

3-0332

20-09

AGREEMENT

BETWEEN THE CITY OF LINDEN AND LINDEN SUPERVISORS' ASSOCIATION

PREAMBLE

This Agreement, effective January 1, 1986, and terminating December 31, 1987, between the City of Linden, New Jersey hereafter referred to as the "City," and the Linden Supervisors' Association, hereafter referred to as the "L.S.A.", constitutes the entire agreement between the parties, and no verbal statement by either party shall supersede any of its provisions.

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

ARTICLE I

RECOGNITION AND AREA OF BARGAINING AND MEMBERSHIP

Section 1. Recognition

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

Section 2. Scope of Bargaining Unit

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

Section 3. Membership

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

1/1/86 - 12/31/87

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. Association Dues

a. The City agrees to deduct Association dues from each bonafide member of the Association from the 1st and 14th pay period in equal dollar amounts. Deducted Association dues will be transmitted with a list of Association employee members to the official address of the Association, or upon written authorization, to the President or Treasurer within 15 calendar days of the date of 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 80% 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, to a maximum of ten (10) days annually 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's 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: spouse, child, parent, brother or sister.

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, 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.

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. 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

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 ten thousand dollars (\$10,000.).

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

c. Any employee leaving the 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.

ARTICLE IV

WAGES

Section 1. Wages

a. Attached is a schedule of the Base Salaries of all covered employees for the year 1985.

b. For the year 1986, all covered employees shall receive a 5½% increase in base salary retroactive to January 1, 1986 and effective January 1, 1987 an additional 4½%.

Section 2. Increments

All members who have not attained their maximum shall receive \$600.00 per year increments, until maximum is reached, effective January 1, 1986 and January 1, 1987. Members who have attained their maximum shall receive \$300.00 effective January 1, 1986 and \$300.00 effective January 1, 1987.

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 1986 and 1987.

Section 4. Death of Employee

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

Section 5.

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

ARTICLE 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 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.

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 Department Head, 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
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 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 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

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

ARTICLE XII
EDUCATION

Section 1. Entitlement

All members are entitled to \$300.00 per annum for job related educational expenses.

Section 2. Approval

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

Section 3. Reimbursement

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

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

- a. Series 1420 Blue Cross/Blue Shield, Rider J and Major Medical
- b. Family Dental Plan
- c. Vision Plan
- d. Medical Prescription

The entire cost of the premiums to the forgoing health insurance plans will be borne 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 \$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 benefit 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 an L.S.A. member is reinstated to his position, and/or found innocent of any charges.

ARTICLE XVI

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 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

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 Civil Service 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 XIX

DURATION

The duration of this Agreement shall extend through December 31, 1987. 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 XX

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 L.S.A. Grievance Committee, the affected Department Head and the Department Councilmanic Committee shall meet to resolve the grievance. 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 L.S.A. Grievance Committee shall meet with the City's Councilmanic 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 L.S.A. Grievance Committee shall meet with the Mayor, City Council and City Labor Negotiator 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 *George Hudak*
GEORGE HUDAK, MAYOR

Val D. Imbriaco
VAL D. IMBRIACO, CITY CLERK

LINDEN SUPERVISORS'S ASSOCIATION

ATTEST:

By *Irving Gutkin*
IRVING GUTKIN, 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: *9/23/86*