EXHIBIT #1
Regular Council Meeting of 11/26/2007

Dover's Source Water Protection Overlay Zone

City Council Meeting

November 26, 2007

What Is Source Water Protection?

- Protection of the Public Drinking Water Supply
  - Focus is on both quality and quantity
  - **Protection of wellhead areas**
    - **Confined (150' radius – Tier 1)**
    - **Unconfined (500' radius – Tier 2)**
  - Protection of excellent recharge areas

Why Is This Important to Dover?

- In Delaware, Dover is a large public water supplier (Regional Supplier)
- Ground water is the sole source of Dover's water (Three Separate Aquifers)

Water Is an Economic Engine

- Critical Resource Management Issue
- No water = No growth & No economic development
- We have an obligation to our rate payers and bond holders to protect our investment

Water System Facts

- Began operations in October 1882
- Initial system, 13,000 lf +/- ($21,000), 1 Well
- Current System, 200 miles, 22 Wells
- Over 12,200 metered connections
- Certificate of Public Convenience & Necessity (CPCN)
- Average daily flow = 5.12 MGD
- Peak summer flow = 9.28 MGD
- Dover is a regional supplier

Who Are Our Largest Customers?

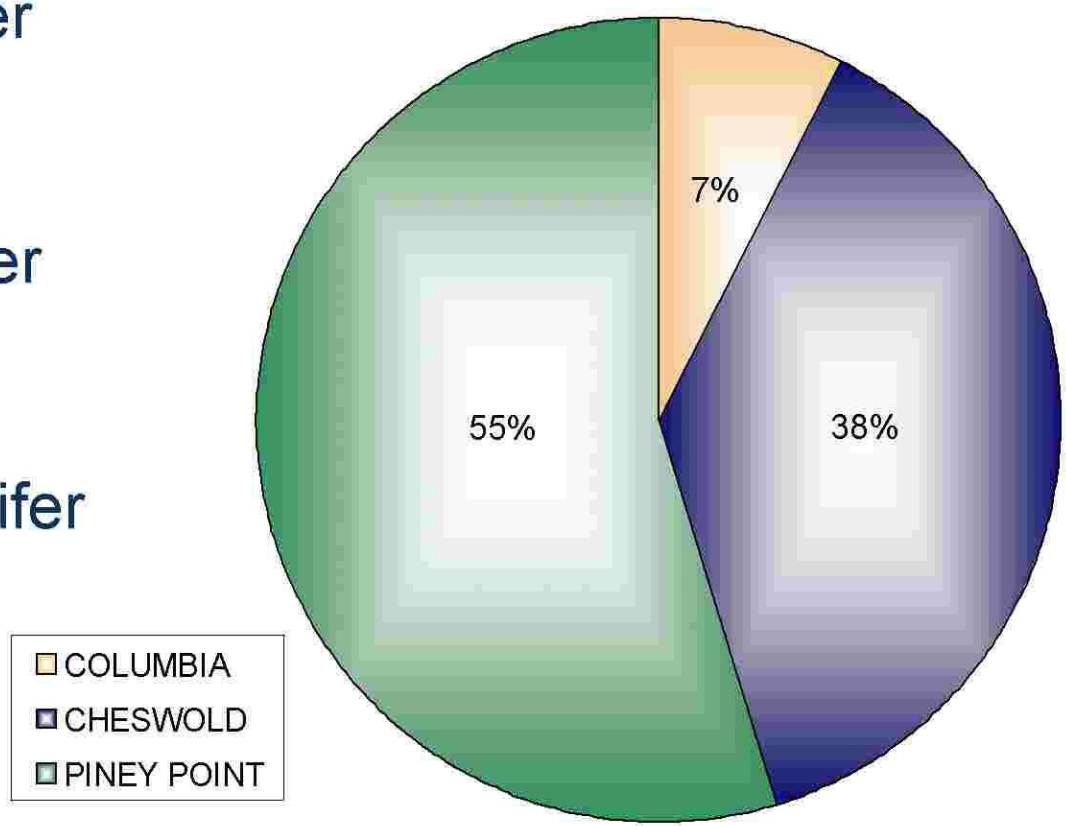
- Delaware State University
- Dover Downs
- Procter & Gamble
- Capitol Cleaners
- Kent General Hospital
- Tidewater Utilities
- Kraft Foods
- Sheraton Hotel
- City of Dover Power Plant
- Playtex Products
- Dover Mall
- Dover Budget Inn
- Kings Cliff Trailer Park
- Olive Garden
- Red Lobster
- Other Hotels

What Is Our Responsibility?

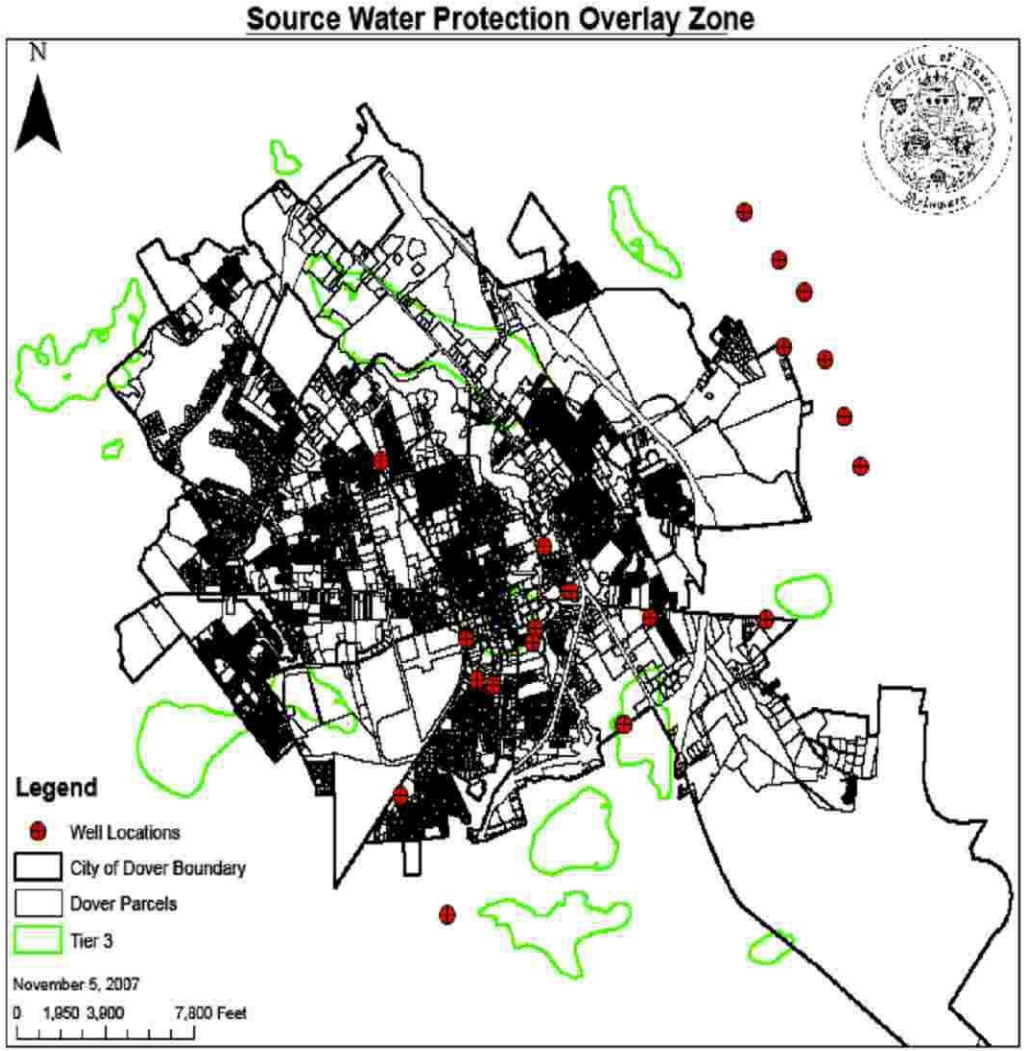
- Source Water Protection Act of 2001
- Dover must adopt maps which delineate:
  - **Wellhead Protection Areas (Confined & Unconfined)**
  - Excellent Recharge Areas
- Dover must adopt ordinances which regulate land use in these areas to protect our regional supply position and this critical resource.

What Is Our Production Profile?

- Columbia Aquifer
  - Unconfined
  - 7 Wells
- Cheswold Aquifer
  - Confined
  - 9 Wells
- Piney Point Aquifer
  - Confined
  - 6 Wells



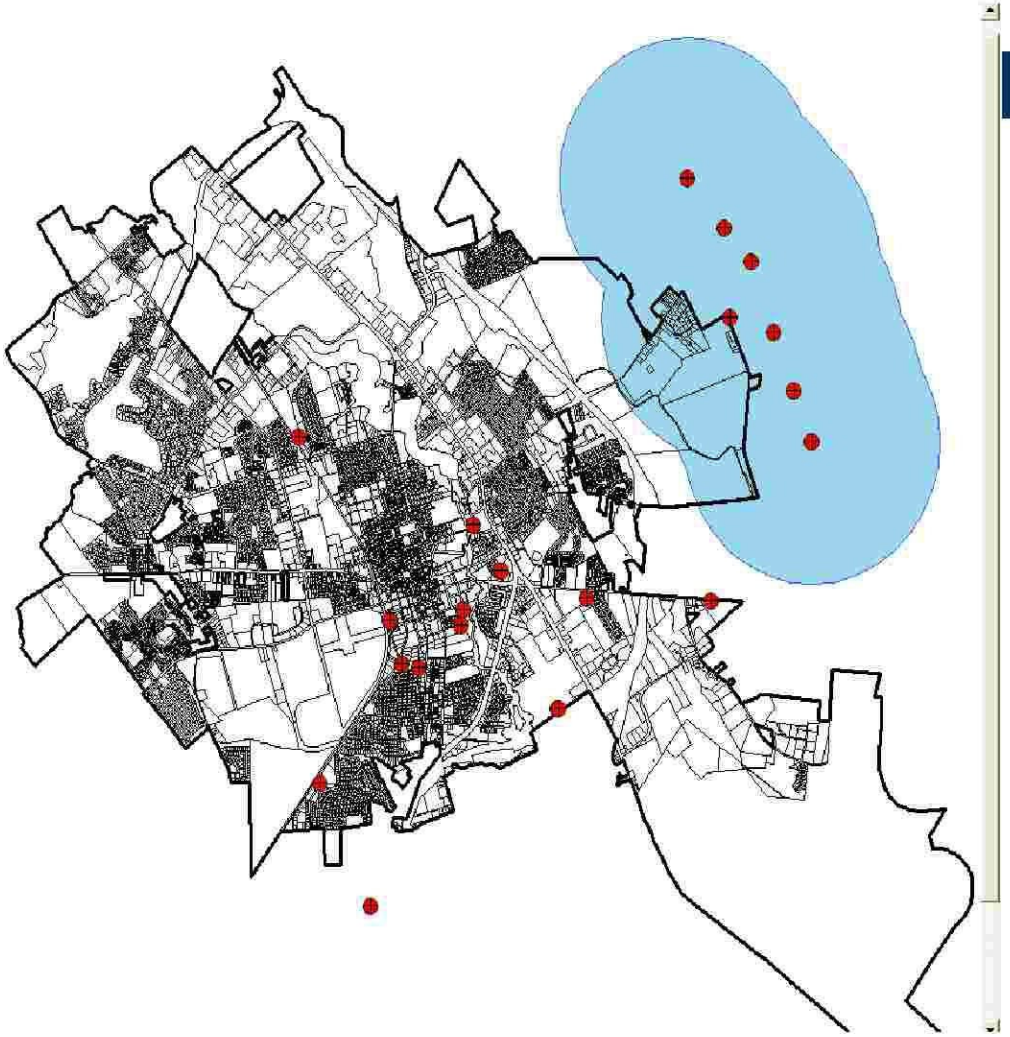
Well Locations



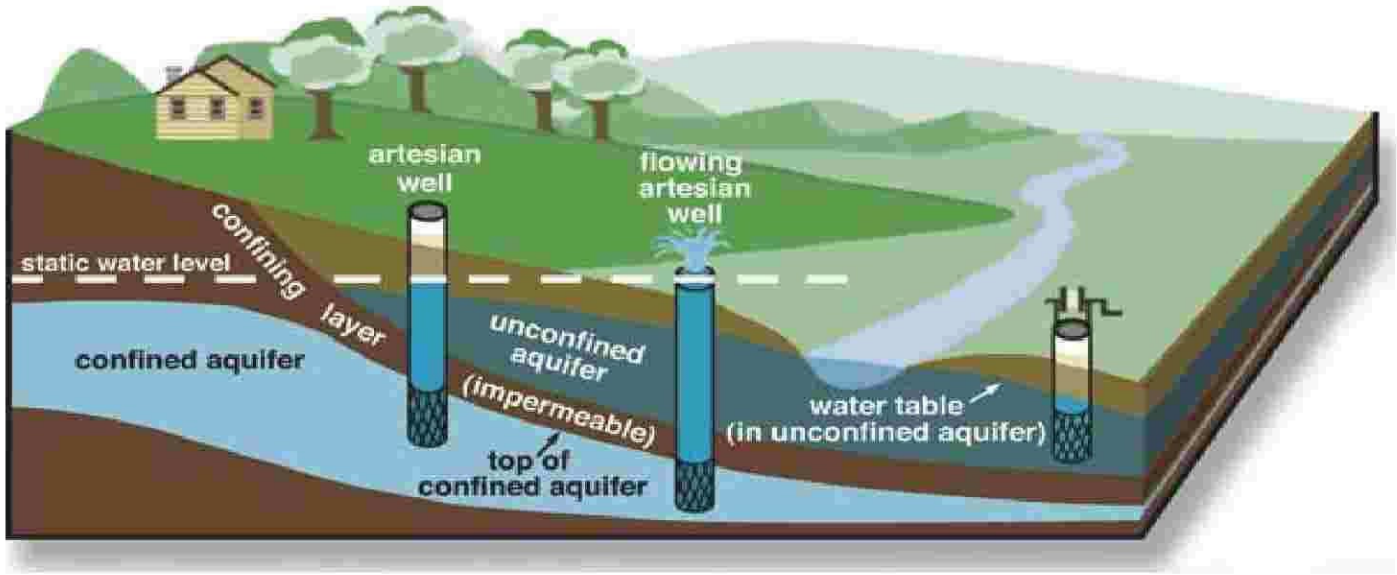
Important Details

- Dover has wellhead areas within our municipal boundaries that we must manage and protect.
- Dover owns wellhead areas outside of our municipal boundaries that must also be protected.

Wellhead Protection Areas



Underground Visualization



Source: http://www.kgs.ku.edu/Publications/PIC/23figures/Fig2.jpg

Regulating Wellhead Areas

- Differentiate between wells in the ‘confined’ and ‘unconfined’ aquifers
- Create protective land use policies
- Preserve “critical” open space
- Encourage natural stormwater runoff and redirect impervious cover runoff

Leadership Issue

- Focus is on the City of Dover
- Current & Future CIP
  - FY 2008 – Well #8 Replacement (Cheswold)
  - FY 2008, FY 2009 & FY 2010 – 1MG Elevated Storage, Piney Point Well
  - FY 2013 – Additional Columbia Well
- Permitting & Funding (State Revolving Fund)
- Regional Position

RECEIVED
NOV 26 2007
CITY OF DOVER
INSPEC. & PLANNING

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES &
ENVIRONMENTAL CONTROL
DIVISION OF WATER RESOURCES
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

November 26, 2007

Ms. Ann Marie Townsend
City of Dover
P.O. Box 475
Dover, DE 19903

RE: Comments of the draft Dover SWP Ordinance

Dear Ms. ~~Townsend~~ Ann Marie:

Thank you for the opportunity to review the latest draft of the City of Dover Source Water Protection ordinance. I commend the City on the steps it has been taking to implement meaningful protection measures for its sources of drinking water.

I did have two minor recommendations which I had addressed in an earlier e-mail correspondence:

First, I recommend that you delete "**29.51 r**" in its entirety. We traced this reference to an EPA guidance reference for municipal ordinances and believe it is a catch all that is too vague and might have unintended consequences. You have already listed the vast majority of facility types in "**29 a through q**" which typically have ground water impacts, further making item "**r**" of little value.

Second, since you have added a definition of "hazardous material" in section 29.2, you should delete the added phrase "or substances" from sections 29.83 and 29.93. These edits will make the definition and the references in the ordained consistent throughout the text.

Finally, I understand that the City will be addressing the excellent recharge areas in a latter addendum to the source water ordinance in section 29.7. As you know, these areas are to be addressed per state law. Therefore, I offer the Department's assistance as needed as you work to incorporate the protection of these areas into the City's source water ordinance.

Sincerely,

John T. Barndt, P.G.
Ground Water Protection Section

Cc: Stewart Lovell
Doug Rambo

Please note the latest revisions in blue and red font.

CITY OF DOVER
DEPARTMENT OF FINANCE
PROCEDURE MANUAL

TITLE: Grant Application Procedures

PROCEDURE # 317
DATE: November 2, 2007

Introduction

This procedure is intended to establish clear directions for accounting for and administering the funds and resources received by the City through Federal, State, and other Grants.

It is the City's policy to strictly prohibit any political activities related to Federal, State and other political subdivision assisted programs. The City's employees will not engage in such activities nor spend City funds or grant funds in such activities.

Definitions

"Department": Departments are the major organizational sub-divisions. They have a broad overall purpose. The City of Dover is organized into departments as follow: Customer Services, Parks, Recreation & Library, Public Services, Police, Public Utilities, Mayor, Central Services, City Clerk, City Manager, Information Technology, Finance, Human Resources, and Tax Assessor.

"Grants": Funds and resources procured by the City which are restricted as to usage by the government or institution providing the funds. Usually, there is an application process whereby the City provides evidence of its need for the funds, its ability to use the funds in a manner approved by the grantor, and detailing the expenditures expected to be incurred. The primary grant providers to the City are the Federal and State governments.

"Closeout": The process of finalizing a grant project, including completion of the final financial reports, determination of cash balances, accomplishment of necessary accounting entries and placing all project files in a manageable holding system.

"Matching Funds": Dollars that must be available in order to qualify for a grant. Often grantors will not support the entire cost of a project and require that the applicant provides a certain share of the project cost from other sources.

"In Kind Match": A grant where the required match is not a cash contribution, but is existing personnel time, equipment or material made available for the purpose of the grant."

"NOFA": Notice of funding availability. Grant-making agencies issue a NOFA to solicit applications.

"OMB Circular A-87": Establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments.

Departmental Grant Application Decision Making Process

1. The Departments are responsible for seeking out new grant resources. The Department shall analyze the need and future costs of a grant before applying for a grant. A number of questions shall be considered by the department before determining whether a grant application is appropriate. A 'Department Grant Application Decision-making Process Form' to be completed by each department can be found in Appendix A.

2. A copy of the 'Department Grant Application Decision-making Process Form' should be maintained in the grant folders at the department level and ~~in the Finance department as documentation for future audits~~ copies distributed to the City Manager and Finance Director for budgeting and auditing purposes.

3. If the annual project/program cost in excess of the grant award exceeds $25,000.00 Council approval is required. A copy of the Department Grant Application Decision-making Process Form should accompany the appropriate approval forms.

Grant Application Process

1. The Application process is the most critical step. The requesting department prepares the grant application package and submits the approved, completed grant packages to the proper grantor institution. The reviewing body will make their decision solely upon the evidence of need as shown in the application. Therefore, a well documented proposal is imperative. Departments should review the requirements of the application closely.

2. City Council must approve the application of all grants which require a 'monetary' match in funds of $25,000 or more from the City of Dover or if the grant requires City Council approval. Grants requiring 'in-kind' matches do not need Council approval. The Department shall be responsible for acquiring City Council approval before applying for grants with these requirements. Please note if the grant and match have been fully identified in the approved budget, Council approval shall be met. This procedure does not negate any requirements of the City Purchasing Policy.

3. The application cannot be submitted to a grantor for consideration without the written approval of the Department Head regardless of the amount. A copy of the application with the Department Head's signature should be kept on file within the submitting department.

4. The requesting department will be responsible for ensuring that all approved applications are signed by the Mayor or appropriate official prior to submission.

Grant Award/Post Award Process

1. The requesting department receives the grant award letter. Federal award notification is

received by email. If the City is awarded the grant, a Committee Action Form (CAF) is to be prepared for the Legislative, Finance & Administrative Committee to approve the grant award. The CAF shall include any non-grant funded expenses listed in the 'Department Grant Application Decision-making Process Form' for the current and future fiscal years.

Several types of state funded grants are awarded to local law enforcement agencies state-wide based on annual allocations of funds approved by the State Legislature and quarterly applications for funds resulting from property and drug seizures. The Police Department must conform to the grantor requirements for spending these funds. The Police Chief approves the application for and disbursing of these particular funds.

2. A grant records file shall be maintained and updated by the requesting department for each application throughout the grant process, including the final accounting and closeout. The file shall consist of, at a minimum, the application, acceptance letter and a spreadsheet detailing cash receipts and disbursements. The Department must maintain records of expenditures including any appropriate supporting documentation. The expenditures must be reviewed to determine if they are an eligible expense under the grant agreement.

   Confidential records supporting expenditures for informant funds etc, used by the Police Department must be maintained in separate secure files. Informant payment records must include a summary of payments, current photographs, fingerprint cards, debriefing information and copies of signed statements by the informants. The director must prepare and maintain reconciliation reports for these imprest funds on a quarterly basis.

3. The Department Head, or his/her designee, shall monitor the status of the grant application and the subsequent award.

4. The original signed grant contract shall be added to the appropriate grant file and identified with a contract number and the performance period.

5. Copies of all documents are to be provided to the Finance Department to monitor compliance and completion of the annual audit.

6. Where applicable, Public Hearings and Advisory Board Meetings must be held in accordance with the grantor requirements throughout the term of the grant.

Accounting Procedures

1. The Department Head shall request account numbers for grant revenues and expected expenditures from the City Finance office. Where applicable a project number will be assigned to each grant to track receipts and expenses.

2. The Finance Department and Department Head are responsible for maintaining separate records for each grant project to avoid commingling of grant funds.

3. The Department Head is responsible for assuring all grant project funds are expended

according to the terms of the grant. All grant project funds must be obligated by the termination date(s) specified in the grant. Any matching funds must be expended and reported timely.

4. The Department Head is responsible for submitting any required reimbursement requests to the grantor as authorized expenditures are incurred. At the end of each fiscal year, the Department Head shall submit to the Finance Department a list of all outstanding reimbursement requests and qualified expenditures incurred, but not submitted to the grantor for reimbursement. Accordingly, the Finance Department shall create a grant receivable entry, reconciling this to the grant activity recorded during the period.

5. Purchase, Invoice and Payment processing shall be in accordance with the City of Dover Purchasing Policy, incorporated into this procedure by this reference. Payroll processing shall be in accordance with City payroll procedures.

6. Retention of records shall be in accordance with the State of Delaware's Local Government General Records Retention Schedule for Grants, which specifies grant financial files are to be retained for five years after submission of the grant closeout letter and successful audit.

7. Requests for drawdown of funds must be in accordance with award requirements specified by the grantor.

8. Receipts are received and entered into the General Ledger by the Finance Department.

9. The Department Head is responsible for maintaining records of all inventory purchased and are to provide an updated copy to the Finance Department June 30 each year for audit purposes. All records for equipment, non-expendable personal property and real property shall be retained for a period of at least three years from the date of the disposition, replacement, or transfer.

10. Records must be maintained for each non-expendable item that costs $5,000 or more and has a useful life of one year or more. The Department Head shall send the invoices and appropriate backup data to the Finance Department for recording in the Capital Asset system.

11. The Department Head is responsible for timely submission of reports to the grantor as required under the terms of the grant.

12, The Department Head is responsible for submitting quarterly and final Financial Status Reports (FSRs) for grants if required under the terms of the grant. A copy of any FSR must be submitted to the Finance Department before being sent to the grantor. Finance shall reconcile amounts reported on the FSR with the amounts recorded in the City's accounting system. Any discrepancy shall be resolved by the Department Head and communicated to the Finance Department.

13 The Department Head is responsible for performing and monitoring closeout activities.

14. Any unexpended funds shall be returned to the grantor and any interest earned on cash balances shall be disbursed in accordance with the grant requirements.

15. The Finance Department is responsible for preparing Form SF-SAC, "Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations," in accordance with Federal OMB Circular A-133.

16. A quarterly report will be presented to City Council by the Finance Department for all grants.

Control of Grant Funds

1. Interest Earned and expended is promptly recorded in the accounting records and reported on the FSR's. FSR's are due 45 days after the end of the calendar quarter.

2. Grant funds and interest earned is expended by the end of the allowable period.

3. Matching funds are expended and reported timely.

4. Final FSR's are submitted timely.

5. The Department Head will ensure grant requirements are met and if necessary will request changes from the grantor 60 days before the end of the award period.

6. Draw down of Federal funds will be initiated after the Department submits the quarterly FSR's. This ensures that the department has already paid for the cost of goods or services incurred on behalf of federal grants. Any funds received in advance will be placed in an interest earning account.

7. Department Heads ensure matching funds are spent and that related expenditures are tracked for reporting purposes.

8. Department Heads will obtain permission from federal grantees to spend the interest earned as part of the grant proceeds. They will request a Budge Adjustment Request to augment grant budgets with interest earned revenues that they have received.

DISTRIBUTION
Mayor
CDBG Director
Police Department
City Manager
Department Heads

Appendix A

Department Grant Application Decision-making Process Form

Department**:**_____ Staff Contact**:**_____

Funding Source**:**_____

Grant/Project Name**:**_____

Date application due**:**_____

New___ OR Recurring Grant____ If so when? List past projects_____
_____

Brief Project Summary: _____
_____
_____
_____
_____

Total Cost of Project**:**_____

Material:_____

Labor:_____

City Match:_____

Indirect Cost:_____ (Vehicles, repairs, mileage, IT, telephone, etc)

Additional Salaries:_____(support costs, administrative salaries)

Long term costs & commitments:_____

Maximum Amount Available from Funding Source:_____

Anticipated Award Notification Date:_____

Anticipated Grant Term: Start Date_____ End Date: _____

Amount to be Requested:_____

Project Shortage amount:_____

Does this grant have a match requirement?: Yes _____ NO _____

Does the amount of match requirement, project shortage or other grant requirements necessitate City Council approval prior to award?: Yes _____ NO _____

Source for City Match? _____

Is this project a Cash award_____ or reimbursement_____? If this is a reimbursement grant, will funds be available?

Is this project costs included in the City Budget?_____

Grant funds will be used for the following: (check & list all that apply)

____Equipment_____

____Supplies_____

____Program Expenses

____Printing

____Personnel-Current Staff. Number of staff___ __ Number of hours_____

____Personnel-to hire additional Staff. Number of positions_____ Number of hours_____

____Capital (land, building, vehicles, etc)_____

____Contracted Services:_____

____Other:_____

_____

How will the program/project be funded after the grant expires?_____

_____

_____

_____

If the Department receives only a portion of amount requested, how will the project be funded?_____

_____

Are there any other departments within the City eligible for this funding?

Are any other departments within the City willing to collaborate on this project?

Will this project duplicate or compete with any other service or program provided by the City or other local agency?

IUE-CWA / City of Dover Contract Settlement Terms

Three year Agreement – July1, 2007-June 30, 2010

Wages 3.5% each year of the Agreement Effective July 1st of each contract year.

Safety Shoe Allowance raised $25/year from $100 to $125 (Employees must have receipt – City Pays amount up to $125)

Rule of 80 Early Retirement Provision effective 1/31/2010

Additional 3 days of vacation effective 1/31/2010

City ceases Medicare Part B reimbursement for IUE Employees who retire after 1/31/2010

AGREEMENT

BETWEEN

THE IUE-CWA-CWA-AFL-CIO AND ITS AFFILIATE LOCAL 88315 –

DOVER ORGANIZATION OF EMPLOYEES

AND

THE CITY OF DOVER, DELAWARE

JULY 1, 2007 - JUNE 30, 2010

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AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of November, 2007, by and between THE CITY OF DOVER, a municipal corporation of the State of Delaware, hereinafter referred to as the "City" or as the "Employer," and THE INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS/COMMUNICATIONS WORKERS OF AMERICA (IUE-CWA-AFL-CIO-CLC) and its affiliate, Local 88315/Dover Organization of Employees, hereinafter referred to as the "Union" or IUE-CWA or DOE. The term of this Agreement shall be from July 1st, 2007 to June 30, 2010.

1. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to achieve better understanding between the employer and the employees; and to provide for the equitable adjustment and successful resolution of differences which may occur between Employer and Employees.

2. RECOGNITION

The City recognizes the IUE-CWA and its affiliate Local 88315 Dover Organization of Employees (DOE) as the exclusive bargaining representative of the unit certified by the state of Delaware Department of Labor, Division of Industrial Affairs, under Chapter 13, Title 19, Delaware code under case number 194 including any subsequent amendments and job title changes. Included in such recognition are all full-time and part time employees who work twenty (20) hours or more per week included in the job classifications as set forth in appendix "A". Excluded from representation are all Confidential, Professional, Supervisory or Managerial employees; Temporary employees, guards, part time employees who work less than 20 hours per week (except those who work in the Library Clerk I and Library Page classifications), or who are not permanently employed.

The City is to provide the IUE-CWA/DOE President a monthly report with the names and job title of all employees who have been placed in, or separated from, the classifications represented by IUE-CWA/DOE.

3. ORGANIZATION REPRESENTATIVES

A written list of the Union Representatives shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes in the list which occur from time to time.

Time spent by Union Representatives in handling grievances or attending meetings with City Representatives shall be without loss of pay provided Union Representative notifies his/her Department Head and provided that such time does not exceed two (2) hours per week. Time spent by Union President in handling grievances or attending meetings shall not be subject to two hour limit provided the Department Head is notified and such time is reasonable. Union President & Union Representatives will fill out a leave

slip marking other category, write in union business and submit to Department Head and Human Resources so that actual time spent on union business can be tracked.

The City agrees to grant an unpaid leave of absence to no more than three (3) employees at any given time to attend the regular convention or council meetings of the IUE-CWA. The Union agrees to notify Human Resources Department and Department Head in writing at least fourteen (14) calendar days prior to the commencement of such leave. This leave shall not exceed fifteen (15) total working days for the entire bargaining unit during any three (3) consecutive contract year period.

Union Bulletin Boards will be added to the following work areas for accessibility for Union Members and maintained by the Chief Steward. These bulletin boards will be secured boards with sliding glass doors and be able to be locked. Keys for these bulletin boards will be held by both the Union and the Human Resources Department and all postings must be approved by Human Resources prior to posting.

The cost of these boards will be shared 50%-50% by the City and the Union.

Areas for Union bulletin boards will be as follows:

1. City Hall
2. Reed Street
3. Police Department
4. Warehouse Breakroom
5. Library
6. Water Treatment
7. Facility Maintenance
8. Grounds
9. Construction
10. Firehouse Station #1

Representation from the Union will be included on a Safety Committee, for IUE-CWA represented employees when a program is implemented by the City.

Changes in working conditions must be discussed with a Union Representative before implementation.

4. MANAGEMENT

The management of the City of Dover and the direction of all department personnel, including the right to hire, assign, set standards, suspend, transfer, promote, discharge, or discipline for violation of the rules and regulations of the department, duly promulgated, providing for such discipline, and to maintain the discipline and efficiency of its members; the right to relieve members from assignments for legitimate reasons; the right to determine the manner of operation, and to change the methods or processes, or to use new equipment; the right to establish schedules; to introduce new or improved methods of operation; and to extend, limit, or curtail its operation, is vested exclusively in the City Manager. The above statement of management functions shall not be deemed to exclude other functions not listed herein. In no case shall the exercise of the above prerogatives of

management be in derogation of the terms and conditions of this agreement or of State Law.

For the purpose of the implementation of any provision of this agreement wherein the authority is vested in the City Manager, the City Manager may designate any member of his staff to act in his behalf.

It is understood that the scheduling of Dover, PD employees is set by the Chief of Police and that nothing in this agreement negates that authority. The Chief of Police retains "the right to establish schedules" and is not obligated to permanently maintain the Police Communication Operators schedule or any other schedule.

5. NO DISCRIMINATION

The parties to this Agreement agree that they shall not discriminate against any person because of Race, Creed, Color, Sex, Age, Religion or national origin in accordance with Title 19, Chapter 7 as amended: and such persons shall receive the full protection of this Agreement.

6. WORK DAYS AND WORK WEEK

The basic work schedule for the City shall be five (5) days per week from Monday to Friday inclusive. Eight (8) hours of work shall constitute a normal work day and forty (40) hours of work shall constitute a normal work week. For payroll purposes, the work week begins on Sunday at 12:01 a.m. and ends on Saturday at 12 midnight.

The workday for Police Communications Operators assigned to 12 hour shifts shall be considered the day the shift begins. Each dispatcher will be scheduled off for a single 4-hour block during the pay period, either at the beginning or end of the assigned shift, unless requested otherwise by the dispatcher for hardship and with management's approval. If this 4-hour block cannot be accomplished reasonably within the pay period the resulting 4 hours will not be paid in overtime but will instead be compensated with an additional 4 hours off with straight pay in the following pay period. For purposes of determining Holiday worked as it relates to the pay versus vacation option, a dispatcher will be considered to have worked the holiday only if their regular shift begins on the calendar day of the City recognized holiday. Any regular shift hours worked on a holiday will be paid at straight time. The 8-hour city holiday benefit pay shall count towards total hours worked for the pay period. A day for pay purposes is 8 hours regardless of the dispatcher working an 8-hour or 12-hour day.

The purpose of this addendum is to adjust those contractual issues necessary for the implementation of a twelve (12) hour shift for police department communications operators. It is understood that the schedule of this agency is set by the Chief of Police and that this addendum does not negate that authority. The Chief of Police retains "the right to establish schedules" and is not obligated to permanently maintain this or any other schedule.

A shift employee is defined as an employee who works at a job which is operated on a rotating twenty-four (24) hour per day, seven (7) day a week basis. Shift employees work eight (8) hour shifts except in fire dispatch and Communication Operators

All City employees are expected to be at their assigned place and ready for work at the start of the work day. Lateness, for justifiable reasons, will be excused, but habitual tardiness will not. Prior arrangements for planned absences must be made with the employee's supervisor.

The City Manager is empowered to adjust work schedules as he/she deems necessary in the best interest of the City. If substantial changes are made management agrees to consult with IUE-CWA/DOE.

The City will maintain a bi-weekly pay period with Friday as payday. If payday falls on a holiday, payday will be Thursday. The City plans to implement this change in January of 2008.

7. REST PERIODS (BREAK)

The City authorizes two (2) fifteen (15) minute breaks per normal work day in addition to lunch hour or lunch one-half hour, depending upon the area worked in. These fifteen (15) minute breaks should not be abused and must be taken at a time that will not disrupt the operation of the job function. The supervisor shall have the authority to assign a break time if necessary, as well as a lunch period.

8. SEVERE WEATHER EMERGENCY

In the event of a severe weather emergency, and the City Manager puts liberal leave into effect, employees not on the Essential Personnel List will have the option of using vacation, comp time or leave without pay to cover the normal working hours missed as a result of the weather emergency. If an employee chooses comp time, and does not have comp time accrued, that employee will be advanced comp time with the understanding that those hours missed due to the weather emergency will be made up within 2 weeks of the weather emergency. Comp time that is advanced and to be made up will be at the straight time hourly rate and not subject to Article 10 – Overtime.

If a decision is made to close City Hall Offices during the normal work week, Monday through Friday, and the City elects to pay employees for the normal work day or part thereof, all IUE-CWA employees understand they may be required to work and will be compensated at the rate of one and one-half (1 1/2 x) times their regular rate of pay for hours worked. This pay will be in addition to their normal rate during the normal work day for total compensation paid at double time and one-half (2 1/2 x). All IUE-CWA employees who are part of an emergency plan will provide a current telephone number where they may be contacted during the emergency. Work performed outside of normal working hours will continue to be compensated at the normal overtime rate of one and one-half time (1 1/2 x).

9. MEALS DURING SEVERE WEATHER EMERGENCIES

In the event of a severe weather emergency, the City will provide IUE-CWA employees listed on the weather emergency plan who work overtime with either (1) a meal at a local establishment of the City's choice or (2) a $10 non-taxable meal allowance which will be paid by separate check at the next pay cycle. The City of Dover will have the sole decision on which option is chosen.

10. OVERTIME

Employees shall be paid time and one half (1 &1/2) their regular hourly rate for all hours worked in excess of eight (8) hours per day and/or forty (40) per week; except that employees scheduled to work flex shifts or regular ten hour shifts shall receive overtime pay for hours worked in excess of their normal daily shift and/or for all hours worked in excess of forty (40) per week.

Overtime compensation for Police department communication operators working the 12-hour schedule shall be paid time and one-half (1-1/2) the regular straight time rate for hours worked in excess of the scheduled 12-hour shift as well as eighty (80) hours for the pay period (two weeks).

No pyramiding of overtime will be permitted, i.e. there shall not be payment of more than one premium rate for the same hours of over time.

For the purpose of computing overtime pay, time spent on holidays, earned sick leave and earned vacation time shall be considered as hours worked by employees required to work scheduled overtime except that any sick leave time to be counted toward overtime must be excused.

Lost time due to general leave, personal business, unexcused absence and lateness shall not be considered as hours worked.

Hours worked on a city recognized holiday shall be paid at time and one half in addition to holiday pay received. All overtime must be authorized by the department manager prior to working overtime hours except in the case of an emergency at which time the overtime may be authorized by the employee's supervisor.

A separate agreement exists for overtime provisions for Fire Dispatchers.

A minimum of three hours overtime pay will be paid to Police Communications Operators and Fire Dispatchers, and Police Code Enforcement Personnel who are subpoenaed for court appearances during non-working hours, except as follows:

Police communications operators assigned to 12-hour shifts will be paid a two (2) hour minimum for court appearances scheduled prior to 11:00 AM that occur on off duty time during the calendar day that the dispatcher is scheduled to report for night shift. Any

time worked 11:00 AM or after is subject to rescheduling at management's discretion. Subpoenas for a time of 11:00 AM or later are not subject to the two (2) hour minimum.

This article is intended to define the normal overtime policy in effect at the time of the execution of this agreement. Consistent with Section 6, Hours of Work, nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work week as deemed necessary to provide service. This may include flex hours for an individual or ten hour days. In such cases the standard shall be time and one half for all hours in excess of 40 hours in a week. Except in Emergency cases, should such changes be necessary the city will provide at least 24 hour advance notice to affected employees.

11. HOLIDAYS

The following days shall be considered to be paid holidays;

New Years Day
Martin Luther Kings Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

When a holiday falls on a Saturday a paid holiday will be granted on Friday. When a holiday falls on a Sunday, a paid holiday will be granted on Monday.

All permanent employees shall receive a normal days pay for each of the recognized holidays even when they do not work on such holiday. Employees who are required to work on a holiday shall receive holiday pay plus pay at one and one half the regular rate for actual hours worked.

An employee who is on an authorized vacation during a holiday period shall not be charged a vacation day for the holiday. In all other cases, to receive holiday pay an employee must have worked the regular scheduled work day before and after the holiday, or have been on an excused absence.

Holidays are considered as hours worked for payroll purposes.

12. VACATIONS

Vacations shall be earned as follows:

Each full-time permanent employee with fewer than eight (8) complete years of service shall earn vacation leave at the rate of one (1) day per completed month or twelve (12) days per completed year of service.

Each full-time permanent employee with eight (8) completed years of service but less than fifteen (15) complete years of service shall earn vacation leave at the rate of one and one-half (1 1/2) days per completed month or eighteen (18) days per completed year of service.

Each full-time permanent employee with fifteen (15) complete years of service but less than twenty (20) complete years of service shall earn vacation leave at the rate of one and three-fourths (1 3/4) days per month or twenty-one (21) days per completed year of service.

Each full-time permanent employee with twenty (20) or more complete years of service shall earn vacation leave at the rate of two (2) days per month or twenty-four (24) days per completed year of service.

Part-time permanent employees working twenty (20) hours or more per week shall accumulate vacation leave at one-half (1/2) the rate of full-time employees. Part-time permanent employees working less than twenty (20) hours per week shall not be eligible for vacation leave. For the purposes of this section, a completed month is any month in which an employee works or is on leave with pay at least one-half (2) the work days.

Effective – January 31, 2010 - Vacations shall be earned as follows:

Each full-time permanent employee with more than six (6) months of service and fewer than eight (8) complete years of service shall earn vacation leave at the rate of one and one quarter (1 ¼) day per completed month or fifteen (15) days per completed year of service.

Each full-time permanent employee with eight (8) completed years of service but less than fifteen (15) complete years of service shall earn vacation leave at the rate of one and three quarter (1 ¾) days per completed month or twenty-one (21) days per completed year of service.

Each full-time permanent employee with fifteen (15) complete years of service but less than twenty (20) complete years of service shall earn vacation leave at the rate of two (2) days per month or twenty-four (24) days per completed year of service.

Each full-time permanent employee with twenty (20) or more complete years of service shall earn vacation leave at the rate of two and one quarter (2 ¼) days per month or twenty-seven (27) days per completed year of service.

Part-time permanent employees working twenty (20) hours or more per week shall accumulate vacation leave at one-half (1/2) the rate of full-time employees. Part-time permanent employees working less than twenty (20) hours per week shall not be eligible for vacation leave. For the purposes of this section, a completed month is any month in which an employee works or is on leave with pay at least one-half (1/2) the work days.

13. **VACATION SELL BACK**

A permanent employee may, during the month of December, sell back to the City unused vacation leave earned by the employee since the prior December in accordance with the following schedules:

Permanent Full Time

# of vacation days earned per year	# of days eligible to sell
12	5
18	5
21	10
24	10

Eligible Permanent Part Time

6	2.5
9	2.5
10.5	5
12	5

The payment in lieu of vacation shall be made only in December of each year and shall be deducted from the current calendar year's unused vacation leave. The employee will be paid based on his or her base salary plus cost of living increases and longevity increases at the date of the issuance of the pay back check.

This pay shall be optional. The employee must request in writing to the employee's department head, prior to the submission of his/her department's annual preliminary operating budget to the City Manager to reserve the option of pay in lieu of vacation in the budget. The normal City of Dover application for leave form (#COD004) must be completed at least two weeks in advance of receiving pay on the first pay period in December.

Pay in lieu of vacation shall not be considered pay for pension purposes. No employee pension contributions will be deducted, the City will not make pension contributions based on the pay and the pay shall not be used to compute pension benefits.

14. **SICK LEAVE**

A. Sick leave with pay is not a right which an employee may demand but a privilege granted by the City for the benefit of an employee. Sick leave may be granted to an employee absent for work for any of the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, exposure to contagious disease when continuing to work might jeopardize the health of others and for the well care of the immediate family residing in the employee's principle place of residence.

B. Each Department Head may establish an appropriate written notification policy for their department that will best serve the City's interest. Unless modified by the Department Head, notification of the desire to use sick leave should be submitted to the employee=s supervisor prior to the shift whenever possible, but certainly never later than one half hour after the beginning of the scheduled start time. Shift workers must notify the on-duty supervisor/employee at least one hour prior to the beginning of their shift. Persons failing to give adequate advance notice will be considered absent without leave and pay will be withheld.

C. A physician's certificate is required for an employee who is out over three (3) consecutive working days unless waived by the Department Head. A physician's certificate may be required on a one day basis for habitual lost time at the discretion of the employee's Department Head. In all cases, a sick leave form must be completed and signed by the returning employee. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be just cause for progressive disciplinary action.

D. Sick leave shall be accumulated at the rate of one (1) day per month of service or twelve (12) days per completed year of service for full time permanent and probationary employees. Sick leave shall be earned in any month in which an employee shall have worked or shall have been on leave with pay for at least one-half (1/2) of the scheduled workdays. Effective 07/01/2000 the maximum number of sick days an employee may accrue is unlimited.

E. Part time permanent employees working twenty (20) or more hours per week shall accumulate sick leave at one half the rate for full time employees. Part time employees shall earn sick leave in any month in which they have worked or have been on leave with pay for at least one-half (1/2) of the scheduled workdays.

F. Sick leave shall be taken by eligible employees in minimum increments of one half (1/2) hour. The use of sick leave may require verification by the City from the first hour used as deemed appropriate by the Department Head. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be just cause for progressive disciplinary action.

G. For the purposes of Police communications operators assigned to 12-hour shifts, all references to accruement of sick time, vacation time, bereavement time, and any other reference to a "day" worked shall remain the same as the original contract with the understanding that the term "day" refers to 8 hours and not 12.

15. BEREAVEMENT LEAVE

Bereavement leave shall be granted to all regular employees and probationary employees who are regularly scheduled to work 20 hours or more per week and who experience a death of a member of the employee's immediate family. Upon request, the employee may be granted up to three (3) working days leave with pay. If the funeral is

more than four hundred (400) miles from the City, the employee shall be granted up to five (5) working days, with pay, not charged to any leave balance, to arrange for and/or attend the funeral service or related matters. An employee may request additional time beyond the time provided. The City Manager or appropriate city official may grant such additional time to be charged against the employee's sick leave.

Immediate family is defined for the purpose of this section as spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law and adopted relationships that can be derived from those named, in addition to significant other if not married or separated from spouse, and any relative living with the employee.

The City reserves the right to request verification of the relationship and funeral location. Hours granted as bereavement time shall be counted as hours worked for purposes of computing overtime and shall not be charged as vacation leave if such occurs while the employee is on vacation.

16. **FAMILY EMERGENCY**

In the case of a family emergency such as a death or illness, leave of absence without pay may be granted without requiring the prior exhaustion of vacation leave.

17. **SALARIES**

A. Effective the next full payroll period after ratification of the membership and approval by the City Council, all employees will receive increases as agreed with the entire Union Negotiating Committee and outlined in Appendix B.

July 1, 2007 +3.5%
July 1, 2008 +3.5%
July 1, 2009 +3.5%

Employees will advance to the next step on July 1st of each calendar year as outlined in Appendix B.

B. Temporary upgrades are defined in the personnel rules and are to be granted after 20 continuous days or 35 days in any 90 day period. Should there be another occasion in a twelve month period, the temporary upgrade in pay will take place after 10 days.

18. **ON CALL & CALL IN PAY**

A. Employees who are scheduled for on-call service in any given week shall receive an additional seven (7) hours of straight time pay over and above the normal hours worked in that week, even if the employee is not called out.

The on-call pay provided for herein shall be calculated into the employee's overtime rate and included in pension calculations.

B. In addition to the on-call pay provided above, the paid call out time shall be a minimum of two hours at the employee's applicable rate of pay, for each separate call-out. Only when an employee has returned home and is again called out shall it be considered a separate call-out.

C. Any trading of on-call duty between employees must be approved, in writing, by the supervisor of the employee who was originally assigned for duty. Trading of on-call assignments for less than the full week shall not alter the method by which payroll will compensate only the original employee who was assigned for that week.

D. Any employee assigned to on-call duty, who is found to be unavailable when called at the number listed with the Dispatch Center of his/her department, will be subject to disciplinary action by the department head.

E. Employees who are subject to call-out shall be responsible to assure that his/her phone number listed in the appropriate Dispatch Center is correct and current at all times.

F. Any employee who is not assigned to be on-call, but who is called in to work before, or called back to work after, the normal hours of his/her shift, shall be guaranteed a minimum of two hours of overtime.

G. The two hour minimum provisions contained in Sections B & F above shall not apply if an employee is called in to work within one hour before the employee's normal starting time and continues working into the normal shift.

19. SHIFT DIFFERENTIAL PAY

Shift differential pay shall be granted to any full time regular employee assigned to work a rotating shift, or the evening or night shift for an extended period of time. Periodic and/or occasional evening or night shift assignments or off shift work by part time or temporary employees does not qualify an employee for shift differential pay.

In addition to the above the City of Dover agrees to pay shift differential to full time employees scheduled to flush the City's water system. Shift differential will apply for all employees who are assigned to flush the City's water system for five (5) consecutive shifts or more during a pre-approved work schedule. This altered work schedule is being assigned to facilitate improvements to the City's water quality and will continue indefinitely. Periodic and/or occasional off shift work as outlined above does not qualify an employee for shift differential.

The amount of shift differential pay shall be calculated for each hour actually worked subject to the following schedule:

Day Shift (8:00 a.m. - 4:00 p.m.)	0 cents per hour
Evening Shift (4:00 p.m. - Midnight)	50 cents per hour
Midnight Shift (Midnight - 8:00 a.m.)	75 cents per hour

This shift differential shall not become part of base pay and shall be paid monthly.

20. LONGEVITY PAY

a. The amount paid for longevity pay shall be 10 cents per hour, as listed below:

Longevity pay is added to base pay therefore it is computed on actual hours worked and used in the calculation of overtime premium. Longevity Pay shall apply to all permanent employees, working twenty or more hours per week, who were hired prior to July 1, 1980. Persons hired after this date are not eligible for longevity pay.

b. Upon completion of 9, 12, 15, 20, and 25 continuous years of service employee shall receive an appropriate adjustment in base pay.

Number of years of continuous service	Amount of Increase	
	Hourly	Weekly
9	.10/hr.	4.00/wk
12	.10/hr.	4.00/wk
15	.10/hr.	4.00/wk
20	.10/hr.	4.00/wk
25	.10/hr.	4.00/wk

21. HEALTH CARE INSURANCE PAYMENTS

The City participates in the State of Delaware Group Health Insurance Program and employees are entitled to select their desired level of coverage from the options available thereunder.

The City will pay 100% of the monthly premium for individual employee coverage. For employees who elect dependent coverage the City will contribute 75% of the dependent premium and the employee shall pay the remaining 25%

22. VISION PLAN

The City will provide a $10 deductible eye care plan for all IUE-CWA employees. This will be an insured plan and is subject to the terms of the plan sponsor. Employees who

are assigned to positions which require safety glasses for work are to specify safety eye wear with side shields when purchasing glasses to be worn at work.

23. DENTAL PLAN

The City agrees to sponsor an optional, employee paid group dental plan. The City will solicit employee representative input to any plan design changes.

24. RETIREMENT HEALTH CARE INSURANCE PAYMENTS

For employees who retire after September 1, 1991, the City shall pay 100% of individual employee monthly premiums. Also, the City shall pay 75% of the retiree's dependent coverage. The same arrangement will be made for those who select the 457 retirement option and obtain the necessary age and length of service required by the regular retirement options.

Employees hired after 7/1/94 who select early retirement, as defined by the regular pension plan, will not be provided the benefit but may purchase health care at the City's group rates.

Effective – January 31, 2010

For employees hired on or before July 1, 1994, the City shall pay 100% of the individual employee monthly premiums. Also, the City shall pay 75% of the retiree's dependent coverage.

Employees hired after July 1, 1994, the City shall provide retirement health care coverage for those employees who retire directly from the City with unreduced pension payments subject to the following:
For the City employee/retiree the City will pay 100% of the individual retiree premium. Also the City will pay 75% of the retiree's dependent coverage.

The City of Dover's General Employee Pension Plan ordinance as stated on July 1, 2007 shall determine retirement eligibility and qualifications for a reduced or unreduced pension for all employees who occupy a position that the IUE-CWA/DOE represents, regardless of the employee's pension plan membership (Defined Benefit or Defined Contribution).

"Retire directly from the City" shall be defined as no lapse in last date of employment and first date of retirement eligibility whether on such date employee is active or inactive. (Inactive defined as approved leave of absence or terminal leave.)

Employees not eligible for health care upon retirement, shall be given the opportunity to purchase health care at the City's group rates.

If any change is made in the active employee's cost-sharing formula as described above, the City will give consideration to an identical change for existing retirees.

25. SHORT-TERM DISABILITY

Sickness: The employee is entitled to up to fifty-two (52) weeks of short-term disability coverage. There is an initial waiting period of 7 calendar days following the onset of an illness. During this 7 day period no benefits are paid. The 7 day waiting period counts towards the 52 weeks.

Off Duty Accident: There is no waiting period following an off duty accident. The employee is entitled to up to fifty-two (52) weeks of short-term disability payments.

The disability benefit will be 70% of wages to a maximum of $400 per week.

26. COST OF LIVING INCREMENT

Employees hired prior to July 1, 1980 shall continue to receive a ten cent (.10) per hour cost of living supplement in addition to their normal hourly rate of pay.

27. DEFERRED COMPENSATION RETIREMENT CONTRIBUTION

Under the policy for employees who have chosen the Deferred Compensation (also referred to as the Defined Contribution Plan) as their primary pension plan, the City matches employee contributions to a maximum of 6%.

28. TERMINAL LEAVE

For employees who retire on or after 7/1/94, or otherwise separate employment with the City after obtaining the necessary age and length of service as required for retirement, a permanent employee is eligible to take terminal leave prior to his/her retirement or separation date under the following conditions.

Terminal leave shall consist of a total of both an employee's unused sick leave and unused vacation time. Employees hired on or before 7/1/04, a maximum of 130 sick days, for those who retire with less than 25 years service, and 150 sick days for those who retire with 25 or more years service, can be added to the unused vacation time and converted to terminal leave.

Employees hired after 7/01/04 who obtain the necessary age and length of service will be eligible for terminal leave as follows:

Terminal leave shall consist of a total of both an employee's unused sick leave and unused vacation time.

a. maximum of 100 unused sick days can be added to the unused vacation time and

converted to terminal leave at the time of retirement.

b. Once terminal leave begins the employee ceases to earn vacation or sick leave credits and is no longer eligible for annual salary increases.

c. Once terminal leave begins, the employee can not return to active service unless approved by the City Manager. If a return to active service is approved, then the employee will be required to pay back all expended sick leave credits.

d. In order to qualify for terminal leave, an employee must request leave a minimum of 45 days prior to the employees retirement date unless waived by either the Civilian or Police Pension Committee.

29. **SAFETY SHOES, UNIFORM SHOES & UNIFORMS**

a. The City shall provide an annual cash allowance of up to $125.00 (receipt required) for replacement safety shoes to employees in classifications which require the wearing of safety shoes. In the classifications which required safety shoes, the wearing of proper safety shoes is a condition of employment. Persons who report to work without proper footwear will be sent home without pay. The City will set up an account for those employees who need assistance to pay for their safety shoes.

b. An annual allowance of $75.00 shall be provided to Communication Operators, Parking Enforcement Officers and Customer Service Representative I & II's.

c. Such allowance will be paid in the month of May each year to all active employees who were in the affected classification as of the first day of February, and who remain active and in the affected classification at the time of payment. The employee will provide a receipt (dated between February 1st and April 30th) to Payroll by April 30th.

d. Safety shoes may be purchased by an eligible employee through the supplier of his/her choosing. In the event of an on the job accident that results in the destruction of an employee's safety shoes, the City shall provide a replacement pair at its sole cost and expense.

e. The City shall provide uniforms to non-clerical employees who work in the following City divisions:

a)	Warehouse	g)	Grounds
b)	Water/Waste Water	h)	Facilities Management
c)	Streets	i)	Ordinance Enforcement
d)	Sanitation	j)	Field Service Reps I & II
e)	Fire Dispatchers	k)	Construction
f)	Communication Operators		

Uniforms shall be cleaned by the City. City shall choose color and style. Uniforms shall be mandatory and must be worn in a neat, clean manner.

f. All Communication Officers covered by the IUE shall receive an annual clothing allowance in the amount of $150 for the purchase of relaxed clothing in place of a full uniform. The relaxed uniform shall consist of City of Dover polo type shirt (issued by the City) and docker type pants, belt and brown or black shoes.

This allowance shall be paid semi-annually; $75 at the end of June, which is reimbursement for the first half of the calendar year and $75 at the beginning of January each year, which is reimbursement of the second half of the calendar year.

The Communication Operators shall be responsible for maintaining their uniforms in a proper manner, including repair, dry cleaning and laundering as required. They shall also be responsible for replacing any worn out or lost uniform items, as set forth above, so as to maintain a complete uniform at all times. Unserviceable uniform shirts will be replaced by the City of Dover.

30. CONTRACTING OUT

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

Except where an emergency situation (including natural and/or man-made disasters) exists, at least sixty (60) days before the City contracts out work, where such contracting out would result in the layoff of existing bargaining unit employees, the City will notify the Union and offer the Union an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such contracting out.

Such discussions may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off; provided the City's decision following such discussions shall be final and shall not be made the subject of grievance or unfair labor practice charge alleging a refusal to bargain under the Delaware Public Labor Relations Act, as amended.

31. JOB OPENINGS & PROMOTIONS

A. When the City determines to fill a vacancy or promotion within the bargaining unit, notice of such opening shall be posted on all City bulletin boards for seven (7) normal business days; and shall be provided to the Union in writing. The City may also advertise the position to the public simultaneously. Employees who are interested in being considered for the open position may submit an application to the Human Resources Department during the posting period. The posting will indicate the requirements and pay level of the open

position.

B. Factors that will be considered in the filling of job openings include skill, ability, education, experience and seniority. Preference for interviews will be given to current employees; however the City reserves the right to fill an open position with the person it considers the best qualified candidate.

C. Employees will receive adequate instruction and training in the new position, and will be regularly appraised of their progress, and what areas, if any, they need to improve upon.

D. An employee who fails to meet the job requirements within a reasonable period (not to exceed 90 calendar days) shall be reassigned to their previous classification and wage rate. In the event the former position has been filled, the employee may be placed in an open position, or the next available open position for which the employee is qualified.

E. Successful bidders shall be placed in the new position at the starting rate for the new position if it is above the employees existing rate of pay. If the starting rate for a higher paying position is below the employee's existing rate of pay, the employee will be placed at the Step closest to, but above the employee's existing rate of pay. In the event of a lateral move, the employee will maintain their existing rate of pay. In the event of a demotion or downward move, the employee may be placed on the Step scale in accordance with the employee's seniority. Downward bidding shall be allowed only at the City's discretion. In any event, an employee's change in wage progression shall commence from the date of actual transfer to the new position.

Furthermore, the City agrees that the employees who are awarded job bids to a higher classification, will be placed at the step closest to their present step of the newly awarded position but will granted an increase of no less than 5% .

32. **SENIORITY**

A. Seniority is defined as the length of continuous service with the City beginning with the most recent date of hire. An employee's seniority shall not be reduced by time spent on authorized leave of absence or layoff for less than twelve months.

B. All newly hired employees shall be considered probationary for the first six calendar months of employment, during which time they may be disciplined or discharged by the City without recourse to the grievance procedure herein. Upon completion of the probationary period, an employee shall be credited with seniority from the date of hire.

C. Seniority shall be lost for the following reasons:

1. Discharge for just cause
2. Resignation or Retirement
3. Layoff or Leave of Absence for more than 12 months
4. Failure to return to work on the date specified in a notice of recall

33. PERSONNEL FILES

An employee shall have the right to review his/her Personnel file at reasonable times upon request to the Human Resources Department. The City may require the employee to do so on his or her own time. The employee, who may request to be accompanied by a Union representative, will not be allowed to remove the file from the premises but may take notes and/or request copies of the file contents at the employee=s expense. If the employee disagrees with any information contained in his/her personnel file the employee may submit a written statement explaining his/her position. Such statement shall be maintained as part of the employee's file.

34. REDUCTION IN FORCE

In the event that it becomes necessary to layoff employees, the City shall notify the Local 88315 President of the reasons with at least two weeks notice prior to the layoff of non probationary employees. In reducing the number of employees in a classification within a department, qualifications and seniority shall govern.

A. The employee being laid off may not displace employees in other departments.

B. The City has the sole right to determine if a vacancy exists in any other classification and/or department, and whether or not the displaced employee could fulfill all job requirements of the vacancy after a reasonable trial period.

C. IUE-CWA will not oppose a reasonable transfer of an employee from the curtailed classification to another department or classification.

D. During the trial period the employee will be reviewed, counseled and instructed on their progress in the job.

E. Should the employee fail to meet the requirements of the job and be disqualified, he/she shall be reassigned to other classifications by step "B" above, or laid off.

F. The employee shall be paid within the range for the job to which transferred at the wage closest to their present wage.

G. When additional employees are needed in a classification, the regular

employees who have been laid off or transferred out of that classification within a one year period, due to the lack of work, shall be offered the jobs before they are filled by promotion or transfer of employees with less seniority, or by hiring of new employees. A notification shall be sent to them by registered mail to the latest mailing address supplied to the City, and copies of such notification shall be forwarded to the Local 88315 President. The City shall be notified within five working days after receipt of the notice by the former employee of their desire to accept the offer of the job and the former employee will start work not later than three weeks after receipt of the notice. Should the employee fail to respond or report, he/she will be dropped from the City employment rolls.

35. GRIEVANCE PROCEDURE

A grievance is defined as a disagreement or dispute between the City and an employee or the Union over the application, interpretation or meaning of this Agreement, and shall be acted upon in accordance with the procedure outlined below:

a) Processing Grievances

Grievances shall be presented during normal working hours; however, no meeting or discussion shall exceed one hour in duration, unless otherwise agreed between the parties. An employee may request his/her Steward be present at the initiation of a grievance at Step 1. A Union Representative shall be present at meetings in Step 2 and above. An International Union Representative may be present at any Step of the grievance procedure after Step 1.

Grievances of a policy nature or which effect all similarly situated employees may be submitted directly to Step 3. A grievance of a discharge shall commence at Step 3.

Step 1 - An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee knows, or through the use of reasonable diligence, should have known, of the event giving rise to the grievance. The Supervisor shall review the grievance and render a response within seven (7) calendar days of the initial discussion.

Step 2 - If the grievance is not settled at Step 1, it may be referred in writing to the Department Head within seven (7) calendar days after the receipt of the Supervisor's response at Step 1. The Department Head shall review the grievance and decide to hold a meeting or render a written decision with no meeting. The written decision should be completed within seven (7) days of the meeting, if held, or within seven (7) days after receipt of the written grievance.

Step 3 - If the grievance is not settled at Step 2, it may be referred in writing to the Human Resources Director within seven (7) calendar days after the receipt of the Department Head's written answer in Step 2. The Human Resources Director shall review the grievance and decide to hold a meeting or render a written decision with no meeting. The written decision should be completed within seven (7) days of the meeting, if held, or within seven (7) days after receipt of the written grievance.

Step 4 - If the grievance is not settled at Step 3, it may be referred to the City Manager and/or a designated representative within seven (7) calendar days after the receipt of the Human Resources Director's written answer in Step 3. The City Manager or designated representative shall review the grievance and render a written decision within seven (7) days.

Step 5 - If the Union is dissatisfied with the City Manager's decision, it may submit the grievance to the FMCS within 30 calendar days of the completion of Step 4. A grievance submitted to the FMCS shall be processed in accordance with the rules and regulations of the FMCS. The arbitrator shall have no power to add to, subtract from or otherwise modify the express written terms of the agreement.

Each party shall be responsible for any and all of its costs which it incurs as a result of participating in any FMCS proceeding, including all costs of witnesses, attorneys or other persons who may attend the proceeding. The cost of the arbitrator will be split by the parties.

The decision of the arbitrator, in a matter concerning contractual interpretation, shall be final and binding on the parties. In matters concerning grievances of a Personnel/disciplinary nature the arbitrator's decision shall not be final nor binding. In the event such a decision does not resolve the dispute, it is understood that the aggrieved party shall have the right to submit the dispute to a court of competent jurisdiction.

b) **Time Limits for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee knows or through the exercise of reasonable diligence should have known of the occurrence of the event giving rise to the grievance. If the grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not provide a written response to the grievance or appeal thereof within the specified time limits, the grievant and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.

The time limits at any step may be extended by the mutual written agreement of the parties involved at that particular step, which consent shall not be unreasonably withheld.

36. STRIKE CLAUSE

It is agreed that during the term of this agreement neither the IUE-CWA/DOE, its officers or its members shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation or distribution, and there shall be no lockout of employees by the City.

Any employee participating in the foregoing practices will be subject to discipline; the discipline may include discharge.

37. DUES DEDUCTION

A. The City agrees to make payroll deductions of Union dues and initiation fees, if any, for employees of the bargaining unit who provide written authorization for the City to do so. The amount of such deductions shall be furnished in writing to the Human Resources Director and shall be in uniform amounts. The Union will notify the Human Resources Director at least thirty days in advance of any change in the amount of such deductions.

B. Employees hired after July 1, 1997, shall, as a condition of employment, on and after the thirty-first (31st) day of employment or within thirty days of the signing of this Agreement, either become a member of the Union or pay a fair share fee for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall not exceed eighty-five percent (85%) of the normal membership dues; and will be deducted by the City and remitted to the Local Union with the same frequency and in the same fashion as normal dues payments.

C. Employees may revoke their dues authorization during the month of June of each calendar year by submitting a written request to the Human Resources Director and the Local Union President. Such employee shall than be subject to the fair share provisions contained in this Article.

D. The City recognizes that it is within the proper authority of the Union to establish dues and fair share/service fee amounts. The Union agrees to assume full responsibility for compliance with the requirements laid down by the U.S. Supreme Court with respect to the rights of service fee payers; including the IUE-CWA Service Fee Payer Objection Plan, as approved by the U.S. Department of Labor.

E. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

F. The City shall forward to the Local Union Treasurer such dues and fair share fees, along with a list of employees for whom such deductions were made, by the seventh (7th) day of each calendar month following the month of deduction.

38. FUNDING

No collective bargaining agreement shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending, or budget or would substantially impair or limit the performance of any statutory duty by the public employer or would otherwise be contrary to law. A collective bargaining agreement may provide for benefits conditional upon specified funds to be obtained by the public employer, but the agreement shall provide either for automatic reduction of such conditional benefits or for additional bargaining if the funds are not obtained or if a lesser amount is obtained.

39. FAILURE IN PERFORMANCE OF DUTIES

Disciplinary Actions shall be as provided in the employee handbook dated July, 2004 except as modified herein.

An employee whose work is unsatisfactory over a period of time shall be notified by the supervisor in what way the employee's work is deficient and what must be done if the work is to be satisfactory.

An employee whose work is unsatisfactory shall normally receive at least two warnings before the first disciplinary step of suspension, demotion or dismissal. First, one or more oral warnings must be issued by the employee's supervisor, and second, a written warning must be issued by the Department Head; serving notice upon the employee that corrected performance must take place immediately in order to avoid disciplinary action.

The supervisor and department head must record the dates of their discussions with the employee along with the performance deficiencies noted and the corrective action recommended. The information must be entered in the employee's personnel folder. After a period of 48 months the previous oral and written warnings become in-valid.

An employee has the right to have his/her Union representative present during the issuance of formal disciplinary actions. It is the employee's responsibility to request the presence of his/her representative. The employee has a right to copies of any disciplinary notices which are placed in his/her personnel file.

40. ZIPPER CLAUSE

Both parties had the opportunity to raise issues during the course of negotiations. If an agreement was reached on those issues, it is reflected herein and the parties are obligated to abide by the terms of this Agreement. The terms of this Agreement may not be altered or changed without the mutual consent of the parties.

41. TERMINATION OF AGREEMENT

This agreement shall be effective as of the date of signing and shall remain in full force and effect until the 30th day of June 2010, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 150 days prior to the anniversary date that it desires to modify or terminate this agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days following the date of the notice.

If negotiations are not concluded as of June 30, 2010, the provisions of this agreement shall remain in full force and effect until negotiations are completed and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination not withstanding.

42. NOTICES BETWEEN IUE-CWA/DOE AND THE CITY

Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated unless otherwise notified in writing and receipt acknowledged by the signature of the recipient or other responsible person in recipient's office.

Notices to IUE-CWA/DOE shall be addressed to:

IUE-CWA-AFL-CIO-CLC Local Union #88315 -
DOVER ORGANIZATION OF EMPLOYEES
P.O. Box 1011
Dover, DE 19903-1011

Notices to the City shall be addressed to:

Human Resources Director
City of Dover
P.O. Box 475
Dover, Delaware 19903-0475

43. SEVERABILITY CLAUSE

In the event that any provision of this agreement is invalid or unenforceable, the remainder of the agreement shall not be affected thereby and all other provisions of this

agreement as are valid shall be fully enforceable.

44. PRECEDENCE OF AGREEMENT

In the event of a conflict between a provision of this agreement and any rule, regulation or ordinance of the City insofar as said rule, regulation or ordinance affects the employees covered by this agreement, the provisions of this agreement will control and the City will take whatever legislative action is necessary to accomplish same. It is understood that from time to time the City may have to adopt ordinances in order to comply with State and/or Federal mandates. In the event of a conflict in relationship to this agreement and said rules, regulations or ordinances, the parties will work together in an expeditious fashion to resolve said conflict.

agreement as are valid shall be fully enforceable.

44. **PRECEDENCE OF AGREEMENT**

In the event of a conflict between a provision of this agreement and any rule, regulation or ordinance of the City insofar as said rule, regulation or ordinance affects the employees covered by this agreement, the provisions of this agreement will control and the City will take whatever legislative action is necessary to accomplish same. It is understood that from time to time the City may have to adopt ordinances in order to comply with State and/or Federal mandates. In the event of a conflict in relationship to this agreement and said rules, regulations or ordinances, the parties will work together in an expeditious fashion to resolve said conflict.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands and seals the day and year aforesaid.

CITY OF DOVER

BY: _____
FRANK E. SZYJKA

BY: _____
TERESA TIEMAN

BY: _____
SCOTT D. KOENIG

BY: _____
RON LUNT

BY: _____
KIM HAWKINS

IUE-CWA-AFL-CIO-CLC Local Union #88315 -
DOVER ORGANIZATION OF EMPLOYEES

BY: _____
PETER WICKERSTY

BY: _____
HARLEN OMAN

BY: _____
WILBUR MYERS

BY: _____
DAVE MORGAN SR.

BY: _____
LINDA SHERMAN

BY: _____
KENNETH CLENDANIEL

BY: _____
ETHEL LEWIS

DATE: _____

APPENDIX A
JOB TITLE/GRADES ASSIGNMENTS

JOB TITLE	GRADE
CLERICAL/FINANCE	
ACCOUNT CLERK I	12
ACCOUNT CLERK II	14
COMPUTER OPERATOR	15
CUSTOMER SERVICE CLERK I	12
CUSTOMER SERVICE CLERK II	14
FIELD SERVICE REP I	12
FIELD SERVICE REP II	14
KEY PUNCH OPERATOR	12
OFFICE ASSISTANT I	8
OFFICE ASSISTANT II	12
RECEPTIONIST	7
SECRETARY I	10
SECRETARY II	13
LIBRARY	
LIBRARY ASSISTANT	14
LIBRARY CLERK I	12
LIBRARY CLERK II	13
LIBRARY PAGE	7
INSPECTIONS/PLANNING	
INSPECTOR I	17
INSPECTOR II	20
INSPECTOR AIDE	7
PLANNING TECHNICIAN	12
POLICE	
ANIMAL CONTROL OFFICER	11
COMMUNICATION OPERATOR	17
PARKING ENFORCEMENT OFFICER	11
POLICE CLERK I	9
POLICE CLERK II	13
FIRE	
FIRE DISPATCHER	17
WAREHOUSE/PURCHASING	
COURIER	12
INVENTORY CLERK	15
MATERIAL EXPEDITURE	17
STOREKEEPER I	12
STOREKEEPER II	14
VEHICLE MAINTENANCE	
MECHANIC HELPER	12
MECHANIC I	15
MECHANIC II	19

JOB TITLE	GRADE
LABOR, TRADES AND TRANSPORTATION	
CAD TECHNICIAN	23
CONSTRUCTION INSPECTOR	21
PW INSPECTOR	20
BUILDING MAINTENANCE	
BUILDING MAINTENANCE CRAFTSPERSON I	15
BUILDING MAINTENANCE CRAFTSPERSON II	19
BUILDING MAINTENANCE UTILITY TECH	17
CUSTODIAN I	10
CUSTODIAN II	12
GROUNDS MAINTENANCE	
ARBORIST	16
CREW LEADER	17
LABORER I	7
LABORER II	12
LEAD LABORER	15
MEO I	11
MEO II	13
NURSERYPERSON I	13
NURSERYPERSON II	15
SMALL ENGINE MECHANIC	13
SANITATION/STREETS/CONSTRUCTION/ WATER/WASTEWATER	
CREW LEADER	17
HEAVY EQUIPMENT OPERATOR I	15
HEAVY EQUIPMENT OPERATOR II	19
LABORER I	7
LABORER II	12
LEAD LABORER	15
MEO I	11
MEO II	13
MEO III	15
SIGN/STREET PAINTER	13
UTILITY CONSTRUCTION WORKER	14
UTILITY CONSTRUCTION CREW LEADER	20
UTILITY LOCATOR I	14
UTILITY LOCATOR II	16
UTILITY MAINTENANCE MECHANIC I	15
UTILITY MAINTANENCE MECHANIC II	19
WATER SERVICE PERSON	14
WATER TREATMENT PLANT OPERATOR I	15
WATER TREATMENT PLANT OPERATOR II	19

Appendix B
IUE Wage Scale

103.50%

July 1, 2007 - June 30, 2008

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
7	10.03	10.38	10.69	11.01	11.34	11.67	12.03	12.39	12.76	13.14
8	10.42	10.78	11.12	11.45	11.79	12.14	12.50	12.89	13.27	13.67
9	10.86	11.24	11.57	11.92	12.28	12.65	13.03	13.41	13.82	14.23
10	11.31	11.71	12.06	12.42	12.79	13.18	13.57	13.97	14.40	14.83
11	11.80	12.21	12.59	12.96	13.35	13.76	14.16	14.58	15.03	15.47
12	12.28	12.71	13.09	13.49	13.89	14.30	14.74	15.17	15.63	16.10
13	12.81	13.26	13.66	14.07	14.49	14.92	15.37	15.84	16.31	16.80
14	13.37	13.84	14.25	14.68	15.12	15.58	16.04	16.52	17.02	17.53
15	13.96	14.45	14.88	15.33	15.79	16.26	16.75	17.25	17.77	18.31
16	14.56	15.07	15.53	15.99	16.47	16.96	17.47	18.00	18.54	19.10
17	15.19	15.72	16.20	16.68	17.18	17.70	18.23	18.77	19.33	19.91
18	15.87	16.43	16.92	17.43	17.95	18.49	19.04	19.61	20.20	20.80
19	16.63	17.21	17.73	18.27	18.82	19.38	19.95	20.56	21.18	21.81
20	17.46	18.07	18.61	19.17	19.74	20.34	20.95	21.57	22.22	22.88
21	18.30	18.94	19.51	20.09	20.69	21.31	21.95	22.61	23.29	23.99
22	19.19	19.86	20.45	21.06	21.69	22.35	23.02	23.71	24.43	25.15
23	20.11	20.81	21.45	22.09	22.75	23.43	24.14	24.86	25.61	26.37
24	21.09	21.83	22.48	23.15	23.85	24.57	25.31	26.06	26.85	27.64

Appendix B
IUE Wage Scale

103.50%

July 1, 2008 - June 30, 2009

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
7	10.03	10.38	10.74	11.07	11.40	11.74	12.08	12.45	12.82	13.21	13.60
8	10.42	10.78	11.16	11.50	11.85	12.20	12.57	12.94	13.34	13.73	14.15
9	10.86	11.24	11.63	11.98	12.34	12.70	13.09	13.49	13.88	14.30	14.73
10	11.31	11.71	12.12	12.48	12.85	13.24	13.64	14.04	14.46	14.90	15.35
11	11.80	12.21	12.64	13.03	13.41	13.82	14.24	14.65	15.09	15.55	16.01
12	12.28	12.71	13.15	13.55	13.96	14.38	14.80	15.25	15.70	16.18	16.67
13	12.81	13.26	13.72	14.14	14.56	15.00	15.45	15.91	16.39	16.88	17.39
14	13.37	13.84	14.32	14.75	15.19	15.65	16.12	16.60	17.10	17.61	18.15
15	13.96	14.45	14.95	15.40	15.86	16.35	16.83	17.33	17.86	18.39	18.95
16	14.56	15.07	15.60	16.07	16.55	17.04	17.56	18.08	18.63	19.19	19.76
17	15.19	15.72	16.27	16.76	17.27	17.78	18.32	18.86	19.43	20.01	20.61
18	15.87	16.43	17.00	17.51	18.04	18.58	19.13	19.71	20.30	20.91	21.53
19	16.63	17.21	17.81	18.35	18.91	19.47	20.05	20.65	21.27	21.92	22.57
20	17.46	18.07	18.70	19.26	19.84	20.43	21.05	21.68	22.32	23.00	23.68
21	18.30	18.94	19.60	20.19	20.79	21.41	22.06	22.72	23.41	24.10	24.83
22	19.19	19.86	20.56	21.17	21.80	22.45	23.13	23.82	24.54	25.28	26.03
23	20.11	20.81	21.54	22.20	22.86	23.55	24.25	24.98	25.73	26.50	27.29
24	21.09	21.83	22.59	23.27	23.96	24.68	25.43	26.19	26.97	27.79	28.61

Appendix B

103.50%

July 1, 2009 - June 30, 2010

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L
7	10.03	10.38	10.74	11.12	11.45	11.80	12.15	12.51	12.88	13.27	13.67	14.08
8	10.42	10.78	11.16	11.55	11.91	12.26	12.63	13.01	13.39	13.80	14.21	14.65
9	10.86	11.24	11.63	12.04	12.40	12.77	13.15	13.55	13.96	14.37	14.80	15.24
10	11.31	11.71	12.12	12.54	12.92	13.30	13.70	14.11	14.54	14.97	15.42	15.89
11	11.80	12.21	12.64	13.08	13.48	13.88	14.30	14.73	15.17	15.62	16.10	16.58
12	12.28	12.71	13.15	13.62	14.03	14.45	14.88	15.32	15.79	16.25	16.74	17.25
13	12.81	13.26	13.72	14.20	14.64	15.07	15.52	15.99	16.46	16.96	17.47	17.99
14	13.37	13.84	14.32	14.82	15.27	15.72	16.20	16.69	17.19	17.70	18.23	18.78
15	13.96	14.45	14.95	15.48	15.94	16.42	16.92	17.42	17.94	18.48	19.04	19.61
16	14.56	15.07	15.60	16.14	16.63	17.13	17.64	18.17	18.72	19.28	19.86	20.46
17	15.19	15.72	16.27	16.84	17.35	17.87	18.40	18.96	19.52	20.11	20.71	21.33
18	15.87	16.43	17.00	17.60	18.13	18.67	19.23	19.80	20.40	21.01	21.64	22.29
19	16.63	17.21	17.81	18.44	18.99	19.57	20.16	20.76	21.38	22.02	22.68	23.36
20	17.46	18.07	18.70	19.36	19.93	20.53	21.14	21.79	22.44	23.11	23.80	24.51
21	18.30	18.94	19.60	20.29	20.90	21.52	22.16	22.83	23.52	24.23	24.95	25.70
22	19.19	19.86	20.56	21.28	21.91	22.56	23.24	23.94	24.66	25.40	26.17	26.94
23	20.11	20.81	21.54	22.30	22.97	23.66	24.37	25.10	25.86	26.63	27.43	28.25
24	21.09	21.83	22.59	23.38	24.08	24.80	25.54	26.32	27.11	27.92	28.76	29.61

APPENDIX C

DIVISION 7. GENERAL EMPLOYEE PENSION PLAN*

*__Charter references:__ Authority of city to establish pension plans, subpart A.

Subdivision I. In General

Sec. 2-321. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accumulated contributions means the aggregate contributions made by a member under the plan, with interest thereon at the rate of five percent per annum, compounded annually from the last day of the plan year in which such contribution was made to the earlier of the date of commencement of retirement income or the date on which contributions are payable pursuant to the provisions of the plan.

Continuous service means regularly employed without interruption, except for allowable interruptions aggregating not over five years. Allowable interruptions shall include:

(1) Leaves of absence granted to employees for illness, research, travel, training or study;

(2) Employment in an office to which the employee had been elected by popular vote at a regular city election;

(3) Involuntary severance which shall include a required leave of absence on account of maternity, and the employee returns to active employment at the end of that leave of absence.

To the extent required by federal law, if an employee leaves the employ of the city to enter the military service of the United States and, upon his discharge from service, is reemployed by the city at a time when his reemployment rights are protected by federal law, the employee shall be considered to have been employed by the city during his period of military service and shall be credited with continuous service which he would have been credited with as an employee of the city but for his military service. The period for which disability pension benefits shall have been paid shall be considered as an allowable interruption which is permitted in addition to the allowable interruptions aggregating not over five years in determining subsequent eligibility for retirement benefits under the terms of this division.

Deferred compensation plan means the plan defined in division 8 of this article.

Eligible employee means any person regularly employed in rendering service to the city on a full-time, permanent basis, who is not participating in any other retirement plan to which the city contributes for them, and whose compensation is paid directly by the city. An employee will be considered a full-time employee if he regularly works 37 1/2 or more hours each week.

Group annuity contract means the group annuity contract entered into between an insurance company and the pension board of trustees.

Participant means any eligible employee of the city who has met all of the requirements for participation in the pension plan as defined in this section and who has satisfied all of the conditions and requirements set forth in this division.

Pension board means the pension board of trustees.

Pension plan and *plan* mean the city's general employee pension plan.

Plan year means the period of one year, commencing on any July 1 and ending immediately prior to the following July 1.

Retired participant means a participant of the plan who has terminated service and is eligible to receive retirement income under this division.

(Code 1968, § 2-87; Ord. of 1-12-1970; Code 1981, § 2-176; Ord. of 7-11-1983; Ord. of 7-26-1993, § 1; Ord. of 4-25-1994; Ord. of 5-22-2000)

Sec. 2-322. Established; purpose.

(a) *Generally.* There is hereby established the city employee pension plan. The purpose of the plan is to establish the terms and conditions under which retirement and disability benefits and other benefits shall be provided to eligible employees of the city. The benefits under the plan shall be in addition to amounts received as social security benefits or from any other pension plan.

(b) *For employee exclusively.* This plan is created for the exclusive benefit of the employees of the city and shall be interpreted in a manner consistent with it being an employee's trust, as defined in section 401(a) of the Internal Revenue Code (26 USC 401(a)). Therefore, under no circumstances shall any funds contributed to this plan or any assets of the plan or trust ever revert to or be used or enjoyed by the city, nor shall any such funds or assets ever be used other than for the benefits of the employees of the city and their beneficiaries, prior to the satisfaction of all liabilities under this plan to the employees.

(Code 1968, § 2-88; Ord. of 1-12-1970; Code 1981, § 2-177; Ord. of 7-26-1993, § 2)

Sec. 2-323. Eligibility of participant.

Each eligible employee not drawing any retirement benefits from the mayor and city council as of January 1, 1967, shall, upon compliance with the provisions of this division, become a pension plan participant under this division, commencing on July 1, 1967, or at any subsequent time immediately upon his employment.

(Code 1968, § 2-97; Ord. of 1-12-1970; Code 1981, § 2-178; Ord. of 6-8-1987)

Sec. 2-324. Participation mandatory; exceptions.

The pension plan shall not be construed to give any employee the right to be retained in the employ of the city. All new employees hired after July 1, 1991, shall be required, as a condition of employment, to join the plan or the deferred compensation plan and to remain members of either plan thereafter unless they shall leave the employment of the city, retire or pass away.

(Code 1968, § 2-97; Ord. of 1-12-1970; Code 1981, § 2-179; Ord. of 5-28-1991; Ord. of 5-22-2000)

Sec. 2-325. Defraudment.

It shall be unlawful for any person to knowingly make any false statement or falsify, or permit to be falsified, any record of the pension plan in an attempt to defraud the plan.

(Code 1968, § 2-98; Ord. of 1-12-1970; Code 1981, § 2-180)

Sec. 2-326. Normal retirement.

The normal retirement date for each participant shall be the first day of the month following the attainment of the age of 65 years, provided that he has completed ten years of continuous service.

(Code 1968, § 2-99; Ord. of 1-12-1970; Code 1981, § 2-181; Ord. of 6-24-1996)

Sec. 2-327. Early retirement.

(a) *Reduced benefits.* A participant who has completed ten years of continuous service and who has attained the age of 55 years may retire at any time within the ten years preceding his normal retirement date; provided, however, that

his retirement benefits shall be computed at a reduced rate of one-half percent for each month computed from the date of early retirement to age 65 years.
(b) *Unreduced benefits.*
(1) *Hired May 1, 1994, or later.* For eligible employees hired on or after May 1, 1994, a participant who has attained the age of 55 years, and whose attained age plus years of continuous service is equal to or greater than 80, may retire at any time prior to his normal retirement date with no reduction in retirement benefits.
(2) *Hired before May 1, 1994.* For eligible employees hired before May 1, 1994, a participant who has completed 25 years of continuous service, or has attained the age of 50 years and completed 20 years of continuous service may retire at any time prior to his normal retirement date with no reduction in retirement benefits.
(Code 1968, § 2-100; Ord. of 1-12-1970; Code 1981, § 2-182; Ord. of 10-12-1982, § 1; Ord. of 4-25-1994)

Sec. 2-328. Later retirement.
If a participant works beyond his normal retirement date, the payment of the participant's retirement benefits shall be deferred and shall commence on the first day of the month following his actual retirement.
(Code 1968, § 2-101; Ord. of 1-12-1970; Code 1981, § 2-183; Ord. of 7-26-1993, § 3)

Sec. 2-329. Forced retirement with pension.
The pension board of trustees, upon recommendation of the city council or the city manager, may require retirement in any case where deemed necessary due to the lack of work or inability of the employee to perform with a satisfactory degree of efficiency, provided that the employee qualifies for either normal retirement pursuant to section 2-326, or early retirement pursuant to section 2-327. The employee shall then be entitled to receive, commencing on the first day of the month coinciding with or next following his date of retirement, pension benefits equal to the benefits computed in accordance with the provisions of section 2-330 on the basis of the employee's service completed prior to actual retirement.
(Code 1968, § 2-102; Ord. of 1-12-1970; Code 1981, § 2-184)

Sec. 2-330. Amount of retirement benefits.
(a) *Retirement January 1, 1995, or later.* The amount of retirement benefits payable to a participant who retires on or after January 1, 1995, shall be computed on the basis of one-fiftieth of his average actual monthly earnings multiplied by the total number of years of continuous service. Average actual monthly earnings shall be a participant's base pay plus scheduled overtime, payment for being on-call, except those hours reported for being called out, and any retroactive pay corrections which involve any one of the mentioned payments during any period of 36 consecutive months in his final ten years of continuous service, which results in the highest average monthly earnings. In no instance shall actual monthly earnings be less than $150.00.
(b) *Retirement prior to July 1, 1967.* To each retired employee receiving retirement benefits from the mayor and city council prior to July 1, 1967, there shall be payable under this division the same retirement benefits that existed prior to July 1, 1967, except that there shall be no deductions from retirement benefits under this division for any payments received by the retired employee under any state or federal social security program.
(Code 1968, § 2-103; Ord. of 1-12-1970; Code 1981, § 2-185; Ord. of 10-12-1982, § 2; Ord. of 7-26-1993, § 4; Ord. of 4-25-1994; Ord. of 5-22-2000; Ord. of 7-10-2000)

Sec. 2-331. Form of benefits.
(a) *Normal form.* Payments of benefits in the normal form shall commence on the first day of the month for which the benefit is for, if the participant is then living, and shall be pro rated and paid on the first day of the month of the participant's actual retirement date. Payments of benefits shall be payable monthly thereafter during his lifetime, and terminating with the last payment on the first day of the month of the death of the participant.
(b) *Death of participant, etc.* Upon the death of a participant who has retired, or who is eligible to be retired under any of the provisions of this division, payment shall be made to his eligible survivors in the amount of 50 percent of the monthly payments to which the participant was or would have been entitled. Upon the death of a participant who has completed a minimum of 20 years of service but is not yet eligible to retire because of age, payment shall be

made to his eligible survivors in the amount of 50 percent of the monthly payment that would have resulted by using his service time; however, the benefit is to be computed at a reduced rate of one-half percent for each month the participant was under the correct age for normal retirement. In no instance shall actual monthly payments be less than $200.00, to be effective July 1, 2000. Upon the death of both the participant and eligible survivor, if the benefit payments received in aggregate are less than the member's contributions, the balance of the member's contributions, plus interest, will be paid to the surviving beneficiary designated or his estate if no designation has been made and submitted to the pension board. The amount of benefit payments received and the amount of the member's contributions shall be determined from the record of the pension board of trustees. Interest will be paid at the Federal Reserve discount rate on the date of death, plus three percent.

(c) *Eligible survivor.* An eligible survivor shall be one of the following in the order of preference listed:

(1) *Spouse.* The participant's spouse who was married to the participant for at least one year and who was not domiciled apart from the participant at the date of his death;

(2) *Children.* The surviving children of the participant, who have not attained their 18th birthday.

(d) *Commencement of payment.* Benefits payable to eligible survivors shall commence on the first day of the month following the date of the participant's death.

(e) *Benefits payable.* Benefits payable to eligible survivors shall cease:

(1) *Spouse.* With respect to an eligible survivor who is a spouse, with the payment due for the month in which their remarriage or death shall occur, whichever occurs first.

(2) *Children.* With respect to an eligible survivor who is a child(ren), with the payment due for the month in which his 18th birthday or death shall occur, whichever shall occur first.

(f) *Eligibility for benefits.* The eligibility of any person or persons to receive payment of benefits as an eligible survivor shall be determined conclusively by the pension board based on application of such person or persons and any other information which the pension board deems to be appropriate.

(Code 1968, § 2-104; Ord. of 1-12-1970; Code 1981, § 2-186; Ord. of 6-8-1987; Ord. of 7-26-1993, § 5; Ord. of 4-25-1994; Ord. of 12-11-1995; Ord. of 4-14-1997; Ord. of 5-22-2000; Ord. of 7-10-2000; Ord. of 3-12-2001; Ord. of 5-12-2003)

Sec. 2-332. Early retirement due to permanent disability.

Any employee who, at the time of the effective date of the ordinance from which this division is derived, has completed ten years of continuous service, or any employee who, after completing years of continuous service, shall be injured or whose health shall become permanently impaired to such an extent as to render him totally and permanently disabled, shall be retired upon application and approval of the pension board of trustees.

(Code 1968, § 2-105; Ord. of 1-12-1970; Code 1981, § 2-187)

Sec. 2-333. Total and permanent disability.

(a) *Definition.* As used in this division, a participant shall be deemed to be "totally and permanently disabled" when the pension board of trustees, on the basis of a medical examination by a physician or physicians selected by the pension board of trustees, finds the employee:

(1) *Work generally.* To be totally and permanently prevented from engaging in any occupation or employment for remuneration or profit as a result of bodily or mental injury or disease, whether occupational or nonoccupational in cause; or

(2) *Employment.* To be totally and permanently prevented from continuing in his capacity as an employee as a result of bodily or mental injury or disease, whether occupational or nonoccupational in cause.

(b) *Exclusions.* Total and permanent disability, within the terms of this division, shall exclude disability resulting from or consisting of chronic alcoholism, addition to narcotics, engaging in a felonious criminal act for which he is found guilty, or a willful effort on his part to bring about the injury or illness to himself or any other person or service in the armed forces of any foreign country.

(Code 1968, § 2-107; Ord. of 1-12-1970; Code 1981, § 2-188; Ord. of 5-22-2000)

Sec. 2-334. Commencement of disability benefits.

(a) *Removed from payroll.* A participant who files for a disability pension shall not work and be kept on the active payroll and receive credited service from the inception of the disability to the end of the first full calendar month following the date of application.
(b) *Change in compensation; leave.* During the application period above, the participant's compensation shall not be increased, and no vacation time or sick leave shall be debited or credited to the participant.
(c) *Commencement of benefits.* The eligibility for payment of disability benefits under this division shall commence, if approved, on the first day of the month following the application period set forth in subsection (a) of this section. The participant shall receive a lump sum payment for accumulative vacation time and sick leave as provided for in the city personnel policy.
(d) *Disapproved time away charged.* Should the participant not have the application approved, the time away from work during the application period shall be charged against any accumulated sick leave or vacation time.
(Code 1968, § 2-107; Ord. of 1-12-1970; Code 1981, § 2-189; Ord. of 8-10-1987)

Sec. 2-335. Termination of employment.
(a) *Forfeiture of participation.* Any participant whose employment is terminated prior to the date he becomes eligible for retirement benefits and is not reemployed by the city within five years shall forfeit his status as a participant in the pension plan and all accumulated credit for continuous service.
(b) *Exception.* Subsection (a) of this section shall not apply to those persons receiving disability pension benefits under this division.
(c) *Ten years' service.* Any participant with a minimum of ten years of continuous service and whose employment is terminated prior to the date he becomes eligible for retirement benefits under section 2-326, 2-327, 2-328 or 2-332, upon attaining the age of 65 years, shall be eligible for retirement benefits under the provisions of section 2-330, upon application to the pension board of trustees. The form of the benefit will be based on the formula which was in effect at the time of termination.
(d) *Terminated less than five years.* Any participant whose employment had been terminated for less than five years, as detailed in subsection (a) of this section, may apply to have their previous service credits restored, provided they meet the new service requirements, and if they have withdrawn their contributions, they repay them with interest at a rate equal to the investment return assumption used in the most recent actuarial analysis. A returning employee must make an election to return previously refunded amounts, plus calculated interest, within 30 days. Contributions will be reimbursed based on the gross amount received. The new service requirements are as follows:
(1) Participants reemployed by the city within 90 calendar days of termination shall have their prior service credits immediately restored.
(2) Participants with less than 20 years of service must first be reemployed for five continuous years prior to applying for past service credits.
(3) Participants with previous service of more than 20 years must be reemployed for a period of two continuous years prior to applying for past service credits.
(e) *Request for refund.* When an employee leaves the employment of the city and is entitled to withdraw his contributions, then he shall submit a written notarized request for a refund of these contributions before payment shall be made.
(Code 1968, § 2-108; Ord. of 1-12-1970; Code 1981, § 2-190; Ord. of 10-12-1982, § 3; Ord. of 11-28-1988; Ord. of 7-26-1993, § 6; Ord. of 4-25-1994; Ord. of 4-14-1997; Ord. of 7-10-2000; Ord. of 5-12-2003)

Sec. 2-336. Cessation of disability pension benefits.
(a) A participant shall cease to qualify for disability pension benefits:
(1) *Recovered.* At the time that a pension board of trustees determines, on the basis of a medical examination by a physician or physicians selected by the pension board, that a participant is no longer totally and permanently disabled or has sufficiently recovered, but refuses to resume his regular occupation as an employee or to be reemployed by the city in some other position for which he is suited or which is appropriate to his training and experience;
(2) *Refuses examination.* When the participant refuses to undergo a medical examination requested by the pension board of trustees; or

(3) *Age 65 years.* On the first day of the month coinciding with or next following the participant's 65th birthday.
(b) Upon the occurrence of the earliest of the above events, disability pension benefits shall cease, except that, if the event of subsection (a)(3) of this section occurs, payment of the normal retirement benefits shall commence on that date, in the same amount as the disability pension benefits.
(Code 1968, § 2-109; Ord. of 1-12-1970; Code 1981, § 2-191)

Sec. 2-337. Effect of state workers' compensation on disability benefits.
Any disability pension benefits received by a participant under the terms of this division as the result of an injury or illness compensable under the workers' compensation laws of the state shall be reduced by the amount of the workers' compensation payments actually received by the participant.
(Code 1968, § 2-110; Ord. of 1-12-1970; Code 1981, § 2-192)

Sec. 2-338. Benefits to cease upon reemployment; exceptions.
Any employee of the city who is receiving, or who shall receive, benefits under this division, and who is thereafter reemployed by the city or appointed to any position by the mayor or council bearing remuneration, shall cease to draw benefits during the period of reemployment. Upon termination of the reemployment, the benefits shall be restored. The provisions of this section shall not apply to any employee who receives remuneration as a result of being elected or appointed to an elective or appointed office in the city, nor to any employee reemployed by the city in a temporary capacity, so long as city earnings do not result in a reduction of the Social Security benefits actually received by the employee because the employee exceeded the earnings limit defined by Social Security for benefit reduction for postretirement earnings.
(Code 1968, § 2-111; Ord. of 1-12-1970; Code 1981, § 2-193; Ord. of 8-27-1990; Ord. of 4-25-1994; Ord. of 6-11-2007)

Sec. 2-339. Benefit assignment, transfer, etc.
No participant or beneficiary under the plan shall assign, transfer, hypothecate, encumber, commute or anticipate any interest he may have in payments, funds or contracts under this plan. No interest shall in any way be subject to any legal process, levy of execution, attachment or garnishment proceedings for the payment of any claim against the participant or any beneficiary under the plan, nor shall any such interest be subject to the jurisdiction of any bankruptcy court or insolvency proceedings.
(Code 1968, § 2-112; Ord. of 1-12-1970; Code 1981, § 2-194)

Sec. 2-340. Correction of payment errors.
Should any change or error in the records result in any member or beneficiary receiving from the plan more or less than he would have been entitled to receive had the records been correct, the pension board of trustees shall have the power to correct the error, and as far as practicable and just, to adjust the payments in a manner that the equivalent of the benefit to which the member or beneficiary was correctly entitled shall be paid.
(Code 1968, § 2-113; Ord. of 1-12-1970; Code 1981, § 2-195)

Sec. 2-341. Contributions.
(a) *Payroll deductions*
(1) *Amount.* For each year, while a participant of the plan, a participant shall contribute, by payroll deductions, an amount equal to 3 1/2 percent of his average actual monthly earnings as described in section 2-330 (effective May 1, 1994).
(2) *Employer contributions.* The city, pursuant to the provisions of section 414(h)(2) of the United States Internal Revenue Code (26 USC 414(h)(2)), shall pick up and pay the contributions which would otherwise be payable by the employee under this section. The contributions so picked up shall be treated as employer contributions for purposes of determining the amounts of federal income taxes to be withheld from the employee's compensation.
(3) *Employee contributions picked up by city.* Employee contributions picked up by the city shall be paid from the same source of funds used for the payment of compensation to an employee. A deduction shall be made from each

employee's compensation equal to the amount of the employee's compensation picked up by the employer. This deduction, however, shall not reduce the employee's compensation for purposes of computing benefits under the retirement system pursuant to this division.

(4) *Employee contributions credited.*

a. Employee contributions shall be credited to a separate account within the employee's individual account so that the amount contributed prior to the effective date for the pickup of employee's contributions may be distinguished from the amounts contributed on or after the effective date.

b. The contributions, although designated as employee contributions, are being paid by the employer in lieu of the contributions by the employee. The employee will not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the retirement system.

(b) *City contributions.* The city shall make such contributions as necessary to meet the requirements of the plan. Effective May 1, 1994, the city shall pick up the employee contributions by a reduction in current earnings. Such picked up contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code; however, the contributions so picked up shall be included in earnings for purposes of the plan. Participant contributions which are picked up shall be treated, for all purposes of this plan, in the same manner as participant contributions made prior to May 1, 1994.

(c) *Other contributions.* The pension board of trustees shall receive all appropriations, contributions and interest allowances as may be received from time to time by the city from the state or any other source, and designated specifically for employee pensions.

(d) *Withdrawal from plan.* A member who withdraws from the pension plan for any reason, other than retirement, death or disability, may request his accumulated contributions, plus interest, be paid to him after such date of withdrawal; provided, however, his contributions shall not be refunded to him earlier than 90 days after receipt of his application for the same. Interest shall be calculated using the prevailing Federal Reserve discount rate, plus three percent, on the date of request.

(e) *Death of ineligible member.* Upon the death of a member not eligible to retire under any provision of this division, his employee contributions shall be payable in a single sum to his designated beneficiary or his estate if no designation has been made, and submitted to the pension board.

(f) *Deferred compensation.* Each eligible employee not drawing any retirement benefits from the city as of February 1 of each year, who makes an irrevocable decision to join the deferred compensation plan, shall become a deferred compensation plan participant on February 1 of that same year and shall forfeit participation in the city employees pension plan. A member who withdraws from the pension plan in this manner shall have his accumulated contributions paid to him after such date of withdrawal and he shall forfeit any other payments from the pension plan.

(Code 1981, § 2-196; Ord. of 10-12-1982, § 4; Ord. of 12-13-1982; Ord. of 7-11-1983; Ord. of 4-25-1994(2); Ord. of 12-11-1995; Ord. of 7-10-2000; Ord. of 5-12-2003)

Sec. 2-342. City paramedics transferred to county.

Notwithstanding any other provision of this division, all persons employed by the city as paramedics, who are transferred to the county emergency medical services department and who make a written election to remain in the city general employee pension plan, shall continue to be considered eligible employees within the meaning of the pension plan as long as they are employed by the county emergency medical services department. All pension benefits for any such paramedic shall be calculated as if the paramedic had remained a city employee during his employment with the county emergency medical services department.

(Code 1981, § 2-197; Ord. of 8-26-1991)

Sec. 2-343. Limitation on benefits.

To the extent necessary, the participant's benefit under this plan and all plans of the city shall be limited in accordance with section 415 of the Internal Revenue Code (26 USC 415) and the regulations thereunder, and such code section and regulations shall hereby be incorporated herein.

(Code 1981, § 2-198; Ord. of 7-26-1993, § 7)

Sec. 2-344. Distributions.
All distributions from this plan shall be made in accordance with section 401(a)(9) of the Internal Revenue Code (26 USC 401(a)(9)) and the regulations thereunder, and such code section and regulations shall hereby be incorporated herein.
(Code 1981, § 2-199; Ord. of 7-26-1993, § 8)

Sec. 2-345. Maximum compensation.
The maximum earnings utilized for purposes of determining benefits shall be limited in accordance with section 401(a)(17) of the Internal Revenue Code (26 USC 401(a)(17)) and the regulations thereunder, and such code section and regulations shall hereby be incorporated herein.
(Code 1981, § 2-200; Ord. of 7-26-1993, § 9)
Secs. 2-346--2-360. Reserved.

Subdivision II. Board of Trustees

Sec. 2-361. Established; duties.
There is hereby established a pension board of trustees the duties of which shall be to manage the city employees pension plan.
(Code 1968, §§ 2-72, 2-89; Ord. of 1-12-1970; Code 1981, § 2-201; Ord. of 5-22-2000)

Sec. 2-362. Composition.
The pension board of trustees shall consist of the following persons:
(1) *Manager.* The city manager.
(2) *City officials.* Two elected city officials who shall be appointed by the council president, subject to confirmation of a voting majority of the city council at its annual meeting.
(3) *Participants.* Three participants or retired participants of the plan who shall be elected by the participants and retired participants of the plan.
(4) *Finance director/treasurer.* The city finance director/treasurer.
(5) *Election.*
(a) Such election shall be for three-year staggered terms, beginning July 1 and ending June 30 three years later. A regular election for filling these positions will be held the third week of June each year.
(b) In the first week of April of each year, the city clerk shall notify those eligible to vote of the exact time and place of the election. Any general employee pension plan member that is eligible to vote and appears on the listing of qualified voters who will be unable to appear at the polling place on the date and time of the election may cast his or her vote by absentee ballot in the general employee(s pension plan election for the following reasons: 1) armed forces, 2) public service, 3) occupation, 4) sickness, 5) disability, 6) religion, 7) vacation, or 8) residency outside of the Dover area which makes it infeasible to vote in person.
(Code 1968, §§ 2-89, 2-90; Ord. of 1-12-1970; Code 1981, § 2-202; Ord. of 5-10-1982; Ord. of 8-23-1982; Ord. of 11-26-1990, § 5; Ord. of 4-25-1994; Ord. of 5-22-2000; Ord. of 10-8-2007(1))

Sec. 2-363. Term of office of members.
The term of office of each member of the pension board of trustees, except the city finance director/treasurer, city manager, and elected city officials, shall commence on the first day of the month following his election and continue for a period of three years or until his successor shall be elected and qualified.
(Code 1968, § 2-91; Ord. of 1-12-1970; Code 1981, § 2-203; Ord. of 8-23-1982; Ord. of 4-25-1994; Ord. of 5-22-2000)

Sec. 2-364. Officers and ex officio members.
The pension board of trustees shall elect a chairperson, a vice-chairperson who shall serve when the chairperson is

absent, a secretary and a treasurer or fiscal agent designated by the pension board. The city finance director/treasurer shall be the pension fund treasurer and his bond shall cover all monies deposited with him.
(Code 1968, § 2-1992; Ord. of 1-12-1970; Code 1981, § 2-204; Ord. of 4-25-1994; Ord. of 5-22-2000)

Sec. 2-365. Vacancies.
If a vacancy occurs in the offices of the pension board of trustees, the vacancy shall be filled for the unexpired term within 60 days and in the same manner as the office was originally filled. Should a member of the pension board of trustees cease to be in the employ of the city, other than by retiring in accordance with this division, his office as a member of the board shall be declared vacant.
(Code 1968, § 2-95; Ord. of 1-12-1970; Code 1981, § 2-205; Ord. of 5-22-2000; Ord. of 10-8-2007(2))

Sec. 2-366. Compensation of members.
Members of the pension board of trustees shall serve without compensation.
(Code 1968, § 2-89; Ord. of 1-12-1970; Code 1981, § 2-206; Ord. of 5-22-2000)

Sec. 2-367. Meetings.
The pension board of trustees shall make all rules as to the time and place of meetings; and a majority of its membership shall be required to transact pension board business.
(Code 1968, § 2-94; Ord. of 1-12-1970; Code 1981, § 2-207; Ord. of 5-22-2000)

Sec. 2-368. Powers.
The pension board of trustees, in administering the pension plan, shall have the following powers in carrying out the purposes thereof:
(1) *Payment of funds.* To pay funds to those entitled to receive them. The pension board chairperson shall sign all vouchers for the disbursements of the funds and his written order shall fully protect the pension board treasurer or fiscal agent designated by the pension board in the payment of those funds;
(2) *Purchase annuity contracts.* To purchase and pay the costs of group annuity contracts from any insurance company for the benefit of participants;
(3) *Employment of agents, employees, etc.* To employ agents, employees or experts to assist the pension board of trustees in carrying out the provisions of this division, including an agent to advise and make recommendations concerning the investment of funds, and to pay reasonable compensation for those services, and the compensation may be paid from income or corpus of the pension fund or by direct appropriation by the city council as the pension board of trustees and the city council may determine;
(4) *Investments.* To invest and reinvest money in the pension fund, without any limitation, in United States or state municipal bonds or group annuity contracts. Money in the pension fund may also be invested and reinvested in other types of bonds, stocks, and securities to the extent the pension board of trustees may deem best and as is not prohibited by any law now or hereafter in force limiting the investments of the trustees. The pension board of trustees may from time to time change the investments of the fund and, to this end, may make sales of any investment privately, without advertisement and without the necessity of any court order, upon the terms that the pension board deems proper. The funds and investments may also be from time to time turned over to and placed in the custody of any fiscal agent designated by the pension board;
(5) *Contracts.* To generally contract in matters relevant to effectuating and achieving the purposes of this plan;
(6) *Pension benefits.* To receive and pay out pension benefits in accordance with the provisions of this division, or designate a fiscal agent to receive and pay out the pension benefits;
(7) *Rules and regulations.* To make rules and regulations as may be necessary to effectuate this division.
(Code 1968, § 2-93; Ord. of 1-12-1970; Code 1981, § 2-208; Ord. of 5-22-2000; Ord. of 5-12-2003)

Sec. 2-369. City solicitor to render legal services.
The city solicitor shall render whatever legal service the pension board of trustees shall require.
(Code 1968, § 2-115; Ord. of 1-12-1970; Code 1981, § 2-209; Ord. of 5-22-2000)

Sec. 2-370. Appeals.

Any employee dissatisfied with the action of the pension board of trustees shall have the right to appeal to the city council within 30 days from the date of formal notification of that action.

(Code 1968, § 2-116; Ord. of 1-12-1970; Code 1981, § 2-210; Ord. of 5-22-2000)

Secs. 2-371--2-390. Reserved.