

3-0330

20-09

1/1/80 - 12/31/81

LOCAL 866 COPY

Labor Agreement

BETWEEN

IBT, Local 866

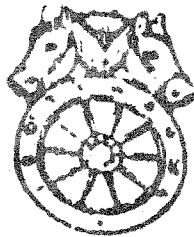
TEAMSTERS LOCAL UNION 866

Linden, City of

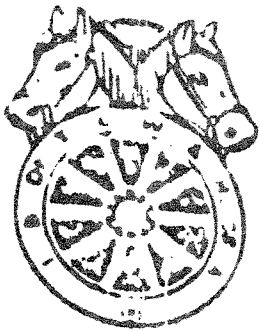
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Institute of Management and
Labor Relations

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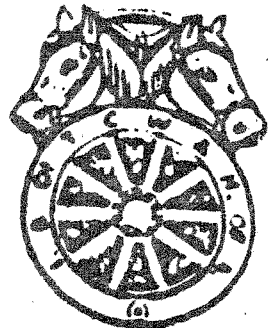
RUTGERS UNIVERSITY



AND



CITY OF LINDEN
DEPARTMENT OF PUBLIC WORKS



Jan 1, 1980 - Dec 31, 1981

(1) Total longevity shall be calculated by multiplying an employee's annual salary as of the preceding December 31 by the total entitlement percentage.

(2) Longevity pay for employees entitled thereto between the period of January 1st through June 30th shall commence on January 1st of the current year.

(3) Longevity pay for employees entitled thereto between the period of July 1st through December 31st shall commence on July 1st of the current year.

(4) Leaves of absence requested by an employee shall not be included in determining length of service.

(5) Longevity pay shall be considered as part of base wages, for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay and Retirement. Entitlement of longevity is based on the employee's initial date of hire.

(6) Employees hired after January 1, 1975 will not be entitled to longevity pay. The longevity provisions contained herein will continue in full force and effect for all employees hired prior to January 1, 1975.

c. Any position not covered in Schedule "A" or any positions which may be established during the life of this Agreement shall be subject to rate of pay negotiations between the CITY and the UNION.

d. The CITY agrees to pay wages earned on a bi-weekly basis which will include wages for overtime hours.

e. Employees will be paid by check every other week.

f. Employees will be paid during working hours. When payday falls on a Holiday, then the preceding day will be pay day.

6. HOURS OF WORK

a. Public Works employees shall be scheduled for eight (8) hours work each day, Monday thru Friday. The work day shall start at 7:00 A.M. and end at 3:30 P.M.

b. The CITY shall allow an unpaid one-half ($\frac{1}{2}$) hour lunch period each day between 11:30 A.M. and 1:00 P.M.

c. Garage employees shall be scheduled for eight (8) hours work each day, Monday thru Friday. The work day shall be from 8:00 A.M. to 5:00 P.M., which shall include one (1) hour unpaid lunch period.

d. Schedules of work other than those covered by the Agreement in effect at the signing of this Agreement may continue in accordance with past practice.

e. The CITY shall allow a paid one-half ($\frac{1}{2}$) hour lunch period whenever an employee is required to work in excess of ten (10) or more hours and an additional paid one-half ($\frac{1}{2}$) hour lunch period for each subsequent four (4) hours of work. The CITY shall also allow a paid fifteen (15) minute coffee break once during each four (4) hour work period.

f. Employees shall be guaranteed a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday thru Friday.

g. The CITY shall grant employees for each overtime lunch period a meal allowance of two dollars and fifty cents. (\$2.50)

h. The CITY shall guarantee a minimum of two (2) hours work or pay at the applicable premium rate of pay in lieu thereof in addition to his regular days pay if he is required to return to work after quitting time.

i. The CITY shall not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in the work week.

7. PREMIUM PAY

a. One and one-half (1½) times the straight time rate of pay shall be paid for all work:

(1) Performed in excess of eight (8) hours in any twenty-four (24) hour work period.

(2) Performed prior to start time.

(3) Performed after quitting time.

(4) Performed on Saturday.

b. One and one-half (1½) times the straight time hourly rate of pay shall be paid for worked performed on a Holiday in addition to Holiday pay.

c. Two (2) times the straight time hourly rate of pay shall be paid for all work performed on Sunday.

d. Longevity pay shall be considered as part of the employee's straight time hourly rate of pay when computing premium pay.

e. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

absent from work without authorization either the work day immediately preceding or following a Holiday. In cases of illness the CITY may require a doctor's certificate.

9. VACATIONS

a. Vacation entitlement shall be based upon the following schedule:

<u>PERIOD OF EMPLOYMENT</u>	<u>VACATION ENTITLEMENT</u>
0-1 Years	One day for each month
1 Year thru 5 Years	Twelve Days
6 Years thru 10 Years	Fifteen Days
11 Years thru 20 Years	Twenty Days
21 Years and over	Twenty-five Days

b. Vacation may be scheduled at any time during the years to the extent it is practicable to do so.

c. In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

d. Vacations shall be selected and scheduled by January 1st of each year.

e. Senior employees shall be given preference in the selection of vacation periods within their particular classification.

f. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

10. FUNERAL LEAVE

a. In the event of a death in an employee's immediate family, namely: spouse, children, brother, sisters, parents, parents-in-law, brother-in-law, sisters-in-law, grandparents, and grandchildren of the employee or spouse, the employee shall be paid in full for time lost not to exceed three (3) work days

to attend to arrangements, services, or funeral. This three (3) day funeral leave provision also applies in the event of a death of and other relative if such relative resides with the employee.

b. The CITY may request submission of proof.

11. JURY DUTY

a. An employee called for Jury Duty will be excused from work for the period actually in attendance at Court and he will be paid the difference between Jury Duty fees received and his regular daily earnings for such time he is required to be in attendance in Court.

b. If an employee is not required to report or serve the Court on any particular day during his tour of Jury Duty, he shall report to his regular assigned job.

c. In the case of an employee scheduled to work between the hours of 12:00 midnight and 3:00 A.M., the aforementioned requirement to work his regular assigned job shall apply to the work shift immediately prior to his day off from having to report or serve the Court.

12. MILITARY LEAVE

a. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

b. An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

13. SICK LEAVE

a. Each employee shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year.

b. Unused sick leave days shall be cumulative from year to year without limit.

c. An employee on sick leave five (5) or more consecutive days shall submit acceptable medical evidence substantiating the illness.

d. Employees requiring sick leave in excess of the provided for above will be considered for additional sick leave.

e. An employee who has been absent on sick leave for periods totalling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences at one (1) day or less in which case only on certificate shall be necessary for a period of six (6) months.

f. Each employee or his heirs, executors, or administrators shall be granted one (1) day of base pay for each three (3) days of unused sick leave upon retirement or death. Such sick leave payment shall be paid in one lump sum but in no event exceed eight thousand five hundred dollars (\$8,500.00)

14. LEAVE OF ABSENCE

a. Any recognized official of the UNION will be granted a leave of absence without pay for the purpose of attending to UNION business off the job.

b. The UNION will give at least twenty-four (24) hours notice for such a request.

15. HEALTH-CARE INSURANCE PROGRAM

a. The CITY shall provide each employee the following Health Care Insurance with dependent coverage:

(1) Comprehensive Blue-Cross Hospital Insurance

(2) Blue-Shield Surgical Insurance

(3) Rider "J"

(4) Major Medical

(a) \$100 Deductable

(b) 80-20 CO-Insurance

(c) \$20,000 Maximum

(5) Dental

January 1, 1980 to December 31, 1981:

During the period January 1, 1980 thru December 31, 1981 the CITY shall pay the full cost of Single, Individual and Family Coverage.

16. GROUP INSURANCE AND PENSIONS

a. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

17. UNIFORMS

a. Each employee shall be provided uniforms consisting of two (2) shirts and two (2) pair of pants. Uniforms shall be replaced at no cost to the employee(s) on a fair, wear and tear basis.

18. SENIORITY

a. Seniority for the purpose of this Agreement is defined as follows:

(1) Seniority is the employee's total employment service and is determined by his initial date of hire by the CITY.

(2) Classification Seniority is the employee's employment service within a particular classification. Classification seniority is determined by the date the employee is permanently assigned the Classification.

b. Employees shall have preference to employment, recall from lay-off, transfer, promotions, and vacation selection in accordance with their applicable seniority entitlement.

19. NOTIFICATION TO THE UNION

a. The CITY will notify the UNION in writing of any promotions, demotions, transfers, lay-offs, terminations, and of newly hired employees.

b. The City will provide the UNION with an updated list of covered employees showing name, address, classification, rate of pay, date of hire, date of entry in classification, and Social Security number each six months period commencing with the effective date of this Agreement.

c. All written notifications shall be made to:

Secretary-Treasurer
Teamsters Local Union 866
743 Main Ave.
Passaic, N.J. 07055

with copies to Shop Stewards.

to attend to arrangements, services, or funeral. This three (3) day funeral leave provision also applies in the event of a death of and other relative if such relative resides with the employee.

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20. PROMOTIONS, DEMOTIONS, AND TRANSFERS

a. It is the intention of the CITY to fill job vacancies from within the bargaining unit before hiring new employees.

b. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

c. Notice of all job vacancies shall be posted on the bulletin board and will include job title, labor grade, and a brief description of job duties including qualifications and necessary skills. Those employees who make application during the posting period will be considered for the job. The posting period shall be eleven (11) work days.

d. Temporary promotions shall be offered to the eligible most senior qualified employee who bids for the job in accordance with the attached promotional chart.

e. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of three (3) months. In the event the employee does not successfully pass this three (3) month trial period, such employee shall be given his former position without any loss of seniority or pay.

21. LAY-OFFS AND RECALL

a. The City may reduce the working force by lay-off only due to a permanent lack of work.

b. In such event employees may be laid off in the order of least Department of Public Works seniority.

c. Notice of such lay-offs shall be given forty-five (45) days before the scheduled lay-off.

d. Laid off employees with five (5) or more years of employment service will be granted four (4) weeks severance pay.

e. Any employee laid-off shall be placed on the recall list for life.

f. The CITY, upon rehiring, shall do so in the order of seniority entitlement. Under no circumstances shall the CITY hire from the open market while employees on the recall list are capable to perform the duties of the vacant position are ready, willing, and able to be re-employed.

g. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such employee.

22. DISCHARGE AND DISCIPLINE

a. The CITY shall not discharge or suspend any employee without just cause.

b. Before any employee is disciplined, suspended, or discharged, there shall be a conference held between the UNION and the CITY, whenever it is possible to do so.

c. All disciplinary actions must be reduced to writing and a copy of such letter shall be given to the employee, the UNION at its office, and the Shop Steward.

d. The failure of an employee driver of city motor vehicles or equipment to report the revocation of said employee's New Jersey State drivers license may result in suspension or other disciplinary action.

23. PICKET LINES

a. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any picket line.

24. SAFETY AND PROTECTIVE CLOTHING

a. The CITY shall establish, promote and enforce a Safety Program to safeguard the Health, Life and Limbs of its employees and to properly maintain its equipment in such a manner which will insure safe operation. There shall be a joint Union-Management Safety Committee comprised of two (2) employees designed by the UNION and two (2) management employees. The purpose of the Committee is to review items relating to safety and to make recommendations to promote safety.

b. The Superintendent or his Administrative Assistant shall determine the replacement, which shall not be unreasonably withheld, of uniforms, rain gear, and safety shoes and leather and rubber gloves on a fair wear and tear basis. The issuance of leather and rubber gloves will be made on a selective need basis as determined by the City.

c. Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline.

d. The CITY shall provide each employee on a fair, wear and tear basis: safety glasses, safety hats, gloves, boots, raingear, and other protective clothing or equipment necessary in the performance of their duties. Effective January 1, 1974 safety

shoes shall be provided to those employees as determined by the Joint Safety Committee. Loss of personal issue shall be replaced by the individual.

e. Safety flashing lights shall be conspicuously mounted on all motorized equipment.

f. The CITY shall make available clean and adequate wash and toilet facilities.

g. Employees assigned to collect garbage shall not be required to lift receptacles which weigh in excess of fifty (50) pounds.

25. OTHER CONDITIONS

a. Vacancies for lateral assignments within a particular classification to Sanitation, Sewer, Sweeper, Road and Parks shall be posted for a period of eleven (11) working days.

b. The CITY will assign to such vacancy the most senior qualified employee who bids for the lateral assignment.

c. The CITY agrees that it will not be unreasonable or arbitrary in making a determination as to whether or not such employee is qualified for the lateral assignment, and is subject to the first three (3) steps of the Grievance Procedure. A grievance which arises from this provision is not arbitrable.

d. The CITY agrees not to deduct wages for time spent by an employee during regular work hours to receive medical treatment arising from an on-the-job injury. Such employee shall return to work upon completion of medical treatment whenever it is possible to do so.

e. The CITY agrees to provide annually at no cost to employees FLU shots, providing the administration of shots is done on the employee's own time. The UNION shall provide the CITY with a list of the employees requesting the shots and the CITY shall determine the doctor, place, and time.

f. The CITY shall to the fullest extent possible assign all new laborer employees hired after January 1, 1980 to sanitation trucks in the order of least seniority, except that more senior employees may volunteer for such assignments; or except such employees deemed unqualified for alternate laborer assignments; or an individual hired with a particular skill.

The City further agrees not to arbitrarily or unreasonable fill temporary Sanitation Laborer vacancies by assigning the same individual continually.

A vacancy which is expected to occur for an extended period of time shall be offered first to volunteers.

Any grievance to the foregoing Par. f that is denied by the City under Step 3 of the within Agreement may be appealed in writing to a new and final Step 4. Under said Step 4 the City Council Negotiating Committee, City Council Public Works Committee, Superintendent of Public Works, Public Works Administrative Clerk, City Council's designated labor Relations Representative and six (6) representatives of the Union shall meet to resolve the grievance.

Within ten (10) calendar days of such meeting the City shall advise the Union in writing of its decision.

g. Union Shop Stewards will be given a copy of all bid

sheets for job vacancies when they are posted, and a copy of the same bid sheet at the close of the bid period with the signatures of those employees who bid for the job.

26. GRIEVANCE AND ARBITRATION PROCEDURE

a. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties involving interpretation or application of any provisions of this Agreement.

b. An aggrieved employee shall present his grievance, in writing, within twenty (20) days of its occurrence or such grievance will be deemed waived.

c. In the event of such grievance, the steps hereafter set forth shall be followed:

STEP 1: The employee and the steward or the employee individually, but in the presence of a steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within three (3) working days the employee or the steward may forward the grievance to the next step in the procedure.

STEP 2: The Steward will discuss the grievance with the head of the department or his designee. In the event the grievance is not satisfactorily adjusted within three (3) working days, the grievance may be appealed at the next step.

STEP 3: The UNION representative and the CITY'S labor relations representative, or any such designated person,

shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

d. If, at any time the aggrieved appeals his grievance before the Civil Service Commission, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.

e. If, in any of the foregoing steps, either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration. Either party may grant an extension of time to respond at any step in the aforementioned procedure. A request to grant such extensions shall not be unreasonably withheld.

f. ARBITRATION: Either party may apply directly to the New Jersey State Board of Mediation for the appointment of an arbitrator.

(1) The decision of the Arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.

(2) It is agreed that no arbitrator may in any way change, modify, add to, or delete any provision of this Agreement or any signed supplemental Agreement.

(3) It is intended that all differences between the CITY and the UNION shall be settled through the Grievance and

Arbitration provisions of this Agreement. Therefore, the CITY agrees that it will not lock out its employees and the UNION agrees that it will not sanction a strike, slow downs, or work stoppage during the life of this Agreement.

27. SHOP STEWARDS

a. The CITY recognizes the right of the UNION to designate shop stewards and alternates.

b. The authority of the shop steward and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

(1) The investigation and presentation of grievances.

(2) The collection of dues when authorized by appropriate Local Union action.

(3) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

c. Shop Stewards and alternates have no authority to take strike action or any other action interrupting the CITY's business.

d. Shop Stewards and alternates shall be permitted to investigate, present, and process grievances without loss of time or pay. Such time spent in handling grievances shall be within reasonable limits and shall be considered working hours in computing daily and/or weekly overtime.

e. The Shop Steward or alternates shall obtain permission to leave his job assignment from his supervisor. The supervisor shall give such Shop Steward or alternates an "Off-The-Job" slip. It is not the intent of the CITY to prevent the Shop Steward or alternate from carrying out their duties or responsibilities.

f. The UNION shall advise the CITY in writing of the names of the Shop Steward, alternates, and all other UNION personnel authorized to act on behalf of the Union, within fourteen (14) calendar days of their election or appointment to such position.

28. VISITATION RIGHTS

a. Providing proper advance notice is given, a representative or representatives of the UNION shall have access during working hours to all facilities, buildings, grounds, and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

29. BULLETIN BOARDS

a. The CITY agrees to provide a suitable bulletin board for the exclusive use by the UNION to post official notices relating to meetings and other Union affairs.

b. All such notices shall be signed by the Shop Steward or alternates to indicate official UNION approval.

c. Any notice of a political or personal nature, or of a matter unrelated to UNION affairs shall be subject to immediate removal.

30. NON-DISCRIMINATION

a. Neither the CITY nor the UNION will discriminate against any employee or those seeking employment because of race, color, creed, sex, or national origin, nor because of membership or non-membership in any church, society, or fraternity.

31. MANAGEMENT RIGHTS

a. Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities, and rights reserved to the Employer, among which are the direction and operation of the Department of Public Works, the types of work to be performed, the work assignments of employees, the machinery, tools, and equipment to be used, hours of work, the right to hire, promote, transfer, discipline, or discharge employees for just cause and the making and enforcing of reasonable rules and regulations for discipline and safety of its employees.

32. SEPARABILITY

a. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

b. It is further provided that nothing herein shall be construed to deny to any individual employee his rights under State or Federal laws.

33. MAINTENANCE OF STANDARDS

A. Protection of Conditions--The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment

shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

b. It is agreed that the provisions of this section shall not apply to inadvertent or bona-fide errors by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

c. This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement.

34. TERM OF AGREEMENT

a. This Agreement shall be effective from January 1, 1980 to December 31, 1981 inclusive and thereafter until terminated or amended by either party giving the other party sixty (60) days prior written notice of its intent to terminate or amend. The party giving such notice shall submit in writing any proposed amendments it desires.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

LOCAL UNION NO. 866 I.B.T.

BY John Broderick

BY Dennis Fitzgerald

BY Darryl W. Henry

BY Robert J. Hennevey

CITY OF LINDEN, N.J.

BY John T. Ryan
MAYOR

BY Val D. Inbracco
CITY CLERK

BY _____

BY _____

CLASSIFICATION AND WAGES

SCHEDULE "A"

Employees in a particular classification who does not receive the maximum rate of pay for the classification to which he is assigned shall receive the next higher increment rate at the end of each twelve month period of employment until the employee receives the maximum rate of pay for his classification. Whenever a General Increase is granted, such General Increase in wages shall be in addition to any increment entitlement.

A daily upgrade will be paid on the Sanitary Truck Laborer and Sanitary Truck Driver jobs only.

The attached Pay Schedule represents the maximum or third year wages for each classification. Starting wages and first and second year wages for all classifications are to be calculated on the same basis mainly: A 4% increase effective January 1, 1980, a 4% increase effective July 1, 1980, plus 40¢/hr. additional to Sanitation Truck Driver and Sanitation Laborer upon the implementation of the two (2) man Sanitation Laborer assignment to all sanitation trucks.

A 4% increase effective January 1, 1981 and a 4% increase effective July 1, 1981.

All percentage raises shall be compounded when calculated.

CLASSIFICATION AND WAGES - 3RD YEAR ONLY

	<u>79+4%-1/1/80</u>	<u>+4%-7/1/80</u>	<u>+4%-1/1/81</u>	<u>+4%-7/1/81</u>
Senior Mechanic	\$7.56+.30=\$7.86	+ .31=\$8.17	+ .33=\$8.50	+ .34=\$8.84
Mechanic	\$7.20+.29=\$7.49	+ .30=\$7.79	+ .31=\$8.10	+ .32=\$8.42
Mechanic Helper	\$6.52+.26=\$6.78	+ .27=\$7.05	+ .28=\$7.33	+ .29=\$7.62
Garage Attendant	\$5.92+.24=\$6.16	+ .25=\$6.41	+ .26=\$6.67	+ .27=\$6.94
Equip. Sweeper Oper.	\$6.93+.28=\$7.21	+ .29=\$7.50	+ .30=\$7.80	+ .31=\$8.11
Hwy. Equip. Oper.	\$7.20+.29=\$7.49	+ .30=\$7.79	+ .31=\$8.10	+ .32=\$8.42
Truck Driver	\$6.63+.27=\$6.90	+ .28=\$7.18	+ .29=\$7.47	+ .30=\$7.77
Truck Driver (Sanitation)	\$6.80+.27=\$7.07	+ .28=\$7.35 + .40=\$7.75	+ .31=\$8.06	+ .32=\$8.38
Laborer (Sanitation)	\$6.45+.26=\$6.71	+ .27=\$6.98 + .40=\$7.38	+ .30=\$7.68	+ .31=\$7.99
Laborer	\$6.27+.25=\$6.52	+ .26=\$6.78	+ .27=\$7.05	+ .28=\$7.33
Senior Tree Trimmer	\$7.01+.28=\$7.29	+ .29=\$7.58	+ .30=\$7.88	+ .32=\$8.20