

A G R E E M E N T

BETWEEN

TOWNSHIP OF DEPTFORD
DEPARTMENT OF PUBLIC WORKS
AND PARKS AND RECREATION

AND

TEAMSTER LOCAL UNION NO. 676
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, AFL/CIO

EFFECTIVE DATES:

JANUARY 1, 2006
UP TO AND
INCLUDING
DECEMBER 31, 2008

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ARTICLE 1 **PREAMBLE**

This Agreement by and between the Township of Deptford, a Municipal Corporation of the State of New Jersey, or its successors, together with such Township properties as may be acquired, hereinafter referred to as the Township and Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereinafter referred to as the Union. This Agreement is entered into in order to promote and ensure harmonious relations, cooperation, and understanding between the Township and its employees; and to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the people of the Township of Deptford and its employees. It is the intent of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

ARTICLE 2 **RECOGNITION**

The Township hereby recognizes the Union, pursuant to the New Jersey Public Employees Relations Commission Docket #RO-85-1050, as the exclusive representative for the purpose of collective bargaining negotiations for all non-supervisory, blue collar employees of the Township of Deptford Department of Public Works.

This Agreement shall exclude all supervisors, managerial executives, confidential employees, professional employees and employees in other recognized collective bargaining units of the Township of Deptford.

ARTICLE 3 **EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete Agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

ARTICLE 4 **SEVERABILITY**

In the event that any provision of this Agreement between the parties shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to

be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the Township of Deptford. Accordingly, the Township of Deptford retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend, demote or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and control of equipment and materials; purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement and State Law.

Section 2

The Township may suspend, discharge or demote an employee for sufficient and reasonable cause, but the employee or his representatives shall, upon request, be entitled to an appeal and hearing, at which the reason for such action as taken shall be given.

Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority pursuant to N.J.S.A. 40A: 1 et seq., or any other nation or state, county or local laws.

Section 4

Nothing contained herein shall be construed to deny or restrict the rights granted the employees pursuant to N.J.S.A. 34: 13A-5.3, but under no circumstances shall such statute be deemed to require binding arbitration between the parties hereto.

ARTICLE 6 **LOYALTY-EFFICIENCY-NO DISCRIMINATION**

Section 1

Employees of the Township agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Township and its interest; that they will cooperate with the Township in promoting and advancing the welfare and prosperity of same at all times.

Section 2

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or Union affiliation. Both the Township and the Union shall bear the responsibility for complying with this provision of this Agreement.

Section 3

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4

The Township agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Township or any Township representative, against any employee because of Union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.

Section 5

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 7 **MAINTENANCE OF WORK STANDARDS/
NO STRIKE OR LOCKOUT**

Section 1

The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support any strike (e.g. the concerted failure to report for duty or willful absence of any employees from their positions or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2

In the event of a strike, slowdown, walkout or other job action, it is convened and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, (subject, however, to the application of the grievance procedure contained in this Agreement).

Section 3

The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the Township.

Section 4

The Township agrees that it will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.

ARTICLE 8 **MAINTENANCE OF STANDARDS**

Section 1

With respect to matters not covered by this Agreement, the Township will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and, when appropriate, without

negotiation with the Union, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Township by the Management Rights Clause of this Agreement.

Section 2

Employees shall retain all civil rights under the Jersey State and Federal Law.

ARTICLE 9 SHOP STEWARDS

The Township recognizes the right of the Union to designate Shop Stewards and alternates from the Employer's seniority list. The authority of Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities;

1. The investigation and presentation of grievances to the Township or the Township's designated representative in accordance with the provisions of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information:
 - a. have been reduced to writing; or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs or any other interference with the Township's business.

Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Township's business, except as authorized by official action of the Union. The Township recognizes these limitations upon the authority of Shop Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Township in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-downs or work stoppage in violation of this Agreement. However, before imposing any such action, the Township must prove that the Shop Steward has taken any such action in violation of this provision.

ARTICLE 10 ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Township premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to.

Access of said Union Official shall be subject to reasonable time and place limitations, and shall in no case interfere with or impede Township business activities being conducted on or around municipally-owned facilities.

ARTICLE 11 **ORDERS AND DECISIONS**

Shop Stewards or alternates shall not give orders to employees nor countermand orders of management. Further, they shall not be the sole judge in determining whether there are unsafe conditions existing. However, the Business Agent shall have the right to investigate and determine along with management, disputes regarding unsafe conditions.

ARTICLE 12 **INVESTIGATION OF GRIEVANCES BY SHOP STEWARDS**

Shop Steward shall, upon notice to the Department Head, be permitted to investigate, present and process grievances on the property of the Township without loss of time or pay. Such time spent in handling grievances shall not be considered working hours in computing daily and/or weekly overtime.

ARTICLE 13 **AGENCY SHOP - CHECK OFF OF DUES**

The Township, upon being authorized voluntarily and in writing by an employee subject to this Agreement, shall deduct from compensation paid to the employee dues for Union membership in compliance with N.J.S.A. 52: 14-15.9e, as amended.

A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the Township, during the month following the filing of such card with the Department of Finance and Administration of the Township.

In addition, the Township agrees to deduct from compensation paid to employees subject to this Agreement, but not members of the Union, a representation fee in lieu of dues for services rendered by the majority representation in an amount equal to eight-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee upon thirty (30) days notice reflecting changes in the regular Union membership dues, fees and assessments.

The 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

covered by this Agreement.

Deductions for membership dues will be made from the first payroll period of each month and shall be applicable to the dues for that month only. All deductions of Union membership dues shall be paid to the designated Local Union Treasurer.

Any employee covered by this Agreement may withdraw his written authorization for deduction of dues at any time by filing of a notice of such withdrawal with the Department of Finance and deduction authorization cannot be effected for a period of three (3) months. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms or liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the Union.

ARTICLE 14 **CONFLICTING REGULATIONS**

Any specific or general provision of this Agreement notwithstanding wherever a provision of this contract is determined to be in conflict with the Civil Service Law of the State of New Jersey, or with rules, regulations or procedures thereunder, the Civil Service Law, regulations, rules and procedures shall be controlling, subject to review by normal grievance or judicial process.

ARTICLE 15 **GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1

The purpose of this Article is to provide an orderly settlement of any grievance, as herein defined. The term "grievance as used herein means any controversy arising over the interpretations, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual unit employee, a group or unit of employees, or the Union, at the request of any such individual or group.

Disputes concerning terms and conditions of employment set by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein.

A grievance shall be filed in writing within five (5) working days of its alleged occurrence and be processed in accordance with the following steps:

STEP 1: Between the aggrieved employee, with or without his Steward, and his Supervisor. If no satisfactory Agreement is reached within three (3) working days, the Union may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.

STEP 2: A meeting between the aggrieved employee with the steward and the employee's immediate supervisor shall be held within ten (10) working days following the day the written grievance was filed. If no satisfactory Agreement is reached within three (3) working days after the meeting, or after the expiration of the foregoing ten (10) working day period, then

STEP 3: A meeting between the aggrieved employee, with the Steward, and the Department Head scheduled by the Department Head within ten (10) working days following the day the Step Two meeting is held, after the meeting or after the expiration of the foregoing ten (10) working day period, then

STEP 4: A meeting between a Business Agent of the Union with the Steward in conference with the Township Manager or his designated representative(s) at a time to be fixed by mutual Agreement between Township Manager or his designated representative and the Business Agent of the Union.

Should no acceptable Agreement be reached within an additional ten (10) working days, then the matter may be referred to arbitration by the Township or the Union only.

Either the Union or the Township may have witnesses whose testimony is relevant at Step Three meeting. A witness attendance will be limited, however, to the time required to present his testimony.

Section 2 ARBITRATION

1. If the grievance is not settled in the foregoing steps, then either party may, with written notice to the other, within thirty (30) working days after the answer to Step Four, submit said grievance to arbitration. The arbitrator shall be selected as follows:

a. The Union or the Township only shall request of the American Arbitration Association a list of five (5) impartial arbitrators.

b. When the list is received the Union shall strike two (2) names from the list and the Township shall then strike two (2) names. The person remaining shall be the Arbitrator.

2. The Arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.

The Arbitrator shall set forth his findings and award within thirty (30) days after the closing of

the arbitration hearing. The arbitrator's findings and award shall be in writing and shall be final and binding on the parties. Each party shall bear the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be borne equally by the parties.

3. If a grievance is not appealed by the Union from one step to the next step or to arbitration within the time limits specified for each step, or as mutually extended, the grievance shall be considered settled on the basis of the last decision of the Township and shall not be eligible for further arbitration.

4. Nothing herein shall be construed to deny any individual employee his rights under Civil Service Laws or regulations. In the event the aggrieved elects to pursue current Civil Service rules for a remedy to his grievance, then no recourse to arbitration will be available and his grievance will be withdrawn.

5. In the event the Union decides not to request arbitration on behalf of the aggrieved employee, said employee can exercise his right to go to arbitration without approval from the Union and the Union will thereafter have no responsibility for such arbitration or the cost thereof. If the employee proceeds to arbitration, he shall be responsible for all arbitration costs incurred by both parties.

ARTICLE 16 SENIORITY

A. Seniority is defined to mean an accumulated length of continuous service with the Township, computed from the last date of hire.

B. An employee's length of service shall not be reduced by time lost due to absence for bonafide illness or injury certified by a physician or approved leave of absence.

C. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge with cause;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;
4. Absence for five (5) consecutive working days without leave or notice;
5. Engaging in any other employment during a period of leave; and
6. Violation of Civil Service Rules and Regulations.

D. If the Township establishes different starting times for employees in the same job classification, the senior person, if qualified in the classification, shall have the choice.

- E. Employees shall have five (5) calendar days notice of a shift change, except where any emergency necessitates a shift change within a shorter period of time.
- F. Once each year, during the month of January, the Township shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of date of hire and the Union shall be notified of such additions.
- G. After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his probationary period.
- H. Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.
- I. Seniority rights for employees shall prevail at all times unless specifically indicated otherwise, herein.

ARTICLE 17 PROMOTIONS AND PROMOTIONAL PAY

Subject to the approval of the Township Manager or his designee, an employee, when he is promoted so as to assume additional responsibilities or duties, from one classification or title to another having a higher salary grade level range, then his salary shall be increased to the minimum step of the higher classification or nearest step plus one additional step on the salary grade level. The Township Manager or his designee shall determine what a promotion is and whether the employee is entitled to the "Promotional Pay" provided for above. The Township Manager shall base his determination upon the increased responsibilities and complexities of the additional duties. Neither an increase in the volume of the same type of work now being performed or length of service in a classification will be considered as a basis for promotion. Furthermore, a change in job classification, per se, is not necessarily a promotion.

ARTICLE 18 TEMPORARY ASSIGNMENTS

- A. Temporary assignments shall be defined as a time period in excess of one (1) normal work day unit or more authorized by the employee's Department Head. If the employee works more than the one (1) day, additional compensation shall be retroactive to the first day. An employee temporarily assigned to a job paying lower scale of wages than his/her own shall suffer no reduction in said scale of wages during such temporary assignments.

Additional compensation for temporary assignments shall not apply when such assignment is for training purposes.

Temporary assignments to a higher classification shall be compensated at the additional rate of \$2.00 per hour.

ARTICLE 19 **PROMOTIONS AND TRANSFERS**

A. All job openings or vacancies shall immediately be posted by the Township on the employee's bulletin board for a period of seven (7) consecutive calendar days. At the end of that period, the position shall be awarded and become effective on the Monday of the week following the conclusion of the posting period. Any employee wishing to bid for the opening or vacant position shall do so in writing and submit same to the Township Manager.

B. All hiring and promotions to be made pursuant to Civil Service rules and regulations.

ARTICLE 20 **TRANSFERS**

Transfers can be made from one position to another in the same job title in another organizational unit. Transfers will be made with the approval of the Township Manager, based on the recommendation of the Department Head wherein the employee resides.

ARTICLE 21 **DISCHARGE OR SUSPENSION**

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. The Business Agent shall be notified of the action taken, or to be

initiated by the Township, involving dismissal or suspension of an employee covered by this Agreement.

Dismissal and suspension shall be governed by Civil Service Rules and Regulations promulgated hereunder; the Code of the Township of Deptford and Rules and Regulations adopted thereunder.

Except when an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all matters pending for grievance hearings and shall be heard promptly.

Any employee dismissed or suspended shall be entitled to the provisions of Article 15 entitled "Grievance Procedure and Arbitration".

Examples where dismissal without first discussing the matter with the Business Agent shall apply:

1. Calling or participating in any unauthorized strike, work stoppage or walkout.
2. Drunkenness, proven during working hours or being under the influence of alcohol during working hours.
3. Proven theft or dishonesty
4. Unprovoked assault on his Employer or his Employer's representative during working hours or upon another employee.
5. Illegal use of dangerous controlled substances.

ARTICLE 22 HOURS AND WORKING CONDITIONS

Section 1

The work week shall be Monday through Friday, this shall not be construed and nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time by employee covered hereunder.

Section 2

As far as practicable, nonrotating employees shall normally work five (5) consecutive days, Monday through Friday. It is understood and mutually agreed that because of the operating needs of various Township departments, other schedules of work weeks are also necessary outside of the

normal work week defined above, and the Township shall not be limited in determining such schedules.

A. The work schedule for employees covered by this Agreement shall consist of 40 hours per week in accordance with schedules as prepared by the Township Manager or his designee. The Township Manager or his designee may arrange reasonable hours for his employees so that employees covered by this Agreement shall be available to the public at all times.

B. Employees shall receive a break period of fifteen (15) minutes the morning and fifteen (15) minutes in the afternoon so long as the employees' positions are covered.

C. Employees required to work in excess of two (2) hours overtime in any one (1) day shall be afforded a fifteen (15) minute break period on Township time. Any bargaining unit employee required to work in excess of twelve (12) hours in any one (1) day shall be entitled to an additional twenty (20) minute break on Township time.

D. All time worked shall be paid for when worked. There shall be no compensatory time in lieu of time worked pay.

ARTICLE 23 OVERTIME

Section 1

Employees covered by this Agreement, overtime is defined as any time worked beyond eight (8) hours per day, as the case may be, per the work schedule assigned, or forty (40) hours per week. Overtime shall only be granted when the employee is authorized to work by a Supervisor and approved by the Township Manager or his designee.

Section 2

Payment of overtime for work authorized and performed as defined in Section 1 of this Article shall be paid as governed by any of the following conditions:

A. One and one half (1½) times the employee's regular base rate of pay for work authorized and performed beyond the normal, scheduled work-day or weekly work schedule as set forth in Article 22 entitled "Hours and Working Conditions".

B. Double time the employee's regular base rate of pay for work authorized and performed for having worked consecutively in excess of two (2) work-day periods.

- C. One and one half (1½) times the employee's regular base rate of pay for work authorized and performed on a scheduled holiday in addition to the holiday pay as set forth in Article 25 entitled "Holidays".
- D. Overtime work shall be distributed as equally as possible among employees within the same classification.
- E. Overtime shall be paid currently.
- F. If an employee is called back to duty he/she shall be guaranteed two (2) hours work, at the discretion of the Supervisor, may be released early or work the full two (2) hours.
- G. Employee shall receive time and one half (1½) the employee's regular base rate on Saturday and double time on Sunday. If employees only work on Sunday, the employee shall receive time and one half (1½) the employee's regular base rate.

Section 3

All overtime must be approved by the Township Manager.

- A. Any employee who is requested by the Township to work overtime and refuses to do so by either failing to report to work or refusing to stay on the job for the required number of hours directed, unless absent due to a valid medical or other authorized reason, shall at the discretion of management be struck from the overtime rotation list.
- B. Notwithstanding the aforesaid provisions, the Township reserves its rights in accordance with Civil Service Rules and Regulations, to compel any employee to do overtime work and to require that employee to stay on the job for the number of hours directed absent a valid medical or other authorized reason. The Township further reserves its right to initiate any and all disciplinary action against any employee who fails to report or stay at work as directed.
- C. Whenever an employee shall be more than fifteen (15) minutes late for work on any given day, without appropriate reason, the Department Head or his designee at his discretion, in the event that the employee cannot be fit into the day's work schedule, shall send that employee home for the day. Any employee instructed not to work under this provision, shall not be paid for that day.
- D. No employee's work day or work week shall be altered or reduced as a result of his having worked overtime. There shall be no pyramiding of overtime hours. To the extent practical, overtime shall be equally distributed to all employees covered by this Agreement.

ARTICLE 24 LONGEVITY

Section 1

All full-time employees covered by this Agreement currently receiving longevity and employed by the Township prior to January 1, 1985, shall be entitled to receive longevity as per the schedule enumerated in Ordinance #47B-30G(1) of the Code of the Township of Deptford.

Section 2

All full-time employees employed by the Township on January 1, 1985, or thereafter shall not be entitled to longevity compensation.

Section 3

Temporary, seasonal and permanent part-time employees shall not be entitled to longevity compensation.

ARTICLE 25 ADDENDUM

LONGEVITY COMPENSATION - ORDINANCE 47B-30G (1)

<u>Year of Service</u>	<u>Percent of Base Pay</u>
During 5th year	2%
During 6th year	3%
During 7th year	4%
During 8th year	5%
During 9th year	6%
During 10th year	7%
During 15th year	8%

ARTICLE 26 HOLIDAYS AND PERSONAL LEAVE DAYS

a. The legal paid holidays which are recognized for the purpose of this Agreement are as follows:

- | | |
|------------------------|------------------------|
| New Year's Day | Independence Day (7/4) |
| Martin Luther King Day | Labor Day |
| Washington's Birthday | Columbus Day |
| Good Friday | General Election Day |

Memorial Day
Veteran's Day
Christmas Day

Thanksgiving Day
Day After Thanksgiving

- 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.
- c. Holiday pay shall not be allowed an employee unless he is working during the week in which the holiday falls, and is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different work weeks, except in case of proven illness or injury substantiated by a medical certificate.
- d. Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his normal working period while he is on vacation, said holiday shall not be counted as a vacation day.
- e. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holiday which fall on a Sunday shall be celebrated on the following Monday.
- f. Holiday pay shall apply to all regular, provisional and permanent part-time employees, but shall not apply to employees holding temporary, emergency or seasonal positions.
- g. These provisions apply only to the above listed holidays.

Section 2 **Personal Leave Days**

- a. The Township shall grant three (3) personal days, in addition to one (1) day for the employee's birthday, annually for each employee, subject to the following conditions:

Personal leave days shall be granted by the Township upon five (5) days prior written request of the employee submitted to the Director of his Department, or his designee. Said request shall be granted, at the discretion of the Department's Director, or his designee, so long as the employee's absence can be granted without interference with the proper conduct of the Department. In the event special, extraordinary circumstances exist, the five (5) day written notice provisions hereof may be waived at the discretion of the Department Head or his designee.

Personal leave days shall not accumulate. If an emergency requires calling into work of an employee from a scheduled and approved personal leave day, or if the employee voluntarily

makes himself available for work during an emergency on a scheduled and approved personal leave day, then in that event, his personal leave day shall be re-scheduled.

b. Personal leave days are administered in the following manner:

1. Anyone on the payroll between January 1, and April 30, will earn one day;
 2. Continued employment May 1, through August 31, will earn an additional day;
 3. Continued employment September 1 through December 31st will earn another day.
- Notwithstanding the above, any personal day allowed but not earned under the four month criteria will be deducted from the employee's final paycheck.

C. The above applies to new employees, except that they may not use these earned days until the completion of ninety (90) days employment with the Township. In the event that special extraordinary circumstances exist, the employee may use said personal day prior to the completion of said ninety (90) day employment upon approval of the Division Head or his designee. Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year.

D. Personal day request shall be in writing and must contain reasons for such leave. Temporary employees and part-time employees are not eligible for this benefit.

ARTICLE 27 VACATIONS

Section 1

All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided:

Employees having over six (6) months of service but less than one (1) year will receive five (5) days.

Employees at the start of their first (1st) year but less than four (4) years will receive twelve (12) days.

Employees at the start of their fourth (4th) year but less than six (6) years will receive fifteen (15) days.

Employees at the start of their seventh (7th) year of service and thereafter shall receive twenty (20) days.

Employees at the start of their thirteenth (13th) year of service and thereafter shall receive

twenty-five (25) days.

Section 2

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 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.

Section 3

An employee's rate of vacation pay shall be based on the employee's regular rate of pay.

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 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 6

An employee who commences employment during the first fifteen (15) days of the month, shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16th) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

Section 7

The above applies to new employees, except that they may not use these earned days until the completion of ninety (90) days employment with the Township. In the event that special extraordinary circumstances exist, the employee may use earned and accrued days prior to the

completion of said ninety (90) day employment upon approval of the Division Head or his designee.

Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year only.

Section 8

All earned unused vacation which was not used at the time of retirement, retirement date due to disability or 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. In the event an employee has used vacation which was not earned at the time or resignation or termination or 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.

ARTICLE 28 **LAYOFFS**

When a layoff, for any reason, in the bargaining unit is imminent, the Township will notify the Union and immediately arrange a meeting to determine the exact procedure to be followed.

ARTICLE 29 **TOOL ALLOWANCE**

Section 1

All Mechanics covered by this Agreement shall prepare and submit to the Township Manager an itemized inventory of all Township-owned tools and equipment utilized in fulfilling the duties and responsibilities of their job classifications.

All tools and equipment currently owned by the Township and purchased by the Township shall be segregated and maintained in a separate inventory from personally-owned tools.

Section 2

The Township shall provide each employee classified as a Mechanic a maximum tool allowance of \$550.00 per year upon documentation indicating that personal tools used in the performance of their duties have been broken or worn out and require replacement.

ARTICLE 30 SICK LEAVE

Section 1

As used in this section, the term "sick leave" means paid leave that may be granted to each full-time classified and full-time unclassified Township employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time permanent employees are eligible for sick leave on a prorated basis.

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 47B-39.

Section 3

Full-time employees shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year. In the first year of employment, employees shall be entitled to one (1) day of sick leave for each month of employment.

Section 4

Accumulated sick leave may be used by an employee for personal illness, illness to his immediate family which requires his attendance upon the ill person, death in the immediate family, quarantine restriction, pregnancy or disabling injuries. The term "immediate family" for the purposed of this subsection shall mean and refer only to the employee's spouse, child, parent, brother or sister, grandparents and the spouse's parents and grandparents.

Section 5

The Township Manager may schedule medical examinations for all Township employees annually, or more frequently if required.

ARTICLE 31 ADDENDUM- 47B-39 Requests for Leave

A request for any type of leave shall be made on a form prescribed by the Municipal Administrator. 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 head immediately within 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 Administrator, 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, the Municipal Administrator may require one (1) medical certificate for every six (6) month period.

ARTICLE 32 **SICK LEAVE FOR INJURY IN LINE OF DUTY**

Section 1

When a full-time Township employee is injured in the line of duty, the Township Committee shall, pursuant to N.J.R.S. 40:11-8, and subject to the terms and conditions hereinafter set forth, pass a resolution giving the employee up to one (1) year's leave of absence with pay, except those injuries which result from employee activities which would give rise to cause for either suspension or removal as enumerated in this ordinance or as provided in N.J.R.S. 40:11- et seq. and Rule 4:16 of the Civil Service Regulations.

Section 2

In the event that the employee shall receive any temporary disability pursuant to the statutes governing the Workmen's Compensation Laws of the State of New Jersey, or elsewhere, or shall receive income benefits arising out of any policy of insurance paid for or contributed to by the Township of Deptford, such amounts received shall be deducted from the employee's weekly pay in order to determine the entitlement of that employee pursuant to the terms of the resolution. In the event that such benefits accrue subsequent to the passage of said resolution, the Township Committee may modify the said resolution to conform to the provisions of this subsection.

Section 3

The resolution shall contain specific provision requiring that the Township of Deptford shall be subjugated to the extent of any recovery received by the employee as a result of this injury from a third party (excepting there from workmen's compensation award for permanent disability) or other policies of insurance, of any nature whatsoever, which in effect duplicate any payments made by the Township of Deptford to said employee during the period of this injury.

Section 4

Prior to the passage or a resolution referred to in Section 1 hereof, contract shall be executed between the employee and the Township, setting forth that the employee shall reimburse the Township from monies he may receive in the form of workmen's compensation temporary benefits for a period of time which the Township of Deptford may have already compensated him for, or from possible legal settlement from a judgment against the person or persons responsible for the injury, and for any other recovery as outlined in Sections 2 and 3 hereof.

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 29 of this Agreement, not used, shall be paid to the employee in the last payroll period of the calendar-fiscal year of the Township. The remaining fifty (50%) percent of 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 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 5

Employees covered by this Agreement terminated for cause shall not be entitled to the provisions of this Article.

ARTICLE 34 **MILITARY LEAVE**

All employees shall be subject to all Federal, State and Civil Service Laws.

ARTICLE 35 **LEAVES OF ABSENCE**

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.

Maternity Leave

1. **With Pay**

Permanent employees shall be entitled to utilize any accumulated sick leave during the time prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a

doctor's certification and approval by the Department Head and Township Manager. The Township may consider granting, in extenuating circumstances, additional use of sick leave not to exceed two (2) months, upon presentation of a doctor's statement setting forth the necessity therefore. Employees who have accumulated vacation leave and sick leave may use such time for maternity purposes.

2. Without Pay

Permanent employees who have no earned or accumulated vacation leave, sick leave may be granted a leave of absence for maternity purposes prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification. Leaves may be granted or denied at the discretion of the Township Manager who shall review all recommendations for leaves of absences as submitted by the Department Director. Therefore, the leave of absence would require a certification from the employee's physician as to the length of time the employee is required to be on said leave of absence without pay, which in no case will be granted for more than one-month period after the expected date of childbirth. In extenuating circumstances, additional leave of absence without pay not to exceed two (2) months may be granted upon presentation of a doctor's statement setting forth the necessity therefor.

3. 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 a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

4. Notwithstanding, the Township will comply with Federal and State requirements effective 1990 pertaining to leaves of absence and maternity leaves of absence.

ARTICLE 36 **JURY DUTY**

A regular employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

a. When jury service is completed prior to 1 p.m., the employee is required to telephone the management's office and report to work if requested.

b. Time lost because of jury service will not be considered time worked for purposes of computing overtime.

- c. The employee must notify his supervisor immediately upon receipt of any communication regarding jury service.
- d. No reimbursement of wages will be made for jury services during holidays or vacations.
- e. At the management's request, adequate proof must be presented of time served on a jury and the amount received for such services.
- f. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Township.

ARTICLE 37 BEREAVEMENT LEAVE

Section 1

All full-time employees, upon application for permission, shall be entitled to five (5) work days off with full pay in the event of each death in the immediate family. The "immediate family" shall mean father, mother, wife, husband, child, brother, sister, stepmother, stepfather, stepsister, stepbrother and stepchildren or any member of the employee's immediate household. All employees shall be entitled to three (3) days off with full pay in the event of each death of grandparents, nephews, nieces, uncles, aunts, father-in-law, mother-in-law brother-in-law, or sister-in-law. Bereavement Leave shall be taken in consecutive days. Weekends shall count as bereavement leave until October 15, 2003.

Section 2

All part-time employees shall be entitled to bereavement leave on a pro-rate basis based on normal scheduled hours.

ARTICLE 38 TIME TO ATTEND MEETINGS

Members of the bargaining unit, who, by mutual Agreement between Teamsters Local Union No. 676 and the Township of Deptford, participate during working hour in conferences and meetings with the Township which involve or derive from its collective bargaining Agreement, shall suffer thereby no loss of pay. Members of the bargaining unit shall be allowed fifteen (15) minutes prior to and fifteen (15) minutes after the conference is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. It is understood, however, that, except for the foregoing, nothing shall be done

which shall interfere with the work of any Township employee and/or department.

Vacation days will be rescheduled if they coincide with Township-authorized meetings. The Union agrees to take all steps necessary to insure that this time is within reasonable limits. Excused time to attend meetings as set forth above shall not be construed as work time utilized and shall not be included for the purposes of computing overtime.

ARTICLE 39 HEALTH BENEFITS

Section 1

The Township agrees to provide each employee with health and prescription insurance coverage with participation in or equal to the State Health Benefits Plan. This coverage shall be fully paid by the Township for all employees and their dependants. New employees shall be covered after sixty (60) days.

Section 2

An employee can opt-out of the Township health plan with proof that the employee is covered by his or her spouse's health plan. If the employee opts out of the Township health plan, the employee will receive a quarterly payment equal to 50% of the Township health insurance premium. The employee can be reinstated to the Township health plan in the event the spouse loses medical coverage.

Section 3

The Township shall provide a basic dental plan at Township expense.

Section 4

The Township has the right to change insurance plans; however the new plan shall be equal

to or better than the plan in effect as of the execution of this Agreement. Teamsters Local 676 must be consulted in the event of a proposed insurance change.

Section 5

An employee who has worked for the Township prior to August 1, 1991, shall be entitled to employee/spouse medical coverage upon retirement with twenty-five (25) years of service in the Public Employee Retirement System (PERS). All employees hired after August 1, 1991, shall be entitled to employee/spouse medical coverage upon retirement with twenty-five (25) years of service in the Public Employee Retirement System (PERS) and twenty-five (25) years of service with the Township. The Township agrees to provide health and prescription insurance with participation in or equal to the health benefits plan.

ARTICLE 40 TRAVEL ALLOWANCE

Section 1- Mileage Allowance

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 twenty-two (22¢) cents per mile.

ARTICLE 41 PAY PERIODS

Section 1

- A. All wages shall be due and payable in full every two (2) weeks, at the end of the shift, no later than twelve noon on Friday.
- B. Employees who are working the 11:00 p.m. Thursday until 7:00 a.m. Friday shift on the day paychecks are due, shall be able to receive their paychecks after the end of their shift at 7:00 a.m., Friday morning.

C. One (1) week's pay may be held by the Township. Where less than one (1) week's pay is now held, the Township may not increase the amount held until the change has been discussed with the Union.

D. When the regular payday occurs on a holiday, the Township shall pay the employees on the regular work day immediately preceding the holiday.

E. With each paycheck, employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 2 - Yearly Increases

All employees shall receive a wage increase as follows - based on the previous year base salary for their position:

A. Any employee on the payroll as of the ratification of this contract will have an anniversary date based upon their date of hire.

B. Effective January 1, 2006 all full time employees whose base salary exceeds Step 7 as per "Contract Steps 2006 – 2008" shall receive a 3.5% increase in their salary in 2006, a 3.75% increase in 2007 and a 4.0% increase in 2008.

ARTICLE 42 INSPECTION OF PAYROLL RECORDS

Whenever a complaint is made concerning the wages, vacations and/or holidays of an employee, an authorized representative of the Union shall have the right to inspect Township payroll and time cards of the employee during the Grievance Procedure.

The right of inspection is subject to all laws, both Federal and State regarding the privacy rights of individuals.

ARTICLE 43 BULLETIN BOARDS

Section 1

The Township agrees to furnish bulletin board space to be used exclusively by the Union for the posting of notices relating to Union meetings and official business only.

Section 2

The Union agrees to limit its posting of notices and bulletins to such bulletin board.

Section 3

All bulletins or notices shall be signed by a local Union Officer or his designee.

ARTICLE 44 PAYROLL DEDUCTIONS

Section 1 - Credit Union

The Township agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes, if the employee has provided the Township with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

Section 2- D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week

in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE 45 HIRING ADDITIONAL EMPLOYEES

A. The Township shall notify the Union when any new employees are to be hired to fill positions

within the terms of this Agreement.

B. The Union shall have the right to send applicants for the job or jobs, and the Township agrees to interview such applicants and give the same interview consideration to Union sent applicants as is given to applicants from other sources.

C. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources.

D. During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

E. After successful completion of the probationary period, the employee shall be placed on the regular seniority list.

F. In case of discharge within the probationary period, the Township shall notify the Union in writing.

G. The present work force of employees shall not be reduced through the use of part-time, casual or seasonal or non-Union employees. Any work related to jobs normally performed by employees covered by this Agreement shall be manned by said employee at pay rates according to Township ordinance.

ARTICLE 46 CLOTHING ALLOWANCE

Section 1

The Township shall provide, maintain and clean uniforms for all employees. This shall be accomplished via a Uniform Service providing 11 sets of uniforms plus one winter and one spring jacket and pick-up and delivery cleaning service with individual lockers for each employee. All items shall be replaced with new items when damaged. Shirts and pants made of 100% cotton shall be available to each employee without cost to the employee.

Section 2

The Township shall provide two (2) pair of safety shoes for each employee covered by this agreement. Said cost shall not exceed \$75.00 per pair for a total of \$150.00 per year. The Director of Public Works shall approve the type of safety shoe to be purchased by the Township of Deptford.

ARTICLE 47 SAFETY

The Township shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a Safety Committee composed of three (3) representatives each from Management and the Union shall be created which shall meet quarterly for the purpose of reviewing safety conditions and making recommendations for their improvement. Failure by employees to abide by safety regulations will result in disciplinary action.

ARTICLE 48 DEFINITIONS

A. Regular Employee

All newly hired Regular Appointment employees shall be subject to a three (3) month working test period and defined by Civil Service, New Jersey Administrative Code, Title 4, Subchapter 13. The working test period is defined as the time period provided to evaluate the employee's work performance and conduct in order to determine whether or not the employee merits permanent employment status. During the working test period, the employee shall be employed on a "trial basis" and may be terminated without recourse.

Upon successful completion of the working test period and certification by the Township, seniority status shall be determined by using the employee's date of hire.

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 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/or Probationary Period as defined in this Article.

Grievance

Defined as any claim by an employee based upon and limited to an alleged violation of the express terms and conditions of this Agreement.

Arbitration

Defined as the hearing and settlement of a dispute between two parties by the decision of a third party or court to which the matter is referred.

Arbitrator

Defined as an individual chosen by Agreement of parties to recommend a settlement to decide a dispute between the parties.

Permanent Employee

Defined as an employee who has acquired Civil Service permanent status in his/her position after satisfactory completion of a working test period.

Permanent Status

Defined as attainment of tenure and rights resulting from regular appointment and successful completion of the working test period.

Provisional Employee

Defined as the appointment to a permanent position pending a special re-employment, regular re-employment or employment list.

Regular Appointment

Defined as the appointment of an eligible person to occupy a permanent position subject to a working test period.

Regular Re-employment List

Defined as a list of names of persons who had been permanent employees who resigned and are entitled to be certified for re-employment.

Removal

Defined as separation from employment for cause.

Sick Leave

Because of illness, defined as the absence of an employee exposure to contagious disease, attendance upon a member of his/her immediate family who is seriously ill and requires the care or

attendance of such employee, or death in his/her immediate family.

Special Re-employment List

Defined as a list of names of persons who had been permanent employees but were laid off for reasons of economy or otherwise and not because of any misconduct or delinquency on their part; or whose office or position has been abolished and who are entitled to be certified for re-employment. These lists shall take precedence over promotion lists for the same organization unit, regular re-employment list and open competitive employment lists.

Suspension

Defined as temporary separation from employment for cause with loss of pay, for a period which cannot exceed six (6) months.

Temporary Employee

Defined as employment during a period of emergency in a temporary position for a period of not more than four (4) months or for recurrent periods aggregating more than four (4) months in any twelve (12) month period.

Working Last Period

Defined as the time period provided to evaluate a regular certified employee's work performance and conduct in order to determine whether the employee merits permanent status, provisional, temporary or emergency appointment, but shall commence with date of beginning work after regular appointment and extend a period of three months which may not be extended.

ARTICLE 49 DURATION

A. This Agreement shall be in full force and effect as of January 1, 2002 up to and including December 31, 2005 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.

B. IN WITNESS WHEREOF, the parties have hereunto caused this to be signed and attested by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals this 27th day of November 2006.

TOWNSHIP OF DEPTFORD
GLOUCESTER COUNTY

TEAMSTERS LOCAL UNION 676

PAUL MEDANY, MAYOR