

O-17-15

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH
THE WHARTON BOROUGH TEAMSTERS UNION LOCAL 102**

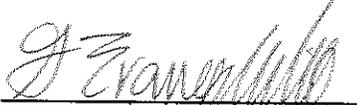
WHEREAS, the Governing Body of the Borough of Wharton has negotiated a contract with the Wharton Borough Teamsters Union Local 102; and

WHEREAS, the terms of the agreement are set forth in detail in the agreement, this is attached hereto and made a part of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of Wharton that the Mayor and Borough Clerk are hereby authorized to execute an Agreement with the Wharton Borough Teamsters Union Local 102 Police in accordance with the terms set forth in detail in the attached agreement.

Date: First Reading September 14, 2015
 Second Reading September 28, 2015

ATTEST:



Gabrielle Evangelista,
Borough Clerk

BOROUGH OF WHARTON



WILLIAM J. CHEGWIDDEN,
MAYOR

AGREEMENT

WHARTON BOROUGH TEAMSTERS UNION LOCAL 102

AND

BOROUGH OF WHARTON

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

PREAMBLE

This Agreement entered into this _____ day of _____, 2015, by and between the Borough of Wharton, hereinafter called the "Borough" and the employees of the Wharton Public Works Department represented by Teamsters Union Local 102, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I - RECOGNITION AND DEFINITIONS

- A. The Borough hereby recognizes the Teamsters Union Local 102 as the exclusive Bargaining Agent for all permanent full-time employees of the Borough employed in the following departments: Roads, Sanitation, Parks, Water, Sewer and Building and Grounds, but excluding all Superintendents and Professional Employees within the meaning of the Labor Relations Act.
- B. The title "employees" shall be defined to include the plural as well as the singular and to include males and females.
- C. The Director of Public Works may also be referred to as the "Director" or "Department Head".

ARTICLE II - NON-DISCRIMINATION

- A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with,

immediate supervisor. The supervisor shall make a decision within five (5) calendar days after the complaint is first presented.

(b) STEP TWO

If no satisfactory resolution of the complaint is reached at Step One, then within five (5) calendar days of the Supervisor's decision, a grievance shall be presented in writing to the Director. The Director shall render a written decision within five (5) calendar days after the grievance was first presented to him.

(c) STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) calendar days of the Director's decision, the grievance shall be presented in writing to the Borough Administrator. The Borough Administrator shall render a decision within five (5) calendar days after the grievance was first presented to him.

(d) STEP FOUR

If the Union wishes to appeal the decision of the Borough Administrator, or to file a grievance on behalf of the employee who has followed the "Complaint Procedure", it shall be presented in writing to the Borough's Personnel Committee, within five (5) calendar days of the Borough Administrator's decision. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough's Personnel Committee may give the grievant the opportunity to be heard and will give its decision in writing within twenty (20) calendar days of receipt of the written grievance.

A grievant should institute action within ten (10) calendar days after the event giving rise to the grievance. Failure of an employee to pursue a grievance within the time-frames described herein shall be deemed to constitute an abandonment of the grievance.

All papers and documents relating to a complaint or grievance and the disposition thereof shall be placed in the employee's personnel file.

ARTICLE VII - OVERTIME

- A. The amount of overtime and the schedule for working such overtime will be established by the Borough. The Borough agrees that it will give reasonable prior notification of any scheduled overtime, exclusive of emergency situations. The Union agrees that employees will perform emergency overtime work, unless excused for legitimate urgent reasons. For the purposes of calculating overtime, earned time off such as holidays, vacation, personal days, sick time, etc., will be considered time worked.
- B. The Borough agrees that it will pay time and one-half the regular straight time hourly rate for all authorized time actually worked. The minimum of forty (40) hours of work for the week must first be satisfied.
- C. If an employee works on a designated holiday, they will be paid two times their regular straight time rate of pay.
- D. If an employee works on Saturday, they will be paid one and one-half times their regular straight time rate of pay unless the time worked was scheduled by the Director and provided that the minimum of forty (40) hours have not been satisfied. In the event of an emergency, the employee will be paid one and one-half times their regular straight time rate of pay.
- E. If an employee works on Sunday, they will be paid two times their regular straight time rate of pay unless the time worked was scheduled by the Director and provided that the minimum of forty (40) hours have not been satisfied. In the event of an emergency, the employee will be paid two times their regular straight time rate of pay.
- F. Call-out time shall take effect after regular work hours but shall not be effective when overtime is planned in advance. An employee called out before or after regular work hours shall receive a minimum of four (4) hours at the rate of one and one-half times the hourly rate provided that the minimum of forty hours have been satisfied. If an employee is called out on a Sunday, holiday or Saturday, then he will be paid according to paragraphs "B", "C", "D" and "E" above. If an

b. All employees in the title of Laborer hired prior to February 1, 2004 will be placed on the scale at the level of "Laborer 6". All other employees hired by the Borough as Laborer shall start at the level of "Laborer 1".

B. Working Foreman:

a. The working foreman position is a salaried position and is not subject to overtime pay.

C. Truck Driver (Junior):

a. The length of time to achieve the next step to "Truck Driver (Senior)" will be a period of two (2) years from the date of promotion.

D. Stipend Positions

Employees who qualify and are assigned a stipend position will receive an annual stipend of \$1,500.00 payable at the end of the year. In the event that an employee does not work a full year in the stipend position, the amount will be prorated to reflect earned time. Employees approved for stipends will be given the required time, equipment and help, when needed, to properly fulfill any requirements of said certificates/permits/licenses. The Employer, subject to the approval of the Director of Public Works, will pay for reasonable costs to maintain the qualifications needed to for the stipend positions. Stipend positions available are Mechanic, Pesticide/Arborist, and Water/Sewer.

It will be the responsibility of the employee to maintain the certificates, permits or licenses. Failure to maintain the certificates, permits, or licenses will be cause for immediate disqualification of the stipend and may prohibit them from qualifying for the stipend going forward.

Any employee holding the title of "Laborer" will be eligible to apply for the Stipends above provided they are qualified and/or approved. There will be one (1) person approved to receive the stipend for the particular position for a total maximum stipends of three (3).

required by the NJDEP. The employee will be responsible to make sure that all proper certificates/permits/licenses are obtained and adhered to in order to carry out proper NJDEP requirements/procedures. The employee should at a minimum have three (3) years experience with water distribution (W)/collection (C)/treatment (T) systems and possess licenses W-2, C-2 and T-2. The Borough may, at its own discretion, permit the employee assigned this position to have a license with a "1" to have this position so long as two of the others are "2". In addition, the employee will be provided a six (6) month period of time to obtain the final "2" license.

ARTICLE IX -HOLIDAYS

- A. All full-time permanent employees are granted twelve (12) paid holidays annually. These holidays are as follows: New Year's Day, President's Birthday or Martin Luther King Day (not both), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.
- B. When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. If a holiday falls on a Sunday, the following Monday shall be considered a holiday.
- C. In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.
- D. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Borough under such circumstances as approved vacation time, sick time or personal time. Employees absent from work due to sickness on the regularly scheduled day of work

- D. All vacation time not taken by December 31 will be allowed to carry over; the maximum allowable carried over vacation days will be 10 working days, from year to year.
- E. When an individual's employment with the borough is terminated, the employee shall be paid for any unused annual vacation leave subject to the following:
 - a. Vacation is accrued on a January 1 through December 31 basis.
 - b. Vacation accrual will be prorated on a 1/12 basis for each month worked during an incomplete accrual period.
 - c. To receive this benefit, an employee voluntarily resigning or retiring must give two (2) week's notice.
- F. All employees will be allowed to schedule one (1) vacation week on the initial canvass subject to the approval of the Director. No more than two (2) employees will be allowed to take vacation in the same work week.

ARTICLE XI - SICK LEAVE

- A. All permanent full-time employees will receive ten (10) sick days per calendar year at the rate of 10/12 of a day per month commencing January 1st. The Borough agrees to pay back for sick time not used. Unused sick time will be paid in the following fiscal year with the first payroll in April. Extended sick leave will be in accordance with the Borough's Personnel Code.
- B. Absence due to personal injury, illness or disability will be considered to have occurred when a permanent full-time employee is incapacitated through sickness or injury to a degree that makes it impossible to perform the duties of the position, or is quarantined by a physician because of exposure to a contagious disease. The department head or Borough Administrator may require that any absence in excess of three (3) consecutive work days be certified by a written statement of the attending physician. In addition, the Borough Administrator may require that any employee absent in excess of three (3) consecutive work days be examined by the Borough physician. In cases of extended illness, disability or a pattern of absences, the employee shall furnish such reports or medical certificates of their condition as

- B. Requests for personal days will be made not less than twenty-four hours in advance of the day, except in cases of emergency.
- C. Personal days may be denied due to manpower shortage or an emergency arising within the Borough.

ARTICLE XV - COURT APPEARANCES - JURY DUTY

An employee may be granted jury duty with pay and should inquire about the duration of the jury trial in advance of accepting such service. Employees who are summoned for service as grand or petit jurors are required to provide the Borough Administrator with a copy of the summons immediately upon receipt. An employee required to serve jury duty shall be paid their regular rate of pay by the Borough. Compensation, excluding travel monies, the employee receives as a juror shall be turned over to the Borough.

ARTICLE XVI - RESIGNATION

An employee may resign from his position by submitting a written resignation to the Director of Public Works, who in turn shall forward it to the Administrator. Unless there are disciplinary charges pending against the employee, the Borough shall notify the employee in writing of acceptance of his resignation in good standing. An employee shall give two (2) weeks minimum notice before the effective date of his resignation. Failure to do so may result in loss of vacation, sick and personal day credits.

ARTICLE XVII - INSURANCE

- A. The Employer shall provide enrollment in the New Jersey State Health Benefits Plan, or substantially equivalent program for employees and their families.

ARTICLE XX - PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS

- A. The Borough shall provide all tools, protective clothing and safety equipment necessary to perform the task assigned.
- B. Uniforms to be provided to each employee covered by this contract, either may be purchased or rented and shall be as follows:

Qty	Description	Frequency
Spring/Summer		
12	Short Sleeve Pocket T-Shirts	Annually
Fall/Winter		
6	Long Sleeve Uniform Shirts OR Crew Neck Sweatshirts	Annually
6	Uniform Pants	Annually
1	Insulated Coveralls, Eisenhower Jacket or Winter Coat ^{1,2}	Choice of One Every three years
2	Hooded Thermal Zippered Jackets	Annually
Mechanics Only (In addition to the above)		
2	Thin Coveralls	Annually

¹ As needed. Old coveralls/Eisenhower Jacket/Winter Coat to be turned in.

² New hires will be given a choice of 2 of the 3 items.

Uniforms will be provided on the same schedule and time as work shoes.

- C. The Borough agrees to provide each employee two hundred (\$250.00) dollars annually toward the purchase of work shoes. Any amount spent by the employee above the \$250.00 allowance shall be borne by the employee. The employee shall provide a sales receipt to the Borough as proof of purchase of the safety work shoes. Employees are urged to purchase shoes through the Morris County Cooperative Purchasing Program which the Borough participates in. Reimbursement for work shoes will be provided no earlier than the first meeting in July.
- D. The Borough agrees to pay for one pair of OSHA approved prescription safety glasses for each employee per year. The allowance for prescription safety glasses will be not to exceed \$300.00 per year. The cost of the exam is to be paid by the employee.
- E. Uniforms issued by the Borough that are damaged during the course of an employee's daily responsibilities may be repaired or replaced at the discretion of the Director.

- B. The Borough adheres to the policies and procedures established by the State of New Jersey concerning the benefits to be provided under the state disability program. In the event that the current policy conflicts with the state's, then the state's will prevail.
- C. At the onset of disability, the employee is responsible for filing the proper documents as soon as it becomes apparent that disability will be longer than the allowed sick time. While employed by the Borough, an employee will continue to receive 100% of their full pay for the first four (4) weeks and 70% of their full pay thereafter provided they have been employed by the Borough over five years. Compensation from the State Temporary Disability Program is to be reimbursed to the Borough. If an employee has worked less than five years, then the employee will receive state temporary disability benefits only. Individuals receiving short-term disability will be credited with service time to become eligible for long-term disability benefits.

ARTICLE XXXI – WORKERS' COMPENSATION

- A. The Borough of Wharton will provide workers' compensation as required by state law for all employees. Any time an accident or injury occurs while on the job, an employee shall report the incident to his/her supervisor immediately, no matter how small the injury. In addition, an accident report is to be completed and given to the department head and/or the Borough Administrator immediately after the injury. The department head will transmit the injury form to the Borough Administrator's office within 24 hours. Compensation for time lost from the job due to an on-the-job injury or job-related illness for which workers' compensation will be handled as follows:
- B. The employee will continue to receive 100% of their full pay for the first four (4) weeks and 70% of their full pay thereafter. Compensation from the Workers Compensation Program is to be reimbursed to the Borough.

ARTICLE XXXII – DRUG TESTING

The Borough recognizes that the use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. An employee who is observed to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination.

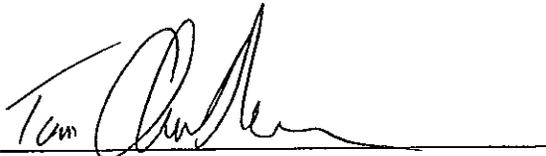
All employees covered by this agreement shall be subject to random drug testing regardless of whether or not they have a Commercial Driver's License.

ARTICLE XXXIII - DURATION OF AGREEMENT

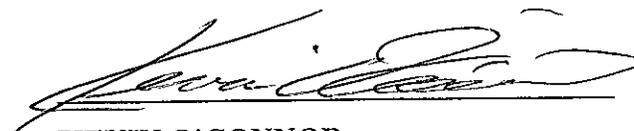
This Agreement shall be in full force and effect as of January 1, 2015 and shall remain in effect to and including December 31, 2017.

TEAMSTERS LOCAL UNION #102

9/8/15
DATE


TOM QUILLINAN, SHOP STEWARD

9/8/15
DATE


KEVIN O'CONNOR

BOROUGH OF WHARTON

BOROUGH OF WHARTON

9/28/15
DATE


WILLIAM J. CHEGWIDDEN, MAYOR

9/28/15
DATE


GABRIELLE EVANGELISTA, MUNICIPAL CLERK