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COLLECTIVE BARGAINING AGREEMENT

Between

**WATER COMMISSIONERS of The Mayor
and Board of Aldermen of the
Town of Dover**

-and-

4/12/72 - 73'

**LOCAL 37, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

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This A G R E E M E N T, made and entered into this 12th day of April, 1972, by and between the WATER COMMISSIONERS of The Mayor and Board of Aldermen of the Town of Dover, a municipal corporation of the State of New Jersey (hereinafter referred to as "Commissioners") and LOCAL 37, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter referred to as the "Union"):

W I T N E S S E T H

WHEREAS the Commissioners are a public entity dedicated to the safety, health, welfare, convenience and service of the public, and it is the purpose of this Agreement to maintain the quality and efficiency of the Commissioners' facilities and services and to establish and promote a harmonious relationship between the Commissioners and the Union and to prescribe the rights of those full-time employees of the Commissioners who are members of the Union, and to provide orderly and peaceful procedures for the resolution of differences;

NOW, THEREFORE, in consideration of the mutual promises and benefits herein contained it is agreed as follows:

SECTION 1. RECOGNITION

The Commissioners recognize the Union as the exclusive collective bargaining representative for the employees of the Commissioners, it being agreed that this unit excludes clerical and supervisory employees.

SECTION 2. CHECK-OFF

The Commissioners agree 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.

SECTION 3. MANAGEMENT

(a) It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Commissioners, among which are the direction and operation of the Dover Water Department, the types of work to be performed, (including subcontracting, if deemed necessary), the work assignments of employees, the machinery, 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 Commissioners. None of the rules and regulations so formulated or as changed from time to time, shall be inconsistent with this Agreement.

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

SECTION 4. WAGES

Each employee shall receive a wage increase of 5.5% over the wages he received during 1971, stated in terms of an hourly rate.

SECTION 5. HOURS OF WORK

The workweek shall be Monday through Friday, from 8:00 A.M. to 4:30 P.M. each day, with a one-half hour lunch period. The Commissioners reserve the right to change and alter the workweek and work schedules as their needs and the needs of

the public may require, but will discuss any such changes with the Union before putting them into effect.

SECTION 6. OVERTIME

(a) Overtime at the rate of time and one-half shall be paid for all hours worked over 8 hours in any one working day.

(b) When the workweek is Monday through Friday, overtime shall be paid at the rate of time and one-half for all hours worked on a Saturday and at the rate of double time for all hours worked on a Sunday.

(c) If an employee works on an observed holiday (or vacation day), he shall receive his normal holiday pay (or normal vacation pay) plus (A) his regular straight time rate per hour for each hour worked between 8:00 A.M. and 4:30 P.M. and (B) double his regular straight time rate per hour for each hour worked during other hours of that holiday (or vacation day).

(d) For purposes of calculating overtime pay, a Saturday, Sunday, holiday or vacation day shall run from midnight to midnight. For example, if an employee works from 8:00 P.M. on a Sunday until 2:00 A.M. the next day, he would be entitled to double time for 4 hours and time and one-half for two hours.

(e) When an employee has been called out for work, which qualifies for overtime, or performs scheduled work which qualifies for overtime, he shall be paid for a minimum of one hour at the appropriate rate.

(f) All work to be eligible for overtime pay must have been authorized. Overtime shall be distributed as equitably as practicably possible.

SECTION 7. HOLIDAYS

The employees shall be entitled to the following twelve (12) paid holidays:

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

If any of the above 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.

SECTION 8. VACATIONS

Vacations shall be granted to employees on the basis of the following schedule (an employee must, in each instance, have completed the year or years of service):

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|--------------------------|--------------|
| 1 through 10 years..... | 12 work days |
| 11 through 15 years..... | 15 work days |
| 16 through 20 years..... | 18 work days |
| 21 years or more..... | 21 work days |

In cases of conflict, selection of vacation periods shall be made in order of seniority. The time when vacations are taken is subject to approval by the Water Superintendent in light of work schedules.

SECTION 9. GRIEVANCE PROCEDURE

(a) It is the policy of the Commissioners that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to the Commissioners, his associates, supervisors, and to the public.

(b) Whenever an employee has a grievance, he should

first present it verbally (or in writing if the employee chooses) to the Superintendent of the Dover Water Department. It is the responsibility of the Superintendent to attempt to arrange a mutually satisfactory settlement of the grievance within three (3) working days of the time when it was first presented to him, or failing in that, must within that time advise the employee of his inability to do so.

(c) Within thirty calendar days after an employee is informed by the Superintendent that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to higher authority, do so in writing in the following manner:

(A) The employee will prepare the grievance in writing in duplicate. The grievance should be stated as completely and as clearly as possible, in order to permit prompt handling. One copy of the grievance shall be immediately placed in the hands of the Clerk of the Commissioners.

(B) The other copy of the grievance shall be presented by the employee to the Superintendent (to whom the grievance was made verbally). The Superintendent will report the facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within two working days after receipt of the written grievance, the Superintendent must present it with the information required to the Clerk of the Commissioners.

(C) The Commissioners will attempt to find a

mutually satisfactory solution to the grievance as soon as reasonably possible within thirty calendar days after the Clerk receives the Superintendent's written report.

(D) All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file. Notification of the action taken concerning the grievance shall be transmitted in writing to the employee within seven calendar days of such action.

SECTION 10. ARBITRATION

If a grievance is not settled under the grievance procedure established in Section 9 and if the subject matter of the grievance is not covered by the Laws of Civil Service of the State of New Jersey or by the Rules and Regulations of the Department of Civil Service of the State of New Jersey, the employee, after more than twenty-one days after receiving written notification of the action of the Commissioners, may submit the grievance, after giving notice in writing to the Commissioners of his intent to do so, to an Arbitrator appointed by the Public Employment Relations Commission of the State of New Jersey (PERC). The Arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both the employee and the Commissioners. The cost of the fees of the Arbitrator shall be equally shared by the Union and the Commissioners.

SECTION 11. DEATH IN THE FAMILY

An employee shall be allowed time off without loss of pay for four successive calendar days next following the date of a death in his immediate family. The immediate family is defined as wife or husband, parents, children, and mother-in-law and

father-in-law. An employee shall receive one day off without loss of pay to attend the funeral of any other relative.

SECTION 12. JURY DUTY

An employee who loses time from his job because of jury duty, shall be paid the difference between his regular rate for eight (8) hours and the daily jury fee.

SECTION 13. HOSPITALIZATION

The Commissioners shall continue to pay the entire cost for Individual Coverage of Blue Cross-Blue Shield, plus Rider J for each full-time, permanent employee. In addition, the Commissioners shall pay for Family Coverage of Blue Cross-Blue Shield, plus Rider J for any employee who has been employed by the Commissioners for more than five (5) years.

SECTION 14. RIGHTS OF VISITATION

The business agent or his representative or any officer of the Union shall have admission to the Commissioners' 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 Water Superintendent 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 of the Water Department during working hours and that this privilege be so exercised as to keep at a minimum time lost thereby to the Commissioners.

SECTION 15. NO STRIKE - NO LOCKOUT

The Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage, or any other type of organized interference, coercive or otherwise, with the Commissioners' business, and further that the Union will do everything in its power to prevent its members from participating in any such unauthorized activity. The Commissioners agree not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

SECTION 16. NO DISCRIMINATION

Neither the Commissioners nor the Union shall discriminate against any employee regardless of race, creed, sex, age, color, political or religious affiliation or national origin.

SECTION 17. BULLETIN BOARDS

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.

SECTION 18. UNIFORMS

The Commissioners shall supply the meter readers with uniforms and the other employees with appropriate work clothes.

SECTION 19. RULES AND REGULATIONS

The Commissioners have the right to continue to establish reasonable rules and regulations governing the operations of the Dover Water Department and the conduct of its personnel.

SECTION 20. USE OF CAR BY METER READERS

When an employee uses his own car in connection with his duties of meter reading, he shall be paid \$2.50 per day for

each day when such use is authorized by the Water Superintendent. For purposes of calculating such pay, a day shall run from midnight to midnight.

SECTION 21. MAINTENANCE OF STANDARDS

The Commissioners agree that the general working conditions of the Dover Water Department shall be generally maintained at the standards in effect at the time of the signing of this Agreement but the conditions of employment shall be changed whenever specific provisions for change are made elsewhere in this Agreement.

SECTION 22. COVERAGE

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

SECTION 23. APPLICABILITY OF CIVIL SERVICE

It is recognized that the Commissioners and the employees of the Commissioners 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 or with the Rules or Regulations of the Department of Civil Service, such provision of this Agreement shall be superseded by such laws or by such rules or regulations.

SECTION 24. SEVERABILITY

If any provision of this Agreement is in conflict with any law of the State of New Jersey, including any Rule or Regulation of the Department of Civil Service, such provision, to the extent of such conflict, shall be null and void, but all other

provisions of this Agreement shall remain in full force and effect.

SECTION 25. DURATION OF AGREEMENT

All of the provisions of this Agreement shall be effective from the date of this Agreement until midnight, December 31, 1973, except the provisions of Section 4 governing the increase in hourly wages by 5.5% which shall be retroactively effective from January 1, 1972 until midnight, December 31, 1972 and subject to renegotiation for the year 1973 during the latter part of 1972.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers, the day and year first above written.

Attest:

Josephine M. Cretnik
Josephine M. Cretnik, Clerk

WATER COMMISSIONERS

By Francis C. Rubury
Francis C. Rubury, President

William M. Harper
William M. Harper, Commissioner

Archibald Nicholas
Archibald Nicholas, Commissioner

LOCAL 37, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

Attest:

Harold Huber

By Albert Baclar
Albert Baclar, President

John W. Huber

David M. Warner

William J. Price