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AGREEMENT

between the

CITY OF LINWOOD

ATLANTIC COUNTY, NEW JERSEY

And

LINWOOD UNIFORMED FIREFIGHTERS ASSOCIATION

LOCAL UNION #4370

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC

JANUARY 1, 2015 through DECEMBER 31, 2019

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AGREEMENT

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

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provision of Chapter 123, Laws of 1974 (N.J.S.A. 34:13A-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and the Employees; to provide for the resolution of legitimate grievances, and; to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Linwood.

ARTICLE II

EMPLOYEE REPRESENTATIVE and EMPLOYEE CLASSIFICATIONS

A. Majority Representatives and EMPLOYEE CLASSIFICATIONS

1. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full and regular part time paid firefighter employees of the City of

1 Linwood. The Association shall have all the rights and privileges pursuant to N.J.S.A. 34:a-5.1,
2 et seq.

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

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

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

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

13

14 B. Delegates

15 1. One (1) Delegate or alternate, named by the Linwood members of the Association, shall be
16 excused by the Captain to attend regular meetings of the Association which occur monthly,
17 providing that there is coverage on that particular shift.

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

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

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

1 5. An employee attending any meeting covered by this Article on his off-duty time shall do so
2 voluntarily. The employee and the Association understand and agree that any such off-duty time
3 spent shall not be compensated by the City and shall not be considered “compensable hours”
4 pursuant to the Fair Labor Standards Act.

5
6
7 ARTICLE III

8 GRIEVANCE PROCEDURE

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

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

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

20 2. With respect to employee grievances, no grievance may proceed beyond Step Four herein
21 unless it constitutes a controversy arising over the interpretation, application or alleged violation
22 of the terms and condition of the Agreement. Disputes concerning terms and condition of
23 employment controlled by statute or administrative regulation, incorporation by reference in this

1 Agreement, either expressly or by operation of law, shall not be processed beyond Step Four
2 herein.

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

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

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

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

1 Representative for Public Safety shall respond, in writing, to the grievance within twenty (20)
2 work days of the submission.

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

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

17
18 E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has
19 jurisdiction to hear and decide the matter in dispute.

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

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

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

ARTICLE IV

NON-DISCRIMINATION

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

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

6
7
8 ARTICLE V

9 BULLETIN BOARDS

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

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

14
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16 ARTICLE VI

17 MANAGEMENT RIGHTS

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

- 22 1. The executive management and administrative control of the City Government, all of its
23 properties and facilities, and the activities of its employees;
24 2. Hiring and firing of all employees in accordance with the limitations of law;

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

1 express terms of this Agreement and then only to the extent such specific and express terms
2 hereof are in conformance with the constitution and the laws of New Jersey and of the United
3 States.

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

9
10 The parties agree that the Captain and other officers shall exercise their supervisory duties
11 faithfully, irrespective of the fact that they have or may have maintained affiliation with the
12 Association.

13
14
15 **ARTICLE VII**

16 **OUTSIDE EMPLOYMENT**

17
18 A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work
19 while off-duty.

20
21 B. It is understood that the full-time employees will consider their position with the City as their
22 primary job. Any outside employment must not interfere with the employee's efficiency in his
23 position with the City and must not constitute any conflict of interest.

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

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

5

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ARTICLE VIII

8

EXCHANGE OF SHIFTS

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

12

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

16

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ARTICLE IX

19

STRIKES and LOCKOUTS

20 A. The Association and employees assure and pledge to the City that their goals and purposes
21 are such as to condone no strikes by employees nor work stoppages, slow-downs, or any other
22 such methods which would interfere with services to the public or violate the Constitution and
23 laws of the State of New Jersey. The Association and employees will not initiate such activities

1 nor advocate or encourage other employees to initiate the same, and the Association and
2 employees will not support any member of this organization acting contrary to this provision.

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

5

6

7

ARTICLE X

8

HOLIDAYS

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

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

18.

19 B. The following holidays will be observed.

- | | | |
|----|------------------------|----------------------------|
| 20 | 1. New Year's Day | 8. Columbus Day |
| 21 | 2. Martin L. King, Jr. | 9. Election Day |
| 22 | 3. President's Day | 10. Veteran's Day |
| 23 | 4. Good Friday | 11. Thanksgiving Day |
| 24 | 5. Memorial Day | 12. Day after Thanksgiving |

1 6. Independence Day

13. Christmas Day

2 7. Labor Day

3
4 For calendar years covered by this Agreement, it is understood and agreed by and between the
5 parties that any firefighter who works on the dates indicated for celebration of the above holidays
6 in the respective contract years shall have the option of taking the shift off anytime during the
7 calendar year or submitting an overtime report for that shift and being paid time and one-half, in
8 which case the firefighter shall not have any right to take any time off for that shift.

9
10 C. Employees terminating their employment with the City or having their employment with the
11 City terminated by the City shall be entitled to be paid for all accrued holidays on a pro-rata
12 basis. If the number of holidays utilized by an employee exceeds the number to which he was
13 entitled to take by the date of termination, the City shall be entitled to re-coup compensation for
14 the excess number of holidays taken based on the list of holidays and the date of severance.

15
16 D. For all hours worked on observed Holidays, part-time employees shall be paid time and one-
17 half of their normal pay rate at that time.

18 ARTICLE XI

19 VACATIONS

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

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

1 B. No vacation days shall be taken prior to the accrual thereof. Thereafter, an employee shall be
 2 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

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

7 C. An employee planning to use a vacation day must provide at least a fourteen (14) day notice.
 8 Response by the Captain or his designee will be within seventy-two (72) hours of the date the
 9 request is submitted. However, in the event of an unforeseen circumstance, a request may be
 10 made within twenty-four (24) hours, which may be granted or denied in the sole discretion of
 11 the Captain. If a firefighter submits a request for vacation at least twenty (20) days prior to the
 12 requested vacation leave, the Captain or his designee shall respond within seventy-two (72)

1 hours of the date the request is submitted. Any vacation leave approved will not be rescinded to
2 avoid the payment of overtime to assure minimum manning requirements.

3

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

7

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

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

18

19

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ARTICLE XII

21

PERSONAL DAYS

22 A. A personal day is to be used by full-time employees for the purpose of attending personal
23 obligations which cannot be addressed during scheduled working hours. Each employee shall be
24 entitled to three (3) personal days without giving a reason therefore. Personal days are to be

1 allotted on January 1 of each year. Approval of such days will not be unreasonably denied
2 except for reasons related to efficient operation of a department and will be made in the sole
3 discretion of the Captain. Personal days may not be carried over into the succeeding year. Any
4 employee planning to use a personal day must provide at least a five (5) day notice. Response by
5 the Captain will be no later than twenty-four (24) hours after to the date receiving request.

6
7 B. Personal days are in addition to and are not to be deducted from vacation, holidays, comp. or
8 sick leave days.

9
10 C. It is the intent of this Article to make every effort to grant the personal day to the firefighter
11 requesting same by the Captain.

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

17
18 E. If the employee is terminated by the City for reasons of discrimination he/she will not be paid
19 for accrued personal days.

20
21
22 ARTICLE XIII

23 WORK WEEK and STAFFING

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

5

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

9

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

12

13 D. A regular part-time firefighter's work week as defined in this Agreement should not exceed
14 30 hours per week on regular basis as presently outlined in the schedule for the members of the
15 Fire Department of the City of Linwood. Should the part-time firefighter work more than 40
16 hours in a work week, they shall be paid overtime as described in the Overtime section of this
17 Agreement.

18

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

23

24

1 ARTICLE XIV

2 SICK LEAVE

3
4 A. Sick leave applies to full-time employees and is hereby defined to mean absence from post of
5 duty by an employee because of illness or exposure to contagious disease.

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

9
10 C. 1. Any employee who shall be absent from work for five (5) or more consecutive working
11 days due to illness, or leave and attendance of a member of the employee's immediate family
12 shall be required to submit acceptable medical evidence substantiating the illness.

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

15 3. If sick leave is not approved for just cause, the time involved during which the employee
16 was absent shall be charged to his vacation, if any, providing the employee agrees.

17 Otherwise, he will suffer loss of his pay for such unauthorized time.

18
19 D. In case of sick leave due to exposure to contagious disease, a certificate from the family
20 doctor shall be required.

21
22 E. Sick leave shall accrue for regular full-time employees at the rate of one (1) eight (8) hour
23 day per month during the first calendar year of employment and fifteen (15) eight (8) hour

1 working days in every calendar year of employment thereafter, and shall accumulate from year
2 to year.

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

5

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

11

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

15

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

21

22 J. Upon separation from service for any reason except termination for disciplinary infractions,
23 an employee hired prior to 1/1/2005 shall receive payment at his last rate of pay for fifty percent
24 (50%) of his accrued and unused sick leave time, provided, however, that no employee shall be

1 so entitled unless he has served a total of ten (10) years. This payment shall not exceed
2 \$15,000.00. However, no employee hired prior to 1/1/05 shall be entitled to accumulate more
3 than a total of one hundred seventy-five (175) eight (8) hour days of sick leave at time of
4 retirement. No employee hired after to 1/1/05 shall be entitled to accumulate more than a total of
5 one hundred fifty (150) eight (8) hour days of sick leave at time of retirement and his separation
6 payment shall not exceed \$10,000.

7

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

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

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

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

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

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ARTICLE XV

FUNERAL LEAVE

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

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

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

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

ARTICLE XVI
INJURY LEAVE

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

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

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

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

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

20
21 D. If the City does not accept the certificate of the physician designated by the insurance carrier,
22 the City shall have the right at its own cost to require the employee to obtain a physician
23 examination and certification of fitness by a physician appointed by the City.

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

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

15
16 G. If the City can prove that an employee has abused his privileges under this Article, the
17 employee will be subject to disciplinary action by the City, up to and including termination.

18
19 H. If the employee's injury is due to his failure to wear or utilize Personal Protective Equipment,
20 tools and/or devices supplied by the City, the City may refuse to pay the difference between the
21 employee's salary and Worker's Compensation claims as discussed in Section F above.

22
23 ARTICLE XVII

24 LEAVE FOR I.A.F.F. MEETINGS

1

2 A. The City agrees to grant time off without loss of regular straight time pay to the Executive
3 Delegate and President of the Association (or appointed alternates) for the purpose of attending
4 the regularly scheduled meetings of the State and District Association and Annual Convention as
5 per N.J.S.A. 11:26C-4, provided that at least seventy-two (72) hours written notice is given to the
6 Captain. The Association shall designate, at the beginning of each year, the Executive Delegate
7 and President. It is specifically understood that the employees so designated under this Section
8 shall not switch shifts in order to receive pay for the purpose of attending said meetings under
9 this Section; and it is also specifically understood that if any such meetings occur on a non-
10 scheduled period, the employee shall receive no pay. It is provided further that the granting of
11 such leave shall not interfere with the operation of the Fire Department of the City. The number
12 of meetings for which time off without loss of regular straight time pay shall be granted shall not
13 exceed one (1) per month

14

15 B. An employee attending any meeting covered by this Article on his off-duty time shall do so
16 voluntarily. The employee and the Association understand and agree that any such off-duty time
17 spent shall not be compensated by the City and Shall not be considered “compensable hours”
18 pursuant to the Fair Labor Standards Act.

19

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

23

1 D. It is specifically understood that the employees so designated under Section A or C shall not
2 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.

5 ARTICLE XVIII

6 LEAVE OF ABSENCE

7
8 A. Any full time employee of the Linwood Fire Department may request a leave of absence
9 without pay from his regular duties for a term up to one (1) year in order to participate in other
10 interests outside the Department, providing that such absence does not conflict with or adversely
11 affect the routine functioning of the Fire Department and the welfare of the City of Linwood.

12 Any employee, who is desirous of applying for such a leave, shall submit to the Captain a written
13 request, stating the reasons for the leave and the proposed period of time involved, at least thirty
14 (30) days prior to the proposed commencement date of said leave, except in the case of illness.

15 In case of illness, written notice shall be given to City Council as soon as reasonably possible.
16

17 B. Any leave of absence from duty is subject to the approval of the Linwood City Council and
18 the Mayor and only if for a position with the county, state or federal government or another
19 public interest organization. Any employee of the Linwood Fire Department may shorten the
20 proposed term of a leave by showing seven (7) days written notice of his intent to do so upon
21 City Council.
22

23 C. Any employee will not qualify for salary raises, promotions, existing benefits or

1 any benefits which may occur or accrue during his absence. An employee who is on an
2 authorized leave of absence may continue to be a member of the Linwood City Group Health
3 program by assuming the full cost of the premiums. However, such a leave will not alter the
4 salary of an employee upon his return and for the purposes of calculating salary, benefits and
5 seniority, the total leave time will be subtracted from the total time of employment.

6

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

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

- 18 a. The individual must have been a regular full time employee.
- 19 b. The individual must have left a job with the city to directly enter the
20 military service.
- 21 c. The individual must be able, currently, to perform the duties of the former
22 position, or, in the event of a service-connected disability, be able to
23 perform the duties of an equally responsible position.
- 24 d. A position exists for which the individual is qualified..

- 1 e. The individual makes application for reemployment within ninety (90)
2 days after honorable discharge or within one (1) year following
3 hospitalization from service-connected disability.
- 4 f. Any employee entering the armed forces will be placed on an unpaid leave
5 of absence for the period of military service specified in Subsection
- 6 g. Employees on military induction leave will not accrue paid vacation or
7 paid holidays; however, the time spent in military service will be included
8 as credited service when the employee returns to employment with the
9 City.
- 10 h. When an employee is inducted into the military service he or she is
11 entitled to any accrued vacation in the same manner as though terminated.
- 12 i. Life insurance/medical insurance coverage for employees on military
13 induction leave will cease with the last day of the month in which the
14 employee leaves the active employ of the city, subject to the conditions of
15 the insurance policies

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

- 18 a. A regular full-time employee will continue to receive his or her salary for up
19 to two (2) weeks in each calendar year in order to fulfill an annual military
20 training obligation as a member of the United States Armed Forces or
21 National or State Guard. The amount of the employee's basic military pay
22 (exclusive of allowances), including longevity pay, for up to two (2) weeks of
23 training will be deducted from the first payroll check that the employee

1 receives following return to work. [Refer to Subsection D b.] The amount of
2 this deduction will not exceed the employee's city salary for the same period.

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

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

9 3. Military Leave Induction

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

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

19 4. Annual Military Training

20 a. The employee will furnish a copy of the military orders to the Captain
21 immediately upon receipt of said orders. The employee will provide the payroll
22 office with a copy of the military pay voucher as soon as possible after return
23 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 the ratification of this Agreement:

	2015	2016	2017	2018	2019
Inflation raise	2%	2%	2%	0%	0%
<u>Full-time: (Annual base pay)</u>					
Captain	\$80,155	\$81,758	\$83,393	\$83,393	\$83,393
F/F aft 8 yrs	\$75,102	\$76,604	\$78,136	\$78,136	\$78,136
F/F aft 7 yrs	\$70,346	\$71,753	\$73,188	\$73,188	\$73,188
F/F aft 6 yrs	\$65,586	\$66,898	\$68,236	\$68,236	\$68,236
F/F aft 5 yrs	\$64,195	\$65,479	\$66,789	\$66,789	\$66,789
F/F aft 4 yrs	\$56,066	\$57,187	\$58,331	\$58,331	\$58,331
F/F aft 3 yrs	\$51,306	\$52,332	\$53,379	\$53,379	\$53,379
F/F aft 2 yrs	\$46,546	\$47,477	\$48,427	\$48,427	\$48,427
F/F aft 1 yr	\$41,786	\$42,622	\$43,474	\$43,474	\$43,474
F/F Starting Salary	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000
Probationary	\$28,250	\$28,250	\$28,250	\$28,250	\$28,250
<u>Part-time</u>					
Inflation raise	1.5%	1.5%	1.5%	0%	0%
Hourly rate (aft yr 2)	\$25.55	\$26.00	\$26.39	\$26.39	\$26.39
Hourly rate (aft yr 1)	\$22.04	\$22.37	\$22.71	\$22.71	\$22.71
F/F Starting Salary	\$19.45	\$19.74	\$20.04	\$20.04	\$20.04

B. Salary schedule for all employees hired subsequent to the ratification of this Agreement. Employees shall move from one level to the next following each full

1 year of employment. There will be no percent increases, other than the annual
2 level adjustments for new employees.

3	Captain	\$77,272
4	F/F aft 14 yrs	\$71,472
5	F/F aft 13 yrs	\$68,875
6	F/F aft 12 yrs	\$66,281
7	F/F aft 11 yrs	\$63,687
8	F/F aft 10 yrs	\$61,093
9	F/F aft 9 yrs	\$58,499
10	F/F aft 8 yrs	\$55,905
11	F/F aft 7 yrs	\$53,311
12	F/F aft 6 yrs	\$50,717
13	F/F aft 5 yrs	\$48,123
14	F/F aft 4 yrs	\$45,529
15	F/F aft 3 yrs	\$42,935
16	F/F aft 2 yrs	\$40,341
17	F/F aft 1 yr	\$37,747
18	Starting Salary	\$35,153
19	Probationary	\$28,250

20

21

22 C. All salaries shall be effective on January 1 of each appropriate contract year and shall be paid
23 as of January 1 of each contract year.

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ARTICLE XX

30

E.M.T. ALLOWANCE

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

4

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

9

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

13

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

17

18

19

ARTICLE XXI

20

OVERTIME

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

23

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

4
5 C. All overtime shall be paid bi-weekly, as earned.

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

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

20
21 F. All employees who are required to certify or recertify to keep current, City required state
22 certification, at time other than their regular shift, shall be paid by the City at the applicable
23 overtime rate.

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

3
4 H. Any full-time firefighter attending scheduled Training Drills will receive a minimum of two
5 (2) hours overtime and a maximum of six (6) hours overtime, per month, if not on duty at the
6 time of the drill. The Captain shall create an annual schedule of Training Drills for firefighters
7 and provide a copy of such schedule to the City. Firefighters shall attend a minimum of six
8 Training Drills annually measured from Jan 1st to Dec. 31. Part-time firefighters shall be paid at
9 their prevailing rate based on work week rules.

10
11 I. Any firefighter who does not attend the required annual training drills shall be placed on
12 probation for following year to cure the lack of attendance issue. If within the following year the
13 lack of attendance issue is cured by attending the minimum annual drills the probation is vacated.
14 If within the following year from being placed on probation, the lack of attendance issue is not
15 cured, the firefighter shall be terminated.

16
17 ARTICLE XXII

18 LONGEVITY

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

22

<u>Years of Service</u>	<u>Longevity</u>
23 3 years	\$350.00
24 Each year after 3 to 30 years	\$350.00 plus \$125.00

1 for each additional year
2 after 3 to 30 years up to
3 a maximum of \$3, 700.00
4

5 B. Longevity pay shall be applied on the basis of the firefighter's anniversary date of
6 employment. An employee's base salary rate shall be adjusted to include longevity pay for
7 overtime computation as well as for pension purposes. Such longevity pay shall be divided
8 by the number of pay checks in any calendar year and paid in the bi-weekly payroll.
9

10 C. Longevity pay does not apply to any full time employee hired after January 1, 2005.
11

12 D. The city shall pay a \$350 bonus for any part-time FF who serves over 500 hrs. The city
13 shall pay an additional \$300 bonus for any part-time FF who serves over 750 hrs. The city shall
14 pay an additional \$300 for any part-time FF who serves over 1,000 hrs. per year measured from
15 November 1st thru October 31st so that payment can be calculated in a timely manner for
16 disbursement as noted in section F. below. This section only applies once the part-time
17 firefighter has begun their third year of service.
18

19 E. Subject to a part-time staff of six (6) part-time FF, all part-time FF will be required to work a
20 minimum of three hundred sixty (360) hours in a year or face termination. Should part-time
21 staff increase above six (6) part-time FF, the required minimum 360 hours is subject to a pro-
22 rata reduction. Non-holiday overtime hours are excluded from hour's calculation. Should
23 any part-time FF require a medical leave, their minimum hours are subject to pro-rata
24 reduction.
25

1 F. For part-time firefighters, the longevity or bonus payment will be in a separate check issued
2 with the pay before each Thanksgiving.
3
4

5 ARTICLE XXIII

6 ACTING CAPTAIN

7 A. In the absence of the Captain for more than ten (10) days, an Acting Captain will be selected
8 from the fulltime firefighters and appointed by the Captain. The Captain shall notify the
9 governing body of such temporary assignment. In the event the Captain is unavailable or has
10 terminated employment with the City, then the Governing Body shall appoint the Acting
11 Captain.
12

13 B. Any firefighter who shall serve as Acting Captain, in the absence of the Captain, for more
14 than 10 days shall be entitled to an additional 10% of the base rate of pay for all hours worked
15 during the period of temporary assignment, but in no event shall the firefighter receive an
16 amount greater than the existing Captain's base rate of pay.
17

18 ARTICLE XXIV

19 COLLEGE ALLOWANCES

20 A. The City and the Association agree that the amount and quality of an employee's education
21 often determines the value of his contribution to the community, and the degree of proficiency
22 with which he performs his duties. In order to provide an incentive to encourage the employees
23 to achieve the advantages of higher education, the City agrees that such employees who receives
24 academic credits for study in any institution of collegiate level which offers a college curriculum

1 leading to or accreditable toward and undergraduate baccalaureate or associate degree in fire
2 science, and which is accredited by the Board of Higher Education, shall be paid a college
3 allowance in the amount of seventy dollars (\$70.00) per year for each credit so received, together
4 with the cost of books necessary to obtain said credits during the employee's employment with
5 the City. Payments for all credits attained and for books shall be made on the first pay day after
6 receiving verification of the grade and credit obtained from the institution, provided, however,
7 that the employee must receive at least a "C" or a "P" in a P/F grading system in order to receive
8 reimbursement.

9

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

13 This provision is not retroactive and shall apply only to those employees joining the Department
14 subsequent to the execution of the Agreement. Further, for such employee to qualify for the
15 increment for college credits, said employee must enroll or study in an institution or college
16 which offers a college curriculum leading to or accreditable toward an undergraduate
17 baccalaureate or associate degree in fire science, which institution or college is accredited by the
18 Board of Higher Education, and said employee must be a matriculating student until a degree is
19 attained. If, for any reason, said employee fails to meet these conditions, he will not be entitled
20 to payment for college credits with the exception of those earned fire science credits.

21

22 C. Preference of training and selection of employees for educational leave will be based upon
23 rank, seniority and availability of courses, but it is expressly understood that every effort shall be

1 made to permit the employees to avail themselves of this educational opportunity on a rotating
2 basis according to said rank and seniority.

3

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

12

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

17	<u>No. of Credits</u>	<u>Allowance</u>
18	16 credits	\$250.00
19	17 - 32 credits	300.00
20	33 - 64 credits	600.00
21	Associate Degree	
22	plus 64 credits to	
23	128 credits	900.00
24	Bachelor's Degree	1,050.00
25	Master's Degree	1,300.00

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

4 ARTICLE XXV

5 HOSPITALIZATION INSURANCE

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

10
11 B. Until such time as Council changes the coverage by Resolution, full-time employees will
12 receive New Jersey Health Benefits Program, NJ Direct 10 Hospitalization Insurance Plan, Delta
13 Dental, Optical, and Prescription coverage, as well as life insurance coverage.

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

17 2. Employees Hired After Adoption: Full-time employees whose employment
18 commenced after passage of the ordinance that adopts these rules will receive the
19 Coverage for themselves at City expense. . An employee may select to have his/her
20 eligible dependents also covered under the health insurance plan, however, if the
21 employee so selects, he/she shall contribute through the following payroll deduction:
22 \$100.00 per month. Either of these contributions shall be for the employee's first five
23 (5) years employment. Commencing an employee's sixth (6th) year of employment,

1 the City shall provide the health insurance plan for the employee and his/her
2 dependents at no cost to the employee.

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

7 4. New Hires. Any employee hired after the ratification of this agreement shall not be
8 entitled to primary health benefits or supplemental hospitalization benefits upon
9 retirement.

10 5. Prescription Coverage. Full-time employees and family shall pay prescription costs
11 at the following rates which apply to each prescription: zero (\$0.00) for mail-order,
12 seven (\$7.00) for generic and ten (\$10.00) for brand name.

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

17
18
19 ARTICLE XXVI

20 CLOTHING ALLOWANCE

21 A. It is agreed that a clothing allowance for all uniformed employees will be given at four
22 hundred fifty dollars (\$450.00) per year for full-time firefighters and two hundred and fifty
23 dollars (\$250.00) per year for all part-time firefighters to purchase and replace uniforms, as
24 necessary, provided, however, that the employees submit bills verifying the amounts of money

1 spent for the purchase and replacing of uniforms. The clothing must conform to Captain's listing
2 of approved station ware.

3

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

8

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

13

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

17

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

22

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

6 ARTICLE XXVII

7 COURT APPEARANCES
8

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

13 ARTICLE XXVIII

14 DUES DEDUCTION AND AGENCY SHOP

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

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

23 C. If during the life of the Agreement there shall be any change in the rate of membership dues,
24 the Association shall furnish the City written notice thirty (30) days prior to the effective date of

1 such change and shall furnish to the City either new authorizations from its members showing
2 the authorized deduction for each employee, or an official notification on the letterhead of the
3 Association and signed by the President of the association advising of such change deduction.

4 D. The Association will provide the necessary “check-off authorization” form and the
5 Association will secure the signatures of its members on the forms and deliver the signed forms
6 to the City Clerk.

7
8 E. Any such written authorization may be withdrawn at any time by filing of notice of such
9 withdrawal with the City Clerk. The filing of Notice of withdrawal shall be effective to halt
10 deductions in accordance with NJSA 52:14-15.0e, as amended.

11
12 F. The City agrees to implement an agency shop in accordance with Chapter 477 of the laws of
13 1979, with a representation fee for non-member employee’s equivalent to 85% of the regular
14 membership dues, fees and assessments. The Association, in exchange for the implementation of
15 said agency shop, agrees to hold the City harmless against any and all claims or suits, or any
16 other liability occurring as a result of the implementation of this agency provision.

17
18
19 ARTICLE XXIX

20 DISCIPLINARY PROCEDURES

21 A. In an effort to insure that departmental investigations are conducted in a manner which is
22 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,
3 unless the exigencies of the investigation dictate otherwise.
- 4 2. The formal fact-finding interview or interrogation shall take place at a location
5 designated by the Chief of the Fire Department. Usually it will be at Fire Headquarters
6 or the location where the incident allegedly occurred.
- 7 3. The member of the department shall be informed of the nature of the investigation
8 before any formal fact-finding interview or interrogation of that member commences,
9 when disciplinary action is contemplated. Sufficient information to reasonably apprise
10 the 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
20 in accordance with New Jersey Statutes.
- 21 6. Members shall not be suspended or suffer any loss in benefits until after said member
22 has had a disciplinary hearing and has been found guilty, except in cases of a severe
23 nature, when the Chief and/or Captain deems the suspension of the member an
24 immediate necessity for the safety of the public or the welfare of the Department. The

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

5
6 B. A member who is the subject of a disciplinary investigation may not be required to prepare
7 reports other than reports filed in the normal course of business which deal with the subject
8 matter of the investigation, until after he has had reasonable opportunity to consult with his own
9 counsel.

10
11 C. Nothing herein shall be construed to deprive the Department or its' firefighters
12 to conduct the routine and daily operations of the Department.

13
14 D. Discipline shall be grievable and arbitrable in accordance with and pursuant to law.

15
16 E. DISCIPLINE AND DISCHARGE

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

23 b. Copies of disciplinary charges or other notices relating to disciplinary action
24 involving any bargaining unit member shall be furnished to the Local,

1 contemporaneously upon issuance to the employee, unless the employee explicitly
2 directs that same not be provided to the Local. In such case, the employees must
3 sign in the presence of the Local's authorized representative, a form
4 memorializing such decision and the completed form shall then immediately be
5 furnished to the Local's authorized representative. This form shall be prepared, in
6 blank, in manner and form mutually agreed upon by the City and Local.

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

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

15
16 H. RICE NOTICES

17 a. Consistent with Rice v. Union City Regional High School Board of Education,
18 155 N.J. Super 64 (App. Div. 1977), cert. den. 76 N.J. 238 (1978), notice must be
19 served upon any employee if the employer intends to discuss the employee.

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

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

1 d. Employee decisions as to whether discussions will be held in public or closed
2 session will also be memorialized in writing.
3
4
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6 ARTICLE XXX

7 PERSONNEL FILES

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

10 B. Employees covered under this agreement may, by reasonable request during normal business
11 hours, review in the presence of the Captain any written material other than pre-employment
12 material which may be contained in his personnel file. The request must be made through the
13 normal chain of command. Upon request, an employee is entitled to receive a copy of any
14 material in his personnel file, other than pre-employment material.
15

16 C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy
17 shall be furnished to him and he shall be given the opportunity to rebut same in writing if he so
18 desires.
19

20 D. Any material in a personnel file that has not been subject to a departmental hearing shall be
21 grievable up to and including Step Four of the Grievance Procedure.
22

23 E. There shall be no other personnel file containing material not subject to inspection by the
24 firefighter.

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ARTICLE XXXI

MISCELLANEOUS

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

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

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

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ARTICLE XXXII

NON-UNION EMPLOYEES and SENORITY

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

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

ARTICLE XXXIII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of

1 negotiations. During the term of the Agreement, neither party will be required to negotiate with
2 respect to any such matter, whether or not covered by this Agreement, and whether or not within
3 the knowledge or contemplation of either or both parties at the time they negotiated or signed
4 this Agreement.

5

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

8

1 ARTICLE XXXIV


2 DURATION OF AGREEMENT

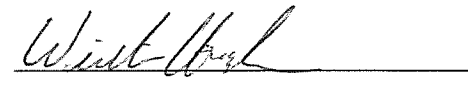
3 A. This Agreement shall be effective as of and retroactive to January 1, 2015 and shall continue
4 in full force and effect through December 31, 2019.

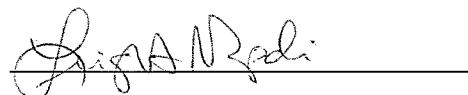
5
6 B. The parties agree that negotiations for a successor agreement modifying, amending, or
7 altering the terms and provisions of this Agreement shall commence no later than one hundred
8 twenty (120) days prior to the date on which this collective bargaining Agreement is to expire.
9 At least three (3) negotiation sessions must take place before either party can file for Interest
10 Arbitration with the Public Employment Relations Commission (PERC). The terms of this
11 Agreement and all practices shall remain in full force and effect until said successor agreement is
12 reached.

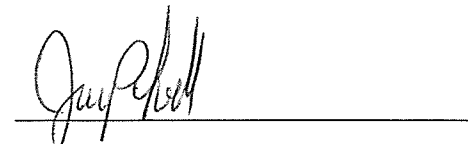
13
14 City of Linwood

IAFF Local #4370

15
16 
17 Richard DePamphilis, III
18 Mayor


William Hancock
Local Secretary

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


Jay Loder
Local President

1 APPENDIX A

2
3 City of Linwood

4
5 Job Description: Firefighter

6 Dated: 3/1/2005

7
8 GENERAL STATEMENT OF DUTIES: Performs intermediate public safety work engaging
9 directly in fire fighting and other emergency calls; maintains fire stations and equipment; does
10 related work as required.

11
12 DISTINGUISHING FEATURES OF THE CLASS: This is general duty firefighting work in
13 combating, extinguishing, and preventing fire. The employees in this class are responsible for the
14 protection of life and property through firefighting activities usually performed under close
15 supervision. Work requires performance of hazardous tasks under emergency conditions while
16 wearing SCBA which may involve extreme exertion under such handicaps as smoke and
17 cramped surroundings. A large part of duty time is taken up in pre-planning sessions, training,
18 and maintaining equipment and quarters.

19
20 REPORTS TO: During non-emergency duty time, reports to City's paid Captain or his designee.
21 During fire fighting and other emergency calls, reports to the Chief of the Linwood Volunteer
22 Fire Company #1 or the Incident Commander if the Chief is not in command at the incident. In
23 the absence of a Chief Officer, the City's Firefighter performs the task of Incident Commander.

24
25 SPECIAL REQUIREMENTS: A minimum of one years' experience in fire or emergency service
26 work. Must possess a valid NJ state driver's license and have passed/completed NJ Fire Fighter I
27 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.