

AGREEMENT

BETWEEN

TOWN OF DOVER, MORRIS COUNTY

AND

FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION

DOVER LOCAL NO. 60

For the Period

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

PREAMBLE

THIS AGREEMENT made this _____ day of _____, 2022, to be effective January 1, 2023, by and between the TOWN OF DOVER, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" or "Town", and THE FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION DOVER LOCAL NO. 60, herein referred to as the "Association" (members of the Association are hereinafter referred to as "Employee", "Firefighter", "Lieutenant", "Captain", or "Fire Official").

WITNESSETH

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968 of the State of New Jersey, its amendments and supplements hereto, the Employer and Association have met and negotiated the terms and conditions of employment of the Employees for the calendar years 2023 through 2025; and

WHEREAS, both the Employer and the Association believe in the soundness of the principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an Agreement respecting the terms and conditions of employment; and

WHEREAS, it is in the mutual best interest of the Employer and the Association to promote and maintain a harmonious relationship in order that a more efficient and progressive public service may be rendered;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1 Association Business Leave

- 1.1 The Executive Delegate or President shall be granted time off from work to attend the regularly scheduled monthly meetings of the State Association.
- 1.2 The Town agrees to grant a leave of absence with pay to a maximum of three members who are duly authorized Representatives of the Association pursuant to 40A:14-177, for attendance at State conventions. One (1) month notice shall be given to the Fire Chief.
- 1.3 The members of the Association negotiating committee shall, after adequate notice to the Fire Chief, be granted time to attend negotiations and shall suffer no loss of pay for attendance at such meeting, when such meetings take place at a time during which such members are scheduled to be on duty, between the Town and the Association for the purpose of negotiation of the terms and conditions of an Agreement.

Section 2 Bulletin Board

- 2.1 The Town will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.
- 2.2 No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief. However, approval for posting shall not be unreasonably withheld.

ARTICLE IV - MAINTENANCE OF OPERATIONS

Section 1 The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown or walkout. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2 In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by an Employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination, subject, however, to the grievance procedure.

Section 3 The Association will actively discourage any of its members or persons acting on their behalf, from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent and terminate such illegal action.

Section 4 Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association, its members or any person acting on its behalf.

grievance, or the Chief cannot or does not respond to the grievance within ten (10) days, said Employee shall within ten (10) days of the occurrence of the Chiefs decision or date that the Chiefs decision was due, present the grievance in writing to the Town Administrator, whose decision on the grievance shall be rendered in writing within ten (10) days of the Step 2 grievance.

2.3 STEP 3

If no satisfactory resolution of the grievance is reached at Step 2, then within ten (10) days of the Town Administrator's decision, the grievant shall have the right to appeal the decision to the Mayor and Board of Aldermen via the Town Administrator. The Mayor and Board of Aldermen may request a meeting with the grievant to discuss said issue. In any event, the Mayor and Board of Aldermen shall render a decision in writing within thirty (30) days of the date of its submission to the Mayor and Board of Aldermen. Failure to respond within thirty (30) days shall be deemed an Agreement with the grievance.

2.4 STEP 4

- a) If no satisfactory resolution of the grievance is reached at Step 3, then within ten (10) days of the Mayor and Board of Aldermen's decision, the grievant shall take the complaint to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the Rules of the Commission. The decision of the arbitrator shall be final and binding upon all parties. The expense of such arbitration shall be borne equally by both parties.
- b) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by

- 3.2 The Association shall annually appoint, by January 1st of each year, a Grievance Committee and Chairman who may represent members of the Association in the grievance procedure. A list of the Grievance Committee members shall be presented to the Town Clerk within five (5) days of said change of appointments. Only persons on the list provided shall so serve as representative of the Association in any grievance procedure. There shall be a twenty (20) day grace period from the time a change is made and the time which a member might serve on the Committee. The Town shall deal with the Grievance Committee that is in office at the time the grievance was filed.

Section 4 Time Limitation

The time limits set forth herein shall be strictly adhered to, and the failure to process a grievance to the next Step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. Upon mutual consent of the all parties, the time limits in any step may be extended or contracted. Such consent shall not be unreasonably withheld.

Section 5 Procedure for Escalation of Grievance

The Employer at any time, at its option, can elect to waive any or all Steps of the grievance procedure and proceed directly to binding arbitration.

Section 5 Any Employee whose action may give rise to charges by the town or any agent or representative thereof, either administrative discipline or criminal charges, shall be advised prior to any hearing or meeting with any agent or agents of the Town or Department. The affected Employee shall be afforded all rights pursuant to the Supreme Court of the United States' decisions under Weingarten. No Statement shall be given without first advising the Employee of the matter or matters for which they are under investigation. The Employee shall have full access to counsel in any hearing or internal investigation scheduled by the Town.

ARTICLE VII - SALARY AND WAGE SCALE

Section 1 Salary and Steps shall be dictated below. Salary and Steps shall be established effective January 1, 2023.

	2023 3%	2024 3%	2025 3%
Academy	\$ 43,014.40	\$ 44,012.80	\$ 45,905.60
Step 2	\$ 51,001.60	\$ 51,001.60	\$ 51,916.80
Step 3	\$ 60,008.00	\$ 60,008.00	\$ 60,902.40
Step 4	\$ 69,014.40	\$ 69,014.40	\$ 69,908.80
Step 5	\$ 78,000.00	\$ 79,019.20	\$ 79,913.60
Step 6	\$ 87,006.40	\$ 88,004.80	\$ 89,918.40
Step 7	\$ 96,012.80	\$ 98,009.60	\$ 99,902.40
Step 8	\$ 105,019.20	\$ 107,016.00	\$ 109,907.20
Step 9	\$ 113,006.40	\$ 115,003.20	\$ 119,912.00
Step 10	\$ 121,014.40	\$ 125,008.00	\$ 129,916.80
Step 11	\$ 125,969.00	\$ 129,748.07	\$ 133,640.51
FP 40-hour	\$ 132,252.00	\$ 136,219.56	\$ 140,306.15
Lieutenant	\$ 140,687.00	\$ 147,439.98	\$ 154,811.98
Captain	\$ 146,505.20	\$ 152,951.43	\$ 159,834.24

Section 6 If a transfer from another career fire department is to be hired by the Town of Dover, the starting salary step of the firefighter cannot exceed their credited years of PFRS service. The Town reserves the right to hire any transfer firefighter at any step, up to and including Step 5. Should the Town desire a salary step above Step 5, the Town shall submit to Association approval for the desired salary. The Association reserves the right to approve or deny any request for salary steps above Step 5.

ARTICLE VIII - WORK WEEK AND OVERTIME

Section 1 Work Week Schedule

- 1.1 Firefighters - The normal work week for Employees who perform firefighting duties shall consist of forty-two (42) hours per week over an eight (8) week cycle.
- a) The work schedule for Firefighters will be a twenty-four (24) hour shift on duty, immediately followed by seventy-two (72) hours off duty, immediately followed by a twenty-hour (24) hour shift on duty, immediately followed by seventy-two (72) hours off duty, and so on (hereinafter referred to as "24/72").
 - b) The twenty-four (24) hour shift shall commence at 8:00 a.m. and conclude at 8:00 a.m. the following day.
 - c) There shall be four Tours of Duty: Tour 1 (T1), Tour 2 (T2), Tour 3 (T3), and Tour 4 (T4).
 - d) For the purposes of this Agreement, the 24-hour shift (0800- 0800) will be broken into two separate halves, 0800 - 1800 and 1800 - 0800.
- 1.2 Fire Prevention 40-Hour - Regular hours for the Fire Prevention 40-Hour Employee

8:30 a.m. and ending at 4:30 p.m.

- b) The Administrative Supervisor's days of work may be changed by written advanced notice and Agreement by the Fire Chief or Town Administrator.

- 1.5 No change in the schedule of any Employee covered by this Agreement shall be made unless such Employee is given at least fifteen (15) days' notice prior to the time that he is regularly scheduled to work, or fifteen (15) days' notice prior to the changes in reporting time, whichever is greater. In the event fifteen (15) days' notice is not given, such Employee shall be paid at time and one-half (1½) for all hours worked with less than fifteen (15) days' notice.

Section 2 Emergency Conditions

- 2.1 These arrangements are subject to change during emergency conditions.
- 2.2 Emergency modifications due to immediate personnel or incident needs can be implemented by the Officer in Charge in adherence to written and promulgated Directives.
- 2.3 A duly authorized person, such as the Fire Chief or Town Administrator can authorize short-term modifications of the schedule due to potential or realized emergency conditions.

Section 3 Overtime

- 3.1 In the event an Employee works overtime, time and one-half (1½) shall be paid or compensated for all hours worked in excess of the hours normally required for that shift. All scheduled overtime must be pre-approved by the Fire Lieutenant, Fire Captain, or Fire Chief.
- 3.2 In construing overtime, compensation shall be made at time and one-half (1½) on

been exhausted. In the absence of a scheduled supervisor, a first or second level supervisor shall have the first right of refusal to cover supervisory openings as exemplified in Article VIII Section 4.3 of this agreement or on a rotating seniority basis when officers are not assigned to one of the listed tours.

4.3 Procedure for filling overtime in option order:

	Option 1	Option 2	Option 3	Option 4
T1 vacancy:	Tour 3	Tour 4	Tour 2	Off-Duty Officer
T2 vacancy:	Tour 4	Tour 1	Tour 3	Off-Duty Officer
T3 vacancy:	Tour 1	Tour 2	Tour 4	Off-Duty Officer
T3 vacancy:	Tour 2	Tour 3	Tour 1	Off-Duty Officer

4.4 When a 24-hour vacancy exists, the Employee with the right of first refusal may opt to cover the full 24-hour shift or a portion of the shift, to include either the 10-hour day shift or the 14-hour night shift.

4.5 An Employee may be authorized to work continuously for a period not to exceed thirty eight (38) consecutive hours. After 38 hours of continuous work, an Employee may not be assigned working hours for a period of eight (8) hours immediately following the 38-hour shift.

Section 5 Exchange of Hours

5.1 Any Employee may upon request, with approval of the Fire Lieutenant, Fire Captain, or Fire Chief, be permitted to exchange hours of duty for any time, which they are able to secure another Employee to work in their place.

5.2 Such substitution shall not impose any additional costs to the Town.

5.3 Such substitute shall be qualified to perform the duties of the Employee he replaces.

5.4 Such leave shall not be unreasonably denied.

Policy. In lieu of an existing policy, the guidelines set for NJ State Incident Management Level 1 shall be used to determine qualification.

ARTICLE IX - RECALL TO DUTY

Section 1 Any action within the Town of Dover taken by a member of the Department on his time off, which would have been taken by the Employee on active duty if present or available, shall be considered proper Fire Department action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty, including compensation.

Section 2 During conditions and incidents as defined by Department Directives, Employees not working on their normal tour of duty may be recalled to duty by the Fire Lieutenant, Fire Captain, Fire Chief, or Officer in Charge. If recalled, they shall be paid at the rate of time and one-half (1½) their hourly rate for a minimum of 3 hours in accordance with Article VIII, Section 3.3.

Section 3 The Fire Official shall be subject to call out by the Incident Commander, Officer in Charge, or any other Town Official in adherence to applicable department directives.

ARTICLE X - LEAVE

Section 1 Personal Leave

- 1.1 All Employees covered by this Agreement shall earn forty-eight (48) hours of Personal Leave on an annual basis from the beginning of their employment.
- 1.2 Personal Leave shall be awarded to the Employee on January 1st of each calendar year.

the second year without seeking or receiving approval. After the first year, all Vacation Leave shall be taken during the current calendar year at such time as permitted by the Town.

3.5 The Town Administrator shall, upon written request of an Employee, allow the carryover of unused Vacation Leave, but not for more than one year.

3.6 Failure to utilize carried-over Vacation Leave within the one-year period shall result in the loss of such Vacation Leave.

3.7 This section shall not cause an Employee on disability to lose any Vacation Time.

3.8 Employees shall be entitled to Vacation Time as follows:

Years of Service	Hours Earned
<1	12 per month
1 thru 5	184
6 thru 9	192
10 thru 14	208
15 thru 20	248
21 thru 25	272
> 26	288

3.9 Years of Service for the purpose of calculating Vacation Time.

- a) If employment commenced between January 1st and June 30th, the first year of employment shall be included in determining the total number of years of service.
- b) If employment commences between July 1 and December 31, the first year of employment shall not be included in determining the total number of year of service.

3.10 During the final year of employment, an Employee's Vacation Leave shall be prorated from January 1st to the final day of employment. An Employee that has

the Employee's attendance upon a member of the Employee's immediate family. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

- 4.6 When an Employee covered by this Agreement retires from the Town of Dover with at least twenty-five (25) years of accredited service with the Town of Dover, then the percentage used to calculate the value of accrued Sick Time shall be seventy five percent (75%), to be used as time off or "Terminal Leave." An Employee who leaves employment with at least ten (10) years of accredited service shall be entitled to a cash payment of thirty-three and one-third percent (33.3%) of all said Employee's accrued sick time. Such amounts shall be paid at the Employee's then current hourly rate. Employees hired after 05/21/10 shall have a cap on payment pursuant to NJSA § 11A:6-19.2 of \$15,000 and shall not be eligible for terminal leave.

4.7

- a) An Employee working 24-hour shifts absent on Sick Leave for two (2) consecutive working days or more shall be required to submit acceptable medical evidence substantiating the illness. One working day shall be considered the Employee's normally scheduled shift.
- b) An Employee working 12-hour shifts absent on Sick Leave for more than two (2) consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. One working day shall be considered the Employee's normally scheduled shift.
- c) An Employee working 10-hour shifts or 8-hour shifts absent on Sick

Section 6 Sick Leave Incentive

- 6.1 Beginning January 1st, 2023, Employees are eligible to earn one (1) twenty-four hour shift off (hereinafter referred to as an Attendance Reward Day or ARD) for every 365 consecutive days during which the Employee does not use any Sick Leave. If Sick Leave is used by an Employee, a new 365 day period shall be measured from the first day the Employee returns to work.
- 6.2 Sick Leave used concurrently with Family Medical and Leave Act (FMLA) Leave shall not count against Employees for purposes of this Sick Leave Incentive.
- 6.3 An ARD that is awarded to an Employee shall be considered Vacation Leave issued in the year it was earned and shall be subject to carryover as is outlined in Article X Sections 3.4 and 3.5 of this Agreement.

Section 7 Bereavement Leave

- 7.1 Employees shall be allowed time off without loss of pay for five (5) successive calendar days following the date of death of an immediate family member, which is defined as a spouse, parent, or child.
- 7.2 Three (3) successive calendar days of bereavement leave shall be allowed for the death of a sibling, mother-in-law, father-in-law, or grandparent.
- 7.3 One (1) calendar day bereavement leave shall be allowed for the death of an aunt, uncle, brother-in-law, sister-in-law, or grandparent of a spouse.

Section 8. Ceremonial Activities

- 8.1 (Refer to Article III, Section 3).

Section 9 Military Leave

- 9.1 Military Leave shall be granted to all eligible Employees pursuant to State and

in Department safety policies and regulations, including Safety Equipment, Operational Procedures, and operation of equipment, which shall require review and approval of Town officials.

Section 2 Personal Protective Equipment - Structural Firefighting

- 2.1 All Personal Protective Equipment (PPE) under this Section shall conform to the applicable NFPA and PEOSHA standards.
- 2.2 The Employer shall ensure that Employees are issued one complete set of Structural Firefighting gear to ensure the Employee can function to the fullest capacity.
- 2.3 The Employer shall ensure that any contaminated or damaged PPE is sanitized or replaced expeditiously at the Employer's expense.
- 2.4 The Employer shall provide Employees wearing eyeglasses or contact lenses with SCBA Mask inserts at no cost to the Employee.

Section 3 Personal Protective Equipment - Station Wear

- 3.1 All Personal Protective Equipment (PPE) under this Section shall conform to the applicable NFPA and PEOSHA standards.
- 3.2 The Employer shall determine the appropriate Station Wear Standard.
- 3.3 Included in Station Wear shall be uniform pants, shorts, short and long sleeve button down shirts, short sleeve polo shirts, short and long sleeve T-shirts, job shirts, jackets, hats, and safety footwear.
- 3.4 The Employer shall provide a Station Wear allowance of \$1000.00 annually to each Employee covered by this Agreement. The payment shall be split into two, \$500.00 bi- annual payments in January and July of each calendar year.
- 3.5 The Employer shall be responsible for the costs of changes in Personal Protective

ARTICLE XIII - ACADEMY TIME

Section 1. Academy Time

- 1.1 Academy Time is a probationary appointment period for untrained new Employees.
- 1.2 Academy Time will commence on the Employee's appointment date and continue until the Employee successfully completes Academy training.
- 1.3 Employees assigned to Academy Time will adhere to the applicable Academy Schedule, Academy Policies and Procedures, and other duties assigned to them by the Fire Lieutenant, Fire Captain, or Fire Chief.
- 1.4 Academy Training shall include Firefighter 1, Firefighter 2, Emergency Medical Technician, and any other training deemed necessary by the Fire Lieutenant, Fire Captain, or Fire Chief.
- 1.5 New Employees shall accrue Leave pursuant to Article X, however such leave shall not be used until successful completion of Academy Training.
- 1.6 Should the Employer fail to provide the required new Employee training within six (6) months of the appointment of a new Employee, the Employee shall automatically be moved to the next step in accordance with Article VII.

ARTICLE XIV - EDUCATIONAL PROGRAM

Section 1 Educational Program Benefits

- 1.1 There is hereby established an educational program for Employees of the Fire Department, whereby the Town of Dover shall reimburse the cost of college tuition, technology fees, and books related to Employees' pursuit of an Associate's Degree, Bachelor's Degree or Master's Degree in subjects related to their employment.

and/or a copy of the diploma to the Fire Chief in accordance with Department policies and directives, the following sum shall be added to and incorporated into each Employee's pensionable base salary in recognition of the value of educational achievement, and shall be paid to the Employee in his/her first payroll check after submission, divisible by the requisite pay periods:

- Associate's Degree: \$1200
- Bachelor's Degree: \$2,500
- Master's Degree: \$3,000

ARTICLE XV - EXPENSES

Section 1 Traveling/ Meal Expenses

1.1 If at any time, an Employee shall be required to use his personal vehicle for fire department business or training, the Employer shall compensate said Employee the per mile rate established by the Internal Revenue Service, multiplied by the miles traveled by the Employee for said business or training, and also for any tolls and parking expenses.

1.2 Employees shall be entitled to reimbursement for any meals they are required to pay for with personal funds when outside of Morris County on fire department business or training, subject to the following limitations:

Breakfast: \$5.00

Lunch: \$5.00

Dinner: \$10.00

1.3 The Employee must submit an inter-office memorandum identifying the

1.2 Employees shall be permitted one hour per tour of duty for physical fitness while on duty.

1.3 Physical Fitness activities shall not interfere with daily assignments, training, or response to emergencies.

Section 2. Equipment and Safe Use

2.1 The Association and the Employer shall collaborate on guidelines for appropriate physical fitness equipment and space required for use and storage of said equipment.

2.2 The Association and the Employer shall collaborate on guidelines for the safe and appropriate use of physical fitness equipment.

ARTICLE XVIII - COMMUNICABLE DISEASES

Section 1. Documentation

1.1 The Employer shall maintain a separate file to be known as the "Communicable Disease File".

1.2 The "Communicable Disease File" shall record instances where Employees responded to emergencies in which contact with or close proximity to communicable diseases are present.

1.3 Documentation shall be completed at the conclusion of the emergency.

Section 2 Vaccinations

2.1 All Employees shall be entitled to receive vaccinations for any illness, sickness, or disease that could be contracted while in the performance of their duties.

following sixty (60) days of service.

- 1.3 The premiums for the above plan are paid for in full, less any required Employee contributions pursuant to Chapter 78, Public Law 2011 by the Town of Dover.
- 1.4 Upon retiring after twenty-five (25) years of service, the Town will continue to pay the premium for the Employee and their eligible dependents' health coverage. Any Employee hired after January 1, 2009 will be required to contribute up to 1.5% of their pension income towards Hospitalization, Medical-Surgical, Prescription Drug, and Dental coverage.
- 1.5 If an Employee retires after fifteen (15) years of service, he/she is eligible for the same coverage with the Employee paying the premium to the Town.
- 1.6 For the purpose of determining years of service for this ARTICLE only, it shall be deemed equivalent to the credited years of service of the Employee under the retirement system.

Section 2 Disability

- 2.1 In the event an Employee with at least ten (10) years of fire service becomes disabled and retires on a disability pension as is defined by the New Jersey Pension Law, said retired Employee shall be allowed to remain a member of the group insurance programs maintained by the Town of Dover at the sole cost and expense of the Town of Dover during the period of the former Employee's retirement.
- 2.2 Where a disabled retiree is re-employed and said other Employer maintains a program of medical insurance for its Employees, the Town of Dover shall not be obligated to maintain hospitalization during the period of such other employment only.

ARTICLE XXI - SEPARABILITY AND SAVINGS

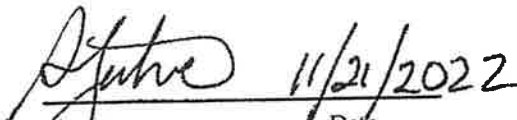
If any section, part, phrase, or provision of this Agreement, or the application thereof to any person, project, or circumstances, be adjudged invalid by any court of competent jurisdiction, or by legislative action, such judgment or action shall be confined in its operation to the section, part, phase, provision, or application directly involved in the controversy in which such judgment or action shall have been rendered, and shall not affect or impair the validity of the remainder of this Agreement, or the application thereof to other persons, project or circumstances.

ARTICLE XXII - TERM AND RENEWAL OF AGREEMENT

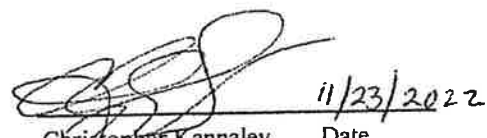
This Agreement shall have a term from January 1, 2023 through December 31, 2025. If the parties have not executed a successor Agreement by December 31, 2025, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

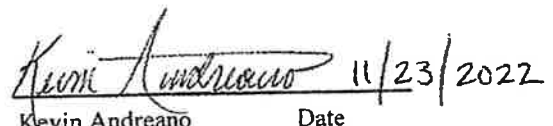
Town of Dover


Betty Lou DeCroce Date
Business Administrator


Attest Date
11/21/2022

Firefighter's Mutual Benevolent Association
Dover, Local 60


Christopher Kannaley Date
President 11/23/2022


Kevin Andreano Date
Secretary 11/23/2022