

1  
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, 2020 through December 31, 2024  
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1 AGREEMENT

2 This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and  
3 between the CITY OF LINWOOD, in the County of Atlantic, a Municipal Corporation of the State  
4 of New Jersey, hereinafter called the “City”, and the International Association of Fire Fighters  
5 Local #4370 duly appointed representative of the Linwood Uniformed Firefighters Association,  
6 hereinafter called the “Association”, represents the complete and final understanding on all  
7 bargainable issues between the City and the Association.

8  
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-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious  
13 relations, cooperation and understanding between the City and the Employees; to provide for the  
14 resolution of legitimate grievances, and; to prescribe the rights and duties of the City and  
15 Employees, all in order that the public service shall be expedited and effectuated in the best interest  
16 of the people of the City of Linwood.

17  
18  
19 ARTICLE II

20 EMPLOYEE REPRESENTATIVE and EMPLOYEE CLASSIFICATIONS

21 A. Majority Representatives and EMPLOYEE CLASSIFICATIONS

22 1. The City hereby recognizes the Association as the sole and exclusive negotiating agent and  
23 representative for all full and regular part time paid firefighter employees of the City of Linwood.  
24 The Association shall have all the rights and privileges pursuant to N.J.S.A. 34:a-5.1, 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 Linwood members of the Association, shall be excused by the Captain 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 4 5 ARTICLE III

#### 6 GRIEVANCE PROCEDURE

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

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

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

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

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 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 Captain. The written grievance at this Step shall contain the relevant facts and a summary of  
14 the preceding oral discussion, the applicable Section of the contract violated, and the remedy  
15 requested by the grievant. The Captain will answer the grievance in writing within ten (10)  
16 work days of receipt of the written grievance.

17  
18 Step Three: If the employee or Association wishes to appeal the decision of the Captain, such  
19 appeal shall be presented in writing to the Chief of the Department and the Council  
20 Representative for Public Safety within ten (10) work days thereafter. This presentation shall  
21 include copies of all previous correspondence relating to the matter in dispute. The Council  
22 Representative for Public Safety shall respond, in writing, to the grievance within twenty (20)  
23 work days of the submission.

1     Step Four: If the employee or Association wishes to appeal the decision of the Council  
2     Representative for Public Safety, such an appeal shall be presented in writing to the City  
3     Council within ten (10) work days thereafter. This presentation shall include copies of all  
4     previous correspondence relating to the matter in dispute. The City Council shall respond, in  
5     writing to the grievance within thirty (30) work days of the submission. City Council may act  
6     as a whole, or by the President of Council or his designee in the sole discretion of the President.

7  
8     Step Five: If the grievance is not settled through Steps One, Two, Three and Four, either party  
9     shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of  
10    the Public Employment Relations Commission with ten (10) work days after receipt of the  
11    response from the City Council. The costs for the services of the arbitrator shall be borne  
12    equally by the City and the employee or Association. Any other expenses, including but not  
13    limited to the presentation of witnesses, shall be paid by the parties incurring same.

14  
15   E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has  
16   jurisdiction to hear and decide the matter in dispute.

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

22  
23   F. Upon prior notice to and authorization of the Council Representative for Public Safety, the  
24   designated Association Representative shall be permitted as members of the Grievance Committee

1 to confer with the employees and the City and specific grievances in accordance with the grievance  
2 procedure set forth herein during work hours of employees, without loss of pay, provided the  
3 conduct of said business does not diminish the effectiveness of the City of Linwood Fire  
4 Department.

5  
6 G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been  
7 initiated within the time limits specified, then the grievance shall be deemed to have been  
8 abandoned. If any grievance is not processed to the next succeeding step in the grievance  
9 procedure within the time limits prescribed there under, then the disposition of the grievance at the  
10 last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time  
11 limits prescribed for decision at any step in the grievance procedure, then the grievance shall be  
12 deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to  
13 extend or contract the time limits for processing the grievance at any step in the grievance  
14 procedure.

#### 17 ARTICLE IV

#### 18 NON-DISCRIMINATION

19 A. The City and the Association agree that there shall be no discrimination against any employee  
20 because of race, creed, color, religion, sex, national origin or political affiliation.

21  
22 B. The City and the Association agree that all employees covered under this Agreement have the  
23 right without fear of penalty or reprisal to form, join and assist any employee organization or to  
24 refrain from any such activity. There shall be no discrimination by the City or Association against

1 any employee because of the employee's membership or non-membership or activity or non-  
2 activity in the Association.

3  
4  
5 ARTICLE V

6 BULLETIN BOARDS

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

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

11  
12  
13 ARTICLE VI

14 MANAGEMENT RIGHTS

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

- 19 1. The executive management and administrative control of the City Government, all of its  
20 properties and facilities, and the activities of its employees;
- 21 2. Hiring and firing of all employees in accordance with the limitations of law;
- 22 3. Appeals shall be subject to grievance procedures;
- 23 4. Determination of qualifications for employment and conditions for continued employment  
24 or assignment;

- 1        5. To promote, transfer, demote or terminate employees;
- 2        6. To lay off and/or discontinue jobs;
- 3        7. To maintain efficiency in its operations;
- 4        8. To determine the methods, means, processes and personnel by which its operations are to
- 5            be conducted;
- 6        9. To make rules and regulations governing conduct and safety;
- 7        10. To schedule hours of works;
- 8        11. To take all disciplinary action inclusive of but not limited to suspension or discharge;
- 9        12. To take all necessary action to provide necessary service to the public in emergency
- 10           situations;
- 11       13. To exercise complete control and discretion over the organization of the city, its
- 12           departments and employees and the technology of performing the work of the City and
- 13           departments. The exercise of any power, right, authority or responsibility of the City,
- 14           regardless of whether specifically hereinbefore enumerated and the adoption of policies,
- 15           rules, regulations and practices in the implementation thereof and the use of judgment and
- 16           discretion in connection therewith shall be limited only by the specific and express written
- 17           terms of this Agreement and conformity with the Constitution and Laws of the State of New
- 18           jersey and of the United States.

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

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

5  
6 The parties agree that the Captain and other officers shall exercise their supervisory duties  
7 faithfully, irrespective of the fact that they have or may have maintained affiliation with the  
8 Association.

9  
10  
11 ARTICLE VII

12 OUTSIDE EMPLOYMENT

13  
14 A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while  
15 off-duty.

16  
17 B. It is understood that the full-time employees will consider their position with the City as their  
18 primary job. Any outside employment must not interfere with the employee's efficiency in his  
19 position with the City and must not constitute any conflict of interest.

20  
21 C. No employee planning to or engaging in outside employment during the off-duty hours shall  
22 be permitted to wear the regulation City uniform.

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

1  
2 ARTICLE VIII

3 EXCHANGE OF SHIFTS

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

7  
8 B. The City and the Association understand and agree that all time worked pursuant to an  
9 exchange of shifts shall not constitute “compensable” hours for the purposes of overtime pursuant  
10 to the Fair Labor Standards Act.

11  
12  
13 ARTICLE IX

14 STRIKES and LOCKOUTS

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

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

1 ARTICLE X

2 HOLIDAYS

3A. A. All full-time employees covered by this Agreement shall receive fourteen (14) paid holidays.

4 If a holiday is worked or not scheduled to be worked by a particular employee, he or she may take  
5 it at any time during the calendar year, and may run consecutive with the employee's vacation  
6 schedule. Any employee planning to use a holiday must provide at least a five (5) day notice.  
7 Response by the Captain will be no later than twenty-four (24) hours from receipt of request. A  
8 request may be made later than five (5) days prior to the date requested, but it may be granted or  
9 denied in the sole discretion of the Captain. Each request will be decided on its own merits. The  
10 specific holiday schedule shall be subject to approval of the Captain, who will insure the continued  
11 efficiency and operation of the Fire Department of the City of Linwood.

12  
13 B. The following holidays will be observed.

- |    |                        |                            |
|----|------------------------|----------------------------|
| 14 | 1. New Year's Day      | 8. Columbus Day            |
| 15 | 2. Martin L. King, Jr. | 9. Veteran's Day           |
| 16 | 3. President's Day     | 10. Thanksgiving Day       |
| 17 | 4. Good Friday         | 11. Day after Thanksgiving |
| 18 | 5. Memorial Day        | 12. Christmas Eve          |
| 19 | 6. Independence Day    | 13. Christmas Day          |
| 20 | 7. Labor Day           |                            |

21  
22 For calendar years covered by this Agreement, it is understood and agreed by and between the  
23 parties that any firefighter who works on the dates indicated for celebration of the above holidays  
24 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.

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.

## 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:

| <b>Length of service</b>                                                              | <b>For full-time employees<br/>hired<br/>PRIOR to 1/1/2005</b> | <b>For full-time employees<br/>hired<br/>AFTER 1/1/2005</b> |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------|
| 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                    |

| <b>Length of service</b>                                                       | <b>For full-time employees<br/>hired<br/>PRIOR to 1/1/2005</b>                    | <b>For full-time employees<br/>hired<br/>AFTER 1/1/2005</b>                        |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 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 |

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

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

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

1  
2 E. It is the intent of this Article to assure all employees covered by this Agreement that they shall  
3 receive the maximum amount of actual vacation days to which they are entitled. Days on which  
4 they are normally scheduled off that fall during the vacation period shall not be computed as part  
5 of the vacation. Vacation time may be taken any time during the calendar year, subject to the  
6 approval of the Captain.

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

12  
13  
14 ARTICLE XII

15 PERSONAL DAYS

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

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

3  
4 C. It is the intent of this Article to make every effort to grant the personal day to the firefighter  
5 requesting same by the Captain.

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

11  
12 E. If the employee is terminated by the City for reasons of discrimination he/she will not be paid  
13 for accrued personal days.

14  
15  
16 ARTICLE XIII

17 WORK WEEK and STAFFING

18  
19 A. A full-time firefighter's work week as defined in this Agreement shall be one consisting of  
20 forty-two (42) hours per week as presently outlined in the work schedule of the members of the  
21 Fire Department of the City of Linwood. The work week shall average forty-two (42) hours per  
22 week on an annual basis.

1 B. The work week shall consist of two (2) ten (10) hour days from 0800 to 1800 followed by two  
2 (2) fourteen (14) hour nights from 1800 to 0800 the next day with the following ninety-six (96)  
3 hours off.

4  
5 C. All full-time firefighters shall be entitled to two (2) hours overtime each week in recognition  
6 of working an average work week of forty-two (42) hours as opposed to forty (40).

7  
8 D. A regular part-time firefighter's work week as defined in this Agreement should not exceed 30  
9 hours per week on regular basis as presently outlined in the schedule for the members of the Fire  
10 Department of the City of Linwood. Should the part-time firefighter work more than 40 hours in  
11 a work week, they shall be paid overtime as described in the Overtime section of this Agreement.

12  
13 E. The forty-eight (48) hour work week is equivalent to a platoon. To maintain staffing for each  
14 week, the City schedules four platoons per work week. The City agrees that on a twenty-four (24)  
15 hour, seven (7) day per week basis, the paid firefighter staff shall be scheduled to provide a  
16 minimum of one (1) firefighter for response to alarms.

17  
18  
19 ARTICLE XIV

20 SICK LEAVE

21  
22 A. Sick leave applies to full-time employees and is hereby defined to mean absence from post of  
23 duty by an employee because of illness or exposure to contagious disease.

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

4  
5 C. 1. Any employee who shall be absent from work for five (5) or more consecutive working  
6 days due to illness, or leave and attendance of a member of the employee's immediate family shall  
7 be required to submit acceptable medical evidence substantiating the illness.

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

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

13  
14 D. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor  
15 shall be required.

16  
17 E. Sick leave shall accrue for regular full-time employees at the rate of one (1) eight (8) hour day  
18 per month during the first calendar year of employment and fifteen (15) eight (8) hour working  
19 days in every calendar year of employment thereafter, and shall accumulate from year to year.

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

22  
23 G. If an employee is absent from work for reasons that entitle him to sick leave, the Captain or  
24 his designated representative shall be notified as early as possible, but no later than four (4) hours

1 prior to the start of the scheduled work shift from which he is absent, except in case of emergency.  
2 Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute  
3 cause for disciplinary action.

4  
5 H. The term "immediate family" for the purposes of the Article shall include father, mother, step-  
6 parent, spouse, child, step-child residing in the same household as the employee, foster child, if  
7 any, and relative residing in the employee's household.

8  
9 I. Abuse of sick leave shall constitute cause for disciplinary action. An employee  
10 who is found to have taken sick leave for days on which he was not sick, and for which he was not  
11 taking family sick leave, will be charged with unpaid leave. Repeat occurrences will be treated  
12 progressively, and may result in disciplinary action up to and including termination from  
13 employment.

14  
15 J. Upon separation from service for any reason except termination for disciplinary infractions, an  
16 employee hired prior to 1/1/2005 shall receive payment at his last rate of pay for fifty percent  
17 (50%) of his accrued and unused sick leave time, provided, however, that no employee shall be so  
18 entitled unless he has served a total of ten (10) years. This payment shall not exceed \$15,000.00.  
19 However, no employee hired prior to 1/1/05 shall be entitled to accumulate more than a total of  
20 one hundred seventy-five (175) eight (8) hour days of sick leave at time of retirement. No  
21 employee hired after to 1/1/05 shall be entitled to accumulate more than a total of one hundred  
22 fifty (150) eight (8) hour days of sick leave at time of retirement and his separation payment shall  
23 not exceed \$10,000.

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

4 L. . Sick Leave Buy-Back. At the option of an employee covered under this Agreement, the  
5 City shall buy back up to forty-eight (48) hours of the employee's accumulated sick leave per  
6 calendar year as follows:

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

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

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

13  
14  
15  
16 ARTICLE XV

17 FUNERAL LEAVE  
18

19 A. Funeral leave applies to full-time employees. In the event of death of the employee's spouse,  
20 child, step-child, parent, or step-parent, the employee shall be granted time off without loss of pay,  
21 in no event to exceed five (5) working days provided that said employee attends the funeral.

22  
23 B. In the event of death of the employee's in-laws, foster child, grandparents, sister, brother,  
24 grandchild or relative residing in his household, the employee shall be granted time off without

1 loss of pay, in no event to exceed three (3) working days provided that said employee attends the  
2 funeral.

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

6  
7 D. The above shall not constitute sick, holiday, personal or vacation leave and shall not be  
8 deducted from the employee's annual sick, holiday, personal or vacation leave. If an employee is  
9 to be absent from work for a funeral as noted above, the Captain or his designated representative  
10 shall be notified as early as possible, but no later than four (4) hours in advance of start of work  
11 shift.

12  
13  
14 ARTICLE XVI

15 INJURY LEAVE  
16

17 A. In the event an employee becomes disabled by reason of a work related injury or illness and is  
18 unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for  
19 herein, he may be entitled to full pay for a period of up to one (1) year.

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

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

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

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

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

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

1 the third physician also certifies the employee fit to return to duty, injury leave benefits granted  
2 under this Article shall be terminated.

3  
4 F. In the event any employee is granted injury leave, the City's sole obligation shall be to pay the  
5 employee the difference between his regular pay and any compensation, disability or other  
6 payments received from other resources. At the City's option, the employee shall either surrender  
7 and deliver any compensation, disability or other payments to the City and receive his entire salary  
8 payment, or the City shall only pay the difference.

9  
10 G. If the City can prove that an employee has abused his privileges under this Article, the  
11 employee will be subject to disciplinary action by the City, up to and including termination.

12  
13 H. If the employee's injury is due to his failure to wear or utilize Personal Protective Equipment,  
14 tools and/or devices supplied by the City, the City may refuse to pay the difference between the  
15 employee's salary and Worker's Compensation claims as discussed in Section F above.

## 16 17 ARTICLE XVII

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

19  
20 A. The City agrees to grant time off without loss of regular straight time pay to the Executive  
21 Delegate and President of the Association (or appointed alternates) for the purpose of attending  
22 the regularly scheduled meetings of the State and District Association and Annual Convention as  
23 per N.J.S.A. 11:26C-4, provided that at least seventy-two (72) hours written notice is given to the  
24 Captain. The Association shall designate, at the beginning of each year, the Executive Delegate

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

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

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

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

## 22 ARTICLE XVIII

### 23 LEAVE OF ABSENCE

1 A. Any full time employee of the Linwood Fire Department may request a leave of absence  
2 without pay from his regular duties for a term up to one (1) year in order to participate in other  
3 interests outside the Department, providing that such absence does not conflict with or adversely  
4 affect the routine functioning of the Fire Department and the welfare of the City of Linwood. Any  
5 employee, who is desirous of applying for such a leave, shall submit to the Captain a written  
6 request, stating the reasons for the leave and the proposed period of time involved, at least thirty  
7 (30) days prior to the proposed commencement date of said leave, except in the case of illness. In  
8 case of illness, written notice shall be given to City Council as soon as reasonably possible.

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

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

21  
22 D. The City will grant a leave of absence to an employee whenever such leave is required by law  
23 to fulfill United States Government Military leaves:

1           1. Military Induction Leave. Military induction leave is leave taken as a       result of  
2           induction into military service, whether by voluntary enlistment, draft or by call or  
3           recall to active duty. An employee who is called for extended duty with the  
4           National or State Guard or a reserve unit will be considered on military induction  
5           leave. Any employee who is inducted into the Armed Forces of the United States  
6           and who serves for not more than the prescribed minimum enlistment period (plus  
7           any period of additional service imposed pursuant to law) shall be entitled, upon  
8           release from service under honorable conditions, to all reemployment rights  
9           prescribed by law, subject to the following requirements and conditions:

- 10          a. The individual must have been a regular full time employee.
- 11          b. The individual must have left a job with the city to directly enter the military  
12             service.
- 13          c. The individual must be able, currently, to perform the duties of the former  
14             position, or, in the event of a service-connected disability, be able to  
15             perform the duties of an equally responsible position.
- 16          d. A position exists for which the individual is qualified..
- 17          e. The individual makes application for reemployment within ninety (90) days  
18             after honorable discharge or within one (1) year following hospitalization  
19             from service-connected disability.
- 20          f. Any employee entering the armed forces will be placed on an unpaid leave  
21             of absence for the period of military service specified in Subsection
- 22          g. Employees on military induction leave will not accrue paid vacation or paid  
23             holidays; however, the time spent in military service will be included as  
24             credited service when the employee returns to employment with the City.

1 h. When an employee is inducted into the military service he or she is entitled  
2 to any accrued vacation in the same manner as though terminated.

3 i. Life insurance/medical insurance coverage for employees on military  
4 induction leave will cease with the last day of the month in which the  
5 employee leaves the active employ of the city, subject to the conditions of  
6 the insurance policies

7 2. Annual Military Leave. Annual military leave is taken to fulfill annual training  
8 requirements as a reservist in any military component.

9 a. A regular full-time employee will continue to receive his or her salary for up  
10 to two (2) weeks in each calendar year in order to fulfill an annual military  
11 training obligation as a member of the United States Armed Forces or National  
12 or State Guard. The amount of the employee's basic military pay (exclusive of  
13 allowances), including longevity pay, for up to two (2) weeks of training will  
14 be deducted from the first payroll check that the employee receives following  
15 return to work. [Refer to Subsection D b.] The amount of this deduction will  
16 not exceed the employee's city salary for the same period.

17 b. If the employee's annual military training period extends beyond two (2) weeks  
18 in a calendar year, the additional time must be taken either as vacation or as  
19 leave without pay.

20 c. If a holiday occurs within the employee's two-week military training period, the  
21 employee may observe the holiday on a later date during the same calendar  
22 year. [Refer to Subsection D 3 B.]

23 3. Military Leave Induction

a. The employee will furnish a copy of the military orders to the supervisor and to the appropriate Council representative.

b. The sign-out of the employee will be completed just as though the employee were terminating, in the event that her or she does not return to city employment. The City Clerk will send a letter to the employee prior to the leave, giving information on reemployment rights, including those provided by the State of New Jersey and federal statutes. Furthermore, the City Clerk will ask the employee to notify the City of the expected discharge date and the expected date of return to work, as soon as these dates are known.

#### 4. Annual Military Training

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

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

### ARTICLE XIX

#### SALARIES

A. Salary schedule for the term of this Agreement for all employees hired prior to 2015 :

| <b>Year</b>       | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>2024</b> |
|-------------------|-------------|-------------|-------------|-------------|-------------|
| <b>Full-time:</b> |             |             |             |             |             |
| Inflation rate    | 3.0%        | 2.5%        | 2.5%        | 2.0%        | 2.0%        |
| Captain           | \$85,895    | \$88,042    | \$90,243    | \$92,048    | \$93,889    |

|    |                        |             |             |             |             |             |
|----|------------------------|-------------|-------------|-------------|-------------|-------------|
| 1  | F/F aft 8 yrs          | \$80,480    | \$82,492    | \$84,554    | \$86,245    | \$87,970    |
| 2  | F/F aft 7 yrs          | \$75,384    | \$77,268    | \$79,200    | \$80,784    | \$82,400    |
| 3  | F/F aft 6 yrs          | \$70,283    | \$72,040    | \$73,841    | \$75,318    | \$76,824    |
| 4  | F/F aft 5 yrs          | \$68,792    | \$70,512    | \$72,275    | \$73,721    | \$75,195    |
| 5  | F/F aft 4 yrs          | \$60,081    | \$61,583    | \$63,122    | \$64,385    | \$65,673    |
| 6  | F/F aft 3 yrs          | \$54,980    | \$56,354    | \$57,763    | \$58,919    | \$60,097    |
| 7  | F/F aft 2 yrs          | \$49,879    | \$51,126    | \$52,404    | \$53,452    | \$54,521    |
| 8  | F/F aft 1 yr           | \$44,778    | \$45,898    | \$47,045    | \$47,986    | \$48,946    |
| 9  |                        |             |             |             |             |             |
| 10 | <b>Part-time</b>       | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>2024</b> |
| 11 | Inflation raise        | 2.0%        | 2.0%        | 2.0%        | 2.0%        | 2.0%        |
| 12 | Hourly rate (aft yr 2) | \$26.92     | \$27.46     | \$28.01     | \$28.57     | \$29.14     |
| 13 | Hourly rate (aft yr 1) | \$23.16     | \$23.63     | \$24.10     | \$24.58     | \$25.07     |
| 14 | F/F Starting Salary    | \$20.44     | \$20.84     | \$21.26     | \$21.69     | \$22.12     |

15

16 B. Salary schedule for all employees hired subsequent to 2015 . Employees shall

17 move from one level to the next following each full year of employment. There

18 will be no percent increases, other than the annual level adjustments for new

19 employees.

20 C. All salaries shall be effective on January 1 of each appropriate contract year and

21 shall be paid as of January 1 of each contract year.

22 **Full-time:**

|    |                 |          |
|----|-----------------|----------|
| 23 | Captain         | \$77,272 |
| 24 | F/F aft 12 yrs  | \$71,472 |
| 25 | F/F aft 11 yrs  | \$65,980 |
| 26 | F/F aft 10 yrs  | \$63,179 |
| 27 | F/F aft 9 yrs   | \$60,377 |
| 28 | F/F aft 8 yrs   | \$57,576 |
| 29 | F/F aft 7 yrs   | \$54,774 |
| 30 | F/F aft 6 yrs   | \$51,973 |
| 31 | F/F aft 5 yrs   | \$49,171 |
| 32 | F/F aft 4 yrs   | \$46,370 |
| 33 | F/F aft 3 yrs   | \$43,568 |
| 34 | F/F aft 2 yrs   | \$40,767 |
| 35 | F/F aft 1 yr    | \$37,438 |
| 36 | Starting Salary | \$33,000 |
| 37 | Probationary    | \$28,250 |

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ARTICLE XX

E.M.T. ALLOWANCE

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

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

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

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

1 ARTICLE XXI

2 OVERTIME

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

5  
6 B. All employees covered by this Agreement shall in addition to their base pay be paid at the rate  
7 of one and one-half (1 ½) time their straight time hourly rate of pay computed for all overtime  
8 hours worked.

9  
10 C. All overtime shall be paid bi-weekly, as earned.

11  
12 D. Regardless of normal work week rules previously defined in this Agreement, all employees  
13 covered under this Agreement and while off-duty who respond to the following emergencies:  
14 “Working or Structure Fires, MVA-Jaws requests, FAST team assignments, Mutual Aid requests  
15 or request for additional manpower” incidents that are toned out by the City’s Fire dispatcher, shall  
16 be paid one and one-half times their prevailing pay rate at that time for a minimum of one (1) hour  
17 up to a maximum of the hours actually worked for that incident.

18  
19 E. Overtime or commensurate time off for employees on regular duty will commence after the  
20 end of their regularly scheduled workday. The parties recognize and agree that if the City, through  
21 the Captain, in its’ sole discretion, changes the employee’s regular workday, overtime will  
22 commence at the end of the newly implemented regular workday. However, the parties recognize  
23 and agree that the Captain will not change the employee’s regular duty day on a daily or individual  
24 basis.

1  
2 F. All employees who are required to certify or recertify to keep current, City required state  
3 certification, at time other than their regular shift, shall be paid by the City at the applicable  
4 overtime rate.

5  
6 G. Any firefighter attending firematic or EMS classes or seminars shall be granted the time off  
7 without being charged vacation or personal time.

8  
9 H. Any full-time firefighter attending scheduled Training Drills will receive a minimum of two  
10 (2) hours overtime and a maximum of six (6) hours overtime, per month, if not on duty at the time  
11 of the drill. The Captain shall create an annual schedule of Training Drills for firefighters and  
12 provide a copy of such schedule to the City. Firefighters shall attend a minimum of six Training  
13 Drills annually measured from Jan 1<sup>st</sup> to Dec. 31. Part-time firefighters shall be paid at their  
14 prevailing rate based on work week rules.

15  
16 I. Any firefighter who does not attend the required annual training drills shall be placed on  
17 probation for following year to cure the lack of attendance issue. If within the following year the  
18 lack of attendance issue is cured by attending the minimum annual drills the probation is vacated.  
19 If within the following year from being placed on probation, the lack of attendance issue is not  
20 cured, the firefighter shall be terminated.

21  
22 ARTICLE XXII

23 LONGEVITY

A. Each full time employee covered by this Agreement shall be paid in addition to his annual base salary additional compensation based upon the length of his service and determined according to 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<br>for each additional year<br>after 3 to 30 years up to<br>a maximum of \$3, 700.00 |

B. Longevity pay shall be applied on the basis of the firefighter's anniversary date of employment.

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

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

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

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

7  
8 F. For part-time firefighters, the longevity or bonus payment will be in a separate check issued  
9 with the pay before each Thanksgiving.  
10  
11

12 ARTICLE XXIII

13 ACTING CAPTAIN

14 A. In the absence of the Captain for more than ten (10) days, an Acting Captain will be selected  
15 from the fulltime firefighters and appointed by the Captain. The Captain shall notify the governing  
16 body of such temporary assignment. In the event the Captain is unavailable or has terminated  
17 employment with the City, then the Governing Body shall appoint the Acting Captain.  
18

19 B. Any firefighter who shall serve as Acting Captain, in the absence of the Captain, for more than  
20 10 days shall be entitled to an additional 10% of the base rate of pay for all hours worked during  
21 the period of temporary assignment, but in no event shall the firefighter receive an amount greater  
22 than the existing Captain's base rate of pay.  
23

24 ARTICLE XXIV

25 COLLEGE ALLOWANCES

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

14  
15 B. In addition, any employee joining the Fire Department who has acquired college credits in a  
16 field other than fire science shall be compensated for these credits at the same rate as credits in fire  
17 science as set forth in the schedule herein below.

18 This provision is not retroactive and shall apply only to those employees joining the Department  
19 subsequent to the execution of the Agreement. Further, for such employee to qualify for the  
20 increment for college credits, said employee must enroll or study in an institution or college which  
21 offers a college curriculum leading to or accreditable toward an undergraduate baccalaureate or  
22 associate degree in fire science, which institution or college is accredited by the Board of Higher  
23 Education, and said employee must be a matriculating student until a degree is attained. If, for

any reason, said employee fails to meet these conditions, he will not be entitled to payment for college credits with the exception of those earned fire science credits.

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

D. The employee further agrees that he must continue within the employ of the City of Linwood for at least one year after he receives reimbursement from the City for the credits attained, and in the event that the employee leaves the employ of the City of Linwood prior to one year after receiving said reimbursement, the employee shall be required to reimburse the City for any reimbursement paid by the City for credits attained within the period of one year prior to his leaving the employ of the City, and the City shall have the further right to deduct the sum from the last pay check of the employee about to leave the employ of the City.

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

| <u>No. of Credits</u> | <u>Allowance</u> |
|-----------------------|------------------|
| 16 credits            | \$250.00         |
| 17 - 32 credits       | 300.00           |

|   |                    |          |
|---|--------------------|----------|
| 1 | 33 - 64 credits    | 600.00   |
| 2 | Associate Degree   |          |
| 3 | plus 64 credits to |          |
| 4 | 128 credits        | 900.00   |
| 5 | Bachelor's Degree  | 1,050.00 |
| 6 | Master's Degree    | 1,300.00 |

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

10 ARTICLE XXV

11 HOSPITALIZATION INSURANCE

12 A. It is the City's policy to provide health care protection to its employees. The coverage shall  
13 be no less than the present New Jersey Health Benefits Program, NJ Direct 10 Hospitalization  
14 Insurance Plan, Delta Preferred Dental Benefits Plan and the Group Vision Care Plan that are effect  
15 during the calendar year 2009.

16  
17 B. Until such time as Council changes the coverage by Resolution, full-time employees will  
18 receive New Jersey Health Benefits Program, NJ Direct 10 Hospitalization Insurance Plan, Delta  
19 Dental, Optical, and Prescription coverage, as well as life insurance coverage. All full-time  
20 employees shall continue to pay a percentage of the total cost of health coverage benefits in  
21 accordance with P.L. 2011, c.78 and any amendments thereto.

22 1. Employees Hired Before Adoption: Full-time employees whose employment  
23 commenced prior to passage of the ordinance that adopts these rules will receive the  
24 Coverage for themselves and their families, at City Expense, but with the employees

1       paying a percentage of the total cost in accordance with P.L. 2011, c.78 and any  
2       amendments thereto.

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

8       3. Spousal Benefits after Retirement. All full-time firefighters upon completion of twenty-  
9       five (25) years of service with the City of Linwood, will receive 100% Coverage for the  
10      employee and for their spouse, 50% borne by the employee and the remaining 50% borne  
11      by the City.

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

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

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

19  
20  
21  
22                                   ARTICLE XXVI

23                                   CLOTHING ALLOWANCE

1 A. It is agreed that a clothing allowance for all uniformed employees will be given at four hundred  
2 fifty dollars (\$450.00) per year for full-time firefighters and two hundred and fifty dollars  
3 (\$250.00) per year for all part-time firefighters to purchase and replace uniforms, as necessary,  
4 provided, however, that the employees submit bills verifying the amounts of money spent for the  
5 purchase and replacing of uniforms. The clothing must conform to Captain's listing of approved  
6 station ware.

7  
8 B. 1. If an employee loses or damages any equipment while on duty, and such loss or damage is  
9 not due to negligence or carelessness, and said employee wishes to file a claim for reimbursement,  
10 said claim must be filed with the Captain within twenty-four (24) hours of the occurrence.

11  
12 2. The City agrees to respond to any claim within thirty (30) days, as to whether or not the  
13 City accepts responsibility and liability for replacement, whether or not the City will agree to  
14 replace the equipment, and the availability and time frame for replacing said equipment if the City  
15 accepts liability for the replacement.

16  
17 3. The City agrees to bear the cost of replacement for any City issued equipment lost or  
18 damaged if said loss or damage occurs while the employee is acting in his line of duty and is not  
19 due to negligence or carelessness.

20  
21 C. All new employees shall be supplied, at city expense, one (1) complete set of NFPA approved  
22 Personal Protective Equipment to include Coat, Bunker Pants, Boots, Helmet, Gloves, Hood,  
23 Suspenders, Accountability Tag in addition to an appropriate amount of NFPA approved station  
24 wear.

1  
2 D. All Personal Protective Equipment and station wear shall meet the standard, whether existing  
3 or promulgated during the term of this Agreement, which provides the highest level of worker  
4 protection from among federal, state, provincial or voluntary consensus standards.  
5  
6

7 ARTICLE XXVII

8 COURT APPEARANCES  
9

10 A. All employees shall be required to wear full uniform for all job related Court appearances,  
11 whether scheduled when they are on or off duty.  
12  
13

14 ARTICLE XXVIII

15 DUES DEDUCTION AND AGENCY SHOP

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

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

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

9  
10 E. Any such written authorization may be withdrawn at any time by filing of notice of such  
11 withdrawal with the City Clerk. The filing of Notice of withdrawal shall be effective to halt  
12 deductions in accordance with NJSA 52:14-15.0e, as amended.

13  
14 F. The City agrees to implement an agency shop in accordance with Chapter 477 of the laws of  
15 1979, with a representation fee for non-member employee's equivalent to 85% of the regular  
16 membership dues, fees and assessments. The Association, in exchange for the implementation of  
17 said agency shop, agrees to hold the City harmless against any and all claims or suits, or any other  
18 liability occurring as a result of the implementation of this agency provision.

19  
20  
21 ARTICLE XXIX

22 DISCIPLINARY PROCEDURES

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

- 1        1. Any formal fact-finding interview or interrogation of a member of the department shall  
2            be at a reasonable hour, preferably when the member of the department is on duty, unless  
3            the exigencies of the investigation dictate otherwise.
- 4        2. The formal fact-finding interview or interrogation shall take place at a location designated  
5            by the Chief of the Fire Department. Usually it will be at Fire Headquarters or the location  
6            where the incident allegedly occurred.
- 7        3. The member of the department shall be informed of the nature of the investigation before  
8            any formal fact-finding interview or interrogation of that member commences, when  
9            disciplinary action is contemplated. Sufficient information to reasonably apprise the  
10           member of the allegation shall be provided. If it is known that the member of the  
11           department is being questioned as a witness only, he shall be so informed at the initial  
12           contact.
- 13       4. The formal fact-finding interview or interrogation shall be reasonable in length.  
14           Reasonable respite shall be allowed.
- 15       5. If a member of the department is under arrest or is likely to be, that is, if he is a suspect  
16           or the target of a criminal investigation, he shall be immediately warned of all of his  
17           constitutional rights pursuant to the Constitution of the United States and of the State of  
18           New Jersey and immediately be permitted to consult with counsel of his own choosing  
19           prior to any questioning taking place. Reimbursement of counsel costs, if any, will be in  
20           accordance with New Jersey Statutes.
- 21       6. Members shall not be suspended or suffer any loss in benefits until after said member has  
22           had a disciplinary hearing and has been found guilty, except in cases of a severe nature,  
23           when the Chief and/or Captain deems the suspension of the member an immediate  
24           necessity for the safety of the public or the welfare of the Department. The Chief or the

Captain shall immediately submit a report explaining such action to the Council Representative for Public Safety and a copy of said report shall be made available to the member upon submission to the Council Representative for Public Safety.

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

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

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

#### E. DISCIPLINE AND DISCHARGE

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

b. Copies of disciplinary charges or other notices relating to disciplinary action involving any bargaining unit member shall be furnished to the Local, contemporaneously upon issuance to the employee, unless the employee explicitly directs that same not be provided to the Local. In such case, the employees must

1 sign in the presence of the Local's authorized representative, a form memorializing  
2 such decision and the completed form shall then immediately be furnished to the  
3 Local's authorized representative. This form shall be prepared, in blank, in manner  
4 and form mutually agreed upon by the City and Local.  
5

6 F. The employer and its authorized representatives recognize each represented employee's  
7 Garrity Rights, including each employee's right to invoke their 5th Amendment right against  
8 self-incrimination.  
9

10 G. The employer and its authorized representatives recognize each represented employee's  
11 Loudermill Rights regarding their vested property right in their employment with the City of  
12 Linwood and pursuant to such rights, an employee cannot be dismissed without due process.  
13

#### 14 H. RICE NOTICES

15 a. Consistent with Rice v. Union City Regional High School Board of Education,  
16 155 N.J. Super 64 (App. Div. 1977), cert. den. 76 N.J. 238 (1978), notice must be  
17 served upon any employee if the employer intends to discuss the employee.

18 b. Employees notified that the employer intends to discuss him/her will then have  
19 the opportunity to decide whether he/she wishes the discussion to be in public,  
20 instead of closed session.

21 c. All Rice notices to represented employees shall be in writing.

22 d. Employee decisions as to whether discussions will be held in public or closed  
23 session will also be memorialized in writing.  
24

1  
2  
3 ARTICLE XXX

4 PERSONNEL FILES

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

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

12  
13 C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy  
14 shall be furnished to him and he shall be given the opportunity to rebut same in writing if he so  
15 desires.

16  
17 D. Any material in a personnel file that has not been subject to a departmental hearing shall be  
18 grievable up to and including Step Four of the Grievance Procedure.

19  
20 E. There shall be no other personnel file containing material not subject to inspection by the  
21 firefighter.

1  
2  
3 ARTICLE XXXI

4 MISCELLANEOUS

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

10  
11 B. SAVINGS CLAUSE Each and every clause of this Agreement shall be deemed separable  
12 from each and every other clause of this Agreement to the extent that in the event any clause or  
13 clauses shall be finally determined to be in violation of any law, then in such event, such clause or  
14 clauses, only to the extent that any may be so in violation shall be deemed of no force and effect  
15 and unenforceable without impairing the validity and enforceability of the rest of the Agreement,  
16 including any and all provisions on the remainder of any clause, sentence or paragraph in which  
17 offending language may appear.

18  
19 C. HEADINGS All headings contained herein this Agreement are intended to be for ease of  
20 reference and are for identification purposes only. No heading shall be construed to being material  
21 to interpretation to this Agreement.

22  
23  
24 ARTICLE XXXII

1                                    NON-UNION EMPLOYEES and SENORITY

2     A.    NON-UNION EMPLOYEES.   No non-union personnel shall perform the duties done  
3     ordinarily by employees in the Association except for purposes of instruction or bona-fide  
4     emergencies. This does not apply to mechanical repairs on equipment or facilities undertaken by  
5     members of the Linwood Volunteer Fire Company #1.

6  
7     B.    SENORITY.   In all cases or any decrease or increase in the work force, for scheduling  
8     preference and in the case of promotion, the main factor to be considered will be continuous service  
9     within the Fire Department. Other factors will also be considered in addition to those listed herein,  
10    namely current position, job performance and qualifications for the position.

11  
12  
13  
14  
15  
16  
17  
18                                    ARTICLE XXXIII  
19                                    FULLY-BARGAINED AGREEMENT

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

1 the knowledge or contemplation of either or both parties at the time they negotiated or signed this  
2 Agreement.

3  
4 B. This Agreement shall not be modified in whole or in part by the parties except by an  
5 instrument in writing executed by both parties.

6

1 ARTICLE XXXIV

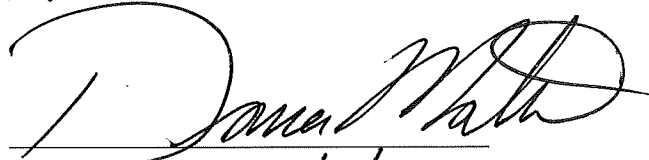
2 DURATION OF AGREEMENT

3 A. This Agreement shall be effective as of and retroactive to January 1, 2020 and shall continue  
4 in full force and effect through December 31, 2024.  
5

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

13 City of Linwood

IAFF Local #4370

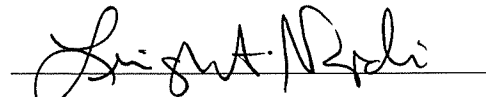
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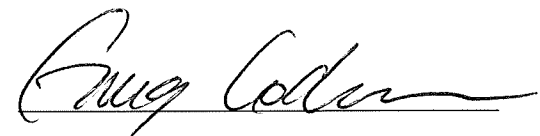
15 

16 Darren Matik  
17 Mayor

3/1/2020

Jay Sarno  
Local Vice President

18 

19 

20 Leigh Ann Napoli  
21 RMC, Municipal Clerk  
22

Greg Coderre  
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 fire fighting 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 fire fighting 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, 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 fire fighting 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 fire fighting 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.