

**BOARD OF FIRE COMMISSIONERS  
DISTRICT #13  
TOWNSHIP OF CHERRY HILL**

**RESOLUTION #25-02-20-05**

Meeting Date: February 20, 2025  
First Reading: February 20, 2025

Adopted: **FEB 20 2025**

**RESOLUTION TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF AGREEMENT  
WITH IAFF LOCAL 3198 REGARDING A COLLECTIVE NEGOTIATIONS AGREEMENT  
WHICH SHALL SERVE AS THE SUCCESSOR AGREEMENT TO THAT AGREEMENT  
WHICH EXPIRED AS OF DECEMBER 31, 2023**

**WHEREAS**, the Board of Fire Commissioners, Fire District #13, Township of Cherry Hill, County of Camden, State of New Jersey, and I.A.F.F. Local No. 3198, in Cherry Hill Township have entered into negotiations for a Memorandum of Agreement regarding a Collective Negotiations Agreement which shall serve as the successor agreement to that agreement which expired as of December 31, 2023; and

**WHEREAS**, the Board of Fire Commissioners for Fire District #13 and the I.A.F.F. Local No. 3198 have concluded negotiations for a Memorandum of Agreement effective February 20, 2025; and

**WHEREAS**, the Board of Fire Commissioners for Fire District #13 and the I.A.F.F. Local 3198 desire to implement said agreement as quickly as possible;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Fire Commissioners, District #13, Township of Cherry Hill, County of Camden, State of New Jersey, hereby approves and is authorized to execute a Memorandum of Agreement with I.A.F.F. Local No. 3198 effective February 20, 2025, a copy of which is on file and made a part hereof, subject to review and approval of counsel.

*The following Resolution #25-02-20-05 was introduced by Commissioner Arroyo and it was seconded by Commissioner Doran. Motion carried.*

Arroyo  
Doran  
Kelly  
Lipsett  
Mulholland

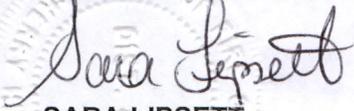
Arroyo  
Doran  
Kelly  
Lipsett  
Mulholland

RESOLUTION #25-02-20-05				
	AYE	NAY	ABSTAIN	ABSENT
ARROYO	X			
DORAN	X			
KELLY	X			
LIPSETT	X			
MULHOLLAND	X			

**Certification**

I, Sara Lipsett, Clerk of the Board of Fire Commissioner, Fire District #13, Township of Cherry Hill, County of Camden, State of New Jersey, hereby certify that the foregoing Resolution #25-02-20-05 was duly adopted by the Commissioners at the meeting held on February 20, 2025.

**RESPECTFULLY SUBMITTED,**



**SARA LIPSETT  
CLERK, B.O.F.C DIST #13**

:emr



# Cherry Hill Board of Fire Commissioners

Cherry Hill Fire District #13  
1100 Markkress Road  
Cherry Hill, New Jersey 08003  
Telephone: (856) 795-9805

## MEMORANDUM OF AGREEMENT

This Agreement, by and between the Board of Fire Commissioners Fire District #13 and IAFF 3198 represents the agreement of the parties regarding a Collective Negotiations Agreement ("CNA") which shall serve as the successor Agreement to that Agreement which expired as of December 31, 2023. Unless modified/amended as provided below, all terms of the CNA shall remain in full force and effect.

1. **Article 3, Local Rights and Responsibilities:** Section F – Delete "The local recognizes that the conditions set forth in this Article shall be subject to the mission of the Board"
2. **Article 6, Maintenance of Operations:** Section F Paragraph 3 – Adjust to "fourteen (14) calendar days"
3. **Article 7, Grievance Procedure:** Section C Step 4 Paragraph a – Change to "fourteen (14) calendar days"
4. **Article 41, Duration, Term and Renewal:** Term of Agreement shall be January 1, 2024, through and including December 31, 2028.
5. **Article 8, Compensation:** See Attachments A (Salary guides) and B (implementation of agreed-upon guides). Attachment A shall be included in the CNA. Attachment B shall not be included in the CNA but shall evidence the parties' intentions with respect to the implementation of compensation increases contemplated on Attachment A. Modify Paragraph A and replace June 2020 with June 2025 and replace January 2021 with January 2026; replace September 2020 with September 2025 and replace January 1, 2022 with January 2027.
  - a. **Section B** - Remove "at 1500 hrs"
6. **Article 9, Sick Leave Section C&D** – Remove Paragraph 2 of each section
7. **Article 9, Sick Leave Section E Paragraph 1** – Change "aforementioned" to "following"
8. **Article 9, Sick Leave Section F** Delete paragraphs 1 &3 and replace with new paragraph 1 as follows "Members may use sick leave in accordance with Department Policy" and renumber the paragraphs.
9. **Article 9, Sick Leave Section H** –
  - a. 1 Delete "Fire Surgeon"
  - b. 2 Replace "treating fire surgeon" with "treating physician"
10. Article 10, College Incentive Program –
  - a. Section A – Add Homeland Security, Emergency Management, Public Administration & Public Safety degrees
  - b. Section E – Delete second sentence
11. **Article 12, Hours and Overtime:**



a. Section 2: Revise line 13 as follows: The rate of pay for used at retirement and separation for purposes of paying out accumulated leave balance shall be computed at 2,904 hours for 53 hour employees and 2080 for 40 hour employees.

e. Section 11 Paragraph d - After the minimum staffing of four (4) officers on duty has been satisfied and an additional vacancy (Vacancy for the purposes of this Article is defined as a 24 hour Overtime opening to meet normal daily staffing needs) occurs and has been filled with an available sworn officer voluntarily, the next occurring officer vacancy shall be filled with a firefighter as an Acting Company Officer. The firefighter vacancy created by making this adjustment will be filled utilizing the firefighter overtime call back procedure. If no eligible firefighter voluntarily accepts the available overtime vacancy and mandatory overtime is needed to fill the vacancy, the overtime shift will be offered to the next available Fire Officer utilizing the overtime call back procedure. If no sworn officer voluntarily accepts the overtime, than mandatory firefighter overtime will be used to fill the vacancy.

f. After satisfying the minimum four (4) officer staffing requirement, the first additional officer vacancy being filled with a sworn fire officer, the second additional Officer vacancy being filled with an Acting Company Officer and back filled with an overtime firefighter (Front and Back 12 hours), additional vacancies will be filled as follows;

- If a third officer vacancy (24 hours) occurs after satisfying the outlined staffing in section f., the vacancy shifts (Front and Back 12 hours) will be equally split between the Fire Officer and Firefighter bargaining units as long as there is an available on-duty Acting Company Officer available to work the shift. The Fire Officer bargaining unit will have the first option to voluntarily select the desired work shift of either the front twelve (12) hours of the shift or the second twelve (12) hours of the shift. The remaining twelve hours of the overtime shift will be filled using the Acting Company Officer and back filled with the firefighter overtime call back.

- If splitting the overtime shifts cannot be filled voluntarily, the overtime shifts may be offered to the opposing bargaining unit to accept voluntarily. If either bargaining unit is unable to fill the shifts voluntarily, the bargaining unit the overtime is designated to will be responsible for the mandatory overtime.

g. Overtime caused by a non-scheduled event such as a sick-out, family emergency or member having to leave their shift for any other reason will be filled utilizing the bargaining unit call back they are a member of.

h. The Field Command Office will ensure that the Platoons are staffed within the intent of this Collective Bargaining Agreement. However, the mission of the Department is to staff the on-duty field force without delay to provide the appropriate resources and personnel for emergency services.

**12. Article 13 – Safety Clause: (IAFF 3198 Only) : Section C:** The Department will dispatch apparatus with staffing to structural fires and other emergencies consistent with Cherry Hill Fire District #13 fire service practices. Unit members will operate under department operating guidelines. Staff levels are the managerial prerogative of the Board of Fire Commissioners. The parties acknowledge that the goal of the Department is to staff the fire suppression companies with four (4) firefighting personnel.

**13. Article 16 – Separation, Death & Retirement**

a. (This will be inserted as the new section I and past section I will become section J Retiring members are eligible for a maximum payout of \$10,000 for unused sick time accrued through their career.



- b. Sick time payout is calculated per hour at regular hourly pay.
- c. Members with zero sick occurrences (Occurrence is defined as any use of sick leave during a shift, consecutive sick days same illness non-FMLA, single FMLA occurrence and “rolling” FMLA for same reason)) within the last 60 months of active duty are eligible for maximum payout
- d. For each sick occurrence in the last 60 months of active duty, the payout will be reduced by \$1,000.
- e. If the total reductions exceed the capped payout amount, no payout will be made.
- f. Members utilizing sick time in the last 60 months of active duty do not forfeit benefits agreed upon in Article 9 of this contract
- h. Delete Paragraph H sections 1 and 2

**14. Article 19 – Bereavement**

a. In the event of a death in the employee’s immediate family, leave with pay shall be granted from the day of the death up to and including the day after internment, not to exceed three (3) twenty-four (24) hour tours of duty, four (4) ten (10) hour tours of duty, or five (5) eight (8) hour tours of duty. The immediate family shall include parents, stepparents, parents-in-law, spouse, children, brothers, sisters, grandparents, brother-in-law, sister-in-law, step-siblings and other relatives residing in the employee’s home.

**15. Article 21 – Hospitalization and Medical Benefits,**

Section F –

Adjust last sentence to read “Retirees and their spouses are entitled to receive up to Five Hundred Dollars (\$500) in reimbursement. Reimbursement for all shall be for prescription eyewear only.

Section I –

Delete repetitive sentence referencing Optical Reimbursement.

**16. Article 23 – Granting Leave Requests**

Section A, 1. – Change ePro scheduling program to “Departments Staffing Program”

Section B – Change dates to 2024, 2025,2026,2027 and 2028

Delete Section E as no longer applicable

**17. Article 24 – Communicable/Infectious Disease**

Section C – Blank – Delete

**18. Article 32 - Dues and Agency Shop – Section F – Blank delete**

**19. Article 34 – Injury Leave** – Section A 1. Lines 8 and 9 should read “At the Boards option, the employee shall either surrender or deliver his entire salary payments or the difference to the Board.”

a. Section K – Blank – Delete

**20. Article 35 – Retroactive Pay** – Adjust date to January 1, 2024

**21. Article 38 – Acting out of Title** – Section A – Delete last sentence

**22. Article 42 – Duration Term & Renewal** – Section A

a. Change date to December 31, 2029 at 11:59 PM

**23. Article 40** – Drug and Alcohol Policy - The parties shall agree to continue negotiating the updated terms of the drug portion of the Drug and Alcohol Policy outside these collective negotiations.

a. Section D,1.- Delete

**24. Appendix A** – Insert new Salary Guide

**25. Appendix B** – Delete Glove Pouch from both lists

**26. Appendix D** – First Sentence shall read “All accumulated leave balances will remain in effect for each employee’s tenure”



IN WITNESS WHEREOF, the parties agree to set their hands and seals on the date or dates listed below:

CHERRY HILL FIRE DISTRICT #13

By: 

Date: 2/20/25

IAFF LOCAL 3198

By: 

Date: 2/20/25

