

**AGREEMENT**  
**BETWEEN**  
**THE TOWNSHIP OF DOVER**  
**NEW JERSEY**  
**AND**  
**NEW JERSEY STATE**  
**FRATERNAL ORDER OF POLICE LABOR COUNCIL**  
**LODGE #156**  
**SUPERIOR OFFICERS**  
**CAPTAINS, LIEUTENANTS, SERGEANTS**

**JULY 1, 2003 – JUNE 30, 2007**

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**PREAMBLE**

This agreement made and entered into this 23<sup>rd</sup> day of Sept., 2003, 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 **NEW JERSEY STATE FRATERNAL ORDER OF POLICE LABOR COUNCIL LODGE #156** hereinafter referred to as the "Union" and represents the complete and final understanding by the parties on all bargainable issues.

**ARTICLE 1**

**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 supervisory personnel including Sergeants, Lieutenants and Captains of the Police Department of Dover Township, excluding all the regular, full-time Police Officers, Detectives, Safety Officers and Police Chief and all other Employees of the Township.

## 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/her designee, and the President of the Union or his/her designee, shall be the respective negotiating agent 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 representatives, exclusive of counsel, exceed three (3).

## ARTICLE III

### CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

#### GRIEVANCE COMMITTEE

##### 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 the 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 conducting of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Police Officers 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.

#### CONVENTION COMMITTEE

##### Section 2.

The Employer agrees to grant the necessary time off without loss of pay to the President of the Local Lodge and such other members of the Union selected as delegates to attend any State or National Conventions of the New Jersey State Fraternal Order of Police and or Fraternal Order of Police Labor Council.

## 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 any Police Officer such rights as he or she may have under New Jersey Laws or any other applicable laws and regulations. The rights granted to Police 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 their personnel folder at least two (2) times a year. The Township shall make available for inspection by the Officer all material within their personnel folder. An Employee shall have the right to respond to material in their 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 employment therein, except in accordance with N.J.S.A. 40A:14-147 or other applicable laws.

**SECTION 5.**

Whenever an officer is required to appear in any disciplinary proceeding concerning any matter which could adversely affect may continuation of that officer in their 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 Union present to advise him/her and represent him/her during such proceedings.

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



## ARTICLE V

### SICK LEAVE

#### Section 1.

All permanent full-time regular Employee 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, children of the employee and individuals co-habiting with the employee in a manner to a spouse.

#### 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 their absence at least three (3) hours prior to the start of their shift except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report their absence as promptly as possible. Employees who normally report to work at seven (7:00A.M.) or eight (8:00 A.M.) shall report their absence at least two (2) hours prior to the start of their 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 there from a maximum period of one (1) year from the date of disability, provided such employee is incapable of performing their 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.

**SICK LEAVE LOANS**

**Section 7.**

Employees will be allowed to loan their accumulated sick leave to any other employee who has exhausted his or her accumulated time off due to a lengthy illness or injury, so that the recipient may remain on the payroll of the Township until such time as all leave is exhausted.

- a. Employees who wish to loan their accumulated sick leave shall be reimbursed by the Recipient. As the recipient is credited with new sick leave time at the beginning of each year, he or she must use fifty (50%) percent of the time towards reimbursement of loaner(s) until the loan is repaid in full.
- b. The recipient may use sick leave to reimburse loaner(s); however, the loaner(s) shall receive reimbursement in that type of time which was originally loaned. If a recipient dies or resigns prior to reimbursement, the loaning officer (s) must forfeit the loaned time.

- c. In no event shall any employee be allowed to loan more than one (1) week of their Accumulated time or fifty (50%) percent of their accumulated leave balance, whichever is less during any one calendar year.

## 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 and 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 numbers, and all removals of employees from the employer's payroll.

**Section 5.**

Any employee in the bargaining unit or 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 department and any employee previously employed within the department who does not join within ten (10) days of re-entry into employment within the department 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.

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, 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, promote, transfer, assign or retain employees in positions within the Department , 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 and non-productive. Such reduction in the police departments level of certified personnel as described in Article I.

Section 2 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 other applicable laws.

## 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 representative 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 Supervisors. If an employee or employees believe a rule, regulation, or instruction or order of an Officer or other Supervisor 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 of 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 union 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 union as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the union from grieving the application or interpretation of any rule or regulation in accordance with Article II



## 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. If practicable, officers will be given one week notice prior to changing their schedule tour of duty in other than a declared state of emergency.

#### 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 union 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 straight time only.

#### Section 5.

Officers covered by this agreement 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.

**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.

**Section 7.**

The Chief of Police may, from time to time, call general police meetings, not to exceed three (3) annual, and the parties agree that no payment shall be made to the employees covered by this agreement for attendance at said meetings.

## ARTICLE IX

### OVERTIME

#### Section 1.

The employer agrees that overtime consisting of time and one-half (1 ½) 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 worked in excess of the normal work day unless such overtime is authorized the Chief of Police or his/her designee.

#### 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 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 their normal assignment they shall be paid overtime at one and one-half (1 ½) time for all time worked during such period but in no such case shall they be paid for less than four (4) hours irrespective of actual time worked.

**ARTICLE X**

**VACATIONS**

**Section 1.**

Each member of the Department who has had the length of continued employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at their 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 department 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 their 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 anniversary date, that is, they need not be deferred until the actual anniversary date. 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.

Accrued but unused vacation leave may accumulate and be carried over from year to year. An employee will be entitled to carry over no more than forty hours vacation and shall not be entitled to carry over any vacation leave from the year immediately preceding his retirement.

**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 or December shall be based exclusively upon seniority among the employees.
- (c) No employee shall be assigned more than two (2) weeks vacation during June, July, August or December unless otherwise authorized by the Chief of Police.

## ARTICLE XI

### BEREAVEMENT

#### Section 1.

Every employee may be granted leave with pay upon the death of a member of their 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, co-habitant, stepchildren and spouse's parents, brothers and sisters and grandparents of employee or spouse.

#### Section 2.

At the Chief's discretion with due regard to staffing consideration, the employer agrees to allow up to two officers to attend funeral (s) of New Jersey Police Officers killed in the line of duty with pay and may provide the use of a department vehicle to the officers attending the funeral.

**ARTICLE XII**

**PERSONAL/EMERGENCY DAYS**

**Section 1.**

Employees shall be entitled to three (3) personal days per year.

**Section 2.**

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 sufficient police operations.

## ARTICLE XIII

### HOSPITAL AND MEDICAL INSURANCE

#### Section 1.

During the period of this contract, the Employer will provide health insurance coverage as described in general terms herein to the employee, spouse and eligible dependent children below the age of twenty-five (25).

#### Horizon Blue Cross Blue Shield of New Jersey

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, Horizon Blue Cross Blue Shield of New Jersey

No lifetime or condition maximum

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

Carry over deductible, Eight/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)

#### Horizon Blue Cross Blue Shield of New Jersey

Prevailing fees for area.

#### Rider J

Three Hundred Sixty-five (365) physicians visitations.

Prevailing fees for area.

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



**Horizon Blue Cross Blue Shield of New Jersey Horizon POS Plan**

No lifetime cap.

**Section 2 .**

The employer Township of Dover will continue the practice of allowing an employee to switch to and from Horizon Blue Cross Blue Shield of New Jersey Traditional Plan and Horizon Blue Cross Blue Shield of New Jersey Horizon POS plan during the yearly enrollment period.

**Section 3 .**

During the period of this contract the Employer agrees to provide a drug plan. The prescription co-pay shall be \$5.00 (Five dollars) co-pay for generic drugs and \$10.00 (ten 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 type or nature of coverage afforded in the new plan, the co-payment will be reverted back to the \$5.00 (five dollars) for all prescriptions.

**Section 4.**

The employer agrees to provide the Direct Dental Network, a subsidiary of BC/BS with applicable current riders. The premium the employer shall pay toward this plan shall be (\$300.00) Three Hundred Dollars. Any increased cost above the 2003-2004 premium amount shall be borne equally by both parties. This plan shall have a (\$2,000.00) two thousand dollar annual cap.

**Section 5.**

The township shall institute an IRS "cafeteria plan" for employees who may elect to participate in this plan for all medical costs, which are payroll deducted.

**Section 6.**

Pursuant to authority set forth in public laws N.J.S.A. 40A:10-23, the employer agrees to provide such benefits enumerated in Sections 1 through 4 of this Article to all regular police officers who have retired.

- A. All regular police officers employed on or before September 2, 1999 and who thereafter retire, shall be entitled to such benefits enumerated in Sections 1 through 4 of this Article, provided that as of the date of retirement:
- 1) Employee has 25 years or more service credit in the PFRS, PERS, SPRS or TAPF retirement systems and 20 years or more of service with the employer.
  - 2) The employee provides the employer with at least one-year advance written notice of the employee's effective date of retirement, except for those employees who are eligible to retire with health benefits under the conditions set forth herein prior to September 1, 2000. Said employees shall provide the employer with such advance written notice as is practicable except in such instances where the employee is unable to do so due to an emergency or extraordinary circumstance.
  - 3) Regular police officers of the department shall notify the employer of any service Credit which they may have accumulated in any of the above designated retirement systems prior to September 2, 1999, with an employer other than the Township of Dover. Any employee purchasing back retirement system service credit after September 2, 1999 shall not be eligible for the retirement health benefits provided for herein unless as of the date of said employee's retirement, said employee has 25 years or more service with the employer
  - 4) All regular police officers of the department shall continue to receive those benefits Provided under Dover Township Ordinance Number 3409-99, entitled "Ordinance Amending and Supplementing Chapter 18 (Employee Regulations and the Benefits) of the 'Code of the Township of Dover New Jersey' " the provisions of which are incorporated herein by reference.
  - 5) Any regular police officer employed by the employer on or before September 2, 1999, who suffers an on-the-job accidental injury, which does not otherwise qualify as an on-the-job traumatic accidental injury covered under

Chapter 18-14 H (1), (Employee Regulations and the Benefits) of the 'Code of the Township of Dover New Jersey' and which is of such significance that the regular police officer is permanently disabled from continuing their employment with the Township of Dover, shall be entitled to retirement health benefits specified herein, subject to Ordinance 3482-99, as long as the regular police officer has 15 years of service with the employer. The decision of the New Jersey Division of Pensions based upon their interpretation of the appropriate regulations and law, shall be final with regard to whether the injury permanently disabled the regular police officer. Any regular police officer of the department employed after September 2, 1999, shall not be entitled to retirement health benefits specified in the Section, unless said regular police officer has 20 years or more service with the employer.

- B. All regular police officers of the department employed by the employer after September 2, 1999 and who thereafter retire shall be entitled to such benefits enumerated in Sections 1 through 4 of this Article, provided that as of date of retirement:
- 1) The regular police officers has 25 years of service credit in the PFRS, PERS, SPRS, TPAF retirement systems and 25 years or more of service with the employer.
  - 2) Regular police officers of the department shall continue to receive those benefits Provided under Dover Township Ordinance Number 3409-99, entitled Ordinance Amending and Supplementing Chapter 18 (Employee regulations and benefits) of 'Code of Township of Dover, New Jersey"', the provisions of which are incorporated herein by references.

**Section 7.**

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

**Section 8.**

The employer may change insurance carriers at its option, provided substantially similar benefits are provided.

**Section 9.**

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. If a retiree does not timely remit to the Township any co-pay amounts due, the Township will notify the union of delinquency.

**ARTICLE XIV**

**CLOTHING ALLOWANCE**

**Section 1.**

All employees covered by this agreement shall receive allowances for clothing and maintenance according to the following schedule:

2003	\$1,100.00
2004	\$1,200.00
2005	\$1,200.00
2006	\$1,300.00

Payment shall be made in January of each year.

All officers must have a class "C" uniform.

**Section 2.**

Each member of the Department 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 allowances of **Section 1** of this article.

**Section 3.**

Probationary Officers shall receive clothing and maintenance allowance on a pro-rated 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 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/her 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

#### Section 1.

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, and Sergeants as assigned to the respective divisions within the police department.

#### Section 2:

Such authorized allowances 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 three (3) years. 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 Department, 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 a police officer, union, or employer based upon the interpretation, application, or violation of this agreement, policies or administrative decisions and practices affecting a police officer, group of police officers, or the employer.

#### Party in Interest

A "party in interest" is the person or persons making the claim and any person including the union 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 Supervisor

A police officer with a grievance shall first discuss it with their immediate supervisor within fifteen (15) days, either directly or through the union'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 their grievance at **Level One**, or if no decision has been rendered within five (5) days after the presentation of the grievance, they may file the grievance in writing with the union 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 union 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 the grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Chief, who 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 union submit its grievance to arbitration. If the union 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 union 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 union 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 union. 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 Union**

Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or at their option, by representatives selected or approved by the union. When a member is not represented by the union, the union 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 union, or any other participant in the grievance procedure by reason of such participation.

#### 3. **Advanced Step Filing**

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

3a. 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 union.

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 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:

The salary for officers shall be 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 classification beginning on the thirty-first day of employment in the higher job classification. Any employee who is assigned to a higher job classification for fewer than thirty days would not be entitled to payments at the hourly rate of the assigned classification.

#### MEMO: "OUT OF RANK" Grievance Resolution 7-30-01, DKT #CO-2001-255

- a. In those circumstances where an out of rank officer is assigned to higher duties to replace an absent supervisor/officer and that supervisor/officer returns to duty on a sporadic basis, then in that situation both officers will assume a joint command status.
- b. In those circumstances where the absent supervisor/officer returns and performs in his full capacity, the "out of rank" officer will not be paid at the higher rank for those days.
- c. In those circumstances where the "out of rank" officer performs in the full function of the higher rank, he will be paid at the higher rank.
- d. The above joint command status shall be established or terminated by written order of the Chief of Police.

**ARTICLE XXII**

**LONGEVITY**

**Section 1:**

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

<b><u>Years of Service</u></b>	<b><u>Increment of base pay</u></b>
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 their 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 expressed permission of the Chief of Police, or his/her designee. Every employee planning to be engaged in outside employment during the off duty hours wearing the regulations Dover Township uniform shall submit in writing the name or names of their prospective outside employer to their 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 their 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 they wish to take the terminal leave to which they are 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 their 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 department 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 inequity for injunction or damages, or both, in the event of such a breach by the union or members of the Department.

**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 their 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 they 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 ½) years, and have a minimum of ten (10) college credits in job related course, 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 there under shall be in addition to the lump sum payment portion of the aforesaid plan.

## ARTICLE XXVII

### UNION RIGHTS

#### Section 1.

The Township agrees to furnish to the union in response to its requests all available information within the public domain.

#### Section 2.

The union and its representative 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 union 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 union shall pay for the reasonable costs of all materials and supplies incident to such use.

#### Section 4.

The union's 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 will be renegotiated by the parties if a legal mechanism can be utilized to effectuate the parties intent. 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 July 1, 2003 through June 30, 2007.

#### 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 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, they 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 they 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 state of the proceedings, the department shall afford an opportunity for members of the department, if they so request, to consult with counsel

and/or their 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 their union representative. "

7. In cases other than departmental investigations, if an officer is under arrest or if they are suspect or the target of a criminal investigation, they shall be given their 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 circumstances shall the employer offer or direct the taking of a polygraph and/or a voice stress analysis examination for any employee covered by this agreement.

## ARTICLE XXXI

### CRITICAL INCIDENT STRESS UNIT

#### Crisis Intervention Program

The New Jersey State Fraternal Order of Police and/or the Fraternal Order of Police Labor Council, Inc. and the Township recognize that the unique nature law enforcement services often expose personnel to traumatic incidents and occurrences, which may be dangerous and damaging to the psychological health of employees. Acknowledging that such incidents may adversely affect the health and welfare of its employees a crisis intervention program is designed to address such public health concerns precipitated by traumatic incidents.

“Critical Incident” refers to any of the following:

1. Any event involving the firing of a weapon or an exchange of gunfire.
2. Serious bodily injury to or the death of a juvenile.
3. A hostage situation.
4. Injury or death of an associate law enforcement officer.
5. A terrorist act.
6. Severe personal injury in the line of duty.
7. A severe emotional or psychologically stressful event deemed traumatic by the Chief Of Police.

The union and the township agree to meet to discuss establishment of an appropriate Crisis Intervention policy.

## ARTICLE XXXII

### COMPENSATORY TIME

#### Section 1.

Overtime duty shall be compensated in money payment at the rate of time and one-half. Provided, however that the employee may elect to receive compensatory time off at the rate of time and one-half in lieu of overtime.

#### Section 2.

The township shall not discriminate in offering overtime assignments to any employee on account of employee's willingness or unwillingness to accept compensatory time off or money payment, nor shall the township attempt to influence any employee's election to receive compensatory time off or money payment.

#### Section 3.

Compensatory time off shall be administered, scheduled, and made available in the same fashion as vacation is administered, scheduled and made available.

#### Section 4.

An employee shall be permitted to accumulate a total of one hundred eighty (180) hours compensatory time off. Any election to receive overtime payment in the form of compensatory time off in excess of the said one hundred eighty (180) hours shall be disregarded by the township and the employee shall be paid in money for such time.

#### Section 5.

Should any employee accumulate over 180 hours of compensatory time for any reason, and the township desires to reduce this amount by either payment or time off, any reduction shall first be discussed with the employee and a reasonable reduction timetable shall be implemented.

**Section 6.**

Following the date of execution of this agreement, compensatory time off must be taken as time off by the employee within twelve (12) months after it was credited. Failure to use such time shall result in its forfeiture, provided however, that if the said time cannot be taken as time off because of the denial of its use by the township, the said time shall not be forfeited by, but paid in money on the next pay date regularly scheduled following the employee's demand for same.

## ARTICLE XXXIII

### DIRECT DEPOSIT OF PAYCHECKS

#### Section 1.

At the option of the employee the township shall direct deposit the employee's paycheck into the bank account of the employees choice. This benefit, if implemented, shall be subject to the following restrictions which will be applicable to all employees regardless of whether such employee opts to utilize direct deposit.

- A. At least 25% of the employees within the bargaining unit shall request direct deposit of paychecks.
- B. During the first year of implementation only one account per employee may be selected as a direct deposit account, unless approved by the township.
- C. Once enrolled in a direct deposit program an employee must stay enrolled for at least one year.
- D. All payroll direct deposits into individual employee accounts are contemplated to be credited on 9:00 a.m. on each applicable Friday payday.
- E. All paper paychecks provided to employees will not be made available for distribution until after 12:01 a.m., on each applicable Friday pay day.
- F. The township may deposit funds or issue pay checks earlier than cited in the above sections at their discretion.

## ARTICLE XXXIV

### DEATH OF OFFICER IN THE LINE OF DUTY ACCRUED BENEFITS

#### Section 1.

The township will work in conjunction with the union to insure that the family of any officer killed in the line of duty shall receive any and all benefits to which they are entitled. This shall include but is not limited to any local, county, state or federal benefits.

#### Section 2.

Upon the death of an officer in the line of duty, the township shall continue to pay full insurance premiums for all medical coverage for dependents up to a maximum of three (3) years or until spouse remarries or obtains equal coverage.

#### Section 3.

Upon the death of a police officer any accrued benefits earned shall be paid to their spouse or children or to the estate of said police officer if required by law.



**ARTICLE XXXV**

**RETIRED BADGES**

**Section 1.**

The township by ordinance shall arrange for the presentation of the officers badge upon his retirement.

ARTICLE XXXVI

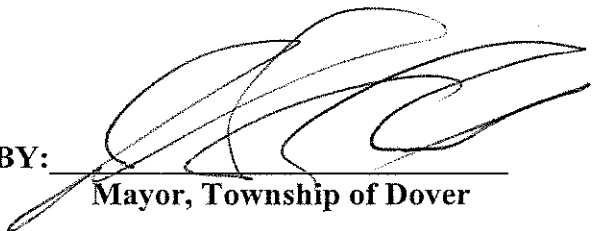
COMPLETENESS OF AGREEMENT

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 both of the parties at the time they negotiated or signed this agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representative, set their hands and seals this 23<sup>rd</sup> day of September 2003.

TOWNSHIP OF DOVER

Attest: Barbara A. Jucis  
Clerk/Administrator

BY:   
Mayor, Township of Dover

Attest: Brian E. Nusta  
Secretary  
New Jersey State FOP Lodge #156  
Dover Twp. Police Department  
N. J. State FOP Labor Council, Inc.

BY: Leonard C. Way  
President  
New Jersey State FOP Lodge #156  
Dover Twp., Police Department  
N.J. State FOP Labor Council, Inc.

**APPENDIX A**

**PAY SCALE**

**SUPERIOR OFFICER'S BASE SALARY GUIDES**

	<b><u>CAPTAIN</u></b>	<b><u>LIEUTENANT</u></b>	<b><u>SERGEANT</u></b>
2003-2004	\$113,924.94	\$100,426.52	\$88,518.43
2004-2005	\$118,481.93	\$104,443.58	\$92,059.17
2005-2006	\$123,221.21	\$108,621.32	\$95,741.54
2006-2007	\$128,150.06	\$112,966.17	\$99,571.20

**APPENDIX B**

**Sidebar Agreement**

The Township of Dover shall pay each employee six days holiday pay at their respective 2003 pay-rate after adjustments of days used, if necessary.