


**Contract**  
**AGREEMENT**  
**BETWEEN**  
**THE BOROUGH OF PITMAN**  
**AND**  
**AFSCME COUNCIL 71**  
**LOCAL 3303B**  
**JANUARY 1, 2011**  
**THROUGH**  
**DECEMBER 31, 2013**



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**PREAMBLE**

This Agreement entered into by the Borough of Pitman, hereinafter referred to as the "Employer", and Local 3303B which is affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment. The effective date of this contract shall be the date when approved by the Borough of Pitman and the Union.

**ARTICLE I - RECOGNITION**

**Section 1:** The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of its employees in the classifications listed below. This recognition, however, shall not be interpreted as having an effect on, or in any way abrogating, the rights of employees as established by Chapter 123, P. L. 1974.

**APPENDAGE**

**JOB CLASSIFICATIONS**

Mechanic

Foreman

Assistant Foreman

Driver/Laborer

General Laborer

Duty Man

## ARTICLE II – CHECK OFF

**Section 1:** The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made, by the fifteenth (1<sup>5th</sup>) day of the succeeding month after such deductions were made.

The revocation of this authorization shall be in accordance with the provision of applicable statutes as presently existing, or as may be amended. Drop dates shall be effective as of July 1 of each year in accordance with statute.

**Section 2:** Any employee in the bargaining unit on the effective date of this Agreement, who does not join the union within thirty (30) days thereafter; any new employee who does not join within thirty (30) days of initial employment within the union; or any employee shall as a condition of employment, pay a representation fee to the Union, by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union's membership dues, fees, and assessments as certified to the employer by the union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

### ARTICLE III — WORK SCHEDULES

**Section 1:** The regularly scheduled workweek for the Road Department shall consist of five (5) consecutive eight-hour days, exclusive of lunch, Monday through Friday. The hours of work shall be fixed from time to time by the PW Manager of the department. The hours of work will vary, depending upon the season and the work to be performed. The Borough of Pitman reserves the right to schedule such hours, which shall be posted from time to time on an appropriate bulletin board for all employees.

**Section 2:** Changes of the work shift which shall be reserved to the Borough of Pitman for determination shall be posted from time to time on the appropriate bulletin board in order that all personnel will be personally familiar with the same. It shall be the responsibility of all personnel to familiarize themselves with the schedules as set forth on such bulletin board.

**Section 3:** The Borough will not unreasonably vary the workday hours.

**Section 4:** Lunch hour — one (1) hour, unpaid. This lunch hour is currently waived under the existing hours set by the PW Manager in return for a shorter work day. This schedule may be revised at the discretion of the Public Works Manager.

There will be one (1) fifteen-minute break in the morning and one (1) fifteen-minute break in the afternoon. Time of breaks to be fixed daily by management.

**Section 5:** All employees are expected to be at their workstations, ready to work, at their scheduled starting time, both at the start of work, and following breaks.

ARTICLE IV - CALL-IN TIME AND ON-CALL TIME

**Section 1:**

- A. Any employee who is required to return to work during period other than his regularly scheduled hours shall be paid time and one-half for such hours worked.
- B. Any employee who is called in shall receive a minimum 2.0 hour's pay guaranteed, at the overtime rate, regardless to how many minutes an employee works.
- C. Beeper time shall be rotated between Foreman/Assistant Foreman and Driver/Laborer by seniority. Employees who are assigned the beeper shall be compensated the amount of \$50.00 for the week.
- D. Each week the supervisor will provide a list to the County Dispatch Office and the Police Dispatch Office of the on-call duty men. When possible the police dispatcher will call the duty man to perform unexpected work of the Borough. The duty man on-call list will be rotated by seniority in accordance to Article VI, with understanding that certain qualifications and abilities are necessary to fill the job description of the duty men. The list will be generated at the discretion of the PW Manager.

## ARTICLE V — OVERTIME

**Section 1:** Overtime shall be considered all time worked in excess of an employee's normal workday or workweek and shall be compensated at the rate of one and one-half the employee's base rate of pay. Except for emergency call outs, overtime shall be planned and be preapproved by the Public Works Manager.

**Section 2:** All work performed on Saturday shall be compensated at the rate of time and one-half.

**Section 3:** All work performed on Sunday shall be compensated at the rate of double time.

**Section 4:** All work performed on a holiday shall be compensated in accordance with Article IX.

**Section 5:** Overtime work shall be voluntary except in cases of emergency, and it shall be offered on a voluntary basis first at all times. The DPW will maintain a log of overtime offered and accepted and this log will be regularly updated and posted on the DPW bulletin Board.

**Section 6:** If there are no volunteers for overtime, the Borough will assign such duties to employees or employ outside help.

**Section 7:** Overtime work shall be distributed as equally as possible among all members of the bargaining unit within each classification.

**Section 8:** Overtime shall be paid currently if possible and practicable, but in any event no later than the second pay period after the overtime work was performed.

**Section 9:** No employees shall have his work shift, workday or workweek changed for the purpose of avoiding overtime.

**Section 10:** Overtime work may be performed by part-time employees only after such work has been offered to all members of the bargaining unit and not accepted.



## ARTICLE VI - SENIORITY

**Section 1:** Seniority is an employee's total length of service with the Employer, beginning with his original date of hire. An employee having broken service with the Employer gives up all seniority. An employee having broken with the Employer (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

## ARTICLE VII — INSURANCE

**Section 1:** An employee required to furnish his or her own tools or equipment shall be provided with \$300.00 per annum allowance to be paid December 31<sup>st</sup> for any tool loss and usage through the year. All tools shall be the sole responsibility of such workman, who shall maintain such tools under lock and key when not in use. Such tools, however, shall be insured by the Borough, in the event of total loss as a result of fire, explosion or total theft. This Article shall apply to a mechanic only

**Section 2:** The following insurance benefits shall be implemented on the first day of the month, following signing of this Agreement, provided admission to the insurance carrier's coverage is allowable, or the first day of the next month in which such admission is allowable.

- A. Prescription Plan Services shall be equal or better than current plan.
- B. The present contribution of the 1.5% toward health insurance premium costs shall continue and shall remain in place through the term of this agreement and no further premium charges or contributions shall be assessed, imposed, or charged to unit employees during the term of this agreement. Any employee that opts out of coverage shall not be charged the 1.5% of salary as a contribution for health insurance. Employees who opt out shall be eligible for medical benefits if there is any change in status.

Full-time employees and their immediate family members, including civil union partner, are provided health insurance coverage administered by a Health Benefits Program after thirty (30) days of employment. The Borough reserves the right to change provider networks, claims agents, and insurance mechanisms (fully insured versus health insurance fund, e.g.) provided the benefits provided, network of providers and access to services, as well as co-pays, deductibles, maximums, and other charges are equal to or better for covered employees and their dependents. The complete benefit plan is on file in the Municipal Clerk's office and a

Summary Plan Description will be provided to all employees.

Part-time, seasonal and temporary employees are not eligible for health benefits.

Health insurance coverage for employees on a unpaid Leave of Absence of more than six (6) weeks or who cease Borough employment will terminate at the end of the month in which such unpaid leave begins or employment is terminated except coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act and up to thirty weeks for employees on Military Leave.

Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of their COBRA rights and notice of same will be provided upon occurrence of a qualifying event. All newly hired employees and their spouses shall receive a notice of COBRA rights upon being hired.

Employees who retire with twenty—five years of service to the Borough may continue to receive paid health insurance coverage. Employees receiving retiree health benefits must notify the Municipal Clerk in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B.

**Section 3:** Increase the amount that the employer shall pay to the South Jersey Public Employees Health and Welfare Fund

2011 — up to a maximum of \$750.00 per annum

2012 — up to a maximum of \$810.00 per annum

2013 — up to a maximum of \$870. 00 per annum

**ARTICLE VII – RATES OF PAY**

**Section 1:** An employee who shall be permanently assigned to a higher classification shall immediately receive the pay rate for that higher classification.

**Section 2:** Paychecks shall be given at the end of each two-week period in accordance with present Borough ordinances.

## ARTICLE IX — HOLIDAYS

**Section 1:** The following twelve (13) days are recognized as paid holidays.

Christmas  
New Year's Day  
Martin Luther King Day  
Thanksgiving  
Day after Thanksgiving  
Labor Day  
Good Friday  
Memorial Day  
Independence Day  
President's Day  
Columbus Day  
General Election Day  
Veteran's Day

**Section 2:** All employees will receive three floating holidays, which may be taken at anytime during the year. An employee wishing to schedule a floating holiday must make a written request to his supervisor at least 72 hours in advance of the day sought. The employer shall have the discretion to approve or disapprove such requests; such approval shall not be unreasonably withheld.

**Section 3:** Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday, shall be celebrated on the following Monday. Holidays, which fall within an employee's vacation period, shall not be counted as a vacation day.

**Section 4:** All work scheduled and performed on a Holiday shall be compensated at the rate of double time. In addition, the employee shall receive either pay for the Holiday at the straight time or a mutually agreeable day off with pay as compensatory time.

**ARTICLE X – VACATIONS**

**Section 1:** Employees covered under the terms of this Agreement shall be entitled to the following annual vacation with pay:

<b><u>Years of Service</u></b>	<b><u>Amount of Vacation</u></b>
Three (3) mos.-Prior to July 1 to one (1) year	5 days
One (1) to five (5) years	10 days
Six (6) years	12 days
Seven (7) years	12 days
Eight (8) years	14 days
Nine (9) years	15 days
Ten (10) through fourteen (14) years	16 days
Fifteen (15) through nineteen (19) years	18 days
Twenty (20) years and over	21 days

**Section 1:** Vacation leave not used in any calendar year may be carried over for only one calendar year. However, employees who carry over vacation time per year must use at least one week of their vacation time every year (with the exception of new employees who have no accrued time.) Such carried over vacation must be scheduled, approved and posted by the Department in writing no later than July 1<sup>st</sup> of that year. Such carried over vacation is to be taken before the current year's vacation leave.

**Section 2:** Subject to scheduling by the Department, all employees shall have the right to take all vacation days that they would be entitled to for all the year at any time during the year following the first year of employment. During the first year of employment, vacation shall be fixed, for the employee, by the Department. The Department Head in charge of fixing such vacation shall not act unreasonably in determining the times for such vacation to be utilized.

**Section 3:** Employee may sell back up to one week vacation at the end of year provided notice is given by December 1st.

**Section 4:** The amounts of vacation in Section 1 above are earned pro-rated for each month of active employment.

## ARTICLE XI - SICK LEAVE WITH PAY

**Section 1:** Employees covered by this Contract shall be entitled to the following sick leave with pay:

A. One working day sick leave with pay for each one (1) month of service from the date of appointment up to and including December 31 next following such date of appointment. If any employee requires none or a portion of allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his credit from year to year, not to exceed a total of 26 weeks (at the rate of 5 working days per week). An employee shall be entitled to such accumulated sick leave with pay when needed.

B. Sick leave for purposes herein described is defined to mean of any employee from duty because of personal illness, which prevents his performing the usual duties of his position. Sick leave section shall be applicable to full time, permanent employees only.

C. If any employee is absent for two or more consecutive working days for any reason set forth in the preceding paragraph the Department may require acceptable evidence of such illness. (A certificate from the employee's doctor.) Abuse of sick leave shall be a cause for disciplinary action.

D. The employee must call in and notify the department as to the need for sick leave.

Such calls must be made by the start of the employee's shift except where an emergency prevents such reporting. All such calls should be made to the PW Manager of the employee involved.

**ARTICLE XII — WORKER'S COMPENSATION**

**Section 1:** When an employee is injured on duty, he is to receive worker's compensation to him and his salary, during the period of temporary disability only, not to exceed one (1) year. If light duty is made available to the employee and the worker's compensation physician indicates the employee capable of maintaining light duty, the employee must do so.



## ARTICLE XIII – LEAVE OF ABSENCE

### **Section 1:**      Death in the Immediate Family

Three days with pay shall be granted for death in the immediate family, consisting of grandmother, grandfather, mother, father or parental guardian, brother, sister, spouse, children of employee, mother-in-law, father-in-law. One day shall be granted for brother-in-law or sister-in-law, spouse's brother, sister or child.

### **Section 2:**      Child Care Leave

Such leave shall commence upon the birth and/or placement for adoption of a child or within one year thereafter. The Employer shall provide paid health insurance and other benefits as provided herein only for the first twelve weeks of such leave.

### **Section 3:**      Military Service — Leave of Absence

In accordance with statutory provisions, any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or to perform other duties under the supervision of the United States or this State shall be granted a leave of absence in the armed forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service. Such leave shall be without paid health insurance and other benefits as provided herein.

### **Section 4:**      Jury Duty — Leave of Absence

When an employee submits proof of the necessity of Jury service or appearance as a witness pursuant to a subpoena or other order of a court or body, the employee shall be granted a leave of absence with pay with no charge against leave credits.

**Section 5:**        Leave of Absence (Except Military)

- A. An employee may be granted a leave of absence without pay for a period not to exceed ninety (90) days. The Employer will not unreasonably deny an employee's request for such leave of absence. This leave is subject to renewal for reasons deemed proper and approved by the Employer.
- B. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.
- C. Such leaves shall be without Employer-paid health insurance and other benefits as provided herein.
- D. Seniority shall be retained and shall accumulate during medical leave. However, Seniority shall be retained and shall not accumulate during any other leave.
- E. Leave of absence request must be submitted to the Supervisor within such time frame as to be approved by Council at the next regular meeting. The employee shall be responsible to submit the necessary request for any such leave of absence.

**Section 6:** An employee who would lose benefits coverage under any of the preceding sections shall retain any and all rights he may have under any applicable law to purchase such benefits from the employer at his own expense.

ARTICLE XIV – WAGES

**Section 1:** There will be an across the board increase for all unit employees as follows:

January 1, 2011	0%
January 1, 2012	3%
January 1, 2013	3%

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
A. General Laborer	\$18.68	\$18.68	\$19.24	\$19.82
B. Driver/Laborer	\$19.49	\$19.49	\$20.07	\$20.67
C. Assistant Foreman	\$22.66	\$22.66	\$23.34	\$24.04
D. Foreman	\$23.66	\$23.66	\$24.37	\$25.10
E. Mechanic	\$24.10	\$24.10	\$24.82	\$25.56

Wage increases for 2012 will be retroactive to January 1, 2012.

**Section 2:** The 90 day probationary rate shall be \$13.99. After the completion of the probationary period, employees will receive an increase of \$.75 per hour, and every six months thereafter, until reaching the full contractual rate.

After 90 days	-\$14.74	After 9 months	-\$15.49
After 15 months	-\$16.24	After 21 months	-\$16.99

ARTICLE XV — LONGEVITY

**Section 1:** No longevity will be paid to employees

ARTICLE XVI — CONTRACTING AND SUBCONTRACTING

**Section 1:** The contracting and subcontracting of Public Works by the Borough of Pitman during the term of this Agreement shall be limited by this Contract. In no event shall such subcontracting cause layoffs of any employees covered by this Contract

ARTICLE XVII — LAYOFF

**Section 1:** In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, in classification. Employee may bump back to lower classification only if he has been promoted from such lower classification.

## ARTICLE XVIII – UNIFORMS AND CLOTHING

All employees shall receive a \$500.00 yearly allowance for all uniform clothing and boots. After an employee has ample daily clothing (pants, shirts and boots) he/she may purchase other uniform clothing (cold weather gear) at their discretion. A uniform vendor(s) will be selected by management in consultation with the union membership for the purchasing of any items under this Article. Employees are able to purchase their footwear from a vendor of their choice and submit a receipt for reimbursement. The cost will be deducted from the \$500.00 allotment.

Uniform shorts can be worn, except when performing hazardous duties, (i.e. weed wacking, use of chain saw, etc. or any other duty where JIF PPE policies require specific dress codes) Shorts have to be neatly hemmed and of a minimum acceptable length. Sleeveless uniform shirts are not permitted.

## ARTICLE XIX — GRIEVANCE PROCEDURE

**Section 1:** Any grievance procedure or dispute arising between the parties with respect to the application, meaning or interpretation of the sections contained in the Agreement, also included in the scope of grievable items are disciplinary actions shall be settled in the following manner.

**Step One:** As to the grievance, the aggrieved employee or the Union, shall present the grievance or dispute in writing to the employee's immediate supervisor within ten (10) working days of its occurrence. The Manager of Public Works shall try to adjust the matter and shall respond to the Union, employee or steward within seven (7) working days.

**Step Two:** If the grievance is not settled, in Step 1 or cannot be addressed by the Manager of Public Works, it shall be presented through the chain of command by the Union, to the level that would have control over the aggrieved matter.

The grievance shall be presented to the Councilman in charge of Public Works in writing within five (5) days after the response from the Manager of Public Works who shall meet with the Union within thirty (30) days and respond in writing to the Union within seven (7) working days after said meeting.

**Step Three:** If the grievance remains unsettled in Step 2, the Union may within thirty (30) working days after the reply from Councilman in charge of Public Works is due, by written notice to Borough Council, proceed to arbitration. A request for arbitration must be made no later than such thirty (30) day period and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.

**Section 2:** A request for a list of arbitrators shall be made to the Public Employment Relations Commission, by the moving party and both parties shall then be bound by the rules and procedures of P.E.R.C., in the selection of the arbitrator. The arbitrator shall be requested to issue his/her decision within thirty (30) days of the conclusion of testimony and argument. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall not have the authority to alter the terms of this Agreement.

**Section 3:** Expenses for the arbitrator's service and the proceedings under Section 2 shall be borne equally by the employer and the union. No employee shall be denied his compensation for this appearance as a witness in accordance with this Article. If either party desires a verbatim record of the proceedings, it may request that such a record be made, provided it pays for the record and make copies available to the other party and the arbitrator.

**ARTICLE XX — DISCIPLINE AND DISCHARGE**

**Section 1:** There shall be no discipline or discharge except for just cause.

**Section 2:** No form of verbal reprimand shall be expressed to an employee in such manner that would cause an ordinary person embarrassment in front of other employees or the general public.

**Section 3:** Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore.

**Section 4:** Employees shall have the right to appeal any discipline through the grievance and arbitration procedure. The appeal shall be instituted at a step level of the grievance procedure.

**Section 5:** Any employee losing driver's license for a period in excess of six (6) months or for second time in a five (5) year period, shall be discharged.

**Section 6:** Disciplinary action will be initiated and served on an employee within six (6) months of the precipitation incident(s) or official knowledge thereof. In the event that no action will be taken following the completion of an investigation, the employee and the Union will be notified of such.

**Section 7:** The order of progressive discipline and time lines shall be followed as listed in the Borough's current approved and adopted version Personnel Policy and Procedures Manual dated October 24, 2011.

## ARTICLE XXI – BILL OF RIGHTS

**Section 1:** To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

- A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.
- C. No employee shall be required by the Employer and/or its agents to submit to an interrogation leading to formal charges unless the employee is afforded the opportunity of Union representation.
- D. No recording devices or stenographer of any kind shall be used during any meeting unless both Union and Employer are made aware of their use prior to such meeting.
- E. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Agreement.

## ARTICLE XXII - POSTING OF PERMANENT VACANCIES

**Section 1:** Any vacancies or newly created positions in the Department of Public Works will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a description of the job, and required qualifications and the procedure to be followed by employees interested in applying.

**Section 2:** The Borough agrees to give preference to an employee applying for any vacancies or newly created position, provided he has the ability to perform the work involved.

## ARTICLE XX111 — TRANSFERS

**Section 1:** All requests for transfers to newly created or vacant positions, shall be made by the employee in writing.

**Section 2:** The employer shall notify the employee and the Union within ten (10) working days of the original request for transfer to a vacant position as to the reason for denial of the aforementioned request. All denials shall be subject to the grievance procedure as set forth in this Agreement.

**Section 3:** All transfers and/or requests for transfer shall be made on the basis of any employee's seniority and qualifications.



#### ARTICLE XXIV – EQUAL TREATMENT

**Section 1:** There shall be no coercion, intimidation, or discrimination on the part of either the Employer or the Union or their respective agents, officers or members, against any employee covered by this Agreement for reasons of age, sex, color, religious belief, national origin, union membership or non-membership.

#### ARTICLE XXV – SAFETY AND HEALTH

**Section 1:** The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health. The parties agree to use their best efforts jointly to achieve these objectives. It is understood that reasonable safety rules of the Employer, not inconsistent with federal and state law, shall be complied with by all employees.

ARTICLE XXVI— STRIKES AND LOCKOUTS

**Section 1:** In addition to any other restrictions under the Law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work or in any manner cause interference with or stoppage of the Employer's work.

**ARTICLE XXVII - GENERAL PROVISIONS**

**Section 1:**      Union Bulletin Board

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place or work area in the Public Works building to be utilized by the Union and Safety notices only. The bulletin board shall not be used for any political purposes whatsoever.

**Section 2:**      Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, a union representative shall be allowed to:

- a. Post Union notices;
- b. Transmit communications authorized by the Local Union or its officers, to Employer of his representative, both written and oral.

**Section 3:**      Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State,

County and Municipal Employees, both Local, District or International, shall have the right to visit the premises during working hours so long as such visit shall not interfere with employee duties.

**Section 4:**      The Employer agrees to allow the Chapter President four (4) hours in a workweek for official Council 71 meetings and twenty-four (24) hours for conventions or special conventions during work hours without loss of pay. Council 71 will supply a letter to the Borough of Pitman for such release with at least seven (7) days notice.

**Section 5:**      The Employer agrees to allow Chapter President to attend the AFSCME International Convention. Three days will be compensated without loss of pay, two days the employee shall be allowed to utilize vacation or personal days, whichever the employee requests.

## ARTICLE XXVIII - COMMERCIAL DRIVER'S LICENSE

**Section 1:** The Employer agrees to pay the initial testing fee and the additional cost of maintaining a commercial driver's license for all employees in the mechanic, Driver/laborer and/or Foreman/Assistant Foreman job classifications.

**Section 2:** Failure to obtain said license will result in an employee being reclassified as a laborer.

**Section 3:** The Employer agrees to pay for the cost of all continued education or certification programs that may be required for the performance of his/her job. Participation in such programs must first be approved by the PW Manager.

## ARTICLE XXIX - DUPLICATION OF AGREEMENT

**Section 1:** The employer shall be responsible for reproducing this agreement and will furnish fifteen (15) copies to the Union for distribution to employees and official of the Union.

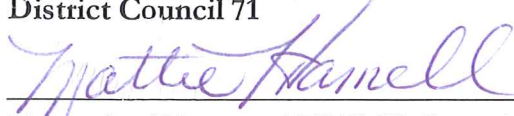
## ARTICLE XXX - TERMINATION

**Section 1:** This Agreement shall be effective and remain in full force and effect from date of signing through December 31, 2010. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the next succeeding paragraph.

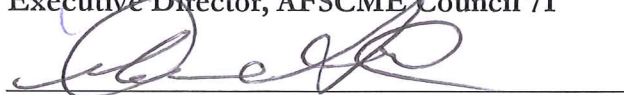
**Section 2:** In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

**IN WITNESS WHEREOF, the undersigned set their respective hands.**

**American Federation of State, County  
And Municipal Employees, AFL-CIO  
District Council 71**



**Executive Director, AFSCME Council 71**



**Chapter Chairperson, AFSCME Local 3303-B**

**Borough of Pitman**



**Mayor of Pitman**



**Municipal Clerk**

