

5/14/2020
EUB

AGREEMENT

BETWEEN

TOWNSHIP OF LYNDHURST

VALLEY BROOK AVENUE, LYNDHURST, NJ 07071
(ACTUAL LOCATION: CLEVELAND AVE. LYNDHURST, NJ)

PHONE: 201-804-2482 FAX: 201-939-6153

AND

TEAMSTERS LOCAL UNION NO. 560

Affiliated with the International Brotherhood of Teamsters

707 SUMMIT AVENUE, UNION CITY, NEW JERSEY 07087

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January 1, 2018 THROUGH DECEMBER 31, 2022

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LYNDHURST PARKS & PUBLIC PROPERTY DEPARTMENT

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TEAMSTERS LOCAL 560 AND TOWNSHIP OF LYNDHURST

This Agreement made by and between the Township of Lyndhurst, hereinafter referred to as the "EMPLOYER", and Local 560 Teamsters, representing employees of the Lyndhurst Parks Department and employees of the Public Works Department, hereinafter referred to as the "UNION".

WITNESSETH

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

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

ARTICLE 1. RECOGNITION

1. The Employer herewith recognize the Union as the sole and exclusive bargaining agent on behalf of its Parks and Public Property Department and its Public Works Department, Local 560 employees in the following positions: Foreman, Assistant Foreman Leadman, Senior Equipment Operator, Junior Equipment Operator, Mechanic, Custodian, Maintenance Senior and Maintenance (excluding from the bargaining unit all administrative personnel and all office clerical) with regard to wages, hours and all other terms and conditions of employment.

2. The Township herewith recognizes the right of the Union to designate two (2) Stewards and two (2) Alternate Stewards for enforcement of this Agreement. The Union shall furnish the Township with a written notification of the appointment of the Steward(s) and Alternate Steward(s), and shall notify the Township, in writing, of any change in Steward/Alternate Steward within fifteen (15) calendar days of such change.

3. The authority of the Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.
- c. Contract negotiations.

4. The shop steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Township property without loss of time or pay

during his or her regular working hours without interruption of the Employer's operation by calling group meetings; and, where mutually agreed to by the Local Union and the Employer off the property or other than during his or her regular schedule without loss of time or pay. Such time spent in handling grievances during the shop steward's or the alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the shop steward.

ARTICLE 2. UNION PAYROLL DUES COLLECTION

1. The Township agrees to deduct from the salaries of its employees dues for the Union as said employee individually and voluntarily authorizes the Township to deduct. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Union by the fifteenth (15th) day of each month following the monthly pay period in which deductions were made.

2. The Union named below shall certify to the Township, in writing, the current rate of its membership dues and shall give the Township written notification prior to the date of such change.

3. All dues and initiation fees deducted from the employees shall be paid to the Teamsters Local Union No. 560, at 707 Summit Avenue, Union City, NJ 07087.

4. The Township will notify the Secretary-Treasurer of the Union of all new employees; upon completion of their ninetieth (90th) calendar day probationary period, their address, birth date, classification, rate of pay and social security number; and, of all removals of employees from the Township payroll.

5. The Union will indemnify and hold the Township harmless from and against any and all claims, demands, charges, complaints or suits instituted against the Township which are based on or arise out of any action taken by the Township in accordance with or arising out of the forgoing provisions of Article 2. Both the Township and the Union will utilize due diligence in administering and reviewing, respectively, the dues deduction system. In the event that the Union discovers administrative errors in the Township's administration of the system, the Union will give the Township prompt and timely notice of the same, whereupon the Township will endeavor to make reasonable administrative corrections consistent with applicable State and Federal law. Respecting the Township's administration of the system, the Union expressly waives as the Township any and all claims, demands, suits or other forms of liability that may arise out of or by reason of good faith actions taken or not taken by the Township for purposes of complying with this Article.

ARTICLE 3. NON-DISCRIMINATION

Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex, religion, natural origin or sexual orientation.

ARTICLE 4. HOURS OF EMPLOYMENT AND STARTING TIME

1. The normal work week for employees shall consist of forty (40) hours per week, Monday through Friday, eight (8) hours a day. The work day will begin no earlier than 7:30 am and shall end no later than 4:00 pm with one-half (1/2) hour lunch period between the fourth (4th) and sixth (6th) hours of work and two (2) fifteen (15) minute breaks, which shall not be used at the beginning or end of the shift or to extend the lunch period or used in any combined manner.

2. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid at a minimum rate of time and one half (1 ½). All hours worked on Saturday shall be paid at the rate of time and one half (1-1/2). Sunday and Holidays shall be paid at the rate of double (2x) time.

3. Time cards will be punched in and out during working hours, including overtime and lunch period.

4. Work during meal period – Any employee who is ordered to work during any part of his/her assigned meal period shall be paid for the full meal period at the applicable overtime rate and shall further receive ten (10) minutes to eat lunch. Such ten (10) minutes being credited as time worked.

5. All employees shall receive two (2) wash up periods each day, without deduction in pay, one (1) ten (10) minute period before the lunch break and one (1) ten (10) minute period before quitting time.

6. Employees performing snow removal work for more than four (4) consecutive hours, outside of a scheduled eight (8) hour day, may take a rest period of one half (1/2) hour with pay after the fourth (4th) consecutive hour; in addition, in each four (4) hour period of snow removal work, a ten (10) minute coffee break may be taken.

7. All employment positions/employees in this bargaining unit shall work a forty (40) hour work week.

ARTICLE 5. HOLIDAYS

1. The Employer recognizes the following twelve (12) legal holidays:

New Year's Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

2. In the event that a Holiday designated above should fall on a Sunday, that designated Holiday shall be observed on the following Monday.

3. In the event that a designated holiday above shall fall on a Saturday, that designated Holiday shall be observed on the Friday before, except for New Year's Day, which will be observed on the following Monday.

ARTICLE 6. WAGES

1. All employees shall be paid wages pursuant to the attached salary guide, which shall be based on the following:

- (a) 0% increase for calendar year 2018.
- (b) All employees shall receive a \$1,000 payment retroactive to January 1, 2019.
- (c) All employees shall receive a 2.5% increase, retroactive to January 1, 2020.
- (d) All employees shall receive a 2.5% increase, effective January 1, 2021.
- (e) All employees shall receive a 2.5% increase, effective January 1, 2022.

2. Maintenance employees shall continue to start for the Township at \$20.96 per hour for the duration of this Agreement. Employees with a starting salary of \$20.96 per hour shall receive the annual contract raise to be effective January 1 of each year of the contract. An additional \$1.00 per hour will be added to the employee's salary, effective on the first (1st) day of the month immediately after the employee's work anniversary as defined herein.

3. Employees are required to be on standby for a period of one (1) week. Such employee shall be paid four hundred (\$400.00) dollars. Employees who are on standby will be paid time and one-half (1 ½) for hours actually worked. Employees shall receive double time for all hours worked on holidays and Sundays. The minimum call-out shall be one (1) hour. Employees required to be on standby during the week in which a holiday occurs shall receive an additional fifty (\$50.00) dollars.

4. All overtime shall be accounted for on an employee's payroll stub.

5. Out-of-Title pay. If a leadman assistant foreman is absent due to illness or injury but not vacation, the most-senior employee shall be paid the rate the absent leadman assistant foreman would have earned. The Superintendent shall not do bargaining work except in an emergency.

6. Subject to the approval of the Superintendent, an employee may give up his stand-by week to another employee regardless of the Seniority List. Said employee giving up stand-by shall not be called in for overtime for said week. The Superintendent shall post the stand-by schedule at the beginning of the year and any employee intending to change his week under this Paragraph must provide notice to the Superintendent no later than ten (10) calendar days after the stand-by list is posted.

7. An employee who is covering stand-by will be eligible for overtime. An employee on stand-by status will be entitled to work overtime in their own department only. If an occasion arises where an employee is working overtime in his department or working in an emergency situation and a stand-by call is necessary, the employee will break away from his overtime and immediately move on to his stand-by call, the foreman in charge of the overtime may call in another employee to complete the overtime project if necessary.

8. Overtime call in for shade, tree, sewer, water and street departments emergencies shall be by the respective individual department seniority list, with the department foreman being the first persons called in. Major snowstorms constitute total combined DPW and Water Department Seniority call in.

9. Any employee(s) performing a job out of his classification on a temporary basis, for a period of thirty (30) calendar days, shall be paid at the rate of pay the job commands after the first thirty (30) calendar days until he returns to his classification.

10. A CDL must be obtained, within one (1) year of hire, by any employee hired on or after January 1, 2020. All employees hired prior to January 1, 2020 shall obtain a CDL by December 31, 2020. Any employee who fails to obtain a CDL in accordance with the timelines set forth in this paragraph shall be subject to termination.

11. Each employee qualified to operate the bucket truck shall receive bucket truck hazard pay at \$2.00/hour for the entire shift where an employee is assigned to operate the bucket truck during such shift.

ARTICLE 7. SENORITY

It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, promotions, assignments of schedules, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employees to be affected.

1. An employee shall be deemed probationary for a six (6) month period of time prior to his/her regular appointment to a permanent position. This probationary which may be lengthened by an additional three (3) month period by the Commissioner, with written notice to the Union. Employees may be dismissed without recourse during the probationary period.
2. The seniority of an employee is defined as the length of service as a Township employee dating back to his/her date of hire. Employees transferred into this bargaining unit shall be placed at the end of the seniority list, but shall retain Township seniority for all other purposes.
3. In the event of layoffs and rehiring, the last person hired shall be the first person to be laid off, and the last person laid off shall be the first to be recalled, provided the person is able to do work in a satisfactory manner.
4. It is the policy of the Employer that, when there are promotions to a higher labor grade or transfers to another grade, the Township will make such promotions or transfers from its regular seniority list. Consideration for such promotions shall be based on seniority and ability to perform the job. If an employee so promoted or transferred is not deemed qualified after a ninety (90) day trial period, the Township may transfer him/her back to his/her former position.
5. Job Bids: All vacancies, promotions or new jobs shall be posted to be bid on by regular seniority employees. Bids must remain posted for no less than seven (7) calendar days. Bids will be accepted by seniority and the ability to perform the function.
6. Shop Steward: Steward will get super-seniority for purposes of layoff only. This does not prevent the Commissioner or designee from taking disciplinary action when appropriate irrespective of the employee serving as Shop Steward.

ARTICLE 8. LOSS OF SENIORITY

Seniority shall be lost by an employee for the following reasons:

1. Voluntary Quitting - Failure to report back to work no later than the beginning of the next work week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.
2. Discharge for just cause.
3. Failure to report for work within a seven (7) calendar day period when called back, (after a lay-off) after receipt of a telegram or by letter sent by certified mail, return receipt or by personal service unless such failure is mutually agreed between the Township and the Union to be excusable.

ARTICLE 9. LEAVE OF ABSENCE

The terms of the Lyndhurst Personnel Ordinance and its amendments are hereby incorporated and made part of this Agreement.

ARTICLE 10. VACATIONS

1. All employees shall receive vacations with pay as follows:

- Employed for more than 6 months but less than a year.....5 days
- Employed for more than 1 year but less than 5 years.....10 days
- Employed for more than 5 years but less than 11 years.....15 days
- Employed for more than 11 years but less than 12 years....16 days
- Employed for more than 12 years but less than 13 years.....17 days
- Employed for more than 13 years but less than 14 years....18 days
- Employed for more than 14 years but less than 15 years....19 days
- Employed for more than 15 years but less than 20 years....20 days
- Employed for more than 20 years but less than 25 years....25 days
- Employed for more than 25 years.....30 days

2. All employees hired on or after January 1, 2020 shall receive vacations with pay as follows:

- Employed for more than six (6) months but less than five (5) years...ten (10) days
- Employed for more than five (5) years but less than eleven (11) years...fifteen (15) days
- Employed for more than eleven (11) years but less than fifteen (15) years...seventeen (17) days.
- Employed for more than fifteen (15) years... twenty (20) days

3. Up to ten (10) of an employee's vacation days may be taken as single days.

ARTICLE 11. LONGEVITY

Each employee, except as noted below, shall be entitled to longevity payment in accordance with the following schedule:

One (1%) percent after four (4) years of service and an additional one quarter (¼%) percent thereafter for every year of service with no maximum. Longevity benefits shall be awarded to an employee on an anniversary date basis.

Any employee hired on or after January 1, 2020 will not be eligible for longevity.

ARTICLE 12. RECALL

1. Any recall pay shall be at a minimum guarantee of four (4) hours, at time and one-half (1½), if called back to work after the end of the work day. The Township retains the right to work ~~to work~~ ^{an} employee for the full recall period.

2. All hours "continuously" worked in excess of sixteen (16) hours shall be paid at the rate of double time and one half (2 1/2).

3. In the event of an emergency call back or scheduled overtime, employees have ten (10) minutes to return the call to the Superintendent or his designee with an answer as to whether they accept or reject the call back.

ARTICLE 13. SICK LEAVE

1. 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 the Lyndhurst Personnel Ordinance and its amendments pertaining to sick leave are hereby incorporated and made part of this Agreement.

2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

3. Employees who will be absent from work due to illness must call in by the commencement of the work day in order to receive sick leave benefits.

4. Sick days next preceding or next following a holiday must be substantiated by a doctor's certificate in order to receive sick leave benefits.

5. An employee absent on sick leave for more than three (3) days shall submit acceptable medical evidence substantiating the illness, if requested by the Township.

6. Annual Buy Back Plan: Twelve (12) allotted sick days each year may be bought out at the contract rate of pay for the corresponding year providing none of the twelve (12) days are used, also that a minimum of ten (10) days are banked for emergency purpose. The Buy Back program is at the sole discretion of the Township. The decision to buy back or not buy back is not grievable and arbitrable.

7. Up to three (3) days unused sick time can be purchased in cash at the commencement of the next fiscal year.

8. Upon the death of an employee, the employee's beneficiary will receive cash payment for all accrued vacation days and personal days and unused sick time.

ARTICLE 14. BEREAVEMENT LEAVE

The terms of the Lyndhurst Personnel Ordinance and its amendments are hereby incorporated and made part of this Agreement.

ARTICLE 15. MEDICAL COVERAGE

1. The Board of Commissioners reserves the right in its discretion to provide medical insurance to employees and their families under the terms and conditions as it determines is in the best interest of the Township. Any proposed change shall be discussed with Union prior to implementing same.
2. All employees and eligible retirees shall pay to the Township healthcare premium contributions, consistent with P.L. 2011, Chapter 78.
3. In the event that a bargaining unit member opts-out of the Township ^{is} provided health benefits, the Township agrees to pay up to twenty-five percent (25%) of the premium attributable to the to the employee's coverage, not to exceed five thousand dollars (\$5,000.00) annually if the employee has other insurance coverage from another source. The employee must provide annual proof of such other coverage. The employee may only opt-in to the Township's coverage under the following circumstances:
 - (a) Annual Township open enrollment period; or, ^{is}
 - (b) If the employee's other insurance coverage no longer exists (excluding COBRA), the employee, upon proof of a lack of coverage, may opt back into the Township's coverage; however, the employee will only be eligible for a pro-rata share of the opt-out payment. If said payment already made exceeds the pro-rata share, the employee shall repay the Township the difference within ninety (90) calendar days of his/her return to the Township's coverage.
4. Dental coverage to \$1500.00 annually.
5. The Employer shall also provide the same Prescription Plan for the employees and their families as is provided for other Township employees.
6. The Employer shall provide, through doctors listed in its Medical Plan, an eye examination and prescription eyeglasses shall be provided for employees, spouses and minor children to a maximum of \$150.00 each, every two (2) years and will also provide prescription safety glasses at no cost to the employee.
7. Eyewear Damage – Employees whose glasses are damaged or destroyed due to an on the job accident will be compensated upon proof of accident.
8. In the event that the Township upgrades its medical coverage plan for any Township employee, all negotiation unit employees shall be included in said new plan.
9. All the above benefits will begin after three (3) month's employment.
10. Upon retirement of employees who have worked at least twenty-five (25) years in the Township who have reached the age of fifty-five (55) or older at the time of their retirement, the employee and said employee's spouse will be entitled to receive medical benefits until such time as the employee and the employee's spouse become eligible for Social Security Benefits, provided that the spouse is not eligible to receive health benefits from any other source (i.e. employee's future employer, spouse's employer).

ARTICLE 16. GENERAL PROVISIONS

1. All employees shall receive the sum of \$850.00 each for the purpose of defraying the cost of their clothing, to be paid \$425.00 in October and \$425.00 in April. The Township reserves the right to designate a vendor. All employees shall then be required to purchase their clothing at said vendor.
2. The uniform shall be blue t-shirts, blue long sleeve shirts, blue sweatshirts, blue pants, blue jackets and metal tipped shoes. All jackets and shirts will be marked with the DPW or Parks and Recreation identification and the employee's name.
3. Gloves and rain gear shall be supplied by the Township.
4. Clothing damaged in the line of duty shall be replaced at the expense of the Township. Such damaged clothing shall be presented to the Superintendent.
5. Personnel arriving at work not wearing a full uniform shall be made to punch out and will not be allowed back to work unless wearing a full uniform.
6. Personal Days – Effective June 14, 2016, all new hires shall receive three (3) personal days, which may be used during that employee's first (1st) year of employment with the Township, consistent with the terms of this Agreement. Upon completion of the first (1st) full year of employment with the Township, all bargaining unit employees shall be entitled to six (6) personal days a year during the term of this Agreement, provided that no bargaining unit employee shall take a personal day before or the day after any vacation or any holiday as set forth in this Agreement and further provided that the employee shall give twenty-four (24) hours notice prior to taking a personal day.
7. Work Stoppages – It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage or work, boycott or picketing or willful interference with performance, transportation or distribution of work. In the event that any employee or employees violate the provisions of this Section, disciplinary action will be taken, which may include suspension or discharge.
8. All new vehicles to be equipped with air conditioning.
9. The employees shall not be responsible for picking up dead animals.
10. Leave time shall only be approved by the Commissioner or his/her designee, subject to the needs of the Department. The Department shall establish how many bargaining unit members can be off on any day for vacation, personal, compensatory time or other time off.

ARTICLE 17. EMPLOYER PREROGATIVES

1. Proposed new rules and regulations or modifications of existing rules and regulations governing working conditions shall, when practical, be announced in advance and discussed with the Union before they are established.

2. Nothing in this Agreement shall interfere with the right of the Township to operate in accordance with the applicable laws, rules and regulations.

a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel methods and means in the most appropriate and efficient manner possible.

b. Manage employees of the Township, to hire, promote, transfer, assign, or retain employees in positions within the Township and in that regard to establish reasonable work rules.

c. Suspend, demote, discharge, or take other appropriate disciplinary action against an employee for just cause or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive.

ARTICLE 18. GRIEVANCE PROCEDURE

A grievance is a claim made by an individual or the Union based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.

Step. 1 An employee and the Union shall present the grievance in written form to the Superintendent within ten (10) calendar days of its occurrence. The Superintendent shall attempt to address the matter. In the absence of adjustment, the Superintendent shall give a written response to the grievance no later than ten (10) calendar days after receipt of the grievance.

Step 2. If the grievance is not settled, the Union shall present the grievance in writing to the Commissioner within ten (10) calendar days of the decision of the Superintendent. The parties may agree to meet in an attempt to resolve the grievance. If the grievance is not resolved, then the Commissioner will respond in writing within ten (10) calendar days of the meeting or ten (10) calendar days within receipt of the grievance by the Commissioner, whichever is later.

Step 3. If the grievance is still not resolved, within twenty (20) calendar days of the applicable Commissioner's decision, the Union may file a demand for arbitration which shall be advisory. Requests for arbitration may only be made by the Union. The arbitration shall be submitted pursuant to the rules and regulations pursuant to the Public Employment Relations Commission. The cost of the arbitration shall be borne equally by both parties.

Failure by the applicable Superintendent or applicable Commissioner to answer a grievance within the time frames set forth above shall be deemed a denial of the grievance at the applicable Step. Failure by the employee or the Union to timely file the grievance or pursue it to the next step of the process shall be deemed an abandonment of the grievance. All of the above referenced timelines and/or deadlines referenced in this Article may be extended if mutually agreed upon in writing by the parties.

ARTICLE 19. TRAINING

The parties recognize that by combining two (2) separate departments it will be necessary to cross-train employees on the following lists of equipment. The equipment is as follows:

CROSS TRAINING EQUIPMENT

1. Roll Off
2. Bobcat
3. Sweepers
4. Aerial lift, Rolloff and Vactor Truck (specialized equipment Supt. Decision)
5. Backhoe Operation front/back
6. Pressure Truck & Sewer Call
7. Vactor Truck
8. Snow Plowing & Removal
9. Stump Removal
10. Toro Grounds Master
11. Asphalt Roller
12. Jack Hammer & Compressor
13. Infield Groomer
14. Wood chipper operation
15. Snow Plowing Maintenance & Operation
16. Class B Passenger Endorsement

The Superintendent shall determine each employee's initial qualifications on the above list of equipment. An employee who disputes the Superintendent's decision will be given the opportunity to meet and discuss his qualifications with the Superintendent and his shop steward. After such meeting, the decision of the Superintendent shall be final and not grievable. After the establishment of said list, the Township will begin the process of training employees. Training shall be offered for most-senior employees first. As employees qualify, the list of employee qualifications shall be updated. The Township shall post the training schedule for its employees to indicate their desire to train and those employees chosen shall be based upon seniority.

ARTICLE 20. SAFETY AND HEALTH

1. The Employer shall, at all times, ^{and} maintain working conditions, to insure maximum safety for all employees and shall provide employees with appropriate equipment.
2. Employees are required to use safety equipment distributed for jobs.
3. Two (2) man teams are required, for safety reasons, when applicable.
4. Prescription safety glasses and with eye examination shall be provided by the Township of Lyndhurst every two (2) years.

ARTICLE 21. AMENDMENT

This Agreement shall not be modified in whole or in any part by the parties except by an instrument in writing duly and mutually agreed to and executed by both parties any area or issue not covered by this shall be governed by the Lyndhurst Personnel Ordinance and its amendments.

ARTICLE 22. MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of applicable Federal Law shall be granted all rights and privileges therein provided.

ARTICLE 23. BULLETIN BOARD AND VISITATION

1. The Employer agrees to the posting within its business premises of notices of the Union meetings by the Shop Steward or Alternate at a place designated by the Employer, such notice to be subject to approval by the Employer.

2. The Union representative will be permitted to visit Union Stewards and members on Township premises for the purpose of discussing Union business.

3. All new and vacant positions shall be posted on the Union Bulletin Boards for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the head of the individual department in which such vacancies exist.

4. All items posted shall be on Union letterhead. There shall be no materials of a derogatory nature posted.

ARTICLE 24. OVERTIME

1.A.(1) Parks Department unit members' overtime work shall be equally distributed amongst said employees with a Rotation List, so long as the employee is qualified to perform that work. (see Article 19 herein).

(2) The Rotation List will be posted on the Union Bulletin Board, and will indicate whether an employee worked or refused to work overtime.

(3) When more than one (1) employee is working overtime on the same day, those employees may exchange their working hours by rotation of the list.

(4) Employees will be asked to cover the Bus Priority Line first, if they refuse, they are then skipped until everyone else on the Rotation List is asked.

(5) If an employee works out of his/her turn due to an emergency call in, that overtime work shall count in the overtime rotation.

(6) An employee on the job is the first (1st) to stay on overtime to finish the job.

(a) If the job takes three (3) hours or more, he/she will lose his/her turn on the Rotation List.

(b) If the job takes less than three (3) hours, he/she does NOT lose his/her turn on the Rotation List.

1.B. DPW unit members' overtime work shall be assigned by seniority in each of the DPW Departments (Water and Maintenance), so long as the employee is qualified to perform the work (see Article 19 herein).

2. When the Lyndhurst Police Department deems a severe weather condition to be occurring or having occurred, where snow and/or ice removal is necessary, the Lyndhurst Police Department will call and notify the Lyndhurst Parks and Public Property Superintendent or his/her designee, of the conditions. The Superintendent or designee will have complete discretion to call or not call appropriate personnel to respond to the severe weather conditions.

3. Overtime pay will be paid in the pay period after the overtime was worked.

4. All Township sports activities and facilities when lighting and set up is required and is sponsored by Lyndhurst Parks Department shall be maintained by Parks Department employees, when applicable, such as:

- Jr. Football Games
- Little League Baseball Games
- Soccer
- Street Hockey
- Tee Ball
- Girls Softball, etc.

This shall only occur if the applicable Commissioner or his/her designee determines the need for bargaining unit members to provide said service.

5. Bus Trips – All trips will be equally distributed on a Rotating List, such as: all Parks Department sponsored activities and to be performed by Parks Department employees. Bus must be cleaned after each trip by the driver.

6. While the senior citizens mini bus is not recognized as Teamsters Local 560 work, the mini bus shall be driven by Local 560 members when no part-time non-union part timers are available.

7. A bargaining unit employee will not be entitled to overtime unless he/she actually works an eight (8) hour day. However, an employee may utilize up to four (4) hours of available personal leave to attain the eight (8) hour day.

8. A bargaining unit employee (irrespective of Department) will be “skipped” for overtime if the employee is out on paid leave as marked by one (1) of the following:

Refusal	Letter - R
Sick	Letter - S
Personal reasons	Letter - P
Vacation	Letter - V

Such employee will remain eligible for overtime upon return from such leave.

9. No bargaining unit employee (irrespective of Department) out on a sick or vacation day will be called in for overtime until they have punched in the next working day. If an employee (irrespective of Department) is out on a sick or vacation day on a Friday, the employee will not be eligible for overtime until Monday or his/her next regularly scheduled working day. Employees (irrespective of Department) taking one (1) personal day only will be eligible for overtime after 4:00 pm on that day. If an employee works part of Friday (and uses paid personal time off only for the balance of the day), the employee will not be disqualified from overtime eligibility.

10. After every employee is asked to work overtime and the job still has to be covered, employees at home may be called and given the opportunity to cover the work.

ARTICLE 25. DEATH OF AN EMPLOYEE

Upon the death of an employee the employee's beneficiary shall receive cash payment for all accrued vacation, personal and sick time. The year's leave in the year in which the employee dies will be pro-rated for each category of leave based on the months of service less all leave in each category used to determine that amount of leave to be paid to the employee's beneficiary in addition to any accumulated leave.

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

THE TOWNSHIP OF LYNDBURST

FOR TEAMSTERS LOCAL UNION 560

Robert J. Quinn
Name

[Signature]
Name

Commissioner
Title

TPW/BA 560
Title

5/21/20
Date

5/21/20
Date

Thomas Tinaggio
Name

[Signature]
Name

COMMISSIONER
Title

SHOP STEWART D.P.W.
Title

5/21/20
Date

5/21/20
Date

DATE

[Signature]
DATE

Shop Stewart Parks 5/21/20

Position	Hourly Rate (Salary) Jan. 1, 2020-Dec. 31, 2020 2.5% increase	Hourly Rate (Salary) Jan. 1, 2021-Dec. 31, 2021 2.5% increase	Hourly Rate (Salary) Jan. 1, 2022-Dec. 31, 2022 2.5% increase
Foreman	\$42.81	\$43.88	\$44.98
Assistant Foreman	\$37.79	\$38.74	\$39.71
Senior Equipment Operator	\$38.66	\$39.63	\$40.62
Junior Equipment Operator	\$33.20	\$34.03	\$34.88
Maintenance Senior	\$32.47	\$33.29	\$34.12
Maintenance- (beyond Hire Rate on or after July 1, 2016)*	2.5% on Jan. 1, plus \$1.00/hr beginning in first (1 st) month immediately after employee's anniversary date	2.5% on Jan. 1, plus \$1.00/hr beginning in first (1 st) month immediately after employee's anniversary date	2.5% on Jan. 1, plus \$1.00/hr beginning in first (1 st) month immediately after employee's anniversary date
Maintenance Hire Rate	*\$20.96	*\$20.96	*\$20.96

*The \$1.00/hour increase shall cease upon the employee's completion of his/her sixth (6th) full year of employment with the DPW and/or Parks and Public Property Department.

ORDINANCE NO. 3049-20

AN ORDINANCE MADE PURSUANT TO CHAPTER V (PERSONNEL) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF LYNDHURST TO ESTABLISH SALARIES FOR CERTAIN EMPLOYEES INCLUDING THOSE IN THE TOWNSHIP OF LYNDHURST DEPARTMENT OF PUBLIC WORKS AND THE DEPARTMENT OF RECREATION AND PARKS.

WHEREAS, Chapter 5.8 of the Revised General Ordinances of the Township of Lyndhurst requires that the Board of Commissioners determine the salary of various Township of Lyndhurst employees through the adoption of a salary ordinance, including Ordinance 2933-16 adopted by the Board of Commissioners on June 14, 2016; and

WHEREAS, pursuant to Chapter 5.8 a. of the RGO the Board of Commissioners hereby implement the salaries and other pertinent terms and conditions of the agreement between the Township of Lyndhurst and the Public Works and Parks Collective Bargaining Unit (Local 560), covering the period of January 1, 2018 through December 31, 2022, said agreement being executed on May 21, 2020 by the parties thereto; and

NOW, THEREFORE, BE IT ORDAINED BY The Township of Lyndhurst Board of Commissioners that the following shall constitute the salaries (stated in hourly pay rates at forty (40) hours weekly to be worked by each employee designated in their respective position of employment) of the employees of the Department of Public Works and Department of Recreation and Parks covered by this ordinance and, if applicable, the aforesaid Agreement:

Section 1.

A. Salary Guide. The following are the schedule of salaries and wages (compensation) to be aid to the covered employees retroactive to July 1, 2015 which said retroactive pay shall be paid only to those members of the collective bargaining unit, or those employees holding the below indicated positions, who were on the Township's payroll as of the date of adoption of this ordinance.

Position/Job Title	Hourly Rate (Salary) January 1, 2020 through December 31, 2020	Hourly Rate January 1, 2021 through December 31, 2021	Hourly Rate January 1, 2022 through December 31, 2022
Foreman	\$42.81	\$43.88	\$44.98
Assistant Foreman	\$37.79	\$38.74	\$39.71
Senior Equipment Operator	\$38.66	\$39.63	\$40.62
Junior Equip. Operator	\$33.20	\$34.03	\$34.88
Maintenance-Senior	\$32.47	\$33.29	\$34.12
Maintenance-After Hire Rate	2.5%, plus \$1.00/hr annually in first month after employee's 1 year anniversary hire date	2.5%, plus \$1.00/hr annually in first month after employee's 1 year anniversary hire date	2.5%, plus \$1.00/hr annually in first month after employee's 1 year anniversary hire date
Maintenance-Hire Rate	\$20.96	\$20.96	\$20.96

Note: No increase shall be provided for 2018. In 2019 all employees shall receive a \$1,000 payment.

Section 2.

Medical Insurance Waiver. The members of the Lyndhurst Police Department receive \$5,000 annually if they opt out of Township paid health benefits. The employees of the DPW and Parks Department hereby receive the same annual amount of \$5,000. Therefore, all employees shall receive the amount of \$5,000 when they opt out of Township paid health benefits.

BE IT FURTHER ORDAINED THAT all other terms and conditions of employment, as provided for (and stipulated in) the aforesaid collective bargaining Agreement are hereby authorized to be implemented and shall be paid by the Lyndhurst Finance Department. The respective department Commissioners, individually or together, are authorized to execute a collective bargaining Agreement with Local 560.

Adopted: September 8, 2020