

AGREEMENT

WHARTON BOROUGH TEAMSTERS UNION LOCAL 102

AND

BOROUGH OF WHARTON

JANUARY 1, 2006 THROUGH DECEMBER 31, 2010

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PREAMBLE

This Agreement entered into this _____ day of _____, 2006, 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,

restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE III - UNION VISITATION

- A. The Borough agrees, with prior approval of the Administrator or designee, to permit authorized representatives of the Union to enter the premises of the Borough at reasonable hours for the purposes of ascertaining whether the Agreement is being violated or assisting in the adjustment of grievances, provided such visitation does not interfere with the operations of the Borough.
- B. The Union Shop Steward and/or Assistant Shop Steward, with prior approval of the Administrator or designee and provided there is no interference with the operations of the Borough, will be permitted time to process grievances during working hours. The Union Shop Steward and/or Assistant Shop Steward will also be permitted to assist in collective negotiations during working hours, provided that such negotiation sessions are mutually scheduled for such time.

ARTICLE IV - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance must be brought by the Union.

For the purpose of this Agreement, the term "Grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of the Agreement.

The procedure for settlement of grievances shall be as follows:

(a) **STEP ONE**

In the event that an employee covered by this Agreement has a complaint, within ten (10) calendar days of the occurrence of the event being complained of, the employee shall discuss it informally with their

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 V - BULLETIN BOARDS AND MAIL BOX

- A. The Borough agrees to provide one (1) bulletin board at the building utilized at a work location by bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on the bulletin board.**
- B. The Borough agrees to provide one designated mailbox at the Borough Municipal Building for the exclusive use of the Union to receive information pertaining to the Union.**
- C. The current call-out list shall be posted on the Union bulletin board.**
- D. The overtime list for the previous month shall not be posted on the Union bulletin board; however, the department head will provide a copy of the previous month's overtime list to the Union Shop Steward within five (5) days upon request.**

ARTICLE VI - HOURS OF WORK

- A. The Borough agrees that forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday through Friday, exclusive of any lunch break, shall constitute a regular week's work hereinafter called the work week, and shall be paid for the regular straight time rates of pay hereinafter provided. This definition shall not be construed as a limitation of the number of hours or work which the Borough may require.**
- B. The regular work hours shall be 6:00 a.m. through 2:30 p.m. with one-half hour unpaid lunchtime. An employee workday may be changed at the discretion of the Director.**
- C. Two (2) fifteen (15) minute rest breaks will be granted to each employee, each day, with one occurring in the morning and one occurring in the afternoon.**

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**

employee is called out more than one time within the same four (4) hours, then they will only be entitled to one call-out at the appropriate rate.

ARTICLE VIII - WAGES

The following salary schedule will apply to employees covered by this Agreement as noted:

Annual Salary

JOB TITLE	2006	2007	2008	2009	2010
Working Foreman	\$63,669.	\$65,898.	\$68,204.	\$70,591.	\$73,062.

Hourly Rate

JOB TITLE	2006	2007	2008	2009	2010
Assistant Foreman	25.91	26.82	27.76	28.73	29.74
Utility Supervisor	24.29	25.14	26.02	26.93	27.87
Senior Machine Operator	23.88	24.72	25.59	26.49	27.42
Laborer/Jr. Machine Operator	23.12	23.93	24.77	25.64	26.54
Truck Driver/Maint. Mechanic	23.35	24.17	25.02	25.90	26.81
Truck Driver	22.14	22.91	23.71	24.54	25.40
Laborer 6	21.17	21.91	22.68	23.47	24.29
Laborer 5	19.98	20.67	21.38	22.15	22.90
Laborer 4	18.77	19.42	20.09	20.81	21.52
Laborer 3	17.56	18.17	18.80	19.47	20.14
Laborer 2	16.35	16.92	17.51	18.13	18.76
Laborer 1	15.14	15.67	16.22	16.79	17.38

A. Laborer Position:

- a. The length of time to achieve the next step will be a period of three (3) years from the date of employment.
- 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. This was amended on July 15, 2003 and became effective July 1, 2003.

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 immediately preceding and immediately following the holiday may be required to furnish a medical certificate for such absence.

ARTICLE X - VACATION LEAVE

- A. All permanent full-time employees shall be granted annual vacation time with pay.

- B. All employees shall take their vacation at such times as can be conveniently arranged with the department head. It is the responsibility of the department head to ensure that vacations are spread out so that the borough can still function during the periods of time when employees are on vacation. If there is a conflict in terms of requested vacation dates, seniority will prevail. Vacation periods are based on length of continuous service with the Borough. The Borough Administrator, may in his/her sole and absolute discretion grant an employee one full week vacation pay and benefits prior to their being employed by the Borough for one full year, provided the following criteria is used in the request:**
- a. The employee requests the full week pay and benefits at least thirty (30) days prior to the taking of the weeks vacation.**
 - b. The Borough Administrator finds that the performance of the employee in their job capacity is satisfactory.**
 - c. The Borough Administrator finds that the purpose of the request is legitimate.**
 - d. That the employee agrees that the pre-payment may be deducted from the final paycheck in the event the employee does not stay in the employment of the Borough for a full year.**
- C. As seniority with the Borough increases employees will be entitled to the following number of vacation days:**
- a. First completed year through fifth year, 10 working days per year**
 - b. Sixth year through tenth year, 15 working days per year**
 - c. Eleventh year through twentieth year, 20 working days per year**
 - d. Twenty years and over, 25 working days per year**
- D. Employees with more than one week vacation must take one week in five consecutive days. Any additional vacation may be taken on a day-to-day basis with supervisory approval. Unless special arrangements are requested, it is understood vacations will normally commence on Sundays. An employee is not permitted to continue at work in order to obtain pay in lieu of vacation. 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) weeks 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 no later than one pay period after the adoption of the municipal budget. 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 may be required by his department head or the Borough Administrator may require that any such employee be examined by the Borough physician prior to**

returning to work, in order to determine his fitness to perform the requirements of his position.

- C. Any employee who is injured in the performance of duty shall immediately report the accident to his supervisor, and shall complete a form provided for such reports. The completed accident report forms shall then be submitted immediately to the Director.
- D. All permanent full-time employees shall be entitled to ten (10) days sick leave per year at the rate of 10/12 of a day per month commencing January 1st.

ARTICLE XII - FUNERAL LEAVE

An employee will be granted up to a maximum of three (3) paid days off for a death in the immediate family. Immediate family is defined to include spouse, 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; approval of the Borough Administrator is required.

ARTICLE XIII - MILITARY LEAVE

Military Leave will be granted in accordance with the New Jersey State Statutes.

ARTICLE XIV - PERSONAL DAYS

- A. Each employee covered by this Agreement may use four (4) days per annum as personal days.
- 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.
- B. The Employer has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially equivalent benefits are provided.
- C. The Borough shall provide Dental Insurance in the event and on the same terms such is offered to all other full time employees of the Borough.
- D. The Borough shall provide Long Term Disability Insurance in the event and on the same terms such is offered to all other full time employees of the Borough.

- E. The Borough will provide a Prescription Co-Pay program to employees covered by this agreement subject to the following conditions:**
- a. The Prescription Co-Pay program is offered to employees enrolled in the Health Benefit system through the Borough of Wharton**
 - b. Net prescription co-pay expenses resulting in out of pockets expenses in excess of \$3.00 per prescription may be submitted for reimbursement on a Borough of Wharton voucher provided that adequate supporting documentation is provided.**
 - c. Prescriptions that have been denied coverage by the Borough's health benefit plan are not eligible for reimbursement under this program**
 - d. This program will not reimburse the employee for expenses incurred while meeting the initial deductible amount as required under certain plans offered through the Borough's health benefit plan**

ARTICLE XVIII - JOB BIDDING

- A. Notice of all vacancies shall be posted on a bulletin board in the public works building for a period of not less than seven (7) days. The notice will be designed to advise current employees of the possibility of being considered for appointment to a vacant position. Employees and non-employees wishing to apply for an existing job vacancy shall make application directly to the Borough Administrator.**
- B. In the event that more than one employee shall bid for the same job, the job shall be awarded to the most qualified employee. The Borough retains the right to hire the most qualified candidate that applies for a posted position from all applicants but not limited to existing employees.**
- C. In the event that there are more than one equally qualified applicants then the most senior employee will be selected.**

ARTICLE XIX - DAMAGE TO BOROUGH EQUIPMENT

- A. Whenever any employee damages any Borough equipment, a full written report shall be made and forwarded to the Borough Administrator's office.
- B. When any Borough owned vehicle is involved in an accident, the Police Department must be notified immediately so that they may conduct an on-the-scene investigation and prepare an accident report as required. The driver must also file a full written report.

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	Annually
6	Uniform Pants	Annually
1	Insulated Coveralls, Eisenhower Jacket or Winter Coat ¹	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.

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

- C. The Borough agrees to provide each employee two hundred (\$200.00) dollars annually toward the purchase of work shoes. Any amount spent by the employee above the \$200.00 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.

ARTICLE XXI - DUES DEDUCTION AND AGENCY SHOP

All employees shall, as a condition of employment be either a member of the Union in good standing or agree to pay an Agency Shop 85% of the regular dues in accordance with the laws of the State of New Jersey.

The Borough agrees to deduct either the regular dues, initiations, if any, and the Agency Shop Fee provided the Borough is furnished with authorization from the employee to do so. The Borough will remit same to the Union no later than the 15th day of the following month that the dues, etc., are deducted for. Such lists shall be presented to the Union in the following order: name in alphabetical order and the month paying for. The Union shall also be notified monthly of resignations and new hires. In regard to new hires, the name, address and the date of hire shall be noted.

ARTICLE XXII - ARBITRATION

An independent arbitrator, agreed to by both parties, will be retained for Disciplinary Matters when an employee contests more than a five (5) day suspension or a dismissal. The decision of the arbitrator will be binding upon all parties. The cost of the arbitrator will be divided equally between both parties.

ARTICLE XXIII - PERSONNEL CODE

All provisions relating to Borough employment, not specifically covered by this Agreement, will be covered by the Borough Personnel Code. The Borough Personnel Code is hereby incorporated by reference in this agreement.

ARTICLE XXIV - MEAL ALLOWANCE

Overtime of four (4) hours or more under any conditions will entitle an employee to a meal allowance reimbursement of \$15.00 which includes any gratuity. The Borough also agrees that if an employee is called out two (2) or more hours earlier than 6:00 a.m., the employee will be entitled to a breakfast reimbursement allowance in the amount not to exceed \$6.00, however, if call-out time exceeds four (4) hours, then the meal allowance reimbursement of \$15.00 will prevail.

ARTICLE XXV - COMMERCIAL LICENSES

The Borough agrees to pay for all commercial licenses needed by employees to perform their jobs.

ARTICLE XXVI – OUTSIDE WORK DETAILS

- A. All outside details shall be subject to the approval of the Director of Public Works.
- B. Once a request for Public Works Services has been approved by the Director of Public Works, the assignment of public works personnel shall be made in accordance with Article XXVIII of this Agreement.
- C. The Employer agrees to bill the requesting party for services rendered and shall make payment to the employee in the first pay period following receipt of payment by the Employer.
- D. All rates for outside work details shall be in accordance with the provisions and terms of this agreement.
- E. An employee shall be entitled to a minimum of two (2) hours of pay for any outside

work detail that is canceled within ninety (90) minutes prior to the beginning of that detail.

- F. Each employee shall be compensated for a minimum of four (4) hours for each outside work detail.

ARTICLE XXVII - CALL-OUT RESPONSE TIME

The Director will use every method (i.e. telephone, cell phone, etc.) available to him to contact the employee who is scheduled for call-out. That employee must verbally contact the department head within fifteen (15) minutes of notification. If the employee fails to contact the Department Head within the fifteen (15) minutes, the department head will proceed to call-out the next scheduled employee.

ARTICLE XXVIII - CALL-OUT ROTATION

Call-outs will be on a rotated basis; for example, if an employee is called out for any situation, then his name will rotate to the end of the list for the next available call-out situation. The Director reserves the right, subject to the grievance procedure contained in this agreement, to call-out appropriate personnel to best respond to the needs of the community in an emergency.

ARTICLE XXIX - JOB CLASSIFICATION/RATE OF PAY

- A. All employees shall be given job descriptions. If an employee works out of their job classification a minimum of four (4) continuous hours, they shall be paid at their current rate or the rate of the job, whichever is higher.
- B. The Borough and the Union recognize that it is in the best interest of both parties to offer additional training opportunities so that employees may advance in their positions. Therefore, we recognize the need for "On The Job Training" ("OJT"). OJT shall only be under the supervision of another

employee qualified to provide such training so that the safety of the trainee and other personnel will not be put at risk. If an employee works out of their job classification for a minimum of forty (40) continuous hours under OJT, they shall be paid at their current rate or the rate of the job, whichever is higher.

ARTICLE XXX - DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect to and including December 31, 2010.

TEAMSTERS LOCAL UNION #102

3/31/06
DATE

Wayne Smith
WAYNE SMITH, SHOP STEWARD

3/31/06
DATE

Kevin O'Connor
KEVIN O'CONNOR

BOROUGH OF WHARTON

02/28/06
DATE

William J. Chegwidden
WILLIAM J. CHEGWIDDEN, MAYOR

3-28-06
DATE

Susan Best
SUSAN BEST, MUNICIPAL CLERK