

**LINWOOD COMMON COUNCIL  
CAUCUS AGENDA  
February 26, 2020  
6:00 P.M.**

**NOTICE OF THIS MEETING HAS BEEN PUBLISHED  
IN ACCORDANCE WITH THE REQUIREMENTS OF  
THE OPEN PUBLIC MEETINGS ACT.**

1. Roll Call                    Mayor Matik \_\_\_                    Mrs. Byrnes \_\_\_\_\_                    Mrs. DeDomenicis \_\_\_\_\_  
   Mr. Ford \_\_\_\_\_                    Mr. Gordon \_\_\_\_\_                    Mr. Heun \_\_\_\_\_  
   Mr. Levinson \_\_\_\_\_                    Mr. Paolone \_\_\_\_\_

   Professionals:                    Mr. Youngblood \_\_\_\_\_                    Mr. Polistina \_\_\_\_\_                    Mrs. Napoli \_\_\_\_\_

2. Approval of Minutes Without Formal Reading

3. Mayor's Report

4. Councilwoman Byrnes

    A. Neighborhood Services

        1. Ordinance authorizing Library Lease – first reading

5. Councilwoman DeDomenicis

    A. Public Works

6. Councilman Ford

    A. Planning & Development

7. Councilman Gordon

    A. Engineering

        1. Resolution authorizing a Contract with The Tree Man for tree removal services with regard to the Brighton Drive Development Area

        2. Resolution approving the request for a hardship exception from road opening moratorium for 1 Morris Avenue

8. Councilman Heun

    A. Public Safety

        1. Resolution authorizing the execution of a Contract on behalf of the City of Linwood with the International Association of Fire Fighters Local #4370

        2. Resolution authorizing the lease of a Fire Truck

9. Councilman Levinson

    A. Revenue & Finance

        1. Salary Ordinance – final reading

        2. Resolution authorizing a refund of an overpayment of taxes for 1603 Grant Avenue

        3. Bond Ordinance

10. Council President Paolone

    A. Administration

11. Mr. Youngblood

    A. Ordinance providing for the purchase of Block 82 Lots 7 & 8 in the City of Linwood – final reading

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
February 26, 2020**

**CALL TO ORDER**

**NOTICE OF THIS MEETING HAS BEEN  
PUBLISHED IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT.**

**FLAG SALUTE:** Councilman Matt Levinson

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**ORDINANCES**

**1 OF 2020**

AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATION AND SALARY RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF LINWOOD, AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

*FIRST READING:* February 12, 2020

*PUBLICATION:* February 17, 2020

*PASSAGE:* February 26, 2020

**2 OF 2020**

AN ORDINANCE PROVIDING FOR THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF LINWOOD FROM VST CAPITAL, LLC AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

*FIRST READING:* February 12, 2020

*PUBLICATION:* February 17, 2020

*PASSAGE:* February 26, 2020

**RESOLUTIONS**

**70-2020**

A Resolution approving a request for a hardship exception from road opening moratorium for Block 56, Lot 6 located at 1 Morris Avenue in the City of Linwood

**RESOLUTIONS WITHIN CONSENT AGENDA**

All matters listed under item, Consent Agenda, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

**68-2020**

A Resolution authorizing a refund of an overpayment of the 2016 1<sup>st</sup> quarter taxes for Block 42, Lot 11 located at 1603 Grant Avenue in the taxing district of the City of Linwood

**69-2020**

A Resolution authorizing a Contract with the Tree Man for tree removal services with regard to the Brighton Drive Development Area

**71-2020**

A Resolution authorization the execution of a Contract on behalf of the City of Linwood with the International Association of Fire Fighters Local #4370

**APPROVAL OF BILL LIST: \$**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

ORDINANCE NO. 1, 2020

AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATION AND SALARY RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF LINWOOD, AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

BE IT ORDAINED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey as follows:

SECTION 1: That the following salaries, wages and compensations shall be paid to the following officials, officers and employees of the City of Linwood, retroactive to January 1, 2020, subject, however, to the provisions of certain Employment Contracts between the City of Linwood and the Mainland Police Benevolent Association, the bargaining agent for the members of the Linwood Police Department and Linwood Superior Officers; the Teamsters Local 331 inclusive of the Police Secretary, Linwood Uniformed Firefighters Association Local Union #4370, and also except as otherwise stated herein.

PART TIME HOURLY

RANGE

Administrative Assistant	\$ 11.00 to \$35.00
Clerk Typist	\$ 11.00 to \$35.00
Code Enforcement Officer	\$ 11.00 to \$35.00
Deputy Court Administrator	\$ 11.00 to \$35.00
Dispatcher	\$ 11.00 to \$35.00
Fire Relief	\$ 11.00 to \$35.00
Groundskeeper	\$ 11.00 to \$35.00
Matron	\$ 11.00 to \$35.00
Recreation Aide	\$ 11.00 to \$35.00
Special Law Enforcement Officer Class II	\$ 11.00 to \$35.00
Summer Intern	\$ 11.00 to \$35.00

PART TIME PER DIEM

RANGE

Planning Board Recording Secretary	\$ 50.00 to \$300.00
Planning Board Tape Recorder Operator/Secretary	\$ 50.00 to \$300.00
School Crossing Guard Captain	\$ 30.00 to \$ 60.00
School Crossing Guard	\$ 25.00 to \$ 50.00

PART TIME PER ANNUM

RANGE

Clean Communities Coordinator	\$ 50.00 to \$ 5,000.00
Code Enforcement Officer	\$ 1,000.00 to \$ 5,000.00
Computer Maintenance Coordinator	\$ 500.00 to \$ 2,000.00
Communications Coordinator	\$ 1,000.00 to \$ 4,000.00
Construction Official	\$ 5,000.00 to \$50,000.00
Council Member	\$ 5,000.00 to \$15,000.00
Council President	\$ 5,000.00 to \$20,000.00
Deputy Emergency Management Director	\$ 500.00 to \$ 2,000.00
Drug Alliance Coordinator	\$ 1,000.00 to \$ 5,000.00
Emergency Management Director	\$ 1,000.00 to \$ 4,000.00
Journeyman Electrician	\$ 3,100.00 to \$ 5,000.00
Floodplain Manager	\$ 1,000.00 to \$ 3,000.00
Mayor	\$ 5,000.00 to \$25,000.00
Memorial Park Director	\$ 4,000.00 to \$15,000.00
Assistant Memorial Park Director	\$ 1,000.00 to \$ 5,000.00
Municipal Magistrate	\$10,000.00 to \$30,000.00
Planning Board Secretary	\$ 5,000.00 to \$20,000.00
Police Chief	\$30,000.00 to \$150,000.00
Recycling Coordinator	\$ 1,000.00 to \$ 5,000.00
Utilities Collector	\$ 2,000.00 to \$ 7,000.00
Sub-Code Off/Building Inspector	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Electrical Inspector	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Fire Protection	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Plumbing Inspector	\$ 5,000.00 to \$25,000.00
Tax Assessor	\$25,000.00 to \$50,000.00
Uniform Fire Official/Fire Marshall	\$ 5,000.00 to \$15,000.00
Uniform Fire Safety Inspector	\$ 1,000.00 to \$10,000.00
Zoning Board of Adjustment Secretary/Tape Recorder	\$5,000.00 to \$15,000.00
Zoning Officer	\$ 5,000.00 to \$15,000.00

FULL TIME PER ANNUM

RANGE

Account Clerk	\$25,000.00 to \$50,000.00
Accountant	\$25,000.00 to \$50,000.00
Accounting Assistant	\$25,000.00 to \$50,000.00
Administrative Assistant	\$25,000.00 to \$50,000.00
Administrator	\$50,000.00 to \$95,000.00
Bookkeeper	\$25,000.00 to \$35,000.00
Chief Financial Officer	\$50,000.00 to \$95,000.00
Code Enforcement Officer/Housing Inspector	\$25,000.00 to \$50,000.00
Deputy Court Administrator	\$25,000.00 to \$50,000.00
Deputy Municipal Clerk	\$25,000.00 to \$60,000.00
Deputy Tax Collector	\$25,000.00 to \$60,000.00
Dispatcher / Supervisor	\$42,000.00 to \$60,000.00
Dispatcher	\$25,000.00 to \$60,000.00
Equipment Operator	\$25,000.00 to \$70,000.00
Fire Captain	\$56,000.00 to \$90,000.00
F/F during 1 <sup>st</sup> year of service	\$23,000.00 to \$45,000.00
F/F after 1 year of service	\$23,000.00 to \$50,000.00
F/F after 2 years of service	\$23,000.00 to \$55,000.00
F/F after 3 years of service	\$23,000.00 to \$60,000.00
F/F after 4 years of service	\$23,000.00 to \$65,000.00
F/F after 5 years of service	\$23,000.00 to \$70,000.00

FULL TIME PER ANNUM (continued)

RANGE

F/F after 6 years of service	\$23,000.00 to \$75,000.00
F/F after 7 years of service	\$23,000.00 to \$80,000.00
F/F after 8 years of service	\$23,000.00 to \$85,000.00
F/F after 9 years of service	\$23,000.00 to \$85,000.00
F/F after 10 years of service	\$23,000.00 to \$85,000.00
F/F after 11 years of service	\$23,000.00 to \$85,000.00
F/F after 12 years of service	\$23,000.00 to \$85,000.00
F/F after 13 years of service	\$23,000.00 to \$85,000.00
F/F after 14 years of service	\$23,000.00 to \$85,000.00
General Supervisor	\$40,000.00 to \$95,000.00
Groundskeeper	\$25,000.00 to \$50,000.00
Municipal Clerk	\$30,000.00 to \$95,000.00
Municipal Court Administrator	\$30,000.00 to \$65,000.00
Patrolman - During Probation	\$35,000.00 to \$50,000.00
Patrolman - Step 1	\$35,000.00 to \$55,000.00
Patrolman - Step 2	\$35,000.00 to \$60,000.00
Patrolman - Step 3	\$35,000.00 to \$65,000.00
Patrolman - Step 4	\$35,000.00 to \$70,000.00
Patrolman - Step 5	\$35,000.00 to \$75,000.00
Patrolman - Step 6	\$35,000.00 to \$90,000.00
Patrolman - Step 7	\$35,000.00 to \$95,000.00
Patrolman - Step 8	\$35,000.00 to \$95,000.00
Patrolman - Step 9	\$35,000.00 to \$95,000.00
Patrolman - Step 10	\$35,000.00 to \$95,000.00
Patrolman - Step 11	\$35,000.00 to \$95,000.00
Patrolman - Step 12	\$35,000.00 to \$99,000.00
Police Captain	\$50,000.00 to \$130,000.00
Police Chief	\$75,000.00 to \$150,000.00
Police Department Secretary	\$30,000.00 to \$70,000.00
Police Lieutenant	\$50,000.00 to \$125,000.00
Police Sergeant	\$40,000.00 to \$105,000.00
Public Works Foreman	\$25,000.00 to \$80,000.00
Public Works Laborer	\$25,000.00 to \$60,000.00
Public Works Superintendent	\$50,000.00 to \$95,000.00
Secretary	\$25,000.00 to \$60,000.00
Tax Collector	\$40,000.00 to \$85,000.00
Tech. Assistant to Construction Office	\$30,000.00 to \$60,000.00

SECTION 2A: A current full time employee, employed as of January 1, 2012, shall be paid together with his or her annual salary as fixed and determined by this ordinance, additional compensation based upon length of his or her full time service, effective and limited to January 1, 2012, an amount to be added to base salary and paid bi-weekly or monthly in accordance with the following schedule:

YEARS OF SERVICE

COMPENSATION PER ANNUM  
IN ADDITION TO FIXED SALARY

3  
Each year after 3 to 30 years

\$350.00  
\$350.00 plus \$150.00 for  
each additional year up to  
a maximum of \$4,000.00

However, all longevity pay for current employees shall be frozen at the level of service achieved effective January 1, 2012 and no new employee or current employee who has not reached a level of service whereby he or she is entitled to longevity pay as of that date, shall be paid longevity, nor shall said employees be entitled to longevity pay at any time in the future.

SECTION 2B: The aforesaid additional compensation and all overtime paid for any union employee shall be payable in accordance with the terms of the union employee contracts.

SECTION 2C: The period of eligibility for length of service for longevity pay shall be determined as of the anniversary date of the full time employment of each employee. Those employees hired from January 1 to June 30 will be considered to have completed a full year December 31 of that year. Those employees hired after June 30 will be considered to have completed a full year December 31 of the following year. For all years thereafter, all anniversary dates will be on January 1. However, all current employees shall be frozen at the level of employment achieved as of January 1, 2012 for purposes of longevity and no new employees shall be entitled to longevity.

SECTION 2D: All full time employees holding a Bachelor's Degree in a subject related to that employee's position within the City of Linwood shall receive additional compensation in the amount of \$1,250.00 per year. All full time employees holding a Master's Degree related to that employee's position within the City of Linwood shall receive additional compensation in

the amount of \$1,400.00 per year. Such additional compensation shall be added to base salary and paid bi-weekly or monthly.

SECTION 3: All said salaries, wages and compensation shall be paid to the Municipal Magistrate, Tax Assessor, Emergency Management Director, Fire Inspector and the Uniform Fire Official in equal monthly installments; to the Mayor, Councilpersons, and Drug Alliance Coordinator in equal quarterly installments; and all of the other abovementioned salaries, wages and compensation shall be paid biweekly, in equal installments, every other Friday.

SECTION 4: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 5: Should any section, clause, sentence, phrase or provision of this ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 6: This ordinance shall take effect retroactively to January 1, 2020 upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>February 12, 2020</i>
<i>PUBLICATION:</i>	<i>February 17, 2020</i>
<i>PASSAGE:</i>	<i>February 26, 2020</i>



The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, February 12, 2020 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on February 26, 2020.

---

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

---

DARREN MATIK, MAYOR

ORDINANCE NO. 2, 2020

AN ORDINANCE PROVIDING FOR THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF LINWOOD FROM VST CAPITAL, LLC AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

BE IT ORDAINED, by Common Council of the City of Linwood, County of Atlantic and State of New Jersey, as follows:

WHEREAS, the Mayor and Council of the City of Linwood, pursuant to N.J.S.A. 40A:12-5, have determined to purchase certain real estate for public purposes in the City of Linwood; and

WHEREAS, the City of Linwood has negotiated with the owner of the property which is identified as Lot 7 in Block 82 AND Lot 8 in Block 82 on the Tax Map of the City of Linwood; and

WHEREAS, the City of Linwood and VST Capital, LLC, the owner of the property, have negotiated the terms of the sale and have agreed to the conditions of said sale; and

WHEREAS, the City of Linwood has agreed to purchase the afore described property for \$140,000.00;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Linwood that the City of Linwood is hereby authorized to acquire the property described herein according to the terms of an Agreement of Sale to be entered into between the Seller, VST Capital, LLC and the Buyer, City of Linwood, pursuant to the draft Agreement of Sale attached hereto and made a part hereof;

BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and are hereby authorized, directed and empowered to execute the Agreement of Sale and all other necessary and required documents in order to effect this purchase;

BE IT FURTHER ORDAINED, that this Ordinance and the authorization to purchase the subject property is specifically contingent upon the City of Linwood's ability to secure and obtain funding for the entire purchase price from the Frank H. Stewart Trust;

BE IT FURTHER ORDAINED, that this Ordinance and the authorization to purchase the subject property is further contingent upon the City of Linwood's ability to secure a satisfactory

preliminary environmental report with regard to the subject property, which shall be in the sole discretion of the City;

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies and should any section, clause, sentence or provision of any item in this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

This Ordinance shall take effect upon its final passage and publication as provided by law.

FIRST READING: February 12, 2020

PUBLICATION: February 17, 2020

PASSAGE: February 26, 2020

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on February 12, 2020 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on February 26, 2020.

---

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

---

DARREN MATIK, MAYOR

## LEASE AND OPERATION AGREEMENT

**THIS LEASE AND OPERATION AGREEMENT** (hereinafter the "**LEASE**") is made this 1st day of January 2020, by and between the **CITY OF LINWOOD**, with address of 400 Poplar Avenue, Linwood, New Jersey 08221, (hereinafter the "**LANDLORD/CITY/CITY**") and the **TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF LINWOOD, INC.**, with address of Davis and Wilson Avenues, Linwood, New Jersey 08221, (hereinafter the "**TENANT/LIBRARY/LIBRARY**");

### RECITALS

A. Landlord/City is the owner of that certain real property, with improvements, known as the Linwood Library Building located at Davis and Wilson Avenues in the City of Linwood, New Jersey 08221 located at (hereinafter the "Premises").

B. Tenant/Library is a municipal free public library, established by the City of Linwood, pursuant to N.J.S.A. 40:54-1 et seq., for the purpose of providing library and related services to the public and Tenant/Library desires to lease the Premises from Landlord/City, pursuant to the provisions set forth below.

C. Landlord/City desires to lease the Premises to Tenant/Library for Tenant/Library's use as a library and related services, pursuant to the provisions set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth in this Lease, the adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **RECITALS:** Landlord/City and Tenant/Library hereby acknowledge and affirm the Recitals set forth above and specifically incorporate them in this Lease.
2. **LEASE:** Landlord/City hereby leases to Tenant/Library, and Tenant/Library hereby agrees to rent from Landlord/City, the Premises described in this Lease, pursuant to and in accordance with all covenants, conditions and provisions of this Lease.
3. **TERM:** The term of the Lease shall be for a period of twenty, (20), years, beginning on January 1, 2020 and ending on December 31, 2039.
4. **USE:** During the term of this Lease, Tenant/Library shall be permitted to use the Premises for the following purposes, and for no others without the advance written consent of Landlord/City:

As the Linwood Library and all purposes related thereto;

As community multi-purpose rooms;

For such other purposes as may be agreed upon jointly by the Landlord/City and Tenant/Library in writing.

5. **RENT:** In consideration for this Lease and for other goods and services provided by the Landlord/City to the Tenant/Library, the Tenant/Library covenants and agrees to pay to Landlord/City, as rent for and during the Lease term, the sum of THIRTY-SIX THOUSAND DOLLARS, (\$36,000.00) per year to be paid in quarterly installments in the amount of NINE THOUSAND DOLLARS, (\$9,000.00), per quarter,

(January 1, April 1, July 1, and October 1), commencing with April 1, 2020. The rent shall be due and payable on the first day of each calendar quarter and shall represent a payment in advance. In the event that the Tenant/Library is financially operating at a deficit in a particular calendar year and in the further event that the Tenant/Library shall not have a total fund balance, inclusive of all designated and undesignated funds, in excess of \$50,000.00 at the time, and they have established that to the satisfaction of the Landlord/City, then the Landlord/City shall, in its sole discretion, have the ability to waive all or a portion of a quarterly rental payment.

6. **PAYMENTS BY THE LANDLORD/CITY:** If the Tenant/Library fails to comply with the terms of this Lease, the Landlord/City may take any required action and charge the cost, including reasonable attorney fees, to the Tenant/Library as additional rent. Failure to pay such additional rent upon demand is a violation of this lease.

7. **CONDITION OF PREMISES:** Tenant/Library acknowledges to Landlord/City that Tenant/Library has had adequate opportunity prior to the execution of this Lease to inspect the Premises and all equipment, furnishings and fixtures, if applicable, contained in them. Tenant/Library hereby acknowledges its acceptance of the Premises, and all such equipment, furnishings and fixtures, in their current "**AS-IS**" condition, without any representation or warranty of any kind being made by Landlord/City to Tenant/Library as to their condition. Tenant/Library's execution of this Lease shall constitute conclusive evidence that Tenant/Library has inspected the Premises, and all such equipment, furnishings and fixtures, is satisfied with their condition, and accepts them "**AS-IS**".

8. **REPAIRS, CARE AND CLEANING:** Tenant/Library shall take good care of the Premises. However, Landlord/City shall make any and all necessary repairs to the premises, the necessity of which shall be determined solely at the discretion of the Landlord/City. Landlord/City shall further maintain the exterior of the premises, including but not limited to general repairs and maintenance of the sidewalks, driveways, parking lots, yards, entrances, hallways and stairs, and shall keep and maintain walks, driveways and parking lots in a clean condition, free from debris, trash, refuse, snow and ice. Landlord/City shall further provide and pay for all interior cleaning services, (vacuuming, dusting, waxing, polishing, etc.) as may be required due to the normal use of patrons.

9. **ADDITIONAL REPAIR OBLIGATIONS:** In the event of any destruction or damage of any kind whatsoever to the Premises, which is caused in whole or in part by the carelessness, negligence or improper conduct on the part of Tenant/Library or Tenant/Library's agents, employees, guests, licensees, invitees, contractors, subcontractors, assignees or successors or as a result of other causes, then Landlord/City shall repair all such damage and replace or restore any damaged or destroyed portions of the Premises, as speedily as possible. Landlord/City at its sole option may charge Tenant/Library for any cost and expense relating to damage caused by Tenant/Library.

10. **LIBRARY MATERIALS:** Pursuant to N.J.S.A. 40:54-8, the Tenant/Library, at its expense, shall obtain and pay for all library related materials, including, but not limited to books, magazines, audiotapes, CD's, video tapes, DVD's, as well as other sources and all computer equipment, as well as furniture, shelving and all other related or necessary supplies. Tenant/Library shall also be responsible for all related technology, education, travel, advertising and public relations for promotion of the Library.

11. **LIBRARY FUNDING:** The Landlord/City shall annually pay to the Tenant/Library Board for the operation of the Library, all monies required by N.J.S.A. 40:54-8 and 8.1. These monies shall be paid to the Library Board in at least four (4) equal quarterly payments, by the fifteenth day of the second month of each quarter, or as otherwise required by law, whichever is sooner.

- (a) Pursuant to N.J.S.A. 40:54-8 and 8.1, the Landlord/City may pay to the Library Board such additional sums as the Landlord/City may deem necessary and proper for the operation of the Library.
- (b) The Library Board may solicit and receive additional monies or other property at any time through donations, governmental or private grants, and gifts from other person or organizations. The receipt of such funds or property shall not diminish or change the City's obligation to provide the funds required and set forth in (a) above.
- (c) The Library Board shall, by April 15<sup>th</sup> of each year, file with the Landlord/City its annual report in the form prescribed by the New Jersey State Library and by law. The report shall set forth in detail all public revenues received by the Library Board, all State Aide received by the Library Board, all expenditures made by the Library Board, and the balances of funds available. The report shall also include an analysis of the state and condition of the Library.

12. **ALTERATIONS AND IMPROVEMENTS:** No alterations, additions, improvements, inclusive of painting and wall papering, shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus or fixtures, shall be installed in or attached to the Premises, without the advance written consent of Landlord/City having been obtained. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said Premises, shall be made by the Landlord/City or at its direction and under its control and shall belong to and become the property of Landlord/City and shall be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this lease, without damage, hindrance, molestation or injury.

13. **SIGNS:** Tenant/Library shall not place or allow the placement of any signs of any kind whatsoever upon, in or about the Premises, except of a design and structure and in or at such places as may be authorized and consented to by Landlord/City in writing in advance. In case Landlord/City or Landlord/City's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, they may be so removed, but shall be replaced at Landlord/City's expense when the said repairs, alterations or improvements shall have been completed. Any signs authorized and consented to by Landlord/City shall be paid for by Landlord/City and at all times conform with all municipal ordinances or other laws and regulations applicable to the Premises, unless otherwise agreed to by Landlord/City.

14. **UTILITIES:** Unless otherwise specified by further provisions in this Lease, Tenant/Library shall pay when due all the charges for water and other utilities used by Tenant/Library, which are or may be assessed or imposed upon the Premises, or which are or may be charged to Landlord/City by the suppliers of such utilities during the Lease term.

15. **PAYROLL:** Tenant/Library shall be solely responsible for the payroll for its employees and all issues and aspects related thereto, inclusive of accounting.

16. **COMPLIANCE WITH LAWS:** Tenant/Library shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and Agencies, including all their departments, bureaus and subdivisions, which are applicable to and affect the Premises, their use and occupancy. This compliance obligation shall include, but not be limited to, the correction, prevention and abatement of nuisances, violations and other grievances in, upon or connected with the Premises, during the Lease term. Tenant/Library, at Tenant/Library's own cost and expense, shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury.

17. **INSURANCE:** Landlord/City, at Landlord/City's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord/City and Tenant/Library, during the term hereof, general public liability insurance, insuring the Landlord/City and Tenant/Library against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises, for injuries to any person or persons. Policy limits shall be at the sole discretion of the Landlord/City. Landlord/City shall also secure and maintain a policy of property insurance on the library building and the contents thereof during the term of this Lease.

18. **ADDITIONAL INSURANCE:** Landlord/City shall also obtain, provide and pay for workers compensation insurance covering those claims as required by the State of New Jersey.

19. **NO ASSIGNMENT OR SUBLETTING:** Tenant/Library shall not, without the advance written consent of Landlord/City having been obtained, assign, mortgage, hypothecate or sublet this Lease or all or any part of the Premises.

20. **RESTRICTION ON USE:** Tenant/Library shall not occupy or use any part of the Premises, and shall not permit or suffer the Premises to be occupied or used, for any purpose other than as specifically set forth above; in addition, Tenant/Library shall not occupy, use, or permit or suffer the occupancy or use of, any portion of the Premises for any purpose deemed unlawful, disreputable, or extra hazardous, whether on account of fire, other casualty, or otherwise.

21. **MORTGAGE PRIORITY:** This Lease shall not constitute a lien against the Premises concerning any mortgages that may exist or be placed upon the Premises. The recording of any such mortgage or mortgages shall have preference and priority and shall be superior and prior in lien to this Lease, irrespective of the date of recording. Tenant/Library agrees to execute any instruments, without cost and which may be deemed necessary or desirable by Landlord/City, to confirm the subordination of this Lease to any such mortgage or mortgages. Any refusal by Tenant/Library to execute such instruments shall constitute an event of default under this Lease and shall entitle Landlord/City to cancel this Lease; upon such cancellation, the term of this Lease shall end.

22. **FIRE OR OTHER CASUALTY:** If the property is damaged by fire or other casualty, the Tenant/Library will promptly notify the Landlord/City. The Landlord/City will be given a reasonable time in which to make repairs. If the Tenant/Library is required to leave the Property, the Tenant/Library's duty to pay rent will temporarily cease, unless the damage was caused by the Tenant/Library's act or neglect. If the Property is totally destroyed, this Lease shall come to an end and the Tenant/Library will pay rent up to the date of the destruction.

23. **REIMBURSEMENT OF LANDLORD/CITY:** If Tenant/Library shall fail or refuse to comply with, or shall fail or refuse to perform, any of the conditions and covenants in this Lease, Landlord/City may, at its option, undertake and perform those conditions and covenants, but at Tenant/Library's sole cost and expense; this cost and expense shall be payable by Tenant/Library to Landlord/City on demand, or at the option of Landlord/City, shall be added as additional rent to the installment of rent next due, but in no case later than thirty (30) days after demand, whichever occurs first. This remedy shall be in addition to such other remedies as Landlord/City may have in this Lease by reason of Tenant/Library's breach of any of the covenants and conditions in this Lease.

24. **INSPECTION AND REPAIR:** Landlord/City and Landlord/City's agents, employees or other representatives shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours for the purpose of examining the Premises or making such repairs or alterations in or about the Premises as may

be necessary for the safety and preservation of the Premises, and any equipment, furnishings or fixtures in the Premises. This clause shall not be deemed to be a covenant by Landlord/City or construed to create any obligation on the part of Landlord/City to make such inspections or repairs.

25. **RIGHT TO EXHIBIT:** Landlord/City and Landlord/City's agents, employees or other representatives shall have the right to exhibit and show the Premises to any person in connection with the potential rental or purchase of same. Tenant/Library agrees that at any time on and after days before the expiration of the Lease term, Landlord/City or the Landlord/City's agents, employees or other representatives shall have the right to place notices on the front or any part of Premises, for purposes of offering them for rent or sale. Tenant/Library agrees to permit those notices to remain without damage, hindrance or molestation, so long as they do not unreasonably interfere with the continued conduct of Tenant/Library's business.

26. **REMOVAL OF TENANT/LIBRARY'S PROPERTY:** Any equipment, furnishings, fixtures, goods or other property of Tenant/Library, which is not removed by Tenant/Library upon the expiration or sooner termination of this Lease, or upon any vacation or abandonment of the Premises by Tenant/Library, or upon Tenant/Library's eviction from the Premises, shall be considered to be the property of Landlord/City.

27. **NON LIABILITY OF LANDLORD/CITY:** Unless due to Landlord/City's negligence or wrongful conduct, Landlord/City shall not be liable to Tenant/Library for any damage or injury which may be sustained by Tenant/Library or by any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, gas, power, conveyor, refrigeration, sprinkler, mechanical, plumbing, air conditioning or heating systems, elevators or hoisting equipment, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of Tenant/Library, or Tenant/Library's agents, employees, guests, licensees, invitees, contractors, subcontractors, assignees or successors, or in any way attributable to any interference with, interruption of or failure of any service to be furnished or supplied by Landlord/City under this Lease.

28. **NON WAIVER BY LANDLORD/CITY:** The various rights, remedies, options and elections of the Landlord/City, expressed herein, are cumulative; the failure of the Landlord/City to enforce strict performance by the Tenant/Library of the conditions and covenants of this Lease or to exercise any election or option, or to resort or to have recourse to any remedy herein conferred shall not be construed or deemed as a waiver or a relinquishment in the future by Landlord/City of any such conditions, covenants, rights, remedies, options and elections, all of which shall remain and continue in full force and effect. In addition, Landlord/City's acceptance of any installment of rent after a breach by Tenant/Library in any one or more instance shall not be construed as a waiver or relinquishment of the right to receipt of all rents when due.

29. **NON PERFORMANCE BY LANDLORD/CITY:** Neither this Lease nor Tenant/Library's obligation to pay rent and to comply with all covenants and conditions of it shall be affected, curtailed, impaired or excused in any manner because of the Landlord/City's inability to supply any service or material called for herein or because of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision, or because of any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss, or because of strikes or other labor trouble, or for any cause beyond the control of the Landlord/City.

30. **TITLE AND QUIET ENJOYMENT:** Landlord/City covenants that Landlord/City is the owner of the Premises and/or has the right and authority to enter into, execute and deliver this Lease. Landlord/City further covenants that, so long as Tenant/Library shall pay all rent and shall perform all conditions and covenants required to be performed by Tenant/Library, then Tenant/Library shall have quiet possession and enjoyment of the Premises for the term of the Lease.



31. **TENANT/LIBRARY AUTHORITY:** Tenant/Library covenants that Tenant/Library has the right and authority to enter into, execute and deliver this Lease to Landlord/City. Upon request, Tenant/Library shall provide to Landlord/City such certificates or resolutions reasonably requested by Landlord/City to confirm this authority.

32. **SUBROGATION WAIVER:** Tenant/Library waives any and all rights of recovery against the Landlord/City or against Landlord/City's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which Tenant/Library is insured or required to be insured under this Lease. Tenant/Library shall obtain from Tenant/Library's insurance carriers and shall deliver to Landlord/City waivers of the subrogation rights under the respective policies of insurance. Landlord/City's failure to demand specifically or to receive the waivers of subrogation rights may not form the basis of any defense or claim to be asserted against Landlord/City.

33. **ATTORNMENT:** In the event that the Premises shall at any time be sold or conveyed by Landlord/City to any other party, then Tenant/Library agrees to recognize and attorn to that party as substitute Landlord/City for and during the remainder of the term of this Lease. Nothing herein shall be deemed to excuse Tenant/Library from its payment and performance obligations under this Lease in the event of such sale or conveyance. From and after the date of such sale or conveyance, and upon notice having been provided by Landlord/City to Tenant/Library, then Landlord/City shall be and become relieved of any and all obligations in any way created under this Lease.

34. **MISCELLANEOUS:**

A. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

B. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal or personal representatives, heirs, successors and/or assigns.

C. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease; all such other provisions shall remain in full force and effect.

D. This Lease contains the entire agreements and understandings made by and between Landlord/City and Tenant/Library; there shall be no further agreements or understandings made by and between Landlord/City and Tenant/Library, unless they are in writing, signed by both Landlord/City and Tenant/Library.

E. This Lease shall not be recorded in the Office of the Atlantic County Clerk or in any other depository of public record. If Tenant/Library causes or permits this Lease to be so recorded, then this shall constitute an event of default and shall entitle Landlord/City to any and all remedies provided in this Lease, whether at law or in equity.

F. All notices under this Lease shall be in writing and shall be hand delivered, transmitted by facsimile with adequate proof of service, or sent by certified mail, return receipt requested, to the parties at their respective addresses set forth at the beginning of this Lease, unless otherwise notified in advance in writing. The parties agree to cooperate and act in good faith for purposes of receiving any and all such notices.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, and the proper corporate officers and their proper corporate seals to be affixed hereto, the day and year first above written.

CITY OF LINWOOD

\_\_\_\_\_  
LEIGH ANN NAPOLI, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR  
Landlord/City

LINWOOD LIBRARY BOARD

\_\_\_\_\_  
MARYLOU BREIDENSTINE, SECRETARY

\_\_\_\_\_  
MARY TODD, PRESIDENT  
Tenant/Library

**STATE OF NEW JERSEY, COUNTY OF ATLANTIC SS:**

I CERTIFY that on \_\_\_\_\_, 2020, DARREN MATIK, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the Mayor of the City of Linwood named in this document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Mayor of the City of Linwood;
- c) this document was signed and delivered by the Municipal Corporation as its voluntary act duly authorized by a proper Resolution, Resolution No. \_\_\_\_\_ of the City of Linwood;
- d) this person knows the proper seal of the Municipal Corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
LEIGH ANN NAPOLI, MUNICIPAL CLERK

Signed and sworn to before me  
on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**STATE OF NEW JERSEY, COUNTY OF ATLANTIC SS:**

I CERTIFY that on \_\_\_\_\_, 2020, MARYLOU BREIDENSTINE personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the secretary of the corporation named in this document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;
- c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d) this person knows the proper seal of the corporation which was affixed to this document; and

e) this person signed this proof to attest to the truth of these facts.

MARYLOU BREIDENSTINE, SECRETARY

Signed and sworn to before me  
on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**RESOLUTION No. 68, 2020**

A RESOLUTION AUTHORIZING A REFUND OF AN OVERPAYMENT OF THE 2016 1st QUARTER TAXES FOR BLOCK 42, LOT 11 LOCATED AT 1603 GRANT AVENUE IN THE TAXING DISTRICT OF THE CITY OF LINWOOD

**WHEREAS,** Jennifer Reynolds is the owner of Block 42, Lot 11 in the Tax District of the City of Linwood; and

**WHEREAS,** an overpayment on the 2016 1st quarter property taxes exist. A refund is necessary in the amount of \$1,872.92 for taxes paid by Surety Title Company LLC on January 22, 2016; and

**WHEREAS,** Surety Title Company has requested the refund of the 2016 1st quarter taxes in the amount of \$1,872.92 for the property taxes paid; and

**NOW, THEREFORE, BE IT RESOLVED,** by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute a draft of the City of Linwood in favor of Surety Title Company, 1555 Zion Road, Northfield, New Jersey, 08225 in the amount of \$1,872.92 which represents the amount of the overpayment to said property owners.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of February, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of February, 2020.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**From:** Michele McCarty <mmccarty@surety-title.com>  
**Sent:** Thursday, February 20, 2020 3:30 PM  
**To:** 'Collector@LinwoodCity.org'  
**Subject:** Block 42, Lot 11 - 1603 Grant Avenue, Linwood, NJ 08221

Hi Sylvia,

Thank you for reaching out to advise us of the double payment received for the 1<sup>st</sup> Qtr. 2016 Taxes. Please forward the existing credit of \$1,872.92 to Surety and we will refund to the Sellers, Steven A. Hickey and Christine H. Hickey. We collected our payment from them at closing and payment you received from Loretta would have come from their escrow account so the credit is due back to them.

Thank you.



---

**Michele "Meesh" McCarty**

Senior Post Closing Officer  
License # : 1308897

**Company License # : 9246667**  
1555 Zion Road  
Northfield, NJ 08225

Office: 609-677-6800  
Direct: 609-416-6511  
E-Fax: 609-382-4741  
E-mail: [mmccarty@mysurety.com](mailto:mmccarty@mysurety.com)  
[www.surety-title.com](http://www.surety-title.com)



**WIRE FRAUD IS ON THE RISE.**

Accepting wire and disbursement instructions by email is dangerous, especially changes to those instructions. Any wire instructions received by email will be reviewed and confirmed with a call to the originator of the email using our previously known contact information prior to sending funds.

This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. Section 2510-2521 and is legally privileged. This message and any attachments may contain confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient(s), you are hereby notified that any dissemination, distributions or copying of this email message is strictly prohibited. No confidentiality or privilege is waived by errant

BLQ: 42. 11. Tax Year: 2016 to 2016  
Owner Name: REYNOLDS, JENNIFER J. Property Location: 1603 GRANT AVE

Tax Year: 2016		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total				
Original Billed:		1,872.92	1,872.92	1,869.44	1,869.43	7,484.71				
Payments:		3,745.84	1,872.92	1,869.44	1,869.43	9,357.63				
Balance:		1,872.92-	0.00	0.00	0.00	1,872.92-				

  

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2016 Prin Balance
			Original Billed					7,484.71		7,484.71
01/22/16	1	Payment	001	1339019	CK	6571	6 T1 1-22	1,872.92	0.00	5,611.79
			SURETY TITLE COMPANY							
			Lereta Tax Services							
02/01/16	1	Payment	001	various	CK	6598	18 LERETA	1,872.92	0.00	3,738.87
			Lereta Tax Services							
05/04/16	2	Payment	001	VARIOUS	CK	6845	290 CORELOGI	1,872.92	0.00	1,865.95
			CORELOGIC TAX SERVIC							
08/08/16	3	Payment	001		CK	7112	289 CORELOGI	1,869.44	0.00	3.49-
			Corelogic Tax							
11/01/16	4	Payment	001	VARIOUS	CK	7277	292 CORELOGI	1,869.43	0.00	1,872.92-
			CORELOGIC TAX SERVIC							

Total Principal Balance for Tax Years in Range: 1,872.92-

**RESOLUTION No. 69, 2020**

A RESOLUTION AUTHORIZING A CONTRACT WITH THE TREE MAN FOR TREE REMOVAL SERVICES WITH REGARD TO THE BRIGHTON DRIVE DEVELOPMENT AREA

**WHEREAS**, quotes have been received with regard to tree removal with regard to the Brighton Drive Development Area for the City of Linwood; and

**WHEREAS**, all quotes have been reviewed and a recommendation has been made with regard to same;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Linwood that a Contract is awarded to The Tree Man, 207 Atlantic Avenue, Somers Point, NJ 08234 in an amount not to exceed \$14,400.00 for tree removal services for the City of Linwood;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk are hereby duly authorized, empowered and directed to execute an Agreement on behalf of the City of Linwood with The Tree Man.

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a Certification of Availability of Funds.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of February, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of February, 2020.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk  
**Date:** 2-21-2020  
**Re:** Availability of Funds-Tree Removal Brighton Drive

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under 2020 Engineer Operating Expenses budget. Funds will be encumbered to The Tree Man, 207 Atlantic Ave, Somers Point, NJ 08244.





Civil / Municipal Engineering  
Site Plan and Subdivision Design  
Surveying  
Land Use Planning  
Water and Wastewater Design  
Environmental Consulting  
Inspection / Construction Management

Vincent J. Polistina, PE, PP, CME  
Craig R. Hurless, PE, PP, CME  
Ronald N. Curcio, PE, PP

February 20, 2020

Mr. Ralph Paolone, Council President and Council Members  
The City of Linwood  
400 Poplar Avenue  
Linwood, NJ 08221

**Re: Report of Informal Quotes  
Tree Removal - Brighton Drive Development Area  
Linwood, Atlantic County  
PA No. 7500.93**

Dear Mr. Paolone and Council Members:

On Wednesday, February 19<sup>th</sup>, 2020, informal quotes bids were received for the removal of thirteen (13) trees in the Brighton Drive development area. Two informal quotes were received for the work proposed. A total of four (4) contractors were sent bid documents during the bidding period and two (2) contractors submitted quotes for the project. The quotes are tabulated below in order from the lowest to the highest for the project:

Bidders Name	Bid
The Tree-Man	\$ 14,400.00
Schairer's Tree Removal, LLC	\$ 17,400.00

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the project was \$15,000.00. The lowest bid for the project submitted by The Tree-Man is approximately 4% below the Engineer's Estimate for the project.

Based on an analysis of the bids received, the Engineer's Estimate and total project costs; the bid submitted by The Tree-Man is the lowest responsive quote and appears favorable to the City.

Subject to the appropriation of City funds, we would recommend awarding the Contract in the amount of \$14,400.00 to The Tree-Man Professional Tree Service.

If you should have any questions or require additional information, please feel free to call.

Very truly yours,

POLISTINA & ASSOCIATES

Vincent J. Polistina, PE, PP, CME  
City Engineer

Cc: Leigh Ann Napoli, City Clerk

6684 Washington Avenue, Egg Harbor Township, NJ 08234  
55 E. Jimmie Leeds Road, Galloway, NJ 08205  
Phone: 609.646.2950 Fax: 609.646.2949  
E-mail: polistinaassoc@comcast.net

**RESOLUTION No. 70, 2020**

A RESOLUTION APPROVING A REQUEST FOR A HARDSHIP EXCEPTION FROM ROAD OPENING MORATORIUM FOR BLOCK 56, LOT 6 LOCATED AT 1 MORRIS AVENUE IN THE CITY OF LINWOOD

**WHEREAS**, Jennifer L. Thomas submitted a Request for a Hardship Exception from Road Opening Moratorium for Block 56, Lot 6 located at 1 Morris Avenue in the City of Linwood in accordance with the Code of the City of Linwood, Chapter 241, Section 11; and

**WHEREAS**, the Applicant is seeking the Exception so that gas service can be provided by way of a 2' x 2' road opening to a single family residence located on said property; and

**WHEREAS**, the Request for a Hardship Exception has been considered by the Common Council of the City of Linwood at a Public Hearing held on February 26, 2020; and

**WHEREAS**, the Common Council is desirous of approving said Request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Request for a Hardship Exception from the Road Opening Moratorium for Block 56, Lot 6 located at 1 Morris Avenue in the City of Linwood submitted by Jennifer L. Thomas is hereby approved.

**BE IT FURTHER RESOLVED**, that the Applicants shall comply with all provisions of the Code of the City of Linwood for the street opening, more specifically Chapter 241, Section 11(C) Roadway Restoration of the Code of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of February, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of February, 2020.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

Jennie Thomas  
1 Morris Avenue  
Linwood, NJ 08221

January 21, 2020

South Jersey Gas Company  
38 S Trenton Ave.  
Atlantic City, NJ 08401

RE: 1 Morris Avenue, Block 56, Lot 6

To Whom it May Concern at South Jersey Gas Company:

I am writing to you regarding my desire to have a gas line added to my home by South Jersey Gas, in order to convert my home heating system. As my street, Morris Avenue, was paved within the past five years, I am asking that I be considered for a hardship condition and that the city allow the street to be opened.

I purchased 1 Morris Avenue, block 56, lot 6, in September 2019 and moved in with my three children. While we love our new home and are thrilled with the location, I was not aware at the time of purchase, that the electric heating system would have an extremely negative effect on my children's health. Since moving into the home, my teenaged daughters' sinuses and severe allergies have escalated. After several trips to urgent care and rounds of steroids, in conjunction with other allergy medicines, we have been advised by their allergist that a whole-house humidifier would help control their symptoms greatly. This would allow them to sleep better and be more productive at school and all around healthier.

In addition, installing new duct work for a natural gas-powered heating system would allow me to install an air scrubber, improving the quality of the air in our home for all three of my children. My son has suffered from extreme eczema, a skin condition exacerbated by the dryness and cold weather, since he was a baby. This new heating system would also help with that condition.

I have applied for a loan through South Jersey Gas and been approved in order to install a new heating system. I'm asking that you please consider this hardship request, as this is the last step in installing the new unit and improving the health and quality of life for my children.

Sincerely,

*Jennifer L. Thomas*

Jennifer L. Thomas

Jennifer L. Thomas  
1 Morris Avenue  
Linwood, NJ 08221

January 28, 2020

Dear Neighbor,

My name is Jennie Thomas and my three children and I live at 1 Morris Avenue (Block 56 Lot 6). When I purchased the home in September, it was my belief that my heating system was in good shape, but unfortunately, our system is not working well and needs replacing ASAP in order to keep the children warm and healthy. I am writing to let you know that I am in the process of transferring my old electric heating system to a new, more efficient gas heating system. In order to do this, South Jersey Gas Company will need to run a gas line to my home. Since our street is less than five years old, it is under a Moratorium and my street opening request it is considered to be a "hardship." According to City Code Chapter 241-11, I am required to notify the neighbors to let them know of this work. South Jersey Gas Company will make two 2 feet by 2 feet openings.

Any objections to this request must be received by the City Clerk, 400 Poplar Avenue, Linwood, NJ 08221 or [lnapoli@linwoodcity.org](mailto:lnapoli@linwoodcity.org), three days prior to the public hearing which is scheduled for the City Council meeting on February 12, 2020 at 6pm at Linwood City Hall, 400 Poplar Avenue, Linwood, NJ 08221.

I appreciate your considering this necessary change to my home for my children and me and apologize for any brief inconvenience this may cause to our street.

Jennie Thomas

**RESOLUTION No. 71, 2020**

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT ON BEHALF OF THE CITY OF LINWOOD WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #4370

**WHEREAS,** the City of Linwood and the Linwood Uniformed Firefighters Association, through its representative, The International Association of Fire Fighters Local #4370, has been in the process of negotiation a Contract for the years 2020, 2021, 2022, 2023 and 2024; and

**WHEREAS,** the City of Linwood and the Linwood Uniformed Firefighters Association through its representative, The International Association of Fire Fighters Local #4370, have resolved and settled their differences through negotiations;

**NOW, THEREFORE, BE IT RESOLVED,** by the Common Council of the City of Linwood that the Contract is hereby accepted by the City of Linwood subject to its acceptance by the Linwood Uniformed Firefighters Association through its representative, The International Association of Fire Fighters Local #4370;

**BE IT FURTHER RESOLVED,** that the Mayor and City Clerk are hereby authorized, empowered and directed to execute a Contract for a period commencing January 1, 2020 through December 31, 2024 on behalf of the City of Linwood upon the acceptance of said Contract by the Linwood Uniformed Firefighters Association through its representative, The International Association of Fire Fighters Local #4370;

**BE IT FURTHER RESOLVED,** that this Resolution is conditioned upon the review and approval of the subject Contract by the City Solicitor.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of February, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of February, 2020.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

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, 2020 through December 31, 2024

TABLE OF CONTENTS

<u>ARTICLE/TITLE</u>	<u>PAGE</u>
<b>ARTICLE I</b> .....	<b>4</b>
PURPOSE.....	4
<b>ARTICLE II</b> .....	<b>4</b>
EMPLOYEE REPRESENTATIVE AND EMPLOYEE CLASSIFICATIONS .....	4
<b>ARTICLE III</b> .....	<b>6</b>
GRIEVANCE PROCEDURE.....	6
<b>ARTICLE IV</b> .....	<b>9</b>
NON-DISCRIMINATION .....	9
<b>ARTICLE V</b> .....	<b>10</b>
BULLETIN BOARDS.....	10
<b>ARTICLE VI</b> .....	<b>10</b>
MANAGEMENT RIGHTS .....	10
<b>ARTICLE VII</b> .....	<b>12</b>
OUTSIDE EMPLOYMENT.....	12
<b>ARTICLE VIII</b> .....	<b>13</b>
EXCHANGE OF SHIFTS .....	13
<b>ARTICLE IX</b> .....	<b>13</b>
STRIKES AND LOCKOUTS .....	13
<b>ARTICLE X</b> .....	<b>14</b>
HOLIDAYS.....	14
<b>ARTICLE XI</b> .....	<b>15</b>
VACATIONS .....	15
<b>ARTICLE XII</b> .....	<b>17</b>
PERSONAL DAYS.....	17
<b>ARTICLE XIII</b> .....	<b>18</b>
WORK WEEK AND STAFFING .....	18
<b>ARTICLE XIV</b> .....	<b>19</b>
SICK LEAVE .....	19
<b>ARTICLE XV</b> .....	<b>22</b>
FUNERAL LEAVE.....	22
<b>ARTICLE XVI</b> .....	<b>23</b>
INJURY LEAVE .....	23
<b>ARTICLE XVII</b> .....	<b>25</b>
LEAVE FOR I.A.F.F. MEETINGS .....	25

1	<b>ARTICLE XVIII</b> .....	<b>26</b>
2	LEAVE OF ABSENCE .....	26
3	<b>ARTICLE XIX</b> .....	<b>30</b>
4	SALARIES .....	30
5	<b>ARTICLE XX</b> .....	<b>32</b>
6	E.M.T. ALLOWANCE.....	32
7	<b>ARTICLE XXI</b> .....	<b>33</b>
8	OVERTIME.....	33
9	<b>ARTICLE XXII</b> .....	<b>34</b>
10	LONGEVITY .....	34
11	<b>ARTICLE XXIII</b> .....	<b>36</b>
12	ACTING CAPTAIN .....	36
13	<b>ARTICLE XXIV</b> .....	<b>36</b>
14	COLLEGE ALLOWANCES .....	36
15	<b>ARTICLE XXV</b> .....	<b>39</b>
16	HOSPITALIZATION INSURANCE .....	39
17	CLOTHING ALLOWANCE .....	40
18	<b>ARTICLE XXVII</b> .....	<b>42</b>
19	COURT APPEARANCES.....	42
20	<b>ARTICLE XXVIII</b> .....	<b>42</b>
21	DUES DEDUCTION AND AGENCY SHOP .....	42
22	<b>ARTICLE XXIX</b> .....	<b>43</b>
23	DISCIPLINARY PROCEDURES .....	43
24	<b>ARTICLE XXX</b> .....	<b>47</b>
25	PERSONNEL FILES.....	47
26	<b>ARTICLE XXXI</b> .....	<b>48</b>
27	MISCELLANEOUS .....	48
28	<b>ARTICLE XXXII</b> .....	<b>48</b>
29	NON-UNION EMPLOYEES AND SENORITY .....	49
30	<b>ARTICLE XXXIII</b> .....	<b>49</b>
31	FULLY-BARGAINED AGREEMENT .....	49
32	<b>ARTICLE XXXIV</b> .....	<b>51</b>
33	DURATION OF AGREEMENT .....	51
34		
35	JOB DESCRIPTION: FIREFIGHTER.....	52
36	JOB DESCRIPTION: CAPTAIN .....	53
37		
38		
39		



1 AGREEMENT

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

8  
9 ARTICLE I

10 PURPOSE

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

17  
18  
19 ARTICLE II

20 EMPLOYEE REPRESENTATIVE and EMPLOYEE CLASSIFICATIONS

21 A. Majority Representatives and EMPLOYEE CLASSIFICATIONS

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

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

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

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

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

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

11

12 B. Delegates

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

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

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

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

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

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

3

4

5

ARTICLE III

6

GRIEVANCE PROCEDURE

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

10

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

13

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

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

24

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

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

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

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

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

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

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

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

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

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

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

15  
16

17 ARTICLE IV

18 NON-DISCRIMINATION

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

21

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

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

3  
4

5 ARTICLE V

6 BULLETIN BOARDS

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

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

11  
12

13 ARTICLE VI

14 MANAGEMENT RIGHTS

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

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

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

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

24



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

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

9  
10

11 **ARTICLE VII**

12 **OUTSIDE EMPLOYMENT**

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

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

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

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

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

ARTICLE VIII

EXCHANGE OF SHIFTS

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

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

ARTICLE IX

STRIKES and LOCKOUTS

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

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

1 ARTICLE X

2 HOLIDAYS

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

12  
13 B. The following holidays will be observed.

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

21  
22 For calendar years covered by this Agreement, it is understood and agreed by and between the  
23 parties that any firefighter who works on the dates indicated for celebration of the above holidays  
24 in the respective contract years shall have the option of taking the shift off anytime during the

1 calendar year or submitting an overtime report for that shift and being paid time and one-half, in  
2 which case the firefighter shall not have any right to take any time off for that shift.

3  
4 C. Employees terminating their employment with the City or having their employment with the  
5 City terminated by the City shall be entitled to be paid for all accrued holidays on a pro-rata basis.  
6 If the number of holidays utilized by an employee exceeds the number to which he was entitled to  
7 take by the date of termination, the City shall be entitled to re-coup compensation for the excess  
8 number of holidays taken based on the list of holidays and the date of severance.

9  
10 D. For all hours worked on observed Holidays, part-time employees shall be paid time and one-  
11 half of their normal pay rate at that time.

12 ARTICLE XI

13 VACATIONS

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

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

18  
19 B. No vacation days shall be taken prior to the accrual thereof. Thereafter, an employee shall be  
20 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

<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 eight (8) years of service	Sixteen (16) working days paid vacation	Fourteen (14) working days paid vacation
Beginning nine (9) years of service	Seventeen (17) working days paid vacation	Fifteen (15) working days paid vacation
Beginning ten (10) years of service	Eighteen (18) working days paid vacation	Sixteen (16) working days paid vacation
Beginning eleven (11) years of service	Twenty (20) working days paid vacation	Eighteen (18) working days paid vacation
Beginning sixteen (16) years of service	Twenty three (23) working days paid vacation	Twenty one (21) working days paid vacation
Beginning twenty (20) years of service and subsequent years service thereafter	Twenty six (26) working days paid vacation plus one day for each year over twenty	Twenty four (24) working days paid vacation plus one day for each year over twenty

1

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

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

13

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

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

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

12

13

14

## ARTICLE XII

15

### PERSONAL DAYS

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

24

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

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

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

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

14

15

16

### ARTICLE XIII

17

#### WORK WEEK and STAFFING

18

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

23

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

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

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

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

17  
18  
19 ARTICLE XIV

20 SICK LEAVE

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



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

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

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

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

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

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

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

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

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

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

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

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

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

24

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

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

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

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

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

13

14

15

16

## ARTICLE XV

17

### FUNERAL LEAVE

18

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

22

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

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

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

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

12

13

14

## ARTICLE XVI

15

### INJURY LEAVE

16

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

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

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

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

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

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

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

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

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

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

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

16  
17 ARTICLE XVII

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

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

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

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

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

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

22 ARTICLE XVIII

23 LEAVE OF ABSENCE

24

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

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

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

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



- 1           1. Military Induction Leave. Military induction leave is leave taken as a result of  
2           induction into military service, whether by voluntary enlistment, draft or by call or  
3           recall to active duty. An employee who is called for extended duty with the  
4           National or State Guard or a reserve unit will be considered on military induction  
5           leave. Any employee who is inducted into the Armed Forces of the United States  
6           and who serves for not more than the prescribed minimum enlistment period (plus  
7           any period of additional service imposed pursuant to law) shall be entitled, upon  
8           release from service under honorable conditions, to all reemployment rights  
9           prescribed by law, subject to the following requirements and conditions:
- 10          a. The individual must have been a regular full time employee.
  - 11          b. The individual must have left a job with the city to directly enter the military  
12             service.
  - 13          c. The individual must be able, currently, to perform the duties of the former  
14             position, or, in the event of a service-connected disability, be able to  
15             perform the duties of an equally responsible position.
  - 16          d. A position exists for which the individual is qualified..
  - 17          e. The individual makes application for reemployment within ninety (90) days  
18             after honorable discharge or within one (1) year following hospitalization  
19             from service-connected disability.
  - 20          f. Any employee entering the armed forces will be placed on an unpaid leave  
21             of absence for the period of military service specified in Subsection
  - 22          g. Employees on military induction leave will not accrue paid vacation or paid  
23             holidays; however, the time spent in military service will be included as  
24             credited service when the employee returns to employment with the City.

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

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

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

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

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

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

23 3. Military Leave Induction

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

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

10 4. Annual Military Training

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

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

18  
19  
20 ARTICLE XIX

21 SALARIES

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

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

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

15

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

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

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

19 employees.

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

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

22 **Full-time:**

23	Captain	\$77,272
24	F/F aft 12 yrs	\$71,472
25	F/F aft 11 yrs	\$65,980
26	F/F aft 10 yrs	\$63,179
27	F/F aft 9 yrs	\$60,377
28	F/F aft 8 yrs	\$57,576
29	F/F aft 7 yrs	\$54,774
30	F/F aft 6 yrs	\$51,973
31	F/F aft 5 yrs	\$49,171
32	F/F aft 4 yrs	\$46,370
33	F/F aft 3 yrs	\$43,568
34	F/F aft 2 yrs	\$40,767
35	F/F aft 1 yr	\$37,438
36	Starting Salary	\$33,000
37	Probationary	\$28,250
38		

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

ARTICLE XX

E.M.T. ALLOWANCE

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

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

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

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

1 ARTICLE XXI

2 OVERTIME

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

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

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

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

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

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

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

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

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

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

ARTICLE XXII  
LONGEVITY

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

4

5 <u>Years of Service</u>	6 <u>Longevity</u>
7 3 years	\$350.00
8 Each year after 3 to 30 years	\$350.00 plus \$125.00 9 for each additional year 10 after 3 to 30 years up to 11 a maximum of \$3, 700.00

11

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

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

16

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

18

19 D. The city shall pay a \$350 bonus for any part-time FF who serves over 500 hrs. The city shall  
20 pay an additional \$300 bonus for any part-time FF who serves over 750 hrs. The city shall pay an  
21 additional \$300 for any part-time FF who serves over 1,000 hrs. per year measured from November  
22 1<sup>st</sup> thru October 31<sup>st</sup> so that payment can be calculated in a timely manner for disbursement as  
23 noted in section F. below. This section only applies once the part-time firefighter has begun their  
24 third year of service.

25



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

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

12 ARTICLE XXIII

13 ACTING CAPTAIN

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

18  
19 B. Any firefighter who shall serve as Acting Captain, in the absence of the Captain, for more than  
20 10 days shall be entitled to an additional 10% of the base rate of pay for all hours worked during  
21 the period of temporary assignment, but in no event shall the firefighter receive an amount greater  
22 than the existing Captain's base rate of pay.  
23

24 ARTICLE XXIV

25 COLLEGE ALLOWANCES

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

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

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

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

3

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

8

9 D. The employee further agrees that he must continue within the employ of the City of Linwood  
10 for at least one year after he receives reimbursement from the City for the credits attained, and in  
11 the event that the employee leaves the employ of the City of Linwood prior to one year after  
12 receiving said reimbursement, the employee shall be required to reimburse the City for any  
13 reimbursement paid by the City for credits attained within the period of one year prior to his  
14 leaving the employ of the

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

17

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

	<u>No. of Credits</u>	<u>Allowance</u>
23	16 credits	\$250.00
24	17 - 32 credits	300.00

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

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

10 ARTICLE XXV

11 HOSPITALIZATION INSURANCE

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

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

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

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

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

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

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

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

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

19  
20  
21  
22  
23

ARTICLE XXVI

CLOTHING ALLOWANCE

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

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

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

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

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

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

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

ARTICLE XXVII  
COURT APPEARANCES

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

ARTICLE XXVIII  
DUES DEDUCTION AND AGENCY SHOP

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

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

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

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

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

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

19  
20  
21 ARTICLE XXIX

22 DISCIPLINARY PROCEDURES

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



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

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

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

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

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

#### 14 E. DISCIPLINE AND DISCHARGE

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

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

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

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

9  
10 G. The employer and its authorized representatives recognize each represented employee's  
11 Loudermill Rights regarding their vested property right in their employment with the City of  
12 Linwood and pursuant to such rights, an employee cannot be dismissed without due process.

13  
14 H. RICE NOTICES

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

ARTICLE XXX

PERSONNEL FILES

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

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

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.

ARTICLE XXXII



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

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

6

1 ARTICLE XXXIV

2 DURATION OF AGREEMENT

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

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

12  
13 City of Linwood

IAFF Local #4370

14  
15 \_\_\_\_\_  
16 Darren Matik  
17 Mayor

\_\_\_\_\_

Jay Sarno  
Local Vice President

18  
19 \_\_\_\_\_  
20 Leigh Ann Napoli  
21 RMC, Municipal Clerk

\_\_\_\_\_

Greg Coderre  
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 cramped  
17 surroundings. A large part of duty time is taken up in pre-planning sessions, training, and  
18 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 Fire  
22 Company #1 or the Incident Commander if the Chief is not in command at the incident. In the  
23 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.