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AGREEMENT

BETWEEN

THE BOROUGH OF PITMAN, Borough of

AND

Local 2307B, AFSCME - AFL-CIO
(Road Dept Employees)

X April 28 1980 -
Dec. 31, 1981

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PREAMBLE

This Agreement entered into by the Borough of Pitman, hereinafter referred to as the "Employer," and Local 2307B 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 an equitable and peaceful procedure for the resolution of difference and the establishment of rates of pay, hours of work and other conditions of employment of the Highway 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 conditions of employment for all of its employees in the classifications listed below, which is part of this Agreement. This recognition, however, shall not be interpreted as having the effect of, or in any abrogating, the rights of employees as established by Chapter 123, P.L. 1974.

Appendage

Job Classifications:

Mechanic
Lead Driver/Laborer
Driver/Laborer
General Laborer

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 provisions of applicable statutes as presently existing, or as may be amended. Drop dates shall be effective January 1 and July 1 of each year in accordance with

ARTICLE III

WORK SCHEDULES

Section 1. The regularly scheduled work week 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 Superintendent 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 work day hours.

Section 4. Lunch hour - one (1) hour.
There will be one (1) fifteen-minute break in the morning and one (1) in the afternoon. Time to be fixed daily by management.

ARTICLE IV

CALL-IN-TIME AND ON-CALL-TIME

Section 1. Any employee who is required to return to work during periods other than his regularly scheduled hours shall be paid time and one-half for such work and shall be guaranteed not less than one hours pay, regardless of the number of hours actually worked.

ARTICLE V

OVERTIME

- Section 1. Overtime shall be considered all time worked in excess of an employee's normal work day or work week and shall be compensated at the rate of one and one-half the employee's base rate of pay.
- Section 2. All work performed on Saturday shall be at the rate of time and one-half.
- Section 3. All work performed on Sunday or a holiday shall be compensated at the rate of double time.
- Section 4. Overtime work shall be voluntary except in cases of emergency, and it shall be offered on a voluntary basis first at all times.
- Section 5. If there be no volunteers for overtime, the Borough will assign such duties or employ outside help.
- Section 6. Overtime work shall be distributed as equally as possible among all members of the bargaining unit within each classification.
- Section 7. Overtime shall be paid currently.
- Section 8. No employee shall have his work shift, work day or work week changed for the purpose of avoiding overtime.

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 service 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 a \$50 per annum allowance to be paid December 31st for any tool loss and usage throughout 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 the result of fire, explosion or total theft. This article shall apply to a mechanic only.

Section 2.

The following insurance benefits shall be implemented 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) Blue Cross/Blue Shield 750 Plan or no lesser coverage provided by another insurance carrier.
- (b) Effective January 1, 1981, Blue Cross/Blue Shield UCR Plan or no lesser coverage provided by another insurance carrier.

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.

Pay checks shall be given at the end of of each two-week period in accordance with present Borough ordinances.

ARTICLE IX

HOLIDAYS

Section 1.

The following twelve (12) days are recognized as paid holidays:

- Christmas
- New Year's Day
- Thanksgiving Day
- Labor Day
- Good Friday
- Memorial Day
- Independence Day
- Martin-Luther-King-Day- Lincoln's Birthday
- President's Day
- Columbus Day
- General Election Day
- Veterans Day

Section 2.

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

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> (In Days)
3 months prior to July 1 - 1 year	5 days
1 to 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 years through 19 years	15 days
20 years and over	20 days

Vacations for the current year may be accumulated not to exceed one week of vacation. One week of the

current year's vacation may be taken between January 1 and December 31 of the following year. Any such request for any accumulation shall be presented to the Department head, not later than July 1 of the then current year. Such approvals regarding accumulation of up to one week of the current year's vacation shall not be unreasonably withheld by the Department.

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 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. All vacation provided herein shall be used or taken by employee in accordance with this contract or shall be lost.

Section 4. The amounts of vacations in Section 1. above are earned prorata 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 of absence with pay:

GLR
JAH *one* (1) ~~two~~ months of service from the date of appointment up to and including December 31 next following such date of appointment. If any employee requires none of 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) and employee shall be entitled to such accumulated sick leave with pay when needed.

- B. Sick leave for purposes herein described is defined to mean absence 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, the Department shall require acceptable evidence of such illness. (A certificate from the employee's doctor).
- D. Employee shall call in and notify as to any sickness which prevents reporting to duty in order to be entitled for credit for any sick day. Calls shall be made within one-half hour of the commencement of the work day. All such calls shall be logged by Employer.

ARTICLE XII

WORKER'S COMPENSATION

Section 1.

When an employee is injured on duty, he is to receive worker's compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only, not to exceed one year.

ARTICLE XIII
LEAVE OF ABSENCE

Section 1.

Death in the Immediate Family

Three days shall be granted for death in the immediate family consisting of grandmother, grandfather, mother, father, or parental guardian, brother, sister, spouse, children of employee.

Section 2.

Maternity Leaves

Unpaid maternity/paternity leaves, not to exceed six months, may be granted at the request of an employee. Maternity/paternity leaves may upon the request of the employee be extended or renewed for a period not to exceed an additional six months. Such leave shall commence upon birth of the child or within one month of such birth at the latest.

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 during the period of such activity.

Any employee who enters into active service 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.

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, an 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. Seniority shall be retained and shall accumulate during medical leave. However seniority shall be retained and shall not accumulate during any other leave.
- D. 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.

ARTICLE XIV

WAGES

Section 1.

Wage rates for this contract period shall be:

	<u>1979</u>	<u>1980</u>	<u>1981</u>
(a) 90-day probationary rate	\$4.00/hr.	\$4.32/hr.	\$4.70/hr.
(b) General laborer	\$4.65/hr.	\$5.02/hr.	\$5.46/hr.
(c) Driver/laborer	\$4.85/hr.	\$5.24/hr.	\$5.70/hr.
(d) Lead driver/laborer	\$5.63/hr.	\$6.08/hr.	\$6.61/hr.
(e) Mechanic	\$5.98/hr.	\$6.46/hr.	\$7.03/hr.

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 not 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 & CLOTHING ALLOWANCE

Section 1. All employees shall be supplied with clean uniforms appropriate for their particular job.

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.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 1.

Any grievance 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 and shall be settled in the following manner:

Step 1.

The employee shall take up the grievance or dispute in writing to the employee's immediate supervisor within 10 working days of its occurrence. Failure to act within said 10-day period shall be deemed to constitute an abandonment of the grievance. The supervisor shall try to adjust the matter and shall respond to the employee or steward within 7 working days.

Step 2.

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 5 days after response from the Superintendent of Public Works is due. The Councilman in charge of Public Works shall meet with the Shop Steward within 30 days and respond in writing to the appropriate party within 7 working days after said meeting.

Step 3.

If the grievance remains unsettled, the representative may within 15 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 15-day period, and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.

Section 2.

Arbitration proceedings shall be conducted by an arbitrator who will be selected by the Employer and the Union within 7 working days after notice has been given. If the parties fail to agree upon an arbitration, the State Mediation Service will be requested by either or both parties to provide a panel of official arbitrators. Both the Employer and the Union shall strike alternative names alternately, and the remaining name shall be final and binding on the parties. The arbitrator shall be requested to issue his decision within 30 days after the conclusion of testimony and argument. The arbitrator's decision shall be binding on both parties.

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 his 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, providing it pays for the record and makes copies available to the other party and the arbitrator.

ARTICLE XX

DISCIPLINE & 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 a 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 1 level of the grievance procedure.

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. At least ten (10) days prior to filling any permanent vacancies to existing positions or to newly created positions, the Employer agrees to post said vacancies on the bulletin board.

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 a 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 an 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 insure their safety and health.

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 for work area in the Public Works building to be utilized by the Union for 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 or 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 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.

ARTICLE XXVIII

OPEN AGENCY SHOP

Section 1. Any employee of the Highway Department of the Borough of Pitman shall have the right to belong or not belong to the Union.

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 officials 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, 1981. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 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.

Section 3. Salary only shall be (per Article XIV, Wages) retroactive to January 1, 1979.

IN WITNESS WHEREOF, the undersigned have hereunto set their
respective hands this 28 day of ~~MAY~~ APRIL ^{the} 28
1980.

ATTEST:

[Signature]
Clerk/Administrator

BOROUGH OF PITMAN

[Signature]
Mayor

ATTEST OR WITNESS:

[Signature]

AFSCME - AFL-CIO

[Signature]