

Mr. [unclear]

**TERMS AND CONDITIONS
OF EMPLOYMENT
BETWEEN
CITY OF LINDEN
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO, LOCAL 32
(RECREATION MAINTENANCE WORKERS)**

JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

**RECREATION DEPARTMENT MAINTENANCE WORKERS AND LABORERS
TERMS AND CONDITIONS OF EMPLOYMENT**

Present benefits and working conditions shall continue. The following additional benefits and conditions have been agreed to by the City of Linden.

**SALARY SCHEDULE TIER 1
JANUARY 1, 2002 THROUGH DECEMBER 31, 2004
EMPLOYEES HIRED BEFORE JANUARY 1, 1995**

1. <u>Wage Rates</u>	<u>YEAR</u>	<u>START</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>
Laborer	2002	18.65	19.41	20.13	20.84
	2003	19.30	20.09	20.83	21.57
	2004	20.07	20.89	21.66	22.43
Heat & Air Condit. Mechanic	2002	15.89	17.63	19.35	21.11
	2003	16.45	18.25	20.03	21.85
	2004	17.11	18.98	20.83	22.72
Mason	2002	19.32	21.13	22.94	24.74
	2003	20.00	21.87	23.74	25.61
	2004	20.80	22.74	24.69	26.63
Carpenter	2002	19.32	21.13	22.94	24.74
	2003	20.00	21.87	23.74	25.61
	2004	20.80	22.74	24.69	26.63
Painter	2002	19.32	21.13	22.94	24.74
	2003	20.00	21.87	23.74	25.61
	2004	20.80	22.74	24.69	26.63
Equipment Operator Parks	2002	22.76	23.44	24.13	24.79
	2003	23.56	24.26	24.97	25.66
	2004	24.50	25.23	25.97	26.69
Electrician	2002	23.38	24.13	24.61	24.73
	2003	24.20	24.97	25.47	25.60
	2004	25.17	25.97	26.49	26.62
Rec. Maintenance Worker	2002	21.57	22.30	23.03	23.71
	2003	22.32	23.08	23.84	24.54
	2004	23.21	24.00	24.79	25.52
Sr. Rec. Maint. Wkr.	2002	24.46	24.56	24.76	25.39

	2003	25.32	25.42	25.63	26.28
	2004	26.33	26.44	26.66	27.33
Senior Maint. Repairer	2002	24.46	24.57	24.76	25.39
	2003	25.32	25.43	25.63	26.28
	2004	26.33	26.45	26.66	27.33
Senior Mechanic	2002	24.87	24.98	25.15	25.39
	2003	25.74	25.85	26.03	26.28
	2004	26.77	26.88	27.07	27.33

<u>ANNUAL SALARY:</u>	<u>YEAR</u>	<u>MIN</u>	<u>MAX</u>
Building Maintenance Worker	2002	25,243	36,079
	2003	26,127	37,342
	2004	27,172	38,836
Maintenance Repairer	2002	40,186	51,440
	2003	41,593	53,240
	2004	43,257	55,370

Effective January 1, 2002, a wage increase of three and fifty (3.50%) percent shall be given to all employees.

Effective January 1, 2003 a wage increase of three and fifty (3.5%) percent shall be given to all employees.

Effective January 1, 2004 a wage increase of four (4.00%) percent shall be given to all employees.

SALARY SCHEDULE TIER 2

JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

EMPLOYEES HIRED AFTER JANUARY 1, 1995

<u>JOB TITLE</u>	<u>YEAR</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4th</u>
Laborer	2002	10.00	11.00	12.00	13.00
	2003	10.00	11.00	12.00	13.00
	2004	10.00	11.00	12.00	13.00
Building Maintenance Worker	2002	10.00	11.00	12.00	13.00
	2003	10.00	11.00	12.00	13.00
	2004	10.00	11.00	12.00	13.00
Rec. Maintenance Worker	2002	11.00	12.00	13.00	14.00
	2003	11.00	12.00	13.00	14.00
	2004	11.00	12.00	13.00	14.00
Senior Rec. Maintenance Worker	2002	13.00	14.00	15.00	15.50
	2003	13.00	14.00	15.00	15.50
	2004	13.00	14.00	15.00	15.50
Senior Mechanic	2002	16.00	16.00	16.00	16.00
	2003	16.00	16.00	16.00	16.00
	2004	16.00	16.00	16.00	16.00
Sr. Maint. Repairer	2002	16.00	16.00	16.00	16.00
	2003	16.00	16.00	16.00	16.00
	2004	16.00	16.00	16.00	16.00

Individuals receive a percentage raise only after they have attained their maximum in title.

2. Funeral Leave

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

B. Immediate family shall mean spouse, child, parents, brother, sister, niece, nephew, brother-in-law, sister-in-law, brother or sister of spouse, parents and grandparents of spouse.

C. In the event of the death of an aunt or uncle, he shall receive one (1) day off with full pay to attend funeral. Upon request of all above situations, written proof of the relationship shall be submitted to the Director of the Department.

3. Lunch Allowance

In accordance with departmental policy, an employee shall be entitled to a meal allowance of five dollars (\$5.00).

4. Overtime

A. Overtime is classified as time worked after a normal workday or work week, Monday through Friday, 7:00 a.m. to 3:30 p.m., with half hour lunch. Two 15 minute breaks, one morning, one afternoon is included in workday. Workers will be asked for overtime according to a rotating seniority list, with the list resuming from last person who worked.

B. Overtime shall be paid at the rate of time and one-half the hourly base rate. Continuous working past normal workday will be paid one and one-half times base rate for time worked. If called in from home, minimum of two (2) hours will be paid.

C. Sundays and holidays shall be paid at the rate of two (2) times the employees' hourly base rate for all time worked. This is in addition to the payment of holiday pay. Earned overtime will be paid on the payday following the pay period in which the overtime was worked.

5. Personal Days

An employee shall be entitled to two (2) personal days each calendar year with pay at the rate of the employees' daily base rate.

Requests for personal days off must be made and approved by the Director of the Department no less than twenty-four hours in advance of the date desired. Personal days shall be scheduled according to the department's leave allotment schedule.

6. Seniority

Seniority is defined as an employee's length of service determined by his last date

of hire by the City for the Recreation Department.

Layoff from and recall to work from layoff only shall be on the basis of seniority as defined above.

7. Clothing

As of January 1, 2002, employees will be furnished with the following:

2 pair of work shoes on a wear and tear basis. Shoes will be bought by employee, and upon receipt to department, reimbursed a maximum of \$80.00.

1 Winter jacket every odd number year, i.e. 1999, etc.,

1 spring jacket annually,

5 shirts, 5 pants or jeans - If employee request jeans, costs of jeans must be equal to cost of pants. 5 tee-shirts

1 set of rain gear (jacket, pants and overboots)

8. Clothing Maintenance

A clothing maintenance payment of seventy-five (\$75.00) dollars per year shall be paid to employees on the first payday of the year. This money is used for cleaning costs of uniforms at home.

9. Skeleton Day

The day after Thanksgiving shall be considered a skeleton day. Workers will be asked according to seniority overtime list to work. Those chosen will have the following Monday off.

10. Portable Radios

Portable radio's will be furnished to the Recreation Department on a hand me down basis, from the Public Works, Fire or Police Department not to exceed a total of 5 or 1 per working crew.

11. Grievance Procedure

A grievance shall be defined as a difference of opinion or dispute between an employee covered by these terms and conditions and the Recreation Department of

the City of Linden, New Jersey concerning wages, benefits and conditions of work.

STEP 1. In the event of a grievance, an employee shall present it to his foreman within two (2) working days of its occurrence. If the employee does not present the grievance in time, it shall be considered cancelled. If the grievance is not satisfactorily settled within two (2) additional working days it shall proceed to step 2.

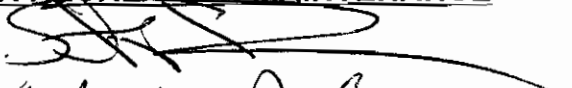
STEP 2. Within two (2) working days of the completion of step 1., the employee and director of the department shall meet to discuss the grievance. The employee may request the departmental employee representative to represent him if he so desires. The Director shall answer the grievance within two (2) working days of the meeting.

STEP 3. If the grievance is not settled at the previous step within seven F(7) calendar days the employee shall meet with the Director of the department and the Councilmanic Recreation Committee. The employee may request the departmental employee representative to represent him if he so desires.

STEP 4. If the grievance is not settled within seven (7) calendar days of the meeting of the previous step, it may be submitted to the Department of Personnel of the State of New Jersey. This must take place within fourteen (14) calendar days of the completion of step 3. In the event the employee fails to do so, the City's disposition of the grievance in step 3 shall be final and binding upon the employees and the City. In the event the City or its representatives fail to meet the time limits stated in this procedure, the grievance shall proceed to the next step.

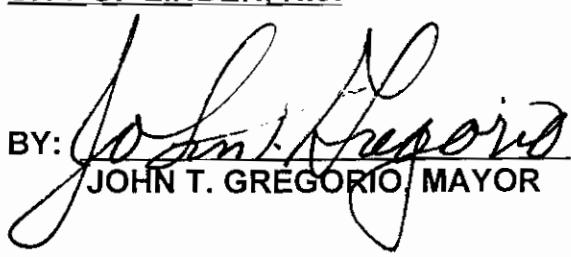
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FOR RECREATION MAINTENANCE

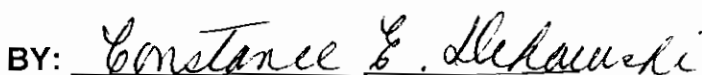
BY: 
ANTHONY DICOSMO

DATE: 8-17-01

CITY OF LINDEN, N.J.

BY: 
JOHN T. GREGORIO, MAYOR

DATE: 8/21/2001

BY: 
DEPUTY CITY CLERK

DATE: 8/21/2001