

A G R E E M E N T

THE TOWNSHIP OF DOVER

Between
NEW JERSEY

and

DOVER TOWNSHIP POLICE OFFICERS ASSOCIATION, INC.
(CAPTAINS, LIEUTENANTS, SERGEANTS)

January 1, 1996 through June 30, 1999

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT made and entered into made this 29th day of September, 1997, by and between THE TOWNSHIP OF DOVER, a Municipality in the County of Ocean, State of New Jersey, hereinafter referred to as the "Employer", or the "Township," and the DOVER TOWNSHIP POLICE OFFICERS' ASSOCIATION, INC., 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 Captains, Lieutenants and Sergeants of the Police Department of Dover Township, excluding all Patrolmen, Detectives, Safety Officers and 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 negotiations 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
EMPLOYEE RIGHTS

Section 1. 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.

Section 2. Nothing contained herein shall be construed to deny or restrict to any Officer such rights as he or she may have under New Jersey Laws or any other applicable Laws and Regulations. The rights granted to Officers hereunder shall be deemed to be in addition to those provided by Statute and or Regulation or Regulations promulgated by the State.

Section 3. Each member shall have the right to review his personnel folder at least two (2) times a year. The Township shall make available for inspection by the Officer all material within each personnel jacket. An Employee shall have the right to respond to material in his file and such response shall be included in the file. If the parties agree that any material is improperly placed in an Employee's file, it shall be removed.

Section 4. No Officer shall be removed, suspended, or reduced in rank from or in office of employment therein, except in

accordance with N.J.S.A. 40A:14-147.

Section 5. Whenever any Officer is required to appear in any disciplinary proceeding concerning any matter which could adversely affect the continuation of that Officer in his duties to the Township, position, or employment, or the salary, or any increments pertaining thereto, he or she shall be given prior written notice of the reason for such proceeding and shall be entitled to have representatives of the Association present to advise him and represent him during such proceeding.

Any suspension of any Officer pending charges, shall be in accordance with N.J.S.A. 40A:14-149.1.

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 each 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 1(a). Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease, and may include absence due to illness of a family member of the Employee or necessary attendance upon a family member who is ill. "Family member" shall include the spouse and children of the employees.

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 emergency 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.) 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 a competent physician.

Section 5. The Employer retains the right in its discretion to extend the 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.

Section 4. The Employer will notify the Secretary-

Treasurer of the Union within three (3) days of hire all Employees, their addresses, birth date, classification, rate of pay and social security number; and of all removals of Employees from the Employer's payroll.

Section 5. Any Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new Employee who does not join within thirty (30) days of initial employment within the unit and any Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, Employees, employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless

against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or Court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

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 condition 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 layoff and subsequent rehiring.

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. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representation before they are established.

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. 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 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 Association 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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.

Section 5. Members of the Union who are called to alert or placed on standby shall be reimbursed at a rate of Ten (\$10.00) 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. Effective January 1, 1980, each member of the Union who has had the length of continuous employment specified in the table as set forth in **Section 1** shall receive an additional (2) days of vacation with pay at his regular rate of pay.

Section 3. Eligibility for vacation shall be computed as of the first day of the month in which hired.

Section 4. 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.

Section 5. 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 the straight time rate of pay:

New Year's Day	Martin Luther King's Birthday
Good Friday	Washington's Birthday
Memorial Day	Lincoln's Birthday
Election Day	July 4th (Independence Day)
Veterans' Day	Labor Day
Columbus Day	Thanksgiving Day
Christmas Day	Friday Following Thanksgiving 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. All Employees are to work the holidays that fall within their regular work schedules at no additional compensation. The fourteen (14) days of holiday pay set forth in Section 1 of this Article shall be paid to each Employee in a lump sum on the first day in December, by separate check. Employees may elect to take compensatory time off in lieu of payment for any authorized holiday, subject to scheduling approval from the Chief of Police or his designee.

ARTICLE XIII

HOSPITAL AND MEDICAL INSURANCE

Section 1(a). During the period of January 1, 1996 through June 30, 1999 the Employer will provide health insurance coverage as described in general terms herein.

New Jersey Blue Cross

Three Hundred Sixty-Five (365) full benefit days of hospital care, all conditions per admission.

In-patient radiation therapy.

Eligible dependent children below the age of twenty-five (25).

Major Medical, New Jersey Blue Cross

Twenty Thousand (\$20,000.00) Dollars maximum per condition - no lifetime maximum.

One Hundred (\$100.00) Dollars deductible - only two (2) deductibles for family.

Carry over deductible.

Eighty/Twenty (80/20) co-insurance.

Average semi-private room.

Tuberculosis and mental in hospital.

Out of hospital mental and Eighty/Twenty (80/20) co-insurance.

Blood Rider and Vision Care Rider.

Eligible dependent children below the age of twenty-five (25).

New Jersey Blue Shield

Prevailing fees for area.

Eligible dependent children below the age of twenty-five (25).

Rider J

Three Hundred Sixty-Five (365) physician visitations.

Prevailing fees for the area.

Eligible dependent children below the age of twenty-five (25).

(b) The Employer, Township of Dover will continue the practice of allowing an employee to switch to and from Blue Cross Blue Shield Pace and Blue Cross Blue Shield HMO plans during the yearly enrollment period.

Section 2(a). The Employer agrees to provide a drug plan. The prescription co-pay shall be Three Dollars and Fifty (\$3.50) Cents co-pay for generic drugs and \$5.00 (Five Dollars) co-payment for brand name drugs providing the employer remains with the Blue Cross/Blue Shield program. In the event that the employer changes insurance carriers, regardless of the the type or nature of coverage afforded in the new plan, the co-payment will be reverted back to the \$3.50 for all prescriptions.

Section 3. The Employer agrees to provide the Direct Dental Network, a subsidiary of BC/BS with applicable current riders. The maximum premium the Employer shall pay toward this plan shall be the premium cost of the Dental Plan effective as of January 1, 1980, plus One Dollar and Fifty (\$1.50) Cents. Any

premium cost above this amount shall be borne by the individual Employee.

Effective January 1, 1983, the Employer shall increase the premium payment for dental insurance by not more than One Hundred (\$100.00) Dollars per Employee over the 1982 premium to fund improved dental coverage.

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.

Section 7. The Employer shall have the right to deduct as a payroll deduction a medical insurance co-payment of \$300 per employee during the year 1996. For 1997 the per employee annual deduction shall be \$375.00. Effective January 1, 1998 and thereafter the medical insurance co-payment deduction shall be \$450.00 per employee. All employees who retired prior to January 1, 1996 shall not be affected by this insurance co-payment provision. Further, the parties agree that retirees Davidson and Hanks who retired during the calendar year 1996 shall not be affected by any insurance co-payment.

ARTICLE XIV

CLOTHING ALLOWANCE

Section 1. Effective January 1, 1996 all employees covered by this agreement shall receive One Thousand (\$1000.00) Dollars per year clothing and maintenance allowance. Payment shall be made in January of each year. For the calendar year 1996 only \$200.00 of clothing allowance shall be subtracted from the \$300.00 medical insurance co-pay due to the Township.

Section 2. Each member of the Union assigned to plain clothes shall be paid a subsistence allowance at the rate of Twelve Dollars and Fifty (\$12.50) Cents per month in addition to the \$1,000.00 per year clothing and maintenance allowance.

Section 3. Probationary Officers shall receive clothing and maintenance allowance on a pro-rata basis.

Section 4. In the event that all or part of the present uniform is changed, then the cost of such changes shall be borne by the employer and not be considered part of the yearly clothing allowance.

ARTICLE XV

FALSE ARREST AND LIABILITY INSURANCE

Section 1. The Employer will indemnify all Employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Section 2. Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

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 malicious, 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 provision 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 Fireman'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 **Sections 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 reserves the right to amend such Table of Organizations 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

A grievance is a claim by an officer, Association, or Employer based upon the interpretation, application, or violation of this Agreement, policies or administrative decision and practices affecting a Officer, group of Officers, or the Employer.

Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Township, who might be required to take action or against whom action might be taken in order to resolve the claim.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Police Officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Level One - Immediate Superior

An Officer with a grievance shall first discuss it with his immediate superior within fifteen (15) days, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Level Two - Chief of Police/Township

If the aggrieved person is not satisfied with the

disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association shall refer it to the Chief of Police who shall confer with the Township on said grievance.

Level Three - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Chief, he may, within five (5) days after a decision by the Chief or fifteen (15) days after the grievance was delivered to the Chief, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

(b) Within ten (10) days after such written notice of submission to arbitration, the Association and the Township shall attempt to agree upon a mutually acceptable Arbitrator and shall obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within the specified period, a request for a list of

Arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and regulations of the Public Employment Relations Commission.

(c) The Arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on the parties.

(d) The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Association. Any other expenses incurred shall be paid by the party incurring same. All costs shall be known prior to the selection of the Arbitrator.

Rights of Members to Representation

1. Member and Association

Any aggrieved person may be represented at all stages of the Grievance Procedure by himself, or, at his option, by representative(s) selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the Grievance Procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Township or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the Grievance Procedure by reason of

such participation.

Advanced Step Filing

Any grievance affecting either a class of members, or whose decision will have an effect on the membership of this Association shall be commenced at **Level Two**, Chief of Police - Township.

It is understood that the filing of any grievance shall be at the level of jurisdiction necessary to render the relief sought by the grievant or the Association.

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 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.

ARTICLE XXI

SALARY

Section 1. Retroactive to 1996 and 1997 the pay rates for employees covered by this agreement shall be as set forth on Appendix A annexed.

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 such assigned classifications.

Section 3. The rank of First Sergeant shall be paid at the salary classification rate for Lieutenant of Police.

ARTICLE XXII

LONGEVITY

Section 1. Each Employee shall be paid, in addition to his current annual wage, a longevity increment based on his years of continuous employment with 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 XXIII

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 express 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 Uniform shall submit in writing the name or names of his prospective outside Employer to his Commanding Officer.

ARTICLE XXIV
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. Eligible Employees may elect to take the entitlement provided by this **Article** as pay.

Section 2. A maximum of one hundred 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 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.

Section 3. Sick leave will be paid as terminal leave, under **Section 2**, at the rate of pay existing at the date it is taken and it shall be based upon the employee's earned base pay including longevity payment.

ARTICLE XXV

MAINTENANCE OF OPERATIONS

Section 1. It is recognized that the need for continued and uninterrupted operation of the Township 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 other such 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, 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 XXVI

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 (7½) 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 education 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 XXVII

ASSOCIATION RIGHTS

Section 1. The Township agrees to furnish to the Dover Township Police Officers' Association, Inc. in response to its requests all available information within the public domain.

Section 2. The Association and its representatives shall have the right to use Township buildings at all reasonable hours for meetings. The Business Administrator of the Township shall be notified in advance of the time and place of all such meetings. This right shall be upon approval of the Township; such approval shall not be unreasonably denied.

Section 3. The Association shall have the right to use Township facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

Section 4. The Association right to use the Township facilities and equipment under this Section shall be upon permission of the Township; such permission shall not be unreasonably withheld.

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 provisions 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, 1996 through June 30, 1999.

Section 2. In the absence of written notice given no more than one hundred eighty (180) days, nor less than one hundred fifty (150) 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 change 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

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the Department shall not be subject to

any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Department, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than departmental investigations, if an Officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

9. Under no circumstance shall the Employer offer or direct the taking of a polygraph examination for any Employee covered by this Agreement.

ARTICLE XXXI

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

29th day of SEPTEMBER, 1997.

TOWNSHIP OF DOVER

By:

George E. Wittmann, Jr. Mayor

ATTEST:

Barbara A. Iasillo
Barbara A. Iasillo, Clerk/Administrator
Clerk/Administrator

DOVER TOWNSHIP POLICE
OFFICERS' ASSOCIATION, INC.

ATTEST:

By:

Craig Rucki
President

Ralph Stocco
Secretary RALPH STOCO

APPENDIX A

SALARY

	<u>EFF.</u> <u>1/1/96</u>	<u>EFF.</u> <u>1/1/97</u>	<u>EFF.</u> <u>1/1/98</u>	<u>EFF.</u> <u>1/1/99</u>
Captain	\$80,550	\$84,175	\$87,963	\$92,141
Lieutenant	70,404	73,572	76,883	80,535
Sergeant	61,537	64,306	67,200	70,392