

A G R E E M E N T

Between

TOWNSHIP OF DOVER,

AND

TEAMSTERS LOCAL NO. 97 OF NEW JERSEY,

I.B.T.

UNIVERSITY  
INSTITUTIONAL AGREEMENT

FEB 1 1990

RUTGERS UNIVERSITY

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JANUARY 1, 1989 through DECEMBER 31, 1991

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MURRAY & MURRAY, ESQS.  
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TABLE OF CONTENTS

<u>ARTICLES</u>		<u>PAGE</u>
	PREAMBLE.....	1
I	UNION RECOGNITION AND CHECK-OFF.....	2
II	VISITATION AND BULLETIN BOARD.....	5
III	STEWARDS.....	6
IV	GRIEVANCES.....	7
V	ARBITRATION.....	10
VI	MANAGEMENT.....	11
VII	SENIORITY.....	13
VIII	POSTING.....	15
IX	LOSS OF SENIORITY.....	16
X	LEAVE OF ABSENCE.....	17
XI	DISCHARGE AND DISCIPLINE.....	18
XII	RULES AND REGULATIONS.....	19
XIII	DIVISION OF WORK.....	20
XIV	HOURS OF WORK.....	21
XV	REST PERIODS - WASH-UP.....	23
XVI	OVERTIME.....	24
XVII	CALL-IN PAY.....	25
XVIII	WAGES AND JOB CLASSIFICATIONS.....	26
XIX	LONGEVITY.....	28
XX	VACATIONS.....	30
XXI	HOLIDAYS.....	32
XXII	PERSONAL DAYS.....	33
XXIII	SICK LEAVE AND BEREAVEMENT PAY.....	34

<u>ARTICLES</u>		<u>PAGE</u>
XXIV	INJURY LEAVE.....	36
XXV	WORKMEN'S COMPENSATION.....	37
XXVI	TERMINAL LEAVE.....	38
XXVII	MAINTENANCE OF OPERATIONS.....	39
XXVIII	JURY AND MILITARY LEAVE.....	41
XXIX	HEALTH AND WELFARE INSURANCE.....	42
XXX	SAFETY AND UNIFORMS.....	45
XXXI	SAVINGS CLAUSE.....	46
XXXII	TERMINATION AND EXTENSION OF AGREEMENT.....	47
XXXIII	COMPLETENESS OF AGREEMENT.....	48
APPENDIX A	- CLASSIFICATIONS AND BASE PAY.....	49

PREAMBLE

THIS AGREEMENT made this            day of            , 1989, by and between the TOWNSHIP OF DOVER, in the County of Ocean, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township," and TEAMSTERS LOCAL NO. 97 OF NEW JERSEY, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union" represents the complete and final understanding on all bargainable issues between the Township and the Union.

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

UNION RECOGNITION AND CHECK-OFF

A. The Township recognizes the Union as the exclusive representative, as certified on June 22, 1970 and on May 30, 1972 by the New Jersey Public Employment Relations Commission for the purposes of collective negotiation with respect to the terms and conditions of employment of all permanent blue collar employees employed by Dover Township, Ocean County, New Jersey, but excluding those employed in the Police Department and all office clerical employees, seasonal employees, professional employees, craft employees, policemen, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1974 and all other employees of the Township.

B. Part-time employees who work on a regular schedule of twenty (20) or more hours per week are employees within the unit and shall continue to receive their current benefits.

C. Seasonal employees are defined as those employees working one hundred twenty (120) days or less per year.

D. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union and consistent with applicable law) the Township agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of

this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

E. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

F. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Township Clerk-Administrator, or his designee. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

G. The Township will notify the Secretary-Treasurer of the Union within three (3) days of hire all employees, their address, birth date, classification, rate of pay and social security number; and of all removals of employees from the Township's payroll.

H. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment

within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision, but shall cooperate with the Union in defending this provision.

I. It is recognized that a new department of recycling is created within the Department of Public Works.

ARTICLE II

VISITATION AND BULLETIN BOARD

A. Accredited representatives of the Union will be permitted to enter Township facilities or premises at reasonable hours for the purpose of visiting Union stewards and members in order to observe working conditions or assist in the adjustment of grievances. When the Union decides to have its representative enter the Township facilities or premises, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the Township government or normal duties of employees.

B. The Township shall supply bulletin boards for the use of the Union one of which shall be placed in a conspicuous location in the Township Garage for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.



ARTICLE III

STEWARDS

A. The Township recognizes the right of the Union to designate six (6) Stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and alternates and notify the Township of any changes.

B. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

C. Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on contract negotiations with Township provided there shall be no undue interference with the normal operations of the business of Township government or normal duties of employees. Requests for time under this section will not be unreasonably denied.

ARTICLE IV

GRIEVANCES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. Steps of the Grievance Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

1. An aggrieved employee shall discuss his grievance with the Union Steward and the Department Head within

five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said five (5) working days, shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

#### Step Two

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Township Clerk-Administrator and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.

2. The Department Head, or his representative, and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

#### Step Three

1. In the event the grievance has not been satisfactorily resolved at Step Two, then within five (5) working days following the determination of the Department Head, a meeting shall be held between the Grievance Committee of the Union and representatives of the Township with the objective of

settling the grievance after the parties have failed to do so in Step Two.

D. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

E. Township Grievance

1. Grievances initiated by the Township shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days thereafter for arbitration in accordance with Article V.

ARTICLE V  
ARBITRATION

A. If a grievance is not settled under Article IV, such grievance shall at the request of the Union or Township be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.

B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

C. The costs of the services and expenses of the Arbitrator shall be borne equally between the Township and the Union. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. The Arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the Arbitrator shall be final and binding on the parties.

ARTICLE VI

MANAGEMENT

A. The Township of Dover hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing rights.

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

2. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.

3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

4. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and

express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under R.S. 11, 40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE VII

SENIORITY

A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designing the employees to be effected.

B. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of one hundred twenty (120) days. Employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.

C. The seniority of an employee is defined as the length of continuous uninterrupted service as a Township employee dating back to his last date of hire and by his job classification.

D. In the event of layoffs and rehiring, the last person hired in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

E. When promotions to a higher labor grade or transfers to another grade are in order, the Township shall make



such promotions or transfers from among its regular employees; consideration for such promotions or transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Township may remove him and retransfer him to his former position.

F. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Boards showing the employees' names, classifications and seniority dates.

G. Out of Title Work: All work performed in a higher title shall be logged and considered for promotional purposes, and shall be applied toward the probationary period.

ARTICLE VIII

POSTING

A. The Township shall post in each department vacancies, except laborer vacancies, occurring within each respective department, providing that the employees in that department are or might be eligible and qualified to apply for such vacancy. Thereafter all new and vacant positions shall be posted on the Union Bulletin Boards for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the Head of the Department in which such vacancies exist. Efforts will be made to fill vacancies from within the bargaining unit; with seniority employees given preference.

B. The Union may contest the Township's determination of position as to the qualification of the employees to perform the work. Should any such dispute not be resolved by the parties under the grievance procedures of this Agreement, the Union shall have the right to request binding arbitration.

ARTICLE IX

LOSS OF SENIORITY

A. Seniority shall be lost by an employee for the following reasons:

1. Voluntary Quitting

Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.

2. Discharge for cause.

3. Failure to report for work within twenty-four (24) hours when called back (after layoff) after receipt of telegram or registered letter unless such failure is mutually agreed between the Township and the Union to be excusable.

4. Failure to be called back to work for a period of twelve (12) months after a layoff, unless a greater period of time to be established by agreement between the Township and the Union.

ARTICLE X

LEAVE OF ABSENCE

A. A permanent employee may be granted a leave of absence without pay for a period not to exceed thirty (30) days. The Township reserves the right to grant or deny such leave without prejudice. This leave is subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and approved by the Township.

B. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.

C. Seniority shall be retained and shall accumulate during all leaves.

ARTICLE XI

DISCHARGE AND DISCIPLINE

A. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Township shall notify the Union at the time if disciplinary action is taken.

B. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Township in writing within five (5) working days of the disciplinary action.

C. A copy of disciplinary warnings which are issued in writing to the employee shall also be furnished to the Union.

D. The known negotiating team agrees to notify all blue collar employees that in the event an employee is found to be using or in possession of alcohol or a controlled dangerous substance while on duty, the employee shall be immediately terminated.

ARTICLE XII

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established.

ARTICLE XIII

DIVISION OF WORK

A. Foremen or other employees outside the bargaining unit shall not perform any work customarily performed by workers covered by this Agreement, except as may be required to instruct employees or in an emergency as may be required to assist employees.

ARTICLE XIV  
HOURS OF WORK

A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time workers.

B. The basic work week shall consist of forty (40) hours from Monday to Friday inclusive. The basic work day shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

C. The normal starting time shall be 7:00 a.m. and quitting time 3:30 p.m., but may be varied for seasonal operations or in emergencies.

D. The basic work week for maintenance workers in the Recreation Department and for Township custodial employees, shall consist of forty (40) hours. The basic work day shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period. The aforementioned employees work week will consist of five (5) consecutive calendar days, which may include Saturday and Sunday. Qualified volunteers will be sought for Saturday and Sunday work. However, in the event that no such qualified volunteers are forthcoming, the Township will assign personnel to such work which shall be performed at straight time rates of pay.

E. 1. All employees shall be utilized for snow plowing within their respective Departments.



2. Utilization of employees and work to be performed shall be determined by their respective Department Heads.

3. All employees shall be available for snow plowing duties at any and all times.

ARTICLE XV

REST PERIODS - WASH-UP

A. All employees shall receive two (2) rest periods each day without deduction in pay - one fifteen (15) minutes mid-morning, and one fifteen (15) minutes mid-afternoon.

B. All employees shall receive two wash-up periods each day without deduction in pay, one ten (10) minutes before lunch hour and one ten (10) minutes before quitting time.

C. Employees performing snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition, in each four (4) hour period of such snow removal work a ten (10) minute coffee break may be taken, provided however; the employees shall not return to the garage for such break.

D. Employees working on snow removal will be provided with meals at the discretion and in the manner prescribed by the Superintendent of Public Works or their respective Department Head.

ARTICLE XVI

OVERTIME

A. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the rate of time and a half.

B. All work performed on Saturday shall be compensated for at time and one half.

C. All work performed on Sunday shall be compensated for at double time, and employees will be provided with minimum of four (4) hours pay or work.

D. Sections B. and C. shall not apply to employees whose work week normally includes work on Saturday and/or Sunday as noted in Article XIV, D.

E. All work performed in excess of twelve (12) hours shall be compensated for at double time.

F. Overtime work shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.

G. The following time paid for, but not worked, shall be included for the purposes of computing overtime.

Paid Holidays  
Bereavement Pay  
Paid Sick Leave

ARTICLE XVII

CALL-IN-PAY

A. Any employee who, in the absence of advance notice given him prior to the end of his previous regular shift, reports for work on his regular schedule shall be guaranteed four (4) hours' work or four (4) hours' pay, based on straight-time work rates, in lieu thereof.

B. Any employee who is called back to work after having completed his regular schedule shift shall be compensated at time and one-half the straight-time hourly rate of pay worked, with a minimum guarantee of four (4) hours' work or pay in lieu thereof.

ARTICLE XVIII

WAGES AND JOB CLASSIFICATIONS

A. Effective January 1, 1989, the wage guides of unit employees shall be increased by 6% across the board, maintaining the current 2% increment system.

B. Effective January 1, 1990, the wage guides of unit employees shall be increased by an additional 6% across the board, maintaining the current 2% increment system.

C. Effective January 1, 1991, the wage guides of unit employees shall be increased by an additional 6% across the board, maintaining the current 2% increment system.

D. The rates of pay for each job classification of the employees covered by this Agreement are set forth in the wage guides shown in Appendix A which is attached hereto and made a part hereof.

E. Each year all employees shall on their in-grade anniversary dates be advanced one Step on the wage guide until the maximum of Step 4 is achieved.

F. All newly hired employees enter employment at the minimum hourly rate for their classification.

G. The starting rate of probationary laborer shall apply to new hires only.

H. Each employee promoted to a higher classification shall start within the Step of his new classification that pays an hourly rate next above the rate paid him in his former

classification. Each anniversary date of his promotion he will be advanced one Step until he achieves Step 4, his maximum.

I. There will be in-grade steps or increments of two percent that will, in four (4) annual steps arrive at the maximum hourly rate for the grade.

J. The pay week for all unit members shall run from Sunday through Saturday.

K. Effective with the date of the implementing resolution, all starting salaries for new hires shall be calculated as follows:

Starting salaries shall be in the amount of 80% of the present starting salary. In the second year of employment, salary shall be in the amount of 85% of that step on the salary guide where the employee would move to. In the third year of employment, salary shall be in the amount of 90% of that step on the salary guide where the employee would move to. In the fourth year of employment, salary shall be 95% of that step of the salary guide where the employee would move to. In the fifth year of employment, salary shall be 100% of that step of the salary guide where the employee would move to.

L. Pay errors shall be corrected as soon as possible after being brought to the attention of the Department Head.

ARTICLE XIX

LONGEVITY

A. Each employee shall be paid, in addition to his base pay, a longevity increment based upon years of service in the employ of the Township in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	INCREMENT OF BASE PAY EFFECTIVE <u>1-1-87</u>
Upon completion of 3 years of service	\$275
Upon completion of 5 years of service	\$500
Upon completion of 9 years of service	\$725
Upon completion of 12 years of service	\$950
Upon completion of 15 years of service	\$1,175

B. Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

C. In accordance with the Fair Labor Standards Act, longevity shall be included in the overtime rate for hours worked in excess of forty (40) per week.

D. The longevity schedule provided in Paragraph A shall not reduce the current dollar amount of longevity currently paid to any employee. Those employees whose longevity payments under the predecessor contract exceed the schedule set

forth in Paragraph A will be paid the dollar amount received under the predecessor contract. This will be effective as of the signing of the Agreement. They will continue to receive this dollar amount until they reach the next longevity increment, as provided in Paragraph A.



ARTICLE XX

VACATIONS

A. Each permanent full-time employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular hourly rate of pay as of the week immediately prior to the start of such vacation:

1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 25 years	5 weeks
25 years and over	6 weeks

B. Eligibility for vacations shall be computed as of the first day of the month in which hired.

C. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date. Vacations will be scheduled so as not to interfere with the operations of the Departments to which the employee is assigned and with due regard to seniority. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year, but not consecutively with the vacation to which entitled for the second anniversary date.

D. Employees leaving the Township's employ shall receive payment for all earned pro rata vacation.

ARTICLE XXI

HOLIDAYS

A. Each full time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time without working during the following days:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

B. An employee required to work on a holiday shall be paid time and one-half his regular pay in addition to holiday pay.

C. If a holiday falls on a Saturday, it will be celebrated on the Friday immediately preceding the holiday. If a holiday falls on a Sunday, it will be celebrated on the Monday immediately following the holiday.

ARTICLE XXII

PERSONAL DAYS

A. Each full-time employee covered by this Agreement shall receive three (3) personal days at eight (8) hours straight time during each year of this Agreement. Request for such personal day will be made in writing to the Township at least five (5) days in advance.

ARTICLE XXIII

SICK LEAVE AND BEREAVEMENT PAY

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

C. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Township. Abuse of sick leave may be cause for disciplinary action.

D. Whenever an employee is scheduled to work any day outside of the normal work week and is unable to do so because of any reason set forth in Section B, such day at his election may be charged as a day of sick leave with pay for eight (8) hours at straight time.

E. Every permanent full-time employee shall be granted up to a maximum of three (3) consecutive days leave, including the day of the funeral, without loss of regular straight time pay

upon the death of a member of his immediate family within the State of New Jersey, and up to five (5) consecutive days leave, including the day of the funeral, without loss of regular straight time pay, if outside the State, with the consent of the Superintendent of Public Works, or the Director of Recreation or the Superintendent of Public Lands, or their respective designees as appropriate. Immediate family is defined as spouse, children, parents, brothers and sisters, and spouse's parents, brothers and sisters and grandparents of employee or spouse.

F. Pursuant to past practice, an employee who does not expect to report to work on any work day because of personal illness or for any of the reasons set forth in Section B, must notify the appropriate office by telephone or personal messenger within one-half (1/2) hour prior to the beginning of his/her tour of duty.

ARTICLE XXIV

INJURY LEAVE

A. Employees shall be granted injury leave with pay for job related injuries up to a maximum of six (6) months.

B. Injury leave may be extended beyond the six (6) month period in cases of proven medical need verified by the submission of acceptable medical evidence.

ARTICLE XXV

WORKMEN'S COMPENSATION

A. When an employee is injured on duty, he is to receive Workmen's Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of disability only, not to exceed six (6) months.

B. When an employee receives his Workmen's Compensation check, which shall be made payable to both the employee and the Township, he shall endorse the check and forward it to the Township.

C. Upon receipt of the employee's endorsed Workmen's Compensation check, the Township shall forward to the employee his full pay.

D. Employees called in for emergency duty shall be covered by worker's compensation when traveling to and from such duty.



ARTICLE XXVI

TERMINAL LEAVE

A. An employee who retires under the Public Employment Pension System shall be entitled to terminal leave from sick leave accrued under the provisions of Article XXIII, Section A, up to a maximum of one hundred and thirty (130) days.

B. Such terminal leave shall be deducted for each working day prior to an employee's retirement unless the laws of the State of New Jersey permit a lump sum payment in lieu thereof, in which case an employee shall have the option of selecting the method under which he wishes to take the terminal leave to which he is entitled.

ARTICLE XXVII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, 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 an 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, walk-out or other job action against the Township.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action it is covenanted and agreed that participation in any such

activity by the Union member shall entitle the Township to take appropriate disciplinary action including possible discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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 Union or its members.

ARTICLE XXVIII

JURY AND MILITARY LEAVE

A. Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay, up to a maximum of two (2) weeks. In the event such employee is required to participate on jury duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate Judge a letter to that effect.

B. Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XXIX

HEALTH AND WELFARE INSURANCE

A. The Employer will provide, at no cost to the employee, except as provided in this Article, the following health insurance coverage as described in general terms herein:

1. New Jersey Blue Cross
  - a. 365 full benefit days hospital care, all conditions, per admission.
  - b. In-patient radiation therapy.
  - c. Eligible dependent children below the age of 25.
  
2. Major Medical, New Jersey Blue Cross
  - a. \$20,000.00 maximum per condition - no lifetime maximum.
  - b. \$100.00 deductible - only two deductibles per family.
  - c. Carry over deductible.
  - d. 80/20 co-insurance.
  - e. Average semi-private room.
  - f. Tuberculosis and mental in hospital.
  - g. Out of hospital mental at 80/20 co-insurance.
  - h. Blood rider.
  - i. Vision care rider.
  - j. Eligible dependent children below the age of 25.
  
3. New Jersey Blue Shield
  - a. Prevailing fees for area.

b. Eligible dependent children below the age of 25.

4. Rider J

a. 365 physician visitation.

b. Prevailing fees for area.

c. Eligible dependent children below the age of 25.

5. Drug Rider

B. The Employer agrees to provide the New Jersey Dental Service Plan, Option B, with Riders One (1) through Five (5).

C. Effective January 1, 1982, the Employer agrees to provide the New Jersey Dental Service Plan as stated in Section B, above, deleting Rider Four (4) (the Deductible). The maximum premium the Employer shall pay toward the Non-Deductible Plan shall be the premium cost of the Dental Plan as stated in Section B, [for the year] effective as of January 1, 1980, plus One Dollar and Fifty Cents (\$1.50). Any premium cost above this amount shall be borne by the individual employee.

D. The Township may change insurance carrier so long as benefits substantially similar to those noted above are provided.

E. Employees who retire after twenty (20) years of service shall be kept in the Township's group insurance plan, but such employees will pay their own premiums to the Township.

F. An employee with twenty-five (25) years service who retires with a full P.E.R.S. Pension shall continue to receive

all benefits described in Paragraph A of this Article, at no cost to the employee.

G. The Employer shall initiate, in 1983, a disability program. The Employer's obligation is not to exceed fifty dollars (\$50.00) per employee per year. The Township agrees to change disability plans if the Plan recommended by the Union is in accordance with the law and capable of administration by the Township. The Township's contribution shall remain at \$50.00 per employee per year.

H. The Prescription Plan co-pay shall be as follows:

Effective as soon as administratively feasible:

\$1.00 co-pay

Effective 7-1-87: \$2.00 co-pay

Effective 7-1-88: \$3.50 co-pay

I. There shall be one \$125.00 deduction per employee toward the co-payment of health insurance premiums. This deduction shall be for 1987 only. This deduction shall be implemented in accordance with the Opinion and Award of Arbitrator Robert L. Mitrani dated September 8, 1987.

ARTICLE XXX  
SAFETY AND UNIFORMS

A. The Township will negotiate with the Union on questions regarding safety appliances and provisions to safeguard health which may be desired in addition to compliance with Federal and State Laws relating to safety and health.

B. The Township will provide for each permanent employee a uniform consisting of a jacket, shirt and trousers, together with rain gear and work shoes with replacements when in the judgment of the Department Head they may be required.

C. Garbage collection trucks will as heretofore be manned by three (3) man crews.

D. The Union will appoint a five (5) man Safety Committee. Members of the Safety Committee shall meet with the supervisors of their respective department for the purpose of making recommendations regarding safety and health and for the purpose of reviewing alleged safety violations and accidents to determine if, in fact, there was a violation.



ARTICLE XXXI

SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal or competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXII

TERMINATION AND EXTENSION OF AGREEMENT

A. The term of this Agreement shall be from January 1, 1989 through December 31, 1991.

B. In the absence of written notice given no more than one hundred eighty (180), nor less than one hundred fifty (150) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

C. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXXIII

COMPLETENESS OF AGREEMENT

A. Employees covered under this Agreement will retain for the life of this Agreement, any benefits existing as of the time of the signing of this Agreement which are embodied in Township Ordinances.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues 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.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this        day of        , 1989.

TEAMSTERS LOCAL NO. 97  
OF NEW JERSEY

*Arnold Ross*  
ARNOLD ROSS, PRESIDENT

*Andrew Trause*  
ANDREW TRAUSE, SEC.-TREAS.

*Michael Russo Jr*  
CHIEF, STEWARD

*Clément Steluck*

*Donat & Williams*

*John J. Long*

*Ally M. Nelson*  
*Ratuck & Quarantine*

TOWNSHIP OF DOVER

*Joseph A. Vicari*  
JOSEPH VICARI, MAYOR

*L. Manuel Hirshblond*  
L. MANUEL HIRSHBLOND  
CLERK/ADMINISTRATOR

*Dennis F. O'Neil*  
*Act. Adm.*

APPENDIX A

CLASSIFICATIONS AND BASE PAY

A. The Township and the Union agree to the schedule of job classifications and hourly pay rates herein set forth.

B. When new jobs, new machines, or new operations are installed, the Township shall set the rate of minimum hourly pay for the employee involved and give the Union a copy of such rate. If such rate is not challenged by the Union within one (1) week thereafter, the rate shall be considered permanent.

C. The Township and Union agree to the creation of the position "Senior Groundsman, Golf Course" and that this position will be paid at the same rate as "Senior Maintenance Man." The definition of this position is, as follows:

Under direction, performs a variety of the more difficult groundskeeping functions, tasks, may operate varied types of light equipment necessary to perform such tasks; takes the lead in a very small groundskeeping unit when requested to do so by a foreman and will assign tasks to complete particular unit work at job site; does related work as required.

The Township and Union further agree that the job duties for Senior Maintenance Man is amended to provide the following:

Under direction, performs a variety of the more difficult maintenance, repair, and cleaning tasks, may operate varied types of light

equipment necessary to perform such tasks; takes the lead in a very small recreation and park maintenance unit when requested to do so by a foreman and will assign tasks to complete particular unit work at job site; does related work as required.

D. The Janitors classification shall be changed to "Custodian" which will call for greater job responsibilities to include light repair and minor maintenance work with a job description to be drafted in accordance herewith. The new title of Custodian shall be paid at a 10c per hour greater rate of pay over the Janitors job classification.