

City of Dover, Town of

and
I.B.T., Local 102

STREETS & ROADS

RECREATION

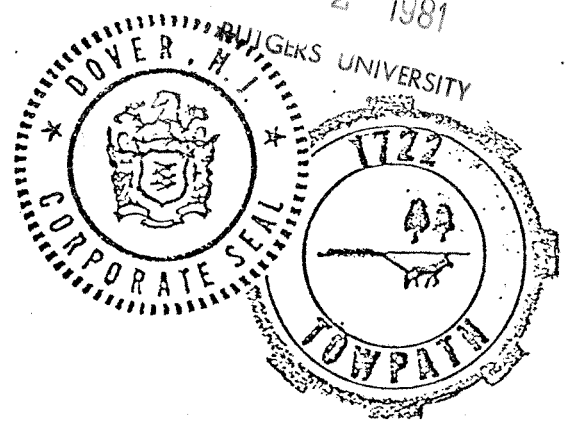
PARKING UTILITY

BUILDING MAINTENANCE

x 1981 and 1982

LIBRARY
Institute of Management and
Labor Relations

OCT 2 1981



* Jan. 1, 1981 - Dec. 31, 1982

AGREEMENT, entered into this 31st day of March, 1981

By and Between:

TOWN OF DOVER, a Municipal Corporation of the State of New Jersey, with offices at 37 North Sussex Street, Dover, New Jersey 07801.

Hereinafter called the "Employer",

and

LOCAL 102, an Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America,

Hereinafter called the "Local".

W I T N E S S T H:

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968, its amendments and supplements thereto, the Employer and Local have met and negotiated the terms and conditions of the employment of the employees of the Blue Collar Employees employed by the Town of Dover for the fiscal year 1981; and 1982

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

WHEREAS, it is in the mutual best interest of the Employer and the Local to promote and maintain a harmonious relationship in order that a more efficient and progressive public service may be rendered.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

ARTICLE I. RECOGNITION

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

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

ARTICLE II. COVERAGE.

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

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

ARTICLE III. MANAGEMENT.

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

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

ARTICLE IV. SICK LEAVE.

SECTION 1. All employees covered by this Agreement will be entitled to fifteen (15) days of sick leave.

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

SECTION 3. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable evidence substantiating the illness.

SECTION 4. An employee who has been absent on sick leave for periods totalling ten (10) days in one (1) calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year.

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

in that year.

SECTION 6. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

SECTION 7. During the twelve months preceeding retirement and after the said retirement is filed for, an employee may exchange four sick days accrued for one vacation day. This time off could than be used up to and including the retirement date. This time will not be paid for in cash by the Town at the time of retirement, however.

ARTICLE V. DISCRIMINATION.

SECTION 1. There will be no discrimination by supervisory or other employees of the Employer not included in the units covered by this Agreement against any employee because of membership or activities in the Local.

SECTION 2. The Local agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Local, will discriminate against any employee. The Local further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.

SECTION 3. The Local and the Employer reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employee.

ARTICLE VI. SALARY AND WAGE SCALE

SECTION 1. Effective January 1, 1981, the Local will receive salaries in accordance with Attachment A. under the column listed as 1981 Proposed Salary.

SECTION 2. Effective January 1, 1982, the union will receive salaries in accordance with Blue Collar attachment A under the column listed as "1982 Proposed Salary".

SECTION 3. Salary adjustments and new hired employees will be brought in on the salary range and steps presented on the sheet marked attachment B for 1981 and attachment C for 1982.

SECTION 4. This Article is subject to the adoption of a Salary Ordinance of the Town of Dover which complies with this Section. This section will not go into effect until said Salary Ordinance is adopted.

ARTICLE VII. HOLIDAYS

SECTION 1. The employees shall be entitled to the following thirteen (13) paid holidays:

NEW YEAR'S DAY	GENERAL ELECTION DAY
LINCOLN'S BIRTHDAY	THANKSGIVING DAY
WASHINGTON'S BIRTHDAY	DAY AFTER THANKSGIVING
GOOD FRIDAY	CHRISTMAS DAY
MEMORIAL DAY	VETERAN'S DAY
INDEPENDENCE DAY	COLUMBUS DAY
LABOR DAY	

If any of the above holidays falls on a Saturday, then the previous Friday shall be considered the observed holiday. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday. In the year 1981 THE DAY AFTER NEW YEAR'S DAY will be substituted for LINCOLN'S BIRTHDAY.

ARTICLE VIII. VACATIONS

SECTION 1. Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the required number of years.

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

SECTION 3. Vacations must be taken during the current calendar year at such time as permitted or directed by the Town Administrator, unless it is determined it may not be taken due to pressure of work. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be granted.

SECTION 4. For the year 1981, employees will be entitled to vacation at the same rate they are accruing said vacation time prior to the execution of this Agreement.

SECTION 5. Effective January 1, 1981, employees shall be entitled to vacations according to the following schedule (an employee must, in such instance, have completed the year or years of service).

NUMBER OF YEARS OF SERVICE:

DAYS ALLOWABLE:

FIRST	ONE DAY PER MONTH
SECOND through TEN	TWELVE (12) days
ELEVEN through FIFTEEN	FIFTEEN (15) days
SIXTEEN through TWENTY	EIGHTEEN (18) days
TWENTY-ONE and OVER	TWENTY-ONE (21) days

SECTION 6 In cases of conflict, selection of vacation periods shall be made in order of seniority. The time when vacations are taken is subject to approval by the Streets and Roads Department Superintendent in light of work schedules.

ARTICLE IX. HOSPITALIZATION

The Employer shall provide and pay in full the Dominion Life Health Benefits Program and Dominion Life Drug Prescription Plan for all employees within this bargaining unit and their dependents.

ARTICLE X. WORK WEEK AND OVERTIME

SECTION 1. The work week shall begin on Monday morning at 12:01 a.m. and end on the following Sunday evening at 12:00 midnight. The regular hours of work shall be eight hours per day, forty hours per week, from Monday through Sunday inclusive. The work week shall not exceed five consecutive days and there shall be two days off for every five days worked. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth by the Chairman of the Streets and Roads Committee. The work day shall run from 7 a.m. through 3:30 p.m. with one (1) hour off for lunch.

SECTION 2. In the event an employee works over 40 hours, time and a half shall be paid for all hours worked in excess of 40 hours.

SECTION 3. All overtime must be approved in writing by the Chairman of the Streets and Roads Committee.

SECTION 4 "Emergency" as used herein shall include

any unusual conditions caused by any circumstance or situation including shortages in the personnel of the Streets and Roads Department caused by vacancies, sickness or injury, or by the taking of accrued vacations or sick leave, or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chairman of the Streets and Roads Committee.

SECTION 5. In construing overtime, compensation shall be made at time and one half on the following basis:

- (a) Up to the first 16 minutes of authorized overtime no pay.
- (b) Sixteen (16) through thirty (30) minutes-30 minutes pay.
- (c) Thirty-one (31) through forty-five (45) minutes-45 minutes pay.
- (d) Forty-six (46) through sixty (60) minutes-60 minutes pay.
- (e) Thereafter overtime shall be paid in fifteen (15) minute segments.

SECTION 6. Any employee called out for emergency work shall be guaranteed a minimum of two (2) hours with pay.

SECTION 7. Any employee working the night shift, except the employee operating the street sweeper, shall receive a 10% differential above and beyond the salary scale set forth in Article VI. This, however, shall not be retroactive and shall be effective from the date of execution of the within Agreement by all parties hereto.

SECTION 8. Any employee who is called to work while said employee is enjoying authorized vacation time shall be paid at double time.

ARTICLE XI. DISABILITY .

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

SECTION 2. While any employee is receiving temporary disability benefits and full pay from the Employer, he will reimburse the Employer in the amount of the temporary disability benefits received.

SECTION 3. An employee will not be required to compensate the Employer for any permanent disability benefits received.

SECTION 4. Long term illness benefits. The Town shall provide long term illness benefits to employees who meet the criteria discussed below. If an employee has:

1. Accrued 15 sick days prior to an illness during the first four years of service; or 20 days after 4, 25 days after 5, or 30 days after 6 years of service; and

2. Used all sick days accumulated during illness. He or she shall be entitled to the following Benefits.

1. Beginning on the Monday following 10 full working days after the expiration of sick leave eligible employees shall receive 75% of salary up to a maximum of \$133. per week for a six month period. Any sick or vacation time accrued during the six month period would be used toward these payments. Those employees having vacation time available may use it during the ten day grace period. There will not be any pay deduction for this benefit. Those employees who have received this benefit would again have to build up the required sick time before becoming eligible for it again.

ARTICLE XII. GRIEVANCE PROCEDURE.

SECTION 1. PURPOSE

- (a) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems

which may arise under the terms and conditions of this Agreement including disciplinary action by management, and to resolve grievances as soon as possible, so as to secure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

(b) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chairman of the Streets and Road Committee or any superior. Said informal discussion will not be considered part of the formal part of a grievance application and the time limits mentioned herein will not be applicable to such informal discussion of the grievance.

SECTION 2. DEFINITION.

Within the meaning of this Section, a "grievance" is a complaint in writing addressed to the Mayor and Board of Aldermen within two (2) weeks of the occurrence of the incident or controversy which caused the complaint by an employee, the Local or the Employer. There will be three steps for handling of the grievance.

SECTION 3. STEPS OF THE GRIEVANCE PROCEDURE.

The following constitutes the sole and exclusive method for resolving grievances between the parties if the grievant elects not to pursue his remedies under Title II of the Civil Service Act of the State of New Jersey. If the grievant elects to proceed under Civil Service, he waives his right to proceed

under this grievance procedure. The Agreement shall be followed in its entirety unless any step is waived by mutual consent of the parties. If the Employer elects to grieve under this procedure, it also waives its right to proceed under Civil Service

(a) FIRST STEP: Upon receipt of a written complaint, the Mayor shall direct the Streets and Roads Committee of the Board of Aldermen to conduct a hearing and render a majority finding which shall be delivered in writing to all parties directly concerned with the grievance within ten (10) days of receipt of the written complaint by the Board. If this decision is accepted by those parties directly concerned the matter shall be closed. As a signal of an acceptance of an agreement, the parties directly concerned shall sign a copy of the decision, which will be placed in a closed file by the Town Clerk.

(b) SECOND STEP: If the parties to the grievance are not satisfied by the majority decision of the Streets and Roads Committee the matter shall then be referred for a hearing or review of the evidence by the Mayor and the Board of Aldermen or a majority thereof sitting in a special session for the sole determination of rendering a decision on the grievance. This session shall be held within thirty (30) days of the filing of the appeal from the decision of the Streets and Roads Committee. The Mayor and Board of Aldermen at their discretion and upon the advice of the Town Attorney may either review the evidence or rehear the evidence in its entirety. If the Mayor and Board of

Aldermen decide to rehear the evidence, it may call such other witnesses as it deems necessary. The parties, at their own expense, may represent themselves with counsel. The Employer shall record the hearing by appropriate means. Following the hearing, and no longer than two (2) weeks from its conclusion, the Mayor and Board of Aldermen will deliver a written majority decision to all parties concerned. If this decision is accepted by those parties directly concerned, the matter shall be closed. As a signal of an acceptance and agreement, the parties directly concerned shall sign a copy of the decision, which will be placed in a closed file by the Town Clerk.

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

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

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

event the Employer elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be cancelled and the matter withdrawn from arbitration and the Employer shall pay whatever costs may have been incurred in processing the case to arbitration.

(3) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any amendment or supplement thereto.

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

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

(6) The time limits set forth herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits in any step may be extended or contracted.

ARTICLE XIII. NO-STRIKE PLEDGE.

SECTION 1. The Local covenants and agrees that during the term of this Agreement, neither the Local nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walkout. The Local agrees that such action would constitute a material breach of this Agreement.

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

SECTION 3. The Local will actively discourage any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent and terminate such illegal action.

SECTION 4. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek

and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Local, its members, or any person acting on its behalf.

ARTICLE XIV. FULLY BARGAINED PROVISIONS.

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

ARTICLE XV. BULLETIN BOARDS.

One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where men assemble for work assignments.

Employees covered under this contract who shall complete ten (10) full years of service with the Town of Dover in any calendar year shall be entitled to receive a lump sum payment of \$200 each year after completion of the required service in addition to all other wages. This article shall take effect January 1, 1981. Payment by the Town of Dover shall be made during the second pay period of January of the year following ten full years of service. That is, any employee reaching 10 full years of service in the year 1981 shall receive a two hundred dollar payment (\$200.) in the second pay period of January, 1982.

ARTICLE XVII APPLICABILITY OF CIVIL SERVICE.

It is recognized that the Employer and the Employees the Town of Dover are subject to and covered by the Laws of Civil Service of the State of New Jersey and by the Rules and Regulations of the Department of Civil Service of the State of New Jersey. If any provision of this Agreement is inconsistent with the Laws of Civil Service or with the Rules or Regulations of the Department of Civil Service, such provision of this Agreement shall be superseded by such laws or by such rules or regulations.

ARTICLE XVIII RULES AND REGULATIONS.

The Employer has the right to continue to establish reasonable rules and regulations governing the operations of the Streets and Roads Department and the conduct of its personnel.

ARTICLE XIX. SEPARABILITY AND SAVINGS.

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

this Agreement or the application thereof to other persons, projects or circumstances.

ARTICLE XX JURY DUTY

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

ARTICLE XXI. DEATH IN THE FAMILY

An employee shall be allowed time off without loss of pay for three (3) successive calendar days next following the date of a death in his immediate family. The immediate family is defined as wife or husband, parents, children, mother-in-law and father-in-law, brother or sister.

ARTICLE XXII. UNIFORMS.

The Employer shall supply the employees with uniforms, shoes and gloves. Employees may not utilize uniforms, shoes, gloves and equipment for personal use and shall not wear uniforms, shoes and gloves except during regular hours of employment. One pair of shoes shall be supplied in June of each contract year.

ARTICLE XXIII. CHECK-OFF

The Employer agrees to deduct Union membership dues and assessments from the wages of an employee in accordance with appropriate written authorization signed by the employee while such written authorization is in effect.

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

ARTICLE XXIV. TERM AND RENEWAL OF AGREEMENT

SECTION 1. This Agreement shall take effect January 1, 1981 and shall remain in full force and effect until midnight, December 31, 1982, and thereafter from year to year unless either party shall give notice in writing ninety (90) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial ninety (90) day notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

Notwithstanding the date of execution of this Agreement, the terms and conditions thereof are retroactive to January 1, 1981.

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

ATTEST:

Michael A. DeLorenzo
MICHAEL A. DELORENZO
TOWN CLERK

TOWN OF DOVER

John Rice
JOHN RICE, MAYOR

LOCAL 102

Robert Heller
Robert Heller, Shop Steward

James R. Allison
James R. Allison,
Administrator

Ben Merker
Ben Merker, Secretary Treasurer
Local 102