

AN AGREEMENT
BETWEEN THE
DOVER POLICE DEPARTMENT MEMBERS
FRATERNAL ORDER OF POLICE LODGE #15
AND THE
CITY OF DOVER, DELAWARE

JULY 1, 2015 - JUNE 30, 2018

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AGREEMENT

THE AGREEMENT, entered into this ____ day of _____ 2016 by and between the CITY OF DOVER, a Municipal Corporation of the State of Delaware, hereinafter referred to as the "CITY" or as the "EMPLOYER", and the DOVER POLICE DEPARTMENT MEMBERS FRATERNAL ORDER OF POLICE LODGE #15 AND THEIR ELECTED REPRESENTATIVES, hereinafter referred to as the "UNION", MEMBERS, "EMPLOYEES", or FOP, WITNESSETH:

ARTICLE I: GENERAL

1.1 Purpose of the Agreement

It is the purpose of this Agreement to achieve better understanding between the EMPLOYER and the EMPLOYEES: to provide for equitable adjustment of differences which arise; and to establish compatible employment relations.

1.2 Term of the Agreement

The terms of this Agreement shall become effective on July 1, 2015 unless otherwise noted, and shall continue in effect until June, 30, 2018 provided, however, this Agreement shall remain in force and in effect until a new Agreement is entered into between the parties hereto. This Agreement shall be binding on the successors of the parties hereto. Negotiations for a successive agreement shall begin the first week of January 2018.

1.3 Recognition

The City recognizes and acknowledges the Fraternal Order of Police Lodge #15 as the exclusive bargaining representative for all employees in the classification of sworn police officer below the rank of Major. The bargaining unit covered hereunder shall be as follows: all full-time sworn Dover police officers at and below the rank of Captain.

1.4 Union Security

A. All employees who are members of the Union shall pay to the Union the Union's regular and usual initiation fees and its regular and usual dues. For present employees who become members of the Union, such payments shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the latter, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

B. All employees who choose not to become Union members may pay to the Union an amount of money equal to that paid by other employee members' regular and usual dues. The Union agrees to assume full responsibility for compliance with all laws applicable to service fee payors.

1.5 Checkoff

A. The City agrees to deduct, upon written authorization of the employee, from the pay of such employee members of the Union, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deductions are made.

B. The City agrees to deduct, upon written authorization of the employee, from the pay of such employee non-members of the Union, an amount equal to the regular and usual dues paid by members. The City agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made.

C. Checkoff shall be deducted on a biweekly basis.

D. Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union and/or the City to pay such dues in advance.

E. The City will recognize the authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Union.

F. The Union shall indemnify and hold the City, its employees and officers, harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this section on Union Recognition, Union Membership, and Deduction of Union Dues or service fees.

1.6 Savings Clause

If any provision of this Agreement is declared by legislative, judicial, or administrative authority of the State of Delaware or the United States to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The parties shall as soon as practicable open collective bargaining to reach an agreement on substitution provision(s). The collective bargaining called for under this section shall be subject to all of the provisions of 19 *Del. C.* Chapter 16.

1.7 Management

A. The Management of the City of Dover Police Department and the direction of all Department personnel, including; the right to hire; assign; suspend; transfer; promote; discharge or discipline for violation of the Rules and Regulations of the Department, duly promulgated, providing, for such discipline and to maintain the discipline and efficiency of its members; the right to relieve members from assignments for legitimate reasons; the right to determine the manner of operation, and to change the methods or processes, or to use new equipment; the right to establish schedules; to introduce new or improved methods of operation; and to extend, limit, or curtail its operations, is vested exclusively in the Police Chief. The above

statement of management functions shall not be deemed to exclude other functions not listed herein. In no case shall the exercise of the above prerogative of management be in derogation of the terms and conditions of this Agreement or of State law.

B. For purposes of the implementation of any provision of this Agreement wherein authority is vested in the Police Chief, the Police Chief may designate any member of the Department to act on his behalf.

1.8 Maintenance of Standards

A. The parties agree not to eliminate any benefits expressly stated within this Agreement that are uniformly conferred throughout the Police Department.

B. For the purposes of this Agreement, benefit shall be defined as any established practice or procedure, the primary intent of which is to better the working conditions of the individual member, rather than to enhance the operational efficiency of the Department. No procedure which is not set forth in any rules, regulations, general or special orders, memorandum or standard operating procedure shall be included within the meaning of this provision. Established practices expressly stated within this Agreement that are uniformly enjoyed throughout the Police Department shall be included herein.

C. For the purposes of this section, "intent" shall be ascertained by objective standards.

1.9 Incorporating More Liberal Benefits

The EMPLOYER agrees that during the terms of this Agreement, any action by the Governmental Body of the City providing for more liberal benefits for all sworn Police officers within the Police Department than those listed shall supersede any similar benefit provided for in this Agreement.

1.10 No Strike/No Lockout

A. It is agreed that during the term of this Agreement neither the Employees, its officers or its members for any reason will authorize, institute, aid, condone, or engage in a strike.

B. The Employees agree to notify all of their officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibility to remain at work during any strike which may be caused or instituted by others and to encourage employees violating Paragraph A to return to work.

C. The City shall have the sole and unlimited right to discipline any employee who instigates, participates in or gives leadership to a strike.

D. During the term of this Agreement, the City shall not lockout any employees.

1.11 Reduction in Force & Recall

The City in its discretion shall determine whether a reduction in rank and/or layoffs are necessary. The Union will be given two weeks advanced notice should such a determination be made. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. Reductions in rank, when necessary, shall begin in the higher ranks with the least senior person being set back one rank, should there be no vacancies in that lower rank the process will be repeated until the authorized number is achieved at each rank. Layoffs, if necessary, shall begin with those employees having the least seniority in the department. This seniority shall be based on the employee's years of service. If two or more employees have the same start date, the least senior will be the employee with the highest IBM number. Employees who have been laid off shall have recall rights for two years from the date of their layoff, in the inverse order of the layoff.

1.12 Grievance Procedure

A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. All grievances filed shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement. Discipline and appeals of disciplinary action are not subjects covered by this grievance procedure.

A. The aggrieved employee shall file with the Deputy Chief (Major) a written statement explaining the grievance, the specific contract provision involved, the manner in which the contract has been violated and the remedy sought. The aggrieved employee shall file the grievance within ten (10) working days of the date of the grievance, or when the employee obtains knowledge or should have obtained knowledge of its occurrence. The Deputy Chief (Major) shall discuss the grievance with the employee and shall reply to the employee, in writing, within three (3) working days of the meeting held with the employee.

B. If, after receipt of the written decision of the Deputy Chief (Major), the grievance has not been satisfactorily resolved, the employee shall, within three (3) working days file a written appeal to the Chief of Police. Within five (5) working days the Chief will assemble a panel to hear the appeal. The panel will consist of the Human Resources Director, or his designee, and other such personnel who bring appropriate knowledge/skills to the meeting. The aggrieved employee has the right to take a FOP representative of Lodge #15 to this meeting. At such meeting, discussion shall be limited to the issues raised in the grievance and an earnest effort shall be made to arrive at a satisfactory resolution of the issue. Each party shall make notes of the substance of the issues and conclusions of the meeting. The Human Resources Director and Chief of Police shall respond in writing five (5) working days of the conclusion of the hearing.

C. If after receipt of the written decision of the Human Resources Director and the Chief of Police, the grievance has not been satisfactorily resolved, or if they fail to agree the Lodge may appeal to an impartial arbitrator by writing to the Human Resources Director not later than thirty (30) days after the rendering of the decision or expiration of the time limit for the

rendering of such decision. No appeal shall be considered unless signed by the President of the Lodge or his designee.

D. The impartial arbitrator shall be selected by the Lodge and Employer. In the event they are unable to agree upon an impartial arbitrator within five (5) days after the request for arbitration is made by either party, the impartial arbitrator shall be selected through and pursuant to the rules of the American Arbitrator Association. The parties agree that arbitrator provided by the AAA shall be a member of the National Academy of Arbitrators. The cost of the impartial arbitrator shall be borne by the losing party. The decision of the arbitrator shall be made within thirty (30) days of the closing of the hearing and shall be binding upon both parties.

E. The arbitrator shall have access to all written statements and documents pertaining to the appeals in the grievance.

F. Within thirty (30) days after the selection of the impartial arbitrator, the arbitrator shall hold a hearing in connection with the appeal. The employee may be represented by a representative of his choice. Hearings need not be conducted according to technical rules relating to evidence and witnesses: provided, however, that neither party shall be permitted to rely entirely on hearsay.

G. Within thirty (30) days of the conclusion of the arbitrator's hearing, he shall certify his findings which shall then be final.

H. Matters which may be grieved shall be limited to disputes or misunderstandings which may arise between the parties concerning the application or interpretation of this Agreement.

I. The Lodge shall be presumed to be the authorized representative of all members of the bargaining unit in grievance proceedings, unless an individually aggrieved employee, in writing, rejects its representation.

J. Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Lodge may initiate a grievance on behalf of the entire group involved. The Lodge may raise the issue starting from Section B above. All individuals in the group that will be affected by the grievance and its resolution shall be bound to any resolution which is accepted by the Lodge Committee and shall not thereafter again raise the issue individually.

ARTICLE II: SALARIES AND ALLOWANCES

2.1 Regular Salaries

A. Effective July 1, 2015 through and including June 30, 2018, the regular salaries of all employees shall be in accordance with the schedule set forth in Exhibit A.

During the term of this agreement (July 1, 2015 – June 30, 2018) represented members of the bargaining unit will not be subject to any furloughs or unpaid leave that would result in a wage reduction.

B. Current review dates will remain unchanged until an employee is promoted. Upon promotion, the individual's review date will be changed to be on the annual anniversary of the promotion.

Effective July 1, 2007, a new salary scale reflecting the Career Development plan was instituted containing the 4% increase for Corporal and above, and will become a permanent part of the rate structure.

2.2 Overtime Pay

Overtime compensation shall be paid according to the following schedule:

1. Overtime compensation for employees working the eight (8) hour schedule shall be paid time and one-half (1-1/2) their regular straight time rate for hours worked in excess of eight (8) hours in the same day.

2. Overtime compensation for employees working the 12 hour schedule shall be paid time and one-half (1-1/2) their regular straight time rate for hours worked in excess of 12 hours in the same day.

3. Overtime compensation for employees working schedules other than mentioned in paragraphs 1 and 2 of this section shall be paid time and one-half (1-1/2) their regular straight time rate for hours worked in excess of their regularly scheduled daily hours.

4. Except as set forth in paragraph 5 below, overtime compensation shall be paid for hours worked in excess of eighty (80) hours per two week schedule.

5. Employees working a twelve (12) hour shift, who exceed 80 hours worked per two-week pay period without exceeding their regularly scheduled work day hours, shall be paid straight time for all hours worked above 80 up to 84 hours. This section is limited to the four (4) hour block created by the twelve (12) hour shift.

6. Overtime payment is not authorized with respect to starting and terminating time necessary to communicating with relief when changing shifts or receiving assignments, for unscheduled administrative work, or for travel time from an employees home to his reporting station or return.

7. Payment of overtime hours shall not be pyramided and payment shall be only for fifteen (15) minute increments.

8. For the purposes of this Article, "hours worked" shall not include court standby.

9. It is understood that the schedules of this agency are set by the Chief of Police. The Chief of Police retains the right to establish schedules and is not obligated to permanently maintain any other schedule. The Chief shall meet and confer with Union leadership at a minimum of 15 calendar days prior to the implementation of any schedule change

10. Captains will not be eligible to receive overtime pay.

2.3 Standby Pay

The EMPLOYER agrees to pay "Standby Pay", at the regular straight time rate, to those officers of the Police Department who are scheduled to be "on-call" for the full work week. The officers shall receive seven (7) hours straight time pay added to their regular forty (40) hours straight time for such weeks. Any actual time called-in and worked, over and above normal hours, shall be paid at one and one-half (1-1/2) times regular rate of pay. Overtime is not paid while traveling from and to an EMPLOYEE'S home. The scheduling of a "Standby" roster shall be at the discretion of the Police Chief, or his designee. Captains will not be eligible to receive standby pay.

2.4 Court Pay

A. Officers that have subpoenas for **Kent County Superior Court, Kent County Family Court or the Kent County Court of Common Pleas** will be placed on court standby from the time on the subpoena for a period of three hours. The officer will be paid straight time for the three hours of court standby.

B. If an officer is called in for a trial, while on court standby, the officer will accrue overtime from the start time on the subpoena to the end of the trial. If the officer is scheduled to work that evening, then refer to "D" below.

C. In the event that as a result of his official duties, an officer is scheduled to appear in court when he is not on assigned duty, he shall be paid a guaranteed minimum of three (3) hours pay for the time he is required to be in court, except as noted below for the 12 hour shifts. For purposes of this section, a "Court Appearance" shall also include required attendance at any related proceeding in connection with official duties.

D. Minimum court pay will be applied the same as currently practiced except for court appearances that occur on off duty time during the calendar day that the officer is scheduled to report for night shift. Officers will be paid a two (2) hour court minimum on these days for any subpoena time before 11 am. Anytime worked 11 am or after is subject to rescheduling at Management's discretion. Subpoenas for a time of 11 am or later are not subject to the two hour minimum.

E. It is agreed that court pay is a payment for the inconvenience of reporting to court off the regular shift, therefore a person subpoenaed prior to their assigned shift or on a day off will be compensated the full three hours regardless of the time served. It is understood that multiple court appearances within the three hour period will result in only one such payment.

F. Persons required to attend court past the end of their shift or to coincide with the end of the shift will be on overtime for actual hours worked. If the reporting requirement is for any time after the end of the shift the three hour minimum will again be in effect.

G. Justice of the Peace Courts shall be excluded from court pay unless it can be shown by the officer that the court appearance was required and was completely out of his control.

2.5 Shift Differential

Shift differential shall be paid to all employees who work rotating shifts on a permanently scheduled basis. Rotating shifts may be either two or three shifts.

Shift differential shall be paid to any employee assigned permanently to a non-rotating shift schedule whenever majority of the employee's regularly scheduled shift hours during a pay period occur before 8:00 a.m. and/or after 4:00 p.m.

The amount of shift differential pay shall be calculated for each hour actually worked subject to the following schedule:

Day shift (8:00 a.m. to 4:00 p.m.) - 0 cents per hour
Evening shift (4:00 p.m. to midnight) - 75 cents per hour
Midnight shift (midnight to 8:00 a.m.) - \$1.10 cents per hour

This shift differential shall not become part of base pay and shall be paid bi-weekly.

2.6 Clothing Allowance (Non-Uniform)

All non-uniform officers of the Operations Division shall receive a \$750.00 clothing allowance for purchase of clothes in place of uniforms.

2.7 Contract Cleaning (Uniform and Non-Uniform)

The department will maintain a contract cleaning service for Officer's required suits and uniforms. Cleaning service will be provided for 5 uniforms/suits (10 articles) in each two week period.

2.8 Shoe Allowance (Uniform and Non-Uniform)

All officers receive a shoe allowance of \$175.00 for the purchase and/or maintenance of their shoes.

2.9 Bi-weekly Pay

The City will maintain a bi-weekly pay period with Friday as payday. If payday falls on a holiday, payday will be Thursday.

2.10 Holidays

A. The following days and such other days as City Council may designate are holidays with pay for all officers covered under this Agreement.

New Year's Day*	Labor Day
Martin Luther King's Birthday	Columbus Day*
Washington's Birthday*	Veterans Day*
Good Friday*	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

When a holiday falls on a Saturday, a paid holiday is granted on Friday. When a holiday falls on a Sunday, a paid holiday is granted on Monday.

B. Beginning in the 2016 calendar year holidays denoted by an asterisk shall be floating holidays. Employees who are on the payroll as of January 1, 2016 shall receive forty (40) hours of personal leave on January 1 in lieu of observation of the holiday on the official observed day.

Newly hired probationary employees shall receive four (4) hours of personal leave each month not to exceed forty (40) hours of leave during the calendar year of their year of hire. Personal time may be taken as earned or carried over to the next calendar year only during the first year of employment. The month the employee is hired shall count toward calculating the number of months remaining in the calendar year proving the employee was hired prior to the sixteenth of the month.

The use of Personal leave shall be requested at least forty-eight (48) hours in advance, except in the case of an emergency, and are subject to the reasonable scheduling needs of the City. Personal leave shall not be unreasonably denied.

Except as provided above for the newly hired probationary full-time employees, personal days cannot be carried over to the following year. In addition, personal time cannot be used as terminal leave, nor sold back to the City as unused leave.

This clause (B) shall be effective until December 30, 2018.

2.11 Field Training Officer Duty

Members of the bargaining unit serving as a Field Training Officer (FTO) shall receive non-pensionable compensation of \$1.00 per hour for actual hours worked as a field training officer for any field training assignment started on or after July 1, 2009. This additional compensation shall not be used in the calculation of an overtime rate of pay and shall not become part of base pay.

ARTICLE III: OTHER BENEFITS

3.1 Station Meetings

The City shall have the right to schedule all EMPLOYEES to attend station meetings, not to exceed two (2) hours each six (6) months. Officers shall not receive additional

compensation for attending such meetings. EMPLOYEES who are on vacation, day-off, or on sick leave shall not be required to attend.

3.2 Damage of Personal Property

A. Compensation shall be provided to EMPLOYEES when personal property is either destroyed or damaged as a direct result of actions arising out of the officer's performance of official duties subject to the following procedures:

1. Within three (3) calendar days of the destruction or damage, a written report of the incident must be filed with the supervisor, containing a copy of the Report of Investigation and the officers report, detailing how the personal property was destroyed or damaged; a description of the personal property; and the estimated cost of repair or replacement.

2. The personal property should, where practicable, be available for inspection. Compensation shall not be paid without the written approval of the Chief of Police.

B. The repair, replacement or compensation in lieu thereof, at the Department's option, shall in any event be limited to three hundred dollars (\$300.00).

C. Such reimbursement will be made by the City within thirty (30) days of the completion of the proper reporting procedures. The Officers suffering such damage agree to continue to pursue recovery through the systems now in use, and to sign over to the City any reimbursement received from those other sources.

3.3 Police Conventions

Upon reasonable notice, members of the Department, not to exceed three (3) persons, shall be given time off without loss of benefits or seniority, to attend police conventions; provided that such time off shall not exceed an aggregate of twenty-seven (27) working days per calendar year.

3.4 Health Care Insurance

A. The City participates in a Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

For employees hired before October 9, 2015, the City will pay 85% of the total monthly premium, regardless of plan or tier choice. The employee will be responsible for 15% of the total monthly insurance premium, regardless of the plan or tier choice.

B. For employees who retire after July 1, 1991 and before July 1, 2012, the City shall pay 100% of individual employee monthly premium. Also, the City shall pay 75% of the retiree's dependent coverage. For employees who retire on or after July 1, 2012, the City shall pay 85% of the total monthly premium, regardless of plan or tier choice. The retiree will be responsible for 15% of the total monthly insurance premium.

If any change is made in the active employee's cost-sharing formula as described above, the City will give consideration to an identical change for existing retirees.

For employees who are hired on or after October 9, 2015:

During active employment the City will pay 80% of the total monthly insurance premium regardless of plan or tier (employee, child(ren), spouse or family coverage). The employee will pay 20% of the total monthly insurance premium.

During retirement: The City will not contribute towards dependent coverage. The employee will have the option to purchase dependent coverage under the City's group rate plan at full cost to the employee/retirees.

Employees hired on or after October 9, 2015, must complete a minimum of twenty (20) years of service with the City of Dover in order to be eligible for retirement health care paid for by the City of Dover. Employees retiring with a disability pension as a result of a work related injury will be eligible for retirement health care per this agreement.

3.5 Vision Care Insurance

The City will provide a \$10 deductible eye care plan for employees. This will be an insured plan and is subject to the terms of the plan sponsor.

3.6 Optional Dental Insurance

The City agrees to sponsor an optional, employee paid, group dental plan. The City will solicit employee representative input to any plan design changes.

3.7 Professional Liability Insurance

The EMPLOYER agrees to secure and continue to pay premiums on a professional liability insurance policy for the duration of this contract and for as long as such policies are commercially available in the normal domestic insurance market. The extent of each officers coverage, and any conditions concurrent with such coverage shall be set forth exclusively in the insurance policy. A copy of the policy shall be provided to the Department, and the Lodge Secretary.

3.8 Work Week

A. The normal work schedule for members assigned to Patrol for the Dover Police Department shall be the 12 hours schedule in effect as of July 1, 2014.

B. The normal work schedule for Criminal Investigations Unit and Drug Vice and Organized Crime Unit shall be five (5) days per week from Monday to Friday inclusive.

C. For other units, members shall work a schedule as assigned by the Chief.

D. The Chief of Police retains the right to establish schedules and is not obligated to permanently maintain any schedule.

E. For Agreement purposes, the pay period shall begin on Sunday, 12:01 am and end 14 days later on Saturday, 12:00 midnight.

F. The work day shall be considered the day the shift begins.

G. For purposes of determining holiday worked as it relates to the pay vs. vacation option, an officer will be considered to have worked the holiday only if their regular shift begins on the calendar day of the City recognized holiday.

H. Any regular shift hours worked on a holiday will be paid at straight time. The 8 hour City holiday benefit pay shall count towards total hours worked for the pay period.

I. All employees are expected to be at their assigned place and ready for work at the start of their work day as required by Rules and Regulations of the department. Lateness, for justifiable reasons will be excused, but habitual tardiness will not be excused. Prior arrangements for planned absences must be made with the employee's supervisors.

J. The Chief of Police is empowered to adjust work schedules as he deems necessary in the best interest of the department.

3.9 Assigned Day Off

Each officer assigned and working 12 hour shifts shall be scheduled off for a single 4 hour block during the pay period, either at the beginning or end of that officer's assigned shift, unless requested otherwise by the officer for hardship and with Management's approval. If this 4 hour block cannot be accomplished reasonably within the pay period the resulting 4 hours will be compensated with straight pay for hours worked.

3.10 Education Incentive Program

A. Employees who possess an associate's degree shall receive an annual stipend of \$700, payable on or about December 1 of each year.

B. Employees who possess a bachelor's degree shall receive an annual stipend of \$1,000, payable on or about December 1 of each year.

C. Payments shall not be considered overtime rates and shall not be pensionable.

D. Transcripts will be required for eligibility in this program.

E. This program is limited to one degree only.

F. Employees must be full-time police officers with the Department for three (3) years to be eligible.

3.11 Vacation

A. The City of Dover existing Vacation Policy shall remain unchanged. The table below reflects this policy. Upon implementation by all other employee groups, leave will be recorded in fifteen (15) minute blocks.

B. The term day refers to 8 hours and not the Patrol Unit's assigned 12 hour work day.

<u>Allowed Continuous Service Requirement</u>	<u>Amount of Vacation Earned</u>	<u>Carry Over</u>
6 months to 8 years*	1-1/4 days per month (15 days per year)	15 days
8-15 years	1-3/4 days per month (21 days per year)	21 days
15-20 years	2 days per month (24 days per year)	24 days
20 years and over	2-1/4 days per month (27 days per year)	27 days

*Upon successful completion of six month's employment, an employee shall be credited with six days vacation time; after which vacation shall be accrued per the above schedule.

C. All other aspects of the plan shall remain the same.

3.12 Vacation "Sell Back"

Effective December 2016, members shall be allowed to sell back unused vacation up to a total of 80 hours in four (4) hour increments. The payment in lieu of vacation shall be made in December each year and paid at the rate then in effect for the individual.

This pay shall be optional. The employee must request in writing to the Chief's office prior to the submission of the department's budget to reserve the option of pay in lieu of vacation in the budget. Pay in lieu of vacation shall not be considered pay for pension purposes. No employee contribution will be deducted, the City will not make pension contributions based on the pay and the pay shall not be used to compute pension benefits.

3.13 Police Pension Plan

A. The EMPLOYEES agree that the Police Pension Plan is a non-negotiable item.

3.14 Physical Fitness Standard

The City and Union will cooperatively set a physical fitness standard and conduct an annual test. Those who perform at the excellent level will receive a bonus of \$150; those who

exceed the standard will receive \$75. (A separate minimum standard will also be developed by Police Management). Employees must take the test on an annual basis.

3.15 Weather Emergency

When the City Manager closes the City's Administrative Offices due to a weather emergency, then those employees covered under this Agreement who are required to report to work or to continue working under the City's inclement weather policy will be compensated with time off on an hour-for-hour basis for each hour they actually work while City offices are closed two hours or more during the normal work week (Monday-Friday). Furthermore, the City shall not pay overtime to obtain the necessary staffing level to cover any position under this weather emergency policy.

3.16 Benefits in Effect

Standards in effect as of the time of negotiations concerning the below listed benefits shall become part of this Agreement:

1. Clothing and equipment issue and replacement - All uniforms and equipment required to be worn by members will be issued and replaced as necessary by the City.
2. Bereavement - In the event of a death in the immediate family of an employee, the employee shall be granted three (3) working days, with pay, not charged to any leave balance, to arrange for and/or attend funeral service or related matters if the funeral is over four hundred (400) miles from the City, the employee shall be granted five (5) working days, with pay, not charged to any leave balance, to arrange for and/or attend funeral service or related matters.

Immediate family defined:

Described as the employee's father, mother, guardian, spouse, significant other if not married or separated from spouse, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, brother, sister, grandparents, grandparents-in-law, grandchildren, step-father, step-mother, or any relative that was living with the police officer.

Payment for absences due to a death in the family will not be made in addition to sick leave payments or holidays which may occur simultaneously.

An employee may request additional time beyond the time provided. The Chief may grant such additional time to be charged against the employee's sick leave.

Hours granted as bereavement time shall be counted as hours worked for the purpose of calculating overtime and shall not be charged as vacation if the police officer is on vacation at the time of the death.

3. EDUCATIONAL ASSISTANCE

The City promotes continuing education if this education will better equip the employee to do his/her job. An employee is allowed to receive reimbursement for a maximum of three (3) courses per semester/quarter/block. This benefit is available to an employee who has successfully completed his or her initial probationary period of employment, with the exception of sworn police officers. Sworn police officers are eligible upon completion of six months of employment.

To be eligible for this benefit an employee must have demonstrated during his/her full-time regular employment with the City, prior to application, that his/her elementary and secondary public school training is sufficient and adequate for extended study and training and that such informal education and training is compatible and commensurate with the employee's chosen extended study and training.

The employee's selected courses must be approved in writing and in advance by the Chief of Police and the Human Resources Department. The selected courses of study must be helpful to the employee in his or her present work and basic advancement.

The City shall reimburse the employee for tuition, laboratory fees and books. Reimbursement will be the lower of University of Delaware in-state rates for the level and type of course taken or the actual amounts paid for tuition. Employees shall receive reimbursement based upon the follow schedule:

Letter Grade	Grade	Reimbursement Percentage
A	90-100	100%
B	80 to 89	90%
C	70 to 79	80%
D or F	69 and under	0

Receipts and official grade verification must be provided for reimbursement.

The City shall reimburse the employee for books provided the City has the option of retaining the books if it so desires.

An employee who takes advantage of this policy shall be required to complete at least two (2) continuous years of employment with the City upon receiving reimbursement or shall have the amount of the reimbursement deducted from his/her final pay check. This agreement shall not constitute an employment contract.

No employees shall be eligible for benefits under this policy if they are enrolled and receiving benefits under any other Education Association Plan, such as "G.I. Bill", LER or L.E.A.A., etc.

Officers will work with Robin Adkins, Police Administrator, her successor, or another appropriate person assigned by the City, to complete the necessary paperwork to apply for educational assistance to the Law Enforcement Officers Educational reimbursement program (LER Program). The City will not provide reimbursement if the employee did not submit the necessary paperwork to the LER program according to the LER guidelines/timelines. The City will process payment for educational reimbursement in due course, and when the Officer receives payment from the LER Program, the Officer(s) will reimburse the City promptly. An employee who is approved for the program but fails to register for courses shall be ineligible to reapply to the program without the written approval of the Chief of Police.

For complete details on the reimbursement process, the Human Resources Department should be contacted.

4. Dues Deduction - Upon written authorization of any employee the City shall deduct from each Fraternal Order of Police Lodge #15 members wages the bi-weekly amount of dues as certified by the Secretary of the Lodge and shall deliver the same to the Treasurer of the Lodge. The Fraternal Order of Police Lodge #15 agrees that they shall hold the employer harmless against any and all complaints, claims, judgments, or demands that may arise out of or in any way be related to compliance by the employer with the terms of this section or in reliance by the employer upon any document furnished to the employer by the Lodge pursuant to the provisions of this section.

5. Pre-employment Requirements

Each person to whom employment with the City is offered may be required to pass a pre-employment physical successfully, and complete a background check and drug test at a City designated medical facility at the City's cost, before an appointment to such employment becomes effective. For a person offered employment with the City of Dover as a uniformed Police Officer, he or she will be required to pass a pre-employment physical at the City's cost.

6. Annual Service Awards - The City shall provide a Service Award Program to recognize employees for continuous and loyal service.

7. Veterans Administration Training Approval

8. Sick Leave including Terminal Leave and Retirement Credit will continue to be administered per the employee handbook dated July 2004 except as detailed here. Upon implementation by all other employee groups, leave will be recorded in fifteen (15) minute blocks. Sick leave may also be used for the well care of the immediate family residing in the employee's principal place of residence. This use of sick leave may require verification by the City from the first hour used as deemed appropriate by the Department Head. In expanding the reasons for the use of sick time, the City has not changed its standards for attendance at work. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be a subject of the performance evaluation and it can also be just cause for progressive disciplinary action.

Terminal Leave payments will be set at a maximum of one-hundred (100) days for all officers hired after 4/21/04. Officers hired on or before 4/21/04 shall be permitted to sell back as outlined below.

All officers hired on or prior to 4/21/04 shall be allowed to sell back or use as terminal leave up to 100 days with 20 years of service; up to 105 days with 21 years of service; up to 110 days with 22 years of service; up to 115 days with 23 years of service; up to 120 days with 24 years of service and up to 125 days with 25+ years of service.

During terminal leave, holidays are not recognized. An employee will be required to use accumulated leave for the holiday.

Full-time regular employees shall accumulate sick leave at the rate of one (1) day per completed month (8 hours) or twelve (12) days for each completed year of service. An employee must have earned pay for one-half of his or her workdays for that month to be credited with sick leave. The employee cannot use a month's credit until he or she has earned pay for one-half of his or her workdays for that month.

The maximum number of sick days an employee may accrue is one hundred eighty (180) days. After the maximum numbers of days are accrued, no additional sick leave shall be earned until some of the accrued leave is taken.

9. Life Insurance, Accidental Death & Dismemberment and Off-the-Job Accident & Sickness Insurance provided however that off-the-job sickness and accident coverage shall begin on the twenty-second calendar day or the termination of sick leave, whichever is sooner with the understanding that there is a seven-day mandatory waiting period on sickness that cannot be waived.

10. Maternity Leave will be maintained as outlined below, or as required by the Family and Medical Leave Act, if the Act treats the employee more favorably.

MATERNITY LEAVE

Leaves of absence shall be granted to employees affected by pregnancy, childbirth or related conditions; provided such leave shall not exceed six (6) months. At the commencement of a maternity leave of absence, employees have the option of using accrued sick or vacation leave time in order to continue to receive pay. Pay will cease when all accrued allowances have been used. The use of accrued time-off shall not extend the length of the leave.

The employee may maintain a sick leave balance of 40 hours.

11. Military Leave of Absence will be as outlined below, subject to the following:

A. If on vacation - employee would be paid vacation pay and would keep military pay without adjustments from the City.

B. If military leave is used, City will grant time off and assure their pay is equivalent to City pay.

MILITARY LEAVE

Military Training Leave

Full-time, regular employees who are members of the National Guard or Armed Forces Reserve will be allowed ten (10) work days military training leave per calendar year. If the compensation received while on military leave is less than the base salary that would have been earned during this same time period as a City employee, the employee shall receive partial compensation equal to the difference in the base salary earned as a reservist or guardsman and the base salary that would have been earned during this same period as a City employee. The effect will be to maintain the employee's salary at a normal level during this period. If such military duty is requested beyond this ten (10) work day period, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status. While taking military leave with partial pay or without pay during the ten (10) work day period, the employee's leave credit and other benefits shall continue to accrue as if the employee physically remained with the City during this period. An employee may use vacation time for the ten (10) days military duty and receive both vacation pay and pay from the military without reimbursement to the City. An employee must notify his/her supervisor a minimum of ten (10) days prior to taking military leave.

The pay received from the military while on military leave shall not be considered as pay for pension purposes. No employee pension contributions will be deducted, the City will not make pension contributions based on the pay and the pay shall not be used to compute pension benefits.

Active Duty

Full-time, regular employees who are guardsmen and reservists have all the job rights specified in the Veterans Readjustment Assistance Act. All employees who enlist or are reactivated in one of the military services will be granted on application a military leave of absence for a maximum period of five (5) years.

Military Mobilization Pay

If the compensation received by a full-time regular employee while on military leave as a result of individual or military unit mobilization is less than the base salary that would have been earned during this same time period as a City employee, the employee shall receive partial compensation equal to the difference in the military compensation earned as a reservist or guardsman and the base salary that would have been earned during the same time period as a City employee. This differential shall be paid for a time period of up to one year from the date the employee reports to active military service duty and shall cease upon termination of the active duty assignment. Military compensation shall include base pay, all special pay, bonuses and allotments, and any other direct compensation received as a result of mobilized military service from the government of the United States or any State government.

Reemployment After Military Service

Upon release from military service with an honorary discharge, a retiring veteran must apply for reinstatement as follows:

<u>Service Time</u>	<u>Return</u>
30 days or less	Beginning of the next regularly scheduled work period on the first full day following completion of service and expiration of an 8 hour rest period following safe transportation home.
31 to 180 days	Application of reinstatement must be submitted not later than 14 days after completion of military duty.
180 days or more	Application for reinstatement must be submitted not later than 90 days after completion of military duty.

Benefits

When the veteran is returned to active employment all benefits previously earned such as sick leave, longevity pay, unused vacation time and cost of living increases shall be credited to his record. Time spent while on active duty shall be credited towards completed year's service with the City for the purpose of computing retirement time, vacation time, and longevity increases. Employees will not accumulate vacation or sick leave during active duty assignments. In regards to pension benefits, sworn police officers are subject to the Delaware County and Municipal Police/Firefighter Pension with the State of Delaware. Please contact the State of Delaware Pension Office for complete details.

An eligible City employee shall receive uninterrupted health insurance benefits at the same level as before he or she was called to active duty for a period of up to one year from the date the employee actually reports to active military service. The employee shall also be allowed to continue pension contributions based on his or her normal base pay.

12. On-the-Job Injury*

*As to the On-the-Job Injury benefits in effect as of the time of negotiations the position of the respective parties are, without waiver of any rights or claims as follows:

1. Police Officers: Total salary and benefits to be paid by the City to a Police Officer during the total time off due to a job related injury with benefits ceasing only upon termination of the physical disability.

2. City: In the case of an accidental injury to a Police Officer which occurs while on the job and is covered by Workman's Compensation Insurance, the City shall guarantee a 100% of the injured Police Officers salary for the first sixty (60) calendar days that the Officer is absent from work under a licensed physician's care. In each situation where the Officer must be absent from work because of an on-the-job injury beyond the sixty days period,

the City Council of the City of Dover, after reviewing the Officer's case, may at its discretion grant an extension of the Officers 100% pay for an additional period of time not to exceed 305 calendar days.

13. Access to Personnel File - per Article XIX, Section 2 of the Employee Handbook dated July 2004.

ACCESS TO PERSONNEL RECORDS

Any person may have access to the information listed in Section 1 of the Employee Handbook dated July 2004, except for items e, f and g, for the purpose of inspection, examination and copying during regular business hours of the City. Access to such information shall be governed by the following:

(a) All disclosure of records shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information: Name of the employee; information disclosed; date information was requested; name and address of person to whom the disclosure is made; purpose for which the information is requested. This information must be retained for two years.

(b) Upon request, records of disclosure shall be made available within a reasonable time to the employee to whom it pertains.

(c) An individual examining a personnel record may copy the information. Any available photocopying facilities may be provided and the cost may be assessed to the individual.

14. Outside Employment

The work of the City will take precedence over other occupational interests of employees. All outside employment for salaries, wages, commission and self employment must be reported to the Chief of Police, who in turn will report to the City Manager for review. The City Manager or the appropriate City Official will review such employment for possible conflicts of interest and/or impact upon the efficiency of the employee. Such request will be placed in the employee's personnel file located in the Human Resources Department at the Dover Police Department. Conflicting outside employment or outside employment which inhibits an employee's efficiency will be grounds for disciplinary action, up to and including dismissal.

15. Bulletin Board Privilege - The Fraternal Order of Police Lodge #15 may maintain a bulletin board for its members. Space for the board is to be in a common area where all Officers have access. The location is to be mutually agreeable by the employer and the FOP.

16. Vest - The City shall issue and replace bullet proof vests to members. The replacement of such vests shall be at the suggested manufacturer time.

17. Shift Trading

18. Extra duty pay will be paid at time and ½. Minimum three (3) hours pay per extra duty assignment.

19. Funeral Expense - Should an active employee die, a funeral allowance of \$1,000 will be granted.

20. Police Car Air-conditioning - The City shall provide that each City purchased vehicle used for police purposes will be equipped with a working air conditioning unit.

21. Any previously defined leave benefit not specifically addressed above, which is defined in terms of days, will be converted to hours based on one day equaling 8 hours.

22. Merit Steps

23. Sort Pay – Persons serving on the Sort Team will be paid an additional fifty dollars (\$50.00) per month.

24. Direct deposit of paychecks is mandatory.

25. City Residency Incentive

A bonus of \$1,000 will be provided to employees who reside within City of Dover limits. "Residence," "reside" and "residing" refers to a place of bona fide continuous habitation. Owning or renting property for which the employee does not maintain a residency within does not qualify for the incentive. Residency will be documented each year. This bonus is to be paid annually on or about September 1st to officers on record on June 1 and at the time of payment.

Residency certification will be validated with the submission of the following documents. Supporting documentation must reflect the employee's name as the account holder.

1. Property Tax records
2. Homeowner or tenant records (mortgage, if applicable, or lease agreement, if applicable)
3. City of Dover utility bill demonstrating customary usage or consumption to demonstrate bona fide continuous habitation
4. Internet, cable, satellite, or phone/mobile records.

The incentive here-in provided shall not be considered in the overtime rate or as affecting any other fringe benefit program presently in force.

3.17 Acting Out of Title

To assure the orderly performance and continuity of municipal service, the City may find it necessary to temporarily upgrade employees on an acting basis to position of a higher rank. Temporary upgrading may be required in order to fill or compensate for temporary vacancies which may exist for any of the following reasons:

(a) A position is vacant and is scheduled to be filled by a regular full-time employee and a period of time is required so as to proceed with and complete the normal appointment procedure.

(b) A position is temporarily vacant, although regularly filled, because the regular employee is on vacation, sick leave, light duty, Worker's Compensation or some other approved leave of absence.

After having been upgraded under this policy for twenty (20) consecutive or more calendar days, an employee shall become eligible for a temporary upgrade pay increase on the twenty-first (21) calendar day. Pay increase shall be a minimum of 5% or the minimum starting salary of the position, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their representatives hereunto duly authorized dated:

CITY OF DOVER

FOP REPRESENTATIVES

William W. Bowser, Esq.
Chief Negotiator

Sean Malone
Chief Negotiator

Kim Hawkins
Human Resources Director

Aaron Dickinson
Sergeant

Chief Paul Bernat
Police Chief

Peter Martinek
Corporal

Scott D. Koenig, P.E., ICMA-CM
City Manager

R. Ernie Roswell
Sergeant

Kirby Hudson
Assistant City Manager

Donna Mitchell
Controller/Treasurer

Date of Ratification by City Council

November 24, 2015
Date of Ratification by FOP

Exhibit A

Exhibit A

July 1, 2015 - June 30, 2018

Year of Service	Patrolman		Patrolman First Class		Corporal		Master Corporal		Sergeant		Lieutenant		Captain	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Academy	\$21.64	\$45,011.20												
1	24.04	50,003.20												
2	24.76	51,500.80												
3	25.73	53,518.40												
4			\$27.30	\$56,784.00										
5			28.39	59,051.20										
6			29.53	61,422.40			\$31.88	\$66,310.40						
7			30.71	63,876.80			33.16	68,972.80						
8			31.94	66,435.20			34.54	71,843.20	\$37.13	\$77,230.40				
9			33.22	69,097.60	\$34.54	\$71,843.20	35.93	74,734.40	38.62	80,329.60				
10			33.22	69,097.60	35.93	74,734.40	37.36	77,708.80	40.16	83,532.80				
11			33.22	69,097.60	36.28	75,462.40	37.74	78,499.20	40.57	84,385.60	\$42.55	\$88,501.92		
12			33.22	69,097.60	36.65	76,232.00	38.11	79,268.80	40.97	85,217.60	43.19	89,835.20		
13			33.22	69,097.60	37.01	76,980.80	38.49	80,059.20	41.38	86,070.40	43.62	90,729.60		
14			33.22	69,097.60	37.38	77,750.40	38.88	80,870.40	41.80	86,944.00	44.06	91,644.80	\$47.94	\$99,715.20
15			33.22	69,097.60	37.38	77,750.40	39.27	81,681.60	42.21	87,796.80	44.50	92,560.00	47.94	99,715.20
16			33.22	69,097.60	37.38	77,750.40	39.66	82,492.80	42.64	88,691.20	44.94	93,475.20	48.90	101,712.00
17			33.22	69,097.60	37.38	77,750.40	40.06	83,324.80	43.06	89,564.80	45.39	94,411.20	48.90	101,712.00
18			33.22	69,097.60	37.38	77,750.40	40.46	84,156.80	43.49	90,459.20	45.84	95,347.20	49.88	103,750.40
19			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	43.93	91,374.40	46.30	96,304.00	49.88	103,750.40
20			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	46.77	97,281.60	50.87	105,809.60
21			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	50.87	105,809.60
22			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,867.70
23			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,867.70
24			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,870.40
25			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,870.40
26			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,870.40
27			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,870.40
28			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,870.40
29			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,870.40
30			33.22	69,097.60	37.38	77,750.40	40.87	85,009.60	44.37	92,289.60	47.24	98,259.20	51.38	106,870.40

Side Letter

City of Dover and Fraternal Order of Police, Lodge #15

This Agreement is between the City of Dover ("City") and Fraternal Order of Police Lodge #15 ("FOP").

Whereas, the City and the FOP has agreed on a new collective bargaining agreement ("CBA") with a term from July 1, 2015 through June 30, 2018; and

Whereas, Article 2.10 of the CBA provides that the five (5) holidays, including New Year's Day, were converted to "floating holidays" and that employees were to receive forty (40) hours of personal leave in lieu of observing the five (5) converted holidays on the official observed day; and

Whereas, the CBA was not ratified by the FOP membership and approved by City Council until after January 1, 2016; and

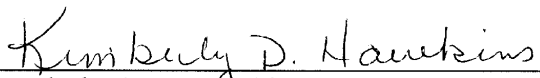
Whereas, New Year's Day was observed as a holiday on January 1, 2016, and not as a "floating holiday;"

Now, therefore, the City and FOP agree this 11th day of February 2016, as follows:

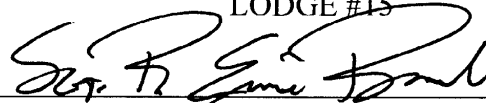
1. Notwithstanding any language in Article 2.10 of the CBA, employees shall receive thirty-two (32) hours of personal leave for calendar year 2016 instead of forty (40) hours of personal leave.
2. New Year's Day shall be treated as if it was a holiday and not a "floating holiday."

CITY OF DOVER

FRATERNAL ORDER OF POLICE,
LODGE #15



Kimberly D. Hawkins, SPHR, SHRM-SCP
Human Resources Director



Sergeant R. Ernie Roswell