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2
3 AGREEMENT
4

5 between the
6

7 CITY OF LINWOOD
8

9 ATLANTIC COUNTY, NEW JERSEY
10

11 And

12 LINWOOD UNIFORMED FIREFIGHTERS ASSOCIATION

13 LOCAL UNION #4370

14 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

15 AFL-CIO, CLC
16

17 January 1, 2025 through December 31, 2029
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1
2 AGREEMENT

3 This agreement entered into this _____ day of _____, 2025, by and
4 between the CITY OF LINWOOD, in the County of Atlantic, a Municipal Corporation of the State
5 of New Jersey, hereinafter called the "City", and the International Association of Fire Fighters
6 Local #4370 duly appointed representative of the Linwood Uniformed Firefighters Association,
7 hereinafter called the "Association", represents the complete and final understanding on all
8 bargainable issues between the City and the Association.

9 ARTICLE I

10 PURPOSE

11 This Agreement is entered into pursuant to the provision of Chapter 123, Laws of 1974
12 (N.J.S.A. 34:13A-1, et seq.) of the State of New Jersey to promote and ensure harmonious
13 relations, cooperation and understanding between the City and the Association; to provide for the
14 resolution of legitimate grievances, and; to prescribe the rights and duties of the City and the
15 Association, all in order that the public service shall be expedited and effectuated in the best
16 interest of the people of the City.

17 ARTICLE II

18 EMPLOYEE REPRESENTATIVE and EMPLOYEE CLASSIFICATIONS

19 A. Majority Representatives and EMPLOYEE CLASSIFICATIONS

20 1. The City hereby recognizes the Association as the sole and exclusive negotiating agent and
21 representative for all full and regular part-time paid firefighter employees of the City. The
22 Association shall have all the rights and privileges pursuant to N.J.S.A. 34:13A-1, et seq.

2. The title Firefighter shall be defined to include the plural as well as the singular and to include males and females, can be used interchangeably with the term employee and whose duties are described in Appendix A. Job Description: Firefighter.

3. Where full-time firefighter is specified in this Agreement it shall mean those firefighters employed by the City on a full-time basis.

4. Where part-time firefighter is specified in this Agreement, it shall mean those firefighters employed by the City on a regular part-time firefighter basis.

5. Captain shall refer to the City's appointed supervisor whose duties are described in Appendix B. Job Description; Captain. The Captain shall directly participate with the City's Public Safety Committee or its survivor committee on Fire Department related issues.

B. Delegates

1. One (1) Delegate or alternate, named by the Association, shall be excused by the Captain, without loss of pay, to attend regular meetings of the Association which occur monthly, providing that there is coverage on that particular shift.

2. It is understood that the delegate or alternate shall return to duty immediately following said meeting.

3. In the event that the delegate is unavailable due to illness, or on vacation, the alternate shall assume his duties and attend such meetings.

4. The name of the Delegate and his alternate shall be registered with the Governing Body and with the Captain.

5. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Association understand and agree that any such off-duty time

1 spent shall not be compensated by the City and shall not be considered “compensable hours”
2 pursuant to the Fair Labor Standards Act.

3 ARTICLE III

4 GRIEVANCE PROCEDURE

5 A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution
6 to the problems which may arise affecting the terms and condition of employment under this
7 Agreement.

8
9 B. Nothing herein shall be construed as limiting the rights of any employee having a grievance to
10 discuss the matter informally with any appropriate member of the Department.

11
12 C. 1. With regard to employees, the term “grievance” as used herein means an appeal by any
13 individual employee or the Association on behalf of an individual employee or group of
14 employees, from the interpretation, application or violation of policies, agreements, and
15 administrative decisions affecting them.

16 2. With respect to employee grievances, no grievance may proceed beyond Step Four herein
17 unless it constitutes a controversy arising over the interpretation, application or alleged violation
18 of the terms and condition of the Agreement. Disputes concerning terms and condition of
19 employment controlled by statute or administrative regulation, incorporation by reference in this
20 Agreement, either expressly or by operation of law, shall not be processed beyond Step Four
21 herein.

22 3. Workday shall be defined as Monday through Friday, City holidays excluded.

1 D. The following constitutes the sole and exclusive method for resolving grievances between the
2 parties covered by the Agreement and shall be followed in its entirety unless any step is waived
3 by mutual written consent.

4 Step One: The aggrieved or the Association shall institute action under the provisions hereof
5 within fifteen (15) calendar days after the event giving rise to the grievance has occurred or
6 knowledge thereof, and an earnest effort shall be made to settle the differences between the
7 aggrieved employee and the Captain for the purpose of resolving the matter informally. Failure
8 to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of
9 the grievance.

10 Step Two: If no agreement can be reached orally within ten (10) work days after the initial
11 discussion with the Captain pursuant to Step 1, the employee or Association may present the
12 grievance in writing within ten (10) work days thereafter to the Chief of the Department and
13 the Council Representative for Public Safety. The written grievance at this Step shall contain
14 the relevant facts and a summary of the preceding oral discussion, the applicable Section of the
15 contract violated, and the remedy requested by the grievant. The Chief or Council
16 Representative for Public Safety will answer the grievance in writing within ten (10) work days
17 of receipt of the written grievance.

18 Step Three: If the employee or Association wishes to appeal the Step Two decision, such an
19 appeal shall be presented in writing to the City Council within ten (10) work days after receipt
20 of the decision by the Association from when the decision was due. This presentation shall
21 include copies of all previous correspondence relating to the matter in dispute. The City
22 Council shall respond, in writing to the grievance within thirty (30) work days of the
23 submission. The City Council may act as a whole, or by the President of the Council or his
24 designee in the sole discretion of the President.

1 Step Four: If the grievance is not settled through Steps One, Two or Three, only the
2 Association or the City shall have the right to submit the dispute to arbitration pursuant to the
3 rules and regulations of the Public Employment Relations Commission with ten (10) work days
4 after receipt of the response from the City Council or from when the decision was due. The
5 costs for the services of the arbitrator shall be borne equally by the City and the Association.
6 Any other expenses, including but not limited to the presentation of witnesses, shall be paid by
7 the parties incurring same.

8
9 E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has
10 jurisdiction to hear and decide the matter in dispute.

11 2. The arbitrator shall be bound by the provisions of the Agreement and the Constitution and
12 Laws of the State of New Jersey, and be restricted to the application of the facts presented to
13 him involved in the grievance. The arbitrator shall not have the authority to add to, modify,
14 detract from or alter in any way the provisions of the Agreement or any amendment or
15 supplement thereto. The decision of the arbitrator shall be final and binding.

16
17 F. Upon prior notice to and authorization of the Council Representative for Public Safety, the
18 designated Association Representative shall be permitted as members of the Grievance Committee
19 to confer with the employees and the City and specific grievances in accordance with the grievance
20 procedure set forth herein during work hours of employees, without loss of pay, provided the
21 conduct of said business does not diminish the effectiveness of the City Fire Department.

22
23 G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been
24 initiated within the time limits specified, then the grievance shall be deemed to have been

1 abandoned. If any grievance is not processed to the next succeeding step in the grievance
2 procedure within the time limits prescribed there under, then the disposition of the grievance at the
3 last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time
4 limits prescribed for decision at any step in the grievance procedure, then the grievance shall be
5 deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to
6 extend or contract the time limits for processing the grievance at any step in the grievance
7 procedure.

8 H. The Association shall be notified by the City if an employee files a grievance directly. If so, a
9 representative designated by the Association shall have the right to be present at all steps of the
10 grievance procedure.

11 ARTICLE IV

12 NON-DISCRIMINATION

13 A. The City and the Association agree that there shall be no discrimination against any employee
14 because of race, creed, color, religion, sex, national origin, political affiliation or any other legally
15 protected classification.

16
17 B. The City and the Association agree that all employees covered under this Agreement have the
18 right without fear of penalty or reprisal to form, join and assist any employee organization or to
19 refrain from any such activity. There shall be no discrimination by the City or Association against
20 any employee because of the employee's membership or non-membership or activity or non-
21 activity in the Association.

22 C.

23 ARTICLE V

24 BULLETIN BOARDS

1 A. The Association shall have the use of the bulletin board in the Fire Department Office for the
2 posting of notices relating to meetings and official business of the Association only.
3

4 B. Only material authorized by the signature of the Association President, Delegate or
5 Secretary/Treasurer shall be permitted to be posted on said bulletin board.

6 ARTICLE VI

7 MANAGEMENT RIGHTS

8 A. The City hereby retains and reserves unto itself, without limitation, all powers, rights,
9 authority, duties and responsibilities conferred upon and vested in it prior to the signing of the
10 Agreement by the laws and Constitution of the State of New Jersey and of the United States,
11 including, but without limiting the generality of the foregoing, and following rights:

12 1. The executive management and administrative control of the City Government, all of its
13 properties and facilities, and the activities of its employees;

14 2. Hiring and firing of all employees in accordance with the limitations of law;

15 3. Appeals shall be subject to grievance procedures;

16 4. Determination of qualifications for employment and conditions for continued employment
17 or assignment;

18 5. To promote, transfer, demote or terminate employees;

19 6. To lay off and/or discontinue jobs;

20 7. To maintain efficiency in its operations;

21 8. To determine the methods, means, processes and personnel by which its operations are to
22 be conducted;

23 9. To make rules and regulations governing conduct and safety;

24 10. To schedule hours of works;

1 11. To take all disciplinary action, including suspension and discharge for just cause;

2 12. To take all necessary action to provide necessary service to the public in emergency
3 situations;

4 13. To exercise complete control and discretion over the organization of the city, its
5 departments and employees and the technology of performing the work of the City and
6 departments. The exercise of any power, right, authority or responsibility of the City,
7 regardless of whether specifically hereinbefore enumerated and the adoption of policies,
8 rules, regulations and practices in the implementation thereof and the use of judgment and
9 discretion in connection therewith shall be limited only by the specific and express written
10 terms of this Agreement and conformity with the Constitution and Laws of the State of New
11 jersey and of the United States.

12
13 B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City,
14 the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use
15 of judgment and discretion in connection therewith, shall be limited only by the specific and
16 express terms of this Agreement and then only to the extent such specific and express terms hereof
17 are in conformance with the constitution and the laws of New Jersey and of the United States.

18
19 C. Nothing contained herein shall be construed to deny or restrict the City of its rights,
20 responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or
21 regulations. The City will not establish new rules or regulations or modify existing rules and
22 regulations without prior consultation with the Association.

1 The parties agree that the Captain and other officers shall exercise their supervisory duties
2 faithfully, irrespective of the fact that they have or may have maintained affiliation with the
3 Association.

4 ARTICLE VII

5 6 OUTSIDE EMPLOYMENT

7 A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while
8 off-duty.

9
10 B. It is understood that the full-time employees will consider their position with the City as their
11 primary job. Any outside employment must not interfere with the employee's efficiency in his
12 position with the City and must not constitute any conflict of interest.

13
14 C. No employee planning to or engaging in outside employment during the off-duty hours shall
15 be permitted to wear the regulation City uniform.

16
17 D. All outside employment for full-time employees shall be listed with the City Clerk, shall
18 conform to the provisions of Paragraph B herein and shall be approved by the Governing body.

19 ARTICLE VIII

20 EXCHANGE OF SHIFTS

21 A. The Captain, at his sole discretion, may grant reasonable requests of employees to exchange
22 shifts with other employees. Under no circumstances will employees be permitted to exchange
23 shifts if such exchange would entitle either employee to receive overtime.

1 B. The City and the Association understand and agree that all time worked pursuant to an
2 exchange of shifts shall not constitute "compensable" hours for the purposes of overtime pursuant
3 to the Fair Labor Standards Act.

4 ARTICLE IX

5 STRIKES and LOCKOUTS

6 A. The Association and employees assure and pledge to the City that their goals and purposes are
7 such as to condone no strikes by employees nor work stoppages, slow-downs, or any other such
8 methods which would interfere with services to the public or violate the Constitution and laws of
9 the State of New Jersey. The Association and employees will not initiate such activities nor
10 advocate or encourage other employees to initiate the same, and the Association and employees
11 will not support any member of this organization acting contrary to this provision.

12
13 B. In exchange for the Association agreeing to Article IX, Section A above, the City agrees that
14 it will not lockout employees during the term of this Agreement.

15 ARTICLE X

16 HOLIDAYS

17 A. All full-time employees covered by this Agreement shall receive fourteen (14) paid holidays.
18 If a holiday is worked or not scheduled to be worked by a particular employee, he or she may take
19 it at any time during the calendar year and may run consecutively, with the employee's vacation
20 schedule. Any employee planning to use a holiday must provide at least a five (5) day notice.
21 Response by the Captain will be no later than twenty-four (24) hours from receipt of request. A
22 request may be made later than five (5) days prior to the date requested, but it may be granted or
23 denied in the sole discretion of the Captain. Each request will be decided on its own merits. The

specific holiday schedule shall be subject to approval of the Captain, who will insure the continued efficiency and operation of the Fire Department of the City.

B. The following holidays will be observed.

- | | |
|------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin L. King, Jr. | 9. Veteran's Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Good Friday | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. Christmas Eve |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

For calendar years covered by this Agreement, it is understood and agreed by and between the parties that any firefighter who works on the dates indicated for celebration of the above holidays in the respective contract years shall have the option of taking the shift off anytime during the calendar year or submitting an overtime report for that shift and being paid time and one-half, in which case the firefighter shall not have any right to take any time off for that shift. New Year's Day, Independence Day, Christmas Eve and Christmas Day shall be celebrated on the actual holiday and not the City recognized day.

C. Employees terminating their employment with the City or having their employment with the City terminated by the City shall be entitled to be paid for all accrued holidays on a pro-rata basis. If the number of holidays utilized by an employee exceeds the number to which he was entitled to take by the date of termination, the City shall be entitled to re-coup compensation for the excess number of holidays taken based on the list of holidays and the date of severance.

D. For all hours worked on observed Holidays, part-time employees shall be paid time and one-half of their normal pay rate at that time.

E. For purposes of defining time, it is agreed to define one day as fourteen hours.

ARTICLE XI

VACATIONS

A. Any full-time employee during his first year of employment shall be entitled to a maximum of six (6) days paid vacation which shall accrue as follows:

One day at the end of the seventh month and one additional day at the end of each subsequent month, up to and including the twelfth month.

B. No vacation days shall be taken prior to the accrual thereof. Thereafter, an employee shall be entitled to a paid vacation according to the following schedule:

Length of service	For full-time employees hired PRIOR to 1/1/2005	For full-time employees hired AFTER 1/1/2005
Beginning the second (2) year of service up to and including six (6) years of service	Thirteen (13) working days paid vacation	Eleven (11) working days paid vacation
Beginning seven (7) years of service	Fifteen (15) working days paid vacation	Thirteen (13) working days paid vacation
Beginning eight (8) years of service	Sixteen (16) working days paid vacation	Fourteen (14) working days paid vacation
Beginning nine (9) years of service	Seventeen (17) working days paid vacation	Fifteen (15) working days paid vacation
Beginning ten (10) years of service	Eighteen (18) working days paid vacation	Sixteen (16) working days paid vacation
Beginning eleven (11) years of service	Twenty (20) working days paid vacation	Eighteen (18) working days paid vacation
Beginning sixteen (16) years of service	Twenty three (23) working days paid vacation	Twenty one (21) working days paid vacation
Beginning twenty (20) years of service and subsequent years' service thereafter	Twenty six (26) working days paid vacation plus one day for each year over twenty	Twenty four (24) working days paid vacation plus one day for each year over twenty

1
2 For all employees hired subsequent to the ratification of this Agreement, beginning at eleven (11)
3 years of service and thereafter, they shall receive a maximum of eighteen (18) working days paid
4 vacation.

5 C. An employee planning to use a vacation day must provide at least a fourteen (14) day notice.
6 Response by the Captain or his designee will be within seventy-two (72) hours of the date the
7 request is submitted. However, in the event of an unforeseen circumstance, a request may be made
8 within twenty-four (24) hours, which may be granted or denied in the sole discretion of the Captain.
9 If a firefighter submits a request for vacation at least twenty (20) days prior to the requested
10 vacation leave, the Captain or his designee shall respond within seventy-two (72) hours of the date
11 the request is submitted. Any vacation leave approved will not be rescinded to avoid the payment
12 of overtime to assure minimum manning requirements.

13
14 D. The employee may use accrued vacation in increments of one (1) hour by making the necessary
15 arrangements with the Captain. Employees must use all accrued vacation days for the current year,
16 within that year. Vacation days may not be carried over to the next year.

17
18 E. It is the intent of this Article to assure all employees covered by this Agreement that they shall
19 receive the maximum amount of actual vacation days to which they are entitled. Days on which
20 they are normally scheduled off that fall during the vacation period shall not be computed as part
21 of the vacation. Vacation time may be taken any time during the calendar year, subject to the
22 approval of the Captain.

1 F. Employees terminating their employment with the City or having their employment with the
2 City terminated by the City shall be entitled to be paid for all vacation days accrued on the pro-
3 rata monthly basis. If the number of vacation days utilized by an employee exceeds the number
4 to which he was entitled to take by the date of termination, the City shall be entitled to re-coup
5 compensation for the excess number of vacation days taken based on the date of severance.

6 G. For purposes of defining time, it is agreed to define one day as fourteen hours.

7 ARTICLE XII

8 PERSONAL DAYS

9 A. A personal day is to be used by full-time employees for the purpose of attending personal
10 obligations which cannot be addressed during scheduled working hours. Each employee shall be
11 entitled to three (3) personal days without giving a reason therefore. Personal days are to be
12 allotted on January 1 of each year. Approval of such days will not be unreasonably denied except
13 for reasons related to efficient operation of a department and will be made in the sole discretion of
14 the Captain. Personal days may not be carried over into the succeeding year. Any employee
15 planning to use a personal day must provide at least a five (5) day notice. Response by the Captain
16 will be no later than twenty-four (24) hours after the date receiving request.

17
18 B. Personal days are in addition to and are not to be deducted from vacation, holidays, comp. or
19 sick leave days.

20
21 C. It is the intent of this Article to make every effort to grant the personal day to the firefighter
22 requesting same by the Captain.

1 D. Firefighters terminating their employment with the City or having their employment with the
2 City terminated by the City shall be entitled to be paid for all personal days accrued on a pro-rata
3 basis. If the number of personal days utilized by an employee exceeds the number which he was
4 entitled to take by the date of termination, the City shall be entitled to re-coup compensation for
5 the excess number of personal days taken based on the date of severance.

6
7 E. For purposes of defining time, it is agreed to define one day as fourteen hours.

8 ARTICLE XIII

9 WORK WEEK and STAFFING

10 A. A full-time firefighter's work schedule as defined in this Agreement shall be one consisting of
11 twenty-four (24) hour shifts. Specifically, the schedule is twenty-four (24) hours on and forty-eight
12 (48) hours off and twenty-four (24) hours on and ninety-six (96) hours off.

13
14
15 B. All full-time firefighters shall be entitled to two (2) hours overtime each week in
16 recognition of working an average work week of forty-two (42) hours as opposed to forty (40).

17
18 C. A regular part-time firefighter's work week as defined in this Agreement should not exceed 30
19 hours per week on regular basis as presently outlined in the schedule for the members of the Fire
20 Department of the City. Should the part-time firefighter work more than 40 hours in a work week,
21 they shall be paid overtime as described in the Overtime section of this Agreement.

22 D. The forty-eight (48) hour work week is equivalent to a platoon. To maintain staffing for each
23 week, the City schedules four platoons per work week. The City agrees that on a twenty-four (24)

1 hour, seven (7) day per week basis, the paid firefighter staff shall be scheduled to provide a
2 minimum of one (1) firefighter for response to alarms.

3 ARTICLE XIV

4 SICK LEAVE

5 A. Sick leave applies to full-time employees and is hereby defined to mean absence from post of
6 duty by an employee because of illness or exposure to contagious disease.

7
8 B. An employee may utilize up to a maximum of five (5) accumulated sick days per year for
9 attendance upon a member of the employee's immediate family, seriously ill and requiring the
10 care or attendance of such employee.

11
12 C. 1. Any employee who shall be absent from work for five (5) or more consecutive working
13 days due to illness or leave and attendance of a member of the employee's immediate family shall
14 be required to submit acceptable medical evidence substantiating the illness.

15 2. Whenever it appears reasonable to the City, the City may require an employee on sick leave to
16 see the City physician, at the City's expense, to verify the illness.

17 3. If sick leave is not approved for just cause, the time involved during which the employee was
18 absent shall be charged to his vacation, if any, providing the employee agrees. Otherwise, he will
19 suffer loss of his pay for such unauthorized time.

20
21 D. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor
22 shall be required.

1 E. Sick leave shall accrue for regular full-time employees at the rate of one (1) eight (8) hour day
2 per month during the first calendar year of employment and fifteen (15) eight (8) hour working
3 days in every calendar year of employment thereafter and shall accumulate from year to year.

4
5 F. Sick leave for regular full-time employees hired after the ratification of this agreement shall
6 accrue at the rate of ten (10) eight (8) hour working days in every calendar year.

7
8 G. If an employee is absent from work for reasons that entitle him to sick leave, the Captain or
9 his designated representative shall be notified as early as possible, but no later than four (4) hours
10 prior to the start of the scheduled work shift from which he is absent, except in case of emergency.
11 Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute
12 cause for disciplinary action.

13
14 H. The term "immediate family" for the purposes of the Article shall be defined as a child, foster
15 child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of
16 an employee or any other individual related by blood to the employee or whose close association
17 with the employee is the equivalent of a family relationship. These relationships shall include step
18 relations.

19
20 I. Abuse of sick leave shall constitute cause for disciplinary action. An employee
21 who is found to have taken sick leave for days on which he was not sick, and for which he was not
22 taking family sick leave, will be charged with unpaid leave. Repeat occurrences will be treated
23 progressively and may result in disciplinary action up to and including termination from
24 employment.

1 J. Employees can accumulate unused sick time from year to year without limit. Employees who
2 retire with at least 10 years of full-time service with the City shall be paid for accrued but unused
3 sick time at the time of retirement. Regardless of the amount of accrued but unused sick time,
4 payment shall not exceed \$15,000.00.

5
6 K. The City agrees that any firefighter who uses less than four (4) sick shifts in any calendar year
7 shall receive an incentive bonus of \$300.00 to be paid no later than January 30 of the calendar year
8 next following the year in which the bonus was earned.

9
10 L. Sick Leave Buy-Back. At the option of any employee, hired prior to 2011, covered under
11 this Agreement, the City shall buy back up to forty-eight (48) hours of the employee's
12 accumulated sick leave per calendar year as follows:

13 1. The employee shall make a written request to the paid Captain of the Fire Department or
14 his/her designee for payment.

15 2. The rate of pay for this sick leave buy back shall be computed at the employee's hourly rate
16 of pay at the time of the buy back.

17 3. Payment shall be made in a lump sum, within thirty (30) calendar days of the employee's
18 written request.

19 4. For all employees hired subsequent to 2011, sick leave buy-back shall not be permitted.

20 ARTICLE XV

21 BEREAVEMENT LEAVE

22 A. Bereavement leave applies to full-time employees. In the event of death of the
23 employee's spouse, child, step-child, parent of the employee's child, parent, or step-parent, the

1 employee shall be granted time off without loss of pay, in no event to exceed five (5) working
2 days.

3
4 B. In the event of death of the employee's in-laws, foster child, grandparents, sister, brother,
5 grandchild or relative residing in his household, the employee shall be granted time off without
6 loss of pay, in no event to exceed three (3) working days provided that said employee attends the
7 funeral.

8 C. Bereavement leave may be extended beyond the three (3) or five (5) working day period
9 without pay at the sole discretion of the Fire Chairperson, Council President, Mayor or the Council
10 Representative for Public Safety.

11
12 D. The above shall not constitute sick, holiday, personal or vacation leave and shall not be
13 deducted from the employee's annual sick, holiday, personal or vacation leave. If an employee is
14 to be absent from work for a funeral as noted above, the Captain or his designated representative
15 shall be notified as early as possible, but no later than four (4) hours in advance of start of work
16 shift.

17 ARTICLE XVI

18 INJURY LEAVE

19 A. If an employee becomes disabled by reason of a work related injury or illness and is unable to
20 perform his duties, he shall be entitled to full pay for a period of up to one (1) year.

21 1. During an occupational injury absence, the employee will receive the difference between the
22 regular city salary and the payments from worker's compensation insurance.

1 2. In the event that payment for Workers Compensation is sent directly to the employee, the
2 employee must immediately notify the payroll department. Arrangements will be made to adjust
3 the employee's total income according to subparagraph "1" above.
4

5 B. Any employee who is injured, however slightly, while working, if he is able must make a report
6 in writing, prior to the end of the shift thereof to his immediate supervisor. If the employee is
7 unable to do so, his Supervisor shall make such a report. A Supervisor receiving or making such
8 a report will immediately notify administration of the incident and deliver the report. Failure by
9 the employee to make such report may be grounds for denying the employee compensation under
10 this Article.
11

12 C. The employee shall be required to present evidence by a certificate of a physician designated
13 by the insurance carrier that he is unable to work, and the City may reasonably require the
14 employee to present such certificate from time to time.
15

16 D. If the City does not accept the certificate of the physician designated by the insurance carrier,
17 the City shall have the right at its own cost to require the employee to obtain a physician
18 examination and certification of fitness by a physician appointed by the City.
19

20 E. In the event the City appointed physician certifies the employee is fit to return to duty, injury
21 leave benefits granted under this Article shall be terminated. However, if the employee disputes
22 the determination of the City appointed physician, then the City and the employee shall mutually
23 agree upon a third physician, who shall then examine the employee. The cost of the third physician
24 shall be borne equally by the City and the employee. The determination of the third physician as

1 to the employee's fitness to return to duty shall be final and binding upon the parties. In the event
2 the third physician also certifies the employee fit to return to duty, injury leave benefits granted
3 under this Article shall be terminated.

4
5 F. In the event any employee is granted injury leave, the City's sole obligation shall be to pay the
6 employee the difference between his regular pay and any compensation, disability or other
7 payments received from other resources. At the City's option, the employee shall either surrender
8 and deliver any compensation, disability or other payments to the City and receive his entire salary
9 payment, or the City shall only pay the difference.

10
11 G. If the City can prove that an employee has abused his privileges under this Article, the
12 employee will be subject to disciplinary action by the City, up to and including termination.

13
14 H. If the employee's injury is due to his failure to wear or utilize Personal Protective Equipment,
15 tools and/or devices supplied by the City, the City may refuse to pay the difference between the
16 employee's salary and Worker's Compensation claims as discussed in Section F above.

17 ARTICLE XVII

18 LEAVE FOR I.A.F.F. MEETINGS

19 A. The City agrees to grant time off without loss of regular straight time pay to the Executive
20 Delegate and President of the Association (or appointed alternates) for the purpose of attending
21 the regularly scheduled meetings of the State and District Association and Annual Convention as
22 per N.J.S.A. 40A:14-177, provided that at least seventy-two (72) hours written notice is given to
23 the Captain. The Association shall designate, at the beginning of each year, the Executive Delegate
24 and President. It is specifically understood that the employees so designated under this Section

1 shall not switch shifts in order to receive pay for the purpose of attending said meetings under this
2 Section; and it is also specifically understood that if any such meetings occur on a non-scheduled
3 period, the employee shall receive no pay. It is provided further that the granting of such leave
4 shall not interfere with the operation of the Fire Department of the City. The number of meetings
5 for which time off without loss of regular straight time pay shall be granted shall not exceed twelve
6 (12) per calendar year.

7
8 B. An employee attending any meeting covered by this Article on his off-duty time shall do so
9 voluntarily. The employee and the Association understand and agree that any such off-duty time
10 spent shall not be compensated by the City and Shall not be considered "compensable hours"
11 pursuant to the Fair Labor Standards Act.

12
13 C. The City agrees to grant time off without loss of regular straight-time pay to any employee
14 whose presence is necessary at any mutually scheduled negotiations session, grievance hearing or
15 proceeding, PERC proceeding, or any other meeting jointly scheduled.

16
17 D. It is specifically understood that the employees so designated under Section A or C shall not
18 switch shifts in order to receive pay for the purpose of attending said meetings under this Section;
19 and it is also specifically understood that if any such meetings occur on a non-scheduled period,
20 the employee shall receive no pay.

21 ARTICLE XVIII

22 LEAVE OF ABSENCE

23 A. Any full-time employee of the City Fire Department may request a leave of absence without
24 pay from his regular duties for a term up to one (1) year in order to participate in other interests

1 outside the Department, providing that such absence does not conflict with or adversely affect the
2 routine functioning of the Fire Department and the welfare of the City. Any employee who is
3 desirous of applying for such a leave shall submit to the Captain a written request, stating the
4 reasons for the leave and the proposed period of time involved, at least thirty (30) days prior to the
5 proposed commencement date of said leave, except in the case of illness. In case of illness, written
6 notice shall be given to City Council as soon as reasonably possible.

7
8 B. Any leave of absence from duty is subject to the approval of the City Council and the Mayor
9 and only if for a position with the county, state or federal government or another public interest
10 organization. Any employee of the City Fire Department may shorten the proposed term of a
11 leave by showing seven (7) days written notice of his intent to do so upon City Council.

12
13 C. Any employee will not qualify for salary raises, promotions, existing benefits or
14 any benefits which may occur or accrue during his absence. An employee who is on an authorized
15 leave of absence may continue to be a member of the City Group Health program by assuming the
16 full cost of the premiums. However, such a leave will not alter the salary of an employee upon his
17 return and for the purposes of calculating salary, benefits and seniority, the total leave time will be
18 subtracted from the total time of employment.

19
20 D. The City will grant a leave of absence to an employee whenever such leave is required by law
21 to fulfill United States Government Military and State Militia leaves:

22 2. 1. Leave and job protection for military service shall be granted according to State and Federal
23 Law. Annual Military Leave. Annual military leave is taken to fulfill annual training requirements
24 as a reservist in any military component.

- 1 a. A regular full-time employee will continue to receive his or her salary for up to
2 two (2) weeks in each calendar year in order to fulfill an annual military training
3 obligation as a member of the United States Armed Forces or National or State
4 Guard. The amount of the employee's basic military pay (exclusive of
5 allowances), including longevity pay, for up to two (2) weeks of training will
6 be deducted from the first payroll check that the employee receives following
7 return to work. [Refer to Subsection D b.] The amount of this deduction will
8 not exceed the employee's city salary for the same period.
- 9 b. If the employee's annual military training period extends beyond two (2) weeks
10 in a calendar year, the additional time must be taken either as vacation or as
11 leave without pay.
- 12 c. If a holiday occurs within the employee's two-week military training period, the
13 employee may observe the holiday on a later date during the same calendar
14 year. [Refer to Subsection D 3 B.]

15 3. Military Leave Induction

- 16 a. The employee will furnish a copy of the military orders to the supervisor and to
17 the appropriate Council representative.
- 18 b. The sign-out of the employee will be completed just as though the employee
19 were terminating, in the event that her or she does not return to city
20 employment. The City Clerk will send a letter to the employee prior to the
21 leave, giving information on reemployment rights, including those provided by
22 the State of New Jersey and federal statutes. Furthermore, the City Clerk will
23 ask the employee to notify the City of the expected discharge date and the
24 expected date of return to work, as soon as these dates are known.

1 4. Annual Military Training

2 a. The employee will furnish a copy of the military orders to the Captain
3 immediately upon receipt of said orders. The employee will provide the payroll
4 office with a copy of the military pay voucher as soon as possible after returning
5 from military duty.

6 b. An explanatory memo, signed by the Captain, should accompany the
7 employee's time report when the employee takes a holiday in lieu of the holiday
8 which occurred while absent for military training duty.

9 ARTICLE XIX

10 SALARIES

11 See attached Salary Grid, (Appendix "C"), which is attached hereto and incorporated
12 herein in full.

13 Note: for informational purposes in 2025 Frank Gabiel will start as Captain, Step 1 at
14 \$105,000.00; Tom Flynn will start as Firefighter, Step 7 at \$66,160.00; and Greg Cordere will start
15 a Firefighter, Step 10 at \$78,797.00.

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17
18
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20 ARTICLE XX

21 E.M.T. ALLOWANCE

22 A. Any firefighter who is NJ State Certified as an EMT shall receive an annual increment of five
23 hundred dollars (\$500.00). If the firefighter is certified for less than a full year, this amount shall
24 be prorated.

1
2 B. The E.M.T. Allowance shall be applied on the basis of the firefighters anniversary date of
3 employment. An employee's base salary rate shall be adjusted to include the E.M.T. Allowance
4 for overtime computation as well as for pension purposes. Such allowance shall be divided by the
5 number of pay checks in any calendar year and paid in the bi-weekly payroll.

6
7 C. In the event the employee fails to maintain the EMT certification the employee shall reimburse
8 the City the \$500.00 increment or the prorated amount if the certification is maintained for some
9 portion of the year.

10
11 D. All fulltime firefighters hired after January 1, 2000 must obtain the NJ E.M.T. certification
12 within the first year of employment. In the event the firefighter fails to obtain the certification,
13 within the first year of employment, the firefighter shall be terminated.

14 ARTICLE XXI

15 OVERTIME

16 A. Overtime shall consist of all hours in excess of a normal work week, heretofore defined in this
17 Agreement.

18
19 B. All employees covered by this Agreement shall in addition to their base pay be paid at the rate
20 of one and one-half (1 ½) time their straight time hourly rate of pay computed for all overtime
21 hours worked.

22
23 C. All overtime shall be paid bi-weekly, as earned.

1 D. Regardless of normal work week rules previously defined in this Agreement, all employees
2 covered under this Agreement and while off-duty who respond to the following emergencies:
3 “Working or Structure Fires, MVA-Jaws requests, FAST team assignments, Mutual Aid requests
4 or request for additional manpower” incidents that are toned out by the City’s Fire dispatcher, shall
5 be paid one and one-half times their prevailing pay rate at that time for a minimum of two (2) hours
6 up to a maximum of the hours actually worked for that incident.

7
8 E. Overtime or commensurate time off for employees on regular duty will commence after the
9 end of their regularly scheduled workday. The parties recognize and agree that if the City, through
10 the Captain, in its’ sole discretion, changes the employee’s regular workday, overtime will
11 commence at the end of the newly implemented regular workday. However, the parties recognize
12 and agree that the Captain will not change the employee’s regular duty day on a daily or individual
13 basis.

14
15 F. All employees who are required to certify or recertify to keep current, City required state
16 certification, at time other than their regular shift, shall be paid by the City at the applicable
17 overtime rate.

18
19 G. Any firefighter attending firematic or EMS classes or seminars shall be granted the time off
20 without being charged vacation or personal time.

21
22 H. Any full-time firefighter attending scheduled Training Drills will receive a minimum of two
23 (2) hours overtime and a maximum of six (6) hours overtime, per month, if not on duty at the time
24 of the drill. The Captain shall create an annual schedule of Training Drills for firefighters and

1 provide a copy of such schedule to the City. Firefighters shall attend a minimum of six Training
2 Drills annually measured from Jan 1st to Dec. 31. Part-time firefighters shall be paid at their
3 prevailing rate based on work week rules.

4
5 I. Any firefighter who does not attend the required annual training drills shall be placed on
6 probation for following year to cure the lack of attendance issue. If within the following year the
7 lack of attendance issue is cured by attending the minimum annual drills the probation is vacated.
8 If within the following year from being placed on probation, the lack of attendance issue is not
9 cured, the firefighter shall be terminated.

10 ARTICLE XXII

11 LONGEVITY

12 A. Each full time employee covered by this Agreement shall be paid in addition to his annual base
13 salary additional compensation based upon the length of his service and determined according to
14 the foregoing schedule:

<u>Years of Service</u>	<u>Longevity</u>
3 years	\$350.00
Each year after 3 to 30 years	\$350.00 plus \$125.00 for each additional year after 3 to 30 years up to a maximum of \$3,700.00

21 B. Longevity pay shall be applied on the basis of the firefighter's anniversary date of employment.
22 An employee's base salary rate shall be adjusted to include longevity pay for overtime computation
23 as well as for pension purposes. Such longevity pay shall be divided by the number of pay checks
24 in any calendar year and paid in the bi-weekly payroll.

25
26 C. Longevity pay does not apply to any full time employee hired after January 1, 2005.

1
2 D. The city shall pay a \$350 bonus for any part-time FF who serves over 500 hrs. The city shall
3 pay an additional \$300 bonus for any part-time FF who serves over 750 hrs. The city shall pay an
4 additional \$300 for any part-time FF who serves over 1,000 hrs. per year measured from November
5 1st thru October 31st so that payment can be calculated in a timely manner for disbursement as
6 noted in section F. below. This section only applies once the part-time firefighter has begun their
7 third year of service.

8
9 E. Subject to a part-time staff of six (6) part-time FF, all part-time FF will be required to work a
10 minimum of three hundred sixty (360) hours in a year or face termination. Should part-time staff
11 increase above six (6) part-time FF, the required minimum 360 hours is subject to a pro-rata
12 reduction. Non-holiday overtime hours are excluded from hour's calculation. Should any part-
13 time firefighter require a medical leave, their minimum hours are subject to pro-rata reduction.

14
15 F. For part-time firefighters, the longevity or bonus payment will be in a separate check issued
16 with the pay before each Thanksgiving.

17
18
19
20 ARTICLE XXIII

21 ACTING CAPTAIN

22 A. In the absence of the Captain for more than ten (10) days, an Acting Captain will be selected
23 from the full-time firefighters and appointed by the Captain. The Captain shall notify the
24 governing body of such temporary assignment. In the event the Captain is unavailable or has
25 terminated employment with the City, then the Governing Body shall appoint the Acting Captain.

1
2 B. Any firefighter who shall serve as Acting Captain, in the absence of the Captain, for more than
3 10 days shall be entitled to an additional 10% of the base rate of pay for all hours worked during
4 the period of temporary assignment, commencing retroactively to the beginning date of the
5 assignment, but in no event shall the firefighter receive an amount greater than the existing
6 Captain's base rate of pay.

7 ARTICLE XXIV

8 COLLEGE ALLOWANCES

9 A. The City and the Association agree that the amount and quality of an employee's education
10 often determines the value of his contribution to the community, and the degree of proficiency
11 with which he performs his duties. In order to provide an incentive to encourage the employees
12 to achieve the advantages of higher education, the City agrees that such employees who receives
13 academic credits for study in any institution of collegiate level which offers a college curriculum
14 leading to or accreditable toward an undergraduate baccalaureate or associate degree in fire science
15 or that bears a direct relationship to the employee's work assignment, and which is accredited by
16 the Board of Higher Education, shall be paid a college allowance in the amount of seventy dollars
17 (\$70.00) per year for each credit so received, together with the cost of books necessary to obtain
18 said credits during the employee's employment with the City. Payments for all credits attained
19 and for books shall be made on the first pay day after receiving verification of the grade and credit
20 obtained from the institution, provided, however, that the employee must receive at least a "C" or
21 a "P" in a P/F grading system in order to receive reimbursement.

1 B. In addition, any employee joining the Fire Department who has acquired college credits in a
2 field other than fire science shall be compensated for these credits at the same rate as credits in fire
3 science as set forth in the schedule herein below.

4 This provision is not retroactive and shall apply only to those employees joining the
5 Department subsequent to the execution of the Agreement. Further, for such employee to qualify
6 for the increment for college credits, said employee must enroll or study in an institution or college
7 which offers a college curriculum leading to or accreditable toward an undergraduate
8 baccalaureate or associate degree in fire science , which institution or college is accredited by the
9 Board of Higher Education, and said employee must be a matriculating student until a degree is
10 attained. If, for any reason, said employee fails to meet these conditions, he will not be entitled to
11 payment for college credits with the exception of those earned fire science credits or other earned
12 credits that bear a direct relationship to the employee's present work assignment.

13
14 C. Preference of training and selection of employees for educational leave will be based upon
15 rank, seniority and availability of courses, but it is expressly understood that every effort shall be
16 made to permit the employees to avail themselves of this educational opportunity on a rotating
17 basis according to said rank and seniority.

18
19 D. The employee further agrees that he must continue within the employ of the City for at least
20 one year after he receives reimbursement from the City for the credits attained, and in the event
21 that the employee leaves the employ of the City prior to one year after receiving said
22 reimbursement, the employee shall be required to reimburse the City for any reimbursement paid
23 by the City for credits attained within the period of one year prior to his leaving the employ of the

1 City, and the City shall have the further right to deduct the sum from the last pay check of the
2 employee about to leave the employ of the City.

3
4 E. This section applies only to full-time firefighters hired prior to 1/1/2005. As an additional
5 incentive for education of the employees of the City, the City shall pay the following sums of
6 money, which shall become and be included as part of the base salary of the employees so attaining
7 the following credits:

<u>No. of Credits</u>	<u>Allowance</u>
16 credits	\$250.00
17 - 32 credits	\$300.00
33 - 64 credits	\$600.00
Associate Degree plus 64 credits to 128 credits	\$900.00
Bachelor's Degree	\$1,050.00
Master's Degree	\$1,300.00

17 F. An employee's base salary rate shall be adjusted to include college incentive pay for overtime
18 computation as well as for pension purposes. Such college incentive pay shall be divided by the
19 number of pay checks in any calendar year and paid in the bi-weekly payroll.

20
21
22
23 ARTICLE XXV

24 HOSPITALIZATION INSURANCE

1 A. It is the City's policy to provide health care protection to its employees. The coverage shall
2 be no less than the present AmeriHealth New Jersey PO 10, Delta Preferred Dental Benefits Plan
3 and the Group Vision Care Plan that are effect during the calendar year 2025.

4
5 B. Until such time as Council changes the coverage by Resolution, full-time employees will
6 receive AmeriHealth New Jersey PO 10, Delta Dental, Optical, and Prescription coverage, as well
7 as life insurance coverage. All full-time employees shall continue to pay a percentage of the total
8 cost of health coverage benefits in accordance with P.L. 2011, c.78 and any amendments thereto.

9 1. Employees Hired Before Adoption: Full-time employees whose employment
10 commenced prior to passage of the ordinance that adopts these rules will receive the Coverage for
11 themselves and their families, at City Expense, but with the employees paying a percentage of the
12 total cost in accordance with P.L. 2011, c.78 and any amendments thereto.

13 2. Employees Hired After Adoption: Full-time employees whose employment
14 commenced after passage of the ordinance that adopts these rules will receive the
15 Coverage for themselves and their families at City expense, but with the employees
16 paying a percentage of the total cost in accordance with P.L. 2011, c.78 and any
17 amendments thereto.

18 3. Retirement Benefits. All full-time firefighters upon completion of twenty-five (25) years
19 of service with the City will receive 100% Coverage for the employee and for their spouse, 50%
20 borne by the employee and the remaining 50% borne by the City.

21 4. New Hires. Any employee hired after January 1, 2015 shall not be entitled to primary
22 health benefits or supplemental hospitalization benefits upon retirement.

23 5. Prescription Coverage. Full-time employees and family shall pay prescription costs at
24 rates which apply under the current State of New Jersey prescription plan.

6. Waiver of Coverage. Full-time employees who choose to withdraw or not enroll in health coverage with the City shall receive an amount payable each calendar year as more specifically set forth in Ordinance 14 of 2009 and any amendments thereto.

ARTICLE XXVI

CLOTHING ALLOWANCE

A. It is agreed that a clothing allowance for all uniformed employees will be given at seven hundred dollars (\$700.00) per year for full-time firefighters and four hundred and fifty dollars (\$450.00) per year for all part-time firefighters to purchase and replace uniforms, as necessary, provided, however, that the employees submit bills verifying the amounts of money spent for the purchase and replacing of uniforms. The clothing must conform to Captain's listing of approved station wear.

B. 1. If an employee loses or damages any equipment while on duty, and such loss or damage is not due to negligence or carelessness, and said employee wishes to file a claim for reimbursement, said claim must be filed with the Captain within twenty-four (24) hours of the occurrence.

2. The City agrees to respond to any claim within thirty (30) days, as to whether or not the City accepts responsibility and liability for replacement, whether or not the City will agree to replace the equipment, and the availability and time frame for replacing said equipment if the City accepts liability for the replacement.

3. The City agrees to bear the cost of replacement for any City issued equipment lost or damaged if said loss or damage occurs while the employee is acting in his line of duty and is not due to negligence or carelessness.

C. All new employees shall be supplied, at city expense, one (1) complete set of NFPA approved Personal Protective Equipment to include Coat, Bunker Pants, Boots, Helmet, Gloves, Hood,

1 Suspenders, Accountability Tag in addition to an appropriate amount of NFPA approved station
2 wear.

3
4 D. All Personal Protective Equipment and station wear shall meet the standard, whether existing
5 or promulgated during the term of this Agreement, which provides the highest level of worker
6 protection from among federal, state, provincial or voluntary consensus standards.

7
8 E. In addition, on the date of hire or as soon thereafter as administratively possible but before
9 the first workday, new hires shall receive a full set of uniforms and turnout gear at the City's
10 expense."

11 ARTICLE XXVII

12 COURT APPEARANCES

13 A. All employees shall be required to wear full uniform for all job related Court appearances,
14 whether scheduled when they are on or off duty.

15 ARTICLE XXVIII

16 DUES DEDUCTION AND AGENCY SHOP

17 A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues
18 for the Association. Such deductions shall be made in compliance with NJSA (R.S.) 52:14-15.9e,
19 as amended.

20
21 B. A check-off shall commence for each employee who signs a properly dated authorization card,
22 supplied by the Association and verified by the City Treasurer during the month following the
23 filing of such card with the City.

1 C. If during the life of the Agreement there shall be any change in the rate of membership dues,
2 the Association shall furnish the City written notice thirty (30) days prior to the effective date of
3 such change and shall furnish to the City either new authorizations from its members showing the
4 authorized deduction for each employee, or an official notification on the letterhead of the
5 Association and signed by the President of the association advising of such change deduction.

6
7 D. The Association will provide the necessary "check-off authorization" form and the Association
8 will secure the signatures of its members on the forms and deliver the signed forms to the City
9 Clerk.

10
11 E. The City agrees to implement an agency shop in accordance with the Supreme Court's decision
12 in Janus v. AFSCME, Council 31, 138 S. Ct. 2448 (2018), the New Jersey Workplace Democracy
13 Enhancement Act, and the New Jersey Responsible Collective Negotiations Act.

14 ARTICLE XXIX

15 DISCIPLINARY PROCEDURES

16 A. In an effort to insure that departmental investigations are conducted in a manner which is
17 conducive to good order and discipline, the following rules are hereby adopted.

18 1. Any formal fact-finding interview or interrogation of a member of the department shall be at a
19 reasonable hour, preferably when the member of the department is on duty, unless the exigencies
20 of the investigation dictate otherwise.

21 2. The formal fact-finding interview or interrogation shall take place at a location designated by
22 the Chief of the Fire Department. Usually it will be at Fire Headquarters or the location where the
23 incident allegedly occurred.

1 3. The member of the department shall be informed of the nature of the investigation before any
2 formal fact-finding interview or interrogation of that member commences, when disciplinary
3 action is contemplated. Sufficient information to reasonably apprise the member of the allegation
4 shall be provided. If it is known that the member of the department is being questioned as a witness
5 only, he shall be so informed at the initial contact.

6 4. The formal fact-finding interview or interrogation shall be reasonable in length. Reasonable
7 respite shall be allowed.

8 5. If a member of the department is under arrest or is likely to be, that is, if he is a suspect or the
9 target of a criminal investigation, he shall be immediately warned of all of his constitutional rights
10 pursuant to the Constitution of the United States and of the State of New Jersey and immediately
11 be permitted to consult with counsel of his own choosing prior to any questioning taking place.
12 Reimbursement of counsel costs, if any, will be in accordance with New Jersey Statutes.

13 6. Members shall not be suspended or suffer any loss in benefits until after said member has had
14 a disciplinary hearing and has been found guilty, except in cases of a severe nature, when the Chief
15 and/or Captain deems the suspension of the member an immediate necessity for the safety of the
16 public or the welfare of the Department. The Chief or the Captain shall immediately submit a
17 report explaining such action to the Council Representative for Public Safety and a copy of said
18 report shall be made available to the member upon submission to the Council Representative for
19 Public Safety.

20
21 B. A member who is the subject of a disciplinary investigation may not be required to prepare
22 reports other than reports filed in the normal course of business which deal with the subject matter
23 of the investigation, until after he has had reasonable opportunity to consult with his own counsel.

1 C. Nothing herein shall be construed to deprive the Department or its' firefighters to conduct the
2 routine and daily operations of the Department.

3
4 D. Discipline shall be grievable and arbitrable in accordance with and pursuant to law.

5
6 E. DISCIPLINE AND DISCHARGE

7 1. Whenever an employee is to be questioned and (he/she) is being considered for possible
8 disciplinary action, the employee shall have the right to request a representative of the
9 Association be present at all stages of questioning. If an employee requests and is denied
10 representation at any stage of the questioning, any statements made by the employee or "fruits"
11 derived there from cannot be used against said employee to support disciplinary action.

12 2. Copies of disciplinary charges or other notices relating to disciplinary action involving
13 any bargaining unit member shall be furnished to the Local, contemporaneously upon issuance to
14 the employee, unless the employee explicitly directs that same not be provided to the
15 Association. In such case, the employees must sign in the presence of the Association's
16 authorized representative, a form memorializing such decision and the completed form shall then
17 immediately be furnished to the Association's authorized representative. This form shall be
18 prepared, in blank, in manner and form mutually agreed upon by the City and the Association.

19
20 F. The employer and its authorized representatives recognize each represented employee's
21 Garrity Rights, including each employee's right to invoke their 5th Amendment right against
22 self-incrimination.

1 G. The employer and its authorized representatives recognize each represented employee's
2 Loudermill Rights regarding their vested property right in their employment with the City and
3 pursuant to such rights, an employee cannot be dismissed without due process.
4

5 H. RICE NOTICES

6 1. Consistent with Rice v. Union City Regional High School Board of Education, 155 N.J.
7 Super 64 (App. Div. 1977), cert. den. 76 N.J. 238 (1978), notice must be served upon any
8 employee if the employer intends to discuss the employee.

9 2. Employees notified that the employer intends to discuss him/her will then have the
10 opportunity to decide whether he/she wishes the discussion to be in public, instead of closed
11 session.

12 3. All Rice notices to represented employees shall be in writing.

13 4. Employee decisions as to whether discussions will be held in public or closed session will
14 also be memorialized in writing.

15 ARTICLE XXX

16 PERSONNEL FILES

17 A. The City shall establish personnel files or confidential records which shall be maintained under
18 the direction of the Captain.

19 B. Employees covered under this agreement may, by reasonable request during normal business
20 hours, review in the presence of the Captain any written material other than pre-employment
21 material which may be contained in his personnel file. The request must be made through the
22 normal chain of command. Upon request, an employee is entitled to receive a copy of any material
23 in his personnel file, other than pre-employment material.
24

1 C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy
2 shall be furnished to him and he shall be given the opportunity to rebut same in writing if he so
3 desires.

4
5 D. Any material in a personnel file that has not been subject to a departmental hearing shall be
6 grievable up to and including Step Four of the Grievance Procedure.

7
8 E. There shall be no other personnel file containing material not subject to inspection by the
9 firefighter.

10 ARTICLE XXXI

11 MISCELLANEOUS

12 A. CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT. All
13 conditions not covered by this Agreement shall continue to be governed, controlled and interpreted
14 by reference to the City Charter, Ordinances, Rules and Regulations of the Fire Department of the
15 City, and any present or past benefits which are enjoyed by employees covered by this Agreement,
16 that have not been included in the contract, shall be continued.

17
18 B. SAVINGS CLAUSE. Each and every clause of this Agreement shall be deemed separable
19 from each and every other clause of this Agreement to the extent that in the event any clause or
20 clauses shall be finally determined to be in violation of any law, then in such event, such clause or
21 clauses, only to the extent that any may be so in violation shall be deemed of no force and effect
22 and unenforceable without impairing the validity and enforceability of the rest of the Agreement,
23 including any and all provisions on the remainder of any clause, sentence or paragraph in which
24 offending language may appear.

1
2 C. HEADINGS. All headings contained herein this Agreement are intended to be for ease of
3 reference and are for identification purposes only. No heading shall be construed to being material
4 to interpretation to this Agreement.

5 ARTICLE XXXII

6 NON-UNION EMPLOYEES and SENORITY

7 A. NON-UNION EMPLOYEES. Personnel not in the negotiations unit shall not perform the
8 duties done ordinarily by employees in the Association except for purposes of instruction or bona-
9 fide emergencies. This does not apply to mechanical repairs on equipment or facilities undertaken
10 by members of the City Volunteer Fire Company #1.

11
12 B. SENORITY. In all cases or any decrease or increase in the work force, for scheduling
13 preference and in the case of promotion, the main factor to be considered will be continuous service
14 within the Fire Department. Other factors will also be considered in addition to those listed herein,
15 namely current position, job performance and qualifications for the position.

16 ARTICLE XXXIII

17 FULLY-BARGAINED AGREEMENT

18 A. This Agreement represents and incorporates the complete and final understanding and
19 settlement by the parties of all bargainable issues which were or could have been the subject of
20 negotiations. During the term of the Agreement, neither party will be required to negotiate with
21 respect to any such matter, whether or not covered by this Agreement, and whether or not within
22 the knowledge or contemplation of either or both parties at the time they negotiated or signed this
23 Agreement.

1 B. This Agreement shall not be modified in whole or in part by the parties except by an
2 instrument in writing executed by both parties.

3 ARTICLE XXXIV

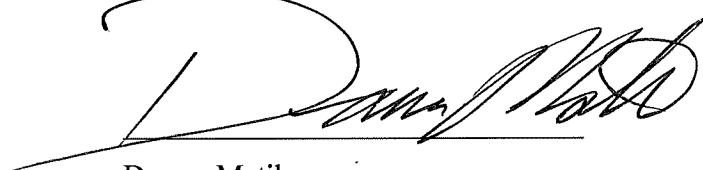
4 DURATION OF AGREEMENT

5 A. This Agreement shall be effective as of and retroactive to January 1, 2025 and shall continue
6 in full force and effect through December 31, 2029.

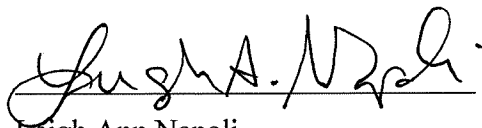
7
8 B. The parties agree that negotiations for a successor agreement modifying, amending, or altering
9 the terms and provisions of this Agreement shall commence no later than one hundred twenty
10 (120) days prior to the date on which this collective bargaining Agreement is to expire. At least
11 three (3) negotiation sessions must take place before either party can file for Interest Arbitration
12 with the Public Employment Relations Commission (PERC). The terms of this Agreement and all
13 practices shall remain in full force and effect until said successor agreement is reached.

14 City of Linwood

IAFF Local #4370

15
16
17 
18 Darren Matik
Mayor


Tom Flynn
Local Vice President

19
20 
21 Leigh Ann Napoli
22 RMC, Municipal Clerk
23


Frank Gabriel
Local President

APPENDIX A

City of Linwood

Job Description: Firefighter

Dated: 3/1/2005

GENERAL STATEMENT OF DUTIES: Performs intermediate public safety work engaging directly in firefighting and other emergency calls; maintains fire stations and equipment; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is general duty firefighting work in combating, extinguishing, and preventing fire. The employees in this class are responsible for the protection of life and property through firefighting activities usually performed under close supervision. Work requires performance of hazardous tasks under emergency conditions while wearing SCBA which may involve extreme exertion under such handicaps as smoke and cramped surroundings. A large part of duty time is taken up in pre-planning sessions, training, and maintaining equipment and quarters.

REPORTS TO: During non-emergency duty time, reports to City's paid Captain or his designee. During firefighting and other emergency calls, reports to the Chief of the Linwood Volunteer Fire Company #1 or the Incident Commander if the Chief is not in command at the incident. In the absence of a Chief Officer, the City's Firefighter performs the task of Incident Commander.

SPECIAL REQUIREMENTS: A minimum of one years' experience in fire or emergency service work. Must possess a valid NJ state driver's license and have passed/completed NJ Fire Fighter I and ICS-200.

APPENDIX B

City of Linwood

Job Description: Captain

Dated: 3/1/2005

GENERAL STATEMENT OF DUTIES: The Captain will perform administrative and supervisory work in planning, organizing, and directing the activities of the Fire Department and does related work as required to supervising the paid employees of the Fire Department for the City of Linwood. While working a duty shift, the Captain performs intermediate public safety work engaging directly in firefighting and other emergency calls; maintains fire stations and equipment; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is City of Linwood's appointed supervisor who, in addition to general duty firefighting work in combating, extinguishing, and preventing fire, supervises the paid employees of the Fire Department for the City of Linwood. The employees in this class are responsible for the protection of life and property through firefighting activities while having additional duties such as:

- a. firefighter scheduling,
- b. approval of firefighter time cards,
- c. approval of overtime,
- d. creation and maintenance of daily duty listings,
- e. development and implementation of training programs,
- f. overall supervision of employees' daily duties and job performance; and
- g. appointing of an Acting Captain as needed.

Work requires performance of hazardous tasks under emergency conditions while wearing SCBA which may involve extreme exertion under such handicaps as smoke and cramped surroundings. Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations; ability to train and supervise subordinate personnel; ability to communicate effectively orally and in writing; ability to establish and maintain effective working relationships with other employees, supervisors and the public. Proven ability to perform work related duties unsupervised. A large part of duty time is taken up in pre-planning sessions, training, and maintaining equipment and quarters.

REPORTS TO: During non-emergency hours, reports to the Council Representative for Public Safety. During firefighting and other emergency calls, reports to the Chief of the Linwood Volunteer Fire Company #1 or the Incident Commander if the Chief is not assuming command at the incident. In the absence of a Chief Officer, the City's Captain performs the task of Incident Commander.

City of Linwood

Job Description: Captain, continued

Dated: 3/1/2005

- 1 SPECIAL REQUIREMENTS: A minimum of five years' experience in fire or emergency service
- 2 work, preferably equivalent to Lieutenant or higher. Must possess a valid NJ state driver's license
- 3 and have passed/completed NJ Fire Fighter I and ICS-200 or equivalent.

City of Linwood
2025 Fire Negotiations
Salary Grids

			2.5%	2.5%	2.5%	2.5%
Fire Fighters	Linwood	Linwood	Linwood	Linwood	Linwood	Linwood
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Step 1	37,438	46,640	47,806	49,001	50,226	51,482
Step 2	40,767	49,438	50,674	51,941	53,240	54,571
Percentage Increase	8.89%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 3	43,568	52,405	53,715	55,058	56,434	57,845
Percentage Increase	6.87%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 4	46,370	55,549	56,938	58,361	59,820	61,316
Percentage Increase	6.43%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 5	49,171	58,882	60,354	61,863	63,409	64,995
Percentage Increase	6.04%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 6	51,973	62,415	63,975	65,575	67,214	68,894
Percentage Increase	5.70%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 7	54,774	66,160	67,814	69,509	71,247	73,028
Percentage Increase	5.39%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 8	57,576	70,129	71,883	73,680	75,522	77,410
Percentage Increase	5.12%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 9	60,377	74,337	76,196	78,100	80,053	82,054
Percentage Increase	4.86%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 10	63,179	78,797	80,767	82,786	84,856	86,977
Percentage Increase	4.64%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 11	65,980	83,525	85,613	87,754	89,947	92,196
Percentage Increase	4.43%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 12	71,472	88,537	90,750	93,019	95,344	97,728
Percentage Increase	8.32%	6.00%	6.00%	6.00%	6.00%	6.00%
Step 13	N/A	93,849	96,195	98,600	101,065	103,592
Part Time						
Step 1	22.12	22.67	23.24	23.82	24.42	25.03
Step 2	25.07	25.70	26.34	27.00	27.67	28.36
Step 3	29.14	29.87	30.62	31.38	32.17	32.97
Captain Step 1						
Percentage Increase	93,889	105,000	107,625	110,316	113,074	115,900
Captain Step 2		110,000	112,750	115,569	118,458	121,419
Percentage Increase		4.76%	2.50%	2.50%	2.50%	2.50%
Captain Step 3		115,000	117,875	120,822	123,842	126,938
Percentage Increase		4.55%	2.50%	2.50%	2.50%	2.50%