

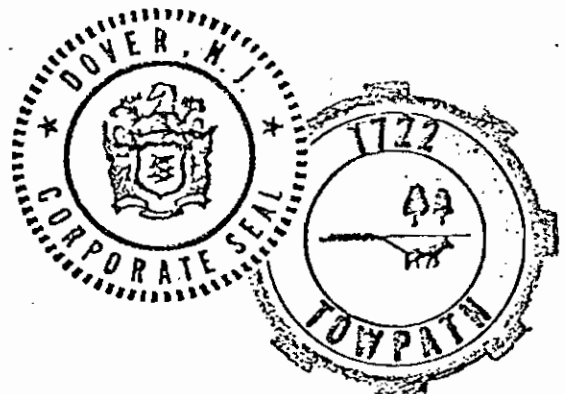
Morris

Town of Dover

Dover Township

TEAMSTERS LOCAL 102
(WATER DEPARTMENT)

1985-1986



x January 1, 1985 - December 31, 1986

TABLE OF CONTENTS

Page

ARTICLE

I	RECOGNITION
II	COVERAGE
III	MANAGEMENT RIGHTS
IV	UNION RIGHTS/RESPONSIBILITY
V	NO STRIKE/LOCKOUT PLEDGE
VI	SENIORITY
VII	POSTING OF NON-SUPERVISORY - VACANCIES
VIII	WORK WEEK & HOURS OF WEEK
IX	OVERTIME
X	SALARIES
XI	WORK PERFORMED AT HIGHER LEVEL
XII	HOLIDAYS
XIII	VACATIONS
XIV	SICK LEAVE
XV	DISABILITY/LONG TERM ILLNESS
XVI	BEREAVEMENT
XVII	JURY DUTY
XVIII	PERSONAL DAYS
XIX	LONGEVITY
XX	INSURANCE, HEALTH & WELFARE
XXI	GRIEVANCE PROCEDURES
XXII	MEAL ALLOWANCES
XXIII	UNIFORMS
XXIV	CHECK OFF - UNION DUES
XXV	RETIREMENT & SEPARATION
XXVI	MAINTENANCE OF STANDARDS
XXVII	PROBATIONARY EMPLOYEES
XXVIII	APPLICABILITY OF CIVIL SERVICE
XXIX	RULES & REGULATIONS
XXX	SEPARABILITY AND SAVINGS
XXXI	FULLY BARGAINED PROVISIONS
XXXII	TERM & RENEWAL OF AGREEMENT

1985
WATER DEPARTMENT

GRADE	NAME	TITLE	'84 SALARY	'85 INC.	SALARY '85
I/16546	J. AGRONT	BLDG & GRDS	12,042	1127	13,169
	M. JACOBY	MTR RDR	12,042	1127	13,169
	J. REIDEL	"	13,136	1137	14,273
II/19363	D. CASTALDI	RDR/REPAIR	14,724	1546	16,270
	S. CHERVENSIK	MTR REPAIRER	18,441	922	19,363
III/19822	S. Blide	SR. REPAIRER	18,810	1012	19,822
	J. Huber	"	18,878	944	19,822

1986
WATER DEPARTMENT

GRADE	NAME	TITLE	'85 SALARY	'85 INC.	SALARY '86
I/17373	J. AGRONT	BLDG & GRDS	13,169	1402	14,571
	M. JACOBY	MTR RDRD	13,169	1402	14,571
	J. RIDEL	"	14,273	1354	15,627
II/20331	D. CASTALDI	RDR/REPAIR	16,270	1779	18,049
	S. CHERVENSIK	MTR REPAIRER	19,363	968	20,331
III/20813	J. HUBER	SR. REPAIRER	19,822	991	20,813
	S. BLIDE	"	19,822	991	20,813

This AGREEMENT made and entered into this ¹² day of *June*, 1985 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 TEAMSTERS UNION LOCAL 102, AFFILIATED WITH 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 Commissioner's facilities and services and to establish and promote a harmonious relationship between 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:

ARTICLE I. RECOGNITION

SECTION 1. The Employer agrees to recognize and deal with the Local through its designated representative as the sole and exclusive bargaining agent of all employees of the Water Department Union in the Town of Dover, excepting office and clerical employees, guards, watchmen, summer help, Town Superintendent, Assistant Town Superintendent, craft employees, professional employees and police employees, foremen, and supervisors within the meaning of the Act. This Agreement does not extend to members of the Local employed by the Town of Dover in the Clerical Union or Blue Collar Union. Subject to final approval by Water Commissioners.

SECTION 2. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

ARTICLE II. COVERAGE

SECTION 1. It is intended that this Agreement shall cover all matters pertaining to employment, wages, hours, and working conditions concerning the members of the Water Department bargaining unit employed by the Town of Dover.

SECTION 2. It is recognized that only full-time, permanent employees are covered by the provisions of this Agreement.

ARTICLE III. MANAGEMENT RIGHTS

(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 and the Town Appointing Authority except as may herein otherwise be provided or limited by any applicable provision of this Agreement.

ARTICLE IV. UNION RIGHTS/RESPONSIBILITY

SECTION 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 employees without discrimination and without regard to employee organization membership.

SECTION 2. The Local agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Local, 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.

SECTION 3. The Local 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.

SECTION 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.

SECTION 5. 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.

ARTICLE V. NO-STRIKE/LOCKOUT PLEDGE

SECTION 1. The Local 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.

SECTION 2. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination, subject, however, to the Grievance Procedure.

SECTION 3. The 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.

SECTION 4. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Local, its members, or any person acting on its behalf. The Commissioners agree not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE VI. SENIORITY

SECTION 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 VII. POSTING OF NON-SUPERVISORY POSITION
VACANCIES

SECTION 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.

SECTION 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 Clerk.

SECTION 3. To the extent consistent with applicable Civil Service law and regulations, the Town shall post on departmental bulleting boards any and all new 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 VIII. WORK WEEK AND HOURS OF WORK

SECTION 1. The Work week shall begin on Monday morning at 12:01 am and end on the following Sunday evening at 12:00 midnight. The regular hours of work shall be eight hours per day, forty hours per week, from Monday through Sunday inclusive. The work week shall not exceed five consecutive days and there shall be two days off for every five days worked. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person. *However, there shall be no scheduled change except upon prior notice to the Union.*

SECTION 2. "Emergency" as used herein shall include any unusual conditions caused by any circumstances or situation including shortages in the personnel of the Water Department 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 Commissioners.

SECTION 3. Work Week Schedule:

<u>UNIT</u>	<u>HOURS</u>	<u>WORK WEEK</u>	<u>LUNCH</u>	<u>REST DAY</u>
Water Dept.	8:00 to 4:30	Mon. thru Fri.	1/2hr	Sat.& Sun.

ARTICLE IX. OVERTIME

SECTION 1: Overtime at the rate of time and one half shall be paid for all hours worked over eight (8) hours in any one working day.

SECTION 2. All work to be eligible for overtime pay must have been authorized. Overtime shall be distributed as equitably as practically possible.

SECTION 3. In construing overtime, compensation shall be made at the time and one half on the following basis:

(a) Up to the first 10 minutes of authorized overtime no pay.

(b) Over ten (10) minutes of scheduled work which qualifies for overtime - a minimum of one hour of the appropriate rate computed from start time shall be paid.

(c) Thereafter overtime shall be paid in fifteen (15) minute segments.

SECTION 4. 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.

SECTION 5. If an employee works on an observed holiday (or vacation day), he shall receive his normal holiday pay (or normal vacation pay) plus (A) one and one half times his regular straight time rate per hour for each hour worked between 8:00 am and 4:30 pm and (B) double his regular straight time rates per hour for each hour worked during other hours of that holiday or vacation day.

SECTION 6. For the 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 PM on Sunday until 2:00 AM the next day, he would be entitled to double time for 4 hours and time and one half for two hours.

SECTION 7. When an employee is called out to work after he has been relieved of duty, he shall receive four and one half hours straight time pay for each such call out, or the applicable overtime rate for time worked, whichever is greater. Call out time will start at the time the employee received the call and will end when he returns to his place of assembly, reports the work complete, and there being no further work he shall be relieved.

SECTION 8. When an employee is called to work before 8:00 AM on a regular work day and does not complete his work assignment before the regular work day begins he shall be entitled to time and one half for the time worked prior to 8:00 AM and time and one half for all hours worked over the 8 hour day. Early start time shall begin at the time the employee received the call.

SECTION 9. As soon as reasonably possible after the first of each month, a list of the hours of overtime of each employee for the previous month shall be posted on a bulletin board at the Water Department Service Building and remain posted there until the end of the month.

SECTION 10. An employee shall be paid any earned and accrued overtime pay every two weeks.

ARTICLE X. SALARIES

SECTION 1. Effective January 1, 1985, it is agreed to establish salary levels for each labor grade as follows:

<u>LABOR GRADE</u>	<u>EFFECTIVE 1/1/85</u>	<u>EFFECTIVE 1/1/86</u>
I	16,546	17,373
II	19,363	20,331
III	19,822	20,813

SECTION 2. Effective January 1, 1985 there shall be an annual salary step for each employee governed by this contract for the purpose of equalizing salary levels of employees within their respective grade. It is understood between the parties that contractual agreement is for only a two year term. Accordingly, the completion of equalization of salaries is subject to a subsequent two year contract being entered into by the respective parties that is mutually agreeable to the parties.

The salary steps under this contract shall be effective as of January 1, 1985 and January 1, 1986 as set forth in Exhibit B which is attached hereto and made a part hereof. The salary amounts set forth in Schedule B represent the full salary increase during the term of this agreement exclusive of longevity increments as set forth in ARTICLE XIX.

SECTION 3. Effective upon the execution of this agreement new employees shall be compensated at the lowest rate of pay established for the labor grade hired.

Effective January 1, 1986, new employees shall be compensated as follows:

Entry date thru completion of first year	- 80% of Grade
2nd year thru completion thereof	- 85% of Grade
3rd year thru completion thereof	- 90% of Grade
4th year thru completion thereof	- 95% of Grade
Beginning 5th year & thereafter	-100% of Grade

Increases will be granted on employees anniversary date.

ARTICLE XI. WORK PERFORMED AT HIGHER LEVEL

SECTION 1. Any employee working at least one full day at a level higher than the employee's normal job level will be paid at the base rate of the position worked.

ARTICLE XII. HOLIDAYS

SECTION 1. The employees shall be entitled to the fourteen (14) paid holidays:

NEW YEARS DAY
MARTIN LUTHER KINGS BIRTHDAY
LINCOLNS BIRTHDAY
WASHINGTONS BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS DAY

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

ARTICLE XIII. VACATIONS

SECTION 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.

SECTION 2. Leaves of absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation time under this Section.

SECTION 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.

SECTION 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. 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.

NUMBER OF YEARS OF SERVICE:

DAYS ALLOWABLE

1 through 10 years	12 work days
11 through 15 years	15 work days(after completion of 10th year)
16 through 20 years	18 work days(after completion of 15th year)
21 years or more	21 work days(after completion of 21st year)

SECTION 5. In cases of conflict, selection of vacation periods shall be made in order of seniority.

ARTICLE XIV. SICK LEAVE

SECTION 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.

SECTION 2. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of reputable physician in attendance will be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the Department Head shall be sufficient.

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

SECTION 4. An employee who has been absent on sick leave for periods totalling 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.

SECTION 5. The Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abusive sick leave shall be cause of disciplinary action.

SECTION 6. 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 XV. DISABILITY/LONG TERM ILLNESS

SECTION 1. The Employer will pay any employee disabled in the line of duty his full pay for a period of six (6) months or until said employee is able to return to work or is retired for disability. *A six (6) month extension of this provision may be granted by resolution of the Board of Aldermen. Such disability shall be evidenced by a certificate of a physician designated by the Employer to examine said employee.

(a) 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.

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

(c) 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.

*6 month extension with concurrence of Water Commissioners.

ARTICLE XVI. BEREAVEMENT LEAVE

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, brother and sister 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.

ARTICLE XVII. 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. Any employee called to jury duty shall contact the Employer on the next work day after notification.

ARTICLE XVIII. PERSONAL DAYS

Each employee, after at least one year of service, shall be entitled to three "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 any reason provided at least twenty-four hours' notice is given to the Water Superintendent and subject to his approval in light of work schedules. A personal day may not be tacked on to any holiday(ART.XII), vacation day (ART.XIII) or "death in the family" day(ART.XVI), or onto any weekend day before or after any of the foregoing unless there are extenuating circumstances and such tacking meets with the Water Superintendent's approval(which shall not be unreasonably withheld). Personal days shall not be cumulative from year to year except that one unused personal day only may be carried to the following year only but in no event shall any employee have more than four personal days available during any one calendar year.

ARTICLE XIX. LONGEVITY

Employees shall be entitled to a longevity benefit pursuant to the following schedule, based upon continuous years of service.

- A. upon completion of eight (8) years of service and each year thereafter.....\$200.00
- B. upon completion of fifteen (15) years of service and each year thereafter.....\$400.00
- C. upon completion of twenty (20) years of service and each year thereafter.....\$600.00

The appropriate sum by the Town of Dover shall be made during the second pay period of January of each year in a lump sum payment. The employee must have completed the number of years of service by December 31st of the preceding year.

ARTICLE XX. INSURANCE, HEALTH & WELFARE

The Employer shall provide and pay in full the hospitalization, medical and prescription plans for all employees within this bargaining unit and their dependents, as currently in effect.

ARTICLE XXI. GRIEVANCE PROCEDURE

(a) The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement including disciplinary action by management, and to resolve grievances as soon as possible, so as to secure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

(b) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his or her superior and proceed, if necessary to the Department Head. Said informal discussion will not be considered part of the formal part of a grievance application and the time limits mentioned herein will not be applicable to such informal discussion of the grievance.

SECTION 2. DEFINITION

Within the meaning of this Section, a "grievance" is a complaint in writing addressed to the Department Head within two (2) weeks of the occurrence of the incident or controversy which caused the complaint by an employee, the Local 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 'First Step' herein unless it constitutes a complaint or controversy arising

over the interpretation of the terms and conditions of this agreement and the Policy & Procedures Manual of the Town of Dover.

There will be three steps for handling of the grievance

SECTION 3. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties if the grievant elects not to pursue his 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.

(a) FIRST STEP: Upon receipt of a written complaint the Department Head shall conduct a hearing in the office of the Town Clerk and render a majority finding which shall be delivered in writing by the Town Clerk to all parties directly concerned with the grievance within ten (10) days of receipt of the written complaint by the Board. 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 Clerk.

(b) SECOND STEP: If the parties to the grievance are not satisfied by the decision of the Department Head the matter shall then be referred for a hearing or review of the evidence by the Mayor and the Board of Aldermen, or a majority thereof, and/or Personnel Committee sitting in a special session for the sole determination of rendering a decision on the grievance. This session 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 parties, at their own expense, may represent themselves with counsel.

The Employer shall record the hearing by appropriate means. Following the hearing, and no longer than two (2) weeks from its conclusion, the Mayor and Board of Aldermen and/or Personnel Committee with the concurrence of the Water Commissioners will deliver a written decision

decision to all parties concerned. If this decision is accepted by those parties directly concerned, the matter shall be closed. As a signal of an acceptance and agreement, the parties directly concerned shall sign a copy of the decision, which will be placed in a closed file by the Town Clerk.

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

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

(2) However, no arbitration hearing shall be held sooner than thirty(30)days after the final written decision of the Mayor and Board of Aldermen and/or Personnel Committee, with the concurrence of the Water Commissioners. In the event the aggrieved elects to pursue the Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Local shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the Employer elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be cancelled and the matter withdrawn from arbitration and the Employer shall pay whatever costs may have been incurred in processing the case to arbitration.

(3) The arbitrator shall be bound by the provisions of this Agreement or any amendment or supplement thereto.

(4) The arbitrator's decision shall be in writing and shall set forth his finds of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Employer and the Local and shall be binding on the parties.

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

(6) 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 XXII. MEAL ALLOWANCE

When employees are required to work overtime anticipated to exceed four(4)hours after the established working hours or four (4) hours preceeding same at the Water Superintendent's discretion. If conditions do not permit employees to obtain their own food, a meal will be provided not to exceed the following:

- A. Breakfast.....\$4.00
- B. Lunch.....\$5.00
- C. Dinner.....\$7.00

ARTICLE XXIII. UNIFORMS

The Commissioners shall supply the meter readers with uniforms and the other employees with appropriate work clothes. This shall include one pair of work shoes in June of each year. The Commissioners will provide each employee of the Installation & Maintenance Division work gloves as required.

ARTICLE XXIV. CHECK-OFF - UNION DUES

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.

The Employer further agrees to deduct 80% of Union Membership Dues from wages of employees not a member of Local as provided for in Chapter 477 of 1979.

ARTICLE XXV. RETIREMENT & SEPARATION

SECTION 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 three(3) accumulated by the employee.

SECTION 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.

SECTION 3. Permanent employees who have completed ten years or more of continuous uninterrupted service with the Dover Water Department 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. For the computation of severance pay only, continuous uninterrupted service shall be defined in this section to mean service with the Dover Water Department. Severance pay benefits shall not apply to employees discharged for just cause, resigning, quitting, retiring on pension, leaving the employ of the Dover Water Department because of a compensable disability or taking a leave of absence. The acceptance of a severance allowance from the Dover Water Department 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 Dover Water Department, 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 XXVI. 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.

ARTICLE XXVII. PROBATIONARY EMPLOYEES

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

ARTICLE XXVIII. 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 and Regulations of the Department of Civil Service, such provision of this Agreement shall be superseded by such laws or by such rules and regulations.

ARTICLE XXIX. 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.

ARTICLE XXX. SEPARABILITY AND SAVINGS.

SECTION 1. If any section, part, phrase, or provision of this Agreement or the application thereof to any person, project or circumstances, be adjudged invalid by any court of competent jurisdiction or by legislative action, such judgment or action shall be confined in its operation to the section, part, phrase, provision or application directly involved in the controversy in which such judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, projects or circumstances.

ARTICLE XXXI. FULLY BARGAINED PROVISIONS

SECTION 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXXII. TERM AND RENEWAL OF AGREEMENT

SECTION 1. This Agreement shall take effect January 1, 1985 and shall remain in full force and effect until midnight, December 31, 1986, and thereafter from year to year unless either party shall give notice in writing ninety(90)days in advance of the expiration date of this Agreement 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 ninety(90) day notice is given. Thereafter, the responding party shall have thirty(30)days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section).

Notwithstanding the date of execution of this Agreement, the terms and conditions thereof are retroactive to January 1, 1985.

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

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS, NJ

Mildred Boyarski
Mildred Boyarski, Clerk

Aldo Cicchetti
ALDO CICCHETTI, MAYOR

ATTEST:

DOVER WATER COMMISSIONERS

Josephine Cretnik
Josephine Cretnik, Clerk

Frank Boyarski
FRANK BOYARSKI, PRESIDENT

LOCAL 102

ATTEST:

TEAMSTERS LOCAL 102

David Castaldi
DAVID CASTALDI, SHOP STEWARD

BEN MERKER, SECTY. TREAS.

ORDINANCE NO. 19-1985

AN ORDINANCE TO AMEND AND SUPPLEMENT ARTICLE I, CHAPTER C, SALARIES & COMPENSATION OF THE TOWN OF DOVER, COUNTY OF MORRIS, NEW JERSEY, 1969, ITS AMENDMENTS AND SUPPLEMENTS THERETO.

BE IT ORDAINED by the Mayor and Board of Aldermen, Town of Dover, County of Morris, New Jersey, as follows:

A. CHAPTER C. "SALARIES & COMPENSATION FOR CERTAIN EMPLOYEES", is hereby amended and supplemented by the following:

CHAPTER C
SALARIES AND COMPENSATION FOR CERTAIN EMPLOYEES

1. Effective on and retroactive as specified below, the following salaries, compensation or fees are hereby established for the following named officers, employees or positions in the Town of Dover at the rate of or within the salary range listed below:

WATER BLDGS. & GROUNDS MAINTENANCE	\$12,042 - \$14,571
WATER METER READER	12,042 - 15,627.
WATER METER READER & REPAIRER	14,724 - 20,331
WATER REPAIRER	18,441 - 20,331
SENIOR WATER REPAIRER	18,810 - 20,813

B. All ordinance or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistencies.

C. This ordinance shall take effect immediately upon final passage and publication as provided by law.

INTRODUCED: 5-14-85
PUBLISHED: 5-21-85
ADOPTED: 5-28-85

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS


Mildred Boyarski, Town Clerk


Aldo Cicchetti, Mayor

PENNELLA & CLAPS
Attorneys At Law

Teamsters Local 102
June 4, 1985
Page 2

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

I ask that you consider the troublesome sections in light of this information and respond concerning these matters at your earliest convenience. The Mayor and Board of Aldermen are desirous of resolving the remaining questions with mutually acceptable language without further delay.

Sincerely,

PENNELLA & CLAPS


David C. Pennella

DCP/can

cc: Mayor & Board of Aldermen
Mildred Boyarski, Clerk

*agreed to June 5, 1985
By members of the Water Dept
Bargaining Unit
Ben Melkasa Jr*

PENNELLA & CLAPS
ATTORNEYS AT LAW

DAVID C. PENNELLA
ROY R. CLAPS

11 SOUTH WARREN STREET
DOVER, NEW JERSEY 07801

(201) 361-7100

June 4, 1985

Mr. Benjamin Merker, Secretary-Treasurer
Teamsters Local 102
P.O. Box 3098
East Orange, NJ 07019

Re: Contract Between Dover Water
Commissioners and Teamsters
Local 102

Dear Mr. Merker:

As you are aware I am the attorney for the Town of Dover. I have been asked to correspond with you on behalf of the Mayor and Board of Aldermen concerning the present unexecuted form of collective bargaining agreement.

It appears that you contacted Alderman Hynes by telephone on May 28, 1985 and related to him objections to the wording of several sections of the draft form of Agreement which had previously been prepared and forwarded to you.

I understand the following sections to be in controversy:

1. Page 4, Article V. NO STRIKE/LOCKOUT PLEDGE
2. Page 5, Article VIII. WORK WEEK and HOURS OF WEEK
3. Page 9, Article XIII. VACATIONS
4. Page 10, Article XIV. SICK LEAVE

I believe that the contract wordings as proposed in the draft are in accordance with the negotiated understandings between the parties as clarified and supplemented in accordance with the intent and spirit of oral discussions.

For your information the Mayor and Board would be agreeable to add the following sentence to Article VIII, Section I. "However, there shall be no scheduled change except upon prior notice to the Union". Also, Article XIV, Section 3 may be changed as

RESOLUTION

BE IT RESOLVED by the Mayor and Board of Aldermen that the Mayor and Clerk be and hereby are authorized to execute an agreement with Teamsters Local 102 (Water Department Employees) for contract years 1985 and 1986.

Attest:

Adopted: 6-11-85

TOWN OF DOVER, COUNTY OF MORRIS


Mildred Boyarski, Mun. Clerk


Aldo Cicchetti, Mayor