

**AGREEMENT**  
**LINDEN SUPERVISORS' ASSOCIATION**  
**AND**  
**CITY OF LINDEN**

**JANUARY 1, 1993 TO DECEMBER 31, 1994**

## INDEX

<b>PREAMBLE</b>		<b>1</b>
<b>ARTICLE I</b>		
<b>RECOGNITION AND AREA OF BARGAINING AND MEMBERSHIP</b>		<b>1</b>
Section 1.	Recognition	1
Section 2.	Scope of Bargaining Unit	1
Section 3.	Membership	1-2
Section 4.	Meetings	2
Section 5.	Dues Check-off	2
<b>ARTICLE II, OFFICERS OF L.S.A. - RIGHTS AND DUTIES</b>		<b>3</b>
<b>ARTICLE III, SICK LEAVE AND LEAVE</b>		<b>3</b>
Section 1.	Definition	3
Section 2.	Days	3-4
Section 3.	Uses	4
Section 4.	Leave of Absence As A Result of Injury In The Line Of Duty	4
Section 5.	Death In Immediate Family	4-5
Section 6.	Granting Accumulated Sick Leave on Death or Retirement	5
Section 7.	Sell Back Sick Leave	5-6
<b>ARTICLE IV, SICK BANK</b>		<b>6</b>
Section 1.	Administration	6
Section 2.	Membership	6
Section 3.	Coverage	7
Section 4.	Sick Bank Committee	7
Section 5.	Limitations	7-8
<b>ARTICLE V, WAGES</b>		<b>8</b>
Section 1.	Wages	8
Section 2.	Increments	8
Section 3.	Minimum and Maximum Wages	8
Section 4.	Death of Employee	8
Section 5.		9
<b>ARTICLE VI, NORMAL WORKDAY, WORK WEEK AND OVERTIME</b>		<b>9</b>
Section 1.	Workday and Work Week	9
Section 2.	Overtime	9-10
Section 3.	Compensatory Overtime	10

<b>ARTICLE VII, HOLIDAYS</b>		10-11
<b>ARTICLE VIII, VACATION</b>		11
Section 1.	Vacation Entitlement	11
Section 2.	Granting of Vacation	11
<b>ARTICLE IX, EMPLOYEE VACANCIES</b>		11
Section 1.	Notification	11-12
Section 2.	Eligibility	12
<b>ARTICLE X, IDENTIFICATION</b>		12
<b>ARTICLE XI, RECOGNITION OF SERVICE</b>		12
Section 1.	Recognition of Service	12
Section 2.	Retirement	12
<b>ARTICLE XII, CLOTHING &amp; MAINTENANCE</b>		13
Section 1.	Entitlement	13
<b>ARTICLE XIII, EDUCATION</b>		13
Section 1.	Entitlement	13
Section 2.	Approval	13
Section 3.	Reimbursement	13
<b>ARTICLE XIV, LONGEVITY</b>		14
Section 1.	Entitlement	14
Section 2.	New Members	14
<b>ARTICLE XV, INSURANCE</b>		15
Section 1.	Health Insurance	15
Section 2.	Life Insurance	15
Section 3.	Worker's Compensation Insurance	15
Section 4.	Automobile Liability Insurance	15

<b>ARTICLE XVI, LEGAL AID</b>	<b>16</b>
Section 1.    Entitlement	16
Section 2.    Reinstatement	16
Section 3.    Legal Representation	16
Section 4.    Payment of Fees	16
<b>ARTICLE XVII, PERSONAL DAYS</b>	<b>16-17</b>
<b>ARTICLE XVIII, PRIOR PRACTICES</b>	<b>17</b>
<b>ARTICLE XIX, MANAGEMENT RIGHTS</b>	<b>17</b>
<b>ARTICLE XX, DURATION</b>	<b>18</b>
<b>ARTICLE XXI, GRIEVANCE AND ARBITRATION PROCEDURE</b>	<b>19-20</b>
<b>ARTICLE XXII MEMBERSHIP - MINIMUM &amp; MAXIMUM SALARY</b>	<b>21</b>
<b>ARTICLE XXIII, SALARY SCHEDULE</b>	<b>22</b>
<b>ARTICLE XXIV, GRIEVANCE COMMITTEE</b>	<b>23</b>

**AGREEMENT**

**BETWEEN THE CITY OF LINDEN AND LINDEN SUPERVISORS' ASSOCIATION**

**PREAMBLE**

This Agreement, effective January 1, 1993, and terminating December 31, 1994, between the City of Linden, New Jersey, hereafter referred to as the "City", and the Linden Supervisors' Association, hereafter referred to as the "L.S.A." constitutes the entire agreement between the parties, and no verbal statement by either party shall supersede any of its provisions.

Whereas, the City and the L.S.A. have resolved their differences, through collective negotiations, in order that more efficient and progressive public service may be rendered, the City and the L.S.A. agree as follows:

**ARTICLE I**

**RECOGNITION AND AREA OF BARGAINING AND MEMBERSHIP**

**Section 1. Recognition**

The City hereby recognizes the L.S.A. as the sole and exclusive bargaining agent for all Supervisory Personnel employed by the City, in the areas of pay, wages, hours of work, benefits and other terms and conditions of employment.

**Section 2. Scope of Bargaining Unit**

This Agreement covers all employees in permanent full time supervisory positions employed by the City.

**Section 3. Membership**

The L.S.A. shall annex to this Agreement a complete list of all employees who

are members in good standing as of the date of this Agreement, and shall continue for the duration of this Agreement. Employees who in the future elect to join the L.S.A. shall continue in good standing for the duration of this Agreement. The City shall be notified within sixty (60) days of new members of the L.S.A.

**Section 4. Meetings**

A maximum of four (4) membership meetings per year may be held on City time, but, in no event shall they commence earlier than 4:00 P.M. of any work day.

Employees who are members of the Association may attend such meeting without loss of pay, but, shall not receive pay beyond the end of their normal workday.

**Section 5. Dues Check-off**

a. The City agrees to deduct dues from each bonafide member of the Association from the first, eighth, fourteenth and twenty-first pay periods in equal dollar amounts. Deducted dues shall be transmitted with a list of Association members to the official address of the Association, or upon written authorization from the Association, to its President or Treasurer within fifteen (15) calendar days of the deduction.

b. The Association agrees to furnish the City written authorization from each employee member to effect such dues deduction in a specific dollar amount.

c. The City agrees to deduct 85% of established Association membership dues from all qualified non-Association member employees as provided for under State Statute and will transmit said dues deduction in accordance with Paragraph a, hereinabove.

d. The Association agrees to indemnify and hold the City harmless from and against any and all claims, legal suits or liability of any kind whatsoever arising from the deduction of Association dues as set forth above.

**ARTICLE II**  
**OFFICERS OF L.S.A. - RIGHTS AND DUTIES**

**Section 1.**

The Bargaining committee shall consist of no more than four (4) members in good standing as selected by the L.S.A. membership. These members shall be granted leave from their duties with the City with full pay for all meetings between the City and the L.S.A., when such meetings take place during such time that these individuals are scheduled to work.

**Section 2.**

The President, Vice-President, Secretary, and Treasurer shall be granted leave from their duties with full pay to perform the duties of their respective office, provided prior approval is granted by the employee's Department Head, and such time off the job does not interfere with City business.

**ARTICLE III**  
**SICK LEAVE AND LEAVE**

**Section 1. Definition**

Sick leave shall mean paid leave that will be granted to employees who through sickness or injury become incapacitated to a degree that makes it impossible for them to perform the duties of their position, or who are quarantined by a physician because they have been exposed to a contagious disease.

**Section 2. Days**

Fifteen (15) days per year sick leave shall be granted at the beginning of each

calendar year. Sick leave may be accumulated from year to year.

**Section 3. Uses**

a. Accumulated sick leave shall be used by an employee for personal illness, quarantine restrictions, or disabling injuries.

b. Additionally, accumulated earned sick leave, in accordance with N.J. Department of Personnel regulations, may be used to attend a member of the employee's immediate family living under the same roof as the employee, who through illness or injury requires such attendance. Evidence of need of the employee attendance to such family member for any period of time will be furnished to the City in writing by a medical doctor.

c. If additional earned sick leave is required to attend an ill or injured relative living under an employee's roof, a written request may be made accordingly to the City Council through the employee's Department Head.

d. Immediate family referred to in paragraph "b" hereinabove shall be defined as: employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

**Section 4. Leave of Absence As A Result of Injury In the Line of Duty**

When a member of the L.S.A. is injured on the job, the Council shall grant the employee sick leave without the said employee being charged for sick leave for the time lost to such injury, pending medical proof from a licensed physician.

**Section 5. Death In Immediate Family**

a. A maximum of three (3) working days with pay will be granted an employee in the event of death in his or her immediate family.

b. All employees on funeral leave shall be required to return to work the next



working day following the funeral, unless such leave is extended by the employee's Department Head and confirmed by the Department Councilmanic Committee.

c. The term immediate family shall mean spouse, child, parent brother or sister, the child, the parent, brother or sister of spouse, brother-in-law and sister-in-law, grandparents and grandchildren of employee and spouse and relative under the same roof. Upon request, written proof shall be submitted that a relative was living under the same roof.

d. In the event of death of an aunt or uncle, they shall be given a day off with pay on the day of the funeral if he or she attends the funeral. Upon request, written proof of relationship shall be submitted to Council.

e. In the event of the death of a fellow member of the L.S.A. and officer of the L.S.A. shall be given time off with pay to attend the funeral.

#### **Section 6. Granting Accumulated Sick Leave on Death or Retirement**

a. Each employee upon retirement will be granted one (1) day of base pay for every three (3) days of earned a sick leave for the first two hundred one (201) days of earned sick leave and one (1) day base pay for each two (2) days of earned sick leave over and above two hundred one (201) days to a maximum payment of sixteen thousand dollars (\$16,000.).

b. If an employee dies while employed by the City, the employee's beneficiary will receive any earned sick leave pay reimbursement.

c. Any employee leaving the employee of the City prior to retirement, or any employee terminated by the City for reasons other than layoff, will not be entitled to accumulated sick leave pay reimbursement.

#### **Section 7. Sell Back Sick Leave**

a. An employee who accumulates ninety (90) days earned sick leave has the

option to sell back sick leave days during the period of January 1, through January 15 of the succeeding year according to the following schedule:

<u>Sick Days Taken</u>	<u>Bank</u>	<u>Cash</u>
0	10 days	5 days
1	10 days	4 days
2	10 days	3 days

Sick leave shall be sold back at the employee's prevailing salary at the time.

#### ARTICLE IV

#### SICK BANK

##### Section 1. Administration

The City will administer the sick leave bank in accordance with Sick Bank rules & regulations, keep all records and publish an annual report to the L.S.A.

##### Section 2: Membership

The sick bank is open only to members of the L.S.A. bargaining unit. Anyone in the bargaining unit may voluntarily join the sick leave bank by contributing two (2) accumulated sick days to the bank during the initial open enrollment period. A member may withdraw at any time, however, he/she may not withdraw donated sick days. Membership in the bank is automatic from year to year, unless a formal withdrawal is submitted to the Sick Bank Committee by the last day of work in a given year.

When the number of sick days falls below twenty five (25) days, an open enrollment period will be held. To join, or to remain in the sick bank, a contribution of two (2) accumulated sick days shall be required. Participation in the sick bank would not preclude employee from being eligible for annual buy back of sick time.

### **Section 3. Coverage**

Sick bank days may be used for extended or catastrophic illness or accidents only after an individual has used his/her accumulated sick days, vacation days, and personal days. A child bearing leave is specifically excluded from coverage by the sick leave bank. Normal maternity related absences will only be covered for the period of disability.

### **Section 4. Sick Bank Committee**

The President and Vice President of the L.S.A. shall be members of the Sick Bank Committee along with a member appointed by the President of the L.S.A. They shall decide on all applications to the sick leave bank. If an application is denied, the applicant may request a hearing of the full Joint Sick Leave Bank Committee. This Committee shall be comprised of the above members, and in addition, two (2) additional members of the L.S.A. selected by a vote of the L.S.A. membership. This full Committee decision will be subject to approval by City Council.

### **Section 5. Limitations**

A member who uses sick leave bank days does not have to replace them; however, he/she may not withdraw from the sick leave bank until he/she replaces those days. All requests for sick days to be drawn from sick bank must include a specific number of days which must be verified by a doctor's written certificate.

A maximum of fifteen (15) days may be withdrawn by a first year employee; thirty (30) days by a second year employee; forty five (45) days by a third year employee; and an employee with more than three (3) years service may withdraw a maximum of one hundred twenty (120) days in the given work year. A work year begins January 1 thru December 31.

Sick bank days cannot be extended from one work year to another. Beginning

the next year, an employee who is unable to return to work must use his/her accumulated sick days, vacation days, and personal days before re-applying for sick bank days.

## **ARTICLE V**

### **WAGES**

#### **Section 1. Wages**

a. Effective January 1, 1993, all covered employees shall received a five (5%) percent increase in base salary. Effective January 1, 1994, all covered employees shall received a four and one half (4.5%) percent increase in base salary.

b. Article XXIII is a schedule of the base salaries of all covered employees for the years 1993 and 1994.

#### **Section 2. Increments**

All covered employees who have not attained their maximum salary shall receive an annual \$1,250.00 annual increment until their maximum salary is reached.

#### **Section 3. Minimum and Maximum Wages**

Minimum and maximum wages shall have at least an \$1,800.00 range and shall be as outlined in Article XXII.

#### **Section 4. Death of Employee**

In the event of the death of any member, payment of salary shall be made up to and including the day of death, together with any accumulated time which the employee may be entitled to for services rendered to the City, including accumulated sick leave pay reimbursement, vacation benefits and personal days.

**Section 5.**

Subsequent to a review by City Council of the starting rates to all Job Classifications covered by this Agreement, the City will prepare a salary schedule to become a part hereof, designated Schedule "A" at rates of pay no less than those agreed to by the City and the Association.

**ARTICLE VI**

**NORMAL WORKDAY, WORK WEEK AND OVERTIME**

**Section 1. Workday and Work Week**

All L.S.A. members shall work a normal workday and work week, Monday through Friday, with changes subject to the approval of their Department Head.

**Section 2. Overtime**

All overtime shall be paid when an L.S.A. member works in excess of his or her normal working day.

Overtime shall be paid at the rate of time and one-half (1½) their hourly base rate; longevity pay shall be included in the base rate of pay. Overtime on Saturdays shall be paid at the rate of time and one-half (1½) their hourly rate of pay. Double time shall be granted for Sunday, holidays and days normally off (ie. - vacation day or personal day).

In the event any member of the L.S.A. must work during the time he is normally off, he will be paid at the minimum of two (2) hours overtime pay.

Also it is agreed to pay any member that works overtime in excess of ten (10) hours a meal allowance of \$5.00 and an additional meal allowance of \$5.00 for each subsequent four (4) hours of overtime work.

All overtime worked by an employee shall be approved prior to being performed by the employee's Department Head or the employee's Department Head designee. Earned overtime will be paid on the payday following the pay period in which the overtime work was performed.

**Section 3. Compensatory Overtime:**

At the option of the employee, compensatory time may be taken and accumulated at time and one-half (1½) or double time as outlined in Section 2. above, up to a maximum of two weeks accumulation per year. Compensatory time must be taken in the year accumulated. A special exception will permit compensatory time be carried over into the first three months of the following year, subject to the approval of their Department Head and Council. Under no conditions will compensatory time be bought back by the City.

**ARTICLE VII**

**HOLIDAYS**

The following holidays are to be paid for at the pay rate for an employee's normal working day:

- |                               |                     |
|-------------------------------|---------------------|
| New Year's Day                | Labor Day           |
| Martin Luther King's Birthday | Columbus Day        |
| Lincoln's Birthday            | Veteran's Day       |
| Washington's Birthday         | Election Day        |
| Good Friday                   | Thanksgiving Day    |
| Memorial Day                  | Christmas Day       |
| July 4th                      | Employee's Birthday |

If December 24th and 31st fall on a weekday and the City has proclaimed these days off-holidays, employees shall work a half-day as scheduled by their Department Head within thirty (30) days.

The day after Thanksgiving shall be considered a skeleton day and employees shall receive a day off as scheduled by their Department Head.

In the event a paid holiday falls on Saturday and all regular City employees are scheduled to work the preceding Friday, employees covered by this Agreement shall receive a paid day off of their choice in lieu of said holiday. Said paid day off shall be granted within 90 days of such holiday date, subject to final approval of the appropriate Department Head.

## **ARTICLE VIII**

### **VACATION**

#### **Section 1. Vacation Entitlement Shall be Based Upon the Following Schedule:**

<b><u>Period of Employment</u></b>	<b><u>Vacation</u></b>
0 - 1 year service	One Day per month
1 thru 5 years service	12 working days
6 thru 10 years service	15 working days
11 thru 15 years service	20 working days
16 thru 20 years service	22 working days
21 thru 24 years service	25 working days
25 years service and over	30 working days

#### **Section 2. Granting of Vacation**

Vacation may be taken any time during the year upon approval of the Department Head. All vacation time shall be due at the beginning of each calendar year.

## **ARTICLE IX**

### **EMPLOYEE VACANCIES**

#### **Section 1. Notification:**

The President of the L.S.A. shall be notified within a reasonable period of time

prior to posting, when a vacancy exists in a supervisory position.

**Section 2. Eligibility:**

Any qualified member of the L.S.A. is eligible to apply for any vacancy within the City of Linden.

**ARTICLE X**  
**IDENTIFICATION**

**Section 1.**

All members shall be entitled to proper identification including color photo on I.D. card, with case, to include police size badges for Assistant Department Heads.

**ARTICLE XI**  
**RECOGNITION OF SERVICE**

**Section 1. Recognition of Service:**

The City Council shall make appropriate recognition of service to any member who has completed twenty-five (25) and thirty (30) years of service. City Council should be notified thirty (30) days prior to completion of said service.

**Section 2. Retirement:**

The City Council shall make appropriate recognition for any L.S.A. member who retires from the City.



**ARTICLE XII**  
**CLOTHING & MAINTENANCE**

**Section 1. Entitlement:**

If determined to be necessary by the individual Department Head, reasonable protective work clothing will be provided to the affected employee.

**ARTICLE XIII**  
**EDUCATION**

**Section 1. Entitlement:**

All members are entitled to \$500.00 per annum for job related educational expenses.

**Section 2. Approval:**

All employees must have any course of study approved in advance by the City Council, subsequent to a favorable recommendation from the employee's Department Head.

**Section 3. Reimbursement:**

Upon satisfactory completion of a course approved by City Council, reimbursement shall be made each member for all related expenses incurred, including tuition, books and other fees the institution being attended may charge, not exceeding \$500.00.

**ARTICLE XIV**

**LONGEVITY**

**Section 1. Entitlement:**

All members of the L.S.A. shall be entitled to and paid longevity pay as set forth in the following schedule:

More than 5 years, but less than 10 years - 2% of his salary  
More than 10 years, but less than 15 years - 4% of his salary  
More than 15 years, but less than 20 years - 6% of his salary  
More than 20 years, but less than 25 years - 8% of his salary  
More than 25 years - 10% of his salary  
Not to exceed a maximum of \$1,200.00.

Longevity for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st.

The longevity shall be calculated based on salary as of December 31st of the preceding years.

Longevity pay shall be considered as part of base wages for the purpose of computing holiday pay, vacation pay, sick pay and retirement pay.

**Section 2. New Members:**

Longevity pay shall not be fixed, granted and determined for new members of the L.S.A. employed by the City of Linden, if such employee was hired after January 1, 1975 (ord. 1-21-75).

**ARTICLE XV**  
**INSURANCE**

**Section 1. Health Insurance:**

All employees and their eligible dependents shall be entitled to the following health insurance:

- a. New Jersey State Health Benefits; hospital coverage, medical, surgical and Major Medical.
- b. Family Dental Plan
- c. Vision Plan
- d. Medical Prescription Plan (co-pay \$3.50 Generic, \$5.00 Name Brand)

The entire cost of the premium to the foregoing health insurance plans will be borne by the City. Any proposed changes in the aforementioned plans shall be discussed with the L.S.A. prior to being implemented by the City.

**Section 2. Life Insurance:**

The City shall assume the full cost of life insurance for each member of the L.S.A. equal to at least his base annual salary, with limitation of \$15,000.

**Section 3. Worker's Compensation Insurance:**

The City shall maintain in full force and effect Worker's Compensation Insurance for all members of the L.S.A. Employees shall return to the City all temporary disability benefits which the said employees received for that period of time that the employee was receiving full pay from the City.

**Section 4. Automobile Liability Insurance:**

The City shall provide adequate liability insurance for all city vehicles used by members of the L.S.A., and shall be kept in effect at all times while on city business.

## **ARTICLE XVI**

### **LEGAL AID**

#### **Section 1. Entitlement:**

Every member of the L.S.A. shall be entitled to legal aid when they would be involved in any civil matter while in their official position with the City.

#### **Section 2. Reinstatement:**

If any member of the L.S.A. is suspended from his duties due to legal action against him, he shall be reinstated with full pay and benefits when he is found innocent.

#### **Section 3. Legal Representation:**

Adequate legal representation shall be provided by an attorney who has considerable expertise in the particular legal matter the L.S.A. member is involved in. Counsel, and the cost thereof, must be approved in advance by the City Council.

#### **Section 4. Payment of Fees:**

All legal fees shall be paid by the City when an L.S.A. member is reinstated to his position, and/or found innocent of any charges.

## **ARTICLE XVII**

### **PERSONAL DAYS**

#### **Section 1.**

- a. Each employee shall be entitled to three (3) noncumulative personal days off annually, and will be paid one (1) day's base rate of pay for each day off.
- b. Requests for personal days off must be made and approved by the

Department Head no less than two (2) working days in advance except in the event of emergency.

**ARTICLE XVIII**  
**PRIOR PRACTICES**

All other rights, benefits and privileges enjoyed by employees which are not specifically provided for or abridged in this Agreement, are hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on the employees by laws of the United States, laws of New Jersey, New Jersey Department of Personnel Laws or City Ordinances of Linden.

**ARTICLE XIX**  
**MANAGEMENT RIGHTS**

"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 City, among but not limited to: the right to direct and operate all departments of the City, the right to modify, expand or curtail services, the right to establish job classification descriptions subject to New Jersey Department of Personnel approval, the right to decide the hours of work, staffing and scheduling needs, the right to determine the methods, processes and means of operation, including the right to change or introduce processes and methods for the purpose of securing more efficient and economical operation of City government, the right to establish, relocate or terminate

any branch or agency of the City, the right to recruit, interview, appoint, assign and train employees, the right to supervise and direct employees in the discharge of their duties, the right to schedule, transfer, promote or demote employees for just cause, the right to implement disciplinary action, including reprimand, suspension, dismissal and other appropriate measures for just cause; and the right to determine, issue and enforce such rules and regulations that are deemed necessary for the most efficient, safe and effective functioning of the City and its employees."

"Nothing herein stated shall be deemed to contradict the terms and conditions of the within Agreement nor to infringe upon an employee's right to present a grievance involving the interpretation or application of the within Agreement."

## **ARTICLE XX**

### **DURATION**

The duration of this Agreement shall extend through December 31, 1994. Either party wishing to amend, terminate or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of notification by either party, a conference shall be held between the City and the L.S.A. for the purpose of such agreement, modification or termination.

In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before aforementioned sixty (60) days prior to expiration of this Agreement, the duration of this Agreement shall continue for one (1) additional year.

## ARTICLE XXI

### 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.

**STEP 1.** An aggrieved employee and the Grievance Committee shall present her or his grievance to their Department Head within twenty (20) working days of its occurrence or such grievance shall be deemed waived. In the event that the grievance is not satisfactorily settled within five (5) working days of its presentation, the grievance shall be forwarded to:

**STEP 2.** The L.S.A. Grievance Committee, the affected Department Head and the Department Councilmanic Committee shall meet to resolve the grievance within five (5) working days of the completion of Step 1. In the event that the grievance is not settled within five (5) working days of this meeting, the grievance shall be forwarded to:

**STEP 3.** The L.S.A. Grievance Committee shall meet with the City's Councilmanic Personnel Committee to discuss the grievance within ten (10) working days of the completion of Step 2. In the event that the grievance is not settled within ten (10) working days of this meeting, the grievance shall be forwarded to:

**STEP 4.** The L.S.A. Grievance Committee shall meet with the Mayor, City Council and City Labor Negotiator to discuss the grievance within ten

(10) working days of the completion of Step 3. The City shall notify the L.S.A. in writing of its disposition of the grievance within ten (10) working days of this meeting.

**STEP 5.** In the event the grievance is not resolved in Step 4, it may be submitted to arbitration by either party upon notice to the other. Submission must be made within ten (10) working days of the completion of Step 4 to the New Jersey State Board of Mediation. The Board shall submit a panel to parties for the selection of an arbitrator according to its rules.

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 intended that all differences between the City and the L.S.A. shall be settled through the grievance and arbitration procedure of this Agreement. Therefore, the City agrees that it shall not lock out its employees and the L.S.A. agrees that it shall not sanction a strike during the life of this Agreement.

3. It is agreed that no arbitrator may in any way change, modify, and to, or delete any provision of this Agreement or any signed supplemental Agreement.

b. If at any time the aggrieved party appeals his grievance before the New Jersey Department of Personnel then, from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust such grievance.

c. If, in any foregoing steps, either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration.



**ARTICLE XXII**

**MEMBERSHIP - MINIMUM & MAXIMUM SALARY**

The following schedule represents all members of the L.S.A. and their minimum and maximum salaries for 1993 and 1994:

<b>NAME</b>	<b>TITLE</b>	<b><u>1993</u></b> <b><u>MIN.</u></b>	<b><u>1993</u></b> <b><u>MAX.</u></b>	<b><u>1994</u></b> <b><u>MIN.</u></b>	<b><u>1994</u></b> <b><u>MAX.</u></b>
Baker, Pauline	Deputy Mun. Court Administrator Typ.	20,309	32,126	21,223	33,572
Bobenchik, Carol	Supervising Clerk	33,313	42,468	34,812	44,379
Cichowski, Richard	General Supervisor Recreation Maintenance	22,179	53,412	23,177	55,816
Cipas, AnnMarie	Purchasing Assistant Typing	33,313	42,468	34,812	44,379
Costa, Nicholas	Supervisor Public Works	22,179	53,412	23,177	55,816
Darrar, Sandra	Supervising Clerk Stenographer	24,705	33,731	25,817	35,249
Dawkins, Lorraine	Municipal Court Administrator	22,241	54,870	23,430	57,339
Dekowski, Constance E.	Supervising Clerk	33,313	42,468	34,812	44,379
Evans, Felixca A.	Assistant Municipal Clerk	22,241	54,870	23,430	57,339
Fekete, Walter D.	Supervisor Public Works	22,179	53,412	23,177	55,816
Gadomski, Frank	Plumbing Subcode Official	24,557	51,538	25,662	53,857
Koby, Dennis	Sanitation Inspector	29,732	43,289	31,070	45,237
MacDonald, Alfred	Supervisor Recreation Maint.	21,716	53,412	22,693	55,816
Martin, Walter	Recreation Supervisor	18,548	47,273	19,383	49,400
Mastowski, Joan	Supervising Clerk	33,313	42,468	34,812	44,379
Matuska, Glenn	Sanitation Inspector	29,732	43,289	31,070	45,237
Mesler, III, John	Assistant Superintendent P.W.	52,156	64,009	54,503	66,889
Miskiewicz, Edward	Supervising Mechanic	19,884	53,412	20,779	55,816
O'Halloran, Matthew	Electrical Subcode Official	37,931	51,538	39,638	55,163
Petraroi, Jerome	Zoning Officer	27,715	51,538	28,962	55,163
Pirozzoli, Paul	Supervisor Motor Equipment	19,884	60,673	20,779	63,403
Provenzano, Gary	Supervisor Park/Rec. Maint.	21,716	53,412	22,693	55,816
Rocks, Patrick J.	Deputy Tax Assessor	32,004	45,046	33,444	47,073
Sias, Jeffrey	Senior Engineer	29,292	58,993	30,610	61,648
Sinisi, Anthony	General Supervisor of P.W.	22,179	57,578	23,177	60,169
Travisano, Joseph	Senior Housing Inspector	21,140	59,423	22,091	62,097
Urban, Jr., Frank	Asst. Supervisor of Garage Ser.	21,401	45,524	22,364	47,573
Valvano, Matthew P.	Building Inspector R.C.S.	27,512	38,443	28,750	40,173
Venditto, John	Supervisor Public Works	22,179	53,412	23,177	55,816
Vircik, George	Principal Engineer	32,249	64,715	33,909	67,627
Wolf, Kurt	Assistant Superintendent of Rec.	37,228	57,274	38,903	59,851
Zebro, Anthony	Garage Superintendent	24,215	57,572	25,305	60,163

**ARTICLE XXIII**  
**SALARY SCHEDULE**

The following schedule represents all members of the L.S.A. and their salaries for 1993 and 1994:

		<u>1993</u>	<u>1994</u>
Baker, Pauline	Deputy Mun. Court Administrator Typ.	31,793	33,572
Bobenchik, Carol	Supervising Clerk	42,468	44,379
Cichowski, Richard	General Supervisor Recreation Maintenance	53,412	55,816
Cipas, AnnMarie	Purchasing Assistant Typing	36,017	38,944
Costa, Nicholas	Supervisor Public Works	49,717	53,261
Darrar, Sandra	Supervising Clerk Stenographer	33,731	35,249
Dawkins, Lorraine	Municipal Court Administrator	54,870	57,339
Dekowski, Constance E.	Supervising Clerk	42,468	44,379
Evans, Felixca A.	Assistant Municipal Clerk	54,870	57,339
Fekete, Walter D.	Supervisor Public Works	53,412	55,816
Gadomski, Frank	Plumbing Subcode Official	51,538	55,163
Koby, Dennis	Sanitation Inspector	38,073	41,093
MacDonald, Alfred	Supervisor Recreation Maint.	53,412	55,816
Martin, Walter	Recreation Supervisor	47,273	49,400
Mastowski, Joan	Supervising Clerk	41,564	44,379
Matuska, Glenn	Sanitation Inspector	38,073	41,093
Mesler, III, John	Assistant Superintendent P.W.	57,116	60,992
Miskiewicz, Edward	Supervising Mechanic	53,412	55,816
O'Halloran, Matthew	Electrical Subcode Official	51,538	55,163
Petraroi, Jerome	Zoning Officer	51,538	55,163
Pirozzoli, Paul	Supervisor Motor Equipment	60,673	63,403
Provenzano, Gary	Supervisor Park/Rec. Maint.	53,412	55,816
Rocks, Patrick J.	Deputy Tax Assessor	45,046	47,073
Sias, Jeffrey	Senior Engineer	58,993	61,648
Sinisi, Anthony	General Supervisor of P.W.	57,578	60,169
Travisano, Joseph	Senior Housing Inspector	59,423	62,097
Urban, Jr., Frank	Asst. Supervisor of Garage Ser.	45,524	47,573
Valvano, Matthew P.	Building Inspector R.C.S.	36,613	39,567
Venditto, John	Supervisor Public Works	50,281	53,850
Vircik, George	Principal Engineer	64,715	67,627
Wolf, Kurt	Assistant Superintendent of Rec.	57,274	59,851
Zebro, Anthony	Garage Superintendent	57,572	60,163

**ARTICLE XXIV**

**GRIEVANCE COMMITTEE**

A. The city recognizes the right of the L.S.A. to designate the grievance committee.

B. Members of the Grievance Committee shall investigate, present and process grievances during working hours without loss of pay with the authorization of the Department Head. Grievances handled by the Grievance Committee outside of regularly scheduled working hours shall be without pay.

C. The City will be advised in writing of the names of the grievance committee who are authorized to act on behalf of the L.S.A.

**CITY OF LINDEN**

BY *John T. Gregorio*  
John T. Gregorio, Mayor

ATTEST: *Val D. Imbriaco*  
Val D. Imbriaco, City Clerk

**LINDEN SUPERVISORS'S ASSOCIATION**

BY *Kurt Michael Wolf*  
Kurt Michael Wolf, President

ATTEST: *Constance E. Dekowski*  
Constance E. Dekowski, Secretary

Certified to be a true and exact copy.

23

*Val D. Imbriaco*  
-----  
City Clerk, City of Linden, N. J.

Date: JAN 26 1994