

CONTRACT

BETWEEN THE CITY OF WOODBURY

**GLOUCESTER COUNTY, NEW JERSEY AND
NEW JERSEY STATE
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 62**

**JANUARY 1, 2012
THROUGH
DECEMBER 31, 2013**

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ by and between WOODBURY, in the county of GLOUCESTER, a municipal corporation of the State of New Jersey hereinafter referred to the "City" and FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 62 duly appointed representative of the fire department of the City of WOODBURY, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association. The provisions of the Agreement shall prevail in case of conflict with the provisions of the Personnel Policies and Procedures Manual for the City of Woodbury. Any issue or item not covered by this agreement shall be governed by the City's Personnel Policies and Procedures Manual

ARTICLE I - PURPOSE

This Agreement is entered into pursuant of the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Statue 34:13A - 5.1 at. seq.) of the State of New Jersey, to promote and insure harmonious relations, cooperation, and understanding between the City and FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 62; to prescribe the rights and duties of the City and FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 62, all in order that public service shall be expedited and effectuated to the best interest of the people of the City of Woodbury.

ARTICLE II - EMPLOYEE REPRESENTATIVE

A. Majority Representative. The City hereby recognizes the FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 62 as the sole and exclusive negotiating agent and representative for all full time and part-time Fire Fighters, Fire Fighter/Fire Inspectors, Fire Official and Fire Officers employed in the City of Woodbury Fire Department, but excluding all administrative other personnel employed in the City of Woodbury Fire Department and all other City employees. Titles shall be defined to include the plural as well as the singular and to include males and females. The use of the word employee throughout this agreement shall include all the titles listed in this Article.

B. Stewards. The Association must notify the City of the names of the steward. No more than one (1) steward and alternate are to be designated.

C. Inspector Certification

1. An Inspector Certification shall be a condition of employment and continued employment. All new appointees shall be hired as Fire Fighter/Inspectors. If in the case of need, as determined by the City in its discretion, an appointee is hired prior to obtaining an Inspector Certification; the appointee shall obtain such Certification at the earliest available opportunity. Failure to do so shall be cause for termination of employment. The City shall reimburse said employee for the cost of the Certification, but not for class attendance, preparation or study time. The employee shall pay for tuition and books.

ARTICLE III - GRIEVANCE PROCEDURE

A. 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 employment. 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 department.

B. With regard to employees, the term grievance is used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. With regards to the City, the term

grievance as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement.

C. With respect to employee's grievance, no grievance may proceed beyond step four herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this agreement, either expressly or by operation of law, shall not be processed beyond step four herein.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Grievance Procedure

STEP 1:

The aggrieved or the Association shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the designated head of the Department (hereinafter referred to as the "Fire Administrator") for the purpose of resolving the matter informally. Failure to act within five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP 2:

If no agreement can be reached orally within five (5) days of the initial discussion with the Fire Administrator, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Fire Administrator or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the proceeding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Fire Administrator or his designated representative will answer in writing within five (5) calendar days of receipt of the written grievance.

STEP 3:

If the association wishes to appeal the decision of the Fire Administrator, such appeal shall be in writing to the Mayor and Public Safety Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City shall respond in writing or schedule a hearing or both to resolve the grievance within ten (10) calendar days of the submission.

STEP 4:

If the grievance remains unresolved, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employee Relations Commission. The cost of the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the provisions of this agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him which are involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto. The Arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.

E. Upon prior notice to and authorization of the Fire Administrator the designated Association representatives shall be permitted as members of the grievance committee to confer with employees and City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Woodbury Fire Department or require the recall of off duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the

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

G. In the event the aggrieved elects to pursue remedies available through any other administrative agency or legal process, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Fire Committee on the grievance. In the event the grievant pursues his remedies through any administrative agency or legal process, the arbitration hearing, if any, shall be cancelled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE IV - NON-DISCRIMINATION

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

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, outside hours of work.

ARTICLE V - BULLETIN BOARD AND UNION ACTIVITY

A. The Association shall have the use of the bulletin board located in the Fire Department Headquarters or other station where members are assigned for a tour of duty for the use of notices relating to meetings, official business, activities and information of and about the Association.

ARTICLE VI - MANAGEMENT RIGHTS

A. The City of Woodbury hereby retains and reserves unto itself, with limitation as per the Association contract and agreement with the Association,

all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and 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 of procedure 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 rights of management to make maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees and subject to the provisions of law, to determine their qualification and conditions of continued employment, or assignment and to promote and transfer employees. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work shall be inefficient and non-productive.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. The City reserves the right with regard to all other conditions of employment not reserved to make changes as it deems for the efficient and effective operation of the department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the Association contract and to the extent that the specific and express terms thereof shall be in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state or local laws or regulations.

D. The City agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations governing wages, hours, working conditions or any other Article of this Agreement, without prior consultation with the Association and in accordance with this agreement and, as required by law..

ARTICLE VII - STRIKES

A. It is recognized that the need for continued and uninterrupted operation of The Department and delivery of services are of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the Association nor any person acting on its' 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, slowdown, sick-out, walkout or other illegal job action, in the City of Woodbury. The Association agrees that it will do everything in its power to insure compliance with the provisions of this Article. The Association and employees will not support anyone acting contrary to these provisions.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such 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 VIII - HOLIDAYS

A. Each full-time employee shall be entitled to 13 holidays in consideration of continuous annual employment. Holiday pay shall be paid at the straight time hourly rate of the employee and payment shall be made once yearly. On the first pay in November, members shall be paid for all 13 holidays. Payment shall be made by single check, not to be combined with any other pay.

B. In the event any other holiday or holidays are given to the City Employees as a group, then each full-time employee of the fire department shall receive

one (1) day's base salary for each of such additional holidays. This provision shall not apply where there is a change in the observance date of a holiday.

C. In case of death, an employee's pro-rata holiday entitlement, if any, shall be paid to his estate.

ARTICLE IX - VACATIONS

A. All full-time permanent employees of the City of Woodbury Fire Department shall be granted annual vacation with pay as follows:

First year - One day of vacation credit for each month of service from the date of employment up to and including December 31 next following the date of employment. Total vacation days shall not exceed 10 days in the first year.

After 1 year through completion of 5 years of service - 10 days per year.

After 5 years and through completion of 10 years of service - 15 days per year.

After 10 years and through of 15 years of service - 20 days per year.

After 15 years of service - 20 days per year plus 1 additional day per year for each year of service over 15 years, to a maximum of 25 vacation days per year.

B. An employee's preference for the period during which he/she desires to take his/her vacation shall be given consideration, consistent with the staffing and operational needs of the Department. It must be recognized that such vacation must be taken at such times as are consistent with the best interests of the City. Vacation shall be determined by seniority, rotation and the time of year that the vacation is to be taken. Vacation requests shall be submitted in the time and manner as directed by the Fire Administrator. The grant of vacation requests shall be subject to the approval of the Fire Administrator.

C. After an employee has qualified for his/her first vacation, all future vacations shall be governed by the calendar year. Vacation credit must be taken during the year in which it is earned. Vacation time is credited at the beginning of each year in the expectation of, and conditioned upon, continuous annual employment.

D. In the event of permanent separation from employment for any reason, except misconduct, the employee shall be entitled to payment of accrued, but

unused vacation leave. Such entitlement shall be computed on a pro-rata basis. Similarly, any portion of used, but unearned vacation shall be deducted from the separating employee's wages, or otherwise reimbursed to the City.

E. In case of death, an employee's pro-rata vacation entitlement, if any, shall be paid to his estate.

ARTICLE X - SICK LEAVE

A. Sick leave is hereby defined to mean absence of an employee because of personal illness or injury that makes it impossible for an employee to perform the duties of the position, exposure to contagious disease, or the attendance, by an employee, for a reasonable period of time, upon a seriously ill member of his/her immediate family, requiring the care or attendance of such an employee.

B. An employee absent from work for sick leave for two or more consecutive days, or after four singular sick days within a 12 month period, shall submit acceptable medical evidence substantiating the use of sick leave-upon request.

C. The City may also require an employee to submit acceptable medical evidence justifying the use of sick leave whenever such a requirement appears reasonable to the City. 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 continued use of sick leave or return to work.

D. In case of sick leave because of exposure to contagious disease, a certification from the City doctor shall be required at the City's expense.

E. An employee who has exhausted available sick leave may, with the City's approval, charge additional days of absence to vacation or personal days or compensatory time, if available.

F. Sick leave accrues at one half day per month of service for a total of six days per year. There is no compensation for unused sick leave.

G. Temporary, part time and/or seasonal employees are not eligible for paid sick leave.

H. Temporary Disability Leave:

Years of Service	Service less than	Weeks at full Salary	Weeks at Half Salary	Total weeks of Coverage
1	2	4	2	6
2	3	4	7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30		20	32	52

Employees shall be entitled to temporary disability leave in accordance with the policy set forth in the Personnel Policies and Procedures Manual for the City of Woodbury.

ARTICLE XI - FUNERAL LEAVE

A. In the event of the death in the employee's immediate family, the employee shall be entitled to a maximum period of 3 consecutive days without loss of pay to arrange and/or attend funeral activities.

B. Immediate family is defined as spouse, mother, father, foster parents, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. All immediate "step family" will also be included.

C. If additional time is necessary, it may be taken as vacation time or unpaid leave.

ARTICLE XII - INJURY LEAVE

A. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his duties, he may be entitled to full pay for a period of up to one (1) year. Injury leave under this provision is separate and apart from other sick leave provided in this Agreement. In the event an employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any workers compensation, disability or other payments received from other sources

provided by the City. At the City's option, the employee shall surrender other source payments and the City deliver his entire salary payments, or the City shall pay the difference.

B. 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.

C. It is understood that the employee must file an injury report with the City so that the appropriate Worker's Compensation notification can be filed in a timely manner. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate from 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. 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 certificate of fitness by a physician appointed by the City. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician provides a contrary documented medical opinion. The City and the employee shall then 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 certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XIII - CONDUCTING ASSOCIATION BUSINESS

A. During and for negotiation sessions, the Association representatives so authorized by the Association, not to exceed two, shall be excused from their normal duties for such periods of negotiation sessions as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that the need arises.

B. The City agrees to grant time without loss of regular straight time pay to representatives for the purpose of attending state conventions to the extent provided by statute.

C. Association representatives may arrange for exchange of tours pursuant to Article XVI for the purposes of facilitating attendance at monthly Association meetings.

ARTICLE XIV - LEAVES OF ABSENCE

A. Requests for leave of absence without pay shall be in writing and shall state specifically the reasons for the request, the date desired to being the leave, and the date of return. The City shall make a decision based upon the best interests and needs of the City, giving due consideration to the reasons given by the employee, and the requirements of any applicable state and federal laws. Leaves under this provision may not exceed 90 days for a non-medical purpose. The decision shall be at the discretion of the City and may not be appealed to arbitration.

B. Military Leave shall be granted pursuant to applicable State and Federal statutes.

ARTICLE XV - LIMITATIONS OF LEAVE

A. No leave of absence or combination of leaves of absences shall exceed one (1) year. An employee continuously absent from duty for a period of one year shall be automatically retired from the department on the first anniversary date from the date said absence began.

ARTICLE XVI - EXCHANGE OF TOURS

A. Employees shall be permitted to exchange a tour of duty with another member of the Fire Department of the same classification, subject to the advance approval of the Fire Administrator or his designee. At no time will the City incur any additional cost to those employees involved in the exchange of tours.

ARTICLE XVII - SALARIES

B. The salary schedule for employees shall be as follows:

	<u>2%</u> 2012	<u>2%</u> 2013
Fire Official	\$72,679.56	\$74,133.15
Fire Fighter Class 1	\$69,532.38	\$70,923.03
Fire Fighter Class 2	\$62,142.48	\$63,385.33
Fire Fighter Class 3	\$54,753.60	\$55,848.67
Fire Fighter Class 4	\$47,750.28	\$48,705.29

Fire Fighter Class 5	\$40,745.94	\$41,560.86
Fire Fighter Class 6	\$34,380.12	\$35,067.72

Employees shall progress through each step on their anniversary date of hire.

C. Current work schedule. Employees currently work a 5-day schedule of 172 hours 28-day cycle.

D. Authority to Change: The work week, shifts and hours of work may be varied by the City from time to time, upon 14 days advanced notice. Any shift change within the 14-day notice period to affected employees requires the payment of overtime.

ARTICLE XVIII - OVERTIME

A. Overtime shall be calculated based upon a 172 hour 28-day work cycle. Overtime shall be paid at the straight time rate for all "hours worked" in the 28 day work cycle in excess of 172, up to an including 180 hours. Overtime "hours worked" in excess of 180 hours in the 28 day work cycle will be compensated at 1.5 times the straight time rate. "Hours worked" include only actual time worked and do not include, for example, sick, vacation, personal or compensatory time. There will be no pyramiding of overtime nor will specific assignments (such as convention coverage) automatically entitle an employee to overtime.

B. If a bargaining unit member is recalled to duty for any reason while on vacation, he/she shall be entitled to receive overtime pay for all hours worked during said recall, in addition to another vacation day, calculated at 1-1/2 times the employee's regular hourly rate of pay regardless of the number of hours worked in any work period.

BY way of illustration, an employee who works 172 hours will not be paid any overtime; an employee who works 175 hours will be paid 3 hours of overtime at the straight time rate; and, an employee who works 185 hours will be paid 8 hours of overtime at the straight time rate and 5 hours at 1.5 times the straight rate.

C. Overtime shall be paid in accordance with normal payroll practices after the conclusion of the 28 day work cycle.

D. Employees recalled to active duty for fires or other assignments shall receive a two hour minimum and shall be further compensated on an hour for hour basis for all hours worked after the initial two hours. The City may maintain employees on duty for the entire two hour call back period. In the event the

assignment is cancelled after the employee reports for duty, the employee will receive 0.5 hours compensation.

E. The Fire Administrator shall attempt to distribute overtime on a fair and equitable basis.

F. Overtime shall be paid in 15 minute intervals with the City reserving its discretion to review and return to the prior practice of accounting and paying for overtime in 6 minute intervals.

G. The intent of this provision is that employees be compensated for the performance of duties integral to the mission of the Department, such as responding to calls and the like. Overtime may not be claimed for ancillary activities of a brief and sporadic nature such as answering phone calls and dropping keys off at the Department.

ARTICLE XIX - LONGEVITY

A. Deleted at this time

ARTICLE XX - JURY DUTY

A. Employees required to serve jury duty shall receive full pay from the employer for all time spent on jury duty, less any payment received for jury duty. The employee shall immediately notify his/her supervisor upon receipt of notice of jury duty. Employees excused from jury duty shall immediately contact their supervisor to advise of same and report to work for any remaining hours of their shift.

ARTICLE XXI - CLOTHING ALLOWANCE

A. The City will provide each full-time employee with a clothing and maintenance allowance in each year of this agreement. The rate shall remain the same for the balance of this contract. The allowance (prorated for less than full year employment) shall be paid on or around December 1 of each year by single check, not combined with any other pay.

	2012	2013
Clothing Maintenance	\$600	\$600

B. The City agrees to continue to provide firefighting turnout gear and station wear (shirts and trousers) as per NFPA 1976 Standard on Protective Ensemble for Proximity Firefighting, 2000 edition. Worn and/or damaged articles shall be

turned in to the department and replaced upon approval of the Fire Administrator or hi designee..

C. If any part of a full-time employee's uniform, watch or glasses is destroyed or damaged in the line of duty, it shall be the responsibility of the employer to replace same upon approval of the Fire Administrator, which approval shall not unreasonably be withheld. Repair or replacement of personal effects shall be limited to watches (up to \$50.00) and glasses (up to \$175.00). The employee shall be responsible for replacing the winter coat.

D. The City will provide an initial issue for all new employees comprised of 3 short sleeve shirts, 3 long sleeve shirts, 3 pants, 1 winter coat, 1 pair of shoes, 1 belt, 2 badges and any other items required by the Administrator.

E. No uniform allowance is paid during the first year of employment. The allowance for the second year shall be prorated to December 31. Thereafter all payments shall be on a calendar year basis. The month of employment will be the benchmark for pro rating of payments.

F. Station wear/uniforms shall meet NFPA 1975 Standard on Station/work Uniforms for Fire and Emergency Services, 1999 edition.

ARTICLE XXII - EDUCATIONAL ALLOWANCE

A. Tuition aid shall be provided to encourage employees to develop themselves through academic courses that may prepare them for advancement within the fire-department. As such, reimbursement shall be limited to prior approved courses and curriculum. In order to be eligible for reimbursement, a course description or outline must be submitted to the Administrator for review and approval. Whenever it deems advisable, the City may make payment-directly to the school.

B. Tuition and books, including promotional examination books, are the only costs eligible for reimbursement. Textbooks paid for pursuant to this provision shall be maintained in good condition and-turned in to the department at the end of the course. The cost of other materials required for the course will not be covered. Verification of submitted costs for tuition reimbursement must accompany the "Application for Tuition Refund".

C. The maximum amount available for reimbursement per employee under this program is \$1,000.00 annually. Employees leaving the City's employ shall reimburse the City for the cost of any educational reimbursement received within the prior 12 month period.

D. Employees who receive scholarship, federal funds, state funds or Veteran's Benefits for education purposes are only eligible for the reimbursement of those costs that are eligible for coverage under this program to the extent that they are not covered by those sources of revenue.

E. Employees shall follow established procedures to obtain authorization for, and reimbursement of, educational allowance funds. Requests to attend schools or training shall be processed in a timely manner.

F. The costs of maintaining EMT and inspector certifications during employment may be reimbursed under this Article.

ARTICLE XXIII - HOSPITALIZATION INSURANCE AND HEALTH CARE BENEFITS

Active full time employees shall participate in the City's health care insurance programs and under such terms and conditions as the same may be amended from time to time. .

Active full time employees and their dependents shall be covered under a base level plan for Health care offered by the City to its employees which currently consists of a PPO Medical plan and prescription coverage and dental coverage. The City will pay the premiums under the base level plan. An employee may choose the "Traditional" or other available plan and any additional costs associated with such choice shall be paid by the employee.

A premium co-payment for medical insurance may put into effect if instituted for other units and employees. Any such change shall be discussed with the FMBA prior to implementation.

Retirement Health Insurance Coverage

A. Upon retirement under the applicable program, the City agrees to provide and pay for a medical plan including prescription drug coverage under the City's insurance program for all retired employees, their spouses, and eligible dependents, where appropriate, provided the employee:

1. has been employed with the City of Woodbury on a full time basis for an aggregate period of time not less than 25 years. In calculating this time, the employee need not have served this time continuously. For employees hired prior to January 1, 2008 at least 20 of the 25 years of full time service shall have been with the City.

2. has become totally and permanently disabled while in the line of duty after completion of his/her one-year probation period with the city.
 3. has retired on a recognized disability pension after ten (10) years of service.
 4. does not have access to the same or substantially similar coverage through other sources.
- B. When a retired employee becomes eligible for Medicare or Medicaid, Medicare or Medicaid shall become the primary medical coverage and the City will become secondary. Medicare eligible participants must enroll in Medicare to maintain coverage in the program.
- C. Upon death of the retired employee, the employee's spouse and eligible dependants at the time of retirement shall be entitled to continued medical and prescription drug coverage until death or re-marriage of the spouse and provided further that the spouse (or dependant) does not have access to the same or substantially similar coverage through other sources.
- D. Employees retiring under this Agreement shall be subject to the same premium contribution obligation, if, any, hereafter implemented for employees retiring from the City of Woodbury

ARTICLE XXIV - PROBATIONARY PERIOD

A. New employees shall serve a probationary period for one (1) year. During said probationary period, they shall be paid as qualified first year employees. The probationary period may be extended by the Fire Administrator upon notice to the employee and to the Union. Failure of a newly appointed employee to successfully complete training within a twelve (12) week period will be reason for dismissal. The final decision concerning proficiency will be in the sole discretion of the Fire Administrator.

B. For the purpose of seniority and longevity, the original date of hire shall be used.

ARTICLE XXV - SAVINGS CLAUSE

Each and every provision of this Agreement shall be deemed separable from each and every other provision of this Agreement. Any clause determined to be in

violation of law shall be of no force or effect and unenforceable, and shall not impair the validity and enforceability of the remainder of the Agreement.

ARTICLE XXVI - FULLY BARGAINED AGREEMENT

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. During the term of this agreement, neither party will require negotiation with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXII - RESPONSIBILITIES OF PARTIES

A. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations. Adequate procedures having been provided for equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be, and that the unit, its officers, members, agents and/or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of, and/or interference with, normal work performance.

B. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fermenting or participating in a strike, slowdown, picketing demonstrations, or other such interference.

C. It is the responsibility of the City and the Fire Administrator to maintain said building in which Association members are assigned to a tour of duty in a reasonable fashion. It is further recognized that the employees are obligated to do their share to maintain the facility in a clean and habitable manner.

D. Employees may view their personnel file by submitting a written request to the employer. An appointment will be scheduled within 48 hours after receipt of the request. The inspection will be conducted during normal business hours as long as it does not interfere with the operations of the Department. Employees have the right to submit written response to any derogatory content appearing in their personnel file.

ARTICLE XXVIII - ALL INCLUSIVE CONTRACT; CITY PERSONNEL POLICIES

A. This Agreement, in its entirety, contains all the benefits employees are entitled to, notwithstanding any claimed past practices in existence prior to this

contract. Any benefits covered in the City's Employee manual shall be applicable to the department only if they have been specifically incorporated in this Agreement.

B. The parties acknowledge that employees are subject to the work rules and standards of conduct set forth in the City of Woodbury Personnel Policies and Procedures Manual, as the same may be amended from time to time. The terms of this Agreement will govern in case of a specific conflict between the Manual and this Agreement.

C. Current practices that have not been included in the contract shall be continued, unless the subject matter of the practice is covered in this Agreement.

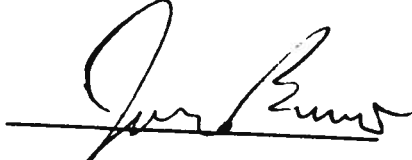
D. Retroactivity shall be limited to wages and longevity payments and any other benefits specifically noted to have retroactive application. Retroactive payments shall be made only to those on payroll as of the date of this Agreement is approved by the parties.

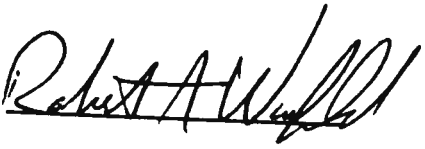
ARTICLE XXIX - DURATION OF AGREEMENT

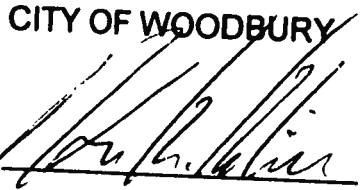
A. This Agreement shall extend through December 31, 2014. Either party wishing to terminate, amend or modify such agreement must notify the other party in writing or in compliance with the Rules and Regulations of the Public Employment Relations Commission, Chapter 85, P.L.1977, Title 19, and Chapter 16.

B. This Agreement shall remain in full force and effect during negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed upon a new agreement.

FIREMENS MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 62


Local President


Local Secretary

CITY OF WOODBURY

Mayor


Administrator

Attest
