

Agreement between the

Cinnaminson Board of Fire Commissioners

Fire District #1

Cinnaminson Township, New Jersey

&

I.A.F.F. Local 3091

Burlington County Professional Fire Fighters Association

AFL-CIO CLC

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Preamble

_____This agreement is entered into this _____ day of November, 1999, between the **Board of Fire Commissioners of Fire District #1**, Cinnaminson, in the county of Burlington, New Jersey, hereinafter called the "*Board*" or "*District*", and the **I.A.F.F. Local 3091**, AFL-CIO, hereinafter called the "*Union*" or the "*Local*".

Purpose

—————This Agreement is entered into with the Board of Fire Commissioners, District #1, Cinnaminson, to promote and ensure harmonious relations, cooperation, and understanding between the Board and its local 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 Fire District #1 and the Township of Cinnaminson, the Board of Fire Commissioners of District #1 and its employees.

Recognition

- A.** In accordance with the “Certification of Representation” of the Public Employee’s Relations Commission, dated December 28, 1987, under Docket #RO-88-112, the Board of Fire Commissioners recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned certification, and, more specifically, all full time employees of the Cinnaminson Fire District #1.

- B.** Unless otherwise indicated, the terms “ Firefighter”,—— “Firefighters”, “Fire Official”, “Official”, “Fire Inspector”, and “employee” or “employees”, when used in this agreement, refer to all persons, male or female, represented by the Union in the above defined negotiation unit.

Article 1

Non-Discrimination

- A.** The Board and the Union will adhere to all applicable federal and state laws relating to non-discrimination.

Local Rights and Responsibilities

- A.** Authorized representatives of the local, whose names shall be filed with the Board, or their designee, shall be permitted to visit any fire facility within Cinnaminson Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Board representative or his designee, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Local representative shall be granted such permission. The Local representative shall not unreasonably interfere with the normal conduct of the work within the fire facility.
- B.** Official delegates of the Local, pursuant to state law, will be granted administrative leave with pay in accordance with the provisions of N.J.A.C. ~~40A: 6-1-13~~ 14-177.
- C.** The President or, in his absence, any designated member of the Local shall have the right while on duty to investigate and process grievances.
- D.** Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Local upon written authorization to the Board by the employee. The Board shall maintain a file of written refusals by members to authorize the Board to forward such documents to the Local.
- E.** The Local will be responsible for acquainting its members with the provisions of this Agreement and shall be responsible insofar as possible for the adherence to the terms of this agreement by such members and the Local recognizes that the conditions set forth in this article shall be subject to the mission of the Board.
- F.** One (1) member of the Local shall be permitted to attend Local meetings involving Fire District #1 within the Township while on duty. Members shall remain available for immediate return to duty shall the need arise. Prior approval for said attendance shall be granted by the member's Liaison, but may be reasonably denied.

Management Rights and Responsibilities

- A.** The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and of the United States, including, but not limiting, the generality of the foregoing, the following rights:
1. To the executive management and administration control of the Board and its properties and facilities and the activities of its employees.
 2. To hire all employees and subject to the provisions of Civil Service law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees.
 3. To suspend, demote, discharge or take any disciplinary action for good and just cause according District rules and regulations, Civil Service and the statutes of the State of New Jersey.
- 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 Board, 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 hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

Article 4

Maintenance of Operations

- A.** It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Department and Agencies is of importance to the citizens of the community and that there should be no interference with such operations.
- B.** Neither the Local nor any persons acting on it's behalf will cause, nor will any of it's 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 employee's duties of employment), work stoppage, slowdown, sick-out, walk-out or other illegal job action against the Board.
- C.** The Local agrees that it will do everything in it's power to prevent it's members from participating in any strike, work stoppage, slowdown, or other activities aforementioned, or support any such action by any other employee or group of employees of the Board.
- D.** In the event of a strike, slowdown, work stoppage, sick-out, or any other activity aforementioned, it is agreed that participating in any such activity by an employee covered under this agreement shall entitle the Board to take legal and statutory remedies.
- E.** Nothing contained in this Agreement shall be construed to limit or restrict the Board in it's rights to seek and obtain judicial relief as it may be entitled to have in law and equity for justification or damages, or both, in the event of such breach by the Local or it's members.

Article 5

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 district 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 of their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

B. Definition

_____The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the Board's policies, procedures, contractual agreement, and administrative decisions affecting the terms and conditions of employment, and shall be raised by the individual, the Local on behalf of an individual or group of individuals, or the board in writing.

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 step is waived by mutual agreement.

Step one:

1. An aggrieved employee, or the Local on behalf of the aggrieved employee or employees, shall institute action under the provisions hereof within seven (7) working days of the occurrence giving rise to the grievance. An earnest effort shall be made to settle the grievance between the employee and the Department for the purpose of resolving the matter informally. Failure to act within said seven (7) working days shall be deemed to constitute abandonment of the grievance. If a resolution of the grievance has not been reached within three (3) days of informal discussion, the grievance may proceed to Step Two.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the grievant may, within Five (5) working days of the decision of the Department, file a written grievance with the Personnel Committee of the Board.

2. The Personnel Committee of the Board shall review the matter and make a determination within five (5) working days from the receipt of the written grievance.

Step Three:

1. In the event the grievance has not been resolved at Step Two, the Local may, within ten(10) working days of the Personnel Committee's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relation Commission (PERC).
2. The arbitrator shall be bound to the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.
3. The costs of the arbitrator shall be borne by the loser unless the Local elects to withdraw, in which case any fees of PERC shall be paid by the Local. Other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
4. The arbitrator shall set forth his/her 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.
5. No response at any time in this procedure by the Board or it's agents shall be deemed to be a negative response. Upon the termination of the applicable time limits the grievant may proceed to the next step.
6. Group grievances which shall be defined as those affecting "substantially" all of the members of the Local shall be filed by the Local, and the Local only at Step Two.
7. The Board reserves the right to file, in writing, a grievance on it's behalf with the Local which shall conduct a conference with the representatives of the Board within ten (10) working days of the filing of the grievance and which shall render a determination within ten (10) working days of the conference. In the event that the Board is unsatisfied with the determination of the Local, the Board may proceed to the final step of the grievance procedure.
8. Time limits may be extended, in any step of this grievance procedure, by the parties involved in the form of a written mutual agreement.

Article 6

Sick Leave

- A.** Employees shall be entitled to twelve (12) paid sick—leave days per year.
- B.** The maximum accumulated sick time during this contract will be sixty (60) days.
- C.** Newly hired employees shall not be entitled to paid sick leave during the first ninety (90) days of employment. Said employees shall be entitled to nine (9) paid sick leave days during the balance of their first year of employment.
- D.** When calling out sick, the employee must leave a message at the District Office by 0700hrs. member working the 14:30 to 23:00 shift shall call by 11:00 hrs. to advise of their absence from work. In the event that more than one day of sick leave is needed, the employee shall notify the District office during the scheduled work-day so that proper coverage can be made for the absence. This task is not to be completed by the employee off sick.
- E.** Any employee taking three (3) or more days of sick leave will be required to produce a doctor's note.
- F.** A sick leave bank will be available for the purpose of providing paid sick leave coverage for any employee who is absent for an extended period of time as a result of illness or injury. Employees may contribute, on a voluntary basis, accumulated paid sick leave days to the bank for the use by another bargaining unit employee who would otherwise be entitled to paid sick leave, but who has no more paid leave time available. The Board shall implement such transfer of accumulated sick leave days and make the appropriate payments.

Article 7

Jury Duty

- A.** Employees who are obligated to serve on jury duty will receive in salary, the difference between what the court system pays and the rest of their salary for a normal forty (40) hour work week. This amount will be paid for the duration of duty. Time spent to satisfy jury duty obligations will not be counted as vacation time.
- B.** An exemption from jury duty is not available to Firefighters. Employees are asked to take every measure possible to request an exemption because of the critical nature of their occupation.
- C.** Employees shall return to work if they are ~~releases~~ released from jury duty prior to the conclusion of their work day.

Article 8

Court Appearances

- A.** Any employee required to attend court due to circumstances that arise from their employment will receive overtime payment except that the Fire Official will not receive overtime payment and may be given comp time.

Article 9

Retirement

- A.** Employees shall retain all pension rights as Firefighters provided for by all applicable laws. The pension plan offered to the employees of the Board is the New Jersey Police and Firefighter's Retirement System (PFRS).
- B.** Employees intending to retire on other than disability pension shall accordingly notify the Board four (4) months in advance of the date of their retirement. Such notice provision shall not apply to any employee who retires because of condition(s) not known or reasonably foreseeable by the employee.
- C.** In the event of a employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave, or other compensatory time as provided in this agreement. Payments shall be made at the employee's rate of pay at the time of his death.

Article 10

Conventions and Trade Shows

- A.** Attendance at conventions and trade shows is not considered to be the normal function of the employees. However, employees shall be entitled to attend conventions as provided by the statute and/or regulation N.J.A.C. 40A:14-177.

Article 11

New Employees

- A.** New employees shall be subject to a working test period as provided for by applicable statutes and/or regulations governing civil service and employees in the fire service.
- B.** Each new employee will be subject to a six (6) month probationary period, during which time the Employer shall have the sole and exclusive right to discipline including but not limited to discharge, which right shall not be subject to challenge by the Union. All provisional or permanent employees will be otherwise covered by this agreement.

Article 12

Compensation

- A.** All employees of the Board shall have the same anniversary date for the purpose of annual wage increases as of the signing of this contract. The annual change over date will be March 1st.
- B.** The starting salary-wage for the entry level Firefighter will be \$ 27,000. If the entry level Firefighter has an EMT Certification then the starting salary-wage will be \$28,000.
- ~~**C.**~~ All employees shall receive the wages as set forth on Appendix A.
- ~~**D.**~~ All employees shall be paid on Fridays. However, the Board will release the paychecks on the preceding Thursday. If a holiday falls on a Friday, the checks shall be issued on the Wednesday of that week.
- E.** The Board will pay an incentive of \$1,000 per year to employees who complete and secure a U.C.C. fire sub-code license. Payment of this incentive shall be limited to two employees. Selection shall be made by submission and review of applications or resume if more than one (1) application is received.
- F.** New employees shall not get a raise until they have been employed for one hundred eighty days. The raise will be retroactive to the date in the contract that all other employees raises go into effect.

Article 13

Education and Education Incentive Program

- A.** The Board will pay all tuition and books of fire science and technical related courses of an accredited learning institution approved by the Board.
- B.** Any schooling required for the employees by virtue of their employment will be paid for by the Board. If the employees have to attend class after their regular hours, they shall be compensated according to Article 14 of this Contract.
- C.** The following is the reimbursement schedule:
 - 1. For passing grade - Full tuition paid.
 - 2. For a failing grade - No refund.

Article 14

Hours and Overtime

- A.** The regular day schedule will provide a basic work week of forty (40) hours. The schedule involves a regular shift of eight and one half (8 ½) hours. The shift will include two fifteen (15) minute breaks and one thirty (30) minute lunch period.
- B.** The hours will be from 0800 to 1630 and 14:30 to 23:00. The Board may change the hours of a shift if it meets and discusses the change with the Union. The Union will not unreasonably withhold its agreement. A change of starting time within one hour of 0800 is deemed reasonable if there are a minimum of 3 persons ~~per~~ ~~trucker~~ ~~on~~ ~~duty~~.
- C.** Any emergency calls during the scheduled lunch time of noon (1200hrs) to 1230hrs, employees with the exception of the Fire Official will be paid overtime as required in F.L.S.A. No Firefighter shall be reprimanded, disciplined or subject to any reprisals relating to his/her response time to a call during lunch unless there is proof of willful neglect of duty.
- D.** No employee shall respond to calls after scheduled work hours unless called by an official or the office, or unless it is a structure fire. Any fire fighter however must respond to a station. The employee shall be on the clock for payroll purposes ~~from~~ from the time the firefighter shows up at the station to the time he is released ~~from~~ from the fire scene.
- E.** Overtime for the second shift shall rotate based on qualified seniority

Article 15

Holidays

A. The following days shall be considered holidays:

- _____New Years day
- _____President's Day
- _____Good Friday
- _____Memorial Day
- _____Independence Day
- _____Labor Day
- _____Thanksgiving Day
- _____Day after Thanksgiving
- _____One Half Day - Christmas Eve (1300hrs.)
- _____Christmas Day
- _____Three (3) Personal Days

B. Holiday pay - In the event the Board decides it is essential to their mission to have an employee work on a holiday, the employee will be given another day off as compensatory time subject to the provisions of F.L.S.A., to be taken at the employee's discretion.

B. C. Any holiday that falls on a Saturday, the preceding Friday will be off, and any holiday that falls on a Sunday, the following Monday will be off. The employee must work the day before and the day after the holiday to receive holiday pay. The only exception is if the employee is on vacation, disability, sick or prior approved personal day.

D. The employee working the 14:30 to 23:00 shift will work the day shift on Christmas eve.

Article 16

Vacations

- A.** Each employee shall be entitled to an annual vacation leave in accordance with the following schedule:
1. One year of service, five (5) days leave.
 2. Two through Five years of service, ten (10) days leave.
 3. Six through ten years of service, fifteen (15) days of leave.
 4. Eleven years of service or more, each employee shall receive one additional day per year of service to a total maximum of twenty (20) days of leave.
- B.** The vacation year shall be January 1st to December 31st. Upon the signing of this agreement, employees' vacation entitlement shall be adjusted to conform to the new vacation year. No employees' vacation entitlement shall be reduced as a result of this adjustment.
- ~~B. C.~~ Vacation time must be taken. However, Extenuating circumstances will be considered by the Board.
- ~~C. D.~~ Any scheduled vacation for any employee, the said employee will be issued their check on the payday prior to the vacation.
- ~~D. E.~~ For two or more weeks vacation, one week must be taken as a unit. Three weeks vacation, ten days must be taken as a whole or two (2) five day segments.
- ~~E. F.~~ All vacation requests must be submitted in writing to the Administrator. In case of conflicting dates, seniority will prevail.
- ~~F. G.~~ The Fire Official and Sub-Code Official will receive one additional day vacation annually.

Article 17

Service Records

- A.** Employees covered by this agreement shall be entitled to inspect their service records upon request and by appointment.
- B.** All requests for inspection will be approved by a Commissioner or Administrator. The inspection will be conducted with a Commissioner or Administrator and the employee.

Article 18

Bereavement Leave

- A.** Any employee who has suffered a loss of a member of their immediate Family will be given (5) five days leave.
- B.** The definition of Immediate Family is as follows: Spouse, Child, Parent, Brother or Sister.
- C.** Any employee who has suffered a loss of a Mother-in-law, Father-in-law, or Grandparent will be given (3) three days leave.

Article 19

Travel Expenses

- A.** Employees shall be reimbursed at the rate established by the annual publication of rates by the Internal Revenue Service for all approved travel expenses while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties.

Article 20

Medical, Dental, and Disability Coverage

- A.** The Board shall provide the Amerihealth POS or comparable medical benefits plan. The employee's contribution for office visits shall ~~remain at \$5~~ not be greater than \$10 copay per visit and \$10 for prescription, unless Amerihealth POS fails to offer such a plan during the life of this agreement.
- B.** The Board shall provide the current Dental Program or comparable program.
- C.** Employees who are unable to work as a result of a work related injury or illness shall be entitled to a maximum of twelve (12) month's full salary. The Board shall pay the employee his/her regular salary less the workers' compensation disability payments received by the employee.

Article 21

Military Leave

- A.** The Employer and the Union agree to adhere to the provisions of State/Federal law in this respect.

Article 22

Statutory and Legal Rights

- A.** Nothing contained herein shall be construed to deny or restrict the District or the employees from the exercise of it's 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 23

Severability and Savings

- A.** If any provisions of this agreement or any other application of this agreement to any employee or group of employees is held to be invalid, void or unenforceable by operation of law or by an adoption of this agreement, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article 24

Superseding Clause

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

Article 25

Fully Bargained Provisions

- A.** This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise specifically provided for herein, whether or not the knowledge or contemplation of both parties at the time they negotiate and executed this Agreement.

Employee Training - In Service Days

- A.** Each employee, including the Fire Official, shall be provided with in-service days annually.
- B.** The employees shall receive proper training in the department procedures and operations.
- C.** These shall occur three (3) times annually.
- D.** The Board shall choose the subjects to be covered at these in-service days.
- E.** The Board shall appoint such instructors as deemed necessary for the in-service days.
- F.** All training shall be at the Boards expense.
- G.** Employees shall receive such advance notice of training/in-service which is reasonable and practical under the circumstances, with a minimum of one (1) week notice of such.
- H.** The employees shall have the right to attend department drills after normal working hours. Attendance for large scale or re-certification drills is required. However, there will be no repercussions directed towards those employees who are unable to attend due to scheduling conflicts. The Board shall pay employees for drill attendance according to Article 14 of this Contract.

Article 27

Uniform Replacement

- A.** The Board, upon hiring, will issue to all personnel, all uniforms and turnout gear according to the clothing allowance as set forth in appendix 'B'.
- B.** The Board will be responsible for all costs for changes and or alterations to uniforms and turnout gear as well as replacement of any uniforms or turnout gear damaged or contaminated in the line of duty.
- C.** Upon the signing of this Agreement, the parties will continue upkeep and maintenance of uniforms and turnout gear set forth in Appendix 'B' by utilizing a quartermaster system.

Article 28

Personal Locker

A. Each firefighter is to be issued a locker for his/her use. This locker will have a door on it and the employee shall provide his/her own lock. It is to be locked at all times for proper security.

Article 29

Promotions and Transfers

When the Board determines to create a promotional position, a notice will be posted with a copy provided to the Union, advising of the nature of the position and the qualifications required therefor. The employee will be given first consideration for the position or transfer,

Article 30

Agency Shop Clause

- A.** The Board agrees to deduct any agency shop fee from the earnings of those employees who elect not to become members of the Local, and transmit such fees to the Local promptly after such deduction is made.

- B.** The agency shop fee is an amount equal to the regular members dues, initiation fees and assessments of the Local, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments. The Local shall notify the Board, in writing, of the amount of the agency shop fee, and shall also provide the names of the bargaining unit members from whose earnings the agency shop fee must be deducted.

- C.** The Local shall establish and maintain a procedure whereby an employee can challenge the amount of the agency shop fee which procedure shall in no way involve the Board. The Local further agrees to indemnify and hold the Board harmless from any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the Board in reliance upon the agency shop fee information as such furnished by the Local to the Board.

- D.** The Board agrees to continue to deduct union dues from earnings of the employees who so elect such deductions in accordance with the law.

Article 31

Department Vehicles

- A.** No unauthorized personnel are to operate or be transported in the Fire District vehicles.
- B.** Department vehicles are not to be used for personal use at any time.
- C.** The Board agrees to maintain the vehicles in a safe manner and provide required maintenance.

Article 32

Duration, Term and Renewal

—————This agreement shall be effective March 1, 2000, and remain in full force and effect through February 28, 2003. It shall automatically be renewed from year to year there after, unless either party shall notify the other, in writing, one hundred twenty (120) calendar days prior to the termination date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later that ninety (90) 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 names and seals the date first set forth above.

Board of Fire Commissioners
Cinnaminson Fire District #1

I.A.F.F. & AFL-CIO
Local 3091

Chairman

President

Commissioner

Shop Steward

APPENDIX A

Wages* for Duration of Agreement

	<u>3.1.2000</u>	<u>3.1.2001</u>	<u>3.1.2002</u>
<u>Base*</u>	<u>\$28,000</u>	<u>\$28,000</u>	<u>\$28,000</u>
<u>Norman*</u>	<u>\$28,500</u>	<u>\$31,250</u>	<u>\$32,500</u>
<u>Hunter*</u>	<u>\$30,500</u>	<u>\$32,500</u>	<u>\$34,500</u>
<u>Reis*</u>	<u>\$30,500</u>	<u>\$32,500</u>	<u>\$34,500</u>
<u>Cimino*</u>	<u>\$36,000</u>	<u>\$38,000</u>	<u>\$40,000</u>
<u>Yearly**</u>	<u>\$39,500</u>	<u>\$42,500</u>	<u>\$44,500</u>

*—Wages are stated annually on this sheet; they shall be computed hourly by dividing the annualized figure by 2080. EMT stipend of \$1,000 is included in all wages on this sheet.

** Includes UCC payment of \$1,000 per year.

Appendix "A"

Wages as of March 1, 2000

Dan Norman _____ \$ _____

Ray Reese _____ \$ _____

Appendix "B"

Uniform Allowance

- (5) five pair of Nomex Uniform Pants
- (5) five Long Sleeve Nomex Uniform Shirts
- (5) five Short Sleeve Nomex Uniform Shirts
- (5) five Department Tee Shirts
- (2) Department Issue "Job Shirt"
- (1) Department Issue Jacket
- (1) Pair PEOSHA approved Work Boots or Shoes
- (1) Set of District Badges
- (1) Full Set of Approved Fire Fighting Turnout Gear with Required Accessories