

O-14-24

**AN ORDINANCE AMENDING CHAPTER 40 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF WHARTON, COUNTY OF MORRIS, STATE OF NEW JERSEY**

BE IT ORDAINED by the Governing Body of the Borough of Wharton that Chapter 40. Personnel is hereby amended as follows:

Article I. Personnel Regulations

§ 40-1. Title.

This article shall be known as the "Personnel Ordinance of the Borough of Wharton."

§ 40-2. Definitions.

For the purposes of this article, the following terms, phrases, words and their derivations shall have the following meaning:

EMPLOYEE

Any full-time or **permanent** part-time employee of the Borough.

FULL-TIME

Employment is based on a full calendar year and the employee is required to perform at least 35 hours of work per calendar week.

PART-TIME

Employment status applies to all employees working less than 30 hours of work per calendar week.

~~PERMANENT PART-TIME~~

~~Employment status is achieved when employee is required to perform at least 30 hours of work per calendar week.~~

§ 40-3. Intent.

It is the intention of this article to provide for and to regulate full-time, **permanent part-time**, and part-time employees of the Borough.

§ 40-4. Time and attendance.

A. Accurate and complete time and attendance records shall be maintained by each departmental unit. A time report for each week **may shall** be prepared by the Department Head and forwarded to the Borough Administrator **and/or his/her Designee** no later than 10:00 a.m. of the first weekday following the end of the pay period.

**B. The regular hours of work for full-time Borough employees shall be as follows:**

<b>Employee</b>	<b>Hours</b>
<b>Borough offices and other clerical</b>	<b>8:30 a.m. to 4:30 p.m. Monday through Friday One hour for lunch 35 hours per week</b>
<b>Department of Public Works</b>	<b>6:00 a.m. to 2:30 p.m. Monday through Friday One-half hour for lunch 40 hours per week</b>
<b>Police Department</b>	<b>2,080 hours per year, schedule to be determined by the Chief of Police</b>
<b>Library</b>	<b>Hours as set forth by the Trustees of the Library</b>

**C. The first Thursday of every month, with the exception of holidays and months with scheduled elections, the Borough of Wharton Municipal Building will be open from 8:30 a.m. until 7:30 p.m. In months with scheduled elections, the Borough of Wharton Municipal Building will be open from 8:30 a.m. to 7:30 p.m. on the date of the scheduled election, instead of the first Thursday of the month. The Friday following the first Thursday, the Borough of Wharton Municipal Building will close at 12:30 p.m. All employees, that are not employees of the Police Department, the Department of Public Works, or are subject to individual employment agreements with the exception of the union members of the Police Department and the union members of the Public Works Department, will have the above hours as "regular hours."**

**Beginning February 1, 2025, instead of the first Thursday of every month, the second Thursday of every month, with the exception of holidays, the Borough of Wharton Municipal Building will be open from 8:30 a.m. until 7:30 p.m. The Friday following the second Thursday, the Borough of Wharton Municipal Building will close at 12:30 p.m. All employees that are not employees of the Police Department, the Department of Public Works, or are subject to individual employment agreements, with the exception of the union members of the Police Department and the union members of the Public Works Department, will have the above hours as "regular hours."**

**D. Any permanent changes in the established hours of work must be authorized and or approved in advance by the Borough Administrator and/or the Borough Council.**

**E. Employees are required to report an unexpected absence no later than one hour prior to their expected arrival ~~beyond their reporting time~~. Employees are required to report an unexpected late arrival as soon as is practicable.**

**F. Lunch periods shall be specified by the Department Head and shall be strictly enforced.**

**§ 40-5. Outside employment.**

**Employees may participate in employment outside of the job held with the Borough provided that said employment does not adversely affect the employee's performance or availability to work in call-out situations when the job position requires availability for call-out and provided they maintain the Borough of Wharton as their primary employer. All outside employment must have prior approval by the Borough Administrator **and/or his/her Designee** and, where applicable, be in accordance with current Police Department rules and regulations. **All employees shall will be required to provide regular semi-annual updates relating to any changes in outside employment.****

**§ 40-6. Holidays.**

**A. The following days shall be considered holidays, with Borough offices closed and normal operations suspended, except for those employees whose regular schedules require attendance at work:**

- (1) New Year's Day.**
- (2) Presidents' Day.**
- (3) Good Friday.**
- (4) Memorial Day.**
- (5) Independence Day.**
- (6) Veterans Day.**
- (7) Labor Day.**
- (8) Columbus Day.**
- (9) Thanksgiving Day.**
- (10) Day after Thanksgiving.**
- (11) Christmas Eve.**
- (12) Christmas Day.**

**B. Floating Holiday. All full-time employees who are not employees of the Police Department, the Department of Public Works, or are subject to an individual employment agreement ~~not covered by the Police Collective Bargaining Unit or Teamsters' contracts~~ shall be entitled to one floating holiday per calendar year. This holiday can be used on Martin Luther King Jr. Day, Juneteenth, a religious holiday, the employee's birthday, a family member's birthday, ~~and~~ or the employee's wedding anniversary. All eligible employees shall take their floating holiday at such times as can be conveniently arranged with the Department Head**

and Borough Administrator and/or his/her Designee. It is the responsibility of the Department Head, Borough Administrator and/or his/her Designee to ensure that floating holidays are spread out so that the Borough can still function during the periods of time when employees are utilizing them. If there is a conflict in terms of requested time off dates, preplanning and seniority will be considered by the Borough Administrator and/or his/her Designee when making a determination of who will prevail.

**C.** 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. ~~Permanent part-time employees shall be paid for holidays on the basis of the number of hours in their normal work day.~~ Due to the emergency nature of the work of the Police Department, and the fact that members cannot be given normal holiday privileges, each member of the Police Department who is a member of the Collective Bargaining Unit, or who works on a shift basis, shall receive holiday compensation in accordance with the specific provisions of the currently effective agreement between the Borough and the Police Department Collective Bargaining Unit. ~~Employees who are absent the day before or the day after a predetermined holiday are to be paid full wages for the holiday providing they give the Department Head advance notice, or an emergency beyond their control arose which merits approval. It is the responsibility of the Department Head, however, to investigate the nature of the absence to prevent any pattern from developing. In all other circumstances, employees not working before or after the holiday will not be paid for the holiday. Permanent part-time employees and part-time employees who are not scheduled to work on a holiday as a part of their normal schedule will not be entitled to the holiday. Employees on authorized vacation shall be granted one additional day of vacation when a holiday falls within the vacation period. Should a holiday occur while an employee is on paid sick leave, he/she shall be paid for the holiday and no deduction shall be made from his/her sick leave account.~~

#### **§ 40-7. Vacation:**

**A.** ~~The Borough provides vacations with pay to all full-time and permanent part-time employees. All eligible employees shall take their vacation at such times as can be conveniently arranged with the Department Head and Personnel Administrator. It is the responsibility of the Department Head and Personnel Administrator to ensure that vacations are spread out so that the Borough can still function during the periods of time when employees are on vacation. Each year there will be certain dates, as decided by the Borough Administrator and Personnel Administrator, where employees will not be permitted to take vacation time without extenuating circumstances. These dates will be communicated in January of each year.~~

**B. If there is a conflict in terms of requested vacation dates, preplanning and seniority will be considered by the Borough Administrator and Personnel Administrator when making a determination of who will prevail.**

**C. Vacation periods are based on length of continuous service with the Borough. As seniority with the Borough increases, employees will be entitled to the following number of vacation days/hours based upon a thirty-five hour work week:**

**(1) First year through fifth completed year: 10 working days per year or 70 hours per year. Vacation accrual will be prorated on a 1/12 basis for each month worked during an incomplete accrual period.**

**(2) Sixth year through 10th year: 15 working days per year or 105 hours per year.**

**(3) Eleventh year through 20th year: 20 working days per year or 140 hours per year.**

**(4) Twenty-first year and over: 25 working days per year or 175 hours per year.**

**D. Full-time employees and permanent part-time employees who work less than the 35 hours per week shall receive vacation, sick, and personal time on a prorated basis using their average work-week hours as the numerator and the 35 hours as the denominator. In the event that the prorating will result in time measurements of less than 30 minutes, the prorating will be rounded up to the next thirty-minute time measurement. Note: For example, an employee who has worked for the Borough for three years who works seven hours a day and four days per week will be eligible to receive 80% of the full allotment of vacation time. This is based upon the employee working 28 hours in a week. Twenty-eight hours divided by 35 hours equals 80%. The 80% multiplied by the thirty-five hour full-time work week would entitle the employee to a vacation benefit of 28 hours of vacation time in a year.**

**E. Employees with more than one week's vacation must take one week in five consecutive days. Any additional vacation may be taken on a day-to-day basis with supervisory approval. An employee is not permitted to continue at work in order to obtain pay in lieu of vacation. As of December 31 of each year, any remaining vacation time, up to a maximum of 10 days, will be allowed to carry over to the following year. 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:**

**(1) Vacation is accrued on a January 1 through December 31 basis.**

**(2) Vacation accrual will be prorated on a 1/12 basis for each month worked during an incomplete accrual period.**

~~(3) To receive this benefit, an employee voluntarily resigning or retiring must give two weeks' notice. Nothing in this section shall supersede another department's rules and regulations, policies and procedures and union contracts.~~

~~§ 40-8. Personal days.~~

~~A.~~

~~Each full-time employee or permanent part-time employee working 30 hours per week is entitled to three personal days, after 12 consecutive months of employment. Personal days cannot be accumulated from year to year. Upon termination of employment, if an employee has not utilized his/her personal days, they will be forfeited. All employees should inform their Department Head as far in advance as possible when they intend to take personal days. Nothing in this section shall supersede another department's rules and regulations, policies and procedures or union contracts.~~

~~B.~~

~~Full-time employees and permanent part-time employees who work less than the 35 hours per week shall receive vacation, sick, and personal time on a prorated basis using their average work week hours as the numerator and the 35 hours as the denominator. In the event that the prorating will result in time measurements less than 30 minutes, the prorating will be rounded up to the next thirty-minute time measurement.~~

**§ 40-7. Paid Time Off and Wellness Incentive**

- A. The Borough provides Paid Time Off to all full-time employees who are not employees of the Police Department, or the Department of Public Works, or subject to individual employment agreements. not covered by the Police Collective Bargaining Unit or Teamsters' contracts. All eligible employees shall take their paid time at such times as can be conveniently arranged with the Department Head and Borough Administrator and/or his/her Designee. It is the responsibility of the Department Head, Borough Administrator and/or his/her Designee to ensure that the Paid Time Off is spread out so that the Borough can still function during the periods of time when employees are on vacation. Each year there will be certain dates, as decided by the Borough Administrator and/or his/her Designee, where employees will not be permitted to take Paid Time Off without extenuating circumstances. These dates will be communicated in January of each year.**
- B. If there is a conflict in terms of requested time off dates, preplanning and seniority will be considered by the Borough Administrator and/or his/her Designee when making a determination of who will prevail.**
- C. Paid Time Off periods are based on length of continuous service with the Borough. As seniority with the Borough increases, employees will be entitled to the following number of days/hours based upon a thirty-five-hour work week:**

- (1) First year through fifth completed year: 13 working days per year or 91 hours per year.
- (2) Sixth year through Tenth year: 18 working days per year or 126 hours per year.
- (3) Eleventh year through Twentieth year: 23 working days per year or 161 hours per year.
- (4) Twenty-First year and over: 28 working days per year or 196 hours per year.

Time accrual will be prorated on a 1/12 basis for each month worked during an incomplete accrual period.

D. Part-time employees who work less than 35 hours per week may at the discretion of the Borough Administrator and/or his/her Designee receive annual Paid Time Off on a prorated basis using their average work-week hours as the numerator and the 35 hours as the denominator. In the event that the prorating will result in time measurements of less than 30 minutes, the prorating will be rounded up to the next thirty- minute time measurement. ~~Note: For example, an employee who has worked for the Borough for three years who works seven hours a day and four days per week will be eligible to receive 80% of the full allotment of Paid Time Off. This is based upon the employee working 28 hours in a week. Twenty-eight hours divided by 35 hours equals 80%. The 80% multiplied by the thirty five hour full time work week would entitle the employee to a Paid Time Off benefit of 28 hours of Paid Time Off in a year.~~

E. Employees with more than one week's Paid Time Off should take one week in five consecutive days. Any additional Paid Time Off may be taken on a day-to-day basis with supervisory approval. When an individual's employment with the Borough is terminated, the employee shall be paid for any unused Paid Time Off subject to the following:

- (1) Paid Time Off is accrued on a January 1 through December 31 basis.
- (2) Paid Time Off accrual will be prorated on a 1/12 basis for each month worked during an incomplete accrual period.
- (3) Any unused Paid Time Off will not carry over into the subsequent year unless approved by the Borough Administrator and/or his/her Designee.
- (4) An employee voluntarily resigning or retiring must give two week's notice. Nothing in this section shall supersede another department's rules and regulations, policies and procedures and/or Collective Bargaining Union contracts.
- (5) A yearly Wellness Incentive may be issued as up to 1 week's net salary, for unused Paid Time Off, dependent on an employee's attendance and

punctuality. This Wellness Incentive ~~and~~ is subject to approval by the Borough Administrator and/or his/her Designee and/or Mayor and Council.

§ 40-8. Sick leave.

A. Absence due to personal injury, illness or disability will be considered to have occurred when a full-time, ~~permanent part-time or or~~ part-time Borough employee is incapacitated through ~~sickness illness~~ 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 ~~and/or his/her Designee~~ may require that any absence in excess of three consecutive work days be certified by a written statement of the attending physician. In addition, the Borough Administrator ~~and/or his/her Designee~~ may require that any employee absent in excess of three consecutive work days be examined by the Borough physician. In cases of extended illness, ~~injury~~, disability, or a pattern of absences, the employee shall furnish such reports or medical certificates of his condition as may be required by his Department Head, or the Borough Administrator ~~and/or his/her Designee~~ may require that any such employee be examined by the Borough physician prior to returning to work, in order to determine his/~~her~~ fitness to perform the requirements of his/~~her~~ position.

B. Any employee who is injured in the performance of duty shall immediately report the accident ~~and/or injury~~ to his/~~her~~ supervisor and shall complete a form provided for such reports. The completed accident report forms shall then be submitted immediately to the Borough Administrator ~~and/or his/her Designee~~.

C. All full-time employees ~~who are not employees of the Police Department, or the Department of Public Works, or not covered by an individual employment agreement not covered by the Police Collective Bargaining Unit or Teamsters' contracts~~ shall be entitled to 10 days sick leave per year at the rate of 10/12 of a day per month commencing January 1. ~~All permanent part-time employees working a minimum of 30 hours per week, 12 months per year who are not members of the DPW or FOP bargaining units shall be entitled to paid sick time on a pro rata basis or in accordance with the New Jersey Paid Sick Leave Law (P.L. 2018, Ch.10), whichever is greater. Sick time for permanent part-time employees shall not be accumulated.~~

D. At retirement in good standing, after 15 years or more of total service, full-time employees ~~who are not employees of the Police Department, or the Department of Public Works, or not covered by an individual employment agreement not covered by the Police Collective Bargaining Unit or Teamsters contract~~ will be compensated for unused accumulated sick leave ~~not to exceed, however, 100 days based upon the individual's regular rate of pay at the time of retirement, provided that sick leave shall be paid~~ on the basis of the following schedule and provided that in no event shall such ~~compensation~~ exceed the maximums allowed:



- (1) After 15 years' continuous service: 30% maximum \$2,500.
- (2) After 20 years' continuous service: 40% maximum \$3,000.
- (3) After 25 years' continuous service: 50% maximum \$3,500.

E. Part-time employees shall receive paid sick leave in accordance with the New Jersey Paid Sick Leave Law (P.L. 2018, Ch.10).

~~F. Full-time employees and permanent part-time employees who work less than 35 hours per week shall receive vacation, sick, and personal time on a prorated basis using their average work week hours as the numerator and the 35 hours as the denominator. In the event that the prorating will result in time measurements less than 30 minutes, the prorating will be rounded up to the next thirty-minute time measurement.~~

**§ 40-9. Medical group insurance.**

The Borough of Wharton shall provide medical insurance coverage as provided by the New Jersey State Health Benefits Program or equivalent, for all ~~full-time~~ employees who work a minimum of ~~35~~ 30 hours per week. This will apply to all employees hired after January 1, 2011. Employees will be eligible for participation in accordance with the plan provisions. To obtain coverage, employees must fill out the appropriate forms which are available from the Personnel Administrator.

~~Employees who retire with at least 10 years of service to the Borough or retire in good standing in either respective pension system (PERS, PFRS) will be eligible to purchase medical, dental or vision insurance through the Borough's Health Insurance Provider at the employee's expense as a direct billing contract with the Health Insurance Provider.~~

**§ 40-10. Dental insurance.**

The Borough of Wharton shall provide dental insurance coverage for all ~~full-time and permanent part-time~~ employees who work a minimum of ~~30~~ 21 hours per week or who have been approved by the Borough Administrator or his/her Designee for coverage subject to an individual employment agreement. ~~This will apply to all employees hired after March 1, 1996.~~ Employees will be eligible for participation in the dental program in accordance with the plan provisions.

**§ 40-11. Vision insurance.**

The Borough of Wharton shall provide vision insurance coverage for all ~~full-time and permanent part-time~~ employees who work a minimum of ~~30~~ 21 hours per week or who have been approved by the Borough Administrator or his/her Designee for coverage subject to an individual employment agreement. ~~Employees will be eligible for~~

participation in the vision program in accordance with the plan provisions.

§ 40-12. Workers' compensation.

The Borough of Wharton will provide workers' compensation as required by state law for all employees. ~~Any time~~ **Anytime** 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 ~~and/or his/her~~ **Designee** 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 is determined will be handled as follows:

A. ~~The employee will receive normal salary from the Borough of Wharton. When an employee covered under this Agreement suffers a work-connected injury or disability the Borough shall continue such employee at 100% of their full pay for the first four (4) weeks and the equivalent of net pay thereafter, during the continuance of such employee's inability to work, for a period of up to one (1) year. Net pay shall be calculated as base pay less taxes that are normally withheld from the employee's paycheck.~~

B. ~~The employee will receive~~ **If the employee receives** a compensation check from the insurance company, ~~which~~ it shall be signed over to the Borough of Wharton **within six weeks from the date of issuance.**

C. The employee will not be taxed for any workers' compensation payments, and this income will not be reported to the IRS on the employee's W-2 form at the end of each year. Benefits in excess of the appropriate workers' compensation temporary disability rate will be reported to the IRS as taxable income. Continuation of benefits while on workers' compensation will be in accordance with New Jersey Division of Pensions Employee Benefit Manual.

~~D. Thereafter, the employee will be covered by the Long Term Disability Insurance Plan maintained by the Borough.~~

§ 40-13. Short-term and/or long-term disability and **Family Leave**.

A. The first six months of disability is provided through the New Jersey State Temporary Disability Program. Thereafter, full-time and permanent part-time employees will be covered by the Long-Term Disability Insurance Plan maintained by the Borough.

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. An employee will continue to receive full pay 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 **within 6 weeks from the date of issuance unless it conflicts with State law.** 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.

D. After six months of disability and State benefits expire, employees are covered by long-term disability insurance with the following schedule:

(1) Zero to five years of employment: long-term disability benefits only.

(2) Five to 10 years of employment: long-term disability benefits plus 20% of their salary, at the rate when the disability first occurred, for a maximum of one year; after one-year, long-term disability only.

(3) Ten to 15 years of employment: long-term disability plus 30% of their salary, at the rate when the disability first occurred, for a maximum of one year; after one-year, long-term disability only.

(4) Fifteen years and over: long-term disability plus the difference to equal 100% salary at the rate when the disability first occurred, for a maximum of one year; after one-year, long-term disability only.

#### E. **Family and Medical Leave/New Jersey Family Leave Act**

(1) **The Employer shall provide family and medical leave in accordance with the federal Family and Medical Leave Act (“FMLA”) and the New Jersey Family Leave Act (“NJFLA”). The Employer will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the employee and/or the Employer. The employee shall be afforded the most favorable rights if there is a conflict in the rights afforded to the employee under the laws.**

**FMLA Leave – The FMLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twelve (12) month period for the following reasons:**

- a. **the birth of a child and in order to care for such child;**
- b. **the placement of a child with the employee for adoption or foster care;**

- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. for a serious health condition that makes the employee unable to perform the functions of his/her position; or
- e. because of any qualifying exigency arising out of the fact that the employee's family member is a military member on active duty or call to covered active-duty status (or has been notified of an impending call or order to covered active duty).

In addition, eligible employees may take up to a combined total of twenty-six (26) unpaid workweeks in a single twelve (12) month period to care for a covered military service member with a serious injury or illness.

**FMLA Eligibility** – To be eligible for FMLA leave, an employee must have: (i) worked for the Employer for at least twelve (12) months; (ii) worked at least 1,250 hours in the twelve (12) months immediately preceding commencement of the leave; and (iii) be employed at a worksite where the employer has at least fifty (50) employees within seventy-five (75) miles. The twelve (12) months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1,250 hours worked shall be determined according to the principles established under the Fair Labor Standards Act (“FLSA”) for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Pursuant to 29 CFR §825.201(b), married couples both employed by the Employer are limited to a combined total of twelve (12) weeks of leave during the applicable twelve (12) month period if the leave is taken for the birth of a child, or to care for such child after birth; for placement of a child with the staff member for adoption or foster care or in order to care for the child after placement; or to care for the staff member's parent with a serious health condition.

**Returning from FMLA Leave** – Upon return from FMLA leave, an employee shall be entitled to the position he/she held when the FMLA leave commenced, or to an equivalent position of like seniority, status, employment benefits, pay, and other conditions of employment. If the Employer experiences a reduction in force or layoff and the employee would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system, including a system under any collective bargaining agreement, the employee shall be entitled to reinstatement to the former or

an equivalent position in accordance with applicable statutes, codes, and laws.

**Certification of Health Care Provider** – The Employer expects that requests for FMLA leave for the purposes of the employee’s own serious health condition, or to care for a family member with a serious health condition, shall be accompanied by a completed Certification of Health Care Provider (attached). Notwithstanding, following submission of a request for FMLA leave, an employee shall have up to fifteen (15) calendar days to provide the Employer with a completed Certification.

Prior to designating an employee for FMLA leave, he/she shall be required to provide the Employer with the attached FMLA Certification of Health Care Provider form, completed by the employee’s and/or employee’s family member’s health care provider. The information contained in the completed Certification shall guide the Employer in appropriate designation of the employee’s leave of absence. The Employer reserves the right to seek additional documentation necessary to initiate/continue an employee’s FMLA leave, in accordance with applicable FMLA regulations.

**FMLA Entitlement Period** – The method to determine the twelve (12) month period in which the twelve (12) weeks of FMLA leave entitlement occurs will be a “rolling” twelve (12) month period measured backward from the date an employee uses any family leave.

**Employment While on FMLA Leave** – An employee designated for FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Employer. The employee may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

(2) **NJFLA Leave** – The NJFLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twenty-four (24) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition; or
- d. because of any qualifying exigency arising out of the fact that the employee’s family member is a military member on active duty or call to covered active-duty

status (or has been notified of an impending call or order to covered active duty).

**NJFLA Eligibility** – To be eligible for NJFLA leave, an employee must have: (i) worked for the Employer for at least twelve (12) months; and (ii) worked at least 1,000 hours in the twelve (12) months immediately preceding commencement of the leave. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The Employer shall grant a family leave under the NJFLA to more than one employee from the same family at the same time, provided such employees are otherwise eligible for the leave. N.J.A.C. 13:14-1.12.

**Employment While on NJFLA Leave** – An employee designated for NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Employer. The employee may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

**NJFLA Entitlement Period** – The method to determine the twenty-four (24) month period in which the twelve (12) weeks of NJFLA leave entitlement occurs will be a “rolling” twenty-four (24) month period measured backward from the date an employee uses any leave.

**Intermittent and/or Reduced Schedule Leave** – Requests for intermittent and/or reduced schedule leave under both the FMLA and the NJFLA shall be reviewed by the Employer on a case-by-case basis and in accordance with the federal and State laws and regulations promulgated thereto.

**Relationship to Other Laws** – If the employee is eligible for leave for reasons provided under both the FMLA and NJFLA, then the leave time taken shall be concurrent and be applied to both laws. In the event the reason for the family leave is recognized under one law and not the other law, the employee is eligible for each law’s leave entitlements within one twelve (12) month period. For example, an employee may use his/her FMLA leave for a twelve (12) week family leave for their own pregnancy, which is considered a “serious health condition” under FMLA, and upon conclusion of the twelve (12) weeks of FMLA leave, the employee would be eligible for a twelve (12) week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.

During any period of designated FMLA/NJFLA leave, the Employer shall continue an employee's group health benefits in a manner consistent with that to which the employee received immediately preceding commencement of the FMLA/NJFLA leave. The employee is responsible to make all group health benefits contributions during his/her leave period, in accordance with Chapter 78, P.L. 2011, and any applicable collective negotiations agreement. If an employee does not return to work after his/her FMLA/NJFLA leave expires, the Employer is entitled to recover health insurance costs paid while the employee was on FMLA/NJFLA leave.

Following exhaustion and/or termination of the FMLA/NJFLA leave period, the Borough may continue an employee's group health benefits, at the employee's request. In the event that the employee determines to continue his/her group health benefits following a period of designated FMLA/NJFLA leave, he/she shall be solely responsible for the full premium amount due.

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to six (6) consecutive weeks (twelve (12) weeks, effective July 2020) of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or FLA leaves

#### § 40-14. Education.

A. Recognizing the fact that well-trained and schooled personnel contribute to the betterment of the Borough, the Mayor and Council have established the following policy:

- (1) Expenses. Upon prior approval by the Borough Administrator and/or his/her Designee, the Borough will pay tuition costs, textbook costs, and reasonable travel expenses. If the employee fails to complete or pass the course, all expenses must be reimbursed to the Borough.
- (2) Required courses. The Borough will pay all costs for those courses required by the Borough, state or federal governments.
- (3) Eligibility. The employee must be a full-time or ~~permanent~~ part-time employee with the Borough of Wharton; the employee must be in good standing; the source of instruction must be a recognized and approved school or agency; prior approval of the academic program by Department Head and Borough Administrator and/or his/her Designee is required.

**(4) Should an employee leave before being with the Borough for a period of 2 years, the employee will reimburse the Borough for all respective costs as determined by the Borough.**

**(5) The procedure is as follows:**

- a) The employee requests in writing to the Department Head, prior to the beginning of course, approval of said course.**
- b) The Department Head discusses the request with the Borough Administrator and/or his/her Designee, a decision is reached and the Department Head communicates decision, in writing, to the employee.**
- c) The employee, upon successful completion of any course, notifies the Department Head of such completion by use of official school document.**
- d) The Department Head notifies the Borough Administrator and/or his/her Designee of successful course completion.**
- e) The Department Head is responsible for submitting copies of all related paperwork above, including requests for approval, decisions on requests, notifications by the employee of successful course completion, etc. to the Borough Administrator and/or his/her Designee for inclusion in the employee's personnel file.**

**C. College credits for Police Officer shall be paid in accordance with the terms of the current Police Collective Bargaining Unit contract.**

**§ 40-15. Conventions, seminars and attendance at outside meetings.**

**A. Outside activities are separated into three categories: required, requested by the Borough and voluntary. Required courses are those seminars, conventions or classes that an employee must attend to obtain or maintain his/her current position in the Borough. The Borough will pay mileage, at prevailing Internal Revenue Service rates, and costs for courses or seminars required to maintain a currently held position. Requested seminars or classes are those that specific employees will attend because of the relevance to the specific position held. In this case, the Borough will pay mileage and cost for such courses or seminars. Voluntary courses will be approved by the Borough Administrator and/or his/her Designee, and, if approved, then the Borough will pay mileage and costs of the course or seminar.**

**B. Employee eligibility to attend conventions shall be determined by the employee's supervisor and approved by the Borough Administrator and/or his/her Designee. The Borough will pay the registration fee of the convention or seminar up to a maximum of five days. Permanent part-time employees are eligible for a prorated number of days. For example, a twenty-one-hour-per-week employee would be eligible for a maximum of three working days. Luncheon meetings of two hours or**



~~less will not be counted as one hour of that time is the employee's lunch period.~~ In addition to registration fees, a reasonable accommodation fee and meal cost will be allowed for convention or seminar attendance, provided **detailed itemized** receipts are submitted **to the Borough Administrator and/or his/her Designee.**

#### § 40-16. Bereavement leave.

It is the Borough of Wharton's policy to give every consideration to an employee who has had a death in the family. **Paid Time Off Bereavement Leave** will be granted as follows: An employee will be granted up to a maximum of three paid days off for a death in the immediate family. Immediate family is defined to include spouse, **partner**, child, father, mother, brother, sister, father-in-law, or mother-in-law, a grandparent or a relative living under the same roof. Unusual family situations may, in individual cases, warrant considering some other members of the family as immediate. Judgment will be applied in following the spirit of this regulation. The approval of the Borough Administrator **and/or his/her Designee** is required.

#### § 40-17. Jury duty.

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

#### § 40-18. Pay period.

Salaries for Borough employees are established by ordinances **and/or** resolutions of the Borough Council. The Borough normally shall pay its employees twice monthly or a total of 24 pays per year. When a pay day falls on a holiday, the paychecks will be distributed on the last working day prior to the holiday. Deductions from the employee's paychecks, other than those legally required, must be approved by the employee.

#### § 40-19. Overtime and compensatory time.

A. Overtime work shall be kept to a minimum and, except in cases of emergency, must be authorized in advance by the Department Head. Department Heads shall rotate overtime assignments on an equitable basis among those qualified to perform the necessary work. Overtime hours worked shall be reported on the regular weekly time sheets. Supporting reasons for all overtime work shall be noted on the back of the time sheets. Overtime compensation shall be 1 1/2 times the employee's regular rate of pay or as stipulated in **a an authorized agreement between the Mayor and a**

collective bargaining unit or the subject of an independent employment agreement. ~~union contract.~~ In computing overtime compensation, the nearest one-half hour shall be the smallest fraction of an hour to be counted. Overtime compensation, for work authorized or approved by the Department Head, shall be paid for all time worked beyond the regularly scheduled hours of work, except as indicated in the following sentence. An employee who works a prescribed work week of fewer than 40 hours shall receive regular pay for the hours worked between the prescribed work week and 40 hours and receive overtime for the hours worked in excess of 40 hours. ~~All employees should be expected to perform a reasonable amount of overtime.~~

~~B. Administrative, executive and professional personnel~~ All employees exempt from the Fair Labor Standards Act overtime protections shall receive no payment for excessive required overtime work. Compensatory time ~~shall~~ may be earned for time in excess of the normal work period. Call-out time will be paid in accordance with the current salary ordinance or as stated in the current union contracts. The Borough ~~will~~ shall follow the Fair Labor Standards Act with respect to overtime and compensatory time.

~~C. It is the Borough's policy to pay for overtime work rather than give equivalent time off. There may, however, be occasional instances where an employee may request such time off in lieu of payment and the Department Head may grant such request, if in his/her judgment the work load of the department permits and is permitted by applicable state and federal law.~~

C. Crossing guards will be entitled to one hour's dress time on snow days.

§ 40-20. Lunch breaks.

Employee lunch hours shall be scheduled between 11:30 a.m. and 2:00 p.m. unless otherwise authorized by the Borough Administrator ~~and/or his/her Designee~~ and shall be no longer than one hour or as stated by an authorized agreement between the Mayor and a collective bargaining unit or the subject of an independent employment agreement. ~~union contract.~~ The Borough Administrator ~~and/or his/her Designee~~ shall be responsible for overseeing the staggering of employee lunch times so that offices are covered by staff at all times.

## Article II. Direct Deposit of Compensation

§ 40-21. Mandatory direct deposit.

All full-time employees who receive compensation from the Borough of Wharton are mandated to have direct deposit of their compensation as of July 1, 2014, in accordance with Chapter 28, P.L. 2013, as defined under N.J.S.A. 52:14-15f(b).

§ 40-22. Exempt employees.

Seasonal, temporary and part-time employees who are employed by the Borough of Wharton are exempt from the direct deposit mandate.

**§ 40-23. Request for exemption.**

Municipal employees may request, in writing, an exemption from the direct deposit mandate to the Borough Administrator **and/or his/her Designee**. Such requests will be presented to the Mayor and Council within 60 days. The Mayor and Council may grant such an exemption by resolution and only for good cause.

All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed only to the extent of such inconsistency.

This ordinance shall take effect on the noted effective dates after final passage and publication as required by law.

**First Reading: May 6, 2024**

**Second Reading: May 20, 2024**

**ATTEST:**

\_\_\_\_\_  
**Gabrielle Evangelista,**  
**Borough Clerk**

**BOROUGH OF WHARTON**

\_\_\_\_\_  
**WILLIAM J. CHEGWIDDEN,**  
**MAYOR**