

AGREEMENT

BETWEEN

THE TOWN OF DOVER

and

**THE POLICKMEN'S BENEVOLENT ASSOCIATION
DOVER NO. 107
(SUPERIOR OFFICERS ASSOCIATION)**

January 1, 2023 through December 31, 2025



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PREAMBLE

THIS AGREEMENT, made this__ day of _____, 2022, 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 (Superior Officers Association), 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 fiscal 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:

ARTICLE I" 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 within the ranks of Deputy Chief, Captain, Lieutenant, and Sergeant 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.

Section 4. The Town shall permit one (1) member, without loss of pay, to attend all New Jersey State PBA conventions, seminars and to attend monthly meetings of the State PBA.

ARTICLE II - 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 III - 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 IV - 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 six (6) months in advance of the

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employee's termination date, in writing, of his or her desire to elect this provision. Failure to notify the employer within the six (6) month time period shall be deemed a waiver by the employee to elect this provision.

If the 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.

(d). Any employee who has utilized less than five (5) sick days in a calendar year may transfer up to 40 hours of sick leave 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 as agreed to by the officer.

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.

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ARTICLE V - 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:

- a) To all executive and management control of the Town Government and its properties and facilities and the activities of its Employees.
- b) 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.
- c) 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 or Federal law.

ARTICLE VI- 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.

Section 3. Rank Salaries - Effective January 1, 2023, the salaries for all ranks covered by the SOA agreement shall be consistent with the Salary Chart appended hereto.

Section 4. Service Credit – SOA unit employees will receive an additional 0.2% per year of service to the Town of Dover. This amount will be added to their pensionable base salary commencing with beginning of that year in service. The service credit shall not exceed a total of 4%. The service credit shall be added to the base salary and paid as part of regular pay.

NOTE: Salary Chart for 2023-2025 is Schedule A.

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ARTICLE VII - HOLIDAYS, PERSONAL DAYS, PTO TIME & FAMILY MEDICAL LEAVE

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. Employees shall be entitled to thirty-six (36) hours per year with pay for 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 4. 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 5. 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 VIII- 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. Each employee shall be entitled to annual vacation leave with full pay as follows:

- Sergeant: 25 working days (200.Hours)
- Lieutenant: 26 working days (208 Hours)
- Captain: 27 working days (216 Hours)
- Deputy Chief: 28 working days (224 Hours)

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.

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ARTICLE IX - COURT APPEARANCE

Section 1. Whenever a police officer shall be required to appear before any Grand Jury or at any 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 XV.

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 X - 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 XI- EDUCATIONAL BENEFITS

Section 1. Reimbursements

- a) Tuition - There is hereby established an educational program for employees of the Police Department of the Town of Dover, whereby the Town of Dover shall reimburse college tuition up to and including a Doctorate Degree. The Town of Dover will reimburse 100% Tuition provided the employee obtains a letter grade of "C" or better or a percentile grade above 70%.
- Passing a pass/fail course shall be deemed equivalent to a letter grade of "C" or above and tuition shall be reimbursed at 100%.
- b) Technology Fee -The Town shall reimburse the full cost of technology fees, if applicable.
- c) Books - 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.
- d) The maximum reimbursement per calendar year for each officer shall be \$6,000.

Section 2. Compensation

- a) Credits - Upon submission of an official transcript to the Chief of Police, in accordance with established procedure, each participating employee 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 which shall be paid to the employee, to be added to and incorporated into each employee's pensionable base salary in recognition of value of educational achievement, in his/her first payroll check divisible by the requisite pay periods.

For those employees 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.

- b) Degrees - Upon submission of an official final transcript conferring degree and/or copy of said diploma to the Chief of Police, in accordance with established procedure, the following sum shall be added to and incorporated into each employee's pensionable base salary in recognition of value of educational achievement and shall be paid to the employees in his/her first payroll check divisible by the requisite pay periods.

- Associate's Degree: Add: \$1,200
- Bachelor's Degree: Add: \$2,500
- Master's Degree: Add: \$6,500

ARTICLE XII - 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 I and 2 of Article IX.

With regard to meals, this section shall not apply when this officer 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 XIII - UNIFORM ALLOWANCE

Section 1. 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 shall 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 be increased annually by the across-the board percentage increase. (See Salary Guide Appendix A).

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ARTICLE XIV -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 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 XVIII 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 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 XV - WORK WEEK AND OVERTIME

Section 1. The work week shall begin on Monday morning at 12:01 a.m. and end on the following Sunday evening at 12:00 midnight. The regular hours of work shall be eight (8) hours per day, forty (40) hours per week from Monday through Sunday inclusive. The work week shall not exceed five (5) consecutive days and there shall be two (2) days off for every five (5) days worked. Effective January 1, 1995, for Sergeants covered under this agreement who are assigned to the Patrol Division, their regular hours of work shall be twelve (12) hours per day. The work week shall not exceed four (4) consecutive days and there shall be four (4) days off for every four (4) days worked. Also, Sergeants that are covered by this Agreement and are assigned to the Patrol Division shall be credited with one hundred sixteen (116) hours, to be known as "Bank Time," every January 1st. This Bank Time must be expended in the calendar year that it was credited. Expenditure of this bank time shall be in accordance with the schedule set down by the Chief of Police. Under no circumstances will Bank Time be carried over to the following calendar year. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person set forth in the Police Ordinance of the Town of Dover and the Rules and Regulations of the Police Department of the Town of Dover.

The Chief or Chief Law Enforcement Officer reserves the right to schedule Sergeants, Lieutenants, Captains and Deputy Chiefs to a work schedule of either eight (8), ten (10) or a twelve (12) hour shifts. Patrol Sergeants shall continue the 4-day on/4-day off, 12-hour schedule.

When regular hours for employees in a unit of the police department are ten (10) hours per day, forty (40) hours per week, those employees shall work four (4) consecutive days followed by three (3) consecutive days off. The four consecutive days of work shall consist of Monday through Thursday OR Tuesday through Friday. No employee in a 10-hour unit shall be unreasonably denied the option *to* work a (10)-hour shift schedule.

Alternatively, if the regular hours are (8) hours per day, employees shall work forty (40) hours per week from Monday through Friday; the workweek shall not exceed five consecutive days and there shall be two (2) days off every five (5) days worked. Employees who work a 40-hour work schedule shall cease accruing and/or receiving Bank Time during the time that the employee is working the 40 hour schedule per week.

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.

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:

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

Section 6. "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 7. In the event that a police Lieutenant or any other police supervisor (Deputy Chief, Captain, Sergeant etc.) is recalled to duty from off duty status, including returning to his/her office or going to court, or any other location the employee shall be guaranteed a minimum of four (4) hours pay at overtime rate or four (4) hours pay at double time rate if on a holiday.

Section 8. Except as modified below, in the event that off duty work is performed, the employee shall be paid at the overtime rate for the Deputy Chief. In the event that off duty work is performed for (1) the Dover Board of Education or (2) project paid for by the Town, the rate shall be \$82.00 per hour increased annually by the across-the-board annual percentage increase. (See Appendix A.) In addition, charitable organizations shall pay the same rate if the Town, PBA, and SOA agree. Any work performed for the Dover Water Commission



shall be paid at the premium rate (overtime rate) for the Deputy Chief.

Section 9. 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 hours less than seven (7) days' notice. The above shall not pertain in cases of emergency per Section 6.

Section 10. School Resource Officer. Should a unit employee be assigned to work as a School Resource Officer ("SROs"), their schedule will be governed by the SRO portion of the PBA contract.

Section 11. 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 Deputy Chief for all third party details (construction jobs).

ARTICLE XVI - 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 have the option to either provide counsel to defend the employee or pay counsel selected by the employee subject to agreement on fees.

ARTICLE XVII-SHORT SHIFT SUPERVISION

When a short shift occurs in the patrol division that's due to a Sergeant calling out sick all supervisory officers (Sgt. and above) shall be contacted first to fill the short shift.

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ARTICLE XVIII - 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 of 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 Police and Firemen's Retirement System (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 may utilize Donated Leave from other Town employees.

ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1. 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.

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.

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. Procedures for Settlement of Grievance

STEP 1: 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 Chief of Police (or the officer-in-charge if 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. Any presentation by an employee shall be with prior notice to the Association, which may attend any such in-person meeting.

STEP 2: a). 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 Business Administrator 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.

b). Alternately, if in the event the grievance concerns the Business Administrator, the Police Committee, shall substitute as hearing officer as provided in Step 2 above. In addition, the employee shall have the option to repeat Step 2 above with the Police Committee if there is no satisfactory resolution reached with the Business Administrator, or go directly to Step 3.

STEP 3: If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) days of the Business Administrator'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.

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STEP 4: a). 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.

b). 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.

c). 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.

d). 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.

e). 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.

f). 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.

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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 laws and regulations may be submitted to final and binding arbitration pursuant to the rules and regulations of PERC within (20) twenty days of receipt by the employee of a written notice specifying the 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 XX - 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 XXI - 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 XXII - 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

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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 SOA. The Town shall meet with the SOA 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 SOA 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. Layoff/Recall - 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 each such rank. By way of example, a Sergeant who has five years in rank as a Sergeant shall have greater seniority than a Sergeant with two years in rank regardless of total years of service with the Town.

An employee who is demoted in rank in such a layoff action shall remain at his/her existing salary but shall be red circled such that his/her salary shall not increase until the base salary of the title to which he/she has been demoted equals their red circled salary. Thereafter, said employee shall receive across the board increases, like any other employee in that rank.

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.

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.

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ARTICLE XXIII - PERSONNEL MATTERS/BILL OF RIGHTS

1. 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.
2. 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.
3. An employee may obtain one (1) copy of each item in their personnel file within 48 hours.
4. 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.
5. 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

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.

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 XXIV - FULLY BARGAINED PROVISIONS

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 XXV - 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.

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ARTICLE XXVI - TERM AND RENEWAL OF AGREEMENT

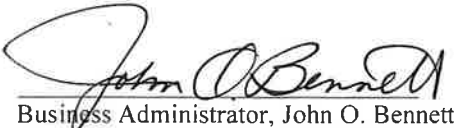
This Agreement shall have a term from January 1, 2023 through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, then this Agreement shall continue in full force and effect until a successor agreement is executed.

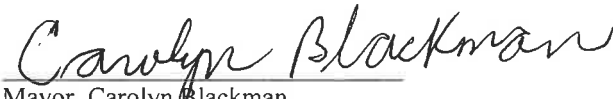
Policemen's Benevolent
Association, Dover Local No. 107
(Superior Officers Association)


Witness, Jonathan Cachola


SOA President, William Newton

Town of Dover


Business Administrator, John O. Bennett


Mayor, Carolyn Blackman

Date: 9-7-22



APPENDIX A (SALARY GUIDE) (New Guide)

Section 1. All SOA members as of December 31, 2022 shall go to their respective Step 2 on January 1, 2023. All future members shall go to Step 1 upon their promotion date and Step 2 upon commencing their second year in rank.

	2023	2024	2025
Annual Increase	0 %	2%	3%
Deputy Chief Step 2	187733	191488	197232
Deputy Chief Step 1	182033	185674	191244
Captain Step 2	180452	184061	189583
Captain Step 1	174752	178247	183595
Lieutenant Step2	173462	176931	182239
Lieutenant Step1	167762	171117	176251
Sergeant Step2	166751	170086	175189
Sergeant Step1	157701	160855	165681

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.

