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THIS AGREEMENT made as of this 1st day of January 1973, by and between the Township of Dover, a municipality in the County of Ocean, State of New Jersey, hereinafter referred to as the "Employer" and Dover Township Policeman's Benevolent Association, Local 137, hereinafter referred to as the "Union".

W I T N E S S E T H:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement:

NOW THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article 1, 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 of the regular, full-time police officers of the Police Department of Dover Township now employed or hereafter employed except the Police Chief and Deputy Chief.

Section 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto.

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 bargaining 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 the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. Ordinarily, not more than five (5) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1. 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.

Section 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay each for a period of three (3) meetings.

Section 3. 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 against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, 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 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.

Section 3. 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 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 a competent physician.

Section 4. 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 year.

Section 5. The Employer may require at any time during the period of such extended disability as described in Section 3 above, that the employee be examined by a physician selected by the Employer for such purposes.

Section 6. 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.

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.

ARTICLE VII

MANAGEMENT

Section 1. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:-

- (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- (b) Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the Employer and in that regard to establish reasonable work rules. Such work rules shall be in written form and a copy shall be provided to each member of the Union with applicable amendments thereto. The copy supplied to members of the Union shall be of such proportion as to fit in the rear pocket of his uniform trousers.
- (c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient 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 rehiring.

ARTICLE VIII

HOURS

Section 1. The work day shall consist of not more than eight (8) consecutive hours in a twenty-four hour period, except as otherwise mutually agreed to by the parties.

Section 2. The tours of duty shall continue as they are currently in force unless hereafter changed and mutually agreed to by the parties.

ARTICLE IX

OVERTIME

Section 1. The Employer agrees that overtime consisting of time and one half time shall be paid to all employees covered by this Agreement for hours worked in excess of the regular work day consisting of eight (8) consecutive hours, unless enlarged as may be provided for by the implementation of ARTICLE XXIV.

Section 2. Employees shall not be paid overtime for hours in excess of eight (8) hours 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 a 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 employee shall be paid the overtime rate for all time worked in excess of the work day of eight (8) consecutive hours or such hours as may be mutually agreed upon by the parties in the implementation of ARTICLE XXIV.

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 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.

Section 5. Members of the Union who are called to alert or placed on standby shall be reimbursed at a rate of five dollars (5) 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, to which this section shall not apply and straight time only shall be paid for attendance.

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.

1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 25 years	5 weeks
25 years and over	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 with 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.

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 time unless mutually agreed to by the parties.
- (c) Vacation period assignments 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 shall be granted three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and with the consent of the Chief of Police, and up to five (5) days if outside the State. Immediate family shall include spouse, children, parents, brothers and 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 paid at eight (8) hours at time and one half time under this agreement:

New Years 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 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 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.

Section 2. Existing health insurance contracts will be terminated as soon as is possible under their terms and contracts with the following basic annual benefits will become effective immediately thereafter.

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

\$20,000.00 maximum per condition -- no lifetime maximum.

\$100.00 deductible -- only two deductibles per 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.

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.

Rider J

365 physician visitations.

Prevailing fees for area.

Eligible dependent children below the age of 25.

Section 3. Beginning with January 1, 1974 additional benefits will be provided by adding to the health insurance contracts a drug rider and a New Jersey Dental Service Plan.

Section 4. A booklet describing the foregoing benefits in greater detail will be furnished each employee following the execution of the new contracts.

ARTICLE XIV

Clothing Allowance

Section 1. A clothing allowance in the amount of three hundred dollars (\$300.00) 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 and fifty dollars (\$150.00) 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 dollars (\$300.00) 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.

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.

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 officially designated Union representatives and shall not contain salacious, inflammatory or anonymous material.

ARTICLE XVII

Pensions

The Employer shall with contributions as heretofore provide pension and retirement benefits to employess 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 vacancies 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 vacancies shall be filled within sixty (60) days of the effective date from the existing waiting lists.

Section 4. If the existing waiting list is exhausted at the time of the vacancy, the Employer shall request or call for such 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 a 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 reserves the right to amend such Table of Organization as it deems necessary to do so in the best interests of the Township of Dover.

ARTICLE XIX

Discharge and Suspension

A. 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".

B. 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 working days after any such action against said employee is taken by the Employer.

ARTICLE XX

Grievance Procedure

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. When an employee or the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Union or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within seventy-two (72) hours.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the Union within the time set forth in Step 1, the Union shall present the grievance in writing, in duplicate and furnish one copy to the Police Chief, 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 seventy-two hours (72) after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing to the Mayor and Township Committee. The final decision of the Mayor and the 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.

ARTICLE XXII

SALARY

Section 1. The annual basic salary for each of the classifications shown for the period designated to be as follows:

<u>CLASSIFICATION</u>	<u>PERIOD</u>
	1 January 1973 31 December 1973
Captain	\$15,860.00
Lieutenant	14,640.00
Sergeant of Police	14,030.00
Detective/Safety Officer	12,800.00
Patrolman (25 months & over)	12,190.00
Patrolman (13-24 months)	10,800.00
Patrolman (1-12 months)	9,600.00

Section 2. 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 assigned classification.

Section 3. 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:-

YEARS OF SERVICE	INCREMENT OF ANNUAL WAGE
Upon completion of 3 years of service	2%
Upon completion of 5 years of service	4%
Upon completion of 9 years of service	6%
Upon completion of 12 years of service	8%
Upon completion of 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

MANPOWER DISTRIBUTION AND ALLOCATION

Section 1. To improve the level of police services for Dover Township and to insure for the public and the officers of the Police Department the safety and well being of all concerned, the Employer will undertake a scientific approach to the allocation and distribution of manpower. In doing so it will be guided by the results of "A Manpower Allocation Study" made for the Dover Township Police Department and reported upon in January 1973.

Section 2. To the extent feasible the recommendations made by such report in the following areas will be followed by the Employer:-

- (a) Day-off scheduling and shift rotation.
- (b) Geographical distribution of the patrol force.
- (c) Specialized patrol manpower requirements.
- (d) Staffing of shifts.
- (e) Patrol command and supervision.

Section 3. To implement Section 2 a Feasibility Study Committee of five members will be appointed by the Union to meet at the call of the Chief of Police to review past progress and future plans for meeting the objectives set forth herein.

Section 4. If in the implementation of this ARTICLE tours of duty in excess of eight (8) hours are mutually agreed upon, the parties agree that such excess time shall be compensated for at straight time only.

ARTICLE XXV

Outside Employment

Section 1. Every employee planning to be engaged in outside employment during off duty hours while 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 XXVI

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 employee shall have the option of selecting the method under which he wishes to take the terminal leave to which he is entitled.

ARTICLE XXVII

Saving Clause

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are so invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXVIII

Duration

Section 1. This Agreement shall be in effect as of 1 January 1973 to and including 31 December 1973 with the sole exception of ARTICLE XIII which shall be effective as stated therein.

Section 2. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party to the other of intention to terminate, this Agreement shall be automatically renewed for a period of another year, and from year to year thereafter, until such time as sixty (60) days' notice is given prior to the annual expiration date.

Section 3. In the event such notice is given negotiations shall begin not later than thirty (30) days prior to the expiration date.

Section 4. 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 XXIX

Completeness of Agreement

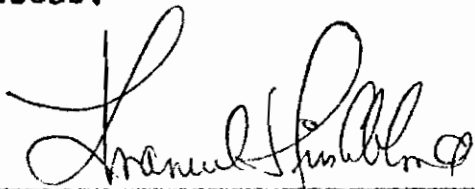
This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS WHEREOF, the parties hereto have

hereunto set their hands and seal this day of
1973.

TOWNSHIP OF DOVER

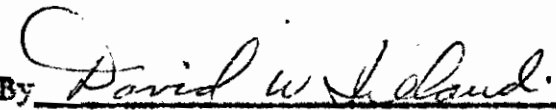
Attest:



L. MANUEL HIRSBLOND
Clerk-Administrator

By 
FREDERICK V. BROCHON Mayor

DOVER TOWNSHIP LOCAL 137
POLICEMEN'S BENEVOLENT ASSOCIATION

By 
DAVID IRELAND President