

THIS DOES NOT
CIRCULATE

A G R E E M E N T

BETWEEN

TOWNSHIP OF DOVER, NEW JERSEY

AND

DOVER TOWNSHIP LOCAL 137

POLICEMEN'S BENEVOLENT ASSOCIATION

(CAPTAINS, LIEUTENANTS, SERGEANTS)

[Handwritten signature]

JANUARY 1, 1978 -through- DECEMBER 31, 1979

LIBRARY
Institute of Management and
Labor Relations

JAN 2 1979

RUTGERS UNIVERSITY

LAW OFFICES
GERALD L. DORF, P.A.
A Professional Corporation
2376 St. Georges Avenue
Rahway, New Jersey, 07065

TABLE OF CONTENTS

<u>Article</u>		<u>Page No.</u>
	PREAMBLE.....	1
I	RECOGNITION AND SCOPE OF AGREEMENT.....	2
II	COLLECTIVE BARGAINING PROCEDURE.....	3
III	CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME.	4
IV	DISCRIMINATION AND COERCION.....	5
V	SICK LEAVE.....	6
VI	CHECK-OFF.....	8
VII	MANAGEMENT.....	9
VII A	RULES AND REGULATIONS.....	10 A
VIII	HOURS.....	11
IX	OVERTIME.....	12
X	VACATIONS.....	14
XI	DEATH IN FAMILY.....	16
XII	HOLIDAYS.....	17
XIII	HOSPITAL AND MEDICAL INSURANCE.....	19
XIV	CLOTHING ALLOWANCE.....	21
XV	FALSE ARREST AND LIABILITY INSURANCE.....	22
XVI	BULLETIN BOARD.....	23
XVII	PENSIONS.....	24
XVIII	VACANCIES.....	25
XIX	DISCHARGE AND SUSPENSION.....	27
XX	GRIEVANCE PROCEDURE.....	28
XXI	ARBITRATION.....	31
XXII	SALARY.....	32
XXIII	LONGEVITY.....	33

Table of Contents - continued:

<u>Article</u>		<u>Page No.</u>
XXIV	OUTSIDE EMPLOYMENT.....	36
XXV	TERMINAL LEAVE.....	35
XXVI	MAINTENANCE OF OPERATIONS.....	36
XXVII	EDUCATIONAL INCENTIVE.....	38
XXVIII	SAVINGS CLAUSE.....	40
XXIX	DURATION.....	41
XXX	COMPLETENESS OF AGREEMENT.....	42

PREAMBLE

This Agreement made and entered into this
day of _____, 1978, by and between the TOWNSHIP OF DOVER,
a Municipality in the County of Ocean, State of New Jersey, here-
inafter referred to as the "Employer", or the "Township", and
the DOVER TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 137,
hereinafter referred to as the "Union" or the "Association",
and represents the complete and final understanding by the
parties on all bargainable issues.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all employees in the negotiating unit as defined in Article I, Section 2 herein, for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all the regular, full-time patrolmen of the Police Department of Dover Township, excluding all superior officers, the deputy chief and police chief and all other employees of the Township. Reference to male police officers shall include female police officers as well.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the Union or his designee, shall be the respective negotiating agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer, who may be designated by the Union to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement, will be excused from their work assignments without loss of regular straight time pay in accordance with Article III, Section 2. However, in no event shall the Union representative, exclusive of Counsel, exceed three (3).

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1. Grievance Committee

The Employer shall permit members of the Union Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness. Only one (1) member of the Union Grievance Committee shall be permitted to conduct the business of the Committee at any one time except that the three (3) members of the Union Grievance Committee shall be permitted to confer with the Police Chief, or his designee, whenever a grievance reaches that level.

Section 2. Convention Committee

The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Union selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer, or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union. The Employer shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE V

SICK LEAVE

Section 1. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. The Employer reserves the right to extend sick time.

Section 2. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Employer. Abuse of sick leave may be cause for disciplinary action.

Section 3. An employee absent on sick leave shall report his absence at least three (3) hours prior to the start of his shift except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible. Employees who normally report to work at seven (7:00) a.m. shall report their absences at least one (1) hour prior to the start of his shift.

Section 4. The Employer agrees to pay employees at their regular rate of pay during periods of job connected disability due to illness, injury or recuperation therefrom for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by

Article V - Sick Leave - continued:

a competent physician.

Section 5. The Employer retains the right in its discretion to extend this period of this payment for such job connected disability due to illness or injury beyond one (1) year.

Section 6. The Employer may require at any time during the period of such disability as described in Section 4 above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 7. In the event a disagreement arises with respect to the existence or extent of a job connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement. In the event the parties are unable to mutually agree upon the choice of a physician, such selection shall be determined by the Ocean County Medical Society.

ARTICLE VI

CHECK-OFF

Section 1. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Employer and the Union and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

Section 2. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

Section 3. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the salary deduction authorization forms submitted by the Union to the Employer.

ARTICLE VII

MANAGEMENT

Section 1. The Township of Dover hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

a. To the executive management and administrative control of the Township Government and its properties and facilities and police related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

b. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township, and in that regard to establish reasonable work rules.

c. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law.

d. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient

Article VII - Management - continued:

and non-productive. Reduction in force level of certified personnel of the Union shall not be effected until non-certified personnel employed in the Police Department and performing police functions are laid off. Seniority shall prevail at all times in the order of any lay-off and subsequent re-hiring.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

Section 3. Nothing contained in this Article shall be construed to deny or restrict the Township of its rights, responsibilities or authority under R.S. 40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE VII A
RULES AND REGULATIONS

Section 1. The Township may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and opportunity for the discussion of the new rules and regulations shall be afforded to the Association before implementing same.

Section 2. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XX of this Agreement.

Section 3. The Association shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Association as to the reasonableness or propriety of said rule or regulation.

Article VII A - Rules and Regulations - continued:

The foregoing shall not preclude the Association from grieving the application or interpretation of any rule or regulation in accordance with Article XX.

ARTICLE VIII

HOURS

Section 1. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continuously throughout the seven (7) day week, and that the standard work week shall consist of forty (40) hours of work within said standard work week.

Section 2. The tours of duty shall be established by the Employer, through the Chief of Police, and the Employer shall have the right, for efficiency of its operations, to make changes in starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule.

Section 3. The parties further agree that they shall discuss changes in the daily or weekly work schedule which may be necessitated for the efficient operation of the work force prior to implementation of such changes, and that the PBA shall have the right to submit written recommendations with respect to any such changes.

Section 4. If in the implementation of this Article tours of duty in excess of eight (8) hours of work per day are established, the parties agree that such excess time shall be compensated for at straight time only.

ARTICLE IX

OVERTIME

Section 1. The Employer agrees that overtime consisting of time and one-half (1-1/2) time shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day.

Section 2. Employees shall not be paid overtime for hours of work in excess of the normal work day unless such overtime is authorized by the Chief of Police.

Section 3. It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the employees shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

Section 4. In the event an employee is called in to duty other than his normal assignment, he shall be paid overtime at time and one-half (1-1/2) time for all time worked during such period but in no such case shall he be paid for less than four (4) hours irrespective of actual time worked.

Article IX - Overtime - continued:

Section 5. Members of the Union who are called to alert or placed on standby shall be reimbursed at a rate of five (\$5.00) dollars per shift or any portion thereof, during the period or periods of such alert or standby. The Chief of Police may, from time to time, call general police meetings, not to exceed three (3) annually, and the parties agree that no payment shall be made to the employees covered by this Agreement for attendance at said meetings.

Section 6. The Union agrees to share with the Employer and without compensation, the time required to successfully promote police week and open house in the furtherance of good community relations.

ARTICLE X

VACATIONS

Section 1. Each member of the Union who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular rate of pay.

One (1) year but less than five (5) years	Two (2) weeks
Five (5) years but less than ten (10) years	Three (3) weeks
Ten (10) years but less than fifteen (15) years	Four (4) weeks
Fifteen (15) years but less than twenty-five (25) years	Five (5) weeks
Twenty-five (25) years and over	Six (6) weeks

Section 2. Eligibility for vacation shall be computed as of the first day of the month in which hired.

Section 3. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the actual anniversary date. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary date.

Article X - Vacations - continued:

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer, but the following conditions shall be observed in such scheduling:

(a) Selection of vacation shall be based on seniority.

(b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one (1) time unless mutually agreed to by the parties.

(c) Assignment of vacation periods during June, July, August and December shall be based exclusively upon seniority among the employees.

(d) No employee shall be assigned more than two (2) weeks vacation during June, July, August and December unless otherwise authorized by the Chief of Police.

ARTICLE XI
DEATH IN FAMILY

Section 1. Every employee may be granted leave with pay upon the death of a member of his family. Such leave shall be from the day of death up to and including the day of burial. If the funeral is outside of the State of New Jersey, additional travel time, up to a maximum of five (5) days, if necessary, may be granted upon receiving prior approval for same by the Chief of Police. Family shall include spouse, children, parents, brothers, sisters and spouse's parents, brothers and sisters and grandparents of employee or spouse.

ARTICLE XII

HOLIDAYS

Section 1. The following shall be recognized as Holidays under this Agreement, paid at eight (8) hours at time and one-half (1-1/2):

New Year's Day	Washington's Birthday
Good Friday	Lincoln's Birthday
Memorial Day	July 4th (Independence Day)
Election Day	Labor Day
Veterans' Day	Thanksgiving Day
Columbus Day	Friday following Thanksgiving Day
Christmas Day	

Section 2. When any of the above holidays is in conflict with an employee's religious belief, such employee may substitute a religious holiday of his religious belief, provided adequate notice is given to the Chief of Police.

Section 3. Employees shall be entitled to three (3) personal days per year in addition to the holidays authorized in Section 1 of this Article.

Section 4. Should the Township Committee, because of a snow emergency or because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Township Committee close the Township Administrative Offices, thereby giving time off to personnel

Article XII - Holidays - continued:

employed there, the employees covered by this Agreement shall receive equal time off at such time that will not interfere with efficient police operations.

Section 5. Employees may elect to receive compensation pay at the straight time rate for any authorized holidays, but not to include personal days, or any other authorized day as enumerated in Section 4 of this Article by electing one (1) of the following schedules:

Plan A. Elect time off.

Plan B. To be paid for such days in a lump sum on the first day in December, by separate check.

Plan C. Complete a daily activity card indicating payment in lieu of time off, providing such activity card is presented after the paid holiday has been accrued.

ARTICLE XIII

HOSPITAL AND MEDICAL INSURANCE

Section 1. The Employer will provide, at no cost to the employee, new health insurance coverage as described in general terms herein.

New Jersey Blue Cross

365 full benefit days of hospital care, all conditions per admission.

In-patient radiation therapy.

Eligible dependent children below the age of 25.

Major Medical, New Jersey Blue Cross

Twenty thousand (\$20,000) maximum per condition - no lifetime maximum.

One hundred (\$100.00) dollars deductible - only two (2) deductibles for family.

Carry over deductible.

80/20 co-insurance.

Average semi-private room.

Tuberculosis and mental in hospital.

Out of hospital mental at 80/20 co-insurance.

Blood rider and vision care rider.

Eligible dependent children below the age of 25.

New Jersey Blue Shield

Prevailing fees for area.

Eligible dependent children below the age of 25.

Article XIII - Hospital and Medical Insurance - continued:

Rider J

365 physician visitations.

Prevailing fees for the area.

Eligible dependent children below the age of 25.

Section 3. The Employer agrees to provide a drug plan (no co-pay) and the New Jersey Dental service Plan which shall be effective January 1, 1974.

Section 4. Pursuant to authority set forth in Public Laws 421 of Title 40, Section 11, the Employer agrees to provide such benefits enumerated in Sections 1 through 3 of this Article to all members of the Union who have retired.

Section 5. A booklet describing the foregoing benefits will be provided each employee following the execution of the new contracts.

Section 6. The Employer may change insurance carriers at its option, provided substantially similar benefits are provided.

ARTICLE XIV
CLOTHING ALLOWANCE

Section 1. A clothing allowance in the amount of three hundred (\$300.00) dollars per year shall be paid by the Township of Dover to all permanent employees, as heretofore.

Section 2. A dry cleaning allowance in the amount of one hundred fifty (\$150.00) dollars per year shall be paid by the Township of Dover to all permanent employees, as heretofore.

Section 3. Reimbursement of initial clothing allowance in the amount of three hundred (\$300.00) dollars shall be paid upon resolution certifying such officer a permanent member of the Dover Township Police Department as provided by Dover Township Ordinance No. 1110.

Section 4. Each member of the Union assigned to plain clothes shall be paid a subsistence allowance at the rate of twelve dollars and fifty cents (\$12.50) per month.

Section 5. In the event that all or any part of the present uniform is changed, then such changes shall be borne by the Employer and not be considered part of the yearly three hundred (\$300.00) dollar clothing allowance.

ARTICLE XV

FALSE ARREST AND LIABILITY INSURANCE

The Employer will reimburse each employee and/or the Union for the cost of procuring and maintaining false arrest and liability insurance to cover such employee in the performance of his duties. The amount and extent of such insurance shall be subject to the prior approval of the Employer. Reimbursement to the employee and/or the Union shall be made within thirty (30) days after presentation of voucher to the Clerk Administrator.

ARTICLE XVI

BULLETIN BOARD

Section 1. The Employer will provide a Bulletin Board in a conspicuous location in the Patrol Division Headquarters for the use of the Union for posting notices concerning Union business and activities. All such notices shall be posted only upon the authority of the officially designated Union representatives and shall not contain any salacious, inflammatory, annoying or controversial material. The Chief of Police, or his representative, may have removed from the bulletin board any material which is not in conformance with the intent and provisions of this Article.

ARTICLE XVII

PENSIONS

The Employer shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVIII

VACANCIES

Section 1. The Employer shall, by ordinance (which ordinance may be amended from time to time by resolution) set forth the authorized allowance of personnel in the following classifications: Captains, Lieutenants, Sergeants, Detectives (Investigative), Juvenile Officers, Identification Officers, Safety Officers, as assigned to the respective divisions within the Police Department.

Section 2. Such authorized allowance of personnel enumerated in Section 1 of this Article shall be known as the Table of Organization.

Section 3. In the event of any vacancy in the Table of Organization enumerated in Section 1 and 2 of this Article, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancy shall be filled within sixty (60) days of the effective date thereof from the existing waiting list.

Section 4. If the existing waiting list is exhausted at the time of the vacancy, the Employer, through the Chief of Police, shall request or call for an appropriate test within thirty (30) days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of the list resulting from the said test.

Section 5. Existing waiting lists of promotions shall be valid for a period of one (1) year. The Employer re-

Article XVIII - Vacancies - continued:

serves the right to amend such Table of Organization as it shall deem necessary for the best interests of the Township of Dover.

ARTICLE XIX.

DISCHARGE AND SUSPENSION

Section 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in Article XX entitled "Grievance Procedure".

Section 2. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee of this Union, a copy of such charges shall be forwarded to the President of the Union within five (5) working days after any such action against said employee is taken by the Employer.

Section 3. This Article does not apply to probationary employees.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed. A grievance is hereby defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an individual, the Union on behalf of an individual, or group of individuals, or the Employer.

Step One:

The President of the Union, or his duly authorized and designated representative, shall present and discuss the grievance or grievances orally with the immediate supervisor within fifteen (15) days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed settled. The immediate supervisor shall answer the grievance within five (5) working days from the day of the presentation.

Step Two:

If the grievance is not resolved at Step One or if no answer has been received by the Union within the time set forth in Step One, the Union shall present the grievance in writing within five (5) working days, furnishing one (1) copy to the Police Chief and the other to the Clerk Administrator. This presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. The Police Chief shall answer the grievance in writing within five

Article XX - Grievance Procedure - continued:

(5) working days after receipt of said grievance.

Step Three:

If the grievance is not resolved at Step Two, or if no answer has been received by the Union within the time set forth in Step Two, the grievance may be presented in writing to the Mayor and Township Committee within five (5) working days. The final decision of the Mayor and Township Committee shall be given to the Union in writing within fourteen (14) days after receipt of the grievance by the Mayor, Township Committee and Clerk Administrator.

Section 3. If the grievance has not been settled by the parties at Step Three of the Grievance Procedure or if no answer in writing by the Mayor, Township Committee and Clerk Administrator, has been received by the Union within the time provided in Step Three, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration or to avail himself of all legal remedies at his disposal as provided by Title 40A of the revised New Jersey Statutes. This will require the aggrieved employee to make the election in writing, as he is not entitled to pursue both remedies. This written election of remedy shall be transmitted by the President of the Union, or his duly authorized representative, to the Clerk Administrator of the Township.

Section 4. Grievances initiated by the Employer shall be filed directly with the Union within seven (7) days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Employer and the

Article XX - Grievance Procedure - continued:

Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, either party may within ten (10)-calendar days thereafter, file for arbitration in accordance with Article XXI.

ARTICLE XXI

ARBITRATION

Section 1. If a grievance is not settled under Article XX, such grievance shall, at the request of either the Union or the Employer, be referred to the State Board of Mediation for the selection of an arbitrator according to its rules.

Section 2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Mayor and Township Committee unless sooner by waiver. If the aggrieved elects to pursue legal remedies provided by Title 40A, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

Section 3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

Section 4. The cost of the services of the arbitrator shall be borne equally between the Union and the Employer. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXII

SALARY

Section 1. Effective January 1, 1978, the annual basic salary for each of the classifications set forth below shall be as follows:

<u>CLASSIFICATION</u>	<u>BASE SALARY</u>
Captain	\$26,919.49
Lieutenant	\$23,408.25
Sergeant	\$20,355.00

Section 2. Effective January 1, 1979, the annual basic salary for each of the classifications set forth below shall be as follows:

<u>CLASSIFICATION</u>	<u>BASE SALARY</u>
Captain	\$28,250.26
Lieutenant	\$24,565.44
Sergeant	\$21,361.25

Section 3. Whenever an employee is assigned in writing under the authority of the Chief of Police to a higher job classification involving and performing higher responsibilities, such employees shall be paid at the hourly rate of such assigned classification.

Section 4. The rank of First Sergeant shall be paid at the salary classification rate for Lieutenant of Police.

ARTICLE XXIII

LONGEVITY

Section 1. Each employee shall be paid, in addition to his current annual wage, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
Upon completion of three (3) years of service	2%
Upon completion of five (5) years of service	4%
Upon completion of nine (9) years of service	6%
Upon completion of twelve (12) years of service	8%
Upon completion of fifteen (15) years of service	10%

Section 2. Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

Section 3. In computing any overtime pay which may become due to any such Police Officer, only the annual wage shall be used.

ARTICLE XXIV

OUTSIDE EMPLOYMENT

Section 1. No employee planning to or engaging in outside employment during the off duty hours shall be permitted to wear the regulation Dover Township Police Uniform without the expressed permission of the Chief of Police, or his designee. Every employee planning to be engaged in outside employment during the off duty hours wearing the regulation Dover Township Police Uniform shall submit in writing the name or names of his prospective outside employer to his commanding officer.

ARTICLE XXV

TERMINAL LEAVE

Section 1. A member of the Department who retires or is disabled and pensioned under the New Jersey Police and Fireman Pension System shall be entitled to terminal leave from such accrued leave as set forth and provided in Article V, Section 1 of this Agreement.

Section 2. A maximum of one hundred and thirty (130) sick days are recognized by both parties and such terminal leave shall be deducted for each working day prior to his retirement, unless the laws of the State of New Jersey permit a lump sum payment in lieu thereof, in which case an employeé shall have the option of selecting the method under which he wishes to take the terminal leave to which he is entitled.

ARTICLE XXVI

MAINTENANCE OF OPERATIONS

Section 1. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

Section 2. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, 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 an 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, walkout or other job action against the Township.

Section 3. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

Section 4. In the event of a strike, slowdown,

Article XXVI - Maintenance of Operations - continued:

walk-out or job action it is covenanted and agreed that participation in any such activity by a member of the Union shall entitle the Township to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

Section 5. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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 Union or its members.

ARTICLE XXVII

EDUCATIONAL INCENTIVE

Section 1. For those members of the Department hired prior to March 1, 1978, the Employer agrees to pay each employee of the Department, in addition to his annual salary, an educational incentive based upon the following table:

- (a) Associates Degree or equivalent
thereof (sixty-four (64) credits) ----- \$250.00
- (b) Bachelors Degree ----- \$500.00

Section 2. It is understood and agreed by and between the parties, however, that each employee must have a minimum of two (2) years service with the Dover Township Police Department before he shall be entitled to receive any payment under this educational incentive plan.

It is still further agreed by the parties that those employees who receive payment for college degrees under this plan shall receive said payments annually, but these payments shall not be used in the computation of longevity or overtime payments, or for the computation of pension.

Section 3. For those members of the Department who have received certain college credits and who have obtained expertise and knowledge through service to the Community and attendance at police training schools, the following tables shall be implemented:

- (a) Members who have served on the Dover Township Police Department for at least seven and one-half (7-1/2)

Article XXVII - Educational Incentive - continued:

years, and have a minimum of ten (10) college credits in job related courses, shall be entitled to one (1) lump sum payment in the amount of five hundred (\$500.00) dollars which shall not be paid annually thereafter and shall not be added to base salary for computation of longevity, overtime, or pension.

(b) Those members who have served on the Dover Township Police Department for at least fifteen (15) years and have a minimum of fifteen (15) college credits in job related courses shall be entitled to one (1) lump sum payment in the amount of one thousand (\$1,000.00) dollars which shall not be paid annually thereafter and shall not be added to base salary for computation of longevity, overtime, or pension.

(c) The Township Committee of Dover Township shall have the right to review and make the necessary determination concerning the job relationship of college credits earned by employees.

Section 4. The parties further agree that no employee shall be entitled to both the educational incentive payment and the lump sum payment for college credits earned and expertise obtained through service to the community. Nothing in this Section, however, shall preclude an employee from hereafter participating in the college degree portion of the educational incentive plan, and any payment received thereunder shall be in addition to the lump sum payment portion of the aforesaid plan.

ARTICLE XXVIII

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX

DURATION

Section 1. The term of this Agreement shall be from January 1, 1978 through December 31, 1979.

Section 2. In the absence of written notice given no more than one hundred eighty (180), nor less than one hundred fifty days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

Section 3. If, following receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days' notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXX

COMPLETENESS OF AGREEMENT

In accordance with law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. 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.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this 3rd day of July, 1978.

ATTEST:

Samuel H. [Signature]
Clerk/Administrator

TOWNSHIP OF DOVER

By

Richard P. Sticca
Mayor

ATTEST:

Phyllis M. Prudhomme
Secretary

DOVER TOWNSHIP LOCAL 137
POLICEMEN'S BENEVOLENT ASSOCIATION

By

John A. Chierson
President

PHYLLIS M. PRUDHOMME
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 8, 1981