

AGREEMENT

BETWEEN

TOWN OF DOVER, MORRIS COUNTY

AND

FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION

DOVER LOCAL NO. 60

For the Period

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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THIS AGREEMENT, made this 24<sup>th</sup> day of January to be retroactive to January 1, 2015, 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", 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 2015 through 2017; 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 I—RECOGNITION AND AREA OF NEGOTIATIONS**

Section 1. In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated September 7, 1988, Docket No. RO-E-89-1, the Town of Dover, Morris County, New Jersey, recognizes the Association (Local No. 60 FMBA) as the exclusive bargaining representative for all full-time paid Firefighters and the Fire Official employed by the Town of Dover, excluding all other employees of the Town, including managerial executives, confidential employees, police, professional employees, craft employees and Supervisors within the meaning of the act.

## ARTICLE II—DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Town or by any of its agents against the FMBA or against any employee because of membership or activity in the FMBA. There shall be no discrimination or coercion by the FMBA or any of their agents against any employees covered by this Agreement because of membership or non-membership in the FMBA nor shall the Town discriminate in favor of, or assist any other labor or fire related organization, which affects the FMBA's rights as certified representative for the period during which the FMBA remains the certified representatives of the employees. Neither the Town nor the FMBA shall discriminate against any employees because of race, creed, color, age or national origin of birth.

## ARTICLE III—SICK LEAVE

Section 1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day eight (8) hour day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

Section 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 3. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Section 4. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of 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. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

Section 5. 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 benefit shall be seventy five (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 (33 1/3%) percent of all said firefighter's accrued sick time. Such amounts shall be paid at the firefighter's then current rate.

Section 6. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

Section 7. The employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

Section 8. The employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the employer, by a physician designated by the employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

**ARTICLE IV—SALARY AND WAGE SCALE**

Section 1. Salary and Steps shall be established retroactive to January 1, 2015 as follows:

a) For employees hired prior to January 1, 2012.

SCHEDULE A	2015	2016	2017
A1	\$38,637	\$39,409	\$40,197
A2	\$51,778	\$52,814	\$49,999
A3	\$58,600	\$59,772	\$60,000
A4	\$65,869	\$67,186	\$70,000
A5	\$69,896	\$71,293	\$82,500
A6	\$79,939	\$81,538	\$90,000
A7	\$91,280	\$93,105	\$100,274
A8	\$93,830	\$95,706	-
A9	\$96,380	\$98,307	-

b) For employees hired **after** January 1, 2012.

SCHEDULE B	2015	2016	2017
B1	\$37,142	\$37,885	\$38,643
B2	\$41,901	\$42,739	\$44,000
B3	\$46,659	\$47,592	\$51,000
B4	\$51,417	\$52,446	\$58,000
B5	\$56,177	\$57,300	\$65,034
B6	\$60,935	\$62,153	\$70,068
B7	\$65,693	\$67,007	\$75,103
B8	\$70,451	\$71,860	\$80,137
B9	\$75,210	\$76,714	\$85,171
B10	\$79,968	\$81,567	\$90,205
B11	\$84,727	\$86,422	\$95,240
B12	\$91,280	\$93,105	\$100,274
B13	\$93,830	\$95,706	-
B14	\$96,380	\$98,307	-

Section 2. Academy Rate and or Step 1 are a probationary appointment rates. Academy rate \$35,500 is only for untrained new hires and will last until the employee completes academy training. At that time employee will move to Step 1 and continue in that salary until their anniversary date. If an employee is trained, on their appointment date, they will start in Step 1 and continue 365 days at which time the employee will move to the next salary step.

Section 3. All employees shall move to the next salary step until Step 9 in Schedule A and until Step 14 in Schedule B is achieved. Employees will move to the next salary step on the first of the month of their appointment date.

Section 4. Incremental movement to the next higher step will be based on a satisfactory, written Performance Review prepared by the Uniformed Fire Captain, Fire Chief and/or Public Safety Director. If an employee receives an unsatisfactory Performance Review, Local 60 will have the right to challenge that decision through the grievance set forth herein.

Section 5. Any new employee hired during the term of the contract will start at the probationary step unless they are untrained. If they require training Firefighter 1 and or EMT-B (provided by the Town) they shall start at the academy rate and continue at that rate until training is complete and the employee has passed all exams and testing. At that time the employee shall move to step

1 for the remainder of first year of employee. First year of employment is defined as appointment date to one year anniversary.

Section 6. The fire official shall be paid according to Schedule A of the salary guide due to the added responsibility of administering the fire prevention bureau for the Town of Dover.

Section 7. At final year of this three year contract period the current 9 and 14 step salary guide will revert to a 7 and 12 step salary guide.

## **ARTICLE V—HOLIDAYS**

Section 1. The following fifteen (15) days shall be designated as paid holidays:

1. NEW YEARS DAY
2. MARTIN LUTHER KING, JR.'S BIRTHDAY
3. LINCOLN'S BIRTHDAY
4. WASHINGTON'S BIRTHDAY
5. GOOD FRIDAY
6. MEMORIAL DAY
7. INDEPENDENCE DAY
8. COLUMBUS DAY
9. LABOR DAY
10. GENERAL ELECTION DAY
11. VETERAN'S DAY
12. THANKSGIVING DAY
13. DAY AFTER THANKSGIVING
14. CHRISTMAS DAY
15. FLOATING HOLIDAY

Section 2. The above mentioned holidays may be taken by the employee with approval of the Uniformed Fire Captain, Fire Chief/ Public Safety Director or the Administrator.

Section 3. All employees shall only be eligible to take off twelve (12) days or 96 hours as holidays. There shall be no buy back of days/hours and the days/hours cannot be carried over year to year. Any unused holidays shall be lost at the end of the year.

Section 4. The holidays set forth in Section 1 above shall be observed on the day designated by the Town of Dover and not necessarily on the day that the holiday is traditionally observed.

Section 5. On any of the designated holidays when an employee is off on vacation, the employee will be charged with a holiday.

Section 6. An employee required to work on any of the official Town designated holidays shall be compensated at time and one half (1.5x) rate for all such work performed.

Section 7. In addition, the employees shall be entitled to a holiday whenever the Dover Town Hall is closed for any additional holiday to those listed above. This is not to include snow days or other emergency days. If other bargaining groups agree to switch holidays and celebrate them on another day, the official holiday will be the designated holiday for which additional compensation is calculated.

Section 8. The Fire Official shall observe the holidays as observed by the Town Hall employees.

### ARTICLE VI—VACATIONS

Section 1. Vacations are to be in effect from January 1<sup>st</sup> to December 31<sup>st</sup> and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the required number of years.

Section 2. Leaves of absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation under this section.

Section 3. Employees earn vacation time on a monthly basis from the beginning of their employment. Those hired prior to the 15th of a given month shall receive credit for that first month of work. Vacation time earned during the first year of work can be carried over to the second year. After the first year, all vacations shall be taken during the current calendar year at such time as permitted or directed by the Town. The Chief of the Fire Department may, upon the written request of an employee, allow the carryover of vacation time but not for more than one year. Failure to utilize carryover vacation time within the one-year period shall result in the loss of such vacation time. This section shall not cause an employee on disability to lose any vacation days.

Section 4. Employees shall be entitled to vacation as follows:

A day is eight (8) hours.

Years of Service	Days Allowable
<1	1/month
1 thru 5	14
6 thru 9	15
10 to 14	17
15 to 20	22
21 to 25	25
>26	27



For the purpose of this ARTICLE, the number of years of service for employees shall be computed as follows:

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

### **ARTICLE VII—COURT APPEARANCE**

Section 1. Whenever an employee shall be required to appear before any Grand Jury or at any Municipal, County, Superior or Supreme Court proceeding, including Civil Actions, where the appearance arises out of the employee's employment as a Town of Dover Fire Fighter and the employee appears as the result of a subpoena, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall receive overtime pay at a rate of 1 ½ the employee's current rate.

Section 2. Employees are entitled to jury duty leave when summoned to serve as a juror. Career firefighters are not exempt from jury duty pursuant to 2A:69-2.6.

### **ARTICLE VIII—TRAVELING EXPENSES**

Section 1. If at any time, an employee shall be required to use his personal vehicle for fire department business, the employer shall compensate said employee the pre mile rate established by the Internal Revenue Service multiplied by the miles traveled by the employee on Town business.

Section 2. In addition, an employee shall be entitled to reimbursement for any meals the employee is required to pay out of personal funds when out of town for fire department business, subject to the following limits:

Breakfast	\$3.30
Lunch	\$3.85
Dinner	\$9.90

This section pertains to all duties excepting transportation to and from headquarters and meals during normal working hours in the Town of Dover. The employee must present receipts and documentation for all expenses incurred to the Uniformed Fire Captain, Chief or Public Safety Director/Administrator.

Section 3. Employees will also be reimbursed to full amount for official breakfasts, luncheons and dinners which are authorized by the Uniformed Fire Captain, Chief, or Public Safety Director.

### **ARTICLE IX—FIRE SCHOOL/COLLEGE CLASSES**

Section 1. When any employee spends time in fire/first aid school expenses incurred for mileage, meals and necessary equipment shall be reimbursed with the approval of the Chief and the Town Administrator. With regard to meals, this section shall not apply when the employee commutes to class from Dover each day.

Section 2. An employee will be entitled to the following amounts for any necessary meals:

Breakfast	\$3.30
Lunch	\$3.85
Dinner	\$9.90

Section 3. There is hereby established an educational program for employees for the Fire Department of the Town of Dover. Upon successful completion (a "C" or better) of approved fire related courses that are directed at the attainment of a degree in Fire Science up to a Bachelor's Degree, each participating fireman shall be awarded Ten (\$10.00) Dollars per credit for each credit with a "C" or better grade point average, not to exceed One Thousand Two Hundred (\$1,200) Dollars annually. Proper certifications of completion and passage of said approved courses shall be filed with the Town clerk by February 1<sup>st</sup> of each year for all credits earned during the previous year. At that time, the Town Administrator shall take the necessary steps to determine the amounts earned during the previous year. Employees shall not be required to resubmit certifications submitted in previous years. This award is cumulative and shall be received by employees not later than July 1st of each year.

### **ARTICLE X—RESERVED**

## **ARTICLE XI—HOSPITALIZATION**

Section 1. Hospitalization, Medical-Surgical and a Prescription Drug Plan is available to all employees working twenty-five (25) hours or more per week. An employee becomes eligible for enrollment on the 1st day of the month following sixty (60) days of service. The premiums for the above plan are paid for in full less any required employee contributions pursuant to Chapter 78, Public Law 201 by the Town of Dover. Except as set forth below, when retiring and 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 not be eligible for employer-paid health benefits of any type after retirement. 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. 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. 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. Where a retiree is reemployed and said other employer maintains a program of medical insurance for its employees, and then the Town of Dover shall not be obligated to maintain hospitalization during the period of such other employment only. If the retiree is reemployed by a subsequent employer for a period of five (5) or more years, then any and all obligations of the Town of Dover to provide hospitalization to said retiree shall terminate.

Section 3. All of the terms, conditions or limitations of such plans or their successors are incorporated herein by reference and made a part of this agreement. The Employer shall have the right to change insurance carriers during the term of this Agreement so long as substantially similar benefits are provided. If the Association does not believe that the change is substantially similar, the entities have the right to discuss the possibilities of agreeing to conditions which would make the plan substantially similar. If the parties cannot agree on the issue of "substantially similar benefits", this issue shall be immediately submitted to arbitration under the provisions set forth in ARTICLE XIV of this Agreement.

## **ARTICLE XII—WORK WEEK AND OVERTIME**

Section 1. Regular hours of work for each firefighter covered by this Agreement shall be on average of forty-two (42) hours per week based on eight (8) week cycle of ten (10) hour days and fourteen (14) hour nights. Day tours are 8:00 AM to 6:00 PM and night tours are 6:00 PM to 8:00 AM the following morning. Regular hours for the fire official shall be based on forty (40)

hours per week and shall be ten (10) hour days. Normal days worked shall be Monday, Tuesday, Thursday and Friday starting at 8:00 AM and ending at 6:00 PM. The Fire Official's days of work may be changed by written advance notice and agreement by the Uniformed Fire Captain, Fire Chief, Public Safety Director, or Town Administrator.

Section 2. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person, such as the Uniformed Fire Captain, Fire Chief or Public Safety Director.

Section 3. Overtime:

- a) In the event an employee works overtime, time and one-half shall be paid or compensated for all hours worked in excess of the hours normally required for that shift. All pre-scheduled overtime must be approved by the Uniformed Fire Captain, Fire Chief or Public Safety Director. A copy of the approval shall be filed with the official attendance records of the Town.
- b) In construing overtime, compensation shall be made at time and one-half (1.5x) on the following basis:
  1. Up to the first sixteen (16) minutes of authorized overtime, no pay.
  2. Sixteen (16) through thirty (30) minutes, thirty (30) minutes of pay.
  3. Thirty-one (31) through forty-five (45) minutes, forty-five (45) minutes pay.
  4. Forty-six (46) through sixty (60) minutes, one (1) hour pay.
  5. Thereafter, overtime shall be paid in fifteen (15) minute segments.
- c) An employee recalled from off duty status for any purpose to duty shall be compensated at the time and one half (1.5x) rate.
- d) If the Fire Official is recalled from off duty status for any purpose to duty he shall be compensated at a rate of time and one half as pay or compensatory time. Compensatory time may be carried over year to year.

Section 4. When an employee covered by this agreement has been approved for time off and this shift has not been covered, said shift shall be offered to other members of the bargaining group at least five (5) days before the scheduled time off, provided at least five (5) days' notice has been given. Overtime will then be scheduled accordingly.

Section 5. Float firefighter's schedule shall be a negotiated and mutually agreed upon by all parties so long as a 42 hour average work week is achieved.

Section 6. Float schedule shall utilize a Pittman schedule as follows. Employees will work two-on, two-off; three-on, two-off; two-on, three-off. The scheduled hours will be 7:00 AM to

7:00 PM. This provides for two firefighters per shift every day utilizing a 12 hour work day. The right of first refusal for this shift shall be given to the senior firefighter.

### **ARTICLE XIII—DISABILITY—INJURED ON DUTY**

Section 1. The Employer will pay any employee disabled in the line of duty his full pay up to one (1) year. The determination of the term of disability shall be as found by a physician designated by the Employer. For the purpose of this provision, the Employer may, in its sole discretion, designate a physician retained by one of its insurance carriers to conduct the examination of the employee.

Section 2. While any employee is receiving temporary disability benefits and full pay from the Employer, he will reimburse the Employer in the amount of temporary disability benefits received.

Section 3. An employee will not be required to compensate the Employer for any permanent disability benefits received.

Section 4. When an employee is disabled in the line of duty, said disability shall not infringe upon the employee's sick leave.

### **ARTICLE XIV—GRIEVANCE PROCEDURE**

#### Section 1. Purpose

The purpose of the grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this agreement, and to resolve the grievance as soon as possible, so as to secure efficiency and promote employees' morale. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any superior officer. Said informal discussion will not be considered part of the formal part of a grievance application. For the purpose of this Agreement, the "grievance" means any complaint, difference of dispute between the employer and employee with respect to the interpretation, application or violation of any policies, this Agreement or administrative decisions affecting any employee covered by this Agreement.

#### Section 2. Procedure for Settlement of Grievance

##### STEP ONE

Any employee covered by this agreement disagreeing with decisions made by a superior, shall bring his complaint to the Chief of the Town of Dover Fire Department within ten (10) work days of the incident to be grieved. All steps of serving officers and officials shall be done via a

written hard copy delivered to the appropriate mailbox in the UFD office and via email to all parties using town based email.

## STEP TWO

In the event that any employee disagrees with the Chief's decision or the Chief cannot or does not respond within five (5) days, said employee shall within ten (10) days of grievance, present the grievance in writing to the Board of Engineers of the Fire Department (including the Chief). A decision on the grievance shall be rendered in writing within ten (10) days of the appeal to Board of Engineers.

## STEP THREE

a) If the employee wishes to appeal the decision of the Board of Engineers, the grievance shall be presented in writing to the Fire Committee of the Mayor and Board of Aldermen within ten (10) days of the Board of Engineers' decision. This presentation shall include copies of all previous correspondence relating to the matter in dispute and a letter from the Union indicating their support. The Fire Committee shall hold a hearing on the matter within fifteen (15) days of receipt of the written grievance, and will render their decision in writing within ten (10) days of the hearing on the grievance.

b) Alternately, if in the event that the grievance concerns the Fire Committee, the Town Administrator shall substitute as Hearing Officer as provided in the paragraph above.

## STEP FOUR

If no satisfactory resolution of the grievance is reached at STEP THREE then within ten (10) days of the Fire Committee's decision, the grievant shall have the right to take his complaint to the Board of Aldermen (which includes the Mayor). The Board of Aldermen may request a meeting with the grievant to discuss said issue. In any event, the Board of Aldermen shall render a decision within thirty (30) days of the date of its submission to the Town Administrator, who shall act as the agent for receipt of the grievance by the Board of Aldermen. Failure to respond within thirty (30) days shall be deemed denial of the grievance.

## STEP FIVE

a) If no satisfactory resolution of the grievance is reached at STEP FOUR, then within ten (10) days of the Board of Aldermen's decision, the grievant shall take his complaint to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the Rules of said Commission. The decision of the arbitrator shall be final and binding upon the 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 the Fire Committee on the grievance.

c) Employees covered by this Agreement shall have the right to process their own grievance without representation. If a counsel is selected the Town shall deal exclusively with that counsel. If the Association is to represent the employee, the Town shall deal with the pre-announced Grievance Committee and employee together or the Committee Chairman.

d) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as they incur.

e) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from or modify in any way the provisions of the Agreement.

f) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding upon the parties.

### Section 3. REPRESENTATION

a) If the grievance is processed by the Association, it may designate the Chairman to represent the employee. During the THIRD and FOURTH STEPS of Grievance Procedure, the Association may designate an Attorney to represent the employee. In this case, the Town shall deal exclusively with the Attorney.

b) The Association shall annually appoint by January 1<sup>st</sup> of each year, a Grievance Committee and Chairman who may represent members of the bargaining unit in the grievance procedure. A list of such Grievance Committee members shall be presented to the Town Clerk within five (5) days of said change in appointments. Only persons on the list provided shall so serve as representative of the Association in the 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 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 grievance has accepted the latest determination made. Upon mutual consent of the parties, the time limits in any step may be extended or contracted. Such consent shall not be unreasonably withheld.

## Section 5. ESCALATION OF GRIEVANCE PROCEDURES

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.

## **ARTICLE XV—CEREMONIAL ACTIVITIES**

Section 1. In the event that another firefighter in another department in the State of New Jersey is killed in the line of duty, the Town will permit off duty uniformed firefighters of the Town to participate in the funeral service for the said deceased member. Subject to the availability as determined by the Uniformed Fire Captain, Fire Chief, Public Safety Director or Administrator, in his absence, the Town will permit a Town fire vehicle to be utilized by the members in the funeral service. Employees participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief or Public Safety Director.

## **ARTICLE XVI—BULLETIN BOARD**

Section 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.

Section 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 XVII—NO STRIKE PLEDGE**

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in 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 in 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.

### **ARTICLE XVIII—BEREAVEMENT LEAVE**

Section 1. An employee shall be allowed time off without loss of pay for five (5) successive calendar days next following the date of a death in his immediate family, which is defined as spouse, parents, children. Three (3) days shall be allowed when death of a brother or sister, mother-in-law, father-in-law or grandparent occurs. One (1) day shall be granted when death of a brother-in-law, sister-in-law, and grandparent of a spouse, aunt, or uncle occurs. Said time off shall not be credited against nor deducted from accumulated sick leave.

### **ARTICLE XIX—RESERVED**

### **ARTICLE XX—MUTUAL SWAP**

Section 1. Any employee may, upon request and approval by the Chief of the Fire Department or the Uniformed Fire Captain, be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

1. Such substitution does not impose any additional costs to the Town.
2. Such substitute shall be qualified to perform the duties of the employee he replaces. Such leave shall not be unreasonably denied.
3. Such substitution will adhere to the Mutual Swap form and shall be submitted to the uniformed fire captain, chief and or Public Safety Director for time and attendance record keeping.

### **ARTICLE XXI—LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Leave of absence without pay may be requested by any employee who shall submit, in writing, all facts bearing on the request to the Fire Chief, who shall append his recommendation and forward the request to the Mayor and Board of Aldermen for consideration. Each case will be considered on a case by case basis. Consideration shall be given to the employee's reasons for such request. The overriding consideration shall be the manpower requirements of the municipality, the cost to the municipality and availability of a qualified replacement for such period. Leaves of absence without pay may be granted by the Mayor and Board of Aldermen for a period of not exceeding three (3) months. There may be one renewal period of three (3) months for such request which shall be the same process as if it were an original request. The municipality shall act in its sole discretion and the decision is final.

## **ARTICLE XXII—ASSOCIATION BUSINESS LEAVE**

Section 1. The Executive Delegate shall be granted time off from work to attend the regularly scheduled monthly meetings of the State Association.

Section 2. The Town agrees to grant a leave of absence with pay to every member who is a duly authorized Representative of the Association pursuant to 40A: 14-177, for attendance at State conventions. One (1) month notice shall be given to the Chief of the Department. A certificate of attendance at the State Convention shall be submitted to the Fire Chief in order to receive leave with pay.

Section 3. The members of the Association negotiating committee, not to exceed one (1) in number, shall after adequate notice to the Chief of the Fire Department, be granted time to attend the meeting 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.

## **ARTICLE XXIII—EMPLOYEE'S RIGHTS**

Section 1. The Town hereby acknowledges that the employees subject to this Agreement as public employees of the Town have certain rights under the laws of New Jersey to form, join and assist any employee organization or to refrain from any such activity, and both the Town and the Association agree that employees under this Agreement shall be free to exercise any of these rights without fear of penalty or reprisal.

Section 2. Any employee shall have the right to obtain specific information from his personnel file on reasonable notice and at reasonable times.

Section 3. When derogatory material is placed in an employee's personnel file, the Town agrees to notify the employee in writing, and the employee shall have the right to respond to such material, in writing, and that writing shall be placed in his personnel file. Specifically excluded here from are references for employment submitted to the Town.

## **ARTICLE XXIV—TRAINING TIME**

Section 1. All employees are required to take training as determined by the Fire Chief. Employees may be recalled to duty for required training.

Section 2. All employees shall be paid time and one-half of their hourly rates of pay for each full hour of required training taken beyond their normal tours of duty. Payment for this required training time shall be made in lieu of overtime pay and not in addition thereto. Training time pay shall be provided in one-half hour increments and shall be calculated and paid, either in cash or compensatory time, as in the case of overtime pay as specified by Article IV, Overtime. Required training taken by employees during their normal tours of duty shall not be subject to training time (extra) compensation. EMT and Paramedic recertification is to be included within this section.

Section 3. Volunteer monthly drills and activities are included in this provision of this Article provided they are firematic or rescue related in nature.

Section 4. All employees that have their EMT or Paramedic Certification shall be entitled to time off without loss of pay to attend seminars or training that is required for recertification.

Section 5. Any Employee may upon request and approval by the Chief of the Fire Department, be granted time off with pay for training. Such leave shall not be unreasonably denied.

## **ARTICLE XXV—SAFETY**

Section 1. To help insure against injury on the job, the FMBA may submit proposed changes in safety regulations, including operation of equipment which shall be reviewed with representation of the Town.

## **ARTICLE XXVI—RECALL TO DUTY**

Since all firefighters are subject to recall by the Chief, the parties agree to the following:

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.

Section 2. Relative to pension, both parties of this agreement recognize that all decisions pertaining to pension are the decision of the Police & Fire Pension Board.

Section 3. During 2nd alarms and RIC calls, all employees not working on their normal tour of duty may be recalled to duty by the Uniformed Fire Captain, Chief Officer in charge or the

Public Safety Director. If recalled they shall be paid at the rate of time and one half (1.5x) their hourly rate.

Section 4. The Fire Official shall be subject to call out by the Incident Commander on any call for service handled by the Fire Department, Emergency Squad or any other Official of the Town of Dover requiring such services.

#### **ARTICLE XXVII—SEPARABILITY AND SAVINGS**

Section 1. 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 of the application thereof to other persons, project or circumstances.

#### **ARTICLE XXVIII—TERM AND RENEWAL OF AGREEMENT**

Section 1. This Agreement shall have a term from January 1, 2015 through December 31, 2017. If the parties have not executed a successor Agreement by December 31, 2017, then this agreement shall continue in full force and effective until a successor agreement is executed.

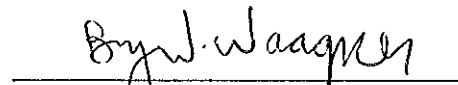
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TOWN OF DOVER, COUNTY OF MORRIS, NJ

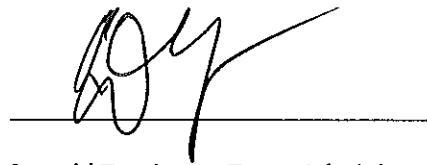


James P. Dodd, Mayor

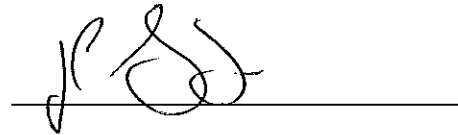
FIREFIGHTER'S MUTUAL BENEVOLENT  
ASSOCIATION, DOVER LOCAL NO. 60



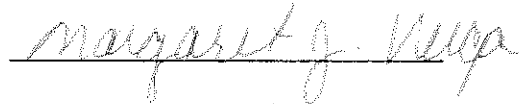
Bryan W. Waagner, President



Donald Travisano, Town Administrator



Jon P. Sperry Jr., Executive Delegate



Marge Verga, Town Clerk

