

115

AGREEMENT

LINDEN SUPERVISORS ASSOCIATION

AND

CITY OF LINDEN

JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

INDEX

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

ARTICLE VII, HOLIDAYS		10-11
ARTICLE VIII, VACATION		
Section 1.	Vacation Entitlement	11
Section 2.	Granting of Vacation	12
ARTICLE IX, EMPLOYEE VACANCIES		
Section 1.	Notification	12
Section 2.	Eligibility	12
ARTICLE X, IDENTIFICATION		12
ARTICLE XI, RECOGNITION OF SERVICE		
Section 1.	Recognition of Service	12-13
Section 2.	Retirement	13
ARTICLE XII, CLOTHING & MAINTENANCE		
Section 1.	Entitlement	13
ARTICLE XIII, EDUCATION		
Section 1.	Entitlement	13
Section 2.	Approval	13
Section 3.	Reimbursement	13
ARTICLE XIV, LONGEVITY		
Section 1.	Entitlement	14
Section 2.	New Members	14
ARTICLE XV, INSURANCE		
Section 1.	Health Insurance	14-15
Section 2.	Life Insurance	15
Section 3.	Worker's Compensation Insurance	15
Section 4.	Automobile Liability Insurance	15
Section 5.	Insurance Carriers	15-16
ARTICLE XVI, LEGAL AID		
Section 1.	Entitlement	16
Section 2.	Reinstatement	16
Section 3.	Legal Representation	16
Section 4.	Payment of Fees	16
ARTICLE XVII, PERSONAL DAYS		16-17

ARTICLE XVIII, PRIOR PRACTICES	17
ARTICLE XIX, MANAGEMENT RIGHTS	17 - 18
ARTICLE XX, DURATION	18
ARTICLE XXI, GRIEVANCE AND ARBITRATION PROCEDURE	18 - 20
ARTICLE XXII MEMBERSHIP - MINIMUM & MAXIMUM SALARY	21 - 22
ARTICLE XXIII, SALARY SCHEDULE	23 - 24
ARTICLE XXIV, GRIEVANCE COMMITTEE	25

AGREEMENT

BETWEEN THE CITY OF LINDEN AND LINDEN SUPERVISORS' ASSOCIATION

PREAMBLE

This Agreement, effective January 1, 2002 through December 31, 2004, 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. All employees annexed to this agreement are members in good standing of the Linden Supervisors Association and will not be challenged by the City. However, all future applicants to the Supervisors Association will meet the requirements of a supervisory position as defined by the Department of Personnel job description.

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, grand-parents 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. any 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 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 Nineteen Thousand.

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 employ 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 who have accumulated (60) sixty days earned sick leave. 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, 2002, all covered employees shall receive a three and a half (3.50%) percent increase in base salary. Effective January 1, 2003, all covered employees shall receive a three and a half (3.50%) percent increase in base salary. Effective January 1, 2004 all covered employees shall receive a four (4%) percent increase in base salary.

b. Article XXIII is a schedule of the base salaries of all covered employees for the years 2002, 2003 and 2004.

Section 2. Increments

All covered employees who have not attained their maximum salary shall receive an annual \$1,500.00 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. Job Classification/Salary Schedule

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 per day a meal allowance of \$5.00 and an additional meal allowance of \$5.00 per day 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 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:

<u>Period of Employment</u>	<u>Vacation</u>
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 job related education expenses of \$1,000.00 per annum.

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 \$1,000.00 per annum.

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. Health Insurance
- b. Family Dental Plan
- c. Vision Plan
- d. Prescription Plan (co-pay \$5.00 Generic, \$10.00 Name Brand) effective December 31,2000.

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.

Section 5. Insurance Carriers:

The City reserves the right to change insurance carrier/s and or plans or to self insure so long

as substantially similar benefits are provided.

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, 2004. 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, add 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 2002, 2003 and 2004.

	2002 MIN	2002 MAX	2003 MIN	2003 MAX	2004 MIN	2004 MAX
Bobenchik, Carol	46004	58647	47614	60700	49519	63128
Brindley, Gilbert	41059	59782	42496	61874	44196	64349
Buckley, James	41059	59782	42496	61874	44196	64349
Cichowski, Richard	30630	79515	31702	82298	32970	85590
Coplan, Anthony	27460	73763	28421	76345	29558	79399
Costa, Nicholas	30630	73763	31702	76345	32970	79399
Darrar, Sandra	34118	46584	35312	48214	36724	50143
Dekowski, Constance	30963	75775	32047	78427	33329	81564
Drozdz, Richard	25772	74169	26674	76765	27741	79836
Fekete, Walter	30630	85475	31702	88467	32970	92006
Frangella, Michael	44198	62209	45745	64386	47575	66961
Gadomski, Frank	33914	74551	35101	77160	36505	80246
Gassler, Stephen	30630	73763	31702	76345	32970	79399
Gavigan, Elizabeth	30963	75775	32047	78427	33329	81564
Heiser, Warren	30630	73763	31702	76345	32970	79399
Imbriaco, Gregory	29193	82060	30215	84932	31424	88329
Koby, Dennis	30630	73763	31702	76345	32970	79399
MacDonald, Alfred	48278	83789	49968	86722	51967	90191
Martin, Walter	25615	68262	26512	70651	27572	73477
Matuska, Glenn	30630	73763	31702	76345	32970	79399
Miskiewicz, Edward	27460	73763	28421	76345	29558	79399
Newton, Janice	46004	58647	47614	60700	49519	63128
O'Halloran, Matthew	38274	74551	39614	77160	41199	80246
Pirozzoli, Paul	27460	83789	28421	86722	29558	90191
Price, Richard	30630	73763	31702	76345	32970	79399
Provenzano, Gary	48335	78934	50027	81697	52028	84965
Samer, Brian	29559	60263	30594	62372	31818	64867

Samer, Pauline	46004	58647	47614	60700	49519	63128
Schnitzer, Dawn	25615	68262	26512	70651	27572	73477
Sheehy, Karen	26432	85900	27357	88907	28451	92463
Sias, Linda	46004	58647	47614	60700	49519	63128
Sibiski, John	29554	62868	30588	65068	31812	67671
Sparks, Richard	51889	56800	53705	58788	55853	61140
Stigliano, Joseph	29554	67338	30588	69695	31812	72483
Valvano, Matthew	24662	76619	25525	79301	26546	82473
Venditto, John	30630	73763	31702	76345	32970	79399
Venditto, Annmarie	46004	58648	47614	60701	49519	63129
Vircik, George	44811	95089	46379	98417	48234	102354
Weber, Richard	29559	60263	30594	62372	31818	64867
Wolf, Kurt	51412	79094	53211	81862	55339	85136

ARTICLE XXIII

The following schedule represents all members of the L.S.A. and their salaries for 2002, 2003 and 2004:

	2002	2003	2004
Bobenchik, Carol	58647	60700	63128
Brindley, Gilbert	55277	58764	62675
Buckley, James	59782	61874	64349
Cichowski, Richard	79515	82298	85590
Coplan, Anthony	57573	61141	65147
Costa, Nicholas	73763	76345	79399
Darrar, Sandra	46584	48214	50143
Dekowski, Constance	72244	76325	80938
Drozdz, Richard	63027	66785	71016
Fekete, Walter	85475	88467	92006
Frangella, Michael	62209	64386	66961
Gadomski, Frank	74551	77160	80246
Gassler, Stephen	67888	71817	76250
Gavigan, Elizabeth	61790	65505	69685
Heiser, Warren	67888	71817	76250
Imbriaco, Gregory	71446	75499	80079
Koby, Dennis	67431	71344	75758
MacDonald, Alfred	83789	86722	90191
Martin, Walter	68262	70651	73477
Matuska, Glenn	67431	71344	75758
Miskiewicz, Edward	73763	76345	79399
Newton, Janice	52850	56252	60062
O'Halloran, Matthew	74551	77160	80246
Pirozzoli, Paul	83789	86722	90191
Price, Richard	54975	58452	62350
Provenzano, Gary	78934	81697	84965
Samer, Brian	60263	62372	64867
Samer, Pauline	58647	60700	63128
Schnitzer, Dawn	68262	70651	73477
Supervising Clerk			
Sanitation Inspector			
Sanitation Inspector			
General Supervisor Public Works			
Supervising Mechanic			
Supervisor Public Works			
Supervising Clerk Stenographer			
Assistant Municipal Clerk			
Senior Sanitary Inspector			
Assistant Superintendent Public Works			
Deputy Tax Assessor			
Plumbing Subcode Official			
Supervisor Public Works			
Municipal Court Administrator			
Supervisor Public Works			
Senior Housing Inspector			
Supervisor Public Works			
Superintendent of Public Property			
Recreation Program Administrator Urban Areas			
Supervisor Public Works			
Supervising Mechanic			
Supervising Clerk			
Zoning Officer			
Supervisor of Motors			
Supervising Equipment Operator			
General Supervisor Recreation Maintenance			
Assistant Supervisor Recreation Maintenance			
Supervising Clerk			
Recreation Supervisor			

Sheehy, Karen					
Sias, Linda	Administrative Clerk	73672	77803	82475	
Sibilski, John	Supervising Clerk	58647	60700	63128	
Sparks, Richard	Assistant Supervisor of Garage Services	62868	65068	67671	
Stigliano, Joseph	Municipal Recycling Coordinator	56800	58788	61140	
Valvano, Matthew	Supervisor of Garage Services	67338	69695	72483	
Venditto, John	Building Sub-Code Official	69919	73919	78436	
Venditto, Annmarie	Supervisor Public Works	73763	76345	79399	
Vircik, George	Senior Purchasing Assistant Typing	58648	60701	63129	
Weber, Richard	Principal Engineer	95089	98417	102354	
Wolf, Kurt	Assistant Supervisor Recreation Maintenance	60263	62372	64867	
	Assistant Superintendent of Recreation	79094	81862	85136	

ARTICLE XXIV

GRIEVANCE COMMITTEE

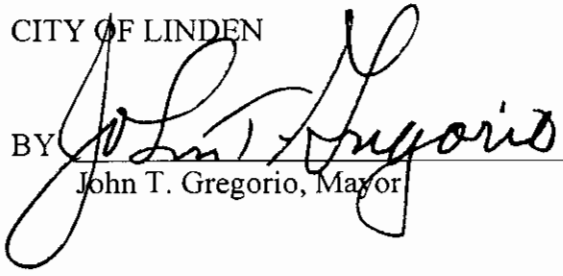
A. The city recognizes the right of the L.S.A. to designate the grievance committee.

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.

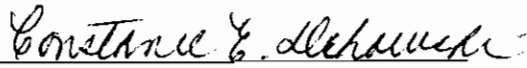
C. The City will be advised in writing of the names of the grievance committee who are authorized to act on behalf of the L.S.A.

CITY OF LINDEN

BY

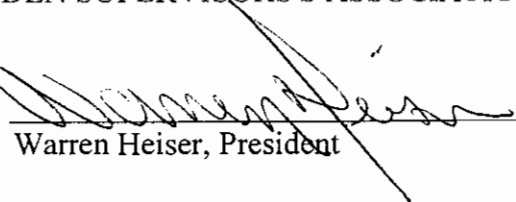

John T. Gregorio, Mayor

ATTEST:

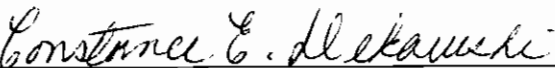

DEPUTY City Clerk

LINDEN SUPERVISORS'S ASSOCIATION

BY


Warren Heiser, President

ATTEST:


Constance E. Dekowski, Secretary

