

3-0038

AGREEMENT

BETWEEN

DOVER TOWNSHIP

AND

DOVER TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 137

DATED JANUARY 1, 1971

THIS BOOK IS NOT CIRCULATING

I N D E X

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition and Scope of Agreement	2
II	Collective Bargaining Procedure	3
III	Conducting Union Business on Employer's Time	4
IV	Discrimination and Coercion	5
V	Sick Leave	6
VI	Check-Off	7
VII	Management	8
VIII	Hours	9
IX	Overtime	10
X	Vacations	11
XI	Death in family	13
XII	Holidays	14
XIII	Hospital and Medical Insurance	15
XIV	Clothing Allowance	16
XV	False Arrest and Liability Insurance	17
XVI	Bulletin Board	18
XVII	Pensions	19
XVIII	Vacancies	20
XIX	Discharge and Suspension	21
XX	Grievance Procedure	22
XXI	Arbitration	24
XXII	Wages	25
XXIII	Longevity	26
XXIV	Savings Clause	27
XXV	Duration	28
XXVI	Completeness of Agreement	29

THIS AGREEMENT made as of this 1st day of January 1971, by and between the Township of Dover, a municipality in the County of Ocean, State of New Jersey, hereinafter referred to as the "Employer" and Dover Township Policemen's Benevolent Association, Local 137, hereinafter referred to as the "Union".

W I T N E S S E T H:

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

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

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

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

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

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

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

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

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

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

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

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

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

Section 3. The Employer agrees to grant the necessary time off without loss of pay to the members of the Union selected as delegates to attend any State or National convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

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

ARTICLE V

SICK LEAVE

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

Section 2. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Employer.

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 from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

ARTICLE VII

MANAGEMENT

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

- (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- (b) Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the Employer and in that regard to establish reasonable work rules.
- (c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

ARTICLE VIII

HOURS

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

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

ARTICLE IX

OVERTIME

Section 1. The Employer agrees that overtime consisting of time and one half time shall be paid to all employees covered by this agreement for hours worked in excess of the regular work day consisting of eight (8) consecutive hours, except as hereinafter set forth.

Section 2. Employees shall not be paid overtime for hours in excess of eight (8) hours unless such overtime is authorized by the Chief of Police.

Section 3. It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the work day of eight (8) consecutive hours.

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

ARTICLE X

VACATIONS

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

1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 25 years	5 weeks
25 years and over	6 weeks

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

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

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

- (a) Selection of vacation shall be based on seniority.
- (b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time unless mutually agreed to by the parties.
- (c) Vacation period assignments during June, July, August and December shall be based exclusively upon seniority among the employees.
- (d) No employee shall be assigned more than two (2) weeks vacation during June, July, August and December.

ARTICLE XI

DEATH IN FAMILY

Section 1. Every employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days if outside the State, with the consent of the Chief of Police. Immediate family shall include spouse, children, parents, brothers and sisters and spouse's parents, brothers and sisters, and grandparents of employee or spouse.

ARTICLE XII

HOLIDAYS

Section 1. The following shall be recognized as holidays paid at eight (8) hours straight time under this Agreement:

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

Christmas Day

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

Section 3. It is recognized by both parties that employees of the Police Department may not, by reason of Departmental business, enjoy the aforesaid holidays by working on those dates. Therefore, in lieu of the holiday itself, such employee shall receive compensating time off, at his discretion, subject to the provisions of Article VII herein. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

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 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.

ARTICLE XIII

HOSPITAL AND MEDICAL INSURANCE

Section 1. Hospital and medical insurance shall be provided for as set forth from time to time in the Dover Township Ordinances.

ARTICLE XIV

CLOTHING ALLOWANCES

Section 1. A clothing allowance in the amount of \$200.00 per year shall be paid by the Township of Dover for all employees, as heretofore.

Section 2. A dry cleaning allowance in the amount of \$150.00 shall be paid by the Township of Dover for all employees, as heretofore.

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

ARTICLE XV

FALSE ARREST AND LIABILITY INSURANCE

The Employer will reimburse each employee and/or the Union for the cost of procuring and maintaining false arrest and liability insurance to cover such employee in the performance of his duties. The amount and extent of such insurance shall be subject to the prior approval of the Employer.

ARTICLE XVI

BULLETIN BOARD

Section 1. The Employer will provide a bulletin board in a conspicuous location in the patrol division headquarters for the use of the Union for posting notices concerning Union business and activities. All such notices shall be posted only upon the authority of officially designated Union representatives and shall not contain salacious, inflammatory or anonymous material.

ARTICLE XVII

PENSIONS

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

ARTICLE XVIII

VACANCIES

Section 1. The Employer shall by Ordinance set forth the number of Captains, Lieutenants and Sergeants that the Police Department shall have in its force. The Employer reserves the right to amend such table of organization as it deems necessary to do so in the best interests of the Township of Dover.

ARTICLE XIX

DISCHARGE AND SUSPENSION

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".

ARTICLE XX

GRIEVANCE PROCEDURE

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

Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Union or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within forty-eight (48) hours.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the Union within the time set

forth in Step 1, the Union shall prepare the grievance in writing in duplicate, and furnish one copy to the Police Chief, the other to the Township Clerk. This presentation shall set forth the position of the Union, and at the request of either party, discussions may ensue. The Police Chief shall answer the grievance in writing within forty-eight (48) hours after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Union within the time set forth in Step 2, the grievance will be acted upon by the Township Committee.

Section 4. Nothing herein is intended to deny an employee the right of appeal as expressly granted in Title 40 of the Revised New Jersey Statutes.

ARTICLE XXI

ARBITRATION

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

Section 2. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

Section 3. All submissions to arbitration must be made within a reasonable time.

Section 4. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE XXII

WAGES

The annual basic wage for each of the classifications shown for the period designated as follows:-

<u>CLASSIFICATION</u>	<u>PERIODS</u>	
	<u>January 1, 1971</u> <u>December 31, 1971</u>	<u>January 1, 1972</u> <u>March 31, 1973</u>
Captain	14,170	15,020
Lieutenant	13,080	13,865
D/1st/S/Sgt.	12,535	13,285
Sergeant	11,990	12,710
Det/S.O.	11,445	12,130
Ptl. 4th Year	10,900	11,555
Ptl. 3rd Year	9,910	10,505
Ptl. 2nd Year	9,195	9,745
Ptl. 1st Year	8,595	9,110

As provided for in Article XXV wages for the period January 1, 1973 to March 31, 1973 may be the subject of renegotiation when a new Agreement is negotiated.

ARTICLE XXIII

LONGEVITY

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

YEARS OF SERVICE	INCREMENT OF ANNUAL WAGE
Upon Completion of 3 years of service	2%
Upon Completion of 5 years of service	4%
Upon Completion of 9 years of service	6%
Upon Completion of 12 years of service	8%
Upon Completion of 15 years of service	10%

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

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

ARTICLE XXIV

SAVINGS CLAUSE

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

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

ARTICLE XXV

DURATION

Section 1. This Agreement shall be in effect from January 1, 1971 to and including March 31, 1973.

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

Section 3. In the event such notice is given negotiations shall begin not later than thirty (30) days prior to the expiration date and this Agreement may be opened to consider the question of annual base wages for the period January 1, 1973 to March 31, 1973 and for no other retroactive purpose.

Section 4. If, following receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days' notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXVI

COMPLETENESS OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 15th day of April 1971.

TOWNSHIP OF DOVER

By Ernest A. Buhr
ERNEST A. BUHR Mayor

ATTEST:

Manuel Hirshblond
MANUEL HIRSHBLOND
Township Clerk

DOVER TOWNSHIP LOCAL 137,
POLICEMEN'S BENEVOLENT ASSOCIATION

By David Ireland
DAVID IRELAND President

Sworn and subscribed to before me this 15th day of April, 1971

Dorothy Hughes

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 21, 1971