

AGREEMENT

BETWEEN

THE TOWN OF DOVER

and

**THE POLICEMEN'S BENEVOLENT ASSOCIATION
DOVER NO. 107**

January 1, 2023 through December 31, 2025

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Association Dover Local No. 107

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 20____, to be effective as of January 1, 2023, by and between THE TOWN OF DOVER, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the “Employer”, and THE POLICEMEN’S BENEVOLENT ASSOCIATION, DOVER LOCAL NO. 107, hereinafter referred to as the “Association.”

WITNESSETH:

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968 of the State of New Jersey, its amendments and supplements hereto, the Employer and Association have met and negotiated the terms and conditions of employment of the police officers for the years 2023 through 2025; and

WHEREAS, both Employer and the Association believe in the soundness of the principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an agreement respecting the terms and conditions of employment; and

WHEREAS, it is in the mutual best interest of the Employer and the Association to promote and maintain a harmonious relationship in order that a more efficient and progressive public service may be rendered;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

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ARTICLE 1 - RECOGNITION

Section 1. The Employer agrees to recognize and deal with the Association through its designated representative as the sole and exclusive bargaining agent of all police officers and detectives (rank and file law enforcement) in the Town of Dover Police Department, excepting the Police Chief, Deputy Chief, Captains, Lieutenants, and Sergeants within the Town of Dover Police Department. This Agreement does not extend to members of the Association not employed by the Town of Dover.

Section 2. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Section 3. The Association Delegate within PBA Local 107 shall be permitted to attend monthly meetings of the State PBA without loss of pay, not to exceed nine (9) working days in any one year. Statutory rights shall remain unimpaired.

ARTICLE 2 - COVERAGE

Section 1. It is intended that this Agreement shall cover matters pertaining to employment, wages, hours, and working conditions concerning the employees covered by this Agreement within the Town of Dover Police Department.

Section 2. Any reference to the Chief of Police in this Agreement may alternatively mean, when applicable, the Officer in Charge of the entire Dover Police Department.

ARTICLE 3 - DISCRIMINATION

Section 1. There will be no discrimination by supervisory or other employees of the Employer not included in the unit covered by this Agreement against any employee because of membership or activities in the Association.

Section 2. The Association agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Association will solicit members, dues or funds during the working hours of employees involved.

Section 3. The Association and the Employer reaffirmed their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age, national origin, or any other status of the employee that is protected by law.

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ARTICLE 4 - SICK LEAVE

Section 1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established by regulation.

Section 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 3. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee for days taken in excess of days provided under Section 8 of this Article. A certificate of a reputable physician in attendance may be required as sufficient proof of need of sick leave of the employee or the need of the employee's attendance upon a member of the employee's immediate family in cases where sick leave taken exceeds three (3) consecutive working days or where there is a reasonable basis to question the need for such sick leave. In case of sick leave due to contagious diseases, a certificate from the Department of Health may be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

Section 4. (a) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment except as set forth below. Upon termination, the appointing

authority shall certify to the Civil Service Commission the employee's permanent record.

(b) Subject to a cap of \$15,000 for police officers hired on or after May 21, 2010, an employee who leaves employment with at least ten (10) years of accredited service shall be entitled to a cash payment equaling thirty-three and one third (33-1/3%) percent of all of said officer's accumulated sick leave as of the date of that officer's leaving service. Such amounts shall be paid at the then-current daily rate for that officer. Leaving employment shall mean retirement from service as a police officer.

(c) An employee who commenced service as a police officer before May 21, 2010 and who leaves employment with at least twenty-five (25) years of accredited service shall be entitled to utilize seventy-five (75%) percent of accumulated sick time as time off (terminal leave) with pay rate equal to the highest salary attained by the employee. An employee may also use this provision prior to twenty-five (25) years of accredited service if such time off (terminal leave) shall bring him or her up to twenty-five (25) years of accredited service. This time off, or terminal leave, is only to be taken at the conclusion of the employee's employment with the employer. Further, in order to receive this time off or terminal leave, the employee must notify the employer at least one year in advance of the employee's termination date, in writing, of his or her desire to elect this provision. Failure to notify the employer within the one-year time period shall be deemed a waiver by the employee to elect this provision.

If an employee elects this provision by sending written notice to the employer, he or she may not thereafter rescind such notice and demand payment for accumulated sick time as set forth in 4 (b) above.

Section 5. An employee who has been reemployed shall be credited with the total

accrued sick leave at the termination of his previous employment.

Section 6. The Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable as defined in Section 3 above. Abuse of sick leave shall be cause for disciplinary action.

Section 7. The Employer may require an employee who has been absent because of personal illness as a condition of his return to duty, to be examined at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 8. An employee shall be allowed time off without loss of pay for five (5) successive calendar days for a death in his immediate family, which is defined as spouse, parents, children, step-parents, mother-in-law, or father-in-law. The days off shall include the day of the funeral and may include days before and after the funeral. Three (3) days shall be allowed when the death of a brother or sister, or grandparents occurs. One (1) day shall be granted to an officer when the death of a brother-in-law, sister-in-law, aunts, uncles or grandparents of a spouse occurs. Said time off shall not be credited against nor deducted from accumulated sick leave.

Section 9. Any officer who has utilized less than 5 sick days in the previous calendar year may transfer 40 hours of sick time to a leave bank to be utilized as wellness time in the subsequent calendar year, or thereafter, if agreed. Such banked time may be used only when operationally feasible, as determined by the Chief of Police or designee and agreed to by the officer.

ARTICLE 5 –MANAGEMENT RIGHTS

Section 1. The Town hereby retains and reserves unto itself, without limitations, 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 without limiting the generality of the foregoing, the following rights:

1. To all executive and management control of the Town Government and its properties and facilities and the activities of its Employees.
2. To hire all Employees, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees subject to the provisions of law and this agreement.
3. To suspend, demote or discharge or take other disciplinary action for good and just cause according to law.

Section 2. Nothing contained herein shall be construed to deny or restrict the Town of its powers, rights, authority, duties, and responsibilities under N.J.S.A. Titles 40, 40A, 11A or any other State law.

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ARTICLE 6 – SALARY AND WAGE SCALE

Section 1: All police officers shall be paid pursuant to the attached Schedule A.

Section 2: Step increases and movement shall continue to be automatic on an annual basis.

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ARTICLE 7 - HOLIDAYS AND PERSONAL DAYS

Section 1. All employees who work during the calendar day of a designated holiday as set forth below shall be compensated the time and one-half (1-½) rate for all such work performed. Entitlement to pay at the time and one-half rate (1-½) shall be for the tour working 7:00 a.m.-7:00 p.m. on the holiday as observed by the Town and for the tour working 7:00 p.m. the preceding day to 7:00 a.m. on the holiday. Only the following holidays shall require the payment of time and one-half (1-½):

1. New Year's Day (actual day)
2. Memorial Day (actual day)
3. July 4 (actual day)
4. Labor Day (actual day)
5. Thanksgiving Day (actual day)
6. Day after Thanksgiving Day (actual day)
7. Christmas Day (actual day)

Section 2. All police officers shall be entitled to 112 hours of holiday time as time off with pay. All police officers must use the 112 hours in the calendar year. Requests to use holiday time shall not be unreasonably denied. In the event that the holiday time cannot be used due to the work load of the Police Department, such holiday time may be carried over into the next year.

Section 3. In addition, the employees shall be entitled to a paid holiday whenever the Dover Town Hall is closed for a declared holiday. This is not to include snow days or other emergency days.

Section 4. Employees shall be entitled to thirty-six (36) hours per year with pay for

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personal business, household or family matters. Such days shall not be accumulated or carried over to the following calendar year. Requests to use personal time shall not be unreasonably denied.

Section 5. Any police officer who has completed a Field Training Officer course shall receive an additional twenty-four (24) hours of time off annually. The parties understand and agree this is an assignment made at the discretion of the Chief Law Enforcement Officer or his designee and that there are no commitments as to the number of FTO's to be assigned, or as to which officers will be assigned.

Section 6. Employees shall be entitled to benefits under the State and Federal Family and Medical Leave Act laws and further shall be entitled to Paid family leave consistent with the New Jersey Paid Family Leave law. The amount paid under such paid family leave law shall be supplemented by the Town of Dover such that each employee receives full pay for up to the six weeks of approved paid family leave.

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ARTICLE 8 VACATIONS

Section 1. Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis.

Section 2. For employees who remain on the payroll continuously and without interruption for the required number of years.

Section 3. Leaves of absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation under this section.

Section 4. Employees earn vacation time on a monthly basis from the beginning of their employment. Those hired prior to the 15th of a given month shall receive credit for that first month of work. Vacation time earned during the first year of work can be carried over to the second year. After the first year, all vacations shall be taken during the current calendar year at such time as permitted or directed by the Chief of Police. The Chief of Police may, upon the written request of an employee, allow the carry-over of vacation time. This section shall not cause an officer on disability to lose any vacation days.

Section 5. Police officers shall be entitled to vacation as follows:

<u>Number of Years of Service</u>	<u>Days Allowable</u>
First year of service	1 working day per month (or 8 hours)
Commencing with 1 year through Completion of 5 th year	14 working days (or 112 hours)
Commencing with 6 th year through Completion of 9 th year	15 working days (or 120 hours)
Commencing with 10 th year through Completion of 14 th year	17 working days (or 136 hours)
Commencing with 15 th year through Completion of 19 th year	22 working days (or 176 hours)

Commencing with 20th year through
Completion of 24th year

25 working days (or 200 hours)

Commencing with 25th year and
Thereafter

27 working days (or 216 hours)

For the purposes of this Article, the number of years of service for police officers shall be computed as follows:

(a) If employment commenced between January 1 and June 30th, the first year of employment shall be included in determining the total number of years of service.

(b) If employment commenced between July 1st and December 31st, the first year of employment shall not be included in determining the total number of years of service.

Section 6. A senior police officer shall not be denied time off provided that the minimum manning is satisfied without requiring the payment of overtime.

Section 7: Scheduling Time Off- Vacation

The full year's work schedule must be released by January 30th of the present year. All time off requested before March 1 of each year will be approved on the basis of seniority. Starting March 1st of the year all-time off shall be approved on a first come first serve basis.

ARTICLE 9- COURT APPEARANCE

Section 1. Whenever a police officer shall be required to appear before any Grand Jury or at any federal, municipal, county, Superior or Supreme Court proceeding, including Civil Actions, where the appearance arises out of the employee's status as a police officer and the employee appears as the result of a subpoena, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall receive overtime in accordance with Article 15.

Section 2. A police officer who is summoned to jury duty will suffer no loss in pay. A police officer will not be required to report for duty on any day when that police officer is required to be in court as a result of a summons for jury duty.

ARTICLE 10 - TRAVELING EXPENSES

Section 1. If at any time, a police officer shall be required to use his personal vehicle for police business, the Employer shall compensate said officer at the IRS mileage rate per mile.

In addition, a police officer shall be entitled to reimbursement for any meal the officer is required to pay out of personal funds when out of town for police business.

This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Town of Dover. The employee must present receipts and documentation for all expenses incurred to the Chief of Police.

Section 2. An officer will be entitled to the following amounts for any necessary meals:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

Section 3. Employee will also be reimbursed the full amount for official breakfasts, luncheons and dinners which are authorized by the Chief of Police or in his absence, his designee.

ARTICLE 11 - EDUCATIONAL BENEFITS

Section 1. There is hereby established an educational program for employees for the Police Department of the Town of Dover. The Town of Dover shall reimburse college tuition up to and including a Doctorate based on the member's obtained grade using the following guide:

- 100% tuition reimbursement and cost of books for a letter grade of an "A" or percentile grade between 90-100%.
- 80% tuition reimbursement and cost of books for a letter grade of a "B" or percentile grade between 80-89%.
- 60% tuition reimbursement and cost of books for a letter grade of a "C" or percentile grade between 70-79%.
- No tuition reimbursement and cost of books for a letter grade below a "C" or lower than percentile grade of 70%.
- Passing a pass/fail course shall be deemed an equivalent to a letter grade of "A".

Upon receiving an official transcript, each participating policeman shall be awarded Twenty (\$20.00) Dollars per credit for each credit while working towards completion of their degree up to the maximum for the applicable degree, Associate, Bachelor, Masters, or Doctorate. For those hired after January 1, 2018 there shall be no payment for credit hours toward an Associate's degree; payment for credit hours for those new hires shall be restricted to Bachelor degree and above.

Any book or electronic book applicable to an Associate's, Bachelor's, Master's, Doctorate or Juris Doctorate will be reimbursed by the Town at 100% provided the employee submits the

appropriate documentation showing the cost of such book or electronic book.

Proper certifications of completion and passage of said approved courses shall be filed with the Chief of Police or designee by February 1 of each year for all credits earned during the previous year. At that time, the Chief of Police or designee shall take the necessary steps to determine the amounts earned during the previous year. Police officers shall not be required to resubmit certifications submitted in previous years.

Officers planning on attending reimbursable college courses shall follow the following procedures, as soon as practicable before the semester begins for budgeting purposes. Prepare and submit a memo to the Chief of Police or his designee, containing the following:

- Name of university/college.
- Degree and Major being pursued
- Total credits already earned towards the degree
- Amount of credits and classes intended for the semester
- Total estimated costs for the semester

Once the semester is completed, in order to receive reimbursement the officer shall:

Prepare and submit a memo to the Chief of Police or his designee, containing the following:

- Transcript of grades for the courses just completed
- Invoice(s) detailing the cost of tuition and books
- Proof of payment
- Total amount of reimbursement being sought

This documentation shall be submitted as soon as the required documents are available,

but no later than January 15th so the documents can be forwarded to the Town of Dover Finance Department by February 1st.

Any officer who is hired with or obtains an Associate Degree, Bachelor's Degree, or Master's Degree, shall be granted the following:

- \$1200.00 for associate degree
- \$2400.00 for bachelor's degree
- \$3000.00 for master's degree

The education incentive shall be added to the base salary and be paid to the police officer in his/her first payroll check divisible by the requisite pay periods. Section 3. Each police officer shall notify the Town by December 1 of each year as to the number of credits or degrees possessed by the police officer. The education incentive dollar amount due each police officer will be added to his/her base salary effective the first paycheck of the next year.

Section 4. The Town shall also reimburse the student for all required books for an approved police course at the time the books shall be returned to the Chief of Police or his designee for reuse by other Town employees or for utilization as a library for the Town of Dover Police Department.

Section 5. The maximum reimbursement per calendar year for each officer shall be \$6,000.

ARTICLE 12 - POLICE SCHOOL

Section 1. When any police officer spends time in police school, expenses incurred for mileage, meals and necessary equipment shall be reimbursed with the approval of the Chief of Police and the Town Administrator at the rates indicated in Section 1 and 2 of Article 10.

With regard to meals, this section shall not apply when officers commutes to class from Dover each day.

Section 2. An officer, who is scheduled to attend or instruct an in-service training class on the same day they are scheduled to work, shall attend or instruct the in-service training class in lieu of their regularly scheduled shift. If an officer is scheduled to attend or instruct an in-service training class while on night shift, that officer shall be permitted off the night shift prior to the date of the scheduled class as well as the night shift that begins on the same date as the class, if applicable.

ARTICLE 13 - UNIFORM ALLOWANCE

Section 1. All police officers hired on or after January 1, 1998 shall be provided at no cost to the employee the following initial uniform issue.

- One Polyester Shirt (Long-sleeve)
- One Polyester Pant
- Three shirts (Elbeco or 5.11) long-sleeve
- Three shirts (Elbeco or 5.11) short-sleeve
- Three pairs of pants (Elbeco or 5.11)
- One winter jacket
- Raingear (coat, hat protector)
- One eight point hat with shield
- Safariland Leather Gear basket weave holster– (belt, cuff case, magazine pouch)
- Bianchi accumold basket weave- (belt, cuff case, OC pouch, magazine pouch)
- One inner belt
- One Blackhawk basket weave holster
- One shield
- One Dress Blouse
- One White Dress Shirt (long-sleeve)
- One engraved name tag
- Leather Jacket
- All uniforms will have the department patch
- One tie and tie clip
- Two turtle necks (embroidered)
- One ball cap
- One winter cap

Employer agrees to replace any uniform, clothing or equipment damaged in the line of duty.

Section 2. Any clothing that is not utilized by an officer shall be turned into the Town upon termination of its use.

Section 3. All leather equipment which becomes worn or unsightly shall be replaced by the Employer at the Employer's sole cost and expense and under the guidelines of the Chief of

Police.

Section 4. If the employer approves a uniform change, then the Employer will pay for the initial issue of uniforms.

Section 5. Commencing January 1, 2023, each employee shall receive an annual clothing maintenance payment of \$2,000 which will be incorporated into each employee's pensionable base salary and payable in equal amounts as part of regular payroll compensation received by each officer. This \$2,000 shall increase by the annual increase percentage applied in the Salary Guide (Schedule A).

ARTICLE 14 – HOSPITALIZATION

Section 1. Hospitalization, Medical-Surgical, Major Medical (\$250 deductible for single, \$500 for family), a Prescription Drug Plan and Dental Plan are provided to all employees, and their dependents, working twenty-five (25) hours or more per week consisting of the health plans set forth in Appendix B. In the event the Town seeks to modify, delete, or add to the selection of plans it shall negotiate any change to existing plan(s) or any new plan(s) to be offered with the Association prior to implementation. The premiums for the above plans are paid for in full by the Town of Dover subject to the contribution by employee from pre-tax payroll equal to Year 4 level Chapter 78 payments.

Section 2. When retiring and after twenty-five (25) years of pensionable service and was hired prior to February 1, 2009, the Town will continue to pay the full premium costs for an employee and his family's insurance coverage specified above only if the employee was hired prior to February 1, 2009. The Town agrees to pay the cost of Medicare, Part B for all retirees. The payment by the Town shall be at a rate based upon the member's police pension only at the time the Medicare Part B is paid. Any action of a police officer which increases the Medicare part B premium over the payment based upon the officer's pension only shall be the officer's obligation.

Additionally, a police officer who becomes disabled and retires on a disability pension as is defined by the Police and Fire Retirement System shall be allowed to continue coverage he/she had as an employee including dependents as a member of the group insurance programs maintained by the Town of Dover at the sole cost and expense of the Town of Dover during the period of the former officer's disability retirement. Where a retiree is reemployed and said other employer requires the employee to accept medical insurance as a condition of employment by that employer, the Town of Dover shall not be obligated to maintain insurance hospitalization during the period of such other employment only; at the time such other employment ends the retiree shall be reinstated to coverage.

When retiring and after twenty-five (25) years of pensionable service any police officer hired after February 1, 2009 who is employed during the term of this contract and thereafter until such terms are modified shall be entitled to continue coverage he/she had as an employee

including dependents as a member of the group insurance programs maintained by the Town of Dover as specified above in retirement after twenty-five (25) years of pensionable service at the expense of the Town, subject to a contribution by the retiree equal to 1.5% of said retirees pension.

Section 3: For the purpose of determining years of service for this Article only, it shall be deemed equivalent to the credited years of service of the employee under the retirement system. An employee who retires after fifteen (15) years of service shall not be entitled to reimbursement for Medicare Part B payments. If an employee retires after fifteen (15) years of service, he/she is eligible for the same coverage with the employee paying the premium to the Town.

Section 4. The Employer shall have the right to change insurance carriers during the term of this Agreement so long as equal to or better benefits are provided. If the Association does not believe that the change provides benefits that are equal to or better, the parties shall discuss the conditions which would make the plan equal to or better prior to implementation of any change. If the parties cannot agree on the issue of "equal to or better benefits," this issue shall be immediately submitted to arbitration under the provisions set forth in Article 19 of this Agreement, which shall be completed prior to implementation or within 60 days, whichever is sooner.

Section 5. The surviving spouse of a retired employee who retires with at least twenty-five (25) years of pensionable service who is covered by the Town of Dover hospitalization, medical-surgical, dental, and prescription drug plans, may continue to maintain the Town of Dover employees health coverage provided that said spouse pays the contribution toward the cost of such coverage that was paid by the retired employee.

Section 6. In the event of your death while insured, Medical Care Benefits will be continued for your family members who are insured at that time. The benefits continued will be the same as those in force at the time of your death and will be provided without payment of premium.

The insurance of all family members will be continued for two (2) years from the date of your death but not beyond a period of one hundred eighty (180) days after your death, if your surviving spouse remarries within that period, or beyond the date your surviving spouse

remarries if the remarriage takes place more than one hundred eighty (180) days after your death.

- (a) Beyond the period as outlined above, the surviving spouse (same as elder spouse) and their eligible dependents may continue coverage, if they make the required contributions that were paid by the employee and have no other coverage available to them.

Section 7. In addition to the agreed upon commitments in Section 2 of this Article and those stated in the Individual Memorandum of Agreement Between the Police Officer and the Town of Dover attached to this agreement, the Town agrees to provide employer paid health benefits to any unit employee who retires with twenty (20) or more years of pensionable service subject to payment of 1.5% of pension received. This agreement to provide health coverage for that employee and his or her family in retirement shall not otherwise alter or amend Section 2 of this Article or the Individual Memorandum of Agreement attached to this agreement.

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ARTICLE 15 - WORK WEEK AND OVERTIME

Section 1. The workweek shall begin on Monday morning at 12:01 a.m. and end on the following Sunday evening at 12:00 midnight.

The regular work hours for the members of the Dover Police Department, Patrol Division except the Detective Bureau shall be four (4) twelve (12) hour tours of duty on four (4) consecutive days, then scheduled off duty for four (4) twelve (12) hour tours of duty on four (4) consecutive days which results in an annual work period of an additional one hundred ten (110) hours. Each employee shall also receive one hundred ten (110) hours annually as compensatory leave in recognition of and as compensation for the additional regularly scheduled work hours generated by the new schedule. These hours cannot be accumulated. The starting time of the "day shift" shall be 0700 hours; the stopping time for the "day shift" shall be 1900 hours. The starting time for the "night shift" shall be 1900 hours; the stopping time for the "night shift" shall be 0700 hours.

The regular hours for the Detective Bureau shall be ten (10) hours per day, forty (40) hours per week, four (4) consecutive days of work followed by three (3) consecutive days off. The four consecutive days of work shall consist of Monday through Thursday or Tuesday through Friday. Alternatively, detectives may work five consecutive days, eight (8) hours per day, forty (40) hours per week, from Monday through Friday with Saturday and Sunday off. Detectives who work the 40 hour per week schedule shall not receive bank time.

These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth in the Police Ordinance of the Town of Dover and the Regulations of the Police Department of the Town of Dover.

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Section 2. Overtime shall be defined whereby employees shall be entitled to overtime at the time and one-half (1.5) rate for all hours worked in excess of the employee's regularly scheduled work shift. In conformance with the Fair Labor Standards Act, the Town will establish a sixteen (16) day work period. It is recognized and agreed that this work period is established for Fair Labor Standards Act purposes only, and does not alter in any way any employee's contractual overtime rights.

The hourly rate for all employees will continue to be calculated by dividing their annual base salary by 2,080 hours.

In the event an officer assigned to the Detective Bureau works overtime, time and one-half shall be paid or compensated for all hours worked in excess of forty (40) hours.

Section 3. All overtime must be approved in writing by the Chief of Police or in his absence by the Acting Chief of Police. A copy of the approval shall be filed with the official attendance records of the Town.

Section 4. In construing overtime, compensation shall be made at time and one-half on the following basis:

- (A) Up to the first sixteen (16) minutes of authorized overtime, no pay.
- (B) Sixteen (16) through thirty (30) minutes, thirty (30) minutes pay.
- (C) Thirty-one (31) through forty-five (45) minutes, forty-five (45) minutes pay.
- (D) Forty-six (46) through sixty (60) minutes, one (1) hour pay.
- (E) Thereafter, overtime shall be paid in fifteen (15) minute segments.

Section 5. An employee recalled from off-duty status for any purpose to duty shall be compensated at the time and one-half rate, and shall be guaranteed a minimum of four (4) hours

pay at time and one-half (1-1/2) his or her hourly rate. If an employee is recalled to duty on a designated holiday, he shall be compensated at the double time rate and shall be guaranteed a minimum of four (4) hours pay at said rate. If an employee is recalled from off duty status for a call out or outside assignments (Third Party Details, Town Emergencies etc.) the employee shall be compensated at time and one half rate; and shall be guaranteed a minimum of four (4) hours pay at the premium rate.

Section 6. No change in schedule of any employee covered by this agreement shall be made unless such Employee is given at least seven (7) days' notice prior to the time that he is regularly scheduled to work, or seven (7) days' notice prior to the changes in reporting time, whichever is greater. In the event seven (7) days' notice is not given, such employee shall be paid at time and one-half (1 1/2) for all hour's less than seven (7) days' notice. The above shall not pertain in cases of emergency per Section 3.

All officers planning to leave the Town's service shall give at least two (2) weeks written notice to the Chief of Police.

Section 7. "Emergency" as used herein shall include any unusual conditions caused by any circumstance or situation including shortages in the personnel of the Police Department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave, or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chief of Police or Acting Chief of Police and the concurrence of the Administrator of the Town of Dover.

Section 8. The Town shall seek to ensure that Officers receive a minimum of two (2) hours' notice before the scheduled start of the job if the contractor wants to cancel the job for the

day. The Town shall seek to ensure there is a payment equal to four (4) hours for such late call offs. Any hours worked between 1800 hours and 0700 hours will be compensated an additional five dollars (\$5.00) per hour for each regular hour worked. All Officers shall be paid at the premium rate (overtime rate) for the top paid patrol officer for all third-party details (construction jobs).

In the event that off duty work is performed for (1) the Dover Board of Education, or (2) paid by the Town of Dover, the rate shall be \$82.00 per hour increased annually by the across-the-board annual percentage increase (See Salary Guide Schedule A). Charitable organizations shall pay the same rate if the Town and PBA agree. Any work performed for by the Dover Water Commission shall be paid at the premium rate (overtime rate) for the top paid patrol officer.

Section 9. Any police officer placed on on-call status that is not normally on on-call status will be compensated a minimum of four (4) hours at time and one-half (1-1/2) his or her hourly rate.

In the event that an employee is recalled to duty from off duty status for any purpose other than to answer telephone calls as noted above, including returning to his/her office or going to court, or any other reason the employee shall be guaranteed a minimum of four (4) hours pay at his/her overtime rate for four (4) hours pay at double time rate if on a holiday.

Section 10. All detectives placed on on-call status shall be paid a minimum of eight (8) hours at time and one-half (1-1/2) his or her hourly rate per week while on-call. If the detective is called out during that week, those hours worked will be charged against the eight (8) hour guarantee. The detective called out will receive additional compensation only if the detective is called out for more than eight (8) hours.

called out for more than eight (8) hours.

Section 11. In the patrol division, the senior police officer shall be deemed to be in charge of said tour in the event that there is no sergeant working on that tour. The senior police officer shall be compensated at time and one-half (1-1/2) his or her hourly rate. The senior police officer shall be the senior officer regularly assigned to that tour. The presence of the Chief of Police or Police Captain shall not operate to avoid the obligation to pay the senior police officers outlined above.

Section 12. Officers assigned to work as a School Resource Officer ("SROs") shall work each scheduled school day consistent with the School Calendar. SROs will not be required to work during school holidays, breaks, and emergency closings. The SROs shall work the regular Detective Bureau/Patrol Schedule during summer break. Nothing in this section is intended to alter the calculation of an SROs hourly rate for any overtime worked. The salary shall not be altered or reduced based upon school calendar or school vacation. During the time an employee is assigned to work as an SRO, the employee shall not receive bank time or holiday time paid to other patrol officers. But, for the time periods that the employee is not working as an SRO (for example, during the summer) he/she shall be entitled to receive bank time and holiday time.

ARTICLE 16 - OFF DUTY POLICE ACTION

Section 1. Considering all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

A. Any actions taken by a member of the Town of Dover Police Department on his time off which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all the rights and benefits concerning such action as if he were then on active duty.

B. Compensation for action under the clause shall be considered as included in the base annual wage. Additional compensation (overtime) shall be paid when an arrest is made or at the discretion of the Chief of Police or Officer-in-Charge when the Police Officer is requested to prepare reports on his off-duty time.

Section 2. Whenever any civil action is brought against any employee covered by this Agreement related to or based upon any action taken by the employee in his/her capacity as a police officer or superior officer, whether on duty or off duty, the Town of Dover shall defray all costs of defending such action, if any, including attorney's fees, and shall indemnify the employee and hold the employee harmless from any such claims and or damages. The Town shall either provide counsel to defend the employee or pay counsel selected by the employee subject to agreement on fees.

ARTICLE 17 - SHORT SHIFT COVERAGE

When a short shift occurs in the patrol division that's due to a patrolman calling out sick all eligible officers shall be contacted first to fill the short shift.

ARTICLE 18 – DISABILITY

Section 1. The Employer will pay any officer disabled in the line of duty his full pay up to one (1) year as described by a physician designated by the Employer. For the purpose of the provision, the Employer may, in its sole discretion, designate a physician retained by one of its insurance carriers to conduct the examination of the officer. Any officer disabled in the line of duty may be given a leave absence of up to one (1) year pursuant to N.J.S.A. 40A:14-137. Such officer may retire for reasons of disability at any time if the Town designated physician certifies that it is necessary or if he/she meets the criteria for a disability retirement set by the New Jersey Division of Pensions and Benefits and the Policemen and Firemen Retirement Service (PFRS).

Section 2. While any officer is receiving temporary disability benefits and full pay from the Employer, he will reimburse the Employer in the amount of temporary disability benefits received.

Section 3. An officer will not be required to compensate the Employer for any permanent disability benefits received.

Section 4. When an employee is disabled in the line of duty, said disability shall not infringe upon the employee's sick leave.

Section 5. An employee who is disabled, not in the line of duty shall utilize accrued sick leave to support temporary disability insurance benefits so as to receive full pay for up to 6 months. If he/she does not have sufficient sick leave available the employee(s) may utilize Donated Leave from other officers.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. (a) Purpose. The purpose of the grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees' morale.

(b) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any superior officer. Said informal discussion will not be considered part of the formal part of a grievance application.

(c) For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute with respect to the interpretation, application, or violation of any policies, this Agreement or administrative decisions, affecting any Employee covered by this Agreement.

Section 2. Procedure for Settlement of Grievance

A. Step One - In the event that the Association or any employee seeks to present a grievance as defined above, said employee or Association shall, within ten (10) days of the occurrence of the event being grieved or becoming reasonably aware of the act or omission being complained of in the grievance present the grievance in writing to the Shift Commander of the shift in which the grievance arose or to the Chief of Police (or the officer-in-charge in the Chief is absent). The Step 1 decision in the grievance shall be rendered in writing within ten (10) days of the presentation of the grievance, and if presented initially to the Shift Commander shall include the Chief, or designee in the Step 1 review and decision. Any presentation by an employee shall be with prior notice to the Association, which may attach any such in-person meeting.

B. Step Two - (i) If the employee or Association wishes to appeal the Step 1 decision , the grievance shall be presented in writing to the Business Administrator within ten (10) days of receipt of the Step 1 decision. This presentation shall include copies of all previous correspondence relating to the matter in dispute and if the Step 2 grievance is being presented by the employee it shall require that there be a letter from the Association indicating their support. The Police Committee shall hold a hearing on the matter within fifteen (15) days of receipt of the written grievance, and will render a decision in writing within ten (10) days of the hearing on the grievance. The President of the Association, or designee, shall be present at any Step 2 hearing.

(ii) Alternately, if in the event the grievance concerns the Police Committee, the Town Administrator shall substitute as hearing officer as provided in Step Two above.

C. Step Three - If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) days of the Police Committee's decision, the Association shall have the right but not the obligation to take the grievance to the Board of Aldermen. The Board of Aldermen may request a meeting with the Association to discuss said issue. In any event, the Board of Aldermen shall render a decision within thirty (30) days of the date of its submission to the Town Administrator, who shall act as the agent for receipt of the grievance by the Board of Aldermen. Failure to respond within thirty (30) days shall be deemed a denial of the grievance.

D. Step Four - (i) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) days of receipt of the Board of Aldermen's decision, the Association shall have the right, but not the obligation to file a request with the Public Employee Relations Commission for the selection of an arbitrator, pursuant to the Rules of said commission. The decision of the arbitrator shall be final and binding upon the parties.

(ii) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Police Committee on the grievance.

(iii) Employees covered by this Agreement shall have the right to process their own grievance through Step 2 with notice to the Association as described herein. If a counsel is selected the Town shall deal exclusively with that counsel. If the Association is to present the grievance, the Town shall deal with the preannounced Grievance Committee or designated representative, or counsel.

(iv) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

(v) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from or modify in any way the provisions of this Agreement.

(vi) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding upon the parties.

Section 3 Representation

A. If the grievance is processed by the Association, it may designate the Chairman to represent the employee. During the Second and Third Steps of Grievance Procedure, the Association may designate an attorney to present the grievance. In this case, the Town shall deal exclusively with the attorney.

B. The Association shall annually appoint, by January 1 of each year, a grievance committee and chairman who may represent members of the bargaining unit in the grievance procedure. A list of such grievance committee members shall be presented to the Town Administrator within five (5) days of appointment. Any changes in the composition of the committee shall be reported to the Police Committee within five (5) days of said change in appointments. Only persons on the list provided shall so serve as representative of the Association in the grievance procedure. There shall be a twenty (20) day grace period from the time a change is made and the time with which a member might serve on the committee. The Town shall deal with the grievance committee in office at the time the grievance was filed.

Section 4 Time Limitation

The time limits set forth herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. Upon mutual consent of the parties, the time limits in any step may be extended or contracted. Such consent shall not be unreasonably withheld.

Section 5 Escalation of Grievance Procedure

A. The Employer at any time, at its option, can elect to waive any or all steps of the grievance procedure and proceed directly to binding arbitration.

B. The Association may request the Employer's consent to waive any or all steps.

Section 6 Discipline

A. Major discipline:

Major discipline as defined by Civil Service Commission laws and rules shall be

appealed within twenty (20) days of receipt of the Final Notice of Disciplinary Action ("FNDA") in accord with Civil Service regulations. Departmental hearings for such major discipline shall be conducted in accordance with such regulations and laws based upon the specifications and charges set forth in the Preliminary Notice of Disciplinary Action.

B. Minor discipline:

Minor discipline as defined by the Civil Service Commission laws and regulations may be submitted to final and binding arbitration pursuant to the rules and regulations of PERC within twenty days of receipt by the employee of a written notice specifying minor discipline. In such appeals the employee may request arbitration through the Public Employment Relations Commission. The parties shall split the cost of arbitration, and the arbitrator's decision shall be final and binding.

ARTICLE 20 - CEREMONIAL ACTIVITIES

Section 1. In the event that another police officer in another Department in the State of New Jersey is killed in the line of duty, the Town will permit off-duty uniformed police officers of the Town to participate in the funeral service for the said deceased officer.

Section 2. Subject to the availability as determined by the Chief of Police, the Town will permit a Town police vehicle to be utilized by the members in the funeral service

Section 3. Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

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ARTICLE 21 - BULLETIN BOARD

Section 1. The Town will supply one (1) bulletin board for the use of the PBA, including this Association, to be placed in a conspicuous location.

Section 2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

Section 3. No matter may be posted without receiving permission of the officially designated PBA Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE 22 - NO STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, condone 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 any 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, or walkout. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by an employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination, subject, however, to the grievance procedure.

Section 3. The Association will actively discourage any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent and terminate such illegal action.

Section 4. Nothing contained in this Agreement shall be constituted to limit or restrict the Employer 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 Association, its members or any person acting on its behalf.

Section 5: In consideration for the continued service and commitment of the employees, the Town of Dover agrees that in the event it seeks to merge, consolidate, or otherwise disband the Police Department or any recognized part thereof, the Town shall provide written notice to each

individual officer employed by the Police Department and to the Union at least two (2) years in advance of the proposed disbandment, merger or takeover and shall provide the studies, proofs, and all written documents relating thereto the PBA. The Town shall meet with the PBA prior to any such actions for the purpose of negotiating impacts in the event any such action is taken and will meet to address proofs and information that the PBA provides to demonstrate such action should not be taken or final alternating work.

Each employee who is laid off as a result of such event shall receive three weeks of pay for every year of service subject to a minimum of 26 weeks of severance plus all accrued leave and shall be placed on a special re-employment list for said merged or consolidated police agency or entity that continues to perform police work for the residents of the Town. Such payment shall be made in a lump sum within two weeks of layoff. This requirement shall be included in any such merger or consolidation agreement. In addition, each employee shall retain intergovernmental transfer rights.

Section 6: When the Town determines that there is a need for a reduction/layoff action, any such layoff action shall be conducted by inverse order of seniority.

In the event a layoff action is contemplated the Town of Dover shall meet with the Association at least 60 days prior to such action and shall take pre-layoff actions to avoid or minimize layoffs and or demotions. In the event of a layoff, seniority shall be honored such that the "last in" shall be the first to be laid off.

Any unit employee laid off from employment with the Town of Dover pursuant to a layoff action shall be placed on a special reemployment list and recalled in order of seniority.

ARTICLE 23- PERSONNEL/BILL OF RIGHTS

- A. All officers shall have the right to examine their own personnel file after making a request in writing or electronically via e-mail in advance to the Chief or designee.
- B. The Chief or designee shall honor this request insofar as possible within a reasonable amount of time but not to exceed ten (10) days after the request is received.
- C. An employee may obtain one (1) copy of each item in their personnel file within 48 hours.
- D. Unfounded complaints and/or complaints that have not been sustained against a member shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.
- E. Whenever a written complaint concerning an Officer or his/her action is to be placed in his personnel file, a copy shall be made available to him/her, and he/she shall have the opportunity to rebut it if he/she so desires, and place said rebuttal in his file.

Bill of Rights

A. The wide ranging powers and duties of the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Dover Police Department. These questions may require investigation by superior officers. In an effort to ensure that Departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules, which shall be subject to the Attorney General Guidelines are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. When, however the exigencies of the situation dictate that a member of the force be subject to interrogation when the member is not on-duty, the member shall then be paid at their regular overtime compensatory rate.

3. The interrogation shall take place at a location designated by the Chief of Police or Officer-in-Charge. Normally, it will be at Dover Police Headquarters or the location where the incident allegedly occurred.

4. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant if such name can properly be divulged under Attorney Client guidelines for internal affairs investigations. Consistent with such guidelines the information must be sufficient to reasonably apprise the employee of the nature of the investigation.

5. If the employee is to be questioned as a witness only, he/she shall be so informed at the initial contact.

6. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

7. The member of the force shall not be subject to offensive language nor shall the member be threatened with transfer, dismissal, or other disciplinary punishment. No promises of reward shall be made as an inducement to answer questions.

8. The complete interrogation of the member of the force shall be recorded mechanically. There shall be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

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9. If a member of the force is under arrest or is likely to be, that is; if the member is a suspect or target of a criminal investigation, the member shall be given his/her rights pursuant to the current law of the Supreme Court of the United States.

10. In all cases, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if the member so requests, to consult with counsel and/or the member's union representative before being questioned. Counsel and a representative of the union may be present during the interrogation of a member of the force.

11. In a situation where the officer utilizes deadly force, a police officer will be provided a forty-eight (48) hour delay before being interviewed with respect to any internal affairs investigation. An officer, however, will be required to provide any necessary information for law enforcement purposes.

12. No officer will be required to submit to a polygraph test.

13. It is recognized that many investigations include personnel or internal affairs records and so specifics concerning such investigations including identity of subjects and witnesses shall not be disclosed when the investigation is ongoing, and it is further agreed that disclosure may later be prohibited by law.

ARTICLE 24 - FULLY BARGAINED PROVISIONS

Section 1. This Agreement represent and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. Practices and benefits currently enjoyed by the parties whether specifically stated here, or not, shall continue to be enjoyed by the parties and deemed terms and conditions of employment. In the event there is a new benefit that is provided to any non-represented employee at the Town, such benefit shall be extended to unit employees.

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 unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

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ARTICLE 25 - SEPARABILITY AND SAVINGS

If any section, part, phrase, or provision of this Agreement or the application thereof to any person, project or circumstances, be adjudged invalid by any court of competent jurisdiction or by legislative action, such judgment or action shall be confined in its operation to the section, part, phrase, provision or application directly involved in the controversy in which such judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, projects or circumstances.



ARTICLE 26 - TERM AND RENEWAL OF AGREEMENT

This Agreement shall have a term from January 1, 2023 through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, then this Agreement shall continue in full force and effect until a successor agreement is executed.

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, DOVER LOCAL NO. 107

ATTEST:

Samuel Berthoud
Victoria Dobusir

Jan B. H. President PB 107

ATTEST:

John O. Bennett

TOWN OF DOVER

By: Carolyn Blackman
Carolyn Blackman, Mayor

ATTEST:

JSB

Schedule A

Section 1. All unit employees shall be paid in accord with the attached Salary Guide and shall progress through the steps in the Salary Guide shown in Schedule A on their respective anniversary dates as follows:

Schedule A – Salary Guide

STEPS	Year 2023	Year 2024	Year 2025
	0.0%	2.0%	3.0%
ACADEMY STEP	\$45,000	\$45,000	\$45,000
* STEP 2	\$70,148	\$71,551	\$73,697
STEP 3	\$76,727	\$78,262	\$80,610
STEP 4	\$83,307	\$84,973	\$87,522
STEP 5	\$89,886	\$91,684	\$94,435
STEP 6	\$96,466	\$98,395	\$101,347
STEP 7	\$103,045	\$105,106	\$108,260
STEP 8	\$109,625	\$111,817	\$115,172
STEP 9	\$116,204	\$118,528	\$122,084
STEP 10	\$122,784	\$125,240	\$128,997
STEP 11	\$129,363	\$131,951	\$135,909
STEP 12	\$135,943	\$138,662	\$142,822
STEP 13	\$142,522	\$145,373	\$149,734
STEP 14	\$148,222	\$151,186	\$155,722

Section 2. All police officers shall receive a step increase on their anniversary date (move down). Step increases and movements shall continue to be automatic on an annual basis.

Section 3. Police officers without a Patrol Training Commission (PTC) number shall be paid at Step 1. Upon completion of all requirements to obtain a PTC number, the police officer shall move to Step 2. Police Officers with a Police Training Commission (PTC) number shall be paid at Step 2.

Section 4. In the event that the Town seeks to hire an employee and pay more than Step 1 or Step 2 above, it shall notify the PBA. If the PBA and the Town can agree on the Step, the new employee will be paid at that Step. If no agreement can be reached, that new employee shall be paid at Step 1 or Step 2, as appropriate.

Section 5. Service Credit: After completing 10 years of service to the Town of Dover all Officers shall be paid an additional 2.0% service credit. Every year after those Officers will receive an additional 0.2% to their base salary. The service credit shall not exceed a total of 4%. This service credit will be incorporated into each employee's pensionable base salary and payable in equal amounts as part of regular payroll.

APPENDIX B

The prescription co-pays shall be:

Date	Name Brand	Generic	Formulary
Effective 1/1/23 thru 12/31/25*	40	15	30

The co-pays under the Aetna Plan shall be:

Date	Co-Pay
Effective 1/1/23 thru 12/31/25*	20

The co-pays under the United Health Care Choice plan shall be:

Date	Co-Pay
Effective 1/1/23 thru 12/31/25*	35

*The above-listed copay amounts shall continue without alteration pending agreement on a successor collective negotiations agreement unless otherwise agreed to by the parties.