

Agreement  
Between  
City of Woodbury  
Woodbury, NJ  
and  
Gloucester County Uniformed Firefighters  
Association  
International Association of Fire Fighters  
Local 3592  
A.F.L.-C.1. O.-C.L.C.



January 1, 2022  
through  
December 31, 2026

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### PREAMBLE

THIS AGREEMENT is entered into this \_\_\_\_\_ by and between the CITY OF WOODBURY, in the County of Gloucester, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "City", and GLOUCESTER COUNTY UNIFORMED FIREFIGHTERS ASSOCIATION, IAFF LOCAL #3592, AFL-CIO-CLC, hereinafter called the "Association", represents the complete and final understanding on all bargaining issues between the Board and the Association.

### PURPOSE

THIS AGREEMENT is entered into between the City and the Association, to promote and ensure harmonious relations; cooperation, and understanding between the City and its Association-represented employees, to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the residents of Woodbury City, the Council, and its employees.

## ARTICLE-1

### RECOGNITION

- A. The City recognizes the Association as the exclusive collective negotiation's agent for all paid full-time employees engaged in fire suppression duties, including Firefighters.
- A. All others, including volunteer firefighters and fire officers, part time and per diem firefighters, police, confidential employees, craft employees, professional employees and managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act (hereinafter "The Act") shall be excluded from this bargaining unit.

## ARTICLE-2

### NON-DISCRIMINATION

- A. The City and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- B. The City and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the city or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

### ARTICLE-3

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Official representatives of the Association will be granted administrative leave with pay to attend the annual conventions of the Professional Firefighters Association of New Jersey and the International Association of Firefighters. The administrative leave shall be for the period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention but in no event, shall said leave exceed five (5) working days. The total number of Association members permitted to attend such conventions shall be limited to one (1).
- B. Upon the request of the Association President and at the sole discretion of the employer, Authorized Association Representative may be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement for this City. At the sole discretion of the City and upon the request of the Association President, such representatives may also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty in the appropriate uniform and be available for duty in the event the need arises. Approval by the employer shall not be reasonably withheld.
- C. Copies of disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the Association. Copies of all disciplinary charges or notices relating to disciplinary action against any member or non-member shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of charges.
- D. The Association will be responsible for acquainting its members with the provisions of this Agreement and shall be responsible as far as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this article shall be subject to the mission of the City.
- E. Whenever an employee is to be questioned and he is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.
- F. Authorized representatives of the Association or their designee may be permitted to visit any fire facility within Woodbury City for the purpose of processing or investigating grievances, provided that written approval has been secured from the Fire Administrator, or such other individuals designated by the City to perform such task, on condition that such prior approval shall not be unreasonably withheld. The

requirement for written approval may be waived by mutual agreement when necessary. The Association representative shall not interfere with the normal conduct of work within the fire facility.

- G. In addition to the foregoing, if the State Delegate is elected from this bargaining unit, the Delegate will receive administrative leave without loss of pay to attend monthly meetings of the Professional Firefighters Association of New Jersey, IAFF. In order to receive said leave, the Delegate must give the City a minimum of two (2) weeks prior written notice and must be scheduled to work on the day and time of the State monthly meeting. The total number of Association members permitted to attend such meetings shall be limited to (1).
- H. Upon the request of the Association President, and at the sole discretion of the employer, on duty employees may be reasonably permitted to attend and participate in bargaining unit meetings without loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the City. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises. Approval by the employer shall not be unreasonably withheld.
- I. In addition to the foregoing, union representatives may, at the sole discretion of the employer, receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union business on an as needed basis. The representative requesting relief must make application to the City's designee and receive approval as soon as reasonably possible. Such request will not be unreasonably denied.

## ARTICLE-4

### MANAGEMENT RIGHTS' AND RESPONSIBILITIES

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the ~~law~~ and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:
- 1.) To the executive management and administrative control of the City and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
  - 2.) To make rules and procedures and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
  - 3.) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department according to law.
  - 4.) To hire all employees, to promote, transfer, assign or retain employees in positions with the city.
  - 5.) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.
  - 6.) To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.
- B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the city, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.



## ARTICLE-5

### MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the City Council's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference of such operations.
- B. Neither the Association or any person acting on behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the city.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activities, or support any action by any other employee or group of employees of the city.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the city in its right to seek and obtain judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## ARTICLE-6

### GRIEVANCE PROCEDURE

#### A. Purpose

- 1.) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
- 2.) Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the city staff.
- 3.) Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies. The grievance procedure must be concluded before any other remedies are pursued.

#### B. Definition

The term grievance as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual agreements, and administrative decisions affecting the terms and conditions of employment and shall be raised by the Association on behalf of an individual or group of individuals.

#### C. Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any is waived by mutual consent.

##### STEP ONE:

An aggrieved employee or employees shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence of the event-giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Within fifteen (15) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Board with request that the Fire Commission investigate and resolve same, if required. If the resolution of the grievance has not been reached

within five (5) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

STEP TWO:

- 1.) In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days of the City Council or a designee's decision, file its written grievance with the city. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- 2.) The City or its designee shall review the decision of the Fire Administrator, and, within ten (10) calendar days from receipt of the grievance, make a written determination.

STEP THREE:

- 1.) In the event the grievance has not been resolved at Step Two, the Association within thirty (30) calendar days of the City's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC). Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
- 2.) However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the city. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled, and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

D. Arbitration

- 1.) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- 2.) The costs for the services of the arbitrator shall be borne equally by the city and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

3.) The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

E. Group Grievances

Group grievances, shall be defined as those affecting "substantially" all of the members of the Association, shall be filed by the Association, and the Association only, at Step Two.

F. Time Limits

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits specified, the grievance shall be deemed to be abandoned and conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

## ARTICLE-7

### DUES, DEDUCTIONS AND AGENCY SHOP

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, membership dues for the Association. Membership dues shall be transmitted to the Association on a monthly basis unless otherwise mutually agreed and memorialized by written instrument which shall be signed and executed by the Association and the City.
- B. Union dues deduction shall commence for each employee that signs a properly dated authorization card, supplied by the Association, and verified by the City Administrator during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the city written notice thirty (30) days prior to the effective date of such change and shall furnish the City either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Administrator.
- E. Any such written authorization may only be withdrawn between the period of the 1<sup>st</sup> of April and the 30<sup>th</sup> of June by filing a withdrawal notice with the City Administrator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with NJSA 52:14-15.9e, as amended.
- F. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the city in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the city, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

## ARTICLE-8

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict any employee of such rights as they have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reduced in rank or compensation without just cause. The release of information related to any such action shall be in accordance with applicable law.
- C. Whenever an employee is required to appear before any Supervisor, City Council or City Representative concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Local present to advise them and represent them during such meeting or interview.
- D. Any employee whose action may give rise to charges by the city or any to any hearing or meeting with any agent or agents of the city or Department shall be afforded all rights pursuant to United States Supreme Court decision commonly known as *Weingarten*. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the city.
- E. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be established according to applicable law. All written rules and regulations shall be provided to the employees immediately upon promulgation.

## ARTICLE-9

### HOURS AND OVERTIME

- A. The normal workweek will consist of Monday through Sunday, for a seven (7) day work week with the workday consisting of twelve (12) or twenty-four (24) consecutive hours as directed by the City. The scheduled hours of work may vary from time to time to meet the needs of the City. Employees required to work a 12-hour shift will work the "Panama Schedule," and employees working a 24-hour shift will work a 24/48 rotating shift. Firefighters working the 24/48 schedule reflects the 19-day work schedule as defined by Section C of this Article that abides by section 7(k) of the Fair Labor Standards Act. Firefighters shall begin their tour at 0600 hours and end at 0600 hours the following day.
- B. It is understood that the employees must remain available for emergency calls during break periods.
- C. Overtime will be paid to non-exempt employees in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection. Firefighters working the 24/48 schedule shall be paid based on an average 19-day work period as established by 7 (k) exemption Department of Labor comprised of 168 hours. Hourly rate shall be determined by dividing annual salary by 2912 hours, then the overtime rate shall be determined as time and one-half that rate. Any employee working more than his regularly scheduled hours during any work period, shall be compensated at time and one half for all hours on duty in any work period which exceeds 168 hours.
- D. When a non-exempt employee is recalled for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, as long as the recall is not contiguous with the regularly scheduled shift. They will also be covered for any injuries that may occur when recalled.
- E. Overtime work shall be assigned utilizing a seniority list starting at the beginning of this contract with the most Senior member at the top of the list, to the most junior member at the bottom of the list. If offered overtime, your name will come from the top of the list and be placed at the bottom of the list. The City Fire Administrator will manage the list.
- F. Any qualified employee voluntarily instructing training sessions on off duty time will be compensated his/her regular hour rate or comp time hour for hour.
- G. Check in time for the purpose of calling out sick or otherwise absent shall be one (1) hour and fifteen (15) minutes prior to the employee's start of shift. Employees shall report out sick or otherwise absent, in cases when leave has not been prior approved, during the check in period.
- H. Employees reporting for work after their scheduled start time or leaving prior to their scheduled off duty time will be docked for time that they are absent equal to the fifteen (15) minute blocks as paid in overtime.

- I. All employees will attend mandatory training and will be compensated straight or comp time. Training other than mandatory training, in or outside of the City, will be paid at straight or compensatory time.
- J. Firefighters shall each be assigned to a shift. Fourteen (14) days' notice shall normally be given before a firefighter is moved from one shift to another except in the case that an injury or illness requires the shift change then six (6) days notice shall be given. The notice time may be reduced when it is mutually agreed upon between the City, the Local and the firefighter. Probationary firefighters shall not need notice.

## ARTICLE-12

### EXCHANGE OF HOURS OF DUTY

- A. The request for exchange of hours of duty by an employee may be granted by the City, at its discretion, provided such request has been made through the chain of command in conformance with the needs of the City. Such discretion shall not be unreasonably denied.

## ARTICLE-13

### HOLIDAYS

- A. Employees will be paid for the following (13) thirteen holidays, which will be added to the employee's yearly salary for pension purposes.

|                  |                        |
|------------------|------------------------|
| New Year's Day   | Martin Luther King Day |
| President's Day  | Good Friday            |
| Memorial Day     | Independence Day       |
| Labor Day        | Columbus Day           |
| Election Day     | Veteran's Day          |
| Thanksgiving Day | Black Friday           |
| Christmas Day    | Juneteenth             |

- B. A holiday shall be equal to the duration of one tour of duty.
- C. If an employee works on a listed holiday, the employee shall receive four (4) hours of overtime in addition to his / her regular pay for working the holiday.
- D. If the employee schedules a day off for the holiday, they will not be compensated with four (4) hours of overtime.



## ARTICLE-12

### SALARIES

- A. The base salaries for a Firefighter / Inspector hired on or before January 1, 2012 shall be as follows:

|          | 2023        | 2024        | 2025        | 2026        |
|----------|-------------|-------------|-------------|-------------|
| Step 10: | \$80,580.00 | \$82,191.60 | \$83,835.43 | \$85,512.14 |

- B. Effective January 1, 2023, the salary scale for a Firefighter/Inspector hired after January 1, 2014 shall be as follows:

|                          | 2023     | 2024   | 2025      | 2026      |
|--------------------------|----------|--------|-----------|-----------|
| Step 1 (Starting Salary) | \$38,000 | >>>>   | >>>       | >>>       |
| Step 2                   | \$42,555 |        |           |           |
| Step 3                   | \$47,110 |        |           |           |
| Step 4                   | \$51,665 |        |           |           |
| Step 5                   | \$56,220 | >>>>   | >>>>      | >>>       |
| Step 6                   | \$60,775 |        |           |           |
| Step 7                   | \$65,330 |        |           |           |
| Step 8                   | \$69,885 |        |           |           |
| Step 9                   | \$74,440 | >>>>   | >>>>>     | >>>       |
| Step 10                  | \$79,000 | 80,580 | 82,191.60 | 83,835.43 |

- C. The Salary Guide for Firefighter will consist of ten (10) steps. Each of the ten (10) steps will equate to one year of service with the City.
- D. Should the City create a superior fire officer position in the future, the Union and City will negotiate regarding the salary and any other negotiable terms and conditions of employment for the position or positions.
- E. Any Firefighter/Inspector at Salary Step 10 will receive a two percent (2%) cost of living increase effective January 1 of each year of this agreement.
- F. A Firefighter/Inspector maintaining an EMT certification shall receive differential pay in the amount of \$250.00 per calendar year. The differential pay shall be added to and paid with the employee's regular base salary. The employee must present proof of valid certification. Failure of the employee to maintain his / her certification will result in the employee no longer receiving the differential pay.

## ARTICLE-13

### VACATIONS, PERSONAL TIME, COMP TIME

#### A. Vacation Period

1. Vacations will, as far as possible, be granted at the time most desired by employees. No more than one (1) employee may be on vacation at the same time unless the Department Head is satisfied that there are enough personnel to operate efficiently. An employee may divide vacation into twelve (12) hour segments.

#### 2. Eligibility

Employees shall receive the following paid vacations based upon their period of employment:

- A. First year of employment: Seven (7) Hours of Vacation credit for each calendar month of employment. Total vacation days shall not exceed eighty-four (84) hours in the first year of employment.
  - B. After 1 year of employment through the fifth year of employment: 84 hours per year.
  - C. From the beginning of the sixth year of employment through completion of the tenth year of employment: 126 hours per year.
  - D. From the beginning of the eleventh (11<sup>th</sup>) year of employment through the fifteenth (15<sup>th</sup>) year of employment: 168 hours per year.
  - E. After 15 years of employment: 168 hours plus 12 additional hours for each year of service over 15 years, to a maximum of 210 hours per year.
  - F. To qualify for a full vacation in any given year, an employee must have been continuously employed for his entire employment year. Employees who are employed less than a full year shall receive a prorated vacation.
3. If an employee becomes sufficiently ill to require in-patient hospitalization while on vacation, he / she may charge such period and the post hospitalization recovery period to his / her sick leave.
  4. The vacation year is January 1<sup>st</sup> through December 31<sup>st</sup>.
  5. An employee who terminates their employment with the city shall be entitled to be paid for all accrued vacation time at the employee's then rate of pay.

B. Personal Time:

1. Employees with at least one year of employment will receive twenty-four (24) hours of personal time each year, which will as far as possible be granted at time most desired by employees according to their seniority. No more than one employee may take a personal day at the same time unless the Department Head is satisfied that he has enough personnel to operate efficiently.
2. A newly hired employee will receive twelve hours of personal time for each quarter worked in their first year of employment.
3. Personal time may not be carried from year to year.

## ARTICLE-14

### SEPARATION, DEATH, AND RETIREMENT

- A. Employees shall retain all pension rights as firefighters as provided by all applicable laws.
- B. Employees retiring either after 1, twenty-five (25) years of service or as a result of disability pension, whether work, connected or not, shall be paid for all accumulated sick leave, holidays, vacation, and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon annual compensation.
- C. Employees intending to retire on other than disability pension shall accordingly notify the city by September 1<sup>st</sup> of the previous year in which said retirement is to become effective.
- D. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick leave, holidays, vacation, or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated sick leave, vacation, holidays, and other compensatory time shall be paid at the rate of pay at the time of separation to the employee.
- F. For benefits payable in the current year in all cases of separation, death while not in the line of duty or retirement, all sick leave, vacation, holiday, and other compensatory time shall be prorated as of the first of the month if the resignation, death, or retirement is effective after the fifteenth (15<sup>th</sup>) of the month. Benefits shall be prorated on the calendar year from January 1<sup>st</sup> through December 31<sup>st</sup>.
- G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all sick leave, vacation, holidays, and other compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- H. Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.
- I. The City will continue hospitalization, medical and dental insurance in effect for employees who retire with a minimum of twenty-five (25) years of service to the City of Woodbury.
- K. In the case of a retired employee passing away, the spouse and children under the age of eighteen (18) years of age shall be eligible to maintain their health care coverage for a period often (10) years from the time of the employee's death. The family must pay the city the full amount for the benefits maintained at the time the City is billed.

## ARTICLE-15

### SICK LEAVE

- A. Employees shall receive seventy-two (72) hours of paid sick leave per calendar year.
- B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensable under Article 16.
- C. Employees shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive workdays.
- D. The city may require the employee to submit acceptable medical evidence of proof of illness, whenever such a requirement appears reasonable to the City.
- E. The City may require an employee to be examined by a physician designated and compensated by the City, as a condition of the employee's continuation of sick leave or return to work.
- F. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Fire Administrator or his/her designee at least one (1) hour and fifteen (15) minutes prior to the start of their shift if possible.
- G. In case of sick leave due to contagious disease or to care for an ill member of the employee's immediate family, reasonable proof may be required.
- H. An employee who has exhausted their accumulated sick leave may, with the City's approval, charge additional days of absence to available vacation or personal days, or Compensatory Time.
- I. Sick time will be used hour for hour.
- J. At the end of each year, the employee will be entitled to a buy-back or 50% of accumulated sick leave not previously used at the current rate of pay.
- K. Employees retiring after twenty-five (25) years of service shall be paid for all accumulated sick days as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement based upon the base annual compensation.
  - 1.) Employees retiring on disability retirement pursuant to the Police and Firemen's Retirement System shall be paid for all accumulated sick days as provided by this agreement.
  - 2.) In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick days as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
  - 3.) In the event of an employee's separation from service, in good standing, for any reason not set forth above, the employee shall be entitled to be compensated for all accumulated sick days.
  - 4.) In the event and employee is sick or injured the city shall pay health care for up to one (1) year after the employee's time has been used. Then the employee can go into the Cobra plan offered per the State of New Jersey and guidelines set forth for payment.

## ARTICLE-16

### INJURY LEAVE

- A. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said leave, the Board's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the city. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the city and receive from the city his or her entire salary payment, or in the alternative, the employee may retain the compensation, disability or other benefits and receive from the city only the difference of pay.

If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

- B. When an employee requests injury leave, he or she will be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the City's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workman's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employment of the city prior to reimbursing the city for such advanced time, the employee shall be required to reimburse the city for such advanced time.
- C. Any employee who is injured, whether slight or severe, while working, must make an injury report to the Fire Administrator or officer in charge prior to the end of the employee's shift, or if that is not medically possible, as soon thereafter as is possible.
- D. It is understood that the employee must file an injury report with the City Administrator so that the city may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

If an employee is recalled after their designated shift and is injured at any point during the recall, they will be afforded the same rights as if they were injured during work hours.

- F. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the city may reasonably require the employee to present such certificate from time to time. The employee must provide a written note from their physician regarding the employee's ability to work "light duty." "Light Duty" shall be defined specifically by the physician but generally is understood by each party to this agreement to mean clerical work, public service, and/or mild physical exertion.
- G. If the city does not accept the certificate of the physician designated by the insurance carrier, the city shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the city.
- H. In the event the City appointed physician certifies the employee fit for duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the city's appointed physician. Then the city and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the city and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third Physician also certifies the employee fit to return to duty, injury leave benefits granted under this article shall be terminated.

## ARTICLE-17

### BEREAVEMENT

#### LEAVE

- A. In the event of death of the employee's parents, stepparents, spouse, child, stepchild, foster child, brother, sister, grandparents, grandchild, mother-in-law, father-in-law, brother-in-law and sister-in-law, the employee shall be granted time off without loss of pay commencing between the day of death and the day after interment, but may not exceed forty-eight (48) hours.
- B. Bereavement leave may be extended at management's sole discretion.
- C. If the death of an extended family member causes additional burden on the employee as defined below, the employee will receive paid leave for up to forty-eight (48) hours following the death.
- D. Additional burden is defined as the employee, in addition to making the usual necessary funeral arrangements and attendance, being called upon to:
  - 1) Physically move household furniture and belongings of the deceased or their survivors to another location.
  - 2) Arrange to dispose of or transfer the business concerns of the deceased.
  - 3) Arrange for the care of survivors of the deceased.
- E. The employer may grant leave for anyone else not specifically included within this article upon application by an employee and upon the employee demonstrating sufficient cause for such leave to be granted.
- F. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval of the employer.
- G. An employee will request bereavement leave at the earliest practical time.
- H. Proof of death may be required at the employer's discretion.
- I. Any bereavement days taken pursuant to this Article may be taken in non-consecutive working days, provided that such days are taken within thirty (30) calendar days of death.



## ARTICLE-18

### MILITARY LEAVE

- A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

## ARTICLE-19

### LEAVE OF ABSENCE

- A. Leave of absence without any pay, at the discretion of the City, may be granted for good cause to any employee who has completed their probationary period.
- B. Leave of absence can be a specified time up to maximum of one (1) year.
- C. During a leave of absence, the City will not be responsible to provide the employee with the benefits provided within Article 24. However, if the employee wishes that coverage is extended to him during that leave, the City will provide it, but it must be paid by the employee prior to the city being billed.

## ARTICLE-20

### PENSIONS

- A. All employees shall retain all pension rights afforded to them.

## ARTICLE-21

### JOB DESCRIPTION AND DUTIES

- A. The job descriptions and duties for all members of this bargaining unit shall be in accordance with each employee's job title.
- B. The City will maintain on file in the city's office a complete and current for all required positions.
- C. The City will supply a copy of the most current job description to an employee when hired and at any time thereafter if the job description should change.
- D. If an employee's job description or duties shall change, the employee shall be notified in writing at least five (5) calendar days prior to change of duties.

## ARTICLE-22

### CLOTHING ALLOWANCE

- A. The city will issue to all newly hired employees all uniforms and turnout gear, according to the clothing allowance, as set forth in Letter E of this Article. All clothing shall meet NFPA and OSHA requirements.
- B. Each year each employee will be given a clothing allowance of six hundred fifty (\$650) dollars. Only items contained in Appendix A can be purchased.

Uniforms shall be worn during all duty hours except during physical fitness time. When working in and around stations and grounds, the employee may wear the maintenance uniform or Class "C" work uniform; however, when the employee is in the public eye performing Fire Inspections or Public Events, they will be in Class "B" badge uniform with matching shirt and pants. Formal Events the employee shall don the Class "A" Uniform. The City Fire Administrator or his designee shall determine the proper uniform for the work being performed.

- C. Each employee will paid the full six-hundred fifty (\$650) dollar clothing allowance during the first pay in April.
- D. The City will provide all represented firefighter employees with all turnout gear and equipment to meet or exceed the requirements of the NFPA and PEOSHA.

- 1. The initial uniform issue for a newly hired firefighter employee shall be as follows:

- 1 Long sleeve FR shirts
- 1 Short sleeve FR shirts
- 2 Pair FR Pants
- 3 Pain 100% cotton pants
- 5 Short sleeve T-shirts
- 5 Long sleeve T-shirts
- 1 Breast badge
- 1 Pair station boots
- 1 Pair Class A uniform shoe
- 1 Class A dress uniform
- 2 Black belts

- 2. Items Permitted to be purchased on clothing allowance must be approved by the City Fire Administrator.

- F. The use of City approved long sleeve or short sleeve uniform shirts will be directed by the Fire Administrator and be based on weather conditions and ambient temperatures

## ARTICLE-23

### TRAVEL EXPENSES

- A. Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and required by the city and shall be reimbursed for all approved non-vehicular expense in connection with their official duties. Any such expenses must be approximately documented as a condition of reimbursement.

## ARTICLE-24

### HOSPITALIZATION AND MEDICAL BENEFITS

- A. The Parties agree that the health insurance shall be selected by the employees from the plans available through the State Health Benefits Plan or Medical Plan offered by the City of Woodbury. The employee will pay towards the costs of said health insurance under chapter 78.

Employees will be entitled to hospitalization and medical benefits after sixty (60) days of continuous service with the city.

- B. In the event of an employee's separation from the city, hospitalization and medical benefits shall be continued for a period of one (1) month at the City's expense.
- C. The city will pay lifetime health insurance premiums in accordance with the terms and conditions of this agreement as stated in Article 14, Section I, upon the employee's retirement with a minimum of twenty-five (25) years of service in the City of Woodbury. The Retired employee will continue to pay healthcare insurance contributions pursuant to Chapter 78.
- D. Employees hired after 2018 will only receive lifetime health insurance premiums for the employee. Employees hired before 2018 will receive lifetime health insurance premiums for the employee and their spouse.
- E. Medical deductions will Be Calculated following the New Jersey State Health Benefits Program rates depending on coverage and salary.
- E; The City will reimburse any employee the cost of repair or replacement of eyeglasses damaged or lost in the line of duty. The damage must be reported to the officer in charge at the time of the occurrence. Employee must provide a receipt.

## ARTICLE-25

### COMMUNICABLE DISEASES

- A. The Fire Administrator or its designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.
- B. If the employee is diagnosed with the AIDS Virus or any other communicable disease, the C.D.F. form shall establish a reputable presumption that the employee is eligible for injury leave pursuant to Article 16.
- C. Any dispute relating to an employee's entitlement to "Injured on Duty" status relating to a communicable disease shall be resolved pursuant to the Injury Leave Article of this agreement and Workers Compensation Laws.

## ARTICLE-26

### PROMOTIONS

- A. When the city determines to create a promotional position(s), a notice will be posted, with a copy provided to the Association, advising of the nature of the position and the qualifications required, therefore. All promotions will be made in accordance with any and all Federal, State and Local regulations.

## ARTICLE-27

### BULLETIN BOARD

- A. The Association shall have the sole use of the designated Association bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.
- B. Only material authorized by the signature of the Association Representative, President, or Shop Steward and approved by the employer consistent with related law shall be permitted to be posted on said bulletin board.
- C. The City may require the Association to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of this Article. Said material will be kept on file with the Association.

## ARTICLE-28

### SERVICE RECORDS

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board and may be used for evaluation purposes by the Fire Administrator or city only.
- B. Upon advanced notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Fire Administrator or its designee.
- C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.
- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employee's file, and any and all other files within five (5) working days.
- E. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed there from except as provided in Section D above or by mutual agreement.
- F. Maintenance of the personnel files will be accordance with the Archives Laws of the State of New Jersey.

## ARTICLE-29

### PRINTING AND SUPPLYING AGREEMENT

- A. This agreement and any future agreement shall be copied and supplied by the city to the Association in duplicate within forty-five (45) calendar days of execution at no cost to the employee.
- B. The City shall provide all Association represented employees with a full and complete copy of this signed agreement and any future signed and executed agreement within fifteen (15) calendar days of execution at no cost to the employees or the Association. An electronic file of the full and complete signed agreement shall be acceptable

### ARTICLE-30

#### STATUTORY AND LEGAL RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict the city or the employee from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other national, state, county or local laws or ordinances pertaining to the employee covered by this Agreement.

### ARTICLE-31

#### SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

### ARTICLE-32

#### MAINTENANCE OF BENEFITS

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.
- B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

### ARTICLE-33

#### JURY DUTY

- A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for involuntary jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.
- B. Employees volunteering for jury duty shall not be granted time off without loss of pay.

## ARTICLE-34

### EMERGENCY LEAVE

- A. Employees shall be granted emergency leave for a bona fide emergency that requires their release or absence from work. All emergency leave will be charged at the employee's option, against the employee's vacation, personal or compensatory time balance.

## ARTICLE-35

### TRAINING AND EDUCATION

- A. The City endorses a policy of self-improvement and an educational assistance program. All requests for approval and/or reimbursement must be processed and received for review and approval by the Fire Administrator. City approval of training and education applications will be based upon job relativity and will be at the discretion of the City.
- B. Examples of job-related courses are those that are based on fire prevention, fire suppression, medical certification, and personnel management. These courses shall include any/all fire related courses that are deemed necessary for related job descriptions and/or any/all fire science courses at an approved institution.
- C. After being authorized and approved by the Fire Administrator, the City shall payfull tuition, including books and credits for job related courses. Employees attending the courses shall initially pay the cost of said course, etc. and be reimbursed upon successful completion of same.
- D. Courses in any type of advanced or specialized training will be paid by City for a minimum of two (2) courses per calendar year.
- E. Tuition reimbursement will be limited to a maximum of \$1,500 per semester per employee.
- F. Tuition reimbursement will be provided for classes not directly related to fire department operations
- G. The City may approve advanced payment for all approved job-related course.

## ARTICLE-36

### FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.
- D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The city and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

## ARTICLE-37

### SUPERSEDING CLAUSE

- A. This Agreement supersedes any and all other agreements, ordinances, resolutions and/or directives dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

## ARTICLE-38

### PROBATIONARY PERIOD

- A. New employees shall serve a probationary period of one (1) calendar year. During the probationary period, new employees shall be paid as a first-year employee for the purposes of seniority and longevity.



## ARTICLE-39

### OUTSIDE EMPLOYMENT

- A. Employees may hold outside employment during off duty hours provided that the outside employment does not interfere or conflict with their employment within the fire department.

## ARTICLE-40

### DISCIPLINARY ACTION

- A. All employees may be subject to disciplinary action, at the sole discretion of the Board or its designee, for just cause, which shall include but not be limited to the following:
- 1.) Neglect of duty
  - 2.) Incompetence or inefficiency
  - 3.) Insubordination or breach of discipline
  - 4.) Consumption of alcoholic beverages while on duty or reporting to work in unfit conditions
  - 5.) Consumption of drugs while on duty
  - 6.) Chronic or excessive absenteeism or lateness
  - 7.) Disorderly or immoral conduct
  - 8.) Conviction of a criminal act or offense pursuant to applicable law
  - 9.) Willful negligence or damage to property or willful waste of supplies
  - 10.) Conduct unbecoming a public employee
  - 11.) The use or attempt to use authority or official influence to control or modify a political action of any person in the service, or engaging in political activity during working hours
  - 12.) Unauthorized use of city vehicles or equipment.
- B. Disciplinary action may include but not be limited to oral reprimand, written reprimand, and suspension from work with or without pay, reduction in grade or dismissal. The nature of the infraction shall dictate the disciplinary action.
- C. Disciplinary procedures shall be conducted in accordance with applicable law and shall also be subject to the negotiated grievance procedure provisions of this contract.

## ARTICLE-41

### SAFETY

- A. Safety equipment shall be provided for employee protection in areas considered hazardous. All employees shall observe and obey posted rules for working within hazardous areas.

## ARTICLE-42

### LATENESS

- A. Suspensions
  - 1.) Anyone who is late six (6) times in a calendar year (Jan. -Dec.) (12) twelve-month period will receive a one (1) day suspension.
  - 2.) Anyone who exceeds six lateness's in the same calendar year will receive one (1) additional day suspension without pay for each lateness.
  - 3.) Anyone who exceeds the eight (8) lateness's in the same calendar year shall receive a one (1) week suspension without pay.
  - 4.) Any who exceeds the eight (8) lateness's in the same calendar year shall be terminated.

The above suspensions are all without pay and the city reserves the right to schedule suspensions at their convenience.

## ARTICLE-43

### DRUG AND ALCOHOL POLICY

- A. The Association and city shall negotiate and implement a mutually agreed upon Drug and Alcohol Policy.

## ARTICLE-44

### ROTATING SCHEDULES

- A. The assignment of personnel shall be at the sole discretion of the city and its representative. The city will give fourteen (14) days' notice prior to effecting any changes of personnel station assignments.
- B. Any employee requesting reassignment from their current assignment shall submit a written request to the employer's designee. Review and action on the request shall be at the sole discretion of the City.

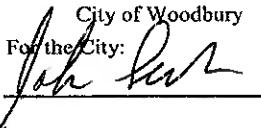
ARTICLE-45

DURATION, TERM AND RENEWAL

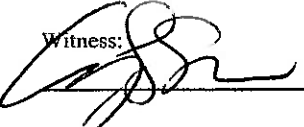
THIS AGREEMENT shall be effective January 1, 2023 shall remain in full force and effect through December 31, 2026. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.

City of Woodbury  
For the City:

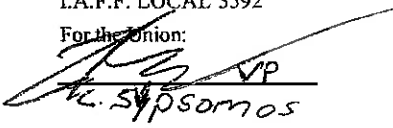
  
Dated: 1/24/2023

Witness:

  
Dated: 1/24/2023

I.A.F.F. LOCAL 3592

For the Union:

  
Dated: 1/20/23

Witness:

  
Dated: 1-20-23

**RESOLUTION NO. 23-59**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODBURY  
RECOGNIZING AGREEMENT WITH THE GLOUCESTER COUNTY UNIFORMED  
FIREFIGHTERS ASSOCIATION AND THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 3592, AFL-CIO-CLC**

**WHEREAS**, via resolution 22-103 the full time paid firefighters employed by the City of Woodbury affiliated with International Association of Fire Fighters Local 3592, AFL-CIO-CLC; and

**WHEREAS**, a contract between the City of Woodbury and the International Association of Fire Fighters Local 3592, AFL-CIO-CLC is needed; and

**WHEREAS**, the City Administrator and Fire Administrator have negotiated the recommended approval of the attached Contract; and

**WHEREAS**, the International Association of Fire Fighters Local 3592, AFL-CIO-CLC, has approved the attached Contract; and

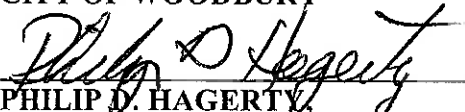
**WHEREAS**, the Mayor and Council of the City of Woodbury have determined that it is in the best interest of the City of Woodbury to approve the attached Contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Woodbury that the attached Contract between the City of Woodbury and the Gloucester County Uniformed Firefighters Association and the International Association of Firefighters Local 3592, AFL-CIO-CLC is hereby approved and the Mayor and/or Administrator are authorized to execute the attached Contract.

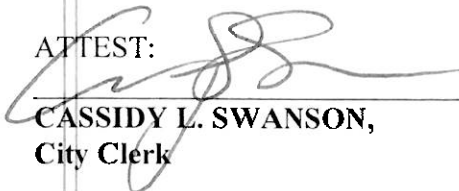
**ADOPTED** at a regular meeting of the Mayor and City Council of the City of Woodbury on January 23, 2023.

**CITY OF WOODBURY**

By:

  
**PHILIP D. HAGERTY,**  
Council President Pro-Tempore

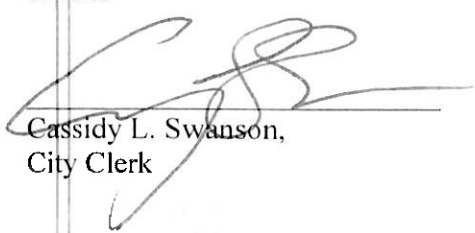
ATTEST:

  
**CASSIDY L. SWANSON,**  
City Clerk

| Council Member            | Ayes | Nays | Abstain | Absent |
|---------------------------|------|------|---------|--------|
| Councilwoman Carter       | ✓    |      |         |        |
| Councilman Ferraino       | ✓    |      |         |        |
| Councilwoman Garlic       | ✓    |      |         |        |
| Councilman Hagerty        | ✓    |      |         |        |
| Councilwoman Harwell      | ✓    |      |         |        |
| Councilman Merinuk        | ✓    |      |         |        |
| Councilwoman Miller       | ✓    |      |         |        |
| Councilman Pisarcik       |      |      |         | ✓      |
| Council President Fleming |      |      |         | ✓      |
| Mayor Miller              |      |      |         |        |

### CERTIFICATION

I, Cassidy L. Swanson hereby certify that the foregoing Resolution was adopted by the City Council, of the City of Woodbury, in the County of Gloucester and State of New Jersey at the meeting held on **January 23, 2023**, at City Hall 33 Delaware Street, Woodbury, New Jersey 08096.

  
Cassidy L. Swanson,  
City Clerk