

PREAMBLE

THIS AGREEMENT between the Board of Fire Commissioners of Fire District No. 1 Plumsted Township, Ocean County, hereinafter referred to as the “BOARD” and the P.F.A.N.J./I.A.F.F. Local 3874-A, hereinafter referred to as the “UNION” is designated to; maintain and promote a harmonious relationship between the Board of Fire Commissioners and its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 1 **RECOGNITION**

SECTION 1. The Board of Fire Commissioners of Fire District No. 1 Plumsted Township recognizes the P.F.A.N.J./I.A.F.F. Local 3874-A as the exclusive employee representative organization for the purposes of collective negotiations concerning terms and conditions of employment and the processing of grievances within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.1, et. Seq., for a bargaining unit consisting of full time Captain in Plumsted Township NJ now employed or hereafter.

SECTION 2. The use of any male pronoun is intended to be equally applicable to male and female employees, covered by this agreement. The use of singular shall include the plural.

SECTION 3. The inclusion of titles referenced above is for possible future consideration only. The District shall not be mandated to fill or create any position that it does not see fit.

ARTICLE 2 **NEGOTIATIONS PROCEDURE**

SECTION 1. The Board of Fire Commissioners and P.F.A.N.J./I.A.F.F. Local 3874-A shall 120 days prior to the expiration of this collective negotiating agreement, enter into negotiations for a successor agreement.

SECTION 2. Negotiations shall be conducted at times agreed upon by the parties. If negotiations are scheduled to occur during scheduled working hours, the Board shall grant leave without loss of pay for the member of the bargaining unit to participate in negotiations. Each party shall be free to choose its representatives for negotiations.

SECTION 3. No agreement shall be binding on the parties unless it is reduced to writing, executed by representatives of the parties, and duly ratified in accordance with each party’s established procedures.

No collective negotiations agreement between the parties shall be modified except by and agreement reduced to writing, executed by representatives of the parties, and duly ratified by both parties.

SECTION 4. At any time the Employer or the Employees wish to re-open the terms of the contract, they shall notify the other party in writing with the reason and requesting a meeting date to possibly negotiate and/or make changes. Any changes to the contract agreed to by both parties must be put in writing, signed and dated by both parties.

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The Board hereby retains and reserves unto itself, without limitation, 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 the United States, including, but not limited to, generally, the forgoing rights:

(A) 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 the sole charge of the quality and quantity of work required.

(B) To make 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 District provided that advance notice thereof is given to employees.

(C) To hire all employees, to promote, transfer, assign or retain employees in the positions with the District.

(D) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to law, and subject to the grievance procedure herein.

(E) To lay off employees in the event of lack of work or funds or other conditions where the continuation of such work would be inefficient and nonproductive, so long as such lack of work or funds is bona fide.

(F) Pursuant to the State of New Jersey and the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of the 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 law of New Jersey and the United States.

(G) The employer shall agree to abide by the rules and regulation of NJ State Ethics regarding employee confidentiality and personnel matters.

ARTICLE 4
SAVINGS CLAUSE

SECTION 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any persons or circumstances shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 2. If any such provisions are so invalid the Employer and Employees will meet for the purpose of negotiating changes made necessary by the applicable law. All current policies not covered in this Contract shall remain in full force.

ARTICLE 5
NATURE OF AND PLACE OF EMPLOYMENT

SECTION 1. The Employer does hereby employ, engage and hire the Employee as a Captain for Fire District No. 1 in the Township of Plumsted, County of Ocean, State of New Jersey, and said Employee does hereby accept and agree to such hiring, engagement and employment, subject to the supervision and pursuant to the orders, advice and direction of the Employer. The Employee shall be generally responsible for the duties and responsibilities of Captain as more specifically set forth by the Employer and shall perform such other duties as are customarily performed by one holding such a position in the same or similar businesses or enterprises as that engaged in by the Employer, and shall also render such other and unrelated services and duties as may be assigned to him from time to time by the Employer

ARTICLE 6
PERFORMANCE OF DUTIES TO REASONABLE SATISFACTION OF EMPLOYER

SECTION 1. The Employee agrees that he will, at all times, faithfully, industriously and to the best of his ability, experience and talent, perform all of the duties that may be required of and from him pursuant to the express and implicit terms here, to the reasonable satisfaction of the Employer. Such duties shall be rendered at the firehouse of the Employer and at such other place or places as the Employer shall, in good faith, require or as the interests, needs, business and opportunities of the Employer shall require or make advisable.

ARTICLE 7
DURATION OF EMPLOYMENT

SECTION 1. The term of this agreement shall be for the period commencing on January 1, 2007 and continue in full force and effect until December 31, 2010. This Agreement shall remain in effect under the same terms and conditions until a new Agreement is negotiated.

ARTICLE 8
PAYMENT AND REIMBURSEMENT

SECTION 1. The Employer shall pay to the Employee, and the Employee agrees to accept from the Employer in full payment for the services of the Employee hereunder, compensation pursuant to the salary schedule attached hereto as Schedule "A".

SECTION 2. It is agreed between the Employer and the Employee that said Employee may have to expend hours above and beyond the normal work hours of employment providing services to the Employer. The Employee shall receive appropriate compensation for such hours expended above and beyond the normal work hours while providing said services. In the alternative, the Employee may take compensatory time as more specifically set forth as follows:

(A) Compensatory time may be accrued to the maximum amount of 40 hours, which may be carried from year to year by said Employee.

(B) When compensatory time, at any one time, exceeds 40 hours, said Employee must utilize the excess compensatory time above the 9 hour limitation within a three month time period, or same shall be deemed waived by said Employee.

(C) Prior to utilizing any compensatory time as referenced herein, the Employee shall provide advance notice to his supervisor or to such other designated representative of the Employer pursuant to this contract or any directive previously provided to the Employee, and the taking of compensatory time by the Employee shall be subject to the approval of said supervisor or such other individual as referenced herein. The Employer, in its discretion, may deny the request of the Employee relative to the taking of compensatory time.

(D) The Employer may waive the time limitation placed on the taking of compensatory time as stated herein in its discretion.

(E) The Employer reserves the right to pay overtime to said Employee if same has been accrued or in lieu thereof; said Employer reserves the right to provide to said Employee compensatory time under the terms and conditions stated herein.

SECTION 3. Where it is necessary to maintain regular service which requires the Employee to work on an official holiday, said Employee shall be compensated by receiving time and a half for the hours he actually worked on such holiday. In the event that the official holiday is observed during the vacation of said Employee, he shall be entitled to an additional vacation day, and should an official holiday occur while the Employee is on sick leave, he shall not have that holiday utilized as sick leave.

ARTICLE 9
ANNUAL VACATION

SECTION 1. The Employee may take an annual vacation as defined hereinafter. However, the Employee shall notify the Employer at least 14 days prior to the exact dates wherein he intends to take his annual vacation, with same being waived at the sole discretion of the Employer, in order that the Employer may obtain sufficient manpower to cover and to perform the duties of the Employee during his absence. If this contract is renewed, the annual vacation will be earned as follows:

- (A) 1 year of employment: 5 workdays per year
- (B) 2 to 5 years of employment: 10 workdays per year
- (C) 5 to 20 years of employment: 15 workdays per year
- (D) 20 years and above of employment: 20 workdays per year

SECTION 2. Vacation days are earned on an annual basis and cannot be used before they are actually accrued. Accrual of no more than 5 workdays per year is permitted.

SECTION 3. If this contract is terminated during the year wherein annual vacation has been earned by the Employee, the Employee shall be paid for all unused and accrued vacation days.

SECTION 4. No two Employees will be able to take the same vacation period without prior written approval of the Board.

ARTICLE 10
SICK LEAVE

SECTION 1. Sick leave may be used when ill, injured or when in need of other medical examination or treatment such as medical, dental, optical, etc. It is the responsibility of the Employer or a designated member of the Employer to determine whether absences are properly chargeable to sick leave. Medical certificates as justification of the use of sick leave may be required in the sole discretion of the Employer.

SECTION 2. The Employee earns 10 sick days per year, regardless of length of service. Sick leave may be accrued and carried over from year to year and Employee must accrue 20 days before any days can be sold back at 50%.

SECTION 3. It is understood and agreed that in the event said Employee is injured in a work related accident and said injury is compensable under the Workers Compensation Law of the State of New Jersey, then and in such event, the Employee shall not be entitled to sick pay in addition to disability.

SECTION 4. It is further understood that, any language contained herein notwithstanding, if said Employee is absent from work on sick leave for more than 3 consecutive working days, said Employee shall submit to the Employer medical evidence substantiating said illness by way of a note from a licensed medical physician and further substantiating the ability to return to employment.

SECTION 5. It shall be agreed that the Employee shall notify the Employer prior to returning to employment after an absence of sick leave.

ARTICLE 11 **PERSONAL DAYS**

SECTION 1. The Employee shall be entitled to receive a total of 4 personal days with full pay. A minimum of 24 hours notice must be provided to the Employer by the Employee prior to taking a personal day, with the approval of the Employer secured relative to granting the use of said personal day.

ARTICLE 12 **HOLIDAYS**

SECTION 1. Legal holidays or the day celebrated as such shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and President's Day. When holiday falls on weekend an additional floating day which must be used within 30 day timeframe after holiday.

ARTICLE 13 **UNIFORMS AND EQUIPMENT**

SECTION 1. Uniforms and necessary equipment for employment shall be provided by the Employer within its discretion and will be worn as directed by the Employer during normal working hours. The quality, type, number, style, etc. will be in the sole discretion of the Employer and subject to the approval of the Employer. Cleaning of uniforms and any other personal equipment and/or clothing will be the responsibility of the Employee.

SECTION 2. If replacement of the aforementioned clothing which may be damaged, destroyed or found unserviceable during the term of employment is necessary, then same shall be replaced upon proof of the above by the Employee to the Employer. If negligence of the Employee in the use of said clothing or equipment is determined in the sole discretion of the Employer, then same shall be replaced by the Employee.

SECTION 3. The maximum clothing allowances shall be as follows per year subject to the terms and conditions of the preceding paragraphs:

- (A) 2007 - \$550.00
- (B) 2008 - \$600.00
- (C) 2009 - \$650.00
- (D) 2010 - \$700.00

ARTICLE 14
DEATH IN FAMILY

SECTION 1. The Employee may be granted leave with pay upon the death of a member of the immediate family, which is defined as spouse, mother, mother-in-law, father, father-in-law, children, sister, brother and grandparents. Such leave shall be granted from the date of death up to and including the date of burial, but in any event, shall be limited to a three-day time period.

ARTICLE 15
HOSPITAL, MEDICAL, DENTAL AND OPTICAL

SECTION 1. The Employee shall receive from the Employer, at no extra cost to the Employee, New Jersey Plus with prescription coverage which is part of the New Jersey State Health Benefit Plan. In the first year of employment only the Employee will be covered. For every year thereafter Employee dependents shall also receive coverage.

SECTION 2. The Employee shall be provided optical benefits to the extent that the cost of eye glasses and/or an eye examination during any year shall be paid by the Employer in an amount not to exceed \$150.00 every year and \$100.00 per year per child. Appropriate receipts shall be provided to the Employer for reimbursable costs incurred.

SECTION 3. Allowance of \$1500.00 per year for any dental services for Employee and immediate family defined as spouse and children. Appropriate receipts shall be provided to Employer for reimbursable costs incurred.

ARTICLE 16
PENSION

SECTION 1. The Employer shall, with contributions as heretofore, provide pension and retirement benefits to Employees covered by this contract under the Police and Fireman's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE 17
HOURS OF EMPLOYMENT

SECTION 1. The regular work schedule for said Employee covered by this agreement shall consist of five days per week, eleven hours per day, between the hours of 6 A.M. and 5 P.M., Mondays through Fridays, with a one-half hour lunch period, during which said Employee shall be on call for all fire emergencies. It is further agreed, however, and pursuant to the provisions of this agreement, that the Employer does retain the right to alter said work hours.

ARTICLE 18
CONDITIONS PRECEDENT AND CONDITIONS OF EMPLOYMENT

SECTION 1. The Employee, to properly serve in the position of Captain shall have a valid driver's license with proof of the same provided to the Employer prior to employment, which shall be a condition precedent to employment. This license must be maintained during the period of employment.

SECTION 2. It is further understood and agreed that the Employee, as a condition precedent to his initiation of employment and at such times thereafter as otherwise deemed necessary, upon directive by the Employer shall undertake a physical examination by a physician determined acceptable by the Employer and receive a written certificate from said physician that said Employee is otherwise determined physically capable of undertaking the duties and responsibilities as a Captain as set forth herein.

SECTION 3. The Employee may be required to attend various courses or schooling which is job related and approved by the Employer. If such courses or schooling occurs after hours there will not be any compensation to Employee unless mandated by Employer. Payment for said course or schooling shall be made by the Employer at the initiation of the course. If Employee fails the course, the Employer shall reimburse the cost of the course or schooling to the fire district.

SECTION 4. The Employee shall also maintain appropriate licenses and certifications as deemed appropriate and necessary by Employer.

ARTICLE 19
DUTIES AND RESPONSIBILITIES

SECTION 1. The duties and responsibilities of the Employee relative to the position of Captain shall be as defined by the Employer, and the Employee shall be provided a copy of said duties and responsibilities to which he shall adhere. Volunteer firematic activities shall be provided at the discretion of the Employer. (See attached description.)

ARTICLE 20
DEVOTION BY EMPLOYEE OF FULL TIME TO BUSINESS

SECTION 1. The Employee shall devote, for a minimum of 44/55 (depending upon applicable work schedule) hours per week, his time, attention, knowledge and skill solely and exclusively to the business and interest of the Employer.

ARTICLE 21
NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS

SECTION 1. Unless his job requires that he do so, the Employee further specifically agrees that he will not, at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information of any kind, nature or description concerning any matters affecting or relating to the business of the Employer, including without limiting the generality of foregoing, the names and amounts owed to the Employer by any of its customers or any other information of, about or concerning the business of the Employer, its manner of operation, its plans, processes or other data of any kind, nature or description, without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, the parties hereto stipulating that as between them the same are important, material and confidential and gravely affect the effective and successful conduct of the business of the Employer and its good will, and that any breach of the terms of this paragraph is a material breach thereof.

ARTICLE 22
COMMITMENTS BINDING ON EMPLOYER ONLY UPON WRITTEN CONSENT

SECTION 1. Anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that the Employee shall not have the right to make any contracts or commitment for or on behalf of the Employer without the written consent and express authorization of the employer.

ARTICLE 23
TERMINATION OF AGREEMENT

SECTION 1. The Employee expressly agrees that in the event he elects to terminate this agreement, he will provide the Employer with not less than 30 calendar days' written notice of said termination. This will enable the Employer to hire a replacement for the Employee and to provide some "over lap" in order to familiarize the replacement of the Employee with the job. The parties further stipulate and agree that in the event the Employee fails to give said 30 calendar days' notice, the Employer will be entitled to "damages" as a result of said failure. Liquidated damages are hereby stipulated to be a sum equal to two weeks of wages. The Employee hereby expressly agrees to a forfeiture of said two week salary as and for liquidated damages to compensate the Employer as the injured party for breach of contract.

SECTION 2. It is intended that the Employer will not discharge any Employee arbitrarily. An Employee may be laid off for economy, efficiency or other related reason. The Employee shall be demoted in lieu of layoff whenever possible.

ARTICLE 24
GRIEVANCE PROCEDURE

SECTION 1. If the Employee shall violate any of the terms of this agreement as determined in the sole discretion of the Employer, the Employer may undertake the following actions:

- (A) Verbal reprimand - documented and placed in file of Employee
- (B) Written reprimand placed in the file of the Employee
- (C) Suspension without pay
- (D) Termination

SECTION 2. The step used shall be dependent upon the severity of the offense as determined within the sole discretion of the Employer. The Employee shall be entitled to a seven day prior written notice of the hearing or such other notice as provided by New Jersey Law and a right to legal representation relative to same.

SECTION 3. The procedure for adjusting grievances shall provide the Employee with full opportunity of presentation of his grievance and for the participation of the P.F.A.N.J./I.A.F.F. representatives. Should a dispute arise between the Fire District, the P.F.A.N.J./I.A.F.F. and any member Employee as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by anyone of the parties within no more than fifteen (15) days from the time the dispute or difference arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived, in part or entirety, shall be as follows:

Step 1: The grievance shall initially be settled, if possible, internally, between the grievant and his immediate superior officer. If they fail to reach an agreement within five (5) working days, the grievant shall furnish a written statement of the grievance to the career Deputy Chief of the Department, and the career Deputy Chief is authorized to attempt settlement of the grievance at that level.

Step 2: If the matter of the grievance cannot be settled internally, then the record of the grievance should be submitted to the Board of Fire Commissioners or designee within five (5) working days.

Step 3: The Board of Fire Commissioners or designee is hereby authorized and empowered to hold a conference concerning the grievance within five (5) working days. The Board of Fire Commissioners shall answer the grievance within five (5) calendar days after said conference. In the event the Board of Fire Commissioners is unable to settle the grievance at Step 3, then the matter will be referred as hereinafter-set forth in Step 4.

Step 4: In the event the Board of Fire Commissioners and the P.F.A.N.J./I.A.F.F. and the grievant are unable to settle a dispute in Step 3 above, the P.F.A.N.J./I.A.F.F. may present such grievance in writing within twelve (12) working days thereafter to the New Jersey Public Employment Relations Commission for arbitration. The provisions of this agreement and the Constitution and laws of the State of New Jersey shall bind the arbitrator.

SECTION 4. 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 decision of the arbitrator shall be final and binding.

ARTICLE 25
CONTRACT TERMS TO BE EXCLUSIVE

SECTION 1. This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery hereof, except such representations as are specifically set forth, and each of the parties hereto acknowledge that he or it has relied upon his or its judgment in entering into same. The parties hereto further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with each other.

ARTICLE 26
WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

SECTION 1. It is further agreed that no waiver or modification of this agreement or of any covenants, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this agreement or the rights of obligation of any part hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

ARTICLE 27
UNION

SECTION 1. The Employer hereby recognizes the P.F.A.N.J./I.A.F.F. Local 3874-A as the sole and exclusive representative of the full-time Employees set forth herein for the purpose of collective bargaining. These activities shall include the presentation of grievances and proposals relating to the violations of this Agreement, and with the reference to all terms and conditions of employment.

SECTION 2. Any Employee or member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for their acts as such officials of the Union. There shall not be any discrimination against any Employee because of Union membership or activities.

ARTICLE 28
AGENCY SHOP

SECTION 1. Upon receiving the written voluntary authorization and assignment of an Employee covered by this Agreement the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the P.F.A.N.J./I.A.F.F. Local 3874-A during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit each pay period any and all amounts deducted with a list of such deductions to the Shop Steward of the P.F.A.N.J./I.A.F.F. Local 3874-A. It shall also hold the Employer harmless relative to any dispute concerning same.

SECTION 2. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the P.F.A.N.J./I.A.F.F. Local 3874-A shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

SECTION 3. The P.F.A.N.J./I.A.F.F. Local 3874-A will provide the necessary "check-off authorization" form to its new members and P.F.A.N.J./I.A.F.F. Local 3874-A will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The Employer will notify the Shop Steward of the P.F.A.N.J./I.A.F.F. of the hiring of all employees, their addresses, birth date, classification, rate of pay and social security number and of all removals of Employees from the Employer's payroll.

ARTICLE 29
CONTRACT GOVERNED BY LAWS OF NEW JERSEY

SECTION 1. The parties hereto agree that it is their intention and they hereby covenant that this agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under the pursuant to the laws of the State of New Jersey and that in any action,

special proceedings or other proceedings which may be brought arising out of, in connection with or by reason of this agreement, the Laws of the State of New Jersey shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

ARTICLE 30
SURVIVORSHIP OF BENEFITS

SECTION 1. This agreement shall be binding upon and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the within parties have caused these presents to be signed and sealed on the date first written above.

Attest:

THE COMMISSIONERS OF FIRE DISTRICT NO. 1
IN THE TOWNSHIP OF PLUMSTED
COUNTY OF OCEAN

Sarah Jo Mains
Secretary

By: _____
Gene Pullen
Chairman

Witness:

I.A.F.F. LOCAL 3874-A

SALARY SCHEDULE "A"

AS TO RICHARD BYRNE:

January 1, 2007 - December 31, 2007:	\$42,025.00
January 1, 2008 - December 31, 2008:	\$44,126.00
January 1, 2009 - December 31, 2009:	\$46,333.00
January 1, 2010 - December 31, 2010:	\$48,649.00

ADDENDUM TO EMPLOYMENT CONTRACT

This Addendum to Employment Contract is made on this _____ day of _____, 2008 by and between:

The Board of Fire Commissioners of Fire District No. 1
in the Township of Plumsted, County of Ocean, State of New Jersey
and
P.F.A.N.J./I.A.F.F. LOCAL 3874-A

WHEREAS, the Fire District and Local 3874 have previously entered into a Contract of Employment; and

WHEREAS, the Fire District and Locals 3874 and 3874-A have agreed upon the following amendments to said Contract of Employment.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Addendum shall be applicable to the position of Captain.
2. The job description relative to this position and the salary schedule are attached hereto and made a part hereof of this Addendum.
3. The remaining terms and conditions of the contract are applicable to the position of Captain.
4. All other terms and conditions of the original Contract of Employment shall remain in full force and effect.

IN WITNESS WHEREOF, the within parties have caused these presents to be signed and sealed on the date first written above.

Attest:

THE COMMISSIONERS OF FIRE DISTRICT NO. 1
IN THE TOWNSHIP OF PLUMSTED, COUNTY OF OCEAN

Marven Howell, Secretary

By: _____
Gene Pullen, Chairman

Witness:

I.A.F.F. LOCAL 3874-A

_____ By: _____