

Benning County  
1976

THIS AGREEMENT, made this 16 day of March, in the year of our Lord Nineteen Hundred and Seventy Six, be and between the Township of Lyndhurst hereinafter referred to as the "EMPLOYER", on behalf of the individual and corporate members thereof, excepting those members thereof who have employee affiliations with another Union, herein referred to as the "EMPLOYER", and Local 84 Teamsters, herein referred to as the "UNION", - Maintenance

W I T N E S S E T H

WHEREAS, it is the desire of both of the parties hereto to promote and secure harmonious relations between the above-named Employer on the one hand and the Union and the Employees of the Employer on the other hand, and

WHEREAS, the parties have bargained collectively and have reached an agreement with respect to wages, hours and other terms and conditions of employment under which the employees work for the employer, and

WHEREAS, the parties desire to reduce said agreement to writing,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I. RECOGNITION

The Employer herewith recognizes the Union as the sole and exclusive bargaining agent on behalf of its employees as classified in Article V in regard to wages, hours and all other terms and conditions of employment.

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ARTICLE II. UNION DUES COLLECTION

SECTION I. All employees covered by this agreement who are members of the Union on the effective date of this agreement or on the date of the execution of this agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees covered by this agreement who are not members of the Union and all employees covered by this agreement who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment.

SECTION II. The Employer agrees to deduct for the Union initiation fees and dues as provided for in the bylaws of the Union, from the first weekly wages due employees in each month within which such initiation fees or dues may become due, provided however, that the employees from whose wages such deductions are to be made shall have filed with the Employer a written authorization (supplied by the Union) for such deductions.

All dues and initiation fees deducted from the employees shall be paid to the Teamsters Union Local 84 at 1224 Anderson Avenue, Fort Lee, New Jersey, 07024.

ARTICLE III. NONDISCRIMINATION

The provisions of this agreement shall be applied by the Employers, the Union and all employers to all employees, without discrimination on account of sex, race, color, creed, national origin or union activities.

ARTICLE IV. HOURS OF EMPLOYMENT

SECTION I. The normal work week for employees shall consist

of 40 hours per week on the basis of five days per week and eight hours per day from Monday through Friday, inclusive. The regular scheduled shift shall be from 8:00 a.m. to 5:00 p.m. with a half-hour lunch period and two (2) fifteen minute coffee breaks.

SECTION II. All work performed in excess of eight hours per day or 40 hour per week, shall be considered overtime and shall be paid for at the rate of time and one-half the regular hourly pay.

#### ARTICLE V. HOLIDAYS

SECTION I. The Employers recognize the following Legal Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

SECTION II. Whenever the Employer shall require an employee to perform work on any of the above-mentioned holidays, the employee shall be compensated at two times the hourly rate of pay for all hours worked that day in addition to the holiday pay.

SECTION III. The employer may by resolution grant such additional Holidays as it deems appropriate and may substitute any of the days in the year in place of the Holidays above listed. In the event that a Holiday occurs on a Sunday, it shall be observed on the following Monday.

#### ARTICLE VI. WAGES

The Employer agrees to pay to all personnel and future

employees the following rate of pay:

<u>SECTION I.</u>	<u>Min.</u>	<u>Max.</u>	
Utility Laborer-Driver	\$3.50	\$4.05	hourly
Utility Maintenance		4.25	hourly
Operator Repairman		4.35	hourly
Meter Reader-Installer		4.52	hourly
Tree & Road Maintenance		4.92	hourly
Equip., Operator-Mechanic		5.25	hourly
Foremen		5.75	hourly

SECTION II. All employees shall be entitled to an additional \$38.00 for sewer call standby.

#### ARTICLE VII. VACATIONS

All employees shall receive vacations, with pay, as follows:

More than 6 months but less than 1 year of service

5 working days

More than 1 year but less than 5 years of service

10 working days

More than 5 years but less than 15 years of service

15 working days

More than 15 years but less than 20 years of service

20 working days

More than 20 years but less than 25 years of service

25 working days

More than 25 years of service

30 working days

#### ARTICLE VIII. LONGEVITY

In addition to wages set forth in Article VI, each employee shall be entitled to a longevity payment payable on a weekly

basis in accordance with the following schedule:

- 1% after 4 years of service
- 2% after 8 years of service
- 3% after 12 years of service
- 4% after 16 years of service
- 5% after 20 years of service

ARTICLE IX. RECALL

Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof.

ARTICLE X. SICK LEAVE

Each employee shall be entitled to twelve (12) days sick leave for every year of service. Sick leave not used in a calendar year may be carried forward to subsequent years and shall be cumulative. The provisions of ordinance 1467 and its amendments pertaining to sick leave are hereby incorporated into and made part of this agreement.

ARTICLE XI. BEREAVEMENT LEAVE

All permanent full time Employees covered by this Agreement shall be entitled to five (5) days leave with pay upon the death of a member of his immediate family or death of a member of his household.

Immediate family shall include spouse, children, parents, brothers and sisters.

Such funeral leave shall not be charged against the Employee's

vacation or sick leave.

Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

#### ARTICLE XII. MEDICAL COVERAGE

The Employer will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical insurance for Employees covered by this Agreement and their families, of the same type and in the same amounts as presently exist.

All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

In the event that the Township upgrades its medical coverage plan for any Township employee, the members of the Public Works Department shall be included in said new plan.

#### ARTICLE XIII HOURLY RATE

To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by 2,080 hours.

#### ARTICLE XIV. GENERAL PROVISIONS

SECTION I. All personnel shall be supplied, by the Township with six uniforms per year.

SECTION II. The Township shall endeavor to provide proper locker facilities for all personnel in the new Public Works Department Building.

SECTION III. The Township hereby declares its intention to appoint future Public Works Department Supervisors from within the ranks of the men in the department.

ARTICLE XV.

This Agreement hereby incorporates by reference, all of the provisions of the Personnel Ordinance adopted by the Township.

It is further agreed between the parties that any and all benefits previously awarded to the employees that have not been altered or amended by the terms of this Agreement, shall remain in full force and effect, and shall remain operative and binding upon the parties for one year.

This Agreement shall be for a period of one year from January 1, 1976 to the date of execution to December 31, 1976 and shall continue thereafter from year to year unless reopened upon 60 days written notice again by one party to the other.

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


ATTEST:

  
\_\_\_\_\_  
Township Clerk

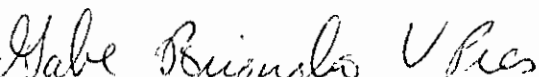
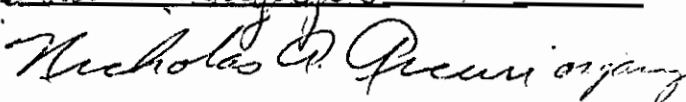
TOWNSHIP OF LYNDBURST

By   
\_\_\_\_\_  
Anthony Scardino Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Alfred Repnack  
Frank Lo Presti

LOCAL 84 TEAMSTERS

By   
\_\_\_\_\_  
Gabe Brignolo, Pres.  
  
Nicholas A. Piccini, organizing

ATTEST:

  
\_\_\_\_\_  
Patsy M... ..