

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, 2005 through DECEMBER 31, 2009  
18  
19  
20  
21  
22  
23

TABLE OF CONTENTS

<u>ARTICLE/TITLE</u>	<u>PAGE</u>
AGREEMENT.....	4
ARTICLE I.....	5
PURPOSE.....	5
ARTICLE II.....	5
EMPLOYEE REPRESENTATIVE AND EMPLOYEE CLASSIFICATIONS.....	5
ARTICLE III.....	7
GRIEVANCE PROCEDURE.....	7
ARTICLE IV.....	11
NON-DISCRIMINATION.....	11
ARTICLE V.....	11
BULLETIN BOARDS.....	11
ARTICLE VI.....	12
MANAGEMENT RIGHTS.....	12
ARTICLE VII.....	14
OUTSIDE EMPLOYMENT.....	14
ARTICLE VIII.....	15
EXCHANGE OF SHIFTS.....	15
ARTICLE IX.....	15
STRIKES AND LOCKOUTS.....	15
ARTICLE X.....	16
HOLIDAYS.....	16
ARTICLE XI.....	18
VACATIONS.....	18
ARTICLE XII.....	20
PERSONAL DAYS.....	20
ARTICLE XIII.....	21
WORK WEEK AND STAFFING.....	21
ARTICLE XIV.....	22
SICK LEAVE.....	22
ARTICLE XV.....	25
FUNERAL LEAVE.....	25
ARTICLE XVI.....	26
INJURY LEAVE.....	26

90 MAR 2 11 32 AM '09  
2009

1	<b>ARTICLE XVII</b> .....	29
2	LEAVE FOR I.A.F.F. MEETINGS .....	29
3	<b>ARTICLE XVIII</b> .....	30
4	LEAVE OF ABSENCE .....	30
5	<b>ARTICLE XIX</b> .....	35
6	SALARIES .....	35
7	<b>ARTICLE XX</b> .....	36
8	E.M.T. ALLOWANCE .....	36
9	<b>ARTICLE XXI</b> .....	37
10	OVERTIME .....	37
11	<b>ARTICLE XXII</b> .....	39
12	LONGEVITY .....	39
13	<b>ARTICLE XXIII</b> .....	40
14	ACTING CAPTAIN .....	40
15	<b>ARTICLE XXIV</b> .....	41
16	COLLEGE ALLOWANCES .....	41
17	<b>ARTICLE XXV</b> .....	43
18	HOSPITALIZATION INSURANCE .....	43
19	CLOTHING ALLOWANCE .....	45
20	<b>ARTICLE XXVII</b> .....	47
21	COURT APPEARANCES .....	47
22	<b>ARTICLE XXVIII</b> .....	47
23	DUES DEDUCTION AND AGENCY SHOP .....	47
24	<b>ARTICLE XXIX</b> .....	48
25	DISCIPLINARY PROCEDURES .....	48
26	<b>ARTICLE XXX</b> .....	50
27	PERSONNEL FILES .....	50
28	<b>ARTICLE XXXI</b> .....	51
29	MISCELLANEOUS .....	51
30	<b>ARTICLE XXXII</b> .....	53
31	NON-UNION EMPLOYEES AND SENORITY .....	53
32	<b>ARTICLE XXXIII</b> .....	54
33	FULLY-BARGAINED AGREEMENT .....	54
34	<b>ARTICLE XXXIV</b> .....	55
35	DURATION OF AGREEMENT .....	55
36		
37	JOB DESCRIPTION: FIREFIGHTER .....	56
38	JOB DESCRIPTION: CAPTAIN .....	57

AGREEMENT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

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.

1 ARTICLE I

2 PURPOSE

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

10  
11  
12 ARTICLE II

13 EMPLOYEE REPRESENTATIVE and EMPLOYEE CLASSIFICATIONS

14 A. Majority Representatives and EMPLOYEE CLASSIFICATIONS

15 1. The City hereby recognizes the Association as the sole and exclusive negotiating  
16 agent and representative for all full and regular part time paid firefighter  
17 employees of the City of Linwood. The Association shall have all the rights and  
18 privileges pursuant to N.J.S.A. 34:a-5.1, et seq.

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

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

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

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

9

10 B. Delegates

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

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

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

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

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

1 that any such off-duty time spent shall not be compensated by the City and shall  
2 not be considered "compensable hours" 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  
8 equitable solution to the problems which may arise affecting the terms and  
9 condition of employment under this Agreement.

10

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

14

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

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

1 administrative regulation, incorporation by reference in this Agreement, either  
2 expressly or by operation of law, shall not be processed beyond Step Four herein.

3

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

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

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

22



1     Step Three: If the employee or Association wishes to appeal the decision of the  
2     Captain, such appeal shall be presented in writing to the Chief of the  
3     Department and City Administrator within ten (10) work days thereafter. This  
4     presentation shall include copies of all previous correspondence relating to the  
5     matter in dispute. The City Administrator shall respond, in writing, to the  
6     grievance within twenty (20) work days of the submission.

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

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

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

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

9

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

16

17 G. The time limits expressed herein shall be strictly adhered to. If any grievance  
18 has not been initiated within the time limits specified, then the grievance shall be  
19 deemed to have been abandoned. If any grievance is not processed to the next  
20 succeeding step in the grievance procedure within the time limits prescribed there  
21 under, then the disposition of the grievance at the last preceding step shall be  
22 deemed to be conclusive. If a decision is not rendered within the time limits  
23 prescribed for decision at any step in the grievance procedure, then the grievance

1 shall be deemed to have been denied. Nothing herein shall prevent the parties from  
2 mutually agreeing to extend or contract the time limits for processing the grievance  
3 at any step in the grievance procedure.

4  
5  
6 ARTICLE IV

7 NON-DISCRIMINATION

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

11  
12 B. The City and the Association agree that all employees covered under this  
13 Agreement have the right without fear of penalty or reprisal to form, join and assist  
14 any employee organization or to refrain from any such activity. There shall be no  
15 discrimination by the City or Association against any employee because of the  
16 employee's membership or non-membership or activity or non-activity in the  
17 Association.

18  
19  
20 ARTICLE V

21 BULLETIN BOARDS

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

1 B. Only material authorized by the signature of the Association President, Delegate  
2 or Secretary/Treasurer shall be permitted to be posted on said bulletin board.  
3  
4

5 ARTICLE VI

6 MANAGEMENT RIGHTS

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

- 12 1. The executive management and administrative control of the City  
13 Government, all of its properties and facilities, and the activities of its  
14 employees;
- 15 2. Hiring and firing of all employees in accordance with the limitations of law;
- 16 3. Appeals shall be subject to grievance procedures;
- 17 4. Determination of qualifications for employment and conditions for continued  
18 employment or assignment;
- 19 5. To promote, transfer, demote or terminate employees;
- 20 6. To lay off and/or discontinue jobs;
- 21 7. To maintain efficiency in its operations;
- 22 8. To determine the methods, means, processes and personnel by which its  
23 operations are to be conducted;

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

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

23

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

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

10

11

12

13

14

## ARTICLE VII

### OUTSIDE EMPLOYMENT

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

17

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

22

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

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

4  
5  
6 ARTICLE VIII

7 EXCHANGE OF SHIFTS

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

12  
13 B. The City and the Association understand and agree that all time worked  
14 pursuant to an exchange of shifts shall not constitute "compensable" hours for the  
15 purposes of overtime pursuant to the Fair Labor Standards Act.

16  
17  
18 ARTICLE IX

19 STRIKES and LOCKOUTS

20 A. The Association and employees assure and pledge to the City that their goals  
21 and purposes are such as to condone no strikes by employees nor work stoppages,  
22 slow-downs, or any other such methods which would interfere with services to the  
23 public or violate the Constitution and laws of the State of New Jersey. The





- |   |                        |                            |
|---|------------------------|----------------------------|
| 1 | 2. Martin L. King, Jr. | 9. Election Day            |
| 2 | 3. President's Day     | 10. Veteran's Day          |
| 3 | 4. Good Friday         | 11. Thanksgiving Day       |
| 4 | 5. Memorial Day        | 12. Day after Thanksgiving |
| 5 | 6. Independence Day    | 13. Christmas Eve          |
| 6 | 7. Labor Day           | 14. Christmas Day          |

7

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

14

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

21

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

1 ARTICLE XI

2 VACATIONS

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

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

7  
8 B. No vacation days shall be taken prior to the accrual thereof. Thereafter, an  
9 employee shall be entitled to a paid vacation according to the following schedule:

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

10

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

11  
12 D. The employee may use accrued vacation in increments of one (1) hour by making  
13 the necessary arrangements with the Captain. Employees must use all accrued  
14 vacation days for the current year, within that year. Vacation days may not be  
15 carried over to the next year.

16  
17 E. It is the intent of this Article to assure all employees covered by this Agreement  
18 that they shall receive the maximum amount of actual vacation days to which they  
19 are entitled. Days on which they are normally scheduled off that fall during the  
20 vacation period shall not be computed as part of the vacation. Vacation time may  
21 be taken any time during the calendar year, subject to the approval of the Captain.

22 F. Employees terminating their employment with the City or having their  
23 employment with the City terminated by the City shall be entitled to be paid for all  
24 vacation days accrued on the pro-rata monthly basis. If the number of vacation

1 days utilized by an employee exceeds the number to which he was entitled to take  
2 by the date of termination, the City shall be entitled to re-coup compensation for  
3 the excess number of vacation days taken based on the date of severance.

4  
5  
6 ARTICLE XII

7 PERSONAL DAYS

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

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

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

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

7

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

10

11

12

ARTICLE XIII

13

WORK WEEK and STAFFING

14

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

19

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

23

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

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

11 E. The forty-eight (48) hour work week is equivalent to a platoon. To maintain  
12 staffing for each week, the City schedules four platoons per work week. The City  
13 agrees that on a twenty-four (24) hour, seven (7) day per week basis, the paid  
14 firefighter staff shall be scheduled to provide a minimum of one (1) firefighter for  
15 response to alarms.  
16  
17

18 ARTICLE XIV

19 SICK LEAVE  
20

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

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

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

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

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

16  
17 D. In case of sick leave due to exposure to contagious disease, a certificate from the  
18 family doctor shall be required.

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

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

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

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

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



1 one hundred seventy-five (175) eight (8) hour days of sick leave at time of  
2 retirement. No employee hired after to 1/1/05 shall be entitled to accumulate more  
3 than a total of one hundred fifty (150) eight (8) hour days of sick leave at time of  
4 retirement and his separation payment shall not exceed \$10,000.

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

10  
11  
12 ARTICLE XV

13 FUNERAL LEAVE

14  
15 A. Funeral leave applies to full-time employees. In the event of death of the  
16 employee's spouse, child, step-child, parent, or step-parent, the employee shall be  
17 granted time off without loss of pay, in no event to exceed five (5) working days  
18 provided that said employee attends the funeral.

19  
20 B. In the event of death of the employee's in-laws, foster child, grandparents, sister,  
21 brother, grandchild or relative residing in his household, the employee shall be  
22 granted time off without loss of pay, in no event to exceed three (3) working days  
23 provided that said employee attends the funeral.

1 C. Funeral leave may be extended beyond the three (3) or five (5) working day  
2 period without pay at the sole discretion of the Fire Chairperson, Council President,  
3 Mayor or City Administrator.

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

10  
11  
12 ARTICLE XVI

13 INJURY LEAVE

14  
15 A. In the event an employee becomes disabled by reason of a work related injury or  
16 illness and is unable to perform his duties, then, in addition to any sick leave  
17 benefits otherwise provided for herein, he may be entitled to full pay for a period of  
18 up to one (1) year.

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

22 2. In the event that payment for Workers Compensation is sent directly to  
23 the employee, the employee must immediately notify the payroll

1 department. Arrangements will be made to adjust the employee's total  
2 income according to subparagraph "1" above.

3  
4 B. Any employee who is injured, however slightly, while working, if he is able must  
5 make a report in writing, prior to the end of the shift thereof to his immediate  
6 supervisor. If the employee is unable to do so, his Supervisor shall make such a  
7 report. A Supervisor receiving or making such a report will immediately notify  
8 administration of the incident and deliver the report. Failure by the employee to  
9 make such report may be grounds for denying the employee compensation under  
10 this Article.

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

15  
16 D. If the City does not accept the certificate of the physician designated by the  
17 insurance carrier, the City shall have the right at its own cost to require the  
18 employee to obtain a physician examination and certification of fitness by a  
19 physician appointed by the City.

20  
21 E. In the event the City appointed physician certifies the employee is fit to return  
22 to duty, injury leave benefits granted under this Article shall be terminated.  
23 However, if the employee disputes the determination of the City appointed

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

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

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

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



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

5  
6 D. It is specifically understood that the employees so designated under Section A or  
7 C shall not switch shifts in order to receive pay for the purpose of attending said  
8 meetings under this Section; and it is also specifically understood that if any such  
9 meetings occur on a non-scheduled period, the employee shall receive no pay.

10  
11  
12 ARTICLE XVIII

13 LEAVE OF ABSENCE

14  
15 A. Any full time employee of the Linwood Fire Department may request a leave of  
16 absence without pay from his regular duties for a term up to one (1) year in order to  
17 participate in other interests outside the Department, providing that such absence  
18 does not conflict with or adversely affect the routine functioning of the Fire  
19 Department and the welfare of the City of Linwood. Any employee, who is desirous  
20 of applying for such a leave, shall submit to the Captain a written request, stating  
21 the reasons for the leave and the proposed period of time involved, at least thirty  
22 (30) days prior to the proposed commencement date of said leave, except in the case

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

3  
4 B. Any leave of absence from duty is subject to the approval of the Linwood City  
5 Council and the Mayor and only if for a position with the county, state or federal  
6 government or another public interest organization. Any employee of the Linwood  
7 Fire Department may shorten the proposed term of a leave by showing seven (7)  
8 days written notice of his intent to do so upon City Council.

9  
10 C. Any employee will not qualify for salary raises, promotions, existing benefits or  
11 any benefits which may occur or accrue during his absence. An employee who is on  
12 an authorized leave of absence may continue to be a member of the Linwood City  
13 Group Health program by assuming the full cost of the premiums. However, such a  
14 leave will not alter the salary of an employee upon his return and for the purposes  
15 of calculating salary, benefits and seniority, the total leave time will be subtracted  
16 from the total time of employment.

17  
18 D. The City will grant a leave of absence to an employee whenever such leave is  
19 required by law to fulfill United States Government Military leaves:

20 1. Military Induction Leave. Military induction leave is leave taken as a  
21 result of induction into military service, whether by voluntary  
22 enlistment, draft or by call or recall to active duty. An employee who  
23 is called for extended duty with the National or State Guard or a

1 reserve unit will be considered on military induction leave. Any  
2 employee who is inducted into the Armed Forces of the United States  
3 and who serves for not more than the prescribed minimum enlistment  
4 period (plus any period of additional service imposed pursuant to law)  
5 shall be entitled, upon release from service under honorable  
6 conditions, to all reemployment rights prescribed by law, subject to the  
7 following requirements and conditions:

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



1 service will be included as credited service when the employee  
2 returns to employment with the City.

3 h. When an employee is inducted into the military service he or  
4 she is entitled to any accrued vacation in the same manner a  
5 though terminated.

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

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

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

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

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

7 3. Military Leave Induction

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

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

19 4. Annual Military Training

20 a. The employee will furnish a copy of the military orders to the  
21 Captain immediately upon receipt of said orders. The employee will  
22 provide the payroll office with a copy of the military pay voucher as  
23 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

Salary schedule for the term of this Agreement:

	2005	2006	2007	2008	2009
Yearly % increases	3.50%	4.00%	4.00%	3.50%	3.75%
Full-time: (Annual base pay)					
Captain	\$56,015	\$58,256	\$60,586	\$62,707	\$65,058
F/F aft 8 yrs	\$52,484	\$54,583	\$56,766	\$58,753	\$60,957
F/F aft 7 yrs	\$49,160	\$51,127	\$53,172	\$55,033	\$57,097
F/F aft 6 yrs	\$45,834	\$47,667	\$49,574	\$51,309	\$53,233
F/F aft 5 yrs	\$44,862	\$46,657	\$48,523	\$50,221	\$52,104
F/F aft 4 yrs	\$39,181	\$40,748	\$42,378	\$43,861	\$45,506
F/F aft 3 yrs	\$35,854	\$37,289	\$38,780	\$40,138	\$41,643
F/F aft 2 yrs	\$32,528	\$33,829	\$35,182	\$36,414	\$37,779
F/F aft 1 yr	\$29,201	\$30,370	\$31,584	\$32,690	\$33,916
F/F Starting Salary					
Probationary	\$26,250	\$26,250	\$26,250	\$28,000	\$28,000
	\$23,500	\$23,500	\$24,250	\$24,250	\$25,000
Part-time: (Base hourly rate)					
F/F	3.50%	4.00%	4.00%	3.50%	3.75%
	\$17.94	\$18.66	\$19.41	\$20.09	\$20.84

1 A. All increases shall be computed as of the anniversary date of such employee.

2

3 B. All salaries shall be effective on January 1 of each appropriate contract year and  
4 shall be paid as of January 1 of each contract year.

5

6

7

ARTICLE XX

8

E.M.T. ALLOWANCE

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

12

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

18

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

22

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

5  
6  
7  
8  
9  
10 ARTICLE XXI

11 OVERTIME

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

14  
15 B. All employees covered by this Agreement shall in addition to their base pay be  
16 paid at the rate of one and one-half (1 ½) time their straight time hourly rate of pay  
17 computed for all overtime hours worked.

18  
19 C. All overtime shall be paid bi-weekly, as earned.

20  
21 D. Regardless of normal work week rules previously defined in this Agreement, all  
22 employees covered under this Agreement and while off-duty who respond to the  
23 following emergencies: "Working or Structure Fires, MVA-Jaws requests, FAST

1 team assignments, Mutual Aid requests or request for additional manpower”  
2 incidents that are toned out by the City’s Fire dispatcher, shall be paid one and one-  
3 half times their prevailing pay rate at that time for a minimum of one (1) hour up to  
4 a maximum of the hours actually worked for that incident.

5

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

13

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

17

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

20

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

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

5  
6 ARTICLE XXII

7 LONGEVITY

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

11

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

12  
13  
14  
15  
16  
17  
18  
19 B. Longevity pay shall be applied on the basis of the firefighter's anniversary date  
20 of employment. An employee's base salary rate shall be adjusted to include  
21 longevity pay for overtime computation as well as for pension purposes. Such  
22 longevity pay shall be divided by the number of pay checks in any calendar year  
23 and paid in the bi-weekly payroll.

24

1 C. Longevity pay does not apply to any full time employee hired after January 1,  
2 2000.

3  
4 D. The City shall pay a Two Hundred and Seventy-five Dollar (\$275) bonus for any  
5 part-time firefighter who serves over five hundred (500) hours within any year from  
6 November 1<sup>st</sup> thru October 31<sup>st</sup> so that payment can be calculated in a timely  
7 manner for disbursement as noted in section E. below. This section only applies  
8 once the part-time firefighter has begun their third year of service.

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

12  
13  
14 ARTICLE XXIII

15 ACTING CAPTAIN

16 A. In the absence of the Captain for more than ten (10) days, an acting captain will  
17 be selected from the fulltime firefighters and appointed by the Captain. The  
18 Captain shall notify the governing body of such temporary assignment.

19  
20 B. Any firefighter who shall serve as Acting Captain, in the absence of the Captain,  
21 for more than 10 days shall be entitled to an additional 10% of the base rate of pay  
22 for all hours worked during the period of temporary assignment.

23



1 ARTICLE XXIV

2 COLLEGE ALLOWANCES

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

18  
19 B. In addition, any employee joining the Fire Department who has acquired college  
20 credits in a field other than fire science shall be compensated for these credits at  
21 the same rate as credits in fire science as set forth in the schedule herein below.

22 This provision is not retroactive and shall apply only to those employees joining the  
23 Department subsequent to the execution of the Agreement. Further, for such

1 employee to qualify for the increment for college credits, said employee must enroll  
2 or study in an institution or college which offers a college curriculum leading to or  
3 accreditable toward an undergraduate baccalaureate or associate degree in fire  
4 science, which institution or college is accredited by the Board of Higher Education,  
5 and said employee must be a matriculating student until a degree is attained. If,  
6 for any reason, said employee fails to meet these conditions, he will not be entitled  
7 to payment for college credits with the exception of those earned fire science credits.

8  
9 C. Preference of training and selection of employees for educational leave will be  
10 based upon rank, seniority and availability of courses, but it is expressly  
11 understood that every effort shall be made to permit the employees to avail  
12 themselves of this educational opportunity on a rotating basis according to said  
13 rank and seniority.

14  
15 D. The employee further agrees that he must continue within the employ of the  
16 City of Linwood for at least one year after he receives reimbursement from the City  
17 for the credits attained, and in the event that the employee leaves the employ of the  
18 City of Linwood prior to one year after receiving said reimbursement, the employee  
19 shall be required to reimburse the City for any reimbursement paid by the City for  
20 credits attained within the period of one year prior to his leaving the employ of the  
21 City, and the City shall have the further right to deduct the sum from the last pay  
22 check of the employee about to leave the employ of the City.

23

1 E. This section applies only to full-time firefighters hired prior to 1/1/2005. As an  
2 additional incentive for education of the employees of the City, the City shall pay  
3 the following sums of money, which shall become and be included as part of the  
4 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
33 - 64 credits	600.00
Associate Degree plus 64 credits or 128 credits	900.00
Bachelor's Degree	1,050.00
Master's Degree	1,300.00

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

20 ARTICLE XXV

21 HOSPITALIZATION INSURANCE

22 A. It is the City's policy to provide health care protection to its employees. The  
23 coverage shall be no less than the present Horizon Blue Cross/Blue Shield Select

1 Policy, Delta Preferred Dental Benefits Plan and the Group Vision Care Plan that  
2 are effect during the calendar year 1999.

3

4 B. Until such time as Council changes the coverage by Resolution, full-time  
5 employees will receive Blue Cross/Blue Shield Select, Delta Dental, Optical, and  
6 Prescription coverage, as well as life insurance coverage.

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

11 2. Employees Hired After Adoption: Full-time employees whose employment  
12 commenced after passage of the ordinance that adopts these rules will  
13 receive the Coverage for themselves at City expense. If they wish  
14 coverage for other members of their family, they may obtain it, and they  
15 will contribute 75% of the cost of the additional coverage, and the City  
16 will contribute 25% of the cost of the additional coverage.

17 3. Spousal Benefits after Retirement. All full-time firefighters employed as  
18 of January 1<sup>st</sup> 2005 and upon completion of twenty-five (25) years of  
19 service with the City of Linwood, will receive 100% Coverage for the  
20 employee and for their spouse, 40% borne by the employee and the  
21 remaining 60% borne by the City. This does not apply to those full-time  
22 firefighters hired after January 1<sup>st</sup> 2005.



1 whether or not the City will agree to replace the equipment, and the availability  
2 and time frame for replacing said equipment if the City accepts liability for the  
3 replacement.

4

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

8

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

13

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

18

19

20

21

22

23

1 ARTICLE XXVII

2 COURT APPEARANCES

3  
4 A. All employees shall be required to wear full uniform for all job related Court  
5 appearances, whether scheduled when they are on or off duty.  
6

7  
8 ARTICLE XXVIII

9 DUES DEDUCTION AND AGENCY SHOP

10 A. The City agrees to deduct from the salaries of its employees, subject to this  
11 Agreement, dues for the Association. Such deductions shall be made in compliance  
12 with NJSA (R.S.) 52:14-15.9e, as amended.  
13

14 B. A check-off shall commence for each employee who signs a properly dated  
15 authorization card, supplied by the Association and verified by the City Treasurer  
16 during the month following the filing of such card with the City.  
17

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

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

4  
5 E. Any such written authorization may be withdrawn at any time by filing of notice  
6 of such withdrawal with the City Clerk. The filing of Notice of withdrawal shall be  
7 effective to halt deductions in accordance with NJSA 52:14-15.0e, as amended.

8  
9 F. The City agrees to implement an agency shop in accordance with Chapter 477 of  
10 the laws of 1979, with a representation fee for non-member employee’s equivalent  
11 to 85% of the regular membership dues, fees and assessments. The Association, in  
12 exchange for the implementation of said agency shop, agrees to hold the City  
13 harmless against any and all claims or suits, or any other liability occurring as a  
14 result of the implementation of this agency provision.

15  
16  
17 ARTICLE XXIX

18 DISCIPLINARY PROCEDURES

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

22 1. Any formal fact-finding interview or interrogation of a member of the  
23 department shall be at a reasonable hour, preferably when the member of



1 the department is on duty, unless the exigencies of the investigation dictate  
2 otherwise.

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

6 3. The member of the department shall be informed of the nature of the  
7 investigation before any formal fact-finding interview or interrogation of  
8 that member commences, when disciplinary action is contemplated.  
9 Sufficient information to reasonably apprise the member of the allegation  
10 shall be provided. If it is known that the member of the department is  
11 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  
14 length. 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  
16 is a suspect or the target of a criminal investigation, he shall be  
17 immediately warned of all of his constitutional rights pursuant to the  
18 Constitution of the United States and of the State of New Jersey and  
19 immediately be permitted to consult with counsel of his own choosing prior  
20 to any questioning taking place. Reimbursement of counsel costs, if any,  
21 will be in accordance with New Jersey Statutes.

22 6. Members shall not be suspended or suffer any loss in benefits until after  
23 said member has had a disciplinary hearing and has been found guilty,



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

7

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

11

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

15

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

18

19

20

ARTICLE XXXI

21

MISCELLANEOUS

22

23 A. CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT All  
conditions not covered by this Agreement shall continue to be governed, controlled

1 and interpreted by reference to the City Charter, Ordinances, Rules and  
2 Regulations of the Fire Department of the City, and any present or past benefits  
3 which are enjoyed by employees covered by this Agreement, that have not been  
4 included in the contract, shall be continued.

5  
6 **B. SAVINGS CLAUSE** Each and every clause of this Agreement shall be deemed  
7 separable from each and every other clause of this Agreement to the extent that in  
8 the event any clause or clauses shall be finally determined to be in violation of any  
9 law, then in such event, such clause or clauses, only to the extent that any may be  
10 so in violation shall be deemed of no force and effect and unenforceable without  
11 impairing the validity and enforceability of the rest of the Agreement, including  
12 any and all provisions on the remainder of any clause, sentence or paragraph in  
13 which offending language may appear.

14  
15 **C. HEADINGS** All headings contained herein this Agreement are intended to be  
16 for ease of reference and are for identification purposes only. No heading shall be  
17 construed to being material to interpretation to this Agreement.

18  
19 **D. DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT APPOINTMENT**  
20 The City has the right to appoint the position of Deputy Director of Emergency  
21 Management and agrees to make this appointment from the employees within the  
22 City's Fire Department. The stipend associated (currently as of 5/1/2005 the  
23 stipend is \$1,000 annually) with the position herein shall continue. In exchange for

1 the stipend, the employee appointed to the Deputy Director of Emergency  
2 Management position agrees that time spent performing the duties of the position  
3 shall not constitute "compensable" hours for the purposes of overtime pursuant to  
4 the Fair Labor Standards Act.

5

6

7

ARTICLE XXXII

8

NON-UNION EMPLOYEES and SENORITY

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

13

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

19

20

21

22



1 ARTICLE XXXIV

2 DURATION OF AGREEMENT

3 A. This Agreement shall be effective as of and retroactive to January 1, 2005 and  
4 shall continue in full force and effect through December 31, 2009.

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

14  
15 City of Linwood

IAFF Local #4370

16  
17 \_\_\_\_\_  
18 Kenneth Mosca  
19 City Administrator

\_\_\_\_\_

Gregory Moss  
Local Secretary

20  
21 \_\_\_\_\_  
22 Richard DePamphilis, III  
23 Mayor

\_\_\_\_\_

John Sarno  
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  
9 engaging directly in fire fighting and other emergency calls; maintains fire stations  
10 and equipment; does related work as required.

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

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

26  
27 SPECIAL REQUIREMENTS: A minimum of one years' experience in fire or  
28 emergency service work. Must possess a valid NJ state driver's license and have  
29 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 City Administrator. 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.

1 City of Linwood

2

3 Job Description: Captain, continued

4 Dated: 3/1/2005

5

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

REC'D  
MAR 17 2005