

**AGREEMENT**

**BETWEEN**

**TOWN OF DOVER, MORRIS COUNTY**

**AND**

**LOCAL 102**

**AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS (WHITE COLLAR)**

**FOR THE PERIOD**

**JANUARY 1, 2004 THROUGH DECEMBER 31, 2008**

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**WHITE COLLAR CONTRACT**

THIS AGREEMENT, entered into this 1st day of January, 2004 BY and BETWEEN:

TOWN OF DOVER a Municipal Corporation of the State of New Jersey, with offices at 37 North Sussex Street, Dover, New Jersey, 07801(hereinafter called the Employer".)

and

TEAMSTERS LOCAL 102, an Affiliate of the International Brotherhood of Teamsters, 12-18 River Road, Fair Lawn, New Jersey 07410 (hereinafter referred to as the "Union").

**WITNESS:**

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public laws of 1968, its amendments and supplements thereto, the Employer and Union have met and negotiated the terms and conditions of the employment of the employees of the White Collar Employees employed by the Town of Dover for the fiscal years 2004, 2005, 2006, 2007 and 2008; and

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

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

**ARTICLE 1 – RECOGNITION**

1.1 The Employer agrees to recognize and deal with the Union through its designated representative as the sole and exclusive bargaining agent of all employees of the NON SUPERVISORY WHITE COLLAR Union in the Town of Dover, excepting guards, watchmen, summer help, Town Superintendent, Assistant Town Superintendent, craft employees, professional employees and police employees, foremen, confidential employees and supervisors within the meaning of the Act. This Agreement does not extend to members of the Union employed by the Town of Dover in the Blue Collar or Water Department Union.

1.2 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 2 - COVERAGE**

2.1 It is intended that this Agreement shall cover all matters pertaining to employment, wages, hours, and working conditions concerning the members of the White Collar bargaining unit employed by the Town of Dover.

2.2 It is recognized that only full-time, permanent employees are covered by the provisions of this Agreement.

**ARTICLE 3 - MANAGEMENT**

3.1 It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Mayor and Board of Aldermen of the Town of Dover, among which are the direction and operation of all departments; the types of work to be performed, (including subcontracting, if deemed necessary) the work assignments of employees, the machine tools and equipment to be used, shift schedules and hours of work, the making and enforcing of rules and regulations for discipline and safety of their employees, and whatever action may be necessary in situations of emergency, as determined by the Mayor and Board of Aldermen of the Town of Dover by and through the Town Administrator. None of the rules and regulations so formulated or as changed from time to time, shall be inconsistent with this Agreement.

3.2 The promotion, transfer, discharge or discipline for cause and layoff are the sole functions of the Town Administrator, except as may herein otherwise be provided or limited by any applicable provision of this Agreement.

#### **ARTICLE 4 UNION RIGHTS/RESPONSIBILITY**

4.1 Neither the Town nor the Local shall interfere with, restrain or coerce unit employees in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. The Local shall be responsible for representing the interest of all unit employee without discrimination and without regard to employee organization membership.

4.2 The Union agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Union, will discriminate against any employee. The Local further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved

4.3 The Union 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.

4.4 One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where men assemble for work assignments.

4.5 The business agent or his representative or any officer of the Union shall have admission to the premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Town Administrator for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation during working hours and that this privilege be so exercised as to keep at a minimum time lost thereby to the Employer.

#### **ARTICLE 5 - NO STRIKE PLEDGE**

5.1 The Union covenants and agrees that during the term of this Agreement, neither the Local 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 its employee's duties of employment), work stoppage, slowdown, or walkout. The Local agrees that such action would constitute a material breach of this Agreement.

5.2 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.

5.3 The Local 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.

5.4 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 injunction or damages or both in the event of such breach by the Local, its members, or any person acting on its behalf.

#### **ARTICLE 6 - SENIORITY**

6.1 Seniority is defined as an employee's total continuous length of service with the Town beginning with his or her date of hire. Seniority shall govern with respect to selection of new or vacant positions, vacation preference, overtime assignments provided qualified, layoffs, etc. in their respective class and in accordance with the provisions of Civil Service.

**ARTICLE 7  
POSTING OF NON-SUPERVISORY POSITION VACANCIES**

7.1 To the extent consistent with applicable Civil Service Law and Regulations, openings in non-Supervisory positions in the negotiating unit will be posted on departmental bulletin boards for at least five (5) days to afford interested employees an opportunity to apply.

7.2 To the extent consistent with applicable Civil Service law and regulations, if an employee is interested in a vacancy he shall register his name in writing with the Department Head where the vacancy exists and shall send a copy to the Municipal Administrator.

7.3 To the extent consistent with applicable Civil Service Law and regulations, the Town shall post on departmental bulletin boards any and all positions or vacancies available in the Town regardless of whether or not they have been announced in the Civil Service Bulletin. Unit employees seeking an interdepartmental lateral transfer shall not be discriminated against solely on the basis of their status as Town employees.

**ARTICLE 8  
WORK WEEK AND HOURS OF WORK**

8.1 The work week shall begin on Saturday morning at 12:01 am and end on the following Friday evening at 12:00 midnight. The regular hours of work shall be seven hours per day, thirty-five hours per week, from Monday through Friday inclusive. The work week shall not exceed five consecutive days worked. These arrangements are subject to emergency conditions which can be implemented by the Municipal Administrator.

8.2 "Emergency" as used herein shall include any unusual conditions caused by any circumstances or situation including shortages in the personnel of the Town of Dover caused by vacancies, sickness or injury, or by the taking of accrued vacations 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 Mayor.

8.3 Hours of week are scheduled as follows:

UNIT	HOURS	LUNCH	WORKWEEK
Town Hall	8:30 to 4:30	1 hr	35 hrs
Water Dept	8:00 to 4:00	1 hr	35 hrs
Recreation	8:00 to 4:00	1 hr	35 hrs
Library	9:30 to 5:30	1 hr	35 hrs

8.4 The work schedule for Part time Employees shall be arranged in accordance with the Town's service requirements as determined by the Municipal Clerk and/or authorized person.

**ARTICLE 9 - OVERTIME**

9.1 Employees who work from thirty-five to forty hours within the same work week shall receive compensatory time off equivalent to time worked. Employees shall be granted the time off or shall be paid at the rate of straight time as determined by the Town Administrator and/or authorized person. Any Compensatory time not taken may be carried over to the next calendar year.

9.2 Employees who work over forty hours shall be paid overtime at the rate of time and one half for all hours worked over forty hours. All overtime must be approved in writing by the immediate supervisor or authorized person.

9.3 Authorized overtime shall be paid at the rate of time and one half on the following basis:

TIME WORKED	OVERTIME PAID
1 -10 minutes	None

After ten (10) minutes of scheduled work a minimum of one (1) hour of the appropriate rate shall be paid, thereafter overtime shall be paid in fifteen (15) minute segments.

9.4 Any employee who works on an observed holiday or vacation day shall receive their normal hourly pay plus two (2) times their hourly straight time rate per hour for each hour worked.

**ARTICLE 10 - SALARIES**

10.1 It is agreed that all present employees shall be increased to the top rate for their respective job title by utilizing a step increase procedure outlined in Exhibit A. The going rate for each respective job title is outlined under Exhibit B.

10.2 Employees hired after 12/31/95 shall reach the top rate of the job in the title they hold as follows:

**YEARS OF SERVICE**

Less than one year	-80 percent of the top rate.
One year but less than two years	-85 percent of the top rate.
Two years but less than three years	-90 percent of the top rate.
Three years but less than four years	-95 percent of the top rate.
After four years service	-100 percent of the top rate.

10.3 Employees who are not on a step increase schedule and receive a promotion shall receive the top rate for the job title promoted to as outlined under Exhibit "B". Employees on a step increase schedule and receive a promotion shall obtain the top rate for the job title they hold (Exhibit "B") on the following January 1 after the completion of their step increases as outlined under Exhibit "A".

**ARTICLE 11 - PERSONAL DAY**

11.1 Each employee, after at least one year of service, shall be entitled to two (2) "personal days" during each calendar year. A "personal day" is defined as an entire day on which the employee would normally work but which he may take off, with pay, and without giving reason provided at least twenty-four hours notice is given to the Town Administrator.

11.2 Employees entitled to a personal day must take such day off prior to December 1st of each calendar year. There will be no restrictions regarding the use of a personal day as long as adequate staffing is available to perform the necessary work.

11.3 Personal Days may be taken in 1/2 day increments

**ARTICLE 12 - HOLIDAYS**

12.1 The employees shall be entitled to fourteen (14) paid holidays:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. NEW YEARS DAY                 | 8. LABOR DAY               |
| 2. MARTIN LUTHER KING'S BIRTHDAY | 9. COLUMBUS DAY            |
| 3. LINCOLN'S BIRTHDAY            | 10. GENERAL ELECTION DAY   |
| 4. PRESIDENT'S DAY               | 11. VETERANS DAY           |
| 5. GOOD FRIDAY                   | 12. THANKSGIVING DAY       |
| 6. MEMORIAL DAY                  | 13. DAY AFTER THANKSGIVING |
| 7. INDEPENDENCE DAY              | 14. CHRISTMAS DAY          |

12.2 If any of the aforementioned holidays falls on a Saturday, then the previous Friday shall be considered the observed holiday. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday.

12.3 In addition, the employees shall be entitled to a paid holiday whenever the Town of Dover Town Hall is closed for an entire weekday, even when such entire weekday is not among any of the above holidays. This provision does not apply when the Town Hall is closed due to snow emergency or other emergency situations. When these situations occur the Union will be promptly notified in writing. Any disputes shall be subject to the grievance procedure.

**ARTICLE 13 - VACATIONS**

13.1 . Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the required number of years.

13.2 Leaves of Absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation time under this Section.

13.3 Vacations must be taken during the current calendar year at such time as permitted or directed by Administration, unless it is determined it may not be taken due to pressure of work. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be granted.

13.4 Employees earn vacation time on a monthly basis from the beginning of their employment. Vacation time earned during the first year of work can be carried over to the second year. In each year that follows, the employee must use all vacation days from the prior year or lose them. At no time can an employee use anticipated vacation time. That is, he or she must have the vacation time credited before requesting those days.

13.5 Employees shall be entitled to vacations according to the following schedule. An employee must have completed the year/years of service, computed from their anniversary date. In cases of conflict, selection of vacation periods shall be made in order of seniority.

<b>NUMBER OF YEARS SERVICE</b>	<b>DAYS ALLOWABLE</b>
1ST YEAR	1 DAY PER MONTH
2-4 YEARS	12 DAYS
5-9 YEARS	15 DAYS
10-14 YEARS	18 DAYS
15-20 YEARS	21 DAYS
21 YEARS AND OVER	25 DAYS

**ARTICLE 14 - SICK LEAVE**

14.1 All employees covered by this agreement will be entitled to one and one quarter (1-1/4) sick days per month worked. Unused sick leave shall accumulate from one year to the next.

15.2 Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident and/or exposure to contagious disease, attendance upon 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 reputable physician in attendance will be required as sufficient proof of need of leave of absence of the employee or 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.

15.2 An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required, in the sole direction of the Commissioners or their designee, to submit acceptable evidence substantiating the illness.

15.2 An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year.

15.2 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.

15.2 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.

**ARTICLE 15 - DISABILITY/LONG TERM ILLNESS**

15.2 The Employer will pay any employee disabled in the line of duty his full pay for a period of one (1) year or until said employee is able to return to work or is retired for disability. Such disability shall be evidenced by a certificate of a physician designated by the Employer to examine said employee.

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



15.3 An employee will not be required to compensate the Employer for any permanent disability benefits received.

15.4 All employees will be enrolled in the State Disability Program and deductions will be made at the rate set by the State for Long Term Illness.

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

16.1 Each covered employee shall receive time off without loss of pay to attend a funeral and related matters as defined below:  
5 successive days - Spouse, Child & Parents of covered employee  
4 successive days - Brother, Sister, Parents-in-Law and Grandparents of covered employee  
1 day - Brother and Sister-in-Law, Spouse's Grandparents, Aunt and Uncle

#### **ARTICLE 17 - JURY DUTY**

17.1 An employee who loses time from his job because of jury duty, shall be paid the difference between his regular rate for seven (7) hours and the daily jury fee. Any employee called to jury duty shall contact the Employer on the next work day after notification.

#### **ARTICLE 18 - LONGEVITY**

18.1 As of 1/1/96 longevity payments have been included in the base salary of all employees, which is outlined in Exhibit A.

#### **ARTICLE 19 - INSURANCE, HEALTH & WELFARE**

19.1 The Employer shall provide and pay in full the hospitalization, medical, prescription and dental plans, consistent with coverage being provided and defined in the benefit plan for all employees within the bargaining unit and their dependents, provided they work over twenty-five (25) hours per week. See Attachment I.

19.2 Employees who retire after twenty-five (25) years of service, or twenty (20) years of service and age sixty (60), the Town will continue to pay the premium for an employee and his family's health coverage.

19.3 If an employee retires after ten (10) years of service, he/she and family is eligible for the same coverage with the employee paying the premium to the Town. If the retiree chooses the option of paying the premium and is reemployed and said other employer maintains a program of medical insurance for its employees, then the Town of Dover shall not be required to make this benefit available to said retired employee.

#### **ARTICLE 20 - GRIEVANCE PROCEDURE**

20.1 The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise effecting the terms and conditions of employment of employees of the Town of Dover and to resolve grievances as soon as possible, so as to assure efficiency and promote employee morale. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Both contractual and administrative grievances may be raised by an individual employee or by the Union.

20.2 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his or her superior and proceed, if necessary to the Town Administrator. Said formal 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 formal discussion of the grievance.

20.3 Within the meaning of this Article, a "grievance" is a complaint in writing addressed to the Department Head within fourteen (14) calendar days of the occurrence of the incident or controversy which caused the complaint by an employee, the Union or the Employer. The term "grievance" as used herein means a dispute between the parties over interpretation, application or violation of policies, agreements, and administrative decisions affecting the employee. It is expressly understood, however, that no grievance may proceed beyond "Step One" herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement and the Policy and Procedures Manual of the Town of Dover. There will be three steps for handling of the grievance.

20.4 The following constitutes the sole and exclusive method for resolving grievances between the parties if the grievant elects not to pursue his remedies under Title II of the Civil Service Act of the State of New Jersey. If the grievant elects to proceed under Civil Service, he waives his right to proceed under this grievance procedure. The Agreement shall be followed in its entirety unless any step is waived by mutual consent of the parties. If the Employer elects to grieve under this procedure, it also waives its right to proceed under Civil Service.

20.5 Step 1 - The grievant shall notify the Department Head in writing of the nature of the grievance within fourteen (14) calendar days of the event giving rise to the grievance, or whenever the party became aware of the event giving rise to the grievance. Upon receipt of the written complaint, the Department Head shall conduct a hearing in the office of the Town Administrator and render a majority finding which shall be delivered in writing by the Town Administrator to the grievant and the Union within ten (10) calendar days of receipt of the written grievance. If this decision is accepted by those parties directly concerned, the matter shall be closed. As a signal of an acceptance of an agreement, the parties directly concerned shall sign a copy of the decision, which will be placed in closed file by the Town Administrator.

Step 2 - If the grievance is not resolved at Step 1, the grievant may present the written grievance to the Mayor and Board of Aldermen, or a majority thereof, and/or Personnel Committee sitting at a special session for the sole determination of rendering a decision on the grievance if such request is made within fourteen (14) days after the receipt of the Step 1 decision. The hearing shall be held within thirty (30) days of the filing of the appeal from the decision of the Department Head. The Mayor and Board of Aldermen and/or Personnel Committee, at their discretion and upon the advise of the Town Attorney, may either review the evidence or rehear the evidence in its entirety. If the Mayor and Board of Aldermen and/or Personnel Committee decide to rehear the evidence, it may call such other witnesses as it deems necessary. The Mayor and Board of Aldermen and/or Personnel Committee shall deliver a written decision to the grievant and the Union within fourteen (14) calendar days of the conclusion of the Step 2 hearing. If this decision is accepted by those parties directly concerned, the matter shall be closed. As a signal of an acceptance of an agreement, the parties directly concerned shall sign a copy of the decision, which will be placed in a closed file by the Town Administrator.

Step 3 - If the grievance is not resolved at Step 2, the Union may advance the grievance to binding arbitration by notifying the Town Clerk in writing within fifteen (15) days after receipt of the Mayor and Board of Aldermen, or a majority thereof, and/or Personnel Committee's decision. In the event, the Executive Board of the Local Union declines to arbitrate the grievance, the Union must notify the Town Administrator and the grievant in writing of the Executive Board's decision within ten (10) calendar days after receipt of the Step (2) decision. If the grievant disagrees with the Executive Board's decision, the grievant may request binding arbitration by notifying the Town Administrator within five (5) calendar days after receipt of the Union's notice not to arbitrate.

20.6 At Steps 2 and 3 the Employer shall record the hearing by appropriate means.

20.7 At Steps 2 and 3 the grievant, the Union and the Employer, at their own expense may represent themselves with counsel.

20.8 Within ten (10) calendar days after service of such written notice of submission to arbitration, the Town Administrator and the Union shall select a mutually acceptable arbitrator according to the rules of PERC. However, no arbitration shall commence within thirty (30) calendar days of the Town Administrator's decision. If the Union declines to arbitrate the case, the grievant shall be responsible for the selection of a mutually acceptable arbitrator.

20.9 The Arbitrator selected shall hold hearing promptly and shall issue his/her decision no later than twenty (20) calendar days from the date of the close of the hearings; or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the Arbitrator. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Town Administrator, the Union and the grievant. The Arbitrator's decision shall be binding on all parties to the arbitration and the employees. The arbitrator shall not have the authority to amend, modify, alter, add to or subtract from this Agreement or any provision thereof.

20.10 All the costs of the arbitration, including the costs for services of the arbitrator, but not including any attorney's fees, shall be borne equally by the Town of Dover and Teamsters Union Local 102. The only exception would be that if the Union declines to arbitrate the case and the grievant requests to proceed to arbitration, the grievant shall be responsible for sharing the costs of and expenses equally of the arbitration with the Town of Dover and for payment of his/her own attorney's fees, if any.

If the grievant proceeds on his/her own, the Union has the right to be present at the arbitration and to make any presentation it deems necessary to protect the interests of other unit employees.

20.11 In the event the Employer elects to pursue Civil Service Procedures in lieu of an arbitration hearing, the hearing shall be canceled and the matter withdrawn from arbitration and the Employer shall pay whatever costs may have been incurred in processing the case to arbitration.

20.12 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 21 CHECK-OFF - UNION DUES

21.1 The Employer agrees to deduct Union membership dues and assessments from the wages of an employee in accordance with appropriate written authorization signed by the employee while such written authorization is in effect.

21.2 The employer further agrees to deduct eighty-five (85) % of Union Membership dues from wages of employees not a member of the Union as provided in Chapter 477 of 1979.

#### ARTICLE 22 - RETIREMENT & SEPARATION

22.1 At retirement, employees who are 55 years or older and have at least ten (10) years of continuous service with the Town would receive payment for one (1) sick day for every two (2) accumulated by the employee in time off or 50% in cash maximum of \$15,000.

22.2 Upon permanent separation from employment for any reason, vacation days earned in prior calendar years but not taken during the current calendar year, shall be prorated to the date of separation and paid to the employee, computed on the basis of the employee's salary at the time of separation. In lieu of the foregoing, the employee may elect to utilize all earned vacation days immediately preceding his separation.

22.3 Permanent employees who have completed ten years or more of continuous uninterrupted service with the Town of Dover and who are permanently released from employment because of reasons beyond the control of the employee concerned, shall be given an allowance of one day base pay at the time of release for each full year of continuous uninterrupted service.

22.4 For the computation of severance pay only, continuous uninterrupted service shall be defined in this section to mean service with the Town of Dover. Severance pay benefits shall not apply to employees discharged for just cause, resigning, quitting, retiring on pension, leaving the employ of the Town of Dover because of compensable disability or taking a leave of absence.

22.5 The acceptance of a severance allowance from the Town of Dover shall serve to abolish and annul any and all seniority ratings or reinstatement privileges. Should a separated employee, after having accepted severance pay, as herein provided, be reemployed by the Town of Dover, he shall assume the status of a probationary employee. Severance benefits shall be in addition to any other earned benefits for which the separated employee is eligible.

#### ARTICLE 23 APPLICABILITY OF CIVIL SERVICE

23.1 It is recognized that the Town of Dover and the employees of the Town of Dover are subject to and covered by the Laws of Civil Service of the State of New Jersey and by the Rules and Regulations of the Department of Civil Service of the State of New Jersey. If any provision of this Agreement is inconsistent with the Laws of Civil Service, such provision of this Agreement shall be superseded by such rules and regulations.

**ARTICLE 24 - RULES AND REGULATIONS**

24.1 The Town of Dover shall have the right to continue to establish reasonable rules and regulations governing the operations of the Town of Dover and the conduct of its personnel.

**ARTICLE 25 - SEPARABILITY AND SAVINGS**

25.1 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 said judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, projects or circumstances.

**ARTICLE 26 - PROBATION EMPLOYEES**

26.1 It is recognized that probationary employees may be discharged during the probationary period without union review.

**ARTICLE 27 - FULLY BARGAINED PROVISIONS**

27.1 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 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 28 - TERM AND RENEWAL PROVISIONS**

28.1 This Agreement shall take effect January 1, 2004 and shall remain in full force and effect until midnight, December 31, 2008 and thereafter from year to year unless either party shall give notice in writing sixty (60) days in advance of the expiration date of this Agreement 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 sixty (60) days notice is given. Thereafter 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 this day of 2004.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS, NJ

\_\_\_\_\_  
Paul C. McDougall, Admin/Clerk

\_\_\_\_\_  
Javier Marin, Mayor

ATTEST:

TEAMSTERS UNION LOCAL 102, IBT

\_\_\_\_\_  
Debra Ruiz, Shop Steward

\_\_\_\_\_  
Kevin O'Connor, Secretary - Treasurer

\_\_\_\_\_  
Mary Ann Coari, Assistant Shop Steward