

A G R E E M E N T

Between

Englewood City of
THE CITY OF ENGLEWOOD

and

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

January 1, 1984

to

X December 31, 1986

A G R E E M E N T

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, hereinafter called the "City", and Local 29, R.W.D.S.U., AFL-CIO, hereinafter called the "Union",

W I T N E S S E T H:

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 hereby agreed as follows:

RECOGNITION

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

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 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 each 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 amount 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, either himself or with the Union Shop 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 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 supervisor and the employee's Department Head. Within 24 hours following the conclusion of said discussion, the Director shall either:

- (a) Adjust 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 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 periods 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 designee 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 its legal counsel present. The City Manager shall notify the parties of its 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) days 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 Union Shop Committee either orally or in writing. Upon a failure of 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" constitute 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".

4. Every vacancy shall be advertised on all bulletin boards 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 as long as, during the three months immediately prior to the posting of the announcement of the vacancy, his record is free of unjustified absence.

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 representative.

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 rights to return to his last job at any time prior to or during the probationary period.

14. There shall be a probation period of 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 job classification, and at the salary prescribed therefor. Should he not be at the maximum of the new job classification then he will receive an increase every 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 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 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 job 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 and the Mason in the Street Repair Department will not be replaced by employees from other departments. Should the job be re-established, the employees previously holding that job and who have continued in their employment as members of the DPW 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 All unit members shall receive a one time payment (not included within the base salary) of \$175.00 on January 5, 1985 and an additional one time payment of \$175.00 on July 1, 1985.

LONGEVITY PAY

6.0 Each employee shall receive, in addition to his annual salary for the calendar year, a longevity payment of 1-1/2% of his base salary for each completed four (4) years of service up to a maximum of 7-1/2%. Longevity payments will first 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 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 day off, 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 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 therefor 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 an employee's job classification and department. Once an employee's vacation has been scheduled, he must take his vacation during that period. However, should an employee be unable to take his regularly scheduled 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, and Dr. Martin Luther King's Birthday.

10.1 Should a holiday as designated by the City fall on a day which is a 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 1-1/4 days per month, not to exceed a total of 15 days per year.

11.02 The definition of sick leave shall exclude any work-connected illness or injury compensable by Workmen's Compensation.

11.1 Upon retirement under the provisions 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 (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. The maximum of \$12,000 shall not be applicable to any employee who now or by December 31, 1980 has accumulated sick leave monies in excess of the \$12,000 maximum and such employee shall be paid the actual accrued sick leave monies at termination.

11.3 To the present 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 stead of mother and/or father, as may be applicable, in the paragraph providing for time off with pay for death in the family, there shall be added two guardians or other individuals responsible for the raising of the employee. The name or names thereof, shall be submitted by each employee within thirty (30) days of the time he is hired and by each present employee within thirty (30) days 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 excess of ten (10) working days. Payment of the additional sick leave provided hereunder shall not commence until after said ten (10) day period.

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

(a) One (1) personal day per year, not chargeable to sick leave, upon approval of Department Head.

(b) Three (3) 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 Employee's 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. Effective April 1, 1985, prescription coverage for unit members shall be provided 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 vehicle 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 or their equivalent in make and quality.

13.1 There shall be no "stand-by".

13.2 The DPW 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 It is the City's intent to replace uniforms solely when required, which will 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 nominal repair). It is considered the responsibility of the employees 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.

GENERAL

14.0 The terms and conditions contained herein shall supersede any contrary terms and conditions whether contained in ordinance or elsewhere, but shall not supersede any of the requirements or prescriptions of Chapter 303, Public Laws 1968, as amended and supplemented, all of which rights and prescriptions to the extent required by law, shall govern the relationship of the parties and the construction of this Agreement. If any clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect, all governmental rights and prerogatives conferred upon the City by law shall, except as expressly limited by the terms of this Agreement, be reserved to the City.

14.1 This Agreement shall be effective retroactively as of January 1, 1984 and shall continue in full force and effect until December 31, 1986.

14.2 If employees assigned to the ash or garbage department (except those assigned to the night shift) are prevented from taking out their truck because of equipment failure, until after 11:00 a.m., they shall be paid (in addition to their regular days' pay) time and one-half for time worked after 3:30 p.m., and, to this extent, shall supersede paragraph 12 of Appendix "D".

14.3 All previous practices and conditions of employment not herein enumerated or modified shall continue in full force and effect.

14.4 This Agreement shall continue in full force and effect for a period of three (3) years from January 1, 1984, provided that any salary increases or other benefits to be paid retroactive to that date shall be paid only to employees on the active payroll of the City on the date that this Agreement is signed.

14.5 Effective January 1, 1985, the City shall have the right to institute at anytime thereafter the system of bi-weekly payments of salaries.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested on this _____ day of _____, 19____.

ATTEST:

CITY OF ENGLEWOOD

Jack Drakeford, City Clerk

William Somers, City Manager

ATTEST:

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

Secretary

By: Joel Pave, President

APPENDIX A

DEPARTMENT OF PUBLIC WORKS SALARIES - 1984

<u>JOB CLASS.</u>	<u>GRADE</u>	<u>DATE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>MAXIMUM 18 MONTHS</u>
Laborer 1	PW-1	1/1/84	\$17,883	\$18,671	\$19,570	\$20,535
Laborer 2 3	PW-2	1/1/84	\$18,109	\$18,896	\$19,907	\$20,979
Mechanic 1 Driver 1	PW-3	1/1/84	\$18,334	\$19,121	\$20,019	\$21,105
Driver 2 Construction Utility Helper	PW-4	1/1/84	\$18,559	\$19,345	\$20,132	\$21,456
Driver 3 Climber 1 Driver Operator	PW-5	1/1/84	\$18,784	\$19,570	\$20,581	\$21,674
Equipment Operator 1	PW-6	1/1/84	\$19,008	\$19,795	\$20,694	\$21,763
Equipment Operator 2	PW-7	1/1/84	\$19,345	\$20,132	\$20,918	\$21,888
Mechanic 2	PW-8	1/1/84	\$19,692	\$20,469	\$21,368	\$22,244
Climber 2A	PW-9	1/1/84	\$20,019	\$20,806	\$21,705	\$22,743
Driver Tractor Trailer	PW-10	1/1/84	\$20,357	\$21,143	\$21,930	\$22,869
Master Mechanic	PW-12	1/1/84	\$21,031	\$21,705	\$22,491	\$23,259
Master Mechanic	PW-13	1/1/84	\$22,531	\$23,205	\$23,991	\$24,759
Electronic Technician - Maximum				\$23,727		
Traffic Maintenance Mechanic - Maximum				\$19,226		
Meter Maintenance Worker - Maximum				\$20,918		

Only those employees actively on the payroll at the signing of this agreement shall receive these salaries.

APPENDIX A

DEPARTMENT OF PUBLIC WORKS SALARIES - 1985

<u>JOB CLASS.</u>	<u>GRADE</u>	<u>DATE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>MAXIMUM 18 MONTHS</u>
Laborer 1	PW-1	1/1/85	\$19,268	\$20,056	\$20,955	\$21,920
Laborer 2 3	PW-2	1/1/85	\$19,494	\$20,281	\$21,292	\$22,364
Mechanic 1 Driver 1	PW-3	1/1/85	\$19,719	\$20,506	\$21,404	\$22,490
Driver 2 Construction Utility Helper	PW-4	1/1/85	\$19,944	\$20,730	\$21,517	\$22,841
Driver 3 Climber 1 Driver Operator	PW-5	1/1/85	\$20,169	\$20,955	\$21,966	\$23,059
Equipment Operator 1	PW-6	1/1/85	\$20,393	\$21,180	\$22,079	\$23,148
Equipment Operator 2	PW-7	1/1/85	\$20,730	\$21,517	\$22,303	\$23,273
Mechanic 2	PW-8	1/1/85	\$21,067	\$21,854	\$22,753	\$23,629
Climber 2A	PW-9	1/1/85	\$21,404	\$22,191	\$23,090	\$24,128
Driver Tractor Trailer	PW-10	1/1/85	\$21,742	\$22,528	\$23,315	\$24,254
Master Mechanic	PW-12	1/1/85	\$22,416	\$23,090	\$23,876	\$24,644
Master Mechanic	PW-13	1/1/85	\$23,916	\$24,590	\$25,376	\$26,144
Electronic Technician - Maximum				\$25,112		
Traffic Maintenance Mechanic - Maximum				\$20,611		
Meter Maintenance Worker - Maximum				\$22,303		

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APPENDIX A

DEPARTMENT OF PUBLIC WORKS SALARIES - 1986

<u>JOB CLASS.</u>	<u>GRADE</u>	<u>DATE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>MAXIMUM 18 MONTHS</u>
Laborer 1	PW-1	1/1/86	\$20,728	\$21,516	\$22,415	\$23,380
Laborer 2 3	PW-2	1/1/86	\$20,954	\$21,741	\$22,752	\$23,824
Mechanic 1 Driver 1	PW-3	1/1/86	\$21,179	\$21,966	\$22,864	\$23,950
Driver 2 Construction Utility Helper	PW-4	1/1/86	\$21,404	\$22,190	\$22,977	\$24,301
Driver 3 Climber 1 Driver Operator	PW-5	1/1/86	\$21,629	\$22,415	\$23,426	\$24,519
Equipment Operator 1	PW-6	1/1/86	\$21,853	\$22,640	\$23,539	\$24,608
Equipment Operator 2	PW-7	1/1/86	\$22,190	\$22,977	\$23,763	\$24,733
Mechanic 2	PW-8	1/1/86	\$22,527	\$23,314	\$24,213	\$25,089
Climber 2A	PW-9	1/1/86	\$22,864	\$23,651	\$24,550	\$25,588
Driver Tractor Trailer	PW-10	1/1/86	\$23,202	\$23,988	\$24,775	\$25,714
Master Mechanic	PW-12	1/1/86	\$23,875	\$24,550	\$25,336	\$26,104
Master Mechanic	PW-13	1/1/86	\$25,376	\$26,050	\$26,836	\$27,604
Electronic Technician - Maximum				\$26,572		
Traffic Maintenance Mechanic - Maximum				\$22,071		
Meter Maintenance Worker - Maximum				\$23,763		

Only those employees actively on the payroll at the signing of this agreement shall receive these salaries.

APPENDIX B

RULES AND REGULATIONS

OVERTIME - SENIORITY CLASSIFICATION LIST

Each Supervisor will call men from the Department in which the overtime work occurs in first. He will start at the top of the list or the first name on the list whose overtime turn is due at the time. If a driver is needed he will call or pick from the driver's list, if a laborer is needed, he will call or pick from the laborer's list, etc. As the men are asked to work overtime the supervisor will keep a record of his reply, which will be recorded on the posted sheet after the overtime is worked in the following fashion. The number of hours worked will be placed under the date the overtime was worked, in the column marked "W" for the number of hours worked. Those men who refused to work will have the same amount of time placed after their name in the box marked "R" preferably in red ink.

If a man is scheduled to work on any given day and fails to show up, but calls in before 7:00 A.M., the box next to his name on the date he was to work will be marked as follows "8". The circle indicating that he called, and the number "8" to indicate the number of hours his replacement worked. When a man has two (2) such marks or symbols after his name he will automatically lose his next turn for overtime, but will be charged for whatever time his replacement worked. This charge to be in the refusal column as "P-8", the "P" standing for penalty - the "8" to indicate the number of hours his replacement worked.

If a man is scheduled to work on any given day and fails to show up and does not call in by 7:00 A.M., the box next to his name will be marked as follows "8". The square indicating that he did not call in before 7:00 A.M., and the number "8" to indicate the number of hours his replacement had to work. The man that did not call in by 7:00 A.M., will miss his next regular turn, but will be charged for whatever time his replacement worked. This charge to be in the refusal column as "P-8". The "P" to indicate penalty and the "8" to indicate the number of hours his replacement worked.

-O- will indicate that the man was out sick the day that the overtime schedule was drawn up, not necessarily the date that the overtime is to be worked.

"V" will indicate that a man is on vacation. The "V" should be placed in the box in column "W". He will be passed by, but will not miss his place on the list upon his return to work.

"V-8" will indicate that a man worked overtime during his vacation. The "V" will indicate he was on vacation and the number "8" will be replaced by the actual hours he worked. He will not lose his place on the list. This symbol should be placed in the "W" column.

8 - The will indicate that a man was called in to work in place of someone who did not show up. The number "8" will be replaced by the actual number of hours the man worked, and should be marked in the "W" column. The replacement man will keep his place on the list and will not be charged for a turn until it is his turn on the list.

Every three (3) months, probably after the 15th, a total of the overtime will be posted - summarizing everything that was posted on the overtime schedule sheets - up until the last day of the previous month.

APPENDIX C - DPW RULES AND REGULATIONS

1. HOURS OF WORK -- Starting Time

a. From 6:45 A.M. to 7:00 A.M. is the maximum allowed time for a man to gather his personal work items in readiness to man his truck no later than 7:00 A.M.

b. All collection crews and trucks will leave the yard at 7:00 A.M. and go directly to their respective collection routes and commence collections.

Exceptions: (1) When the truck is inoperable due to a mechanical malfunction. (2) When a truck has to be emptied prior to being used for the day.

In these cases the crews shall start their routes as soon as a truck can be made available.

2. PROCEDURES

a. Whenever these rules are broken the individual involved will receive written notice from the Manager of Operations or his representative and also a copy will be given to the appropriate Union representative.

b. Whenever a time limitation is provided it shall be on a revolving basis so that infractions will be eliminated from the employees record on the appropriate anniversary date of the offense.

3. LATENESS

a. Any time after 7:00 A.M. is to be considered late.

b. Anyone being late will be notified by receiving a warning notice.

c. There will be warning notices for the 1st and 2nd offenses. The 3rd offense will constitute an automatic penalty of one day off without pay. Lateness records will be maintained for the last three months. If anyone does not receive a notice during the last three months, a late notice will be considered on the employee's warning notice.

Example: A man received his 1st notice - January, his 2nd notice - March, and he was not late until April. The April notice must be considered his 2nd warning since more than threemonths passed from the time he received his 1st notice in January.

d. A continual pattern of lateness may result in termination.

e. If a man provides an excuse satisfactory to the Supervisor, he will be docked for the time but will not receive a warning notice or other penalty.

4. DUTIES AND RESPONSIBILITIES OF ALL LABORERS

Laborers will assist Drivers or Operators in the daily performance of their assigned duties which will include the following:

a. When a vehicle is being backed up, a laborer must be outside of the vehicle in order to guide the driver or operator properly.

b. Laborers will assist drivers or operators in keeping vehicles in a clean condition.

c. All personnel will be required to furnish any and pertinent information that is required pertaining to any vehicular accident to their foreman or Department Head before the end of the work day on which the accident occurs.

d. All personal injuries must be reported to the foreman or Department Head before the end of the work day on which an injury is sustained.

5. DUTIES OF ALL DRIVERS AND OPERATORS

a. Drivers and Operators will check the following items on their vehicle daily before leaving the yard:

Oil, water, battery, tires, brakes, all lights and any damage not previously reported.

b. Driver and/or Operator must fill out a Driver-Vehicle Condition Report at the end of each work day indicating any and all vehicle malfunctions.

c. Drivers and/or Operators operating any vehicle with air brakes must bleed all air reserve tanks daily.

d. Drivers will be responsible for keeping their vehicles clean. Their helpers will assist in carrying out this. All vehicles must be cleaned as follows:

From November 1st - April 1st the cabs inside and outside must be cleaned by hand wiping with a cloth, rag, etc. The inside of the cab shall be kept clean and free of any articles such as rubbish, junk, bottles, papers, etc.

From April 1st - November 1st all trucks are to be washed once each week with soap and water unless water is not available. The inside of the cabs are to be hand wiped and kept clean and free of any articles such as rubbish, junk, bottles, papers, etc. At no time will junk, rubbish, etc., be stored between the ejection panel and the front of the truck body.

e. All Drivers and/or Operators are required to furnish any and all pertinent information pertaining to any accident involving all City vehicles operated by them to their foreman or department head before the end of the work day on which an accident occurs. All accidents, however slight, must be reported. Driver and/or Operator will be responsible for seeing that the proper accident forms are carried in their vehicles at all times.

f. All personal injuries must be reported to the foreman or Department Head before the end of the work day on which an injury is sustained.

g. Under no condition will Driver or Operator back up any vehicle without the assistance of a guide outside of said vehicle to guide him back.

6. ABSENCE PATTERNS

Misuse of sick days by continued absence particularly on heavy refuse days or in conjunction with weekends or holidays shall not be permitted.

a. Written first warning notices to be given where an employee has been absent in two such cases in a consecutive two month period.

b. Written second warning notices to be given where an employee has been absent in a third such case in a two month period following that of (a) above.

c. Suspension of one day to be given when an employee has been absent in a fourth case in a two month period following that of (b) above.

d. When an employee has been absent in a fifth such case in a two month period following that of (c) above, it can result in termination.

e. The City Manager or his designee may require a doctor's certificate to verify an illness or injury.

7. ABSENCE WITHOUT CALL IN NOT PERMITTED

a. A written first warning notice to be given the first time an employee is absent without calling in within a calendar year.

b. Suspension of one day to be given the second time an employee is absent without calling in in a calendar year.

c. Suspension of two days to be given the third time an employee is absent without calling in within a calendar year.

d. The fourth time an employee is absent without calling in within a calendar year it can result in termination.

8. FAILURE TO PUNCH IN OR OUT

a. Written warning notice to be given the first time an employee fails to punch in or out. (If Supervisor is aware that employee was working he may sign time card and employee will be paid for the time confirmed.)

b. Written notice to be given the second time employee fails to punch in or out.

c. Suspension of one day to be given if employee fails to punch within two months of second failure.

d. Additional failures to punch in or out beyond the third failure within a two month period will result in five days suspension and can result in termination.

e. Suspension, amount to be determined by Supervisor, shall be given with recommendation for termination for additional failure to punch.

f. Anyone punching in or out for someone else can be terminated.

9. INTOXICATION DURING WORKING HOURS

a. When, in the opinion of a Supervisor, an employee is incapable of performing his assigned duties because of intoxication or use of drugs, the Supervisor shall send the employee home. The employee shall be docked for time lost and shall be given written notice of the action.

b. When a second time occurs that the employee, in the opinion of the Supervisor, is incapable of performing his assigned duties, the Supervisor shall send the employee home and the employee shall meet with the Supervisor and Union Committee the first day he again returns to work. Written notice of the action shall be given and the employee shall be docked for the time lost and should be suspended for two days. In addition, he shall be required to seek counselling from a competent professional source.

c. When a third time occurs that an employee, in the opinion of the supervisor, is incapable of performing his assigned duties the employee shall be given a five day suspension and it may result in termination.

d. When a fourth such incident occurs, employee shall be suspended pending hearing for dismissal.

10. DAILY VEHICLE AND EQUIPMENT CHECKS

a. All operators shall submit equipment vehicle condition reports to the Supervisor daily before leaving indicating routine service checks and defects noted. Operators shall sign report.

b. Written notices shall be given for the first, second and third failures to submit properly completed reports.

c. A suspension of one day shall be given for the fourth failure to submit properly completed reports.

d. A suspension of two days shall be given for the fifth failure to submit properly completed reports.

e. Repeated failures beyond five to submit can result in termination.

11. "PICKUP NOT MADE" REPORT

a. Drivers in Sanitation collection division shall verbally report all pickups not made (by house number and street) and the reason to the Supervisor every day. If the Sanitation Supervisor is not available the report may be made to any other Supervisor. The supervisor shall place information given by the Driver on form and sign same.

b. Failure of the Driver to report pickups not made to his Supervisor shall be cause for the same disciplinary procedure outlined under the rule above on Daily Vehicle and Equipment Checks.

12. ACCIDENT REPORTS

a. All accidents should be reported to the Supervisor on the day of the accident by the Driver or Operator and the fourth offense shall result in termination.

b. Failure to report an accident within 24 hours to the Supervisor shall result in the following discipline:

(1) Written notice to be given for the first offense.

(2) One day suspension shall be given for the second offense.

(3) Five day suspension shall be given for the third offense.

(4) The fourth offense shall result in termination.

13. DAMAGE TO EQUIPMENT OR PRIVATE PROPERTY

Damage due to carelessness or negligence shall be cause for disciplinary action.

14. DOCKING PAY FOR LATENESS

a. Employees shall be docked pay for being late on the following basis:

<u>Minutes Late</u>	<u>Amount Docked</u>
11 - 14	1/4 hr.
15 - 29	1/2 hr.
30 - 44	3/4 hr.
45 - 60	1 hr.

b. Over one (1) hour will be docked at the same rate as indicated for the first hour.

15. SUSPENSIONS OR DISMISSALS

In addition to the fules set forth above employees should be eligible for suspension or dismissal under provision of Article 12, Section 18-63 of the Revised Ordinances of Englewood, a copy of which is attached.

APPENDIX D

Agreement made this 1st day of May, 1981 between the CITY OF ENGLEWOOD (hereinafter called the "City"); and LOCAL 29 R.W.D.S.U., AFL-CIO (hereinafter called the "Union").

1. This agreement amends and modifies the previously existing agreement between the parties (referred to in this agreement as "the prior agreement") respecting terms and conditions of employment of employees in the City's Department of Public Works.

2. All provisions of the prior agreement except where modified by this agreement, and all provisions of the work rules attached to this agreement as Schedule A, shall remain in full force and effect. The parties state that it is their intention and desire that all of the terms and conditions of those work rules shall be enforced.

3. The Union agrees that all sanitation collection within the City shall be collected in the manner described in this agreement.

(a) There will be garbage collection on 4 days per week (Monday, Tuesday, Thursday and Friday) with rubbish placed at the curb to be collected on Wednesday. During a week which contains a holiday, the day normally used for rubbish pick-up will be used instead to pick up garbage, and rubbish will be picked up on the second garbage collection day of that week, except that if the supervisor determines that rubbish at a particular location is unreasonably burdensome for pick up that day he may authorize a delay in such pick up until a later date. Items to be collected as part of the garbage collections, or as part of the once per week rubbish collection will remain as before.

(b) There will be 18 men, six trucks (6 routes) on the day shift, 4 men, with two trucks on the night shift and 2 swing-men.

(c) Vacations will be limited to 2 men per week on the day shift and one man on the night shift during June, July and August, and vacation schedules will be subject to approval by the supervisor, based on workloads of the Dept.

(d) The number of men described above (18 men on the day shift, 4 men on the night shift and 2 swing-men) will not be increased, and the men will work with those crews, which will include absences and vacations. That is, absences for whatever reason, including sickness, vacation, suspension or any other reason, will be absorbed and covered by the other men assigned to sanitation, who will provide whatever assistance may be needed by any short-handed routes, so that the City will not be required to assign other City employees, or pay overtime (except as provided in this agreement) because of any absence or because any crew may be short-handed.

(e) Each crew will call in when finished with its route, so that it may be reassigned by the supervisor, where necessary, to help complete other routes. The supervisor will contact men during their assignments and reassign them where necessary. An employee shall be obligated to comply with any such assignment or reassignment, and a failure to do so shall constitute insubordination subjecting the employee to disciplinary action.

(f) Each route will be completed within eight hours. If a route is not completed within eight hours, then an employee assigned to that route:

(i) May complete the route the same day on his own time, without receiving any overtime pay. If an employee does this, he will not be "docked" any pay and will not be guilty of an infraction of these rules.

(ii) If an employee does not exercise the option described in (i), then that employee will be guilty of an infraction of these rules, and will not be eligible for overtime pay that day. In such a case, the supervisor shall assign another employee (or employees) to complete the route. Any employee assigned by the supervisor to complete another route must comply with that assignment and a failure to do so shall constitute insubordination on the part of the employee, subjecting him to disciplinary action.

If any employee works more than eight hours in any day because of his being assigned to complete another route, he will be entitled to overtime pay, hour for hour, at time and one half.

4. If any complaints of missed pick-ups are reported to the office, and if the supervisor determines the such complaints are justified, then, if the supervisor passes that information to a crew before the crew completes its route for that day, the crew will collect such missed pick-ups that day, before quitting work. If the missed pick-ups are reported to the office, or the information is passed to a crew after it has completed its route for that day, the crew will collect the missed pick-ups the first thing the following day. Any failure by a crew to collect any missed pick-ups in the manner described in this paragraph shall constitute an infraction of the rules by each member of that crew. No overtime shall be paid by reason of a crew's being required to collect missed pick-ups on its route. The supervisor may direct one crew (which has completed its route) to collect pick-ups missed by another crew. A pattern of excessive or continuous misses by any crew will subject the members of the crew to disciplinary action.

5. Infractions of the rules set out in this agreement shall result in the penalties set out below. If a crew is penalized, then each member of the crew (except an absent member), shall receive such penalty and each employee shall carry such penalty with him even if he is later transferred to some other crew:

(a) For a first infraction an employee shall be docked two hours pay.

(b) For a second infraction within a 60 day period, an employee shall be docked four hours pay.

(c) For a third infraction within a 60 day period, an employee shall be suspended for two days without pay.

(d) For a fourth infraction within a 60 day period, an employee shall be terminated.

The imposition of any of these penalties for infractions of the rules (including termination for a fourth infraction) shall be grievable by the Union or an employee and, after grievance up to the level of the City Manager has been completed, may then be submitted to arbitration (as described in Section 3.3 of the prior agreement) except that, in such a case, the only question to be submitted to the arbitrator shall be whether the employee did or did not commit the infraction charged, and the parties agree that the arbitrator will not be empowered to rule on or modify the severity of the penalty imposed. That is, if the arbitrator determines that the employee was guilty of the infraction charged, then the penalty described in this paragraph for that infraction (including termination for a fourth infraction within 60 days) shall be affirmed, or if the arbitrator determines that the employee was not guilty of such infraction, then the imposing of such penalty shall be set aside.

The Union agrees that before instituting any grievance procedure concerning the disciplining of an employee, it will first confer, informally, with the City Manager or his designee, in an effort to avoid the filing of grievances which do not have merit.

6. Within one week after the imposition of a penalty for a first infraction, the supervisor will meet with the penalized crew, and union representatives, in an attempt to determine what problems, if any, exist and how best to resolve them; provided that no such meeting shall constitute a justification for non-completion of a route within 8 hours. No meeting shall be required during a holiday week.

7. The routes will be established as reasonably close as possible to the routes that existed in January, 1981. However, the supervisor shall have the right to transfer men from one crew to another, from night to day shift or day to night shift to set up or change routes and to establish and change crews. Any employee working the night shift shall receive the night shift pay differential.

8. During the first 60 days of operation under this agreement, and beyond that for as long as the parties feel it would be helpful to do so, the Union Shop Committee and the City supervisors will meet once a week to discuss and attempt to resolve any problems on either side, provided that no such meeting shall constitute a justification for non-completion of any route within 8 hours. No meeting shall be required during a holiday week.

9. Garbage will not be picked up if a weather emergency is declared by the City Manager, or his designee.

10. The City will repair the presently damaged trailer as soon as possible, but the fact that repairs may not be complete by the date prescribed in paragraph 13 will not cause a postponement of that date.

11. The City does not waive any of its management prerogatives or its right to take any other action it deems appropriate and in the best interest of the City.

12. If, even with the help of another crew or crews, a route cannot be completed within eight hours because of delay caused by truck breakdowns, transfer station breakdowns, or inoperable trucks, the employees assigned to sanitation shall nevertheless be required to complete such route that day, before leaving work. However, if because of such delay any employee is required to work more than eight hours, the employee shall be entitled to overtime pay, hour for hour, at time and one half, for an amount of time (in excess of eight hours) equal to the amount of time lost by reason of work delay. A failure or refusal of an employee to complete a route, under the circumstances described in this paragraph, shall constitute insubordination, subjecting that employee to disciplinary action. No employee, however, shall be required to work more than four hours overtime in any day.

In any event, if the transfer station is not functioning, the men will drive their trucks to the landfill or any other place designated by the supervisor.

13. This agreement will govern sanitation operations beginning on May 11, 1981.

14. In assigning overtime, the supervisor shall consider a request from an employee, based on a particular reason, for the employee to be excused from performing overtime on a specific occasion. If the supervisor denies such request and the employee considers the denial unreasonable, the employee shall be required to comply with the supervisor's direction, but may thereafter file a grievance to review the supervisor's action. An employee assigned to work overtime shall have the right to provide another sanitation employee to work in his place.

CITY OF ENGLEWOOD

by _____
Jack Drakeford
City Manager

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

by _____

Article 12 SUSPENSIONS OR DISMISSALS

18-63. Suspension or dismissal for cause

An employee may be suspended or dismissed for cause, including but not limited to any of the following causes:

(a) The employee is incompetent or inefficient in the performance of his or her duties;

(b) The employee has been wantonly careless or negligent in the performance of duty;

(c) The employee has been offensive in treatment of the public, fellow employees or other persons;

(d) The employee has violated any lawful regulation or order or failed to obey any lawful direction given by the employee's superior;

(e) The employee has taken a fee, gift or other valuable thing in the course of his or her work or in connection with it, when such a fee, gift or other valuable thing is given by any person or organization in the hope and expectation of receiving a favor or better treatment than that accorded other persons;

(f) The employee has been convicted of a criminal offense;

(g) The employee through negligence or willful conduct has caused damage to public property or waste of public supplies;

(h) The employee has been late or absent from work on an excessive number of occasions without justifiable cause;

(i) The employee's driver's license has been suspended or revoked and the employee's duties require his or her operation of a motor vehicle, or the employee has knowingly operated a motor vehicle while his or her driver's license was suspended or revoked; or

(j) The employee has been guilty of other misconduct or insubordination.