

**AGREEMENT**

**BETWEEN**

**TOWN OF DOVER, MORRIS COUNTY**

**AND**

**LOCAL 102**

**AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS - PUBLIC WORKS  
(Formerly Blue Collar/Water Department)**

**FOR THE PERIOD**

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2011**

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**PUBLIC WORKS CONTRACT  
(Formerly Blue Collar and Water Department)**

AGREEMENT, entered into this 1st day of JANUARY, 2009

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, Chauffeurs, Warehousemen, and Helpers of America Hereinafter called the "Local".

**W I T N E S S T H:**

**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 Local have met and negotiated the terms and conditions of the employment of the employees of the Public Works Employees (formerly Blue Collar/Water Department) employed by the Town of Dover for the fiscal years 2009, 2010 and 2011; and

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

**WHEREAS**, it is 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 I - 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 Public Works 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.

**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 Public Works 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 Clerk. 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 Clerk, 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 employees without discrimination and without regard to employee organization membership.

4.2 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.

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 Superintendent of Streets 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/LOCKOUT PLEDGE**

5.1 The Union covenants and agrees that during the term of this Agreement, neither the Union 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. The Town of Dover agrees not to lock out or cause to be locked out any employee covered under the provisions of this agreement.

**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, 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 department 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 Town Clerk.

7.3 To the extent consistent with applicable Civil Service Law and regulations, the Town shall post 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 eight hours per day, forty hours per week, from Monday through Friday 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.

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 work are scheduled as follows:

<u>UNIT</u>	<u>HOURS</u>	<u>LUNCH PERIOD</u>
Streets/Sewers/Parks/Water	7:00 a.m. to 3:30 p.m.	one hour 40 hrs
Parking Utility	8:00 a.m. to 4:00 p.m.	one-half hour 40 hrs
Building Maint.	2:30 p.m. to 10:00 p.m.	one-half hour 40 hrs

**ARTICLE 9 - OVERTIME**

9.1 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.

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

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

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

- (b) Over ten (10) minutes of scheduled work - 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.

9.4 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.

9.5 If an employee works on an observed holiday (or vacation day) he shall receive his normal hourly pay (or normal vacation pay) plus

- (a) Two (2) times his hourly straight time rate per hour for each hour worked.

9.6 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 (2) hours.

9.7 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 call out, or the applicable over-time 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. This clause is applicable to those employees called out beyond the two on standby.

9.8 When an employee is called to work before 7:00 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 7:00 AM and time and one half for all hours worked over the eight (8) hour day. Early start time shall begin at the time the employee received the call.

9.9 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 Street & Parks Department Service Building and remain posted there until end of the month.

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

9.11 Any employee working the night shift shall receive 10% differential above and beyond the salary scale set forth in Article 10.

9.12 On a rotational basis three employees will be on "Stand By" each work week. They will receive 6.5 hours straight pay each week. They will be provided with a phone or pager for notification to respond when needed. Overtime compensation will apply for each hour worked or according to 9.7, whichever is greater.

#### 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 as outlined under Exhibit "A".

**Classification**

Senior Mechanic  
 Senior Public Works Repairer  
 Senior Water Repairer  
 Mechanic  
 Equipment Operator  
 Truck Driver  
 Water Meter Reader/Repairer

Laborer  
 Building Maintenance  
 Water Repairer  
 Public Works Repairer  
 Motor Veh. Oper. (Eld. & Handi.)  
 Parking Enforcement Officer/PT

10.2 Employees shall be compensated for the job 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 of service	-100 percent of the top rate

10.3 Employees hired prior to 1/1/96 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 "A.". Employees who receive a promotion while they are on a step increase schedule shall not receive the top rate for the job classification until the following January 1 after the completion of their step increases, as outlined under Exhibit "A.".

**ARTICLE 11**

**WORK PERFORMED AT HIGHER LEVEL**

11.1 Any employee working at least one half (1/2) day at a level higher than the employee's normal job level will be paid at the base rate of position worked. If his/her salary is the same or higher than the base of higher level he/she shall be paid \$.25 per hour above his/her normal rate. Employees not holding the title of Equipment Operated and required to operate "Equipment" will be paid \$2.00 more per hour. If his/her salary is lower than that of equipment operator they will receive the rate of equipment operator for hours worked.

**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. VETERAN'S DAY              |
| 5. GOOD FRIDAY                   | 12. THANKSGIVING DAY           |
| 6. MEMORIAL DAY                  | 13. DAY AFTER THANKSGIVING DAY |
| 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 Dover Town Hall is closed for an entire weekday, even when such entire weekday is not among any of the above holidays. This provision shall 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 will 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 OF SERVICE:</b>	<b>DAYS ALLOWABLE:</b>
1 <sup>st</sup> year	1 day per month or 8 hrs
Beginning of 2 <sup>nd</sup> year through completion of 5 <sup>th</sup> year	12 days or 96 hrs
Beginning of 6 <sup>th</sup> year through completion of 10 <sup>th</sup> year	15 days or 120 hrs
Beginning of 11 <sup>th</sup> year through completion of 15 <sup>th</sup> year	18 days or 144 hrs
Beginning of 16 <sup>th</sup> year through completion of 20 <sup>th</sup> year	21 days or 168 hrs
Beginning of 21 <sup>st</sup> and beyond	25 days or 200 hrs

No advanced use of vacation time. Vacation language was clarified in contract. The employees listed will earn time accordingly.

Nicholas Cicak	July 09 from 12 to 14 hrs	Richard Margavich	Sept 09 from 10 to 12 hrs
Walter Fegely	Aug 09 from 12 to 14 hrs	Johnny Johnson	Nov 09 from 14 to 16 hrs
Lee M. Velazquez	Feb10 from 10 to 12 hrs		

#### **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.

**14.2** Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, and 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 of Health shall be sufficient.

**14.3** 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 Administrator, to submit acceptable evidence substantiating the illness.

**14.4** 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) day, shall submit acceptable medical evidence for any additional sick leave in that year.

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

**14.6** 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 15**  
**DISABILITY/LONG TERM ILLNESS**

15.1 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 An employee shall be allowed time off without loss of pay for five (5) successive calendar days next following the date of a death in his immediate family. The immediate family is defined as wife or husband, parents, and children. Four successive calendar days off for Brother and Sister and Parents-in-law and Grandparents of covered employee. An employee shall receive one day off without loss of pay to attend the funeral of any other relative.

**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 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 18 - PERSONAL DAY**

18.1 Each employee, after six months of service shall be entitled to one "personal day" that year, after at least one year of service, they shall be entitled to two "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 Superintendent. Personal days may be taken in ½ day increments.

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

19.1 The Employer shall provide and pay in full the hospitalization, medical , prescription and dental plans consistent with the 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 A.

19.2 Employees who retire after twenty-five (25) years of service, or twenty (20) years of service and age 60, the Town will continue to pay the premium for an employee and his family's coverage, only for employees hired prior to January 1, 2009. Covered employees will be listed on attached Memorandum of Agreement.

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, an equitable solution to the problems which may from time to time arise effecting the terms and conditions of employment of the

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 Clerk. 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.

**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 & 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.

**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 Clerk and render a majority finding which shall be delivered in writing by the Town Clerk 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 a closed file by the Town Clerk.

**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 special session for the sole determination of rendering a decision on the grievance, if such request is made within fourteen (14) days after 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 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.

**Step 3. - If the grievance is not resolved at Step 2,** the Union may advance the grievance to binding arbitration by notifying the Town Administrator 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 may request binding arbitration by notifying the Town Clerk 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 Clerk'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 hearings 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 Clerk, 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 cancelled 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 limits in any step may be extended or contracted.

#### **ARTICLE 21 - MEAL ALLOWANCE**

**21.1** When employees are required to work overtime anticipated to exceed four (4) hours after the established working hours or four (4) hours proceeding same at the Superintendent's discretion. If conditions do not permit employees to obtain their own food, the employee shall have the option to accept the meal allowance in their pay or a meal allowance will be provided not to exceed the following:

**A. Breakfast.....\$6.00      B. Lunch..... \$7.00      C. Supper.....\$12.00**

## ARTICLE 22

### TOOL & FATAL INSPECTION ALLOWANCE FOR MECHANICS

22.1 \$700.00 Tool Allowance per Mechanic. Reimbursement upon submission of receipts up to \$700.00 per year.

22.2 When the mechanic is required to perform an inspection because of a fatal accident at the request of the Town of Dover Police Department, a \$75.00 allowance per inspection will be paid to mechanic.

## ARTICLE 23 - UNIFORMS

23.1 The Employer shall supply the employee with five (5) sets of work clothes annually. If, work clothes become worn or damaged during the year through course of employment the town will purchase replacement under above procedure. Additionally the Employer will contribute up to \$100.00 for year 2009 and \$125.00 for years 2010 and 2011 towards the purchase or purchases of approved safety shoes annually. Employees shall be reimbursed upon submission of proper receipts of purchase, the shoes must meet safety requirements - or:

23.2 If the bargaining group agrees to make a group purchase at a vendor designated by the Town once annually rather than employees buying individually. If shoes become worn or damaged during the year through course of employment the Town will purchase another pair under above procedures. Will check bids to increase quality of clothing.

23.3 Parking Utility employees shall be entitled to \$175.00 annually as clothing allowance.

## ARTICLE 24

### CHECK OFF - UNION DUES

24.1 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.

24.2 The Employer further agrees to deduct eighty-five (85) % of Union membership dues from wages of employees not a member of Union as provided for in Chapter 477 of 1979.

## ARTICLE 25

### RETIREMENT & SEPARATION

25.1 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. Such payment will be in time off or a maximum of \$15,000 cash.

25.2 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.

25.3 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.

25.4 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.

25.5 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 26**

##### **MAINTENANCE OF STANDARDS**

26.1 The Employer agrees that the general working conditions of the Department of Public Works 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 27**

##### **PROBATIONARY EMPLOYEES**

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

#### **ARTICLE 28**

##### **APPLICABILITY OF CIVIL SERVICE**

28.1 It is recognized that the Employer and the Employees 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 laws or by such rules and regulations.

#### **ARTICLE 29**

##### **RULES AND REGULATIONS**

29.1 The Employer has the right to continue to establish reasonable rules and regulations governing the operations of the Streets/Parks/Recreation/Water Departments and the conduct of its personnel.

#### **ARTICLE 30**

##### **SEPARABILITY AND SAVINGS**

30.1 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 31**

##### **FULLY BARGAINED PROVISIONS**

31.1 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 32**

##### **TERM AND RENEWAL OF AGREEMENT**

32.1 This Agreement shall take effect January 1, 2009 and shall remain in full force and effect until midnight December 31, 2011, 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) day notice is given. Thereafter, proposed changes and/or 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 the day and year first above written.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS, NJ

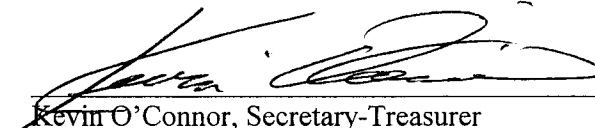
  
Margaret J. Verga, Municipal Clerk

  
James P. Dodd, Mayor

ATTEST:

TEAMSTERS UNION LOCAL 102, IBT

  
James Ayers, Shop Steward

  
Kevin O'Connor, Secretary-Treasurer

  
Joseph E. Carlson, Assistant Shop Steward

**ATTACHMENT A**

**ARTICLE 19  
INSURANCE, HEALTH & WELFARE**

**Prescription Drug Program** (as per attached sheet)

**Medical Plans** (as per attached sheet)

**Dental Plan:**

Delta Plan 2

Deductible payable per Plan Participant.

Per covered person \$100.00

Per Parent/Child or Husband/Wife \$200.00\*

**\*Note: Each must satisfy the \$100.00 deductible.**

Per covered Family Unit \$300.00\*

**\*Note: Three (3) family members must each satisfy the \$100.00 deductible.**

The deductibles apply to these Classes of Service:

Class B Services – Basic

Class C Services – Major (Crowns & Prosthodontia)

**Dental Percentage Payable**

Class A Services –

Preventative & Diagnostic 100%

Class B Services –

Basic 80%

Class C Services –

Major (Crowns & Prosthodontia) 50%

**MAXIMUM BENEFIT AMOUNT**

Maximum payable by this Plan.

For Classes A, B and C Services – Preventative & Diagnostic and Major Services:

Per Covered Person per Calendar Year \$1,500.00

**NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND**  
**BENEFIT PLAN COMPARISONS**  
**Open Enrollment Period-October 1-31, 2009**  
**Effective date: January 1, 2010**  
**TOWN OF DOVER**

BENEFIT	Choice Plus		Choice Plus 35		Aetna Open Access (no referrals req)	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
<b>DEDUCTIBLE</b>	\$750/\$1,500 COMBINED IN OR OUT OF NETWORK		None	\$100/\$250		
<b>OUT OF POCKET MAX:</b>						
Per Person	\$2,000+ded	Unlimited	\$400	\$2,000+ deductible	None	
Per Family	\$4,000+ded	Unlimited	\$1,000	\$5,000+ deductible	None	
<b>LIFETIME MAX:</b>	Unlimited	Unlimited	Unlimited	Unlimited	None	
<b>HOSPITALIZATION:</b>						
Inpatient	100%	80%	100%	\$200 per confinement then 70%	100%	
Outpatient	100%	80%	100%	70% after deductible	100%	
Emergency Room/Accidental Injury*	100% within 48 hours	100% within 48 hours	\$35 co-pay then 100% when reported within 48 hrs	70% after deductible reported within 48 hrs	100%	
<b>PHYSICIAN:</b>						
Skilled Nursing Facility	100%	80%	100% for 100 days	70% 60 days per year	100%	100% after \$25 copay*
Pre-Admission Testing	100%	80%	100%	70% after deductible	100%	
Inpatient Surgery	90%	80%	100%	70% after deductible	100%	
Outpatient Surgery	100%	80%	100%	70% after deductible	100%	
Office Visit	90%	80%	\$35 co-pay per visit	70% after deductible	100%	
Chiropractic Visit	90%	80%	\$35 co-pay per visit	70% after deductible	100%	
<b>MISCELLANEOUS:</b>						
Physical Therapy	90%	80%	90%	70% after deductible	100%	\$20 co-pay then 100%-60 visits per incident
Speech Therapy	90%	80%	90%	70% after deductible	100%	\$20 co-pay then 100%-60 visits per incident
X-ray & Lab Exam	90%	80%	100%	70% after deductible	100%	\$20 co-pay then 100%-60 visits per incident
Radiation and Chemo	100%	80%	100%	70% after deductible	100%	
Prescription						
(Co-pays are not eligible for reimbursement under Major Medical)	\$15 Generic	\$15 Generic	\$30 Preferred Name Brand or Formulary	\$15 Generic	\$30 Preferred Name Brand or Formulary	\$15 Generic
<b>SPECIALIZED CARE:</b>						
Widener/Preventive	No deductible	No deductible	\$35 co-pay per visit	70% after deductible		
Well-Baby	100%, \$350 per year max.	80%, \$250 per year				
Immunizations	18 visits 1st 2 yrs @ 100% \$350 per year max. age 3+	18 visits 1st 2 yrs @ 80% \$350 per year max. age 3+	\$35 co-pay	Deductibles apply 18 visits 1st 2 yrs @ 100% \$350 per year max. Age 3+		
Maternity	100% \$350 per year, no ded.	100% \$350 per year	\$35 co-pay	70%		
Vision	Not Covered	Not Covered	One time \$35 co-pay then 100%	70%		
Mental/Nervous/Substance Abuse	Inpatient: 30 days per yr. 100% Outpatient: \$50/visit	Inpatient: 30 days per year 80% Outpatient: \$25 per visit	Inpatient: 1st 25 days 100% balance @ 90% Outpatient: 90%	Inpatient: Applicable ded. per confinement 50 days per year @ 50% Outpatient: 70% after ded.		

*If reason for visit is not true emergency, no coverage is provided.*

**IMPORTANT NOTE:** The benefits listed in this chart are for illustrative purposes only. Specific benefit coverage information is provided in the Plan Document. All benefit coverage (payments) will be determined by the Plan Document.

Produced by Benefit Administrators Associates, Inc., Park Ridge, N.J.

The above programs include full Utilization Management procedures. Failure to comply with the procedures may result in an additional out-of-pocket cost. Please refer to Cost Containment/Utilization Management procedures.



MEMORANDUM OF AGREEMENT

BETWEEN

LOCAL 102  
AN AFFILIATE OF THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS PUBLIC WORKS  
(Formerly Blue Collar and Water Department)

AND

TOWN OF DOVER

**WHEREAS**, the Town of Dover and Teamsters Local No. 102 an Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Teamsters Local No. 102 " have negotiated a new collective bargaining agreement cover the period of January 1, 2009 through December 31, 2011; and

**WHEREAS**, the Town of Dover has proposed and the Local has agreed to eliminate health insurance on retirement for members hired after January 1, 2009; and

**WHEREAS**, the Town of Dover and Teamsters Local No. 102 have agreed that those employees who are hired prior to January 1, 2009 shall never lose their Town paid health insurance in retirement; and

**WHEREAS**, Teamsters Local No 102 would not have agreed to the new collective bargaining agreement without the Town's promise that the current employees shall be entitled to health insurance upon retirement notwithstanding any future negotiations between the Town of Dover and Teamsters Local No. 102;

**IT IS HEREBY AGREED AS FOLLOWS:**

1. The Town of Dover will pay and continue to pay the premium health insurance coverage for a retiree and his dependents if the employee retires after twenty-five (25) or twenty (20) years of service and age 60, the Town will continue to pay the premium for an employee and his family's coverage. For the purposes of determining years of service for this Memorandum of Agreement only, it shall be deemed equivalent to the credited years of service of the employee under the retirement system, with a minimum of ten (10) years of service as a Town of Dover employee.
2. This agreement has been executed by each individual employee affected and entitled to health insurance coverage upon retirement as outlined above.

Joseph E. Carlson . 7/19/10  
Joseph E. Carlson, Sr. Mechanic. Date

Margaret J. Varga 7/19/10  
Notary Date

James Ayers 7/19/10  
James Ayers, Sr. Pub. Works Rep. Date

Margaret J. Varga 7/19/10  
Notary Date

Eugene Machado  
Eugene Machado, Sr. Water Rep. Date

Margaret J. Varga 9/29/10  
Notary Date

Jeffrey Guevara 8/10/10  
Jeffrey Guevara, Equip. Oper. Date

Margaret J. Veiga 8/10/10  
Notary Date

Johnny Johnson 7/27/10  
Johnny Johnson, Equip. Oper. Date

Margaret J. Veiga 7/21/10  
Notary Date

Nicolas Cicak 8/10/10  
Nicolas Cicak, Equip. Oper. Date

Margaret J. Veiga 8/10/10  
Notary Date

Michael Stalter 7-21-10  
Michael Stalter, Equip. Oper. Date

Margaret J. Veiga 7/21/10  
Notary Date

Scott Mack 8/10/10  
Scott Mack, Equip. Oper. Date

Margaret J. Veiga 8/10/10  
Notary Date

Michael Magsuri 7/19/10  
Michael Magsuri, Mechanic Date

Margaret J. Veiga 7/19/10  
Notary Date

Michael Jacoby 8-10-10  
Michael Jacoby, Meter Reader/Rep. Date

Margaret J. Veiga 8/20/10  
Notary Date

John R. Filipki 9-10-10  
John Filipki, Water Rep. Date

Margaret J. Veiga 9/10/10  
Notary Date

Donald Doty 7-21-10  
Donald Doty, Water Rep. Date

Margaret J. Veiga 7/21/10  
Notary Date

Peter Fonda 7-20-10  
Peter Fonda, Truck Driver Date

Margaret J. Veiga 7/20/10  
Notary Date

Richard Margavich 7/20/10  
Richard Margavich, Truck Driver Date

Margaret J. Veiga 7/20/10  
Notary Date

Richard Kruszely 7-20-10  
Richard Kruszely, Truck Driver Date

Margaret J. Veiga 7/20/10  
Notary Date

*Lee M. Velazquez*

Lee M. Velazquez, Truck Driver

7-20-10

Date

*Margaret J. Verga* 7/20/10

Notary

Date

*Walter R. Fegeley*

Walter Fegeley, Truck Driver

7-19-10

Date

*Margaret J. Verga* 7/20/10

Notary

Date

*John H. Nunn*

John Nunn, Public Works Rep.

10-5-10

Date

*Margaret J. Verga* 10/05/10

Notary

Date

*Maria Gutierrez*

Maria Gutierrez, Public Works Rep.

9/29/10

Date

*Margaret J. Verga* 9/29/10

Notary

Date

*Christopher Barrett*

Christopher Barrett, Laborer

7/19/10

Date

*Margaret J. Verga* 7/19/10

Notary

Date

*Jesus Cordero*

Jesus Cordero, Bldg. Maint. Worker

7/21/10

Date

*Margaret J. Verga* 7/21/10

Notary

Date

*Alvaro Ovalle*

Alvaro Ovalle, Bldg. Maint. Worker

7/22/2010

Date

*Margaret J. Verga* 7/22/10

Notary

Date

*Joan Smith*

Joan Smith, Parking Enf. Off.

7/19/10

Date

*Margaret J. Verga* 7/19/10

Notary

Date

*John A. Rotondo*

John Rotondo, Motor Veh. Oper.

7/21/10

Date

*Margaret J. Verga* 7/21/10

Notary

Date

George Reinert, Park Enf. Off.

Date

Notary

Date

**MARGARET J. VERGA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 6/20/2011**