

AGREEMENT

BETWEEN

THE TOWN OF DOVER

and

**THE POLICEMEN'S BENEVOLENT ASSOCIATION
DOVER NO. 107**

January 1, 2023 through December 31, 2025

Law Office of David Beckett
5 Mapleton Road
Princeton, New Jersey 08540

Attorneys for The Policemen's Benevolent
Association Dover Local No. 107

DB
SB

PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 20____, to be effective as of 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", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, DOVER LOCAL NO. 107, hereinafter referred to as the "Association."

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 police officers for the years 2023 through 2025; and

WHEREAS, both 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:

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ARTICLE 2 - COVERAGE

Section 1. It is intended that this Agreement shall cover matters pertaining to employment, wages, hours, and working conditions concerning the employees covered by this Agreement within the Town of Dover Police Department.

Section 2. Any reference to the Chief of Police in this Agreement may alternatively mean, when applicable, the Officer in Charge of the entire Dover Police Department.

ARTICLE 4 - 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 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. Part time permanent employees shall be entitled to sick leave as established by regulation.

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 seriously ill member of the employee's immediate family requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee for days taken in excess of days provided under Section 8 of this Article. A certificate of a reputable physician in attendance may be required as sufficient proof of need of sick leave of the employee or the need of the employee's attendance upon a member of the employee's immediate family in cases where sick leave taken exceeds three (3) consecutive working days or where there is a reasonable basis to question the need for such sick leave. In case of sick leave due to contagious diseases, a certificate from the Department of Health may be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

Section 4. (a) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment except as set forth below. Upon termination, the appointing

accrued sick leave at the termination of his previous employment.

Section 6. The Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable as defined in Section 3 above. Abuse of sick leave shall be cause for disciplinary action.

Section 7. 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.

Section 8. An employee shall be allowed time off without loss of pay for five (5) successive calendar days for a death in his immediate family, which is defined as spouse, parents, children, step-parents, mother-in-law, or father-in-law. The days off shall include the day of the funeral and may include days before and after the funeral. Three (3) days shall be allowed when the death of a brother or sister, or grandparents occurs. One (1) day shall be granted to an officer when the death of a brother-in-law, sister-in-law, aunts, uncles or grandparents of a spouse occurs. Said time off shall not be credited against nor deducted from accumulated sick leave.

Section 9. Any officer who has utilized less than 5 sick days in the previous calendar year may transfer 40 hours of sick time to a leave bank to be utilized as wellness time in the subsequent calendar year, or thereafter, if agreed. Such banked time may be used only when operationally feasible, as determined by the Chief of Police or designee and agreed to by the officer.

ARTICLE 6 – SALARY AND WAGE SCALE

Section 1: All police officers shall be paid pursuant to the attached Schedule A.

Section 2: Step increases and movement shall continue to be automatic on an annual basis.

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personal business, household or family matters. Such days shall not be accumulated or carried over to the following calendar year. Requests to use personal time shall not be unreasonably denied.

Section 5. Any police officer who has completed a Field Training Officer course shall receive an additional twenty-four (24) hours of time off annually. The parties understand and agree this is an assignment made at the discretion of the Chief Law Enforcement Officer or his designee and that there are no commitments as to the number of FTO's to be assigned, or as to which officers will be assigned.

Section 6. Employees shall be entitled to benefits under the State and Federal Family and Medical Leave Act laws and further shall be entitled to Paid family leave consistent with the New Jersey Paid Family Leave law. The amount paid under such paid family leave law shall be supplemented by the Town of Dover such that each employee receives full pay for up to the six weeks of approved paid family leave.

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Commencing with 20 th year through Completion of 24 th year	25 working days (or 200 hours)
Commencing with 25 th year and Thereafter	27 working days (or 216 hours)

For the purposes of this Article, the number of years of service for police officers shall be computed as follows:

(a) If employment commenced between January 1 and June 30th, the first year of employment shall be included in determining the total number of years of service.

(b) If employment commenced between July 1st and December 31st, the first year of employment shall not be included in determining the total number of years of service.

Section 6. A senior police officer shall not be denied time off provided that the minimum manning is satisfied without requiring the payment of overtime.

Section 7: Scheduling Time Off- Vacation

The full year's work schedule must be released by January 30th of the present year. All time off requested before March 1 of each year will be approved on the basis of seniority. Starting March 1st of the year all-time off shall be approved on a first come first serve basis.

ARTICLE 10 - TRAVELING EXPENSES

Section 1. If at any time, a police officer shall be required to use his personal vehicle for police business, the Employer shall compensate said officer at the IRS mileage rate per mile.

In addition, a police officer shall be entitled to reimbursement for any meal the officer is required to pay out of personal funds when out of town for police business.

This section pertains to all duties excepting transportation to and from police 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 Chief of Police.

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

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

Section 3. Employee will also be reimbursed the full amount for official breakfasts, luncheons and dinners which are authorized by the Chief of Police or in his absence, his designee.

appropriate documentation showing the cost of such book or electronic book.

Proper certifications of completion and passage of said approved courses shall be filed with the Chief of Police or designee by February 1 of each year for all credits earned during the previous year. At that time, the Chief of Police or designee shall take the necessary steps to determine the amounts earned during the previous year. Police officers shall not be required to resubmit certifications submitted in previous years.

Officers planning on attending reimbursable college courses shall follow the following procedures, as soon as practicable before the semester begins for budgeting purposes. Prepare and submit a memo to the Chief of Police or his designee, containing the following:

- Name of university/college.
- Degree and Major being pursued
- Total credits already earned towards the degree
- Amount of credits and classes intended for the semester
- Total estimated costs for the semester

Once the semester is completed, in order to receive reimbursement the officer shall:

Prepare and submit a memo to the Chief of Police or his designee, containing the following:

- Transcript of grades for the courses just completed
- Invoice(s) detailing the cost of tuition and books
- Proof of payment
- Total amount of reimbursement being sought

This documentation shall be submitted as soon as the required documents are available,

ARTICLE 12 - POLICE SCHOOL

Section 1. When any police officer spends time in police school, expenses incurred for mileage, meals and necessary equipment shall be reimbursed with the approval of the Chief of Police and the Town Administrator at the rates indicated in Section 1 and 2 of Article 10.

With regard to meals, this section shall not apply when officers commutes to class from Dover each day.

Section 2. An officer, who is scheduled to attend or instruct an in-service training class on the same day they are scheduled to work, shall attend or instruct the in-service training class in lieu of their regularly scheduled shift. If an officer is scheduled to attend or instruct an in-service training class while on night shift, that officer shall be permitted off the night shift prior to the date of the scheduled class as well as the night shift that begins on the same date as the class, if applicable.

Police.

Section 4. If the employer approves a uniform change, then the Employer will pay for the initial issue of uniforms.

Section 5. Commencing January 1, 2023, each employee shall receive an annual clothing maintenance payment of \$2,000 which will be incorporated into each employee's pensionable base salary and payable in equal amounts as part of regular payroll compensation received by each officer. This \$2,000 shall increase by the annual increase percentage applied in the Salary Guide (Schedule A).

including dependents as a member of the group insurance programs maintained by the Town of Dover as specified above in retirement after twenty-five (25) years of pensionable service at the expense of the Town, subject to a contribution by the retiree equal to 1.5% of said retirees pension.

Section 3: 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. An employee who retires after fifteen (15) years of service shall not be entitled to reimbursement for Medicare Part B payments. 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.

Section 4. The Employer shall have the right to change insurance carriers during the term of this Agreement so long as equal to or better benefits are provided. If the Association does not believe that the change provides benefits that are equal to or better, the parties shall discuss the conditions which would make the plan equal to or better prior to implementation of any change. If the parties cannot agree on the issue of "equal to or better benefits," this issue shall be immediately submitted to arbitration under the provisions set forth in Article 19 of this Agreement, which shall be completed prior to implementation or within 60 days, whichever is sooner.

Section 5. The surviving spouse of a retired employee who retires with at least twenty-five (25) years of pensionable service who is covered by the Town of Dover hospitalization, medical-surgical, dental, and prescription drug plans, may continue to maintain the Town of Dover employees health coverage provided that said spouse pays the contribution toward the cost of such coverage that was paid by the retired employee.

Section 6. In the event of your death while insured, Medical Care Benefits will be continued for your family members who are insured at that time. The benefits continued will be the same as those in force at the time of your death and will be provided without payment of premium.

The insurance of all family members will be continued for two (2) years from the date of your death but not beyond a period of one hundred eighty (180) days after your death, if your surviving spouse remarries within that period, or beyond the date your surviving spouse

ARTICLE 15 - WORK WEEK AND OVERTIME

Section 1. The workweek shall begin on Monday morning at 12:01 a.m. and end on the following Sunday evening at 12:00 midnight.

The regular work hours for the members of the Dover Police Department, Patrol Division except the Detective Bureau shall be four (4) twelve (12) hour tours of duty on four (4) consecutive days, then scheduled off duty for four (4) twelve (12) hour tours of duty on four (4) consecutive days which results in an annual work period of an additional one hundred ten (110) hours. Each employee shall also receive one hundred ten (110) hours annually as compensatory leave in recognition of and as compensation for the additional regularly scheduled work hours generated by the new schedule. These hours cannot be accumulated. The starting time of the "day shift" shall be 0700 hours; the stopping time for the "day shift" shall be 1900 hours. The starting time for the "night shift" shall be 1900 hours; the stopping time for the "night shift" shall be 0700 hours.

The regular hours for the Detective Bureau shall be ten (10) hours per day, forty (40) hours per week, four (4) consecutive days of work followed by three (3) consecutive days off. The four consecutive days of work shall consist of Monday through Thursday or Tuesday through Friday. Alternatively, detectives may work five consecutive days, eight (8) hours per day, forty (40) hours per week, from Monday through Friday with Saturday and Sunday off. Detectives who work the 40 hour per week schedule shall not receive bank time.

These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth in the Police Ordinance of the Town of Dover and the Regulations of the Police Department of the Town of Dover.

pay at time and one-half (1-1/2) his or her hourly rate. If an employee is recalled to duty on a designated holiday, he shall be compensated at the double time rate and shall be guaranteed a minimum of four (4) hours pay at said rate. If an employee is recalled from off duty status for a call out or outside assignments (Third Party Details, Town Emergencies etc.) the employee shall be compensated at time and one half rate; and shall be guaranteed a minimum of four (4) hours pay at the premium rate.

Section 6. No change in schedule of any employee covered by this agreement shall be made unless such Employee is given at least seven (7) days' notice prior to the time that he is regularly scheduled to work, or seven (7) days' notice prior to the changes in reporting time, whichever is greater. In the event seven (7) days' notice is not given, such employee shall be paid at time and one-half (1 1/2) for all hour's less than seven (7) days' notice. The above shall not pertain in cases of emergency per Section 3.

All officers planning to leave the Town's service shall give at least two (2) weeks written notice to the Chief of Police.

Section 7. "Emergency" as used herein shall include any unusual conditions caused by any circumstance or situation including shortages in the personnel of the Police Department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave, or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chief of Police or Acting Chief of Police and the concurrence of the Administrator of the Town of Dover.

Section 8. The Town shall seek to ensure that Officers receive a minimum of two (2) hours' notice before the scheduled start of the job if the contractor wants to cancel the job for the



called out for more than eight (8) hours.

Section 11. In the patrol division, the senior police officer shall be deemed to be in charge of said tour in the event that there is no sergeant working on that tour. The senior police officer shall be compensated at time and one-half (1-1/2) his or her hourly rate. The senior police officer shall be the senior officer regularly assigned to that tour. The presence of the Chief of Police or Police Captain shall not operate to avoid the obligation to pay the senior police officers outlined above.

Section 12. Officers assigned to work as a School Resource Officer ("SROs") shall work each scheduled school day consistent with the School Calendar. SROs will not be required to work during school holidays, breaks, and emergency closings. The SROs shall work the regular Detective Bureau/Patrol Schedule during summer break. Nothing in this section is intended to alter the calculation of an SROs hourly rate for any overtime worked. The salary shall not be altered or reduced based upon school calendar or school vacation. During the time an employee is assigned to work as an SRO, the employee shall not receive bank time or holiday time paid to other patrol officers. But, for the time periods that the employee is not working as an SRO (for example, during the summer) he/she shall be entitled to receive bank time and holiday time.

ARTICLE 17 - SHORT SHIFT COVERAGE

When a short shift occurs in the patrol division that's due to a patrolman calling out sick all eligible officers shall be contacted first to fill the short shift.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. (a) 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 grievances as soon as possible, so as to secure efficiency and promote employees' morale.

(b) 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.

(c) For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute 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

A. Step One - In the event that the Association or any employee seeks to present a grievance as defined above, said employee or Association shall, within ten (10) days of the occurrence of the event being grieved or becoming reasonably aware of the act or omission being complained of in the grievance present the grievance in writing to the Shift Commander of the shift in which the grievance arose or to the Chief of Police (or the officer-in-charge in the Chief is absent). The Step 1 decision in the grievance shall be rendered in writing within ten (10) days of the presentation of the grievance, and if presented initially to the Shift Commander shall include the Chief, or designee in the Step 1 review and decision. Any presentation by an employee shall be with prior notice to the Association, which may attach any such in-person meeting.

(ii) 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 Police Committee on the grievance.

(iii) Employees covered by this Agreement shall have the right to process their own grievance through Step 2 with notice to the Association as described herein. If a counsel is selected the Town shall deal exclusively with that counsel. If the Association is to present the grievance, the Town shall deal with the preannounced Grievance Committee or designated representative, or counsel.

(iv) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

(v) 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 this Agreement.

(vi) 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 Second and Third Steps of Grievance Procedure, the Association may designate an attorney to present the grievance. In this case, the Town shall deal exclusively with the attorney.



appealed within twenty (20) days of receipt of the Final Notice of Disciplinary Action ("FNDA") in accord with Civil Service regulations. Departmental hearings for such major discipline shall be conducted in accordance with such regulations and laws based upon the specifications and charges set forth in the Preliminary Notice of Disciplinary Action.

B. Minor discipline:

Minor discipline as defined by the Civil Service Commission laws and regulations may be submitted to final and binding arbitration pursuant to the rules and regulations of PERC within twenty days of receipt by the employee of a written notice specifying minor discipline. In such appeals the employee may request arbitration through the Public Employment Relations Commission. The parties shall split the cost of arbitration, and the arbitrator's decision shall be final and binding.



ARTICLE 21 - BULLETIN BOARD

Section 1. The Town will supply one (1) bulletin board for the use of the PBA, including this Association, to be placed in a conspicuous location.

Section 2. 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 3. No matter may be posted without receiving permission of the officially designated PBA Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

individual officer employed by the Police Department and to the Union at least two (2) years in advance of the proposed disbandment, merger or takeover and shall provide the studies, proofs, and all written documents relating thereto the PBA. The Town shall meet with the PBA prior to any such actions for the purpose of negotiating impacts in the event any such action is taken and will meet to address proofs and information that the PBA provides to demonstrate such action should not be taken or final alternating work.

Each employee who is laid off as a result of such event shall receive three weeks of pay for every year of service subject to a minimum of 26 weeks of severance plus all accrued leave and shall be placed on a special re-employment list for said merged or consolidated police agency or entity that continues to perform police work for the residents of the Town. Such payment shall be made in a lump sum within two weeks of layoff. This requirement shall be included in any such merger or consolidation agreement. In addition, each employee shall retain intergovernmental transfer rights.

Section 6: When the Town determines that there is a need for a reduction/layoff action, any such layoff action shall be conducted by inverse order of seniority.

In the event a layoff action is contemplated the Town of Dover shall meet with the Association at least 60 days prior to such action and shall take pre-layoff actions to avoid or minimize layoffs and or demotions. In the event of a layoff, seniority shall be honored such that the "last in" shall be the first to be laid off.

Any unit employee laid off from employment with the Town of Dover pursuant to a layoff action shall be placed on a special reemployment list and recalled in order of seniority.



2. When, however the exigencies of the situation dictate that a member of the force be subject to interrogation when the member is not on-duty, the member shall then be paid at their regular overtime compensatory rate.

3. The interrogation shall take place at a location designated by the Chief of Police or Officer-in-Charge. Normally, it will be at Dover Police Headquarters or the location where the incident allegedly occurred.

4. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant if such name can properly be divulged under Attorney Client guidelines for internal affairs investigations. Consistent with such guidelines the information must be sufficient to reasonably apprise the employee of the nature of the investigation.

5. If the employee is to be questioned as a witness only, he/she shall be so informed at the initial contact.

6. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

7. The member of the force shall not be subject to offensive language nor shall the member be threatened with transfer, dismissal, or other disciplinary punishment. No promises of reward shall be made as an inducement to answer questions.

8. The complete interrogation of the member of the force shall be recorded mechanically. There shall be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

ARTICLE 24 - FULLY BARGAINED PROVISIONS

Section 1. This Agreement represent and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. Practices and benefits currently enjoyed by the parties whether specifically stated here, or not, shall continue to be enjoyed by the parties and deemed terms and conditions of employment. In the event there is a new benefit that is provided to any non-represented employee at the Town, such benefit shall be extended to unit employees.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE 26 - 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.

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, DOVER LOCAL NO. 107

ATTEST:

Samuel Berthoud
Victoria Dobusier

Joe B. H. President PBA 107

ATTEST:

John O. Bennett

TOWN OF DOVER

By: Carolyn Blackman
Carolyn Blackman, Mayor

ATTEST:

JSB

APPENDIX B

The prescription co-pays shall be:

Date	Name Brand	Generic	Formulary
Effective 1/1/23 thru 12/31/25*	40	15	30

The co-pays under the Aetna Plan shall be:

Date	Co-Pay
Effective 1/1/23 thru 12/31/25*	20

The co-pays under the United Health Care Choice plan shall be:

Date	Co-Pay
Effective 1/1/23 thru 12/31/25*	35

*The above-listed copay amounts shall continue without alteration pending agreement on a successor collective negotiations agreement unless otherwise agreed to by the parties.

**Township of Dover and PBA Local No. 107
Memorandum of Agreement**

The Township of Dover ("Township") and PBA Local No. 107 ("PBA") having engaged in collective negotiations for a successor contract to the current agreement between the Township and PBA have reached agreement on certain terms that will constitute the successor agreement to the current collective negotiations agreement which has a term of January 1, 2018, thru December 31, 2022. By entering into this Memorandum of Agreement ("MOA") the parties, do hereby mutually agree to present the following modifications of terms which shall become the successor collective negotiations agreement with a term of January 1, 2023, thru December 31, 2025, for ratification and or approval by the members and governing body, respectively. The terms that constitute this MOA are agreed to be as follows:

1. The terms of the 2018-2022 collective negotiations agreement between the parties shall remain in full force and effect and shall be incorporated into the 2023-2025 successor agreement with updating, except as herein modified. Any proposed modification, addition, deletion or other change that was made as part of the collective negotiations, which is not incorporated in this MOA has been dropped by the respective party and is null and void.

Term:

The term of the new agreement shall be for a period of 3 years effective January 1, 2023, thru December 31, 2025.



Article 4, Sick Leave:

Modify section 3 as set forth below:

Section 3: A certificate of a reputable physician in attendance may be required as sufficient proof of need of sick leave of the employee or the need of the employee's attendance upon a member of the employee's immediate family in cases where sick leave taken exceeds ~~five (5)~~ three (3) consecutive working days or where there is a reasonable basis to question the need for such sick leave.

Modify Section 4 (b) and (c) as set forth below:

(b) Subject to a cap of \$15,000 for police officers hired on or after May 21, 2010, an employee who leaves employment with at least ten (10) years of accredited service shall be entitled to a cash payment equaling thirty-three and one third (33-1/3%) percent of all of said officer's accumulated sick leave as of the date of that officer's leaving service. Such amounts shall be paid at the then-current daily rate for that officer. Leaving employment shall mean retirement from service as a police officer.

(c) An employee who commenced service as a police officer before May 21, 2010 and who leaves employment with at least twenty-five (25) years of accredited service shall be entitled to utilize seventy-five (75%) percent of accumulated sick time as time off (terminal leave) with pay rate equal to the highest salary attained by the employee. An employee may also use this provision prior to twenty-five (25) years of accredited service if such time off (terminal leave) shall bring him or her up to twenty-five (25) years of accredited service. This time off, or terminal leave, is only to be taken at the conclusion of the employee's employment with the employer. Further, in order to receive this time off or

terminal leave, the employee must notify the employer at least one year in advance of the employee's termination date, in writing, of his or her desire to elect this provision. Failure to notify the employer within the one-year time period shall be deemed a waiver by the employee to elect this provision.

Add Section 9 as follows:

Any officer who has utilized less than five (5) sick days in a calendar year may transfer up to 40 hours of sick time to a leave bank to be utilized as wellness time in the subsequent calendar year, or thereafter, if agreed. Such banked time may be used only when operationally feasible, as determined by the Chief of Police or designee and agreed to by the officer.

Article 11, Education Benefits:

Modify section 1 to remove term "or Juris Doctor" such that first paragraph reads as follows:

There is hereby established an educational program for employees for the Police Department of the Town of Dover. The Town of Dover shall reimburse college tuition up to and including a Doctorate ~~or Juris Doctor~~ Degree based on the member's obtained grade using the following guide: (Remainder of section 1 unchanged)

Add new section 5:

The maximum reimbursement per calendar year for each officer shall be \$6,000.



Article 13, Uniform Allowance:

Modify section 5 clothing maintenance payment to read as follows:

Section 5:

Commencing January 1, 2023, each employee shall receive an annual clothing maintenance payment of \$2,000 which will be incorporated into each employee's pensionable base salary and payable in equal amounts as part of regular payroll compensation received by each officer. This \$2,000 shall increase by the annual increase percentage applied in the Salary Guide (Schedule A).

Article 15, Workweek and Overtime:

Modify sections 8 and 11 as follows:

Section 8: If off duty work is performed for (1) the Dover Board of Education, or (2) ~~for a planned bonded capital improvement (non-emergency) project~~ paid exclusively by the Town of Dover, the rate shall be ~~\$74.28~~\$82.00 per hour increased annually by the across-the-board annual percentage increase ~~(See Article V)~~. (See Salary Guide Schedule A). Charitable organizations shall pay the same rate if the Town and PBA agree. Any work performed for by the Dover Water Commission shall be paid at the premium rate (overtime rate) for the top paid patrol officer.

Section 11. In the patrol division, the senior police officer shall be deemed to be in charge of said tour in the event that there is no sergeant ~~or lieutenant~~ working on that tour.

Article 17, Short Shift Coverage:

Modify as follows:



When a short shift occurs in the patrol division that's due to a patrolman calling out sick ~~a~~ all-eligible officers shall be contacted first to fill the short shift.

Article 17, Disability: (re-work numbering to re-name as Article 18)

Modify section 5 as follows:

Section 5. An employee who is disabled, not in the line of duty shall utilize accrued sick leave to support temporary disability insurance benefits so as to receive full pay for up to 6 months. If he/she does not have sufficient sick leave available. The Officer may utilize Donated Leave from other Officers. ~~Town employees consistent with the Donated Leave program for Town of Dover employees.~~

Article 19, Grievance Procedure:

Modify section 1,b, step 2 to replace police committee with business administrator as follows:

SECTION 1. B. Step Two - (i) If the employee or Association wishes to appeal the Step 1 decision, the grievance shall be presented in writing to the ~~Police Committee~~ Business Administrator within ten (10) days of receipt of the Step 1 decision.

Article 23, Personnel Bill of Rights:

Modify Section B as follows:

Section B. The Chief or designee shall honor this request insofar as possible within a reasonable amount of time but not to exceed ten (10) ~~two (2) working~~ days after the request is received.

Add to Bill of Rights the following sentence:



In an effort to ensure that Departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules, which shall be subject to the Attorney General Guidelines are hereby adopted:

SCHEDULE A (SALARY GUIDE) (New Guide and Section5)

Section 1. All unit employees shall be paid in accord with the attached Salary Guide and shall progress through the steps in the Salary Guide shown in Schedule A on their respective anniversary dates as follows:

STEPS	Year 2023	Year 2024	Year 2025
	0.0%	2.0%	3.0%
ACADEMY STEP	\$45,000	\$45,000	\$45,000
STEP 2	\$70,148	\$71,551	\$73,697
STEP 3	\$76,727	\$78,262	\$80,610
STEP 4	\$83,307	\$84,973	\$87,522
STEP 5	\$89,886	\$91,684	\$94,435
STEP 6	\$96,466	\$98,395	\$101,347
STEP 7	\$103,045	\$105,106	\$108,260
STEP 8	\$109,625	\$111,817	\$115,172
STEP 9	\$116,204	\$118,528	\$122,084
STEP 10	\$122,784	\$125,240	\$128,997
STEP 11	\$129,363	\$131,951	\$135,909
STEP 12	\$135,943	\$138,662	\$142,822
STEP 13	\$142,522	\$145,373	\$149,734
STEP 14	\$148,222	\$151,186	\$155,722

Section 2. All police officers shall receive a step increase on their anniversary date (move down). Step increases and movements shall continue to be automatic on an annual basis.

Section 3. Police officers without a Patrol Training Commission (PTC) number shall be paid at Step 1. Upon completion of all requirements to obtain a PTC number, the police officer shall move to Step 2. Police Officers with a Police Training Commission (PTC) number shall be paid at Step 2.

Section 4. In the event that the Town seeks to hire an employee and pay more than Step 1 or Step 2 above, it shall notify the PBA. If the PBA and the Town can agree on the Step, the new-employee will be paid at that Step. If no agreement can be reached, that new employee shall be paid at Step 1 or Step 2, as appropriate.

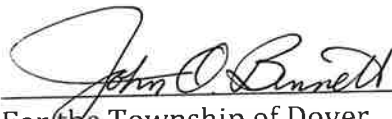
Section 5:

Service Credit: After completing 10 years of service to the Town of Dover all Officers shall be paid an additional 2.0% service credit. Every year after those Officers will receive an additional 0.2% to their base salary. The service credit shall not exceed a total of 4%. This service credit will be incorporated into each employee's pensionable base salary and payable in equal amounts as part of regular payroll.


Modification to language through the entire Collective Bargaining Agreement:

All references to Director of Public Safety shall be removed and replaced with Chief of Police.

The respective parties shall submit this MOA for ratification and approval by the membership and by the governing body. Signed on this ___ day of August, 2022.



For the Township of Dover



For PBA Local 107

