

TOWNSHIP OF DEPTFORD
And
TEAMSTERS LOCAL UNION NO. 676 AFL-CIO
PUBLIC WORKS, PARKS & FACILITY MAINTENANCE EMPLOYEES

The Township of Deptford ("Township") and the Teamsters Local Union No. 676 ("Union") on this ~~20th~~ day of may, 2024 hereby agree to the following corrections to their collectively negotiated agreement presently in effect, all other provisions of said agreement not expressly referred to herein remain unchanged.

ARTICLE 2
RECOGNITION

The following titles shall now be added as a part of the bargaining unit: Laborer 1 code number is 02248, Laborer 2 code number 06634, Laborer 3 code number 06633, Maintenance Repair code number 02328, Senior Maintenance Repair code number 03425, Sign Maker 1 code number 03706, Sign Maker 2 code number 03705, Sign Maker 3 code number 03588, Truck Driver code number 04222, Truck Driver Heavy code number 04226, Heavy Equipment Operator code number 02001, Road Repair 1 code number 03090, Road Repair 2 code number 03567, Road Repair 3 code number 06655, Mechanic code number 02434.

NEW ARTICLE 19
ABSENTEEISM & TARDINESS

Section 1

Absence and tardiness increase the burden on employee workloads to maintain satisfactory levels of the Township. Punctuality in reporting for duty or returning from authorized breaks is a contractual obligation of all employees.

To minimize the negative impact on both employees and the Township customers, Supervisors shall review employee time cards on a regular basis to identify chronic absenteeism and/or tardiness problems. Chronic absenteeism and/or tardiness is defined as three (3) or more instances in any fifty (50) day period. Employees who exhibit attendance and/or tardiness problems will be subject to progressive disciplinary procedures as outlined in Section 4 of this Article.

Section 2

Definitions:

Excused Absenteeism: Leave is accepted and approved by Supervisor.

Unexcused Absenteeism: Failure to report to work without notification to Supervisor; the use of sick leave before or after a holiday without a doctor's verification; or, any other leave not approved by a Supervisor.

Excused Tardiness: Lateness due to an emergency which is accepted and approved by Supervisor.

Unexcused Tardiness: All other cases, including a lateness not approved by Supervisor.

Section 3:

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Tardiness will be tolerated only when the supervisor gives prior approval, including under emergent circumstances. All instances of tardiness must be reported through the employee call out line prior to the start of the normal workday, specifically no later than fifteen (15) minutes prior to the start of the employee's shift.

Time clocks and timecards are the property of the Township. Supervisors will certify the accuracy of time and attendance records on a weekly basis.

In the instances where Supervisory approval was not obtained, or the employee failed to report their tardiness to their Supervisor prior to the start of their shift, the employee must report immediately to their Supervisor after clocking in late. If an employee fails to report to their Supervisor and their Supervisor discovers the tardiness during a weekly timeclock audit, the employee could be subject to discipline up to and including termination as outlined in Section 4.

Any deliberate attempt to damage or destroy time clocks and timecards is cause for termination.

Section 4:

Time will be recorded in fifteen-minute intervals. Employees who clock in late shall be subject to the following in terms of docking pay:

<u>Tardiness</u>	<u>Docking</u>
Up to 14 minutes	Marked as late (no time docked)
Up to 15 minutes	¼ hour docked
Up to 30 minutes	½ hour docked
Up to 45 minutes	¾ hour docked
Up to 60 minutes	1 hour docked

Disciplinary Action for Unexcused Absenteeism/Tardiness:

- First occurrence – Verbal Warning
- Second occurrence – First Written Warning

Third occurrence – One (1) Day Suspension
Fourth occurrence – Three (3) Day Suspension
Fifth occurrence – Five (5) Day Suspension
Sixth occurrence – Termination

Unexcused Absenteeism/Tardiness occurrences are purged from the employee's records on the one (1) year anniversary date in which they were incurred.

...
ARTICLE 23
OVERTIME

Section 2: ... G. Employee shall receive time and one half (1 1/2) the employee's regular base rate on Saturday and double time on Sunday. **This provision excludes on-call assignments with the exception of on-call assignments on a Sunday. Employees shall receive double time for any hours worked in excess of two (2) consecutive hours during on-call assignments on a Sunday.**

...
~~**Section 3**~~ **Section 4 (moved from Article 22):** On-call duty is a weeklong cycle commencing on Monday at 7:00am and concluding the following Monday at 6:59am. Employees who conduct on-call duty will be compensated at a rate of \$35.00 per day. ~~flat rate of \$200.00 for a week-long cycle.~~

New Section 5: Wheel Overtime Distribution. Overtime is offered based upon a rotating overtime seniority list and based upon the necessary qualifications for the overtime coverage sought. Should an employee holding seniority not possess the necessary qualifications for the coverage sought, the wheel shall move to the next senior person who possesses the necessary qualifications. If an employee chooses not to work offered time, the employee's opportunity to work will be waived for that time, and the Township will continue down the voluntary overtime list. In the event that the Township needs to mandate overtime, it will be mandated by inverse rotational seniority. If the person mandated to work cannot report because of a reason to which the Township authorized as a legitimate excusal, they will be required to work the next time mandated overtime is required. Any discrepancies with overtime assignments shall be discussed as necessary between the employee, Union and Township. Effective _____ 1, 2024 the wheel shall completely reset for tracking purposes.

...
ARTICLE 26
HOLIDAYS AND PERSONAL LEAVE DAYS

b. ~~When an employee is called upon to work on such designated holiday, he shall be paid, in addition to his regular straight time, one and one-half (1½) times his regular rate of pay for all hours worked on such holiday.~~

...
New "e": An employee may utilize personal time in lieu of sick time in the event they must leave work early for an emergency, subject to their supervisor's approval.

ARTICLE 27
VACATIONS

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Section 2: Effective for employees hired on or after January 1, 2024, where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Township's business, as determined and approved in writing by the Township Manager or his designees, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only. **No employee may carry more than one year's worth of vacation time to the next year. Employees hired prior to January 1, 2024 shall retain existing time and not be subject to the above carry over cap.**

...

Section 4: All vacations shall be granted, so far as practicable, in accordance with the desires of the employee. Employees shall submit vacation requests at least **two (2) weeks** ~~one (1) month~~ in advance. Preference for vacation time shall be given in order of seniority.

~~Section 5: Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued and earned during the year of termination.~~

...

Section 8: All Earned unused vacation which was not used at the time of retirement, due to disability, death or termination of employment ~~except for discharge for just cause~~ shall be paid to the employee or his next of kin on the retirement, disability retirement or death ~~or termination of the employee.~~ **The maximum amount of vacation time to be paid out shall be limited only to the prior year's accrual plus the time accrued the year of retirement or death and capped at \$10,000.00 maximum payment.** In the event an employee has used vacation which was not earned at the time of resignation, ~~termination,~~ death or retirement, the Township shall be reimbursed for said unearned vacation day. Pay in lieu of vacation will not be granted by the Township.

New Section 9: Any employee with vacation time in excess of two (2) years will be required to utilize the excess vacation time and shall be scheduled by the Township to take such time in order to reduce their unused time below the maximum allowance of two (2) years. Such implementation shall take effect during the year of 2024 only, January 1, 2024 through December 31, 2024. Effective January 1, 2025, any vacation time in excess of two (2) years if not used will be lost.

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ARTICLE 30
SICK LEAVE

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Section 2: A certificate from the Township Physician or the employee's own physician may be required as sufficient proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Township Department of Health may be required. All other requests for sick leave and certificates required thereunder shall be in accordance with **Article 31 478-39.**

...

~~Section 6: Employees may sell back accrued sick time to the Township on an annual basis. However, employees may only sell back a maximum of 7.5 sick days per year and only sick days that were accrued during the year of the sellback.~~

ARTICLE 31
ADDENDUM – 47B-39 REQUEST FOR LEAVE

A request for any type of leave shall be made on a form prescribed by the Municipal Manager. Such request whenever possible, shall be made far enough in advance to permit approval, and at the same time, permit coverage for the particular employment so that municipal services shall not suffer. In the case of sick leave, the employee shall notify his department **within the hour preceding the start time of his shift, but no later than fifteen (15) minutes prior to the start of the shift**, ~~head immediately within the first hour of the shift~~ if he is unable to report for work. When an employee is absent from work because of illness for more than three (3) days, the department head shall require the employee to submit a certificate from his physician relating to his illness. The Municipal Manager, in his discretion, may require the employee to submit a physician's certificate for absences of two (2) or three (3) days. In a case of illness of a chronic or recurring nature causing an employee's periodic or repeated absence of one (1) day or less, **employees shall follow the Township's Family Medical Leave Act and New Jersey Family Leave Act policies with respect to re-verifications that may be necessary.** ~~the Municipal Manager may require one (1) medical certificate for every six (6) month period.~~

ARTICLE 33
PAYMENT FOR ACCUMULATED SICK LEAVE

~~Section 1:~~ Full-time employees covered by this Agreement having documented, accumulated sick leave from their date of hire through December 31, 1985, shall have said sick leave frozen. The employee, upon retirement or separation from employment With the Township in "good standing" shall be paid fifty-five (55%) of said documented, accumulated sick leave.

~~Section 2:~~ Effective January 1, 1986, and subsequent years, fifty (50%) percent of accrued sick leave earned in accordance with Article 30 of this Agreement, not used, in a total amount not to exceed the 7.5 maximum number of sick days in accordance with Article 30 of this Agreement, shall be paid to the employee in the last payroll period of the calendar fiscal year of the Township. The remaining accrued, not used, sick leave shall be banked. Employees covered by this Agreement shall have the option to BANK all earned, unused sick leave for extended, legitimate illness. The employee shall, on or before December 1st of each calendar, fiscal year, notify the Department of Finance and Administration of the option to be exercised.

~~Section 1 3:~~ Accrued sick leave earned but not used after January 1, 1986, and subsequent years, shall be capped at a maximum of \$5,000.00 upon separation or retirement from the Township in good standing.

~~Section 4:~~ Employees covered by this Agreement shall first use accumulated, earned sick leave FROZEN and BANKED as per the provisions of Section 1 of this Article before being eligible to use accrued, earned sick leave BANKED in accordance with Section 2 of this Article.

~~Section 2 5:~~ Employees covered by this Agreement terminated for cause shall not be entitled to the provisions of this Article.

ARTICLE 35
LEAVES OF ABSENCE

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~~General Leave: Any permanent employee desiring leave without pay for personal reasons shall make a request in writing to the Director or the Department in which he is employed, not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the Township Manager who shall review all recommendations for leaves of absence as submitted by the Department Director.~~

~~Employees may not be gainfully employed during the period of such leave, Falsification of the reason for leave, or failure to return promptly at the expiration of the leave, shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.~~

ARTICLE 39
HEALTH BENEFITS

...

Section 5: The Township agrees to provide health and prescription insurance with participation in or equal to the health benefits plan as follows:

For employees hired prior to August 1, 1991: When an employee retires after twenty-five (25) years of service in PERS or on disability retirement, the Township will continue to provide for his/her health insurance and prescription benefits, including spouses, domestic or civil union partners, **subject to contributions for health benefits in accordance with the Public Law 2011 Chapter 78.** ~~and eligible family members, at no cost to the employee, including reimbursement by the Township of any required Medicare premium payments, subject to the terms set forth herein.~~

For employees hired prior to August 15, 2021: When an employee retires after twenty-five (25) years of service in PERS and twenty-five (25) years of service with the Township, or on disability retirement, the Township will continue to provide for his/her health insurance and prescription benefits, including spouses, domestic or civil union partners, **subject to contributions for health benefits in accordance with the Public Law 2011 Chapter 78.** ~~and eligible family members, at no cost to the employee, including reimbursement by the Township of any required Medicare premium payments, subject to the terms set forth herein.~~

For employees hired on or after August 15, 2021: When an employee retires after twenty-five (25) years of service in PERS and twenty-five (25) years of service with the Township, ~~or on disability,~~ the Township will continue to provide for his/her health insurance and prescription benefits **subject to contributions for health benefits in accordance with the Public Law 2011 Chapter 78.** ~~for the employee only, at no cost to the employee, including reimbursement by the Township of any required Medicare premium payments, subject to the terms set forth herein. If an employee is approved for a disability retirement, the employee must have twenty-five (25) years of service with the Township at the time of approval in order to receive Township sponsored medical coverage for the employee only as well as reimbursement of Medicare premium payments."~~

ARTICLE 40
TRAVEL ALLOWANCE

Section 1: The Township agrees to provide, subject to rules and regulations of the Township Manager, mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The mileage allowance rate will be **sixty-six (66¢) ~~twenty-two (22¢)~~** cents per mile.

ARTICLE 41
PAY PERIODS & COMPENSATION

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Section 2 – Yearly Increases

1. In 2021, all employees shall receive a ~~\$2.00~~ an hour increase. ~~\$1.00~~ of said increase shall be retroactive to January 1, 2021. The second ~~\$1.00~~ increase shall be retroactive to August 2, 2021. In 2024, Employees making \$15.00/hr shall receive a \$3.00/hr increase; employees making \$16.00/hr up to \$21.00/hr shall receive an increase of \$2.25/hr; and, employees making over \$21.00/hr shall receive a \$2.00/hr increase.

Also in 2024, Employees being promoted into the following titles shall receive a \$2.00 per hour increase, in year one only: Laborer 2 code number 06634, Laborer 3 code number 06633, Maintenance Repair code number 02328, Senior Maintenance Repair code number 03425, Sign Maker 1 code number 03706, Sign Maker 2 code number 03705, Sign Maker 3 code number 03588, Truck Driver code number 04222, Truck Driver Heavy code number 04226, Heavy Equipment Operator code number 02001, Road Repair 1 code number 03090, Road Repair 2 code number 03567, Road Repair 3 code number 06655, Mechanic code number 02434.

2. In ~~2022~~ 2025, all employees shall receive a ~~\$1.00~~ \$1.50 an hour increase.

3. In ~~2023-2026~~, all employees shall receive a ~~\$1.00~~ \$1.50 an hour increase.

...

New Section 4: Effective January 1, 2024 and for year one of the Agreement only, all employees holding a Class A CDL shall receive an increase of \$0.50 per hour. Effective January 1, 2024 and for year one of the Agreement only, all employees holding a Tanker and/or Passenger endorsement that is beneficial to the Township's operational necessity shall receive an increase of \$0.25 per hour. The Township only requires a maximum of eight (8) Tanker endorsements and three (3) Passenger endorsements, with such selections to be based upon seniority.

ARTICLE 46
CLOTHING ALLOWANCE

Section 1: ... Beginning in 2021, the Township shall provide a clothing allotment of \$750.00 per year. The first installment of \$375.00 shall be ~~paid~~ **available** on or before March 15th and the second \$375.00 on or before September 15th of each contract year. Employees will be able to purchase anything from the Township-approved store/retailer, however; such purchases must be for the sole purpose of maintaining an employee's uniform.

Section 1: ... Beginning in 2021, the Township shall provide a clothing allotment of \$750.00 per year. The first installment of \$375.00 shall be ~~paid~~ **available** on or before March 15th and the second \$375.00 on or before September 15th of each contract year. Employees will be able to purchase anything from the Township-approved store/retailer, however; such purchases must be for the sole purpose of maintaining an employee's uniform.

ARTICLE 48
DEFINITIONS

...
B. Provisional Employee: Any provisional employee appointed by the Township pending regular appointment from a Civil Service certified employment list shall be subject to a three (3) month probationary period to evaluate the employee's work performance and conduct to determine whether or not the employee merits continued employment with the Township. During the probationary period, the employee shall be employed on a "trial basis" and may be terminated without recourse. Upon successful completion of the Probationary Period, the employee's seniority status only shall then be determined by using the employee's date of hire. A Provisional Employee shall not be entitled to Permanent Employment status defined as an employee who has attained tenure and rights resulting from Regular Appointment and successful completion of the working test period. All newly hired full-time employees **shall be offered to enroll for health benefits within two (2) months of their date of hire.** ~~not be entitled to health benefits provisions of the Township during the first three (3) months of employment and successful completion of a working test period and for Probationary Period as defined in this Article.~~

ARTICLE 49
DURATION

A. This Agreement shall be in full force and effect as of **January 1, 2024** up to and including **December 31, 2026**. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Union. All the provisions of this Agreement will continue in full force and effect beyond the day of expiration set forth herein until the successor Agreement has been executed and becomes effective between the parties.

DISCUSSION POINTS AGREED TO NOT OTHERWISE CONTAINED IN
AGREEMENT

a. The Township shall purchase work phones for all employees while working.

TOWNSHIP OF DEPTFORD

Paul Medany

TEAMSTERS LOCAL NO. 676

David Mullary - David Mullary

Mario Benedetti - Mario Benedetti

May 21, 2024

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF
DEPTFORD AND TEAMSTERS LOCAL UNION NO. 676 AFL-CIO PUBLIC WORKS,
PARKS & FACILITY MAINTENANCE EMPLOYEES**

Picked up by: _____ **Date** _____ **Time** _____
Signature

Signature **Date** _____ **Time** _____

Signature **Date** _____ **Time** _____

Delivered to: _____ **Date** _____ **Time** _____
Signature

Return this form to the Clerk's Office.

May 21, 2024

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF
DEPTFORD AND TEAMSTERS LOCAL UNION NO. 676 AFL-CIO PUBLIC WORKS,
PARKS & FACILITY MAINTENANCE EMPLOYEES**

Picked up by: _____ Date _____ Time _____
_____ Date _____ Time _____
_____ Date _____ Time _____

Delivered to: _____ Date _____ Time _____

Return this form to the Clerk's Office.

RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN DEPTFORD TOWNSHIP AND TEAMSTERS LOCAL 676 PUBLIC WORKS, PARKS & FACILITY MAINTENANCE EMPLOYEES

WHEREAS, the Township of Deptford ("TOWNSHIP") wishes to enter into a Collective Bargaining Agreement with Local 676 ("UNION") establishing certain terms and conditions of employment of Public Works, Parks & Facility Maintenance Employees of Deptford Township to be effective January 1, 2024 through December 31, 2026; and

WHEREAS, TOWNSHIP and the UNION have executed a Collective Bargaining Agreement which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, TOWNSHIP possesses the authority to enter into a Collective Bargaining Agreement with the UNION; and

WHEREAS, the TOWNSHIP finds that it is in its best interest to enter into the Collective Bargaining Agreement with the UNION.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Township of Deptford as follows:

1. The TOWNSHIP has approved the terms and language of the Collective Bargaining Agreement with the UNION.
2. The TOWNSHIP Mayor, Paul Medany, is now authorized to execute the Memorandum of Agreement encompassing the negotiated changes as well as the Collective Bargaining Agreement encompassing said changes on behalf of Deptford Township.
3. Accordingly, the TOWNSHIP shall execute same.

ATTEST:

Township of Deptford

Michelle Hack
Michelle Hack, RMC, Township Clerk

Paul Medany
Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 20th day of May 2024 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE -- Resolution R.128.24				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Hufnell	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Schocklin	✓			

Michelle Hack
Michelle Hack, RMC, Township Clerk