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A G R E E M E N T

BETWEEN

THE CITY OF ENGLEWOOD

AND

**DEPARTMENT OF PUBLIC WORKS
LOCAL 29, R.W.D.S.U.**

JANUARY 1, 2001

THRU

DECEMBER 31, 2004

AGREEMENT

CITY OF ENGLEWOOD

and

DEPARTMENT OF PUBLIC WORKS,

LOCAL 29, R.W.D.S.U.

THIS AGREEMENT entered into by and between the City of Englewood, a municipal corporation of the State of New Jersey, having its principle offices located at 2-10 North Van Brunt Street, Englewood, County of Bergen and State of New Jersey, herein after called the "City" and ~~Local 29, R.W.D.S.U., AFL-CIO, hereinafter called the "Union"~~

WITNESSETH:

WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Union as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is agreed as follows:

RECOGNITION

The City hereby recognizes the Union as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all employees employed by the City in the Department of Public Works except office

ARTICLE 2. UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

a. All present employees who are members of the Local Union on the effective date of this Agreement may, at their choice, remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty one (31) days after the effective date of this agreement will pay a Representation Fee as set forth hereafter.

Section 2. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty one (31) days thereafter or pay to the Local Union a Representation Fee.

Section 3.

a. The Employer hereby agrees to deduct from the wages of employees who have so authorized in an executed and dated dues check-off authorization, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from an individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent written and duly authorized communication received from the Union as to the rate of regular monthly dues and the proper amount of initiation fees.

Section 4. Representation Fee

a. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the extent authorized by law to the Union for that membership year. The purpose of this fee will be

to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the Employer in a signed and dated writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will not exceed 85% of that amount, the actual percentage to be established in accordance with law.

C.1. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

C.2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

A. 10 days after receipt of the aforesaid list by the Employer; or

B. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

C.3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

6.4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

6.5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6.6. On or about the last day of each month beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

6.7. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal and non-discriminatory basis at all times. In the event Teamster Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

6.8. The Union shall defend and hold harmless the Employer, its officials, agents and representatives from any and all claims arising from or in connection with the Employer's involvement with the Union's dues and Representation Fees.

6.9. The Union covenants and agrees that it will, at all applicable times, maintain its dues and Representation Fees establishment and collection system in accordance with applicable law.

clerks, supervisors, and superintendents having the power to hire, fire and direct the work force or to effectively recommend the same.

NO STRIKE PLEDGE

- 1.1 It is recognized that the need for continued and uninterrupted operation of the City's Department of Works is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- 1.2 The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause a strike or other deliberate work interference with normal work procedures against the City.
- 1.3 In the event of a strike, or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by a Union member shall entitle the City to take appropriate disciplinary action including possible discharge in accordance with applicable law.
- 1.4 Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union.

UNION DUES

- 2.0 The City agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the City in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of

the month following deduction. The City agrees to furnish the Union monthly with a list of all employees whose dues and initiation fees have been deducted. The City also agrees to furnish the Union monthly with a list of newly hired employees and terminated employees. The Union will advise the City in writing of the amounts of the initiation fees and monthly dues.

- 2.1 The Union shall be entitled to collect eighty five (85%) percent of their normal monthly dues from all employees of the Department of Public Works, Traffic and Electronic Traffic Signal employees who are eligible for membership in Local 29, R.W.D.S.U. but have declined membership. This clause shall be consistent with New Jersey State Statute and shall remain in effect as long as statute is law.

GRIEVANCE PROCEDURE

- 3.0 Step 1 Within seven (7) days of the event or within seven (7) days after the employee should reasonably have known of the event, an employee having a grievance shall present it orally, with himself or with the Union Shop ^{STEWART} Committee's representative ~~representing his Division~~, to his immediate supervisor and, if the grievance is not forthwith adjusted, he may then present it orally, either himself or with said representative, to his Department Head. If his Department Head is absent from his duties for a 24-hour period, following failure of adjustment by his immediate supervisor, the grievance may be presented directly to the Director of Public Works as hereinafter provided. If the grievance is not satisfactorily adjusted within 24 hours after presentation to the Department Head, the grievance shall be presented to the Director of Public Works or, in his absence from his duties, the individual actually performing his duties, through the Chairman of the Union Shop Committee. Upon presentation, the Director shall specify a time within 24 hours thereof for discussion of the grievance with the employee, the Chairman of the

~~STEWART~~

Union Shop ~~Committee~~ and the Union ~~Shop~~ representative representing the employee's Division. The Director may also, at his discretion, request the attendance at such discussion by the employee's immediate superior and the employee's Department Head. Within 24 hours following the conclusion of said discussion, the Director shall either:

- a). Adjustment the grievance;
- b). Find the grievance unjustified; or
- c). Advise the Shop Committee that the adjustment of the grievance is beyond his authority.

Whenever a Step 1 grievance is discussed, the Director of Public Works, the ~~Chairman of the Union Shop~~ ^{STEWART} ~~Committee~~ and the Shop Steward who is present shall initial the minutes of the meeting which shall be made during the course thereof by the Director of Public Works.

In the event that the grievance is not adjusted to the satisfaction of the employee and the Shop Committee representative. Step 2 may be proceeded with provided, however, that the 24 hour time period shall be extended in the case of emergency until 24 hours following the termination of said emergency.

- 3.1 Step 2 In the event that the grievance is not adjusted to the satisfaction of the employee and the Shop Committee representative, the employee, through his Union, shall request a review by the City Manager or his designee of his grievance by requesting said review in writing served upon the City Clerk of the City of Englewood within five (5) days after the determination made by the Director in accordance with Step 1. The City Manager's review shall be based upon the entire record of the matter. At said review, a right to be heard shall be afforded by the City Manager, to the Director of Public Works or his designees and to the Union's

designees. The Chairman and members of the Shop Committee may be present at said review. The City Manager has the right to have legal counsel present. The City Manager shall notify the parties of the decision within five (5) working days following its review excluding Saturdays, Sundays and holidays.

- 3.2 Step 3 Upon failure of a resolution of the grievance in Step 2 above, the authorized representative of the Union may proceed to final and binding arbitration before and pursuant to the rules of the New Jersey Public Employment Relations Commission by serving notice of its desire for arbitration upon the City Manager either personally or by certified mail within fourteen (14) after the determination of Step 2.
- 3.3 The cost for the service of the arbitrator shall be borne equally by the City and the Union.
- 3.4 The City or its authorized representative, if it wishes to present a grievance, shall present the same to the Shop ^{Stewart} ~~Committee~~ either orally or in writing. Upon a failure to adjustment thereof, it may proceed directly to Step 3 by serving notice upon the Union by certified mail.
- 3.5 The failure of the employee or his representative to proceed according to the three-step procedure herein set forth within the time periods therein prescribed shall be deemed to constitute a waiver by the employee of his rights to proceed further either administratively, by arbitration or judicially.
- 3.6 Step one (1) and Step two (2) grievances shall be presented and discussed during working hours. A mutually agreeable time will be arranged between the Director of Public Works and the Chairman Union Shop Committee.

3.7 Any time limits in this section may be extended by mutual agreement of the parties.

3.8 Effective January 1, 1974, if an employee is required to attend a grievance meeting scheduled by the City on his day off; or other than during his regular working hours, he shall be paid at straight time for a minimum of four (4) hours.

SENIORITY

4.0 If a vacancy is not filled under paragraph 4.1, the City will notify the Shop Committee Chairman and the Union President that a new employee is to be hired listing his job classification and starting salary. Whenever a new employee is hired, notification will be given as to his name, job classification, and starting salary expressed as an annual amount.

4.1 The City, as employer, acknowledges that the opportunity for promotion should increase in proportion to length of service. The Union recognizes that the needs of the City require an employee's advancement to depend partly on his sense of responsibility. In order to give due and proper balanced effect to each of the factors thus mentioned, these rules are adopted:

1. No vacancy shall be filled by engagement of a new employee unless, under these rules, no promotee can be selected within the bargaining unit.
2. The classification and the respective grades listed on Appendix "A" constitutes the regular sequence or advancement.
3. Promotion means a permanent movement from a lower to a higher grade or a permanent lateral movement from one classification to another where both

the classification left and the classification entered are on the same grade level in Appendix "A".

POSTED

4. Every vacancy shall be advertised on all bulletin board/ usually used for notification to unit personnel. Every announcement of a vacancy shall contain:
 - a). The name of the vacant classification as shown on Appendix "A".
 - b). The grade number as shown on Appendix "A".
 - c). The job description.
 - d). The currently effective rate of pay in accordance with Appendix "A".
 - e). The final date for the submission of written applications. That final date shall be at least five (5) calendar days subsequent to the initial posting.
5. Every member of the bargaining unit shall have the right to submit, within the time so limited, an application for the vacancy so posted. Such submission shall be made to such official or office as the announcement shall designate.
6. The applications, after the final date, shall be separated by the employer into groups.
7. All applications submitted from the same grade level shown on Appendix "A" shall constitute one separate group.
8. Consideration shall be given first to the highest grade level represented and shall constitute downward from grade to grade. However, at the first level at which, under these rules, a promotee can be selected, the process shall end

and no lower group shall be considered.

9. Should there be submitted from the grade level being considered, only one timely application, the applicant shall be entitled to the promotion, as long as, in the opinion of supervision, he can, within a reasonable period, learn the job involved.
10. But should more than one timely application have been submitted from the level being considered, the governing factor in the selection of a promotee, if any, shall be seniority accrued at that level if, in the opinion of supervision, the applicants are relatively equal in ability to learn the job involved and if, during the three months immediately prior to the announcement of the vacancy, their respective attendance records are relatively equal in freedom from unjustified absence.

However, if, because of relative inequality in ability as so adjudged, the senior applicant would be denied promotion, he shall be entitled to a qualifying probation of reasonable length on the job involved unless his incapacity to learn the work is obvious. The length of the trial period shall be determined by supervision but only after consultation with the appropriate Union representatives.

11. Wherever, during a period of 90 consecutive calendar days, an employee's record remains wholly free of any warning given for unjustified absence, prior warnings given for such infraction shall be removed from his file, except as otherwise provided in Schedule A annexed hereto.
12. All determinations made on the subject of capacity or incapacity to learn the job involved and on the subject of the quality of performance, rendered

during a probation period, shall be made by supervision. However, any such determination, if challenged as arbitrary, capricious or unreasonable, shall be reviewable on such grounds through the grievance arbitration procedure.

13. An employee who applies for either promotion or transfer shall not lose his right to return to his last job at any time prior to or during the probationary period.

14. There shall be a probation period of ^{90 DAYS} ~~six (6)~~ months for a promoted employee during which time the employee may be demoted to his prior position at the discretion of the employer for a failure or inability to adequately learn or perform the new job requirements.

4.2 Should the bidding result in an employee moving up to a higher job classification, he will be placed on a step in the new job classification the salary of which exceeds his present base salary by \$300.00 per year except that if said increase of \$300.00 per year would exceed the salary of the highest step in the new job classification he shall be placed at the highest step in the new classification, and at the salary prescribed thereof. Should he not be at the maximum of the new job classification then he will receive an increase every ³ ~~six (6)~~ months until he reaches the maximum.

4.3 Should the bidding result in an employee moving down to a lower job classification, he will be placed at the maximum of that job classification.

4.4 Should an employee be temporarily transferred, as a vacation replacement or for any other reason to a higher job classification, he will receive in lieu of his

Ms. ...
Case # ...
T. Mrs. ...

regular rate of pay the rate of pay for that classification based on the following schedule:

<u>Time on Higher Job Classification</u>	<u>Hours of Pay at Higher Job Classification</u>
Over 1 but less than 4 hours	4 hours pay
4 or more hours	8 hours pay

Should the employee be temporarily transferred to a lower job classification, he will continue to receive his present rate of pay for hours worked during the day at the lower classification.

- 4.5 Should an employee's job be abolished, or a complete department be closed down within the Department of Public Works, he will have the right to replace another employee with less seniority within the same job classification and grade. Provided, he is qualified to do the job, the employee with the least seniority may then replace an employee with less seniority in a different job classification in the same or lower grade. In addition, due to the specialized nature of the work, employees in Central Maintenance and the Shade Tree Department will not be replaced by employees from other departments. Should the job be re-established, the employee previously holding that job and who have continued in their employment as members of the Department of Public Works Union, would be entitled to be reinstated by order of seniority and would automatically be placed at the maximum rate of the job.

COMPENSATION

- 5.0 A salary shall be paid in accordance with the schedule set forth as Appendix

"A" to this Agreement, effective as of the dates specified on such schedules.

5.1 Salaries of each unit member of the City payroll shall be increased on the following basis:

34 YEARS ←

Effective 1/1/2001	5%	\$1750.00
Effective 1/1/2002		\$1750.00
Effective 1/1/2003		\$1750.00
Effective 1/1/2004		\$1750.00

LONGEVITY PAY

The diagram shows a table with four rows representing years from 2001 to 2004. The first row has a '5%' written above it. A large arrow labeled '34 YEARS' points from the 2004 row back to the 2001 row. A vertical arrow points down from the 5% to the 2004 row. Below the table, the words 'LONGEVITY PAY' are underlined.

6.0 Each employee shall receive, in addition to his annual salary for the calendar year, a longevity payment of ^{3.8}1.5% of his base salary for each completed four (4) years of service up to a maximum of ^{10.3}7.5%. Longevity payments will become due or will be appropriately increased on the first of the month following the month in which an employee's anniversary date of employment occurred.

OVERTIME

7.0 Time and one-half premium pay shall be paid for all hours in excess of eight (8) hours in a day or forty (40) hours in a work week, except ash and garbage division employees who are covered by separate arrangement (see Section 13.2). Employees who work on a Sunday will receive a double time premium pay for these hours. Any employee required to work on a holiday will receive his regular straight time holiday pay plus double time for all hours worked.

7.1 An employee called back at a time other than his regularly scheduled hours

will receive time and one-half premium pay for all hours worked up to the beginning of his regularly scheduled shift. He will then receive his regular straight time pay. The employee will not be required to work more than twelve (12) hours from the time he was called back. Once an employee has completed twelve (12) hours of work he will either be permitted to receive his straight time pay for the remainder of his regular shift without working, or receive time and one-half premium pay should he mutually agree to work beyond twelve (12) hours.

7.2 There shall be no compensatory time off in lieu of such premium pay. There shall be no pyramiding of premium pay or double payments for the same hour worked. The employee will receive the highest premium pay for an hour worked as provided in this section or any other section of this agreement.

7.3 Whenever an employee in the ash and garbage departments only is called back to work on his off day, or for other reasons, he will be guaranteed a minimum of eight (8) hours straight time pay or the overtime pay for the hours actually worked.

7.4 Assignment of overtime will be based on Appendix "B" seniority in accordance with classifications.

SHIFT

8.0(A) Each employee, shall report to work by 7:00 A.M. each work day. Every said employee except sanitation employees shall receive a one hour lunch period from 11:00 a.m. to 12:00 p.m. (noon) at which time they shall be at their work site (12:00 noon). Every employee, except those assigned to sanitation collection routes, shall receive a fifteen minute afternoon coffee break at the work site. The work day shall

end at 3:00 P.M. each day. During the months of January, February, July and August each member except those assigned to sanitation collection routes shall receive a fifteen minute morning coffee break.

SHIFT DIFFERENTIAL

- 8.0 An employee whose regularly scheduled shift begins between the hours of 3:00 p.m. and 5:00 a.m. will receive \$525.00 per year added to his base salary.
- 8.1 It is fully understood and agreed that the shift differential will only be paid to employees who are regularly assigned to any shift other than the day shift. The amount of shift differential will be based on days actually assigned to other than the day shift and paid each pay period on a pro rata basis of the annual amount.

VACATIONS

- 9.0 Vacations hereunder shall be permitted at any time during the year subject to the City's reasonable determination of the needs of the City in maintaining essential services, and shall be selected on the basis of seniority by the employee no later than the 15th Day of February each year. In the event the City closes shop for any period of time, employees who have designated other vacation time shall be required to work and shall be provided with work of any nature and shall receive therefore the rate of the job or the rate of their regular job, whichever is higher.
- 9.1 During the early part of each calendar year, employees will be scheduled for vacation based on their seniority within the employee's job classification and department. Once an employee's vacation has been scheduled, he must take his vacation due to serious illness, accident or injury suffered by the employee or a member of his immediate family as defined in paragraphs 11.0 and 11.3, as

documented by a physician's certificate, prior to the start of his scheduled vacation, he may request to have his vacation changed to a later date. The vacation change shall in no way change or alter previously scheduled vacations of any other employee and must be a mutually agreeable time. Furthermore, the rescheduled vacation must be taken within the same calendar year. In an emergency or through no fault of the employee, vacation, or a portion thereof, may be carried over to the following year extending the one year period to a two year period.

9.2 The following vacation time off with pay shall apply:

<u>Years of Service</u>	<u>vacation (work days)</u>
One but less than three	13 days
Three but less than five	15 days
Five but less than ten	17 days
Ten but less than fifteen	20 days
Fifteen and over	25 days

HOLIDAYS

10.0 Regular full time employees shall be entitled to receive thirteen (13) holidays with pay during a calendar year as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, General Election Day, Thanksgiving Day, Christmas Day, and Dr. Martin Luther King's Birthday.

10.1 Should a holiday as designated by the City fall on a day which is regularly scheduled day off for an employee, he shall receive an additional day off or an additional day's pay without any additional time off, at the discretion of the City, which must be exercised within a reasonable amount of time.

LEAVES

- 11.0 Leaves will be provided to employees in accordance with Ordinance No. 1754 of the City of Englewood dated December 19, 1967, except as set forth in the following paragraphs.
- 11.01 Sick leave shall accumulate at the rate of $1\frac{1}{4}$ days per month, not to exceed a total of 15 days per year.
- 1.02 The definition of sick leave shall exclude any work-connected illness or injury compensable by Workmen's Compensation.
- 11.1 Upon retirement under the provision of the Public Employee's Retirement System, an employee shall be entitled to receive payment for all accumulated sick leave.
- 11.2 An employee in good standing whose employment terminates after two (2) years of service with the City will receive a lump sum payment equal to one-half ($\frac{1}{2}$) of the amount of his accumulated sick leave not used at the time of termination provided he is not discharged for cause other than physical disability. Upon such termination, after eight (8) years, he shall receive 75% of the amount of his accumulated unused sick leave, and upon such termination after twenty (20) years, or upon termination because of physical disability, he shall receive 100% of his accumulated unused sick leave provided, however, that the maximum payment of terminal leave, for all of the aforesaid calculations under this paragraph shall not exceed \$12,000.00. The maximum of \$12,000.00 shall not be applicable to any employee hired prior to December 31, 1980 and has accumulated sick leave monies in excess of \$12,000.00. Such employee shall be paid the actual accrued sick leave at termination.

11.3 The definition of members of the family (i.e. immediate family: wife, husband, child, mother, father, brother, sister of the employee who resides with the employee as part of his or her household), in the place and instead of mother and/or father, as may be applicable. In addition employees shall be entitled to bereavement time off when a guardian or other individual responsible for the raising of the employee is deceased. The name or names thereof, shall be submitted by each employee within thirty (30) days automatically of the date of this Agreement is signed.

11.4 The following additional sick leave will be granted automatically based on the length of service, on a one-time basis only during the term of the contract for a catastrophic illness, and may not be accumulated from one contract period to another, and is not to be included in the totals calculated under 11.1 and 11.2 above.

More than one and through ten years 15 days
Eleven through fifteen years. 30 days
More than fifteen years 45 days

Catastrophic illness shall be defined as an illness which prevents an employee from working for a continuous period in exceed of ten (10) working days. Payment of the additional sick leave provided hereunder shall not commence until after said (10) day period.

11.5 The following personal leave days shall be available to each employee:

- a). One (1) personal day per year, not changeable to sick leave, upon approval of the Department Head.
- b). Five (5) days of paid absence from work per year, not chargeable to sick leave, for death in the immediate family.

c). Three (3) personal days per year chargeable to sick leave.

11.6 If by reason of illness, an employee is unable to return to work for a period of fifteen (15) days or more, and should such employee not have any accumulated sick leave, then such employee shall be entitled to the balance of any sick days which have not yet accrued but which will accrue under the contract during the remainder of the current calendar year as may be required for such illness. This provision in no way modifies the additional sick leave provisions of the contract.

INSURANCE AND PENSIONS

12.0 Payments made by employees to the Public Employees' Retirement System shall be returned with whatever interest is due to any employee whose employment with the City terminates prior to eligibility for pension. Said repayment shall be made upon completion of filing the proper withdrawal statements by the employee and processing by the New Jersey Division of Pensions.

12.1 The present level of medical coverage, including Rider "J", shall remain in effect.

12.2 The City shall provide to all employees a breakdown of the insurance coverage and costs available under this contract.

12.3 A prescription plan shall be provided to the employees set out in Section 1.0 of this agreement. The plan shall be the basic prescription plan as provided through the State of New Jersey, Division of Pensions or its equivalent. Coverage shall begin as soon as enrollment can be arranged. The City shall only be liable for the cost of coverage based on the monthly cost in effect when the plan is activated.

Future increases in cost shall be borne by the employee or negotiated for by the Union. Employees shall be covered under the City's current self-insured prescription program.

MISCELLANEOUS

- 13.0 A suitable tool box with a lock and key and hand tools required for the job shall be supplied to each mechanic in the Central Maintenance garage on a one-time basis. Each employee so supplied will be responsible for the care and replacement of such items which shall remain the property of the City. Upon termination of employment, the employee will return to the City all such items issued of their equivalent in make and quality.
- 13.1 There shall be no "stand-by".
- 13.2 The Department of Public Works Rules and Regulations as set forth in Appendix "c" as modified and superseded by the Agreement dated May 4, 1981.
- 13.3 The Department of Public Works will provide a First Aid Kit in Central Maintenance and in the offices. In addition, a First Aid Kit will be issued to each driver. The driver will be responsible for the loss of the kit and will have to replace it or pay for it. The kits will be refilled based on each driver's daily report listing items used.
- 13.4 The City shall replace uniforms solely when required, which will usually be from two to three years from date of issue, depending upon wear. Individual garments will be replaced on an exchange basis as required (when damaged beyond normal repair). It is considered the responsibility of the employee to do the following:

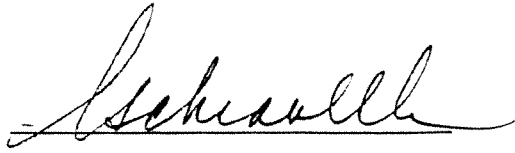
- (1) Provide laundry services for the uniforms;
- (2) Make small repairs to the garments as required (buttons, patches, zippers);
- (3) Work gloves shall be provided by the City as required.

13.5 During all working hours, someone shall be assigned to be available to assist employees and go to their aid, if necessary, in case of emergency or injury.

13.6 The Local 29 Union employees are eligible to participate in the City of Englewood's Deferred Compensation Program.

CITY OF ENGLEWOOD

ATTEST:



City Clerk

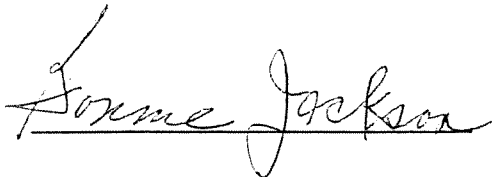


Robert Benecke, City Manager

02/28/02

LOCAL 29, R.W.S.D.U., AFL-CIO

ATTEST:



Secretary

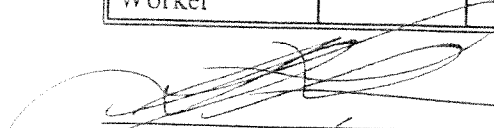




Business Agent

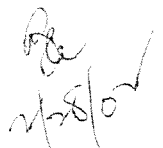
DPW SALARY SCHEDULE

2001

STEPS		START	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
<u>JOB CLASS</u>	<u>GRADE</u>						
Laborer 1	PW-1	22,900	27,650	33,278	36,666	39,440	43,005
Laborer 2 Laborer 3 Mechanic 1	PW-2	23,100	27,850	33,504	36,891	39,777	43,449
Driver 1	PW-3	23,300	28,050	33,729	37,116	39,889	43,575
Driver 2 Construction Worker	PW-4	23,500	28,250	33,954	37,340	40,002	43,926
Driver 3 Climber Driver Operator	PW-5	23,900	29,550	34,179	37,565	40,451	44,144
Equipment Operator 1	PW-6	24,100	28,850	34,403	37,790	40,564	44,233
Equipment Operator 2	PW-7	24,400	29,150	34,740	38,127	40,788	44,358
Mechanic 2	PW-8	24,900	29,650	35,077	38,464	41,238	44,714
Climber 2A	PW-9	25,100	29,850	35,414	38,801	41,575	45,213
Driver Tractor Trailer	PW-10	25,400	31,150	35,752	39,138	41,800	45,139
Master Mechanic	PW-12	25,900	30,650	36,426	39,700	42,361	45,729
Master Mechanic	PW-13	26,100	30,850	37,926	41,200	43,861	47,229
Electronic Technician				MAXI	MUM	SAL	ARY
							46,197
Traffic Maint. Mech.							41,696
Meter Maint. Worker							43,388


 RWDSU Local 29

 Date


 Witness


 11/8/01

**DPW SALARY SCHEDULE
2002**

C

STEPS		START	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
JOB CLASS	GRADE						
Laborer 1	PW-1	22,900	29,400	35,028	38,416	41,190	44,755
Laborer 2 Laborer 3 Mechanic 1	PW-2	23,100	29,600	35,254	38,641	41,527	45,199
Driver 1	PW-3	23,300	29,800	35,479	38,866	41,639	45,325
Driver 2 Construction Worker	PW-4	23,500	30,000	35,704	39,090	41,752	45,676
Driver 3 Climber Driver Operator	PW-5	23,900	31,300	35,929	39,315	42,201	45,894
Equipment Operator 1	PW-6	24,100	30,600	36,153	39,540	42,314	45,983
Equipment Operator 2	PW-7	24,400	30,900	36,490	39,877	42,538	46,108
Mechanic 2	PW-8	24,900	31,400	36,827	40,214	42,988	46,464
Climber 2A	PW-9	25,100	31,600	37,164	40,551	43,325	46,963
Driver Tractor Trailer	PW-10	25,400	32,900	37,502	40,888	43,550	46,889
Master Mechanic	PW-12	25,900	32,400	38,176	41,450	44,111	47,479
Master Mechanic	PW-13	26,100	32,600	39,676	42,950	45,611	48,979
Electronic Technician				MAXI	MUM	SAL	ARY 47,947
Traffic Maint. Mech.							43,446
Meter Maint. Worker							45,138

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DPW SALARY SCHEDULE

2003

STEPS		START	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
JOB CLASS	GRADE						
Laborer 1	PW-1	22,900	31,150	36,778	40,166	42,940	46,505
Laborer 2 Laborer 3 Mechanic 1	PW-2	23,100	31,350	37,004	40,391	43,277	46,949
Driver 1	PW-3	23,300	31,550	37,229	40,616	43,389	47,075
Driver 2 Construction Worker	PW-4	23,500	31,750	37,454	40,840	43,502	47,426
Driver 3 Climber Driver Operator	PW-5	23,900	33,050	36,679	41,065	43,951	47,644
Equipment Operator 1	PW-6	24,100	32,350	37,903	41,290	44,064	47,733
Equipment Operator 2	PW-7	24,400	32,650	38,240	41,627	44,288	47,858
Mechanic 2	PW-8	24,900	33,150	38,577	41,964	44,738	48,214
Climber 2A	PW-9	25,100	33,350	38,914	42,301	45,075	48,713
Driver Tractor Trailer	PW-10	25,400	34,650	39,252	42,638	45,300	48,639
Master Mechanic	PW-12	25,900	34,150	39,926	43,200	45,861	49,229
Master Mechanic	PW-13	26,100	34,350	41,426	44,700	47,361	50,729
Electronic Technician				MAXI	MUM	SAL	ARY 49,697
Traffic Maint. Mech.							45,196
Meter Maint. Worker							46,888

RWDSU Local 29

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**DPW SALARY SCHEDULE
2004**

STEPS		START	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
<u>JOB CLASS</u>	<u>GRADE</u>						
Laborer 1	PW-1	22,900	32,900	38,528	41,916	44,690	48,255
Laborer 2 Laborer 3 Mechanic 1	PW-2	23,100	33,100	38,754	42,141	45,027	48,699
Driver 1	PW-3	23,300	33,300	38,979	42,366	45,139	48,825
Driver 2 Construction Worker	PW-4	23,500	33,500	39,204	42,590	45,252	49,176
Driver 3 Climber Driver Operator	PW-5	23,900	34,800	38,429	42,815	45,701	49,394 + 000 51,394
Equipment Operator 1	PW-6	24,100	34,100	39,653	43,040	45,814	49,483
Equipment Operator 2	PW-7	24,400	34,400	39,990	43,377	46,038	49,608
Mechanic 2	PW-8	24,900	34,900	40,327	43,714	46,488	49,964
Climber 2A	PW-9	25,100	35,100	40,664	44,051	46,825	50,463
Driver Tractor Trailer	PW-10	25,400	36,400	41,002	44,388	47,050	50,389
Master Mechanic	PW-12	25,900	35,900	41,676	44,950	47,611	50,979
Master Mechanic	PW-13	26,100	36,100	43,176	46,450	49,111	52,479
Electronic Technician				MAXI	MUM	SAL	ARY 51,447
Traffic Maint. Mech.							46,946
Meter Maint. Worker							48,638

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