

AGREEMENT

BETWEEN

TOWN OF DOVER, MORRIS COUNTY

LOCAL 469

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

From January 1, 2023, thru December 31, 2025

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PUBLIC WORKS CONTRACT
(Formerly Blue Collar and Water Department)

AGREEMENT, entered into this 1st day of _____ 2023

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 0780 hereinafter called the "Employer",

And

TEAMSTERS LOCAL 469, an Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America Hereinafter called the "Local 't .

WITNESSTH:

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 2023,

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 1 – RECOGNITION

1.1 The Employer agrees to recognize and deal with the Union through its designated representative as the sole and exclusive bargaining agent of all employees of the Public Works Union / Water Department including Working Foreman/Supervisors, in the Town of Dover, excepting office and clerical employees, watchmen, summer help, Town Superintendent, Assistant Town Superintendent, General Supervisor, craft employees, professional employees, 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. Permanent part time employees (not seasonal or temporary), may be considered for union membership. Accrued and used time for these employees will be allocated and used based on a pro rata or percentage basis. For example, 3 personal days will be 24 hours of time for a full-time employee and a part time employee who works 20 hours per week, should receive 12 hours of personal time.



ARTICLE 3 - MANAGEMENT

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

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

ARTICLE 4 - UNION RIGHTS/RESPONSIBILITY

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

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.'

UMT

HOURS

LUNCH PERIOD

Streets/Sewers/Parks/Water
Building Maint.

7:00 a.m. to 3:30 p.m. one half hour 40 hrs.
7:30 a.m. to 2:30 p.m. one-half hour 40 hrs.
2:30 p.m. to 10:00 p.m. one-half hour 40 hrs.

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

8.5 Summer hours star at 6am to 2:30pm from Memorial Day to Labor Day see below.

The assignment to summer hours shall be as follows. Employees shall with the Superintendent establish prior to the start of the summer hours a schedule assigning by seniority those employees who will be assigned from 6am to 2:30pm and those assigned to the standard 7am to 3:30pm, maintaining 50% of the employees to work either schedule. The Schedule shall rotate every two weeks providing all employees an opportunity to participate in the summer hour program.

ARTICLE 9 OVERTIME DPW/WATER

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 workday and does not complete his work assignment before the regular workday 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. Employees who are on "Stand By" or have the "duty phone" will receive a \$300.00 stipend for the entire, seven-day period or work 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 9B - OVERTIME FOR EMPLOYEES WHO WORK A 35 HOUR WORK WEEK

9.1B Employees who work from thirty-five to forty hours within the same work week shall receive compensatory time off equivalent to time worked. Employees shall be granted the time off or shall be paid at the rate of straight time as determined by the Town Administrator and/or authorized person. Any Compensatory time not taken may be carried over to the next calendar year. Hour for hour accrual (straight time) will be compensated from thirty-five hours worked per week up to forty hours worked per week and that overtime (time and a half) will be compensated for every hour worked after 40 hours worked per week. This shall not include Sundays or holidays, which shall be compensated at straight time up to forty hours and double time after forty hours

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

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

9.4B Employees shall elect to be paid comp-time for working overtime as permitted under the state rules governing the acquisition of comp-time. The maximum allowable comp-time shall be 240 hours with a carryover from year to year. The employee shall notify their Supervisor prior to or directly after working the overtime.

TIME WORKED OVERTIME PAID 1-10 minutes None

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

9.5B Any employee who works on an observed holiday or vacation day shall receive their normal hourly pay plus two (2) times their hourly straight time rate per hour for each hour worked.

ARTICLE 10 – SALARIES

- 10.1 It is agreed that all present employees shall be increased to the top rate for their respective job title by utilizing a step increase procedure as outlined under section 10.2. See attached Salaries schedule B.

Classification

Working Foreman/Supervisor

Supervisor Mechanic

Senior Public Works Repairer

Senior Water Repairer

Mechanic

Senior Mechanic

Equipment Operator

Laborer

Building Maintenance

Water Repairer

Public Works Repairer

Motor veh. oper. (Eld. & Handi.)

Water Meter Reader/Repairer 1

Truck Driver

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	Any Employee with a-	100 percent of the top rate

Any current employee, as of the date of ratification, in the classification of Laborer who obtains a Commercial Driver's License (CDL) will be moved, minimally, to the classification of Truck Driver six (6) months after receiving their CDL.

The Town shall pay for all costs associated with the acquiring a CDL License. Thereafter the Employee agrees to be gainfully employed by the Town of Dover for a period of 5 years. If the Employee leaves the Township during the period prior to the five-year requirement, then he/she shall repay the Town the cost associated with acquiring the CDL. All Employees either possessing or acquiring a CDL A License shall be provided with a \$500.00 Stipend. An employee shall have one year to attain his/her CDL License.

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 Schedule "B". 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 after the completion of their step increases, as outlined under section 10.2.

Proposal - 10.4 Service Time Recognition — All current Employees covered by this collective agreement shall receive the following service credit: Those new employees hired after January 1, 2023 shall receive a service credit starting at the completion of the tenth year.

For 5 years of service a 2% increase in salary.

~~For 10 years of service a 2% increase in salary.~~ 

For 15 years of service a 3% increase in salary.

For 20 years of service a 4% increase in salary.



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 the higher position worked.

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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. PRESIDENTS DAY | 11. VETERANS DAY |
| 5. GOOD FRIDAY | 12. THANKSGIVING DAY |
| 6. MEMORIAL DAY | 13. DAY AFTER THANKSGIVING |
| 7. INDEPENDENCE DAY | 14. CHRISTMAS DAY |

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

12.3 In addition, the employees shall be entitled to a paid holiday whenever the 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 Leave of Absence shall neither break the 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 the 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 completed the years of service, computed from their anniversary date. In cases of conflict, selection of vacation periods shall be made in order of seniority.

NUMBER OF YEARS OF SERVICE:

I year	A Day per month for each month worked
Beginning of 2 nd year through completion of 5 th year	12 days or 96 hours
Beginning of 6 th year through completion of 10 th year	15 days or 120 hours
Beginning of 11 th year through completion of 15 th year	18 days or 144 hours
Beginning of 16 th year through completion of 20 th year	21 days or 168 hours
Beginning of 21 st year through completion of 24 th year	25 days or 200 hours
Beginning of 25 th and beyond	30 days or 240 hours
No advanced use of vacation time.	
DAYS ALLOWABLE: 1 day per month or 8 hours.	

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.

14.7 The parties agree to follow the State Law and N.J.S.A. 17:27-19.2 as part of this agreement: Prior to May 21, 2010, those employees on the payroll shall have no cap associated with the payout of sick leave at retirement and can utilize that time for reasons associated with the definition of sick leave during their time with the Town of

Dover. All those after May 21, 2010, date shall be subjected to the current requirement of a maximum payout of \$15,000 dollars under the NJ States rules.

ARTICLE 15
WORKMAN'S COMP/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.

15.5 Disability Policy: Refer to Town Policy Section 4 page 89 effective December 2021. All accrued time must be used prior to disability benefits being placed in effect.

15.6. Workman's Compensation Policy: Refer to the Town Policy Section 4 page 86 effective December 2021. Accrued benefits can be carried over from one year to the next under the workman's comp program.

ARTICLE 16 - BEREAVEMENT LEAVE

16.1 An employee shall be allowed time off without loss of pay for five (5) consecutive workdays following the date of a death in his immediate family. The immediate family is defined as wife or husband, civil union partner, 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 workday 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 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 reason provided at least twenty-four hours' notice is given to the Superintendent. Personal days may be taken in ^{1/2}-day increments.

ARTICLE 19 - INSURANCE HEALTH & WELFARE

19.1 The Employer shall provide and pay in full less any required employee contributions pursuant to Chapter 78 Public Law 2011, 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 Schedule A.

With any change to the Health Care provision the Township shall offer Equal to or better than coverage based on their current coverage.

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.

Upon retiring after twenty-five (25) years of service, the Town will continue to pay the premium for the employee and their eligible dependents health coverage. See attached MOA. Any employee hired after January 1, 2009, will be required to contribute up to 1.5% of their pension income towards Hospitalization, Medical-Surgical, Prescription Drug, and Dental Coverage.

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

Article 19 — Retirement Benefits

Language referencing Retirement Benefits and agreed to by the Parties:

As part of the ongoing negotiations the undersigned parties hereby agree and have affixed their signatures to this document as an addition to the current language under Article 19 Insurance, Health & Welfare.

The Employees of the Department of Public & Water Department shall follow the following language referencing Retirement Benefits:

Retirement Eligibility Requirements:

Employer paid premium coverage requirements (Hospitalization, Medical, Surgical, Prescription Drug and Dental Coverage) for Retiree and/or their Family:

* Hired prior to January 1, 2009, for the Town, and

■ *Retirees after 25 years of service or 20 years of service and age 60 (with a minimum of 10 years of service with the (Town), and

* Retirees receives retirement benefits from a state of New Jersey administered retirement system.

Employer and Retiree Paid Coverage Requirements (Hospitalization, Medical, Surgical, Prescription and Dental Coverage) for Retiree and/or Family Coverage:

* Hired after January 1, 2009, and

■ * Retires after 25 years of service (with a minimum of 10 years of service with the Town), and

■ * Retiree receives retirement benefits from a State of New Jersey administered retirement system, and

- * Retiree will pay 1.5% of the yearly pension income towards coverage (income verified prior to January 1st every year).

If an employee retires after 10 years of service, he/she is eligible for all the same coverage with the employee paying the premium of the Town.

- For the purpose of determining years of service for this Article only, it shall be deemed equivalent to the credited years of service of the Employee under the retirement system.

In the event the Employee with 15 years of service with the State of New Jersey Pension System and at least 10 years of service with the Town becomes disabled and retires on a disability pension as it is defined by New Jersey Pension Laws, said retired employee and/or family shall be allowed to remain a member of the group insurance program maintained by the Town of Dover at the sole cost and expense of the Town. Where a disabled retiree is re-employed and said of the employer maintains a program of medical insurance for its employees, the town shall not be obligated to maintain hospitalization during the period of such other employment. If the disabled retiree is re-employed by a subsequent employer for a period of five (5) or more years, then any and all obligations of the Town to provide hospitalization to said retiree shall be terminated. All those who have affixed their signature to the back of the collective agreement and notarized on 7/20/2012, shall not be required to contribute to retirement health benefits, the Town shall pay all applicable costs for those employees.

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 Administrator. 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 notice the Department Head in writing of the nature of the grievance within fourteen (14) calendar days of the event giving rise to the grievance, or whenever the party became aware of the event



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

Step 2. If the grievance is not resolved at Step 1, the grievant may present the written grievance to the Mayor and Board of Aldermen, or a majority thereof, and/or Personnel Committee sitting at 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 I 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 advice 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 Administrator.

Step 3. If the grievance is not resolved at Step 2 the Union may advance the grievance to binding arbitration by notifying the Town 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 Administrator within five (5) calendar days after receipt of the Union's notice not to arbitrate.

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

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

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

20.9 The Arbitrator selected shall hold 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 Administrator, the Union and the grievant. The Arbitrator's decision shall be binding on all parties to the arbitration and the employees. The arbitrator shall not have the authority to amend, modify, alter, add to or subtract from this Agreement or any provision thereof.

20.10 All the costs of the arbitration, including the costs for services of the arbitrator, but not including any attorney's fees, shall be shared equally by the Town of Dover and Teamsters Union Local 469. 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 contract.

ARTICLE 21 MEAL ALLOWANCE

21.1 For every six (6) hours of Overtime worked, employee shall be paid or reimbursed \$20.00 in meal money. Recycling shall not receive meal allowances for weekend work.

ARTICLE 22 TOOL & FATAL INSPECTION ALLOWANCE FOR MECHANICS

22.1 \$800.00 Tool Allowance per Mechanic. Reimbursement upon submission of receipts up to \$800.00 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 \$100.00 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, which shall be ordered no later than July 1 of each year. 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 provide \$200.00 per employee for 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 the 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 A Uniform Maintenance Allowance for each employee of \$1,500.00 dollars for year 2023 and \$1,000.00 for each additional successive year which shall be affixed to their salary and be part of all pensionable monies.

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. The Employer agrees to deduct from each paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. The Employer shall transmit to: National D.R.I.V.E., P.O. Box 758637, Baltimore, MD 21275 on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's SSN and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State or Federal law. No deductions shall be made which are prohibited by applicable law.

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. See additional language for payout and applicable dates under Article 14 Section 7.

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. The Probationary period shall be Ninety (90) days from the date of hiring.

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 SAVNGS

30.1 [f 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

3 1.1 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.

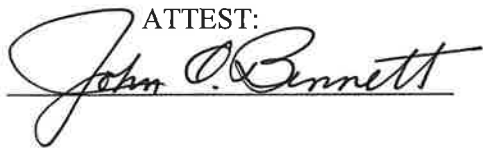


ARTICLE 32
TERM AND RENEWAL OF AGREEMENT

32.1 This Agreement shall take effect _____, 2023 and shall remain in full force and effect until midnight December 31, 2025, 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.

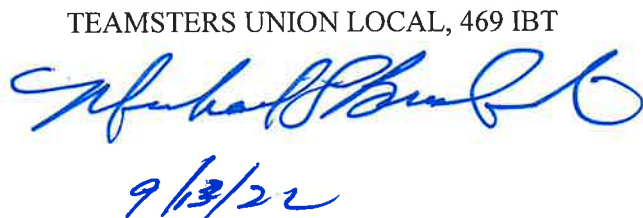
IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their corporate seal the day and year first above written.

ATTEST:


TOWN OF DOVER COUNTY OF MORRIS, NJ


ATTEST :

9/13/22

TEAMSTERS UNION LOCAL, 469 IBT

9/13/22

9-13-22.


SCHEDULE 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

Class C Services

Major (Crowns & Prosthodontia)

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

DPW TITLES:

	\$ 0% Increase	3%	3%
<u>40 Hours Weekly</u>			
	2023	2024	2025
<u>Equipment Operator</u>	68,638	70,697	72,818
<u>Laborer</u>	53,239	54,115	55,739
<u>Maint. Worker Grnd/ Maint. Rep.</u>	59,036	60,807	62,631
<u>Mechanic</u>	68,638	70,697	72,818
<u>Public Works Repairer</u>	58,356	60,292	62,101
<u>Senior Mechanic</u>	70,400	72,512	74,687
<u>Senior Water Repairer</u>	70,400	72,512	74,687
<u>Senior Public Works Repairer</u>	70,400	72,512	74,687
<u>Supervisor/Foreman (Working)</u>	80,506	82,921	85,409
<u>Supervisor Mechanic</u>	80,506	82,921	85,409
<u>Truck Driver</u>	62,129	63,993	65,913
<u>Water Meter Reader/Repairer</u>	67,470	69,494	71,579
<u>Water Repairer</u>	67,470	69,494	71,579
<u>35 Hours Weekly:</u>			
<u>Bldg. Maint. Worker</u>	49,497	50,982	52,511
<u>Building Maint worker P/T</u>	22.91	23.60	24.31
<u>Motor Vehicle Oper.</u>	23.63	24.34	25.07

0% for the first year and 3% for the next two years.

IT IS AGREED AS FOLLOWS:

The town of Dover will pay and continue to pay the premium health insurance coverage for a retiree and its dependents if the employee retires after twenty-five (25) years or twenty (20) years of service at age 60, the Town will continue to pay the premium for an employee and his family 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 empee under the retirement system, with a minimum often 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. 9/29/10
Eugene Machado, Sr. Water Rep. Date

Margaret J. Varga 9/29/10
Notary Date

[Handwritten signature]

Ri bard Margavi Truck Driver

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

Margant J. Verga 8/10/10
Notary Date

Johnny Johnson 7/22/10
Johnny Johnson, Equip. Oper. Date

Margant J. Verga 7/21/10
Notary Date

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

Margant J. Verga 8/10/10
Notary Date

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

Margant J. Verga 7/21/10
Notary Date

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

Margant J. Verga 8/10/10
Notary Date

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

Margant J. Verga 7/19/10
Notary Date

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

Margant J. Verga 8/20/10
Notary Date

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

Margant J. Verga 9/10/10
Notary Date

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

Margant J. Verga 7/21/10
Notary Date

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

Margant J. Verga 7/20/10
Notary Date

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

Margant J. Verga 7/20/10
Notary Date

Richard Krussely 7-10-10
Richard Krussely, Truck Driver Date

Margant J. Verga 7/20/10
Notary Date

Mich

ate

Notary

Date

Lee M. Velazquez, Truck Driver 7-20-10 Margaret J. Verga 7/20/10
Date Notary Date

Walter R. Fegley, Truck Driver 7-19-10 Margaret J. Verga 7/20/10
Date Notary Date

John H. Nunn, Public Works Rep. 10-5-10 Margaret J. Verga 10/05/10
Date Notary Date

Maria Gutierrez, Public Works Rep. 9/29/10 Margaret J. Verga 9/29/10
Date Notary Date

Christopher Barrett, Laborer 7/19/10 Margaret J. Verga 7/19/10
Date Notary Date

Jesus Cordero, Bldg. Maint. Worker 7/21/10 Margaret J. Verga 7/21/10
Date Notary Date

Alvaro Ovalle, Bldg. Maint. Worker 7/22/10 Margaret J. Verga 7/22/10
Date Notary Date

John Smith, Parking Enf. Off. 7/19/10 Margaret J. Verga 7/19/10
Date Notary Date

John A. Rotondo, Motor Veh. Oper. 7/21/10 Margaret J. Verga 7/21/10
Date Notary Date
Christopher Barrett, Laborer Date

George Reinert, Park Enf. Off.
Date Notary Date

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

[Handwritten mark]

DPW UNIFORMS -

ITEM #	DESCRIPTION	COLOR	SIZE	QUANTITY
	Light Cargo Pants	Blue	Any Combo OF	5
PT20	Plain Spring Pants	Blue		5
B11	Carhartt Pants (Heavy)	Blue		5
LUX	Short Sleeve T-Shirt	Hi Viz Yellow	Any Combo OF	5
LUX	Short Sleeve T-Shirt (Mechanics)	Forest Green		5
8342	Long Sleeve T-Shirt	Hi Viz Yellow		5
8342	Long Sleeve T-Shirt (Mechanics)	Forest Green		5
8460	Short Sleeve Polo Shirts (Supervisors)	Hi Viz Yellow	Any Combo OF	5
8460LS	Long Sleeve Polo Shirts (Supervisors)	Hi Viz Yellow		5
	Long Sleeve Buttoned Down Shirts	Hi Viz Yellow		5
	Long Sleeve Buttoned Down Shirts (Mechanics)	Forest Green		5
LBCSW	Crewneck Sweatshirts (No Hood)	Hi Viz Yellow		5
LBCSW	Crewneck Sweatshirts (No Hood, Mechanics)	Forest Green		5
LUBPUH	Hoody Sweatshirts	Hi Viz Yellow	Any Combo OF	5
LUBPUH	Hoody Sweatshirts (Mechanics)	Forest Green		5
LBHSW	Thermal Lined Zippered Sweatshirts	Hi Viz Yellow		2
LBHSW	Thermal Lined Zippered Sweatshirts (Mechanics)	Forest Green		2
350JB	Bomber Jacket	Hi Viz Yellow		1
TJCW	Parka	Hi Viz Yellow		1
TRJ	Short Rain Jacket	Hi Viz Yellow		1
TRJE	Long Rain Jacket	Hi Viz Yellow		1
TENBIB	Rain Bib	Hi Viz Yellow		1
TENR	Rain Pants	Hi Viz Yellow		1
ATRNSM	Safety Vest	Hi Viz Yellow		2
RNG	Ranger Hat	Hi Viz Yellow		2
KCR	Knit Hat	Hi Viz Yellow		2
1417	Berne Apparel Bibs	Brown		1
	Full Suit Coveralls	Brown		1
ST653	Polo Shirts			2

Name:

Date: