

**Contract**  
**AGREEMENT**  
**BETWEEN**  
**BOROUGH OF PITMAN**  
**and**  
**AFSCME DISTRICT**  
**COUNCIL 71**  
**LOCAL 3303B**

**JANUARY 1, 2016**  
**THROUGH**  
**DECEMBER 31, 2019**



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## PREAMBLE

The contract made between the Borough of Pitman, hereinafter referred to as the "Employer" and District Council 71, American Federation of State, County, and Municipal Employees , AFL-CIO Majority Representative, and its affiliated Local 3303B, herein after referred to as the "Union", covering employees in the designated unit, has its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the union, the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work, and other terms and conditions of employment. The effective date of this agreement shall be January 1, 2016 to December 31, 2019.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to Council 71 as the Majority Representative, to P.O. Box 207, Franklinville, New Jersey, 08322 or Fax (856) 512-2193, and the Local 3303B. This will occur simultaneously as the employee is served.

## ARTICLE I — RECOGNITION

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.

### JOB CLASSIFICATIONS

Foreman

Assistant Foreman

Mechanic

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 (15<sup>th</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 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:** Lunch hour — one (1) hour, unpaid. This lunch hour is currently waived under the existing hours set by the Public Works 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. The two fifteen (15) minute breaks may be combined to a time mutually agreed upon by both parties.

**Section 4:** All employees are expected to be at their work stations, 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 a period other than his/her 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 hours pay guaranteed at the overtime rate, regardless of how many minutes an employee works.

### **Section 2:**

- A. On-call employees must be available and fully capable of performing the functions of the job, and must report to work within sixty (60) minutes of being dispatched.
- B. On-call time shall be rotated between Driver/Laborers by seniority. Employees who are assigned the cellphone shall be compensated the amount of \$100.00 per week.
- C. 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 supervisor.

### **Section 3:**

Employees “on call” will have the use of a Borough owned vehicle for work purposes only. The Borough’s Vehicle Use Policy, found in the Borough of Pitman Employee Policies and Procedures Manual, shall apply for this purpose.

## ARTICLE V - OVERTIME & COMPENSATORY (COMP) TIME

**Section 1:** Overtime shall be considered all time worked in excess of an employee's normal workweek, and shall be compensated at the rate of one and one-half the employee's base rate of pay. Except for in the case of an emergency, overtime shall be planned and preapproved by the Public Works Manager. However, full time employees shall not receive overtime wages until said employee has worked forty (40) hours in one (1) week. A forty hour week is defined as consecutive days which includes prior approved scheduled time off or an absence verified with a doctor's note.

**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:** Management, in its sole discretion, shall distribute overtime in an equitable manner.

**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, work day, or work week 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.

**Section 11:** Overtime shall be paid currently. Alternatively, employees may 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 Standard Act. An employee wishing to schedule time off using comp time must make a written request to the Public Works Manager at least twenty-four (24) hours in advance of the time sought. The scheduled time off must be in four (4) or eight (8) hour increments, and may not exceed eight (8) consecutive hours. At the end of each calendar year, any unused comp time is forfeited. No compensatory time may be carried forward into the new year or sold back for cash payment.



**Section 12:** On call individuals should be utilized last for overtime rotation, unless the on call person desires to perform the overtime.

**Section 13:** All full-time employees must participate in the on call rotation.

## ARTICLE VI – SENIORITY

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:** Health insurance benefits shall be implemented on the first day of the month following the completion of the sixty (60) days of employment. 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. In all cases, the employee shall be responsible for the health and prescription benefit contribution as outlined in Chapter 2, P.L. 2010.

**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.

The complete benefit plan is on file in the Municipal Clerk's office and a Summary Plan Description shall be provided to all full time employees. Part-time, seasonal, and temporary employees are not eligible for health benefits.

Part-time employees are defined here as employees who work under thirty (30) hours in a work week. Temporary or seasonal employees are those who work less than 944 hours in a 12 month calendar period. Persons who work more hours per week or more hours in a 12 month calendar period will be eligible for coverage.

**Section 5:** Health insurance coverage for employees on an unpaid Leave of Absence of more than six (6) weeks, or who ceases Borough employment, will terminate at the end of the month in which such unpaid leave begins or employment is terminated. Coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act, and for up to thirty weeks for employees on Military Leave. Employee will continue to be responsible for the health and prescription benefit contribution as outlined in Chapter 2, P.L. 2010.

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 full-time employment with 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:** It is further agreed that the Employer shall pay or cause to be paid to the South Jersey Public Employees Health and Welfare Fund, the sum listed below per annum for each full-time employee who is a member of the Union, and for whom the Union is the bargaining agent for the purpose of this contract. This coverage shall be for optical and dental benefits.

2016 up to a maximum of \$900.00 per annum

2017 up to a maximum of \$900.00 per annum

2018 up to a maximum of \$920.00 per annum

2019 up to a maximum of \$920.00 per annum

## 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.

## ARTICLE IX — HOLIDAYS

**Section 1:** 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  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Christmas

**Section 2:** All full time 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/her 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, and shall be at the discretion of the Public Works Manager.

**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:

<u>Years of Service</u>	<u>Amount of Vacation</u>
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	23 days

Forty (40) hours of vacation leave not used in any calendar year may be carried over for only one calendar year. Employees who carry over vacation time per year must use the carried over vacation time and at least one half of new vacation time each 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 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 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 Supervisor 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.

**Section 5:** Accrued compensation time, may not be sold back unless the Borough determines that it is an emergency condition or time of a staff shortage. In these cases alone, compensation time may be sold back at the employee's normal hourly rate.

#### 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 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 as the 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 an 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 at least one (1) hour prior to their shift and notify the Department Supervisor 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 supervisor of the employee involved.

- E. At the end of each calendar year, an employee's unused sick time is added to the allotment for the following year. The accumulation continues from year to year, but may not exceed 1,040 hours (26 weeks). Employees will be paid one (1) day for every two and one half (2.5) days of their total accumulated unused sick time at the time the employee resigns or retires from employment.

## ARTICLE XII — WORKER'S COMPENSATION

When an employee is injured on duty, he/she is to receive his/her 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

Five (5) calendar days with pay shall be granted for each death of an employee's immediate relative. Immediate relative includes spouse, or significant other, civil union partner, parent, parental guardian, step parent, mother-in-law, father-in-law, child, and stepchild. All employees are entitled to a three (3) calendar day leave of absence for each death of a sibling, grandparent, daughter-in-law, son-in law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. All employees are entitled to one (1) day paid leave of absence for non-immediate family members.

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

Employees are afforded benefits as described under the Federal Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA).

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

Requests for leaves of absence for permanent or full-time employees, who are members of the Armed Forces, shall be permitted pursuant to the provisions of N.J.S.A. 38A:4-4, or members of the United States Armed Forces Reserves up to thirty (30) days pursuant to N.J.S.A. 38:23-1.

### **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/she is on leave with all increases granted during leave for the 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.

F.       **Section 6:**     Loss of Benefits

An employee who would lose benefits coverage under any of the preceding sections, shall retain all rights he/she may have under any applicable law to purchase such benefits from the employer at his/her own expense.



ARTICLE XIV — WAGES

**Section 1:** Rate increases for all unit employees shall be as follows:

January 1, 2016 — 2%

January 1, 2017 — 2%

January 1, 2018 — 2%

January 1, 2019 — 2%

	2016	2017	2018	2019
A. General Laborer	\$21.25	\$21.68	\$22.12	\$22.57
B. Driver/Laborer	\$22.15	\$22.60	\$23.06	\$23.53
C. Assistant Foreman	\$25.77	\$26.29	\$26.82	\$27.36
D. Foreman	\$26.90	\$27.44	\$27.99	\$28.55
E. Mechanic	\$27.39	\$27.94	\$28.50	\$29.07

**Wage increases for 2016 will be retroactive to January 1, 2016**

**Section 2:** The ninety (90) day probationary rate shall be \$3.00 less than the hourly rate of the Driver/Laborer.

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.

**Section 3:** Current and future Foremen must have at least two (2) years of service to the department, and have completed one (1) training course in leadership, ethics, communication, and sensitivity, as provided by the local union.

ARTICLE XV — CONTRACTING AND SUBCONTRACTING

Management reserves the right to contract and subcontract as it sees fit, and such subcontracting will not result in layoffs.

## ARTICLE XVI — LAYOFF

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. An employee may bump back to lower classification only if he/she has been promoted from such lower classification.

## ARTICLE XVII – UNIFORMS, CLOTHING, AND TOOLS

**Section 1:** In years 2016 and 2017 of this contract, all full time employees shall receive a \$600.00 yearly allowance for all uniform clothing, boots, and rain gear. In years 2018 and 2019, the clothing allowance for all full time employees will be \$650.00 annually. After an employee has ample daily clothing (pants, shirts and boots) he/she may purchase other uniform clothing (cold weather gear) at his/her discretion. A uniform vendor(s) will be selected by management in consultation with the union membership for the purchase 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 annual allotment. No design alterations are to be performed on uniform clothing.

**Section 2:** If the Mechanic is required to furnish his or her own tools or equipment, he/she shall be provided with a \$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 employee, 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. Mechanic must provide receipts for all tools purchased under this allowance. This Section shall apply to a Mechanic only.

## ARTICLE XVIII – 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, and including 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 Public Works Manager 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 Public Works Manager, 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 Borough Administrator or the Council Liaison to Public Works in writing within, five (5) days after the response from the Public Works Manager who shall meet with the union within thirty (30) days, and then 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 the Borough Administrator or the Council Liaison to Public Works, and providing 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 makes copies available to the other party and the arbitrator.

## ARTICLE XIX – 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 his/her driver's license for a period in excess of six (6) months shall be discharged from employment with the Borough of Pitman. Note, however, that the Borough reserves the right to take disciplinary action, up to and including termination, as a result of any loss of a driver's license.

**Section 6:** Disciplinary action will be initiated and served on an employee within ninety (90) days of the precipitation of the incident (s), or within ninety (90) days of 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 timelines shall be followed as listed in the Borough's current approved and adopted version of the Personnel Policy and Procedures Manual dated March 28, 2016.

## ARTICLE XX – 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 and the employer has

the burden of proof by a preponderance of the evidence.

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 XXI - POSTING OF PERMANENT VACANCIES

**Section 1:** Any vacancies or newly created positions in the Public Works Department will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a job description, required qualifications, and the procedure to be followed by employees interested in applying. Note, however, the Borough reserves the right to not fill vacant positions.

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

#### ARTICLE XXII — 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 XXIII – EQUAL TREATMENT

There shall be no coercion, intimidation, or discrimination on the part of the Employer or the union or their respective agents, officers, or members as described in the New Jersey Discrimination in Employment Law, the Americans with Disabilities Act, and the Employer/Employee Rights Act under the National Labor Relations Act.

## ARTICLE XXIV – SAFETY AND HEALTH

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 XXV— STRIKES AND LOCKOUTS

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, intentional slowdown in the rate of work, or in any manner cause interference with, or stoppage of, the Employer's work.

## ARTICLE XXVI - 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, or to the Employer of his representative, both written and oral.

**Section 3:**        Visits by Union Representative

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 XXVII - 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 mechanic, driver/laborer, and/or lead driver/laborer job classifications.

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

**ARTICLE XXVIII — EDUCATION**

The Employer agrees to pay for the cost of all continued education or certification programs that may be required for the performance of the employee's job. Participation in such programs must first be approved by the Public Works Manager, and follow the Educational Assistance and Training Policy (Borough of Pitman Resolution No. 171, 2009) found in Section Seven of the Borough of Pitman Personnel Policy and Procedure Manual.

**ARTICLE XXIX - DUPLICATION OF AGREEMENT**

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 OF AGREEMENT

**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 not be before the expiration date set forth in the preceding paragraph.

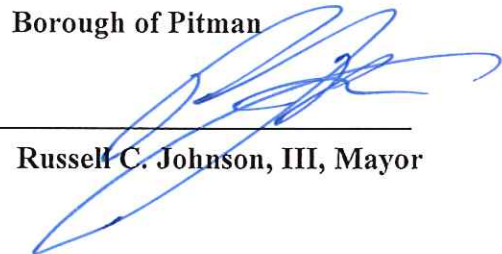
IN WITNESS WHEREOF, the undersigned set their respective hands.

THIS 13<sup>th</sup> DAY OF May, 2016

American Federation of State, County,  
And Municipal Employees, AFL-CIO  
District 71, Local 3303B

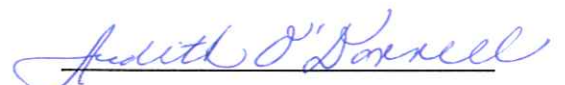
  
Executive Director, AFSCME Council 7

Borough of Pitman

  
Russell C. Johnson, III, Mayor

ATTEST:



  
Judith O'Donnell  
Borough Clerk/Administrator