

Englewood

Personnel
Department

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June 11, 2007

Robert Gillman
Business Representative
Teamsters Local No. 11
810 Belmont Avenue
North Haledon, NJ 07508

JUN 12 2007

Dear Mr. Gillman:

Enclosed please find an executed Memorandum of Agreement between the Teamsters and Local 11.

Should you need additional information please contact me at the above number.

Sincerely,

Regina A. Reeder
Human Resources Director

Enclosures

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Memorandum of Agreement

The City of Englewood (the "City") and Teamsters Local 11 (the "Union"), on this 31 day of May 2007, agree to amend the terms of the collective bargaining agreement, which expired December 2004, as follows:

1. **Management Rights Clause**

Amend the agreement to include the following management rights clause.

Except as modified by this agreement, it is the right of the City of Englewood to determine reasonable standards of service to be offered by its employees, to determine the standards of selection for employment, to determine manpower requirements, to direct its employees, to take disciplinary action for just cause, to maintain the efficiency of its operations, to determine the methods, means and personnel by which its operations are to be conducted, to determine the context of job classifications, to schedule the hours, to take all necessary actions to carry out its mission in emergencies, and to exercise control over its organization and the technology of performing its work.

Management has the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations do not violate the terms and conditions of this agreement.

Amend the agreement to include proposed Article 3 Union Security, see attached.

2. **Article 4 Grievance Procedure**

Amend Section 4.0 to substitute Operations Manager for Department Head, allow Operations Manager three days to adjust grievance if appealed to Director of Public Works allow the Director four days to adjust grievance.

3. **Article 5 Seniority**

Amend the following sections

5.1(3) Promotion is defined as the permanent movement from a lower to a higher grade

5.1(4) Every vacant bargaining unit position shall be posted on the bulletin board used for notification of unit personnel.

5.1(9) Delete

5.1 (10) The time period for attendance record review, for promotion, is extended to six months immediately prior to the announcement of the vacancy and rewording to reflect their respective attendance records are relatively equal in freedom from excessive absence. Excessive or unexcused absences defined as four absences in a six-month period or eight absences in a one-year period.

5.1(11) Wherever, during a period of 180 consecutive calendar days, an employees' record remains wholly free of any warnings given for unjustified absence, ...

5.1 (14) There shall be a probation period of ninety days for a promoted employee during which time the employee may be demoted to his/her prior position at the discretion of the Employer for a failure or inability to adequately learn or satisfactorily perform the new job requirements. Management has the discretion to extend said probationary period for an additional ninety days upon written notice to the employee before the conclusion of the initial probationary period.

5.5 ...Should the job be re-established, the employee(s) previously holding that job and who have continued in their employment as members of the Department of Public Works in a satisfactory manner, shall be given first consideration for the position(s) should the position(s) be re-established in five years.

4. **Article 6 Compensation**

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

Effective January 1, 2005	4.00%
Effective January 1, 2006	3.00%
Effective January 1, 2007	3.00%
Effective January 1, 2008	3.25%
Effective January 1, 2006	3.25%

The wage scale is adjusted as affixed decreasing the number of grades. In addition, for employees hired after June 30, 2007, the time it will take an employee to progress through the steps of his job grade and reach the maximum pay is increased to five years.

On the wage scale for employees hired after June 30, 2007, the grade 1 salary amount will be frozen at the current grade 1 salary amount for the five full years of the agreement. That is, the grade 1

starting salary shall remain \$22,900 and the maximum will remain \$48,255.00 for the duration of this agreement. The grade 2 minimum and maximum salary amounts will be frozen at the current grade 2 salary amounts for the first two years of the agreement. The grade 3 minimum and maximum salary amounts will be frozen at the current grade 3 salary amount for the first year of the agreement.

5. **Article 7 Longevity**

Amend Section 7.0

Each employee hired after June 30, 2007, shall receive, in addition to his/her annual salary for the calendar year, a longevity payment of 1% of his/her base pay for each four years of service up to a maximum of 5% for twenty or more years of service.

6. **Article 8 Overtime**

Amend Section 8.0

When employees are called in for overtime they are guaranteed a minimum of four (4) hours of premium pay, however if the employee is subsequently called for overtime, the employee shall be paid time and one half only for actual hours worked if the interval between times reported does not exceed four hours.

Amend Section 8.3

Ash and garbage departments shall be replaced with Sanitation.

7. **Article 9 Shift**

Amend 9.0(a)

Each employee who works through lunch shall be paid one and one half (1 ½) their hourly rate for that lunch hour if he is not allowed to leave work one hour earlier than his/her normal shift end.

9.0 The current shift differential (\$525.00) shall be increased to the following amounts:

Effective January 1, 2005	\$546.00
Effective January 1, 2006	\$562.00
Effective January 1, 2007	\$579.00
Effective January 1, 2008	\$598.00
Effective January 1, 2006	\$617.00

7. **Article 12 Leaves**

Amend Section 12.01 to read Effective January 1, 2008 each employee shall be entitled to fifteen (15) sick days per calendar year not to exceed a total of fifteen days per year.

However, should the employee's employment be terminated before the end of the calendar year and the employee has exhausted the fifteen days the employee will be indebted to the city the prorated amount

Amend Section 12.3 to include mother-in-law and father-in-law in the definition of family for purposes of bereavement leave.

Amend Section 12.4 to require a physician's note to verify catastrophic illness.

Amend Section 12.5 re: an employee will earn a personal day for each of the first three calendar quarters in a year that the employee has maintained perfect attendance.

8. Article 13 Insurance and Pensions

Delete Section 13.0

Amend 13.4 to read The City shall maintain all current medical coverage or its equivalent and any change to such coverage must be provided to the Union in writing.

Include Section

Employees' co-pay for prescription will be increased to \$3.00 effective *January 1, 2008*.


9. Article 14 Miscellaneous

Amend Section 14.4 to read The City shall supply uniforms to all employees of the Department of Public Works. Said uniforms will be replaced on an as needed basis. New employees will receive a full uniform upon successful completion of their probationary period. Thereafter, annually each employee will be allowed to replace uniform items as needed costing up to an amount determined by the City as one-half the cost of an entire uniform set.


Employees may select boots supplied by the City as part of their uniform or purchase their own approved work shoes and be reimbursed up to \$120.00 of the cost

Include Section 14.7(a) The Union shall notify the City each year in January in writing of the names of the Shop Stewards for the unit.

Include Section 14.7(b) For purposes of Collective Bargaining negotiations, the Union shall provide the names of the members of the Negotiating Committee to Management prior to the start of negotiation sessions


Englewood


Local 11, Teamsters


Witness

Date 5/31/07

ARTICLE 3 – UNION SECURITY

3.0 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.

3.1 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.

3.2 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 reply 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.

3.3 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 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 eighty-five percent (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. Ten (10) days after receipt of the aforesaid list by the Employer; or

B. Thirty (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 ten (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.

C.4. Except as otherwise provided in this Article, the mechanic 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 unused for the deduction and transmission of regular membership dues to the Union.

C.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.

C.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 name's job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues from an employee cannot be deducted from the designated salary and the reason thereof.

C.7. *Teamsters 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.*

C.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.*

C.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.*

ARTICLE 4 – GRIEVANCE PROCEDURE

4.0 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/herself or with the Union Shop **Steward**, to his/her immediate supervisor and, if the grievance is not forthwith adjusted, he/she may then present it orally, either himself or with said representative, to his Department Head. If his/her Department Head is absent from his/her duties for a twenty-four (24) hour period, following failure of adjustment by his/her 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 twenty-four (24) hours after presentation to the Department Head, the grievance shall be presented to the Director of Public Works or in his/her absence form his/her duties, the individual actually performing his/her duties, through the Chairman of the Union Shop **Steward**. Upon presentation, the Director shall specify a time within twenty-four (24) hours thereof for discussion of the grievance with the employee, the Chairman of the Union Shop **Steward** and the Union representative representing the employee's division. The Director may also, at his/her discretion, request the attendance at such discussion by the employee's immediate superior and the employee's Department Head. Within twenty-four (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.

Employees Hired Prior to July 1, 2007

GRADE		CONTRACT YEAR MINIMUMS AND MAXIMUMS				
		2005	2006	2007	2008	2009
1	Minimum	\$23,816	\$24,530	\$25,266	\$26,088	\$26,935
	Maximum	\$50,185	\$51,691	\$53,241	\$54,972	\$56,758
2	Minimum	\$24,232	\$24,959	\$25,708	\$26,543	\$27,406
	Maximum	\$50,778	\$52,301	\$53,870	\$55,621	\$57,429
3	Minimum	\$24,858	\$25,602	\$26,370	\$27,227	\$28,112
	Maximum	\$51,370	\$52,911	\$54,498	\$56,269	\$58,098
4	Minimum	\$25,378	\$26,137	\$26,921	\$27,796	\$28,700
	Maximum	\$51,592	\$53,140	\$54,734	\$56,513	\$58,350
5	Minimum	\$25,898	\$26,673	\$27,473	\$28,366	\$29,288
	Maximum	\$51,963	\$53,521	\$55,127	\$56,919	\$58,769
6	Minimum	\$26,104	\$26,887	\$27,694	\$28,594	\$29,523
	Maximum	\$52,482	\$54,056	\$55,678	\$57,487	\$59,356
7	Minimum	\$26,936	\$27,744	\$28,576	\$29,505	\$30,464
	Maximum	\$53,018	\$54,809	\$56,247	\$58,075	\$59,962
8	Minimum	\$27,144	\$27,958	\$28,797	\$29,733	\$30,699
	Maximum	\$54,578	\$56,216	\$57,902	\$59,784	\$61,727

GRADE	
1	Laborer 1
2	Driver 1 Laborer 3 Mechanic 1
3	Driver 2
4	Climber 1 Driver 3 Driver Operator Meter Maintenance Worker
5	Equipment Operator 1
6	Equipment Operator 2 Mechanic 2
7	Electronic Technician Climber 2 Tractor Trailer Driver
8	Master Mechanic

		CONTRACT YEAR MINIMUMS AND MAXIMUMS				
GRADE		2005	2006	2007	2008	2009
1	Minimum	\$22,900	\$22,900	\$22,900	\$22,900	\$22,900
	Maximum	\$48,255	\$48,255	\$48,255	\$48,255	\$48,255
2	Minimum	\$23,300	\$23,300	\$23,999	\$24,779	\$25,584
	Maximum	\$48,825	\$48,825	\$50,290	\$51,924	\$53,612
3	Minimum	\$23,900	\$24,617	\$25,356	\$26,180	\$27,030
	Maximum	\$49,394	\$50,876	\$52,402	\$54,105	\$55,864
4	Minimum	\$25,376	\$26,137	\$26,921	\$27,796	\$28,700
	Maximum	\$51,592	\$53,140	\$54,734	\$56,513	\$58,350
5	Minimum	\$25,896	\$26,673	\$27,473	\$28,366	\$29,288
	Maximum	\$51,963	\$53,521	\$55,127	\$56,919	\$58,769
6	Minimum	\$26,104	\$26,887	\$27,694	\$28,594	\$29,523
	Maximum	\$52,482	\$54,056	\$55,678	\$57,487	\$59,356
7	Minimum	\$26,936	\$27,744	\$28,576	\$29,505	\$30,464
	Maximum	\$53,018	\$54,609	\$56,247	\$58,075	\$59,962
8	Minimum	\$27,144	\$27,958	\$28,797	\$29,733	\$30,699
	Maximum	\$54,578	\$56,216	\$57,902	\$59,784	\$61,727

GRADE	
1	Laborer I
2	Driver 1 Laborer 3 Mechanic 1
3	Driver 2
4	Climber 1 Driver 3 Driver Operator Meter Maintenance Worker
5	Equipment Operator 1
6	Equipment Operator 2 Mechanic 2
7	Electronic Technician Climber 2 Tractor Trailer Driver
8	Master Mechanic

STEPS WITHIN GRADE FOR EMPLOYEES HIRED AFTER JULY 1, 2007


	Minimum	6 months	1 year	2 years	3 years	4 years	5 years
GRADE 1	\$22,900	\$25,435	\$27,971	\$33,042	\$38,113	\$43,184	\$48,255

MEMORANDUM OF AGREEMENT


The City of Englewood (the "City") and Teamsters Local 11 (the "Union"), on this 3/ day of May 2007, agree to amend the terms of the collective bargaining agreement, which expired December 2004, as follows:

If another bargaining unit comprised of members employed by the City of Englewood negotiates a financial contribution by its members to Health Care costs and or an increase in the prescription co-pay for its members then the collective bargaining agreement between the City and the Union shall be amended to provide the same contributions and/or co-pay increase for the bargaining unit members hereunder.


Dated: May 3/ 2007



Englewood



Local 11, Teamsters



Witness