

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

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**JANUARY 1, 2005 THROUGH DECEMBER 31, 2008**

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**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.

**1. Wage Rates**

**SALARY SCHEDULE TIER 1  
JANUARY 1, 2005 THROUGH DECEMBER 31, 2008  
EMPLOYEES HIRED BEFORE JANUARY 1, 1995**

<u>Wage Rates</u>	<u>YEAR</u>	<u>START</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>
Laborer	2005	\$20.87	21.73	22.53	23.33
	2006	\$21.70	22.60	23.43	24.26
	2007	\$22.57	23.50	24.37	25.23
	2008	\$23.47	24.44	25.34	26.24
Heat & Air Conditioner Mechanic	2005	\$17.79	19.74	21.66	23.63
	2006	\$18.50	20.53	22.53	24.58
	2007	\$19.24	21.35	23.43	25.56
	2008	\$20.01	22.20	24.37	26.58
Mason	2005	\$21.63	23.65	25.68	27.70
	2006	\$22.50	24.60	26.71	28.81
	2007	\$23.40	25.58	27.78	29.96
	2008	\$24.34	26.60	28.89	31.16
Carpenter	2005	\$21.63	23.65	25.68	27.70
	2006	\$22.50	24.60	26.71	28.81
	2007	\$23.40	25.58	27.78	29.96
	2008	\$24.34	26.60	28.89	31.16
Painter	2005	\$21.63	23.65	25.68	27.70
	2006	\$22.50	24.60	26.71	28.81
	2007	\$23.40	25.58	27.78	29.96
	2008	\$24.34	26.60	28.89	31.16
Equipment Operator Parks	2005	\$25.48	26.24	27.01	27.76
	2006	\$26.50	27.29	28.09	28.87
	2007	\$27.56	28.38	29.21	30.02
	2008	\$28.66	29.52	30.38	31.22
Electrician	2005	\$26.18	27.01	27.55	27.68
	2006	\$27.23	28.09	28.65	28.79
	2007	\$28.32	29.21	29.80	29.94
	2008	\$29.45	30.38	30.99	31.14
Rec. Maintenance Worker	2005	\$24.14	24.96	25.78	26.54
	2006	\$25.11	25.96	26.81	27.60
	2007	\$26.11	27.00	27.88	28.70

	2008	\$27.15	28.08	29.00	29.85
Sr. Rec. Maint. Wkr.	2005	\$27.38	27.50	27.73	28.42
	2006	\$28.48	28.60	28.84	29.56
	2007	\$29.62	29.74	29.99	30.74
	2008	\$30.80	30.93	31.19	31.97
Senior Maint. Repairer	2005	\$27.38	27.51	27.73	28.42
	2006	\$28.48	28.61	28.84	29.56
	2007	\$29.62	29.75	29.99	30.74
	2008	\$30.80	30.94	31.19	31.97
Senior Mechanic	2005	\$27.84	27.96	28.15	28.42
	2006	\$28.95	29.08	29.28	29.56
	2007	\$30.11	30.24	30.45	30.74
	2008	\$31.31	31.45	31.67	31.97

<u>ANNUAL SALARY:</u>	<u>YEAR</u>	<u>MIN</u>	<u>MAX</u>
Building Maintenance Worker	2005	\$28,259	\$40,389
	2006	\$29,389	\$42,005
	2007	\$30,565	\$43,685
	2008	\$31,788	\$45,432
Maintenance Repairer	2005	\$44,987	\$57,585
	2006	\$46,786	\$59,888
	2007	\$48,657	\$62,284
	2008	\$50,603	\$64,775
Senior Painter	2005	\$58,646	\$61,646
	2006	\$60,992	\$64,112
	2007	\$63,432	\$66,676
	2008	\$65,969	\$69,343

Effective January 1, 2005, a wage increase of four-percent (4%) shall be given to all eligible employees covered by this Agreement. Effective January 1, 2006, a wage increase of four-percent (4%) shall be given to all eligible employees covered by this Agreement. Effective January 1, 2007, a wage increase of four-percent (4%) shall be given to all eligible employees covered by this Agreement. Effective January 1, 2008, a wage increase of four-percent (4%) shall be given to all eligible employees covered by this Agreement.

**SALARY SCHEDULE TIER 2  
JANUARY 1, 2005 THROUGH DECEMBER 31, 2008  
EMPLOYEES HIRED AFTER JANUARY 1, 1995**

<b><u>GRADE/JOB TITLE</u></b>	<b><u>YEAR</u></b>	<b><u>1<sup>ST</sup></u></b>	<b><u>2<sup>ND</sup></u></b>	<b><u>3<sup>RD</sup></u></b>	<b><u>4<sup>th</sup></u></b>
<b>Grade 1- Laborer</b>	2005	10.00	11.00	12.00	13.00
	2006	10.00	11.00	12.00	13.00
	2007	10.00	11.00	12.00	13.00
	2008	10.00	11.00	12.00	13.00
<b>Grade 2- Building Maintenance Worker</b>	2005	10.00	11.00	12.00	13.00
	2006	10.00	11.00	12.00	13.00
	2007	10.00	11.00	12.00	13.00
	2008	10.00	11.00	12.00	13.00
<b>Grade 3- Maintenance Repairer</b>	2005	12.00	13.00	14.00	14.00
	2006	12.00	13.00	14.00	14.00
	2007	12.00	13.00	14.00	14.00
	2008	12.00	13.00	14.00	14.00
<b>Grade 3- Rec. Maintenance Worker</b>	2005	11.00	12.00	13.00	14.00
	2006	11.00	12.00	13.00	14.00
	2007	11.00	12.00	13.00	14.00
	2008	11.00	12.00	13.00	14.00
<b>Grade 4- Senior Rec Maintenance Worker</b>	2005	13.00	14.00	15.00	15.50
	2006	13.00	14.00	15.00	15.50
	2007	13.00	14.00	15.00	15.50
	2008	13.00	14.00	15.00	15.50
<b>Grade 5- Senior Mechanic</b>	2005	16.00	16.00	16.00	16.00
	2006	16.00	16.00	16.00	16.00
	2007	16.00	16.00	16.00	16.00
	2008	16.00	16.00	16.00	16.00
<b>Grade 6- Sr. Maint. Repairer</b>	2005	16.00	16.00	16.00	16.00
	2006	16.00	16.00	16.00	16.00
	2007	16.00	16.00	16.00	16.00
	2008	16.00	16.00	16.00	16.00
<b>Grade 7-HVAC Mechanic</b>	2005	15.00	16.23	17.46	18.70
	2006	15.00	16.23	17.46	18.70
	2007	15.00	16.23	17.46	18.70
	2008	15.00	16.23	17.46	18.70

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

Upon being promoted to a higher grade level all employees in Tier 2 shall receive a promotional increase equivalent to \$0.75 per hour for every grade level promoted (i.e. Grade Level 1 to Grade Level 4 would be a \$2.25 per hour increase over their present hourly rate of pay.).

Effective January 1, 2005, a wage increase of four-percent (4%) shall be given to all eligible employees covered by this Agreement. Effective January 1, 2006, a wage increase of four-percent (4%) shall be given to all eligible employees covered by this Agreement. Effective January 1, 2007, a wage increase of four-percent (4%) shall be given to all

eligible employees covered by this Agreement. Effective January 1, 2008, a wage increase of four-percent (4%) shall be given to all eligible employees covered by this Agreement.

## **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. Hours of Work**

All employees shall work a normal workday and work week Monday through Friday. A normal workday shall be comprised of an eight (8) hour day and a normal work week comprised of forty (40) hours per week. The eight (8) hours of work per day shall be performed between 7:00 a.m. and 3:30 p.m. All employees shall be provided a half hour (½) lunch break.

## **5. Overtime**

**A.** Overtime is classified as time worked after a normal workday or work week. Workers will be asked for overtime according to a rotating seniority list, with the list resuming from last person who worked or was offered overtime.

**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.

## **6. 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.

**7. 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.

**8. 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)

**9. 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.

**10. 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.

**11. 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.

**12. Health Insurance**

**A.** Effective January 1, 2005, all new employees hired after March 1, 2005, shall enroll in the Managed Health Program, as implemented by the City of Linden.

**B.** All bargaining unit members, employed prior to March 1, 2005, covered by this Agreement and their eligible dependents shall be entitled to full coverage for health insurance, including Rider "J" and Major Medical, the premiums of which shall be paid for by the City. Additionally, upon retirement, all employees and their eligible dependents shall be entitled to all health benefits as provided through Chapter 88 Public Laws of the State of New Jersey–1974, as it exists and may be amended.

**C.** The City shall provide all employees and their eligible dependents with a dental care plan, vision care plan and prescription drug plan. Effective January 1, 2005, the prescription co-payment shall be increased to \$10.00 for generic drugs and \$20.00 for name brand drugs.

**D.** The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than \$15,000.00 and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

**E.** The City reserves the right to change insurance carriers and/or plans or to self insure so long as substantially similar benefits are provided.

### **13. 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 (7) calendar days the employee shall meet with the Director of the department and the Councilman 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**

**CITY OF LINDEN, N.J.**

BY: \_\_\_\_\_  
ANTHONY DICOSMO

BY: \_\_\_\_\_  
JOHN T. GREGORIO, MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
VAL D. IMBRIACO, CITY CLERK

DATE: \_\_\_\_\_