

**AGREEMENT**

**between**

**TEAMSTERS LOCAL UNION No. 11**

**and**

**THE CITY OF ENGLEWOOD**  
**a Municipal Corporation of the State of New Jersey**

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**January 1, 2010 through December 31, 2012**

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**THIS AGREEMENT** made and entered into on this 1<sup>st</sup> day of January 1, 2010, by and between the City of Englewood, a Municipal Corporation of the State of New Jersey, having its principal offices located at 2-10 North Van Brunt Street, Englewood, County of Bergen and State of New Jersey, hereinafter called the "City", (hereinafter referred to as the "Employer"), and Teamsters Local Union No. 11 located at 810 Belmont Avenue, North Haledon, New Jersey, hereinafter called the "Union", (hereinafter referred to as 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:

**ARTICLE 1 - RECOGNITION**

**Section 1** – The City of Englewood hereby recognizes the Union as the sole and exclusive bargaining agent in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment for all employees now employed in the Department of Public Works in the following job titles: Driver 1, Driver 2, Driver Operator, Driver 3, Equipment Operator 1, Equipment Operator 2, Laborer 1, Laborer 3, Master Mechanic, Mechanic 1, Mechanic 2, Recycling Driver, Tractor Trailer Driver, Tree Climber I, Tree Climber 2; and in the Police Department Traffic Division in the following job titles: Meter Maintenance Worker and Electronic Technician.

**Section 2** – The bargaining unit shall consist of all classification listed in Section 1 excluding supervisors having the power to hire, fire and direct the workforce or to effectively recommend same, clerical employees, guards, confidential and administrative support employees.

**Section 3** – Except as modified by this Agreement, it is the right of the City to determine reasonable standards of service to be offered by its employees, 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.

## **ARTICLE 2 – NO STRIKE PLEDGE**

**Section 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.

**Section 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.

**Section 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.

**Section 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.

### ARTICLE 3 - SENIORITY

**Section 1** - If a vacancy is not filled under Section 2 below, the City will notify the Shop Steward and the Union 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/her name, job classification, and starting salary expressed as an annual amount.

**Section 2** - 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 promote can be selected within the bargaining unit.
2. The classification and the respective grades listed on Appendix "A" & "B" constitutes the regular sequence of advancement.
3. Promotion means a permanent movement from a lower to a higher grade. A permanent lateral movement from one classification to another is where both the classification left and the classification entered are on the same grade level in Appendix "A" & "B".
4. Every vacancy shall be posted on the 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"
  - b) The grade number as shown on Appendix "A" & "B"
  - c) The job description
  - d) The currently effective rate of pay in accordance with Appendix "A" & "B"
  - e) The final date for the submission of written application. 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 level shown on Appendix "A" and "B" shall constitute on separate group.
8. Consideration shall be given first to the highest grade level represented and shall continue 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. 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 six (6) months immediately prior to the announcement of the vacancy, their respective attendance records are relatively equal in freedom from excessive absence. Excessive absence shall be defined as four absences in a six (6) month period or eight absences in a one (1) year period.

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

10. Wherever, during a period of one hundred eighty (180) consecutive calendar days an employee's record remains wholly free of any warning given for unjustified absence, prior warning given for such infraction shall be removed from his/her file.
11. 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 supervisor. However, any such determination, if challenged as arbitrary, capricious or unreasonable, shall be reviewable on such grounds through the grievance arbitration procedure.
12. An employee who applied for either promotion or transfer shall not lose his right to return to his last job any time prior to or during the probationary period.

13. There shall be a probation period of ninety days (90) for an employee newly placed in a 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 (90) days upon written notice to the employee before the conclusion of the initial probationary period.

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

**Section 4** - Should the bidding result in an employee moving down to a lower job classification, he/she will be placed at the maximum of that job classification.

**Section 5** - Should an employee be temporarily transferred, as a vacation replacement or for any other reason to a higher job classification, he/she will receive in lieu of his/her regular rate of pay the rate of pay for that classification based on the following schedule:

| <b>Time on Higher<br/>Job Classification</b> | <b>Hours of Pay at Higher<br/>Job Classification</b> |
|--|--|
| Over 1 but less than four (4) hours          | four (4) hours pay                                   |
| four (4) or more hours                       | eight (8) hours pay                                  |

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

**Section 6** - Should an employee's job be abolished, or a complete unit be closed down within the Department of Public Works the employee 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 lesser 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 Unit will not be replaced by employees from other units. 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 positions(s) should the position(s) be re-established in five (5) years.

#### **ARTICLE 4 - 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.

**Section 4** - 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 5 – 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. 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 d below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

d. 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:

1. 10 days after receipt of the aforesaid list by the Employer; or

2. 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.

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.

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.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph c 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. 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.

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.

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.

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 5 - GRIEVANCE PROCEDURE

**Section 1 - Step 1** – Within seven (7) days of the event or within seven (7) days after he 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 the Operations Manager. If the Operations Manager is absent from his/her duties for a four (4) day 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 four (4) days after presentation to the Operations Manager, the grievance shall be presented to the Director of Public Works or in his/her absence from 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 four (4) days 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 Operations Manager. Within four (4) days following the conclusion of said discussion, the Director shall either:

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

Whenever a Step 1 grievance is discussed, the Director of Public Works and the Union 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, Step 2 may be proceeded with provided, however, that the three (3) days time period shall be extended in the case of emergency until three (3) days following the termination of said emergency.

**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/her designee of this/her grievance by requesting said review in writing 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 with five (5) working days following its review excluding Saturday, Sundays and Holidays.

**Step 3** – Union 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 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 Step 2.

**Section 2** – The cost for the service of the arbitrator shall be borne equally by the City and the Union.

**Section 3** – The City or its authorized representative, if it wishes to present a grievance, shall present the same to the Shop Steward with orally or in writing. Upon a failure of the Union to make an adjustment thereof, the City may proceed directly to Step 3 by serving notice upon the Union by certified mail.

**Section 4** – 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 this rights to proceed further either administratively, by arbitration or judicially.

**Section 5** – 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 Shop Steward.

**Section 6** – Any time limits in this Section may be extended by mutual agreement of the parties.

**Section 7** – Effective January 1, 1974, if an employee is required to attend a grievance meeting scheduled by the City in his/her day off; or other than during his/her regular working hours, he/she shall be paid at straight time for a minimum of four (4) hours.

## ARTICLE 6 – COMPENSATION

**Section 1** - A salary shall be paid in accordance with the schedules set forth in Appendix “A” and “B” to this Agreement, effective as of the dates specified on such schedules.

**Section 1 (a)** - Salaries of each unit member of the City payroll shall be increased on the following basis and shall be retroactive to January 1, 2010:

|                           |   |                                 |
|---------------------------|---|---------------------------------|
| Effective January 1, 2010 | - | 1.75% percent increase per hour |
| Effective January 1, 2011 | - | 1.50% percent increase per hour |
| Effective January 1, 2012 | - | 1.75% percent increase per hour |

**Section 2** - 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 (5) years.

## ARTICLE 7 – LONGEVITY PAY

**Section 1** - Each employee hired prior to July 1, 2007 shall receive, in addition to his/her annual salary for the calendar year, a longevity payment of 1.5% percent of his base salary for each completed four (4) years of service up to a maximum of 7.5% percent. Longevity payments will become due or will be appropriately increased on the first of the month following the month in which employee’s anniversary date of employment occurred.

**Section 2** - 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 (4) years of service up to a maximum of 5% for twenty (20) or more years of service.

## ARTICLE 8 – OVERTIME

**Section 1** - Time and one-half (1½) 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. 2 ). Employees who work on a Sunday will receive a double time premium pay for those hours. Any employee required to work on a holiday will receive his/her regular straight time holiday pay plus double time for all hours worked.

**Section 2** - An employee called back at a time other than his regularly scheduled hours will receive time and one-half (1½) premium pay for all hours worked up to the beginning of his regularly scheduled shift. He/she 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/she was called back. Once an employee has completed twelve (12) hours of work he/she 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 (1 ½) premium pay should be mutually agree to work beyond twelve (12) hours. 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 (1½) only for actual hours worked if the interval between times reported does not exceed four (4) hours.

**Section 3** - 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.

**Section 4** - Whenever an employee in the sanitation division only is called back to work on his/her off day, or for other reasons, he/she will be guaranteed a minimum of eight (8) hours straight time pay or the overtime pay for the hours actually worked.

**Section 4 (a)** -Assignment of overtime will be based on seniority in accordance with classifications.

## **Rules and Regulations Overtime – Seniority Classification List**

Each Supervisor will call employees from the Division in which the overtime work occurs in first. He/she 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 employees are asked to work overtime the Supervisor will keep a record of their reply, which will be recorded on the posted sheet after the over-time is worked in the following fashion. The number of hours worked followed by a "W" will be placed under the date the overtime was worked. Those employees who refused to work will have "R" placed next to their name under the date the overtime was scheduled.

If an employee is scheduled to work overtime on any given day and fails to show up, but calls in before the scheduled start time and provides requested documentation to substantiate the need for the absence, the box next to his/her name on the date he/she was to work will be marked with a "A". When an employee has two (2) "A" marks after his/her name he/she will automatically lose his/her next turn for overtime.

If an employee is scheduled to work overtime on any given day and fails to show up and does not call in by the scheduled start time or doesn't provide acceptable documentation to substantiate the need for the absence, the box next to his/her name will be marked with a circled "A". The employee will miss his/her next regular turn for overtime.

-“O”- will indicate that the employee 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 an employee is on vacation when his/her turn for overtime comes up. He/she will be passed by, but will not miss his/her place on the list upon his/her return to work. An employee on vacation may notify a supervisor of their availability for overtime if they chose. In that case they will not be passed by if his turn comes up while on vacation. In an emergency, vacations may be cancelled and employees may be required to report for overtime related to the emergency.

-“R” - The Supervisor will indicate that an employee was called in to work in place of someone who was scheduled for overtime but did not show up. The number of hours worked followed by an "R" will be placed under the date worked next to the replacement employee's name. The replacement employee will keep his/her place on the list and will not be charged for a turn until it is his/her turn on the list.

Every three (3) months, after the 15<sup>th</sup> 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.

**ARTICLE 9 – SHIFT AND STAND BY PAY**

**Section 1** – For those employees scheduled to work from 7:00 a.m. to 3:00 p.m., each employee shall report to work by 7:00 a.m. each work day. Every said employee shall receive a one (1) 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 shall receive two (2) fifteen (15) minute breaks at their choice on route, one (1) in the morning and one (1) in the afternoon. The work day shall end at 3:00 p.m. each day. Each employee that works through lunch shall be paid one and one-half (1½) their hourly rate for that lunch hour if he/she is not allowed to leave work one (1) hour earlier than his/her normal shift end.

**Section 2 - SHIFT DIFFERENTIAL**

The current shift differential (\$617.00) shall be increased to the following amounts:

|                           |          |
|---------------------------|----------|
| Effective January 1, 2010 | \$617.00 |
| Effective January 1, 2011 | \$617.00 |
| Effective January 1, 2012 | \$617.00 |

**Section 3** - 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.



## ARTICLE 10 - VACATIONS

**Section 1** - 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 15<sup>th</sup> 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.

**Section 2** - 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 division. Once an employee's vacation has been scheduled, he/she must take his/her vacation as scheduled. If due to serious illness, accident or injury suffered by the employee or a member of his/her immediate family as defined in Article 12, Section 6, as documented by a physician's certificate, prior to the start of his scheduled vacation, he/she may request to have his/her 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 (1) year period to a two (2) year period.

**Section 3** - The following vacation time off with pay shall apply:

| <u>Years of Service</u>          | <u>Vacation (work days)</u> |
|----------------------------------|-----------------------------|
| One (1) but less than three (3)  | 13 days                     |
| Three (3) but less than five (5) | 15 days                     |
| Five but less than ten (10)      | 17 days                     |
| Ten but less than fifteen (15)   | 20 days                     |
| Fifteen and over                 | 25 days                     |

## ARTICLE 11 - HOLIDAYS

**Section 1** - Regular full time employees shall be entitled to receive thirteen (13) holidays with pay during a calendar year as follows: It is agreed that when the State of New Jersey no longer recognizes Lincoln's Birthday as a paid holiday in the State we will no longer receive this holiday.

|                               |                      |
|-------------------------------|----------------------|
| 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        |
| Martin Luther King's Birthday |                      |

**Section 2** - Should a holiday as designated by the City fall on a day which is regularly scheduled a day off for an employee, he/she shall receive an additional day off or an additional days pay without any additional time off, at the discretion of the City, which must be exercised within a reasonable amount of time.

## ARTICLE 12 - LEAVES

**Section 1** - 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.

**Section 2** - Effective January 1, 2008 each employee shall be entitled to fifteen (15) sick days per calendar year not to exceed a total of fifteen (15) sick days per year.

**Section 2 (a)** - However, should the employee's employment be terminated before the end of the calendar year and the employee has exhausted the fifteen (15) days the employee will be indebted to the city the prorated amount.

**Section 3** - The definition of sick leave shall exclude any work-connected illness or injury compensable by Workman's Compensation.

**Section 4** - 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 in accordance with Section 5 below.

**Section 5** - 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/her accumulated sick leave not used at the time of termination provided he/she is not discharged for cause other than physical disability. Upon such termination, after eight (8) years, he/she shall receive seventy-five (75%) percent of the amount of his/her accumulated unused sick leave, and upon such termination after twenty (20) years or upon termination because of physical disability, he/she shall receive one hundred (100%) percent of his/her 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 one twelve thousand dollars (\$12,000.00). The maximum of one years salary shall not be applicable to any employee hired prior to December 31, 1980 and has accumulated sick leave monies in excess twelve thousand dollars (\$12,000.00). Such employee shall be paid the actual accrued sick leave at termination.

**Section 6** - Employees shall be entitled to five (5) consecutive work days off with pay in the event of a death of an employee's family member. The definition of members of the family (i.e. immediate family: wife, husband, child, mother, father, brother, sister, mother-in-law and father-in-law of employee. 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

**Section 7** - The following additional sick leave will be granted automatically for a catastrophic illness verified by a physician's note to verify the catastrophic illness.

- More than one (1) and through ten (10) years.....15 days
- Eleven (11) through fifteen (15) years.....30 days
- More than fifteen (15) 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 ten (10) day period. It is agreed that this leave entitlement will be available once during the individual's employment.

**Section 8** - The following personal leave days shall be available to each employee to be used as approved by the Department Head:

- a). One (1) personal day per year, not changeable to sick leave.
- 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.
- d). An employee will earn a personal day for each of the first three (3) calendar quarters in a year that the employee has maintained perfect attendance.

**Section 9** - 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.

### **ARTICLE 13 – INSURANCE AND PENSIONS**

**Section 1** - The present level of medical coverage, including Rider “J”, shall remain in effect.

**Section 2** - The City shall provide to all employees a breakdown of the insurance coverage and costs available under this Contract

**Section 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.

**Section 4** - The City shall maintain all medical and pension coverage any change to those coverage the City must notify the Union in writing upon change. Effective January 1, 2010 the employees shall begin contributing one and one-half percent (1.5%) of pensionable earnings to the cost of health insurance pursuant to State law.

**Section 5** - Employee's co-pay for prescription will be increased to three dollars (\$3.00) effective January 1, 2008. It is agreed that the City will eliminate the Supplemental Prescription Drug Program on January 1, 2011.

#### **ARTICLE 14- GENERAL**

**Section 1** - It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, union membership or non-membership, age, or sex, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

**Section 2** - No employee shall make or be requested to make any agreement, or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

**Section 3** - The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

**Section 4** - Three representatives of the Union will serve on a Department Safety Committee for the purpose of reviewing accidents and making recommendations to protect the safety of the employees and reducing the number of work related accidents.

**Section 5** - Any and all benefits which the employees are now enjoying which are not listed herein shall remain in effect.

See Art. 17, Sec.4.

#### **ARTICLE 15 – DISCHARGE**

**Section 1** – The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge.

**Section 2** – If and when an employee is to be given any disciplinary action, a Union Representative or Alternate shall be present.

## ARTICLE 16 - MISCELLANEOUS

**Section 1** - 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.

**Section 2** - The Department of Public Works Rules and Regulation as set forth in Appendix "C" as modified and superseded by the Agreement dated May 4, 1981.

**Section 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.

**Section 4** - 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. Work gloves shall be provided by the City as required.

It is considered the responsibility of the employee to do the following:

- (a) Provide laundry services for the uniforms:
- (b) Make small repairs to the garments as required (buttons, patches, zippers);

**Section 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.

**Section 6** - The Local 11 Union employees are eligible to participate in the City of Englewood's Deferred Compensation Program.


**Section 7**. The Union shall notify the City each year in January of the names of the Shop Stewards for the unit.

**Section 8.** For purposes of the collective bargaining negotiations, the Union shall provide to Management the names of the members of the Negotiating Committee prior to the start of negotiation sessions.

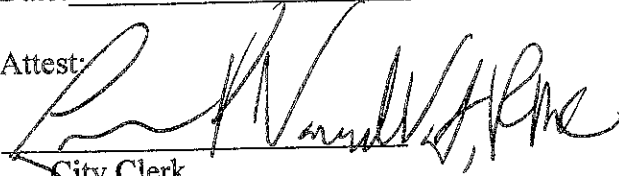
**ARTICLE 17 – DURATION**

**Section 1** - This Agreement shall become effective January 1<sup>st</sup>, 2010 and shall continue in effect to and including December 31<sup>st</sup>, 2012 and shall be automatically renewed from year to year thereafter unless one party or the other gives notice, in writing, at last sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

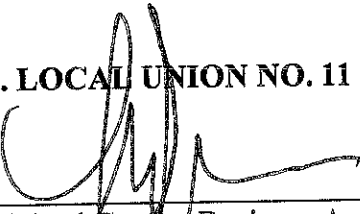
**CITY OF ENGLEWOOD**

By:   
City Manager

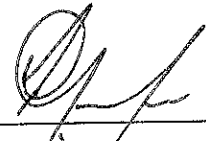
Date: 7/13/11

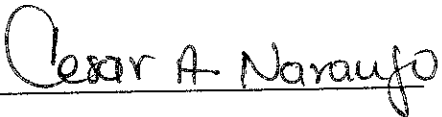
Attest:   
City Clerk

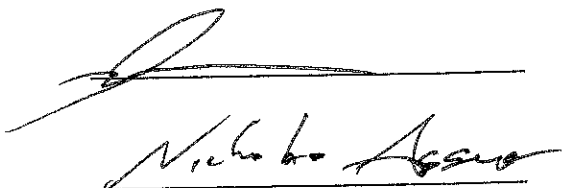
**I.B.T. LOCAL UNION NO. 11**

By:   
Michael Curcio Business Agent

Date: 7/12/11

  
D. Pominant

  
Cesar A. Naraujo

  
Nicholas Aguirre