

AGREEMENT

BETWEEN THE CITY OF LINDEN AND LINDEN SUPERVISORS' ASSOCIATION

PREAMBLE

This Agreement, effective the first day of January, 1982, and terminating December 31, 1983, 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.

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.

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

X January 1, 1982 - December 31, 1983

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.

Section 5. Fixed Charges

Employees who are in permanent full time supervisory positions but are not members of L.S.A. and receive the benefits to be charged \$20.00 annually.

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 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 at the beginning of each calendar year. 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 or she 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 for the first 200 days and one day for every two over 200 days upon retirement, or his beneficiary, upon death, not to exceed \$9,500.00.

If the ceiling of \$9,500.00 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, 1982, and continue through until December 31, 1983.

Section 2. Increments

All members shall receive \$500.00 per year increments, until the maximum is reached, effective January 1, 1982 and January 1, 1983.

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 years 1982 and 1983.

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 accumulated time which the employee may be entitled to for services rendered to the City, including "1 for 3"/"1 for 2" sick leave pay \$9,500.00 Maximum, vacation benefits and personal days.

Section 5.

All members of the L.S.A. shall have their minimum and salaries increased \$1,000.00 above the 1981 range.

Section 6.

An annual salary increase of 8% effective on January 1, and annual salary increase of 6½% effective January 1, 1983.

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 (1½) 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.

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 payment of overtime for members of the L.S.A., except the department heads shall be submitted directly to the City Treasurer's Office for payment on the first payroll following the date the overtime was worked. A copy will be sent to the Chairman of the department.

Section 2. Exclusions

Department heads shall be excluded from overtime pay except when a department head must work a holiday, he shall get the approval of his department Chairman and submit the overtime to City Council for payment at the regular rate of pay.

ARTICLE VI

NORMAL WORKING DAY

Section 1. Hours of Work

All L.S.A. members shall work a normal work week with changes subject to the approval of their supervisor, Monday through Friday, exclusive of Legal Holidays and other days the City may declare as holidays.

The following are the Legal Holidays:

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

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 VII

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

<u>Period of Employment</u>	<u>Vacation</u>
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 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 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 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 XI

CLOTHING & MAINTENANCE

Section 1. Entitlement

a. All members to receive a clothing allotment of \$350.00 annually effective January 1, 1982 and a allotment of \$375.00 effective January 1, 1983.

b. Said clothing and maintenance allowance shall be paid at a reasonable time subsequent to the adoption of the annual city budget.

c. All employees covered by this agreement shall at their option, be entitled to either the clothing and maintenance allowance or a regular employee work clothes issue.

d. Qualified employees accepted into the Association on or after July 1 of any year shall receive one half (1/2) the prescribed annual clothing and maintenance allowance.

e. 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 \$300.00 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 \$300.00.

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, if such employee was hired after January 1, 1975 (Ord. 1-21-75).

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 14/20 series, or equivalent.

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, including the dental plan, shall be paid by the City.

Prescription eyeglass plan when available for members and family.

Medical prescription plan when available for members and members family.

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 \$15,000.

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.

Section 4. Payment of Fees

All legal fees shall be paid by the City when as 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, 1983. 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.

ARTICLE XIX

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 his grievance to his department head within twenty (20) 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, the grievance shall be forwarded to the next step.

Step 2. The grievance committee and the department chairman and committee shall meet to discuss the grievance. (Note* This would be Step 1 for a department Head.) In the event that the grievance is not settled within five (5) days, the grievance shall be forwarded to the next step.

Step 3. The grievance committee shall meet with the City's Personnel Committee to discuss the grievance. In the event that the grievance is not settled within ten (10) days, the grievance shall be forwarded to the next step.

Step 4. The grievance committee shall meet with the Mayor and the City Council to discuss the grievance within ten (10) days. In the event that the grievance is not settled, the grievance may be taken to arbitration by either party upon notice to the other party.

- b. If at any time the aggrieved party appeals his grievance before the Civil Service Commission 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.
- d. Arbitration

Either party may apply directly to the New Jersey State Board of Mediation for the appointment of an arbitrator.

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 will not lock out its employees and the L.S.A. agrees that it will 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.

GRIEVANCE COMMITTEE

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

- B. The authority of the grievance committee shall be to investigate and present and process grievances without loss of pay. Such time spent in handling grievances shall be within reasonable limits and shall be considered working hours.
- 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

ATTEST:

By John T. Gregorio
John T. Gregorio, Mayor

Val D. Imbriaco
Val D. Imbriaco,
City Clerk

LINDEN SUPERVISORS' ASSOCIATION

ATTEST:

By Joseph R. Wagner
Joseph R. Wagner, President

Florence Demcovitz
Florence Demcovitz
Secretary

Certified to be a true and exact copy.

Val D. Imbriaco
City Clerk, City of Linden, N. J.
Date: 6/22/82

A RESOLUTION PROVIDING FOR THE APPOINTMENT
OF SCHOOL CROSSING GUARDS IN THE CITY OF
LINDEN.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN:

- Section 1. The Chief of Police of the City of Linden is hereby authorized and empowered to appoint school crossing guards as he may deem necessary and within the limits of the funds that may be available in the budgetary appropriation for the Police Department, out of which appropriation the school crossing guards shall be paid.
- Section 2. Every school crossing guard shall be a citizen of the United States, a resident of the City of Linden, able bodied, of good moral character, and able to speak, read and write the English language understandably.
- Section 3. It shall be the duty of the school crossing guards to maintain the orderly and safe passage of school children to and from school at the respective street intersections to which they may be assigned and to maintain the orderly and proper movement of vehicular and pedestrian traffic consistent with the safety of children attending schools in the City of Linden.
- Section 4. School crossing guards shall have no police power and shall not be members of the Police Department, but shall be subject to the supervision of the Chief of Police and any officer or officers designated from time to time by the Chief of Police.
- Section 5. School crossing guards shall perform their duties at the intersection to which they may be assigned at times as specified by the Chief of Police.
- Section 6. School crossing guards shall be governed by all the rules and regulations laid down for the guidance and control of the members of the Police Department insofar as such rules and regulations are applicable and consistent with the duties prescribed for school crossing guards and such other rules and regulations as may be hereafter specifically fixed by the Council. In addition, school crossing guards shall comply with all directions from the Chief of Police and from the officer or officers designated from time to time by the Chief of Police as above mentioned.
- Section 7. School crossing guards shall wear the prescribed and issued uniform and equipment at all time when on duty.
- Section 8. School crossing guards shall perform all duties assigned to them in the manner prescribed and pursuant to the instructions which they shall receive from time to time. They shall attend meetings called for the purpose of receiving instructions and shall cooperate with any safety patrols or others who may be designated to assist in the control of traffic and the maintenance of peace and good order.

Section 9. School crossing guards shall try to instill proper crossing habits in children, a high regard for caution and safety, and make every attempt to prevent jaywalking, running in the street, or other acts interfering with the orderly and safe passage of school children to and from school and the orderly and proper movement of vehicular and pedestrian traffic.

Section 10. School crossing guards shall be paid a salary as determined by the Governing Body. They shall receive no extra compensation for attending any meetings at which instructions may be issued to them or for attending court in connection with any of their duties.

School crossing guards shall receive no less than 3½ hours wages per day, 180 guaranteed days of employment commencing January 1 to December 31 of any year, paid in June.

In addition to the 180 guaranteed days, school crossing guards shall receive 5 days for hospital confinement, 3 days in the event of a death in the family and 10 paid holidays: 5 to be paid December and 5 to be paid June.

If and when the City goes to private hospitalization plan, it will be offered to members who are carrying private insurance as primary carrier.

Section 11. School crossing guards shall report all violations to the Chief of Police or other officer or officer designated by the Chief of Police and shall set forth the license number, and if possible the make body type, and color of any car involved in the violation, the description of any driver involved in such violation, the names and addresses of any persons, if known, who may be involved in a violation, and generally such other and additional information as may enable the school crossing guards with the assistance of the aforesaid member of the Police Department to swear out a complaint and present the necessary testimony for the prosecution of the violation in the Municipal Court.

Section 12. Employment shall be on a basis as determined by the Governing Body. School crossing guards shall not work on holidays, but shall be paid for these holidays, as designated by the Governing Body. The school crossing guards shall be enrolled in the Public Employees' Retirement System of the State of New Jersey. Upon the hiring of the school crossing guards by the City of Linden, they agree to observe the requirements of employees for eligibility in the Public Employees' Retirement System of the State of New Jersey.

Section 13. The school crossing guard shall strictly observe the requirements that may be established and the instructions they may be given relating to their reporting for duty and their reporting off duty.

Section 14. This resolution is in furtherance of Chapter 82,
of the Public Laws of 1979, N.J.S.A. 40A:9-154.1
to 40A:9-154.4.

PASSED: June 15, 1982

APPROVED: June 16, 1982

ATTEST:

Val D. Sabriaco
City Clerk

George Walsh
President of Council

John L. Brysoni
Mayor

We hereby consent to the terms set forth in the within
resolution.

LINDEN SCHOOL CROSSING GUARD ASSOCIATION

Attest:

By Ann Gregory
Ann Gregory, President

Pearl Ettinger
Pearl Ettinger, Secretary

Certified to be a true and exact copy.

Val D. Sabriaco
City Clerk, City of Linden, N. J.
Date: 6/22/82