

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF DOVER

AND

THE POLICEMEN'S BENEVOLENT ASSOCIATION

DOVER LOCAL 107

1/1/78 - 12/31/79
Ratified 9/28/77

Morris

Prepared by:

Hugh E. DeFazio, Jr., Esq.
Attorney for the Town of Dover
50 North Morris Street
Dover, New Jersey 07801

AGREEMENT, Entered into this 28th day of

September, 1977, by and between

TOWN OF DOVER, a Municipal Corporation of the State of New Jersey, with Offices at Municipal Building, Dover, New Jersey.

(Hereinafter called "EMPLOYER")

THE POLICEMEN'S BENEVOLENT ASSOCIATION,
DOVER LOCAL 107
c/o Lt. Edward Casey
80 James Street
Dover, New Jersey 07801

(Hereinafter called "ASSOCIATION")

W I T N E S S E T H :

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 the employment of the police officers for the fiscal years 1977 and 1978, and

WHEREAS, both the 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;

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 in the Town of Dover excepting the Police Chief, Deputy Police Chief, Captain, ^{Sect. 1000} Clerical, Craft and other employees. 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.

ARTICLE II. COVERAGE

SECTION 1. It is intended that this agreement shall cover matters pertaining to employment, wages, hours, and working conditions concerning the members of the Town of 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 units 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 discriminate against any employee. The ASSOCIATION further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.

SECTION 3. The ASSOCIATION and the EMPLOYER reaffirm their intention that the provisions of this agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employee.

ARTICLE IV. SICK LEAVE

SECTION 1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 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 member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall 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. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the appointing authority shall certify to the

Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

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. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

SECTION 7. The EMPLOYER may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abusive sick leave shall be cause for disciplinary action.

SECTION 8. 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 9. An employee shall be allowed time off without loss of pay for three successive calendar days next following the date of a death in his immediate family. The immediate family is defined as wife, or husband, parents, children, mother-in-law, father-in-law, and grandparents. Said time off shall not be credited against nor deducted from accumulated sick leave.

ARTICLE V. SALARY AND WAGE SCALE

SECTION 1. Effective January 1, 1977, the following salaries will prevail for the officers of the Dover Police

Department:

<u>Name</u>	<u>Position Title</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
John Albinson	Police Lieutenant	\$18,489.00	\$8.89
Frank Matyola	Police Lieutenant	\$18,489.00	\$8.89
William Hovey	Police Lieutenant	\$18,152.00	\$8.72
Edward Casey	Police Lieutenant	\$18,152.00	\$8.72
John Holinko	Police Sergeant	\$17,141.00	\$8.24
Charles Schebendach	Police Sergeant	\$17,141.00	\$8.24
Raymond Zuccheri	Police Sergeant	\$17,141.00	\$8.24
Mark Bostrom	Police Sergeant	\$16,849.00	\$8.10
Robert Lupia	Police Sergeant	\$16,849.00	\$8.10
Montique McCarthy	Police Sergeant	\$16,849.00	\$8.10
Howard Estler	Police Officer	\$16,063.00	\$7.72
Edward Braodback	Police Officer	\$16,063.00	\$7.72
Donald Brill	Police Officer	\$16,063.00	\$7.72
Paul Horutz	Police Officer	\$15,861.00	\$7.62
James McAllister	Police Officer	\$15,861.00	\$7.62
William Dyer	Police Officer	\$15,861.00	\$7.62
Raymond Porphy	Police Officer	\$15,861.00	\$7.62
Arthur Cooper	Police Officer	\$15,861.00	\$7.62
Francis Coppinger	Police Officer	\$14,109.00	\$6.78
Walter Drexel	Police Officer	\$14,109.00	\$6.78
Felix Saldana	Police Officer	\$14,109.00	\$6.78
Donald Barker	Police Officer	\$14,109.00	\$6.78
Steve Padula	Police Officer	\$14,109.00	\$6.78

SECTION 2. Effective January 1, 1978, the salaries for the officers listed in Section 1. of this Article will be increased by five percent (5%) for the fiscal year, said increase to be based on 1977 salaries.

SECTION 3. This Article is subject to the adoption of a Salary Ordinance of the Town of Dover which complies with this Section. This Article will not go into effect until said Salary Ordinance is adopted.

SECTION 4. Members of the Detective Bureau will receive incentive pay of \$300.00 above their base salary. Incentive pay will be paid in two (2) increments of \$150.00, First increment will be paid on the last pay day in June, the Second increment will be paid on the last pay day in December. Members serving in the Detective Bureau for less than a period of one (1) year shall be paid on a pro rata basis based on the above incentive pay.

ARTICLE VI. HOLIDAYS

SECTION 1. The following 12 days shall be designated as paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Columbus Day

SECTION 2. The employees shall be entitled to a thirteenth holiday of their choice without pay.

SECTION 3. The above-mentioned holidays may be taken by the employee with the approval of the Administrative Officer of the Police Department. Any unused holidays or portions thereof shall be paid in full to the employee at his regular rate of pay, payable on the last pay day in November.

SECTION 4. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday.

SECTION 5. In addition, the employees shall be entitled to a paid holiday whenever the Dover Town Hall is closed for an entire weekday, even when such entire weekday is not among any of the above-mentioned holidays.

ARTICLE VII. VACATIONS

SECTION 1. Vacations are to be in effect from January first to December thirty-first 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 time under this section.

SECTION 4. Vacations must be taken during the current calendar year at such time as permitted or directed by the Chief of Police. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be granted. In the event that, for any reason whatsoever, a police officer is not permitted (or is otherwise unable) to take the requisite vacation days in a given year, then, and in that event only, remaining vacation days may be carried into the next subsequent year.

SECTION 5. Police officers shall be entitled to vacations as follows:

<u>Number of Years of Service</u>	<u>Days Allowable</u>
Commencing with 0 years through 5th year	12 days
Commencing with 6th year through 9th year	13 days
Commencing with 10th year through 15th year	15 days
Commencing with 16th year through 25th year	20 days
25 years and over	25 days

For the purpose of this Article 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 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 total number of years of service.

ARTICLE VIII. COURT APPEARANCES

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, except in a Civil Action unless subpoenaed, 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 XIV.

ARTICLE IX. 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 rate of 15 cents per mile.

SECTION 2. In addition, a police officer shall be entitled to reimbursement for any meal the officer is required to pay out of personal funds.

SECTION 3. This section pertains to all duties except-
int 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 4. An officer will be entitled to the following amounts for any necessary meals:

Breakfast	up to \$1.25
Lunch	up to \$2.50
Dinner	up to \$4.00

SECTION 4. Employees will also be reimbursed the full amount for official breakfasts, luncheons and dinners which are authorized by the Chief of Police and/or Chief Administrative Officer.

ARTICLE X. EDUCATIONAL BENEFITS

SECTION 1. There is hereby established an educational program for employees of the Police Department of the Town of Dover. Upon the successful completion with a C or better of approved police related courses that are directed at the attainment of an Associate Degree in Law and Enforcement, each participating policemen shall be awarded \$10.00 per credit for each credit with a C or better grade point average. Proper certifications of completion and passage of said approved courses shall be filed with the Town Clerk of the Town of Dover by February 1st of each year for all credits earned during previous year. At that time the Mayor and Board of Aldermen shall take the necessary steps to determine the amounts earned during the previous year. Police officers shall not be required to re-submit certifications submitted in previous years. This award is comulative and shall be received by Police Officers not later than July 1st of each year.

SECTION 2. The Town shall also reimburse the student for all required books for an approved police course. ^{and} At the end of the course all books shall be turned in 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.

ARTICLE XI. 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 Police Committee.

ARTICLE XII. UNIFORM ALLOWANCE

SECTION 1. All members of the Dover Police Department, uniformed and detective, covered by this Contract shall be entitled to \$200.00 per year for the purchase of police uniforms, clothing and necessary equipment upon presentation of verified purchase slips from person or company selling such clothing. All receipts for purchases shall be forwarded by the officer to the Chief of Police.

SECTION 2. EMPLOYER agrees to replace any uniform, clothing or equipment damaged in the line of duty. If the officer has not expended his clothing allowance the employer may charge said clothing allowance. If, however, the clothing allowance has been charged then the employer will replace same at an extra cost to the employer.

SECTION 3. Any clothing that is not utilized by an officer shall be turned in to the Town upon termination of its use.

ARTICLE XIII. HOSPITALIZATION

SECTION 1. The EMPLOYER shall provide and pay in full Blue Cross and Blue Shield, plus Major Medical Insurance for all police officers and their dependents. The program provided shall be equal to that provided all employees of the Town of Dover.

ARTICLE XIV. 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 hours per day, forty hours per week from Monday through Sunday inclusive. The work week shall not exceed five consecutive days and there shall be two days off for every five days worked. 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.

SECTION 2. In the event an officer works over 40 hours, time and half shall be paid for all hours worked in excess of 40 hours.

SECTION 3. All overtime must be approved in writing by the Chief of Police or in his absence by the Deputy ^{Chief} ~~Chief~~ of Police. A copy of the approval shall be filed in the Treasurer's office.

SECTION 4. "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 Deputy ~~Chief~~ of Police to the concurrence of the Chairman ~~of the Police Committee of the Town~~ of Dover.

SECTION 5. In construing overtime, compensation shall be made at time and one half on the following basis:

- a. Up to the first 16 minutes of authorized overtime, no pay.
- b. Sixteen (16) through thirty (30) minutes, 30 minutes pay.
- c. Thirty-one (31) through forty-five (45) minutes, 45 minutes pay.
- d. Forty-six (46) through sixty (60) minutes, 1 hour pay.
- e. Thereafter overtime shall be paid in fifteen (15) minute segments.

ARTICLE XV. DISABILITY

SECTION 1. The EMPLOYER will pay any officer disabled in the line of duty his full pay until said officer is able to return to work or is retired for disability. Any officer disabled in the line of duty may be given a leave of absence of up to one year pursuant to N.J.S.A. 40A:14-16. Such disability shall be evidenced by a certificate of a physician designated by the EMPLOYER to examine him.

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 on the employee's sick leave.

SECTION 5. In the event that the EMPLOYER believes that this Article is being abused by the EMPLOYEE, EMPLOYER may demand that this Article be re-negotiated for the year 1978, by giving written notice to the Police Negotiating Committee of the PBA, Local 107 at least thirty days (30) days prior to December 31, 1977.

ARTICLE XVI. GRIEVANCE PROCEDURE

SECTION 1. Purpose

a. The purpose of this 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, including disciplinary action by management, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees morale. The parties agree that this procedure will be kept as informal as may be appropriate.

b. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chairman of the Police Committee or any superior officer. Said informal discussion will not be considered part of the formal part of a grievance application and the time limits mentioned herein will not be applicable to such informal discussion of the grievance.

SECTION 2. Definition

Within the meaning of this section, a "grievance" is a complaint in writing addressed to the Mayor and Board of Aldermen within two weeks of the occurrence of the incident or controversy which caused the complaint by an employee, the ASSOCIATION or the EMPLOYER. There will be three steps for handling the grievance.

SECTION 3. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties if the

grievant elects not to pursue his
Civil Service Act of the State of
elects to proceed under Civil Serv
proceed under this grievance proce
followed in its entirety unless an
sent of the parties. If the Town
procedure, it also waives its right

First step: Upon receipt of a writ

direct the Police Committee of the

a hearing and render a majority

in writing to all parties directly

within 10 days of receipt of the w

In the event that a written decis

prescribed period, the written cor

having been decided in favor of t

decision is accepted by those part

shall be closed. As a signal of

the parties directly concerned sh

which shall be placed in a closed

Second step: If the parties of t

by the majority decision of the P

then be referred for a hearing or

Mayor and the Board of Aldermen o

a special session for the sole de

decision on the grievance. This

days of the filing of the appeal

Committee. The Mayor and Board o

and upon the advice of the Town A

evidence or rehear the evidence

and Board of Aldermen decides to re-hear the evidence it may call such other witnesses as it deems necessary. The parties at their own expense may represent themselves with counsel. The Town shall record the hearing by appropriate means. Following the hearing, and no longer than two weeks from its conclusion, the Mayor and Board of Aldermen will deliver a written majority decision to all parties concerned. If this decision is accepted by those parties directly concerned the matter shall be closed. As a signal of an acceptance and agreement, the parties directly concerned shall sign a copy of the decision which will be placed in a closed file by the Town Clerk.

Third step: If such grievance is not resolved to the satisfaction of the aggrieved party, he may within fifteen (15) days after receipt of the Mayor and Board of Aldermen's written decision, notify the Mayor in writing that he wishes to take the matter to binding arbitration.

(a) An arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

(b) However, no arbitration hearing shall be held sooner than thirty (30) days after the final written decision of the Mayor and Board of Aldermen. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the EMPLOYER elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be cancelled

and the matter withdrawn from arbitration and the EMPLOYER shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) 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 or any Amendment or Supplement thereto.

(d) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the EMPLOYER and the ASSOCIATION and shall be binding on the parties.

(e) The cost for the services of the arbitrator shall be borne equally between the EMPLOYER and the ASSOCIATION. Any other expenses, including but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

(f) 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. However, upon mutual consent of the parties, the time limits in any step may be extended or contracted.

ARTICLE XVII. 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 any 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 construed 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 injuncton or damages or both in the

event of such breach by the Association, its members or any person acting on its behalf.

ARTICLE XVIII. FULLY BARGAINED PROVISIONS

SECTION 1. This Agreement represents 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. 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. 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.

ARTICLE XIX. SEPARABILITY AND SAVINGS

SECTION 1. 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 XX. TERM AND RENEWAL OF AGREEMENT

SECTION 1. This agreement shall take effect and be retroactive to January 1, 1975, and shall remain in full force and effect until midnight, December 31, 1976, and thereafter from year to year unless either party shall give notice in writing ninety (90) days in advance of the expiration date of this agreement to the Town Clerk of the Town of Dover of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid ninety (90) day notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their corporate seals the day and year first above written.

ATTEST:

TOWN OF DOVER

Joseph Henchy
Joseph Henchy, Acting
Town Clerk

By Richard M. Newman
Richard M. Newman,
Mayor

Date:

Donald J. Alpert
Chairman of Police Committee

ATTEST:

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, DOVER LOCAL 107

Chantal F. Luttis

By W. Edward Casey