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1-1-76

AGREEMENT

Union

BETWEEN THE CITY OF LINDEN AND LINDEN SUPERVISORS' ASSOCIATION

1976

PREAMBLE

This Agreement, effective the first day of January, 1976, and terminating December 31, 1976, 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.".

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, who are members in good standing of the L.S.A.

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 to the L.S.A.

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.

LIBRARY
Institute of Management and
Labor Relations

NOV 1 - 1976

RUTGERS UNIVERSITY

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 offices.

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. Sick leave shall be accumulated on the basis of $1\frac{1}{4}$ days per month. Sick leave may be accumulated from year to year.

Section 3. Uses

Accumulated sick leave shall be used by an employee for personal illness, illness in his immediate family, quarantine restrictions, or disabling injuries. Immediate family means spouse, child, parent or brother or sister living under the same roof. Any member who is pregnant has the discretion of taking a leave of absence or using accumulated sick leave.

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. Leave with pay shall be granted to an employee in the event of death in his immediate family. This leave shall not exceed three (3) working days.

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

c. 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 attends the funeral. Upon request, written proof of relationship shall be submitted to Council.

d. In the event of the death of a fellow member of the L.S.A., an 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.

Each member will be granted one day of base pay for every three days sick leave upon retirement, or his beneficiary, upon death, not to exceed \$8,000.00.

If the ceiling of \$8,000.00 is raised for any other Bargaining Unit, the same shall apply to members of the L.S.A.

ARTICLE IV

WAGES

Section 1. Wages

Salaries for all members as agreed upon and negotiated are set forth in Schedule "A" and made a part hereof and shall be retroactive to January 1, 1976 and continue through until December 31, 1976.

Section 2. Increments

All members shall receive \$450.00 per year increments, until the maximum is reached; effective January 1, 1976.

Section 3. Minimum and Maximum Wages

The minimum and maximum wage shall have at least an \$1,800.00 range between minimum and maximum and shall be as outlined in Schedule "A" for the year 1976.

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 "1 for 3" sick leave pay, vacation benefits and personal days.

Section 5.

All department heads who are members of the L.S.A., shall have their minimum and maximum salaries increased \$1,000.00 above the 1975 range.

Section 6.

All members of the L.S.A. shall receive a ~~five (5)~~ percent general salary increase.

SIX (6) L.S.A.
C.C.
J.T.H.

ARTICLE V

OVERTIME PAY

Section 1. 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 ($1\frac{1}{2}$) his hourly base rate; longevity pay shall be included in the base rate of pay. Double time shall be granted for Sunday, holidays, and days normally off.

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.

Section 2. Exclusions

Department heads shall be excluded from overtime pay.

ARTICLE VI

NORMAL WORKING DAY

Section 1. Hours of Work

The normal working day for all L.S.A. members shall be 9:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of Legal Holidays and other days the City may declare as holidays.

Section 2. Exceptions

The following exceptions to the normal working day shall be made:

Public Works Superintendent 8:00 A.M. to 4:00 P.M.
Monday through Friday

Public Works Foremen 7:00 A.M. to 3:30 P.M.
Monday through Friday

To be on call every fifth week end.

Municipal Garage Superintendent 8:00 A.M. to 4:00 P.M.
Monday through Friday

Recreation Foremen 7:30 A.M. to 4:30 P.M.
Monday through Friday

ARTICLE VII

VACATION

Section 1. Vacation entitlement shall be based upon the following schedule.

<u>Period of Employment</u>	<u>Vacation</u>
0 - 1 years service	One day per month
1 - 5 years service	12 working days
6 - 10 years service	15 working days
11 - 20 years service	20 working days
21 - 29 years service	25 working days
30 years service and over	30 working days

Section 2. Granting of Vacation

Vacation may be taken anytime during the year upon approval of the Department Head.

ARTICLE VIII

EMPLOYEE VACANCIES

Section 1. Notification

The President of the L.S.A. shall be notified when any vacancy exists.

Section 2. Eligibility

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

ARTICLE IX

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 Department and Assistant Department Heads.

ARTICLE X

RECOGNITION OF SERVICE

Section 1. Recognition of Service

The City Council shall make appropriate recognition of service to any member who has completed 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 XI

CLOTHING

Section 1. Entitlement

All members shall be entitled to appropriate and reasonable work clothing to perform their respective duties. Female members shall be allowed reasonable clothing. Department Heads including the Ass't. City Engineer, Sr. Housing Inspector, and Ass't. Building Inspector in addition shall receive a Blazer and Slacks. The Blazer to have City Identification. *Cost not to exceed 7000 per year,*

Section 2. Appropriation and Approval

Monies for appropriate and reasonable work clothing shall be provided for in each department's budget, and approved by Council.

ARTICLE XII

EDUCATION

Section 1. Entitlement

All members are entitled to \$250.00 per annum for job related educational expenses.

Section 2. Approval

All members must have any course approved by the City Council prior to taking same.

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 \$250.00.

ARTICLE XIII

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 year.

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.

ARTICLE XIV

INSURANCE

Section 1. Health Insurance

Each member of the L.S.A. shall be provided complete hospitalization benefits, Blue Shield, Rider J, and Blue Cross under the 750 series.

Major medical coverage in its present form shall be provided for each L.S.A. member unless a better plan is adopted by the City.

The premiums of all health insurance policies shall be paid 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 a limitation of \$12,500.

Section 3. Workmen's Compensation Insurance

The City shall maintain in full force and effect Workmen'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 XV

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 proven 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, ~~AND~~*

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 XVI

PERSONAL DAYS

Every member of the L.S.A. shall receive three (3) noncumulative personal days per year.

ARTICLE XVII

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, Civil Service laws of New Jersey or City Ordinances of Linden.

ARTICLE XVIII

DURATION

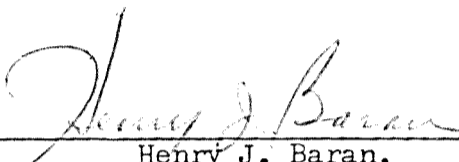
The duration of this Agreement shall extend through December 31, 1976. Either party wishing to amend, terminate or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the 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.

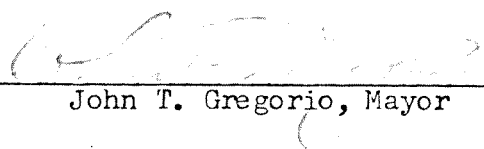
In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

CITY OF LINDEN

ATTEST:



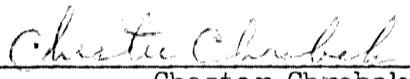
Henry J. Baran,
City Clerk

By 

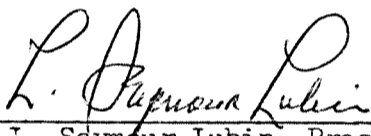
John T. Gregorio, Mayor

LINDEN SUPERVISORS' ASSOCIATION

ATTEST:



Chester Chrobak
Secretary

By 

L. Seymour Lubin, President

MEMBERSHIP ROSTER

LINDEN SUPERVISORS ASSOCIATION

January 1, 1976

Joseph A. Caroselli	Transportation Inspector
Chester Chrobak	Building Inspector
Richard Cickowski	Recreation Foreman
William Costa	Foreman Public Works
Alexander L. Eska	Sealer Weights & Measures
Walter D. Fekete	Assistant Foreman Recreation
Emanuel F. Frangella, Jr.	Tax Assessor
Ross Gallimore	Public Works Foreman
Stephen Gassler	Public Works Foreman
Henry F. Cavan	Health Officer
Wanda Glinka Gawron	Deputy City Clerk
Sigvart L. Johnson	Superintendent Buildings & Grounds
John Kissolovege	Garage Foreman
John Kostrey	Foreman Public Works
Frank M. Krysiak	Superintendent of Recreation
L. Seymour Lubin	Purchasing Agent
Dorothy Margavitz	Assistant Municipal Tax Collector
John Mesler, Jr.	Superintendent of Public Works
Joseph W. Mrozek	Municipal Court Clerk
Frank Petroski	Foreman Public Works
Nucenzio Pirozzoli	Garage Superintendent
Michael P. Polly	Assistant Building Inspector
Margaret Poston	Supervisor of Women & Girls Activities
Jacob Stires	Senior Housing Inspector
Thomas J. Strapp, Jr.	Assistant City Engineer
Leo C. Urbanowitz	Principal Draftsman
Alfred A. Volpe	Assistant Superintendent of Recreation
Lawrence A. Wheat	License Inspector
Anthony A. Zebro	Garage Superintendent

L S A - Schedule A

Name	Base Salary	1/1/76 Increment	1/1/76 Base Salary	6/1/76 5% 6/1/76 5% 6/1/76 5%	76 Proposed Base & % 6/1/76 5%	1976 Longevity	1976 Salary (Base & Long.)	MIN. - MAX.	
Joseph Caroselli	\$13,682.	\$450.	\$14,132.	\$707.	\$14,839.	\$821.	\$15,660.	\$12,480.	\$15,691.
Chester Chrobak	17,676.	450.	18,126.	906.	19,032.	1,200.	20,232.	16,284.	19,885.
Richard Cichowski	13,111.	-	13,111.	656.	13,767.	787.	14,554.	10,687.	13,767.
William Costa	14,746.	263.	15,009.	750.	15,759.	1,180.	16,939.	12,494.	15,759.
Alexander Eska	13,861.	450.	14,311.	716.	15,027.	277.	15,304.	12,651.	15,880.
Walter Fekete	10,918.	450.	11,368.	568.	11,936.	218.	12,154.	9,717.	12,698.
Emanuel Frangelia, Jr.	12,663.	450.	13,113.	656.	13,769.	507.	14,276.	12,610.	15,835.
Ross Gallimore	13,909.	450.	14,359.	718.	15,077.	1,200.	16,277.	12,494.	15,759.
Stephen Gassler	14,453.	450.	14,903.	745.	15,648.	1,200.	16,848.	12,494.	15,759.
Wanda Gawron	14,453.	450.	14,903.	745.	15,648.	1,200.	16,848.	12,565.	15,837.
Sigvart Johnson	13,993.	450.	14,443.	722.	15,165.	560.	15,725.	12,527.	15,743.
Henry Gavan	18,037.	450.	18,487.	924.	19,411.	1,200.	20,611.	16,628.	20,264.
John Kisslovege	13,194.	288.	13,482.	674.	14,156.	528.	14,684.	11,040.	14,156.
John Kostrey	14,746.	263.	15,009.	750.	15,759.	885.	16,644.	12,494.	15,759.
Frank Krysiak	18,640.	450.	19,090.	955.	20,045.	1,200.	21,245.	19,640.	22,724.
Louis Lubin	13,971.	450.	14,421.	721.	15,142.	279.	15,421.	12,243.	15,720.
Dorothy Margavitz	14,506.	450.	14,956.	748.	15,704.	1,160.	16,864.	12,565.	15,837.
John Mesler	21,200.	450.	21,650.	1,083.	22,733.	1,200.	23,933.	19,640.	23,585.
Joseph Mrozek	14,749.	420.	15,169.	758.	15,927.	1,200.	17,127.	12,647.	15,927.
Margaret Maasen	12,593.	-	12,593.	630.	13,223.	756.	13,979.	10,193.	13,223.
Frank Petroski	14,009.	450.	14,459.	723.	15,182.	560.	15,742.	12,494.	15,759.

L S A - Schedule A (Cont.)

<u>Name</u>	<u>Base Salary</u>	<u>1/1/76 Increment</u>	<u>1/1/76 Base Salary</u>	<u>5% ^W 5%</u>	<u>76 Proposed Base & 5% ^W 5%</u>	<u>1976 Longevity</u>	<u>1976 Salary (Base & Long.)</u>	<u>Min. - Max.</u>
Nucenzio Pirozzoli	\$16,101.	\$450.	\$16,551.	\$828.	\$17,379.	\$644.	\$18,023.	\$14,784. - \$18,231.
Michael Polly	12,134.	-	12,134.	607.	12,741.	728.	13,469.	9,756. - 12,741.
Jacob Stires	13,196.	450.	13,646.	682.	14,328.	264.	14,592.	11,505. - 15,719.
Thomas Strapp, Jr.	17,779.	450.	18,229.	911.	19,140.	1,200.	20,340.	16,390. - 20,055.
Leo Urbanowitz	13,716.	450.	14,166.	708.	14,874.	1,200.	16,074.	10,916. - 15,452.
Alfred Volpe	15,324.	262.	15,586.	779.	16,365.	306.	16,671.	13,044. - 16,365.
Lawrence Wheat	13,484.	450.	13,934.	697.	14,631.	270.	14,901.	12,292. - 15,484.
Anthony Zebro	14,946.	450.	15,396.	770.	16,166.	299.	16,465.	13,784. - 17,181.

100 - Classified & 8-7700 P. 11.

U S A Schedule A

Name	Base Salary	1/1/76 Increment	1/1/76 Base Salary	6%	76 Proposed Base and 6%	1976 Longevity	1976 Salary (Base & Long)	Minimum-Maximum
Caroselli, Joseph	\$13,682	\$450	\$14,132	\$848	\$14,980	\$ 821	\$15,801	12,480 - 15,841
Chrobak, Chester	17,676	450	18,126	1088	19,214	1200	20,414	16,284 - 20,074
Cichowski, Richard	13,111	-	13,111	787	13,898	787	14,685	10,687 - 13,898
Costa, William	14,746	263	15,009	901	15,910	1180	17,090	12,494 - 15,910
Eska, Alexander	13,861	450	14,311	859	15,170	277	15,447	12,651 - 16,031
Fekete, Walter	10,918	450	11,368	682	12,050	218	12,268	9,717 - 12,819
Frangelia, Emanuel Jr.	12,663	450	13,113	787	13,900	507	14,407	12,610 - 15,986
Gallimore, Ross	13,909	450	14,359	862	15,221	1200	16,421	12,494 - 15,910
Gassler, Stephen	14,453	450	14,903	894	15,797	1200	16,997	12,494 - 15,910
Gawron, Wanda	14,453	450	14,903	894	15,797	1200	16,997	12,565 - 15,988
Johnson, Sigvart	13,993	450	14,443	867	15,310	560	15,870	12,527 - 15,893
Gavan, Henry	18,037	450	18,487	1109	19,596	1200	20,796	16,628 - 20,457
Kissolovege, John	13,194	288	13,482	809	14,291	528	14,819	11,040 - 14,291
Kostrey, John	14,746	263	15,009	901	15,910	885	16,795	12,494 - 15,910
Kryslak, Frank	18,640	450	19,090	1145	20,235	1200	21,435	19,640 - 22,941
Lubin, Louis	13,971	450	14,421	865	15,286	279	15,565	12,243 - 15,869
Margavitz, Dorothy	14,506	450	14,956	897	15,853	1160	17,013	12,565 - 15,988
Mesler, John	21,200	450	21,650	1299	22,949	1200	24,149	19,640 - 23,810
Mrozek, Joseph	14,749	420	15,169	910	16,079	1200	17,279	12,647 - 16,079
Maasen, Margaret	12,593	-	12,593	756	13,349	756	14,105	10,193 - 13,349

<u>Name</u>	<u>Base Salary</u>	<u>1/1/76 Increment</u>	<u>1/1/76 Base Salary</u>	<u>6%</u>	<u>76 Proposed Base and 6%</u>	<u>1976 Longevity</u>	<u>1976 Salary (Base & Long)</u>	<u>Minimum-Maximum</u>
Petroski, Frank	14,009	450	14,459	868	15,327	560	15,887	12,494 - 15,910
Pirozoli, Nucenzio	16,101	450	16,551	993	17,544	644	18,188	14,784 - 18,405
Polly, Michael	12,134	-	12,134	728	12,862	728	13,590	10,756 - 13,922
Stires, Jacob	13,196	450	13,646	819	14,465	264	14,729	11,505 - 15,868
Strapp, Thomas Jr.	17,779	450	18,229	1094	19,323	1200	20,523	16,390 - 20,246
Urbanowitz, Leo	13,716	450	14,166	850	15,016	1200	16,216	10,916 - 15,599
Volpe, Alfred	15,324	262	15,586	935	16,521	306	16,827	13,044 - 16,521
Wheat, Lawrence	13,484	450	13,934	836	14,770	270	15,040	12,292 - 15,632
Zebro, Anthony	14,946	450	15,396	924	16,320	299	16,619	13,784 - 17,345