

AGREEMENT
BETWEEN
THE BOROUGH OF PITMAN
AND
TEAMSTERS LOCAL UNION NO. 676
2016 - 2019

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - CHECK OFF	1
ARTICLE III - WORK SCHEDULES	2
ARTICLE IV - CALL-IN TIME AND ON-CALL TIME	2
ARTICLE V - OVERTIME.....	3
ARTICLE VI - SENIORITY	4
ARTICLE VII - HEALTH INSURANCE.....	4
ARTICLE VIII - RATES OF PAY.....	5
ARTICLE IX - HOLIDAYS AND PERSONAL DAYS	5
ARTICLE X - VACATIONS	6
ARTICLE XI - SICK LEAVE WITH PAY	7
ARTICLE XII - WORKER’S COMPENSATION.....	8
ARTICLE XIII - LEAVE OF ABSENCE	8
ARTICLE XIV - WAGES.....	9
ARTICLE XV - LONGEVITY	10
ARTICLE XVI - CONTRACTING AND SUBCONTRACTING	10
ARTICLE XVII - LAYOFF	10
ARTICLE XVIII - UNIFORMS AND CLOTHING.....	11
ARTICLE XIX - GRIEVANCE AND PROCEDURE.....	11
ARTICLE XX - DISCIPLINE AND DISCHARGE	12
ARTICLE XXI - BILL OF RIGHTS.....	12
ARTICLE XXII - POSTING OF PERMANENT VACANCIES.....	13

ARTICLE XXIII - TRANSFERS..... 13
ARTICLE XXIV - EQUAL TREATMENT..... 13
ARTICLE XXV - SAFETY AND HEALTH..... 14
ARTICLE XXVI - STRIKES AND LOCKOUTS 14
ARTICLE XXVII - GENERAL PROVISIONS..... 14
ARTICLE XXVIII - COMMERCIAL DRIVER’S LICENSE..... 15
ARTICLE XXIX - DUPLICATION OF AGREEMENT..... 15
ARTICLE XXX - TERMINATION..... 16
Borough Signature.....16
Union Signature.....16
Appendix #1 - License and Licensed Operator Pay.....17

PREAMBLE

This Agreement entered into by the Borough of Pitman, hereinafter referred to as the "Employer", TEAMSTERS LOCAL UNION NO. 676, 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 of the Water and Sewer Department. 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 Water and Sewer Department Utility Person and Water and Sewer Department Foreman classification. 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.

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 (15th) 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 Water and Sewer Department shall consist of five (5) consecutive eight (8) hour days, exclusive of lunch, Monday through Friday. The hours of work shall be fixed from time to time by the Water and Sewer Superintendent or the Public Works Director. 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: There will be a one hour unpaid lunch that at the discretion of management and the men can be worked through on a daily basis. In the event this occurs, the two 15 minute breaks may be combined at a time mutually agreed upon by both parties.

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: On-Call Assignment

- A. Each week, one (1) Water and Sewer Department employee will be designated for on-call, after-hours assignment and will be given a cell phone and the on-call vehicle. The Union and the Supervisor of the Public Works Department will develop an appropriate rotation system for this after-hours assignment, in order to ensure that an employee is always available on-call.
- B. The employee assigned to on-call status will receive a flat rate payment of \$190.00 per week for each week that he/she is on-call in 2016 and 2017, with no additional compensation for Saturday and Sunday rounds. This rate will increase in 2018 by \$20.00 (\$210.00), and remain the same in 2019.
- C. For any off-duty employee who is called into work after hours under this rotation system, the employee will receive a minimum of two (2) hours of work or two (2) hours of pay, regardless of how many minutes the

employee works, at the premium rate of time and one-half. Multiple calls within one hour and forty-five minutes will count as one call. Calls received after one hour and forty-five minutes will begin a second two hour payment window at the rate of time and one-half.

- D. The Public Works Department will work to implement a new dispatch system, so that emergency calls to Water and Sewer employees will relate only to their work. If a Water and Sewer employee is called in to perform duties normally done by a Public Works employee he will receive pay as described in Article IV, Section 1.C.
- E. If a Water and Sewer employee is required to work after-hours there will be a designated rest period between the time that the emergency project is finished and the time required for the employee to report for his regularly scheduled shift. For any such employee called into work during the late hours of the evening, he will receive a guarantee of four (4) hours of rest time before being required to report for his regularly scheduled work shift. For any regularly scheduled work time that is missed because of this rest spot, the Borough will compensate the worker at straight time rates for up to a maximum of two (2) hours.

ARTICLE V - OVERTIME

Section 1: Overtime shall be considered all time worked in excess of an employee's normal workday or work week and shall be compensated at the rate of one and one-half (1 ½) the employee's base rate of pay.

Section 2: All work performed on Saturday shall be compensated at the rate of one and one-half (1 ½) the employee's base rate of pay.

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, Holidays.

Section 5: Prescheduled overtime will be offered to the bargaining unit by seniority. If all employees decline to work, the overtime assignment will be required to be worked by the most junior man. However, nothing in this paragraph shall require an employee to stop work on a project because it extends into an overtime situation.

Section 6: Overtime shall be paid currently. Alternatively, employees can elect to accrue compensatory (comp) time in lieu of overtime pay up to a maximum of forty (40) hours, consistent with applicable rules under the Federal Fair Labor Standards Act. An employee wishing to schedule time off using comp time must make a written request to his supervisor at least twenty-four (24) hours in advance of

the time sought. At the end of each calendar year, any unused compensatory time is forfeited. No compensatory time may be carried forward or cashed out.

Section 7: No employees shall have his work shift, work day, or work week changed for the purpose of avoiding overtime.

Section 8: Overtime shall not be performed by part-time or non-union employees, except in emergencies where no other personnel are available.

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 - HEALTH INSURANCE

Section 1: Health insurance benefits shall be implemented on the first day after the completion of the ninety (90) day probationary period. The Employer agrees to continue to provide a health plan equal to or better than the state health benefit program as per Chapter 78, PL 2011. The Employer retains the sole discretion to change health insurance carriers, deductibles, and co-pays so long as the requirements of this Section are met. Both the union and the Borough agree that if another plan(s) is offered other than the existing or state plan; there must be options other than the HD 1500/3000 for the employees to choose.

Section 2: Bargaining unit employees will continue to be covered by the prescription drug reimbursement program that is maintained by the Borough generally for all of its employees as long as they are covered by the Borough's current health insurance benefit.

Section 3: Bargaining unit employees may participate in the voluntary self funded Borough group dental program. All cost for this coverage is paid by the employee through a biweekly payroll deduction.

Section 4: Bargaining unit employees will continue to be covered by any "opt out" program, providing a financial incentive to decline the Borough's health insurance benefit plan due to spousal coverage that is maintained by the Borough generally for all of its employees.

ARTICLE VIII - 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.

Section 3: License and Licensed Operator Pay: see Appendix #1 p. 17

ARTICLE IX - HOLIDAYS AND PERSONAL DAYS

The following thirteen (13) days are recognized as paid holidays.

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day – 4th of July
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas

Section 1: 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 2: The parties agree to discuss possible changes to the scheduling of designated holidays (for example, moving Veteran's Day to a Monday or a Friday) on an annual basis, depending upon the calendar, the desires of the workforce and the needs of the Borough.

Section 3: All work scheduled and performed on a Holiday shall be compensated at the rate of time and one half unless the Holiday is celebrated on a Sunday, in which case the employee shall be compensated at a 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 (comp) time. An employee can elect to accrue comp time in lieu of pay for scheduled work performed to take place

on a Holiday up to a maximum of forty (40) hours, all of which must be used prior to the end of each calendar year or be forfeited. Employees will not be permitted to “sell back” comp time for cash. An employee wishing to schedule time off using comp time must make a written request to his supervisor at least twenty-four (24) hours in advance of the time sought.

Section 4: Personal Days Previously Called Floating Holidays

All employees will receive three (3) personal days, which may be taken at any time during the year. An employee wishing to schedule a personal day must make a written request to his supervisor at least twenty-four (24) 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.

ARTICLE X - VACATIONS

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

<u>Years of Service</u>	<u>Amount of Vacation</u>
April 1 to One (1) Year	5 days
From One (1) Year to Five (5) Years	10 days
Six (6) Years	12 days
Seven (7) Years	13 days
Eight (8) Years	14 days
Nine (9) Years	15 days
Ten (10) Years through Fourteen (14) Years	16 days
Fifteen (15) Years through Nineteen (19) Years	18 days
Twenty (20) Years through Twenty-Four (24)	21 days
Twenty-Five Years or more	23 days

Section 2: Vacation time for the current year, not to exceed one (1) week, may be carried forward to the next year and be taken between January 1 and December 31 of that following year. Any such request for accumulation shall be presented to the Department, not later than July 1 of the then current year. Such approval regarding the carry forward accumulation of up to one week of the current year’s vacation shall not be unreasonably withheld by the Department.

In lieu of vacation, an employee can collect compensation for unused vacation time at a rate of one day for one day, for up to 50% of his/her vacation, at the end of the year. An employee must use at least 50% of his/her vacation each year as time off.

Section 3: Subject to scheduling by the Department, all employees shall have the right to take all vacation days that they would be entitled to for the year at any time during the year. A new hire cannot take paid vacation during the ninety (90) day probationary period. The Department Head in charge of fixing such vacation shall not act unreasonable in determining the times for such vacation to be utilized.

Section 4: All vacation provided herein shall be used or taken by employees in accordance with this Contract or shall be lost.

Section 5: 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. Sick leave for purposes herein described is defined as personal illness which prevents the employee from performing the usual duties of the job position. Sick leave pay and earning of sick leave shall be applicable to full time, permanent employees only.
- B. Earning of Sick Leave - One (1) working day sick leave with pay for each one (1) month of service after the ninety (90) day probationary period ends, up to and including December 31 next following such date. An employee who takes a sick day before or after a holiday must bring in a doctor's note in order to get compensated.
- C. The amount of unused sick leave not taken shall accumulate to the employee's credit from year to year, not to exceed a total of 130 days (1040 hours). The employee shall be entitled to such accumulated sick leave with pay when needed.
- D. If any employee is absent for two (2) or more consecutive working days for any reason set forth in the preceding paragraph the Department shall require acceptable evidence of such illness -- a certificate from the employee's doctor.
- E. The employee must call in and notify the department as to the need for sick leave. Such calls must be made at least one (1) hour before the start of the employee's shift except where an emergency prevents such reporting. All such calls should be made to the supervisor of the employee involved; if the supervisor is unavailable to take the call, the employee

must call 856-589-1040 and leave a message stating his name, the time of the call, and the reason for the leave.

- F. After accumulating the maximum of 130 sick days (1040 hours), an employee is required to sell back all additional earned sick days at the rate of one (1) day for 2 ½ days accumulated. Employees who accumulate the maximum allowable sick days (130) will be compensated at the end of each year for additional days earned. Employees shall be paid for the sellback no later than the first pay period in December. Employees who leave the Borough will be compensated when they leave employment.

ARTICLE XII - WORKER'S COMPENSATION

Section 1: When an employee is injured on duty, he is to receive worker's compensation - his salary, during the period of temporary disability only, not to exceed one (1) year.

ARTICLE XIII - LEAVE OF ABSENCE

Section 1: Death in the Immediate Family

Five (5) days with pay shall be granted for death in the immediate family, consisting of grandmother, grandfather, mother, father or parental guardian, brother, sister, and spouse, children of employee, mother-in-law, and father-in-law. Two (2) days shall be granted for brother-in-law or sister-in-law, spouse's brother, spouse's sister, niece or nephew.

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 (12) 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: Wages for this contract shall represent an increase as follows:

	2016	2017	2018	2019
Water and Sewer Department Utility Person	2%	2%	2%	2%

The wage increase for 2016 will be retroactive to January 1, 2016, except as indicated in Section 4.

Hourly Rates	\$25.73	\$26.25	\$26.77	\$27.31
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Section 2: New Hire Rate. Employees hired after January 1, 2013 will receive an hourly rate of \$4.50 less per hour than the applicable contract rates set out in Article XIV, Section 1, above.

After 90 days	\$0.50/hr. increase
After 12 months	\$1.00/hr. increase
After 18 months	\$1.00/hr. increase
After 24 months	\$1.00/hr. increase
After 30 months	\$1.00/hr. increase

Section 3: Payroll Deductions. All employees will be entitled to one payroll deduction to be set up as a supplemental retirement plan, with pre-tax dollars. The Borough of Pitman will not contribute to the supplemental retirement plan, but will handle the administration of the deduction for such a plan.

Section 4: Retroactive Pay Increases: Any employee who leaves the Borough of Pitman's employ by reason of termination, resignation, or other cause, shall not be entitled to any retroactive pay increase included in a labor contract signed after that employee has vacated or been removed from his/her position. Employees who retire are specifically exempt from this section and will qualify for negotiated retroactive pay from the day of retirement to whatever period the contract indicates retroactive pay is due.

Section 5: Foreman's Clause: The foreman's regular hourly rate shall be one dollar (\$1) per hour above the regular hourly rate of the highest paid non-supervisory water and sewer utility employee included in this bargaining agreement,

ARTICLE XV - LONGEVITY

Section 1: No longevity will be paid to the 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: If 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

Section 1: An account with an authorized vendor shall be established by the Employer on behalf of the Employee. Five hundred dollars (\$500.00) shall be placed in this account for the Employee each year. The Employee must use this money for the purchase of uniform clothing. The Employee must purchase a sufficient number of work shoes and/or boots, high visibility T-shirts, and uniform work pants to outfit him for one (1) calendar year. After the purchase of these mandatory items, the Employee may purchase other clothing items for wearing in the performance of his job duties. Any externally worn items must be uniform in appearance.

Section 2: Foul weather gear and protective gear shall be made available to employees for their use. Such gear shall be in sufficient amount for the number of employees involved and shall be in good condition.

Section 3: **Fair Wear and Tear:** If clothing in good condition becomes damaged beyond repair in the course of performing job related duties, clothing will be replaced by the Borough outside of the Uniform Allowance in an amount not to exceed \$100.00 annually.

ARTICLE XIX - GRIEVANCE AND 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: The employee shall take up the grievances or dispute in writing to the employee's immediate supervisor within ten (10) working days of its occurrence. Failure to act within said ten-day period shall be deemed to constitute an abandonment of the grievance. The Superintendent of Public Works shall try to adjust the matter and shall respond to the employee or steward within seven (7) working days.

Step Two: If the grievance still remains unadjusted, it shall be presented by the Shop Steward to the Councilman in charge of Public Works in writing within five (5) working days after the response from the Superintendent of Public Works who shall meet with the Shop Steward within thirty (30) working days and respond in writing to the appropriate party within seven (7) working days after said meeting

Step Three: If the grievance remains unsettled, the representative may within thirty (30) working days after the reply from Councilman in charge of Public Works is due, by written notice to the 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.

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 2: Expenses for the arbitrator's service and the proceedings under Section 1 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 a driver's license for a period in excess of seven (7) months or for second time in a five (5) year period shall be discharged.

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 Employees' 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.

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 XXIII - 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.

Section 2: Employees with Haz-Mat certifications are required to be fingerprinted. The Employer will pay for the fingerprints.

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 slowdown 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 TEAMSTERS LOCAL UNION NO. 676 both Local and 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: Storm Drains

The Employer has the right to assign the work of cleaning Borough storm drains to the employees covered by this Agreement. This work includes: vacuuming of storm drain inlets; keeping logs of cleaned drains; jetting connecting lines to ensure flows; cleaning per state regulations; repairing damaged storm water boxes/grates; and such other work as assigned by the Employer in its discretion.

ARTICLE XXVIII - COMMERCIAL DRIVER'S LICENSE

Section 1: The Employer agrees to pay the cost of maintaining a commercial driver's license for all employees in the Utility and/or Foreman classifications.

Section 2: All Employees in the Utility and Foreman job classifications must obtain a commercial driver's license. Failure to obtain said license will result in an employee being reclassified as a laborer.

Section 3: The Employer agrees to reimburse the employees for the cost of all continued education or certification programs that may be required for the performance of his/her job duties. To be eligible for tuition reimbursement, the employee must submit to the Public Works Manager a Request for Tuition Reimbursement prior to enrollment in the course. The Public Works Manager must submit the Request to Borough Council for approval that the course qualifies for tuition reimbursement, and the following criteria must be met;

- a. Course must be related to employee's current job description/duties
- b. Course must be pre-approved by Borough Council
- c. A grade of Pass in a pass/fail situation or B or better in the approved course is necessary for tuition reimbursement
- d. Employee must sign a contract agreeing to the requirements and statements written in this document

Employees must continue employment with the Borough of Pitman for three (3) years after the course reimbursement is received; otherwise the employee is required to reimburse the Borough a percentage of the tuition assistance at the following rates

- a. 100% if the employee leaves the Borough's employ, voluntarily or involuntarily, during the first year following course completion
- b. 60% if the employee leaves the Borough's employ, voluntarily or involuntarily, during the second year following course completion
- c. 30% if the employee leaves the Borough's employ, voluntarily or involuntarily, during the third year following course completion

ARTICLE XXIX - DUPLICATION OF AGREEMENT

Section 1: The Employer shall be responsible for reproducing this Agreement and will furnish five (5) copies to the Union for distribution to employees and officials of the Union.

Classes/Continuing Education

The Borough agrees to pay in advance for members' attending classes necessary to obtain certificates/licenses identified in the above Article. Members' attending such classes are subject to Borough Council's approval of (1) the individual's request to attend the class/course; and (2) funding for the class/course. The Borough agrees that it will pay in advance for classes/courses approved in accordance with the foregoing. Members agree that if they do not complete the class/course and/or if they fail to take the applicable test for certification at each level that they will reimburse the Borough for the cost of the class/course and any other costs incurred by the Borough (e.g., books, fees, etc.).

ARTICLE XXX - TERMINATION

Section 1: This Agreement shall be effective and remain in full force and effect from date of signing through December 31, 2019. 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 in no event be before 12/31/19.

Section 3: **IN WITNESS WHEREOF, the undersigned set their respective hands this**

13th day of September, 2016.

Attest:


BOROUGH OF PITMAN



Judith O'Donnell
Municipal Clerk/Administrator




Russell C. Johnson, III
Mayor



James Pierpont, Council President
Council Liaison to Public Works

Attest:

TEAMSTERS LOCAL UNION NO. 676



Tom Lyon, Trustee/BA



Howard W. Wells, President/BA



Ralph Richards, Steward

Appendix # 1

The Borough agrees that bargaining unit members will be eligible for an increase in their annual base rate of pay for attaining licensure in various categories as provided below. An employee will be entitled to annual payment for only one class license in each category (W, T, C, and S). Multiple categories are permitted and eligible for annual payment. Licenses eligible for annual increase in base pay (and resulting increases) are as follows:

•

Water (W-1) \$1100.00
Water (W-2) \$1600.00
Water (W-3) \$2100.00
Water (W-4) \$4100.00
Treatment (T-1) \$1100.00
Treatment (T-2) \$1600.00
Treatment (T-3) \$2100.00
Treatment (T-4) \$4100.00
Collection (C-1) \$1100.00
Collection (C-2) \$1600.00
Collection (C-3) \$2100.00
Collection (C-4) \$4100.00
Sewer (S-1) \$1100.00
Sewer (S-2) \$1600.00
Sewer (S-3) \$2100.00
Sewer (S-4) \$4100.00

Licensed Operator and Back-up Operator

The Borough agrees to a one-time base salary increase of \$6000.00 for the bargaining unit member that is appointed to the role of the licensed operator for the Borough. The stipend shall be divided by pay periods and distributed throughout the calendar year. The Borough will post the job opening listing the requirements at the Water Department facility.

The Borough agrees to a one-time base salary increase of \$3000 for the bargaining unit member that is appointed to the role of back-up operator for the Borough. If the back-up operator is thereafter appointed Licensed Operator, the member shall receive an additional \$3000 in base pay once appointed Licensed Operator.

The Borough will have sole discretion in determining if the Licensed Operator will be a bargaining unit member or an employee/contractor outside the bargaining unit. Properly licensed bargaining unit employees interested in the Licensed Operator position may openly sign for the posted position.

MEMORANDUM OF AGREEMENT
AUGUST 11, 2016

The negotiations committees of The Borough of Pitman and Teamsters Local Union No. 676 agree to the terms of this Memorandum of Agreement as set forth below.

- The parties acknowledge that these terms and conditions are subject to ratification, and the mediator retains jurisdiction until ratification.
- All parties agree to support and recommend these terms and conditions to their respective constituents for ratification.
- All issues not mentioned herein are withdrawn. All other language in the expired agreement shall continue in the new contract and will remain *status quo*.

Contract Duration: January 1, 2016 through December 31, 2019

Article 4 (On-call):

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$190	\$190	\$210	\$210

Amounts paid shall not be added to base pay and/or be pensionable.

Article 10 (Vacations): modify to provide for 23 days for service of twenty five or more years (currently 21 days)

Article 13 (Leaves of Absence): modify Bereavement Leave to provide for 5 days in event of death in immediate family (currently 4) and 2 days for others (currently 1).

Article 14 (Wages)

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
2.0%	2.0%	2.0%	2.0%

Wage increases are retroactive to January 1, 2016.

Article 18 (Uniforms and Clothing)

1. Increase amount to \$500.00 (from \$450).
2. Insert a "Fair Wear and Tear" clause: if clothing in good condition becomes damaged beyond repair in the course of performing job related duties, clothing will be replaced by the Borough outside of the Uniform Allowance in an amount not to exceed \$100 annually.

Article 19 (Grievance Procedure): Correct typo in third line: "grievable".

New Article (Classes and Licenses)

The Borough agrees that bargaining unit members will be eligible for an increase in their annual base rate of pay for attaining licensure in various categories as provided below. An employee will be entitled to annual payment for only one class license in each category (W, T, C, and S). Multiple categories are permitted and eligible for annual payment. Licenses eligible for annual increase in base pay (and resulting increases) are as follows:

- Water (W-1) \$1100.00
- Water (W-2) \$1600.00
- Water (W-3) \$2100.00
- Water (W-4) \$4100.00
- Treatment (T-1) \$1100.00
- Treatment (T-2) \$1600.00
- Treatment (T-3) \$2100.00
- Treatment (T-4) \$4100.00
- Collection (C-1) \$1100.00
- Collection (C-2) \$1600.00
- Collection (C-3) \$2100.00
- Collection (C-4) \$4100.00
- Sewer (S-1) \$1100.00
- Sewer (S-2) \$1600.00
- Sewer (S-3) \$2100.00
- Sewer (S-4) \$4100.00

New Article (Licensed Operator and Back-up Operator)

The Borough agrees to a one-time base salary increase of \$6000.00 for the bargaining unit member that is appointed to the role of the licensed operator for the Borough. The stipend shall be divided by pay periods and distributed throughout the calendar year. The Borough will post the job opening listing the requirements at the Water Department facility.

The Borough agrees to a one-time base salary increase of \$3000 for the bargaining unit member that is appointed to the role of back-up operator for the Borough. If the back-up operator is thereafter appointed Licensed Operator, the member shall receive an additional \$3000 in base pay once appointed Licensed Operator.

The Borough will have sole discretion in determining if the Licensed Operator will be a bargaining unit member or an employee/contractor outside the bargaining unit. Properly licensed bargaining unit employees interested in the Licensed Operator position may openly

sign for the posted position.

New Article (Classes/Continuing Education)

The Borough agrees to pay in advance for members' attending classes necessary to obtain certificates/licenses identified in the above Article. Members' attending such classes are subject to Borough Council's approval of (1) the individual's request to attend the class/course; and (2) funding for the class/course. The Borough agrees that it will pay in advance for classes/courses approved in accordance with the foregoing. Members agree that if they do not complete the class/course and/or if they fail to take the applicable test for certification at each level, that they will reimburse the Borough for the cost of the class/course and any other costs incurred by the Borough (e.g., books, fees, etc.).



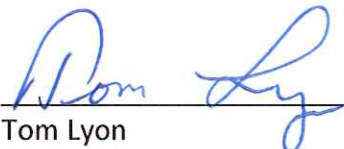
Russell C. Johnson, III
Mayor



Judith O'Donnell
Municipal Clerk/Administrator



Matthew Paden



Tom Lyon