City of Dover/FOP Tentative Agreement
August 27, 2009

Term - 3 years (July 1, 2009 - June 30, 2012)

Effective July 1, 2009 – All provisions in previous agreement not changed by this agreement shall remain in full force and effect.

Wages (Costs are represented on page 2)

July 1, 2009 – June 30, 2010
3.5% across the board pay increase
Letter of understanding limiting amount of furloughs days up to 9 days

July 1, 2010 – June 30, 2011
1.5% minimum to 3% maximum across the board pay increase depending on an agreed upon CPI/Inflation calculation.
No furloughs or unpaid leave resulting in a wage reduction

In order to avoid any delay in supplying the tentative agreement information to you for review by tomorrow night, the FOP and City will determine the specific CPI by Tuesday night's meeting. The City will be suggesting using the CPI-U published in January 2010 for the period of December 2008 to December 2009, unseasonally adjusted for the Philadelphia-Wilmington-Atlantic City, PA, NJ, DE and MD area for all items.

July 1, 2011 – June 30, 2012
Wage reopener only
Parties will also attempt to develop a new wage scale
No furloughs or unpaid leave resulting in a wage reduction

Cost: Charts compares the original tentative agreement of 2.5% on June 30, 2010 and 2.5% on July 1, 2010 with 3.5% on July 1, 2009 and a minimum of 1.5% on July 1, 2010. The July 1, 2010 increase is subject to the CPI thus the pay increase could be as high as 3%. The maximum increase is noted in the third chart.

						Wages Only		Wages & Benefits	
						Annual	Cumulative	Annual	Cumulative
Per City Chart		Salary	Benefits	Overtime	Total	Increase	Increase	Increase	Increase
2009		5,622,968	1,481,089	461,508	7,565,565				
2010	100.00%	5,715,091	1,505,354	457,534	7,677,979	92,123		112,414	
2011	105.00%	6,074,447	1,600,008	488,101	8,162,556	359,356	451,479	484,577	596,992
2012	100.00%	6,135,839	1,616,179	488,101	8,240,119	61,392	512,871	77,563	674,554

						Wages Only		Wages & Benefits	
						Annual	Cumulative	Annual	Cumulative
Per City Chart		Salary	Benefits	Overtime	Total	Increase	Increase	Increase	Increase
2009		5,622,968	1,481,089	461,508	7,565,565				
2010	103.50%	5,915,119	1,558,041	473,551	7,946,711	292,151		381,147	
2011	101.50%	6,077,484	1,600,808	488,344	8,166,636	162,365	454,516	219,925	601,072
2012	100.00%	6,138,907	1,616,987	488,344	8,244,238	61,423	515,939	77,602	678,673

						Wages Only		Wages & Benefits	
						Annual	Cumulative	Annual	Cumulative
Per City Chart		Salary	Benefits	Overtime	Total	Increase	Increase	Increase	Increase
2009		5,622,968	1,481,089	461,508	7,565,565				
2010	103.50%	5,915,119	1,558,041	473,551	7,946,711	292,151		381,147	
2011	103.00%	6,167,299	1,624,466	484,614	8,276,378	252,180	544,331	329,667	710,814
2012	100.00%	6,335,692	1,668,820	484,614	8,489,126	168,393	712,724	212,748	923,562

Yellow highlight represents a placeholder as the wage increase in year three is an unknown.

Additional Contract Amendments

July 1, 2009

Section 1.11 Reduction in Force and Recall

City will advise and consult with Union. Final determination rest with City (letter of understanding will be issued).

1. Members shall be allowed to "Sell Back" unused vacation up to a total of 80 hours. Any amount of hours up to 40. After 40 hours, vacation may be sold in increments of 20 hours, i.e. 60 or 80 hours. The first opportunity to sell back the additional time is December 2010.

2. The current contract is silent in regards to temporary upgrades however the City of Dover's Personnel Policy references temporary upgrades. The language below will be inserted into the contract. It is the exact language from the personnel policy with the exception that the temporary upgrade will occur after 20 days rather than 30 days as indicated in the personnel policy.

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.

3. Field Training Officers (FTO) shall be paid $ 1.00 extra per hour when performing the duties as a FTO.

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.

4. FOP will participate in a joint Healthcare Committee with the City in order to look at ways of reducing cost in the future.

The City will be seeking ways to address health insurance coverage and the effects it has on Other Post Employment Benefit (OPEB) liability. The City will invite a FOP representative to actively participate in addressing these topics. Once issues are addressed and feasible solutions determined, the option to reopen the contract shall be considered for negotiation on this article only. The contract shall only be opened upon mutual agreement by the FOP and the City and any changes shall be agreed to by both parties.

5. Insertion of previously agreed upon language for Captains and general "clean up' of the contract. The "clean –up" will not change the meaning of the contract.