

**AN AGREEMENT BETWEEN THE  
INTERNATIONAL BROTHERHOOD OF ELECTRIC WORKERS  
LOCAL 1238  
AND THE  
CITY OF DOVER, DELAWARE**

**July 1, 2020 – June 30, 2023**

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**AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, 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 BROTHERHOOD of ELECTRICAL WORKERS Local 1238, hereinafter referred to as the “UNION” or as the “EMPLOYEES.”

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to promote the efficiency, safety and productivity of the employees in the Electric Department; and to provide for prompt and fair settlement of the grievances without any interruption of or other interference with the operation of the CITY or Electric Department.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties do mutually agree as follows:

**1. PURPOSE OF THE AGREEMENT:**

Both parties mutually agree that their objective is for the good and welfare of the CITY and UNION members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

The collective bargaining agreement will be provided in electronic format to the IBEW.

**2. RECOGNITION:**

Section 1. The CITY recognizes the INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS Local 1238 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 199. Included in such recognition are all full-time and part-time employees who work twenty (20) hours or more per week employed by the City of Dover Electric Department included in the job classifications as set forth in Appendix A, B and C. Excluded from representation are all Confidential, Professional, Supervisory or Managerial employees; Temporary employees, and Part-time employees who are regularly scheduled to work less than twenty (20) hours per week, or who are not permanently employed.

Section 2. The job classifications of Appendix A, B and C are based upon the manner in which such jobs have been performed, and shall remain in effect until necessity of change shall arise. Should the City decide to make changes in these job classifications, the City will write up the changes, conduct a point factor analysis and assign the job to the proper pay grade.

The City will discuss with the Union such changes in advance of implementation. When changed, salary grade assignments may be grieved.

### **3. MANAGEMENT**

The management of the City of Dover Electric Department and the direction of all departmental 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 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 operations, 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.

### **4. UNION 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.

### **5. NOTICE BETWEEN THE UNION AND THE CITY**

Notices hereunder shall be deemed to have been adequately given if served by certified mail upon the persons named below at the address indicated unless otherwise notified in writing.

Notice to the Union shall be addressed to:  
IBEW- Local 1238  
410 Larch Circle  
Wilmington DE 19804

Notice to the City shall be addressed to:  
City Manager  
City of Dover, P.O. Box 475  
Dover, Delaware 19903-0475

## **6. JOB POSTING, BID PROCEDURE AND SENIORITY**

Section 1. When the City determines to fill vacancies in any of the represented positions, the City agrees to post such vacancies in accordance with the City Policy. The Human Resources Director, or his/her designee shall forward copies of the postings to the Union Business Manager.

For entry level positions, (for example, Electrician I, Electric Meter Technician I, etc.) the City will recruit following the City Policy. For recruitments considered progression, (for example, Groundworker to Lineman 3<sup>rd</sup> Class or Substation Technician II to Substation Technician Crew Leader) recruitment will be conducted internally to current members of the unit.

Section 3. When a current member is the successful bidder into another position, he or she shall be transferred no later than six (6) weeks after notification of their acceptance. Their wage progression shall commence on the first day of actual transfer.

Section 4. An employee who is promoted shall be given a reasonable trial period, not to exceed six (6) months in which it shall be determined whether or not they can meet, or in the opinion of the City, can be reasonably expected to meet the job requirements.

During this period, they shall receive adequate instruction and training on the job, and will be regularly appraised in an informal manner of their progress. Any employee failing to meet the job requirements within this period shall be reassigned to their original classification from which they were promoted and shall immediately resume their wage rate and seniority they would have been entitled to if they had never left.

Before any reassignment is made or if problems should occur, the division head shall discuss the matter with the employee and the Union Steward if the employee so desires. Any employee who may have been promoted, hired, or transferred as a result of the vacancy of the original job, may be demoted, terminated (if hired as a result of the original posting) or transferred back to their original classification and shall resume their wage rate and seniority they would have been entitled to if they had never left or been hired.

Section 5. While it is the intent of the City to maintain employees in their assigned classifications, the City may find it necessary to temporarily transfer employees to other positions to assure the orderly performance and continuity of municipal service.

Temporary transfers may be required for the following:

1. A position is vacant and is scheduled to be filled.
2. A position is temporarily vacant because of extended sick leave, workers compensation injury, or other extended leave.
3. Short term changes in the balance of the number of workers required in each classification in order to meet customer expectations and equipment needs.

An employee temporarily assigned to an equal or lower classification shall receive their normal rate of pay while so assigned.

An employee temporarily transferred to a higher classification will receive a temporary upgrade of at least 5% in pay after 30 continuous days or 45 days in any 90-day period. Should there be another occasion of an upgrade to the same classification in a 12-month period, the temporary upgrade in pay will take place after 10 days.

Section 6. During assignments to other classifications for the purpose of familiarization and training for the potential of future promotions, the employee's rate of pay shall remain unchanged.

## **7. HOURS OF WORK**

Section 1. The basic work week shall consist of five (5) days per week from Monday through Friday inclusive. Eight hours per day and forty hours per week shall constitute the normal work week. While it is the intent of the City to maintain a normal schedule of weekly employment, this statement shall not be considered a guarantee of any minimum hours of work, or as a limitation of the number of hours which the city may reasonably require an employee to work if the conditions necessitate additional hours of work.

Nothing contained herein shall be construed as preventing the restructuring of the normal work day or work week as deemed necessary to provide service. This may include flex hours for an individual or ten-hour day, four days per week, with consecutive days off work. Except in emergency cases, should such changes be necessary, the City agrees to meet and discuss with the Union any changes in the work schedules of employees prior to implementation.

Section 2. A Shift employee is hereby jointly defined as an employee who works at a job which is operated on a rotating twenty-four (24) hour per day, seven day a week basis, including holidays.

A scheduled employee is defined as one who is assigned to work of a regular or recurring nature requiring in varying degrees work during the day or night which may include Saturdays, Sundays, and holidays.

All other employees not included under the definition of shift and scheduled employee as described above are assigned to work daytime hours on Monday through Friday, inclusive.

Section 3. A part-time employee is hereby defined as an employee who is scheduled to work twenty (20) hours or more per week, but less than the basic work week.

A temporary employee is defined as one who is employed with the understanding that their employment is for a limited period of time, not to exceed six (6) months. This period may be extended by mutual agreement between the City and the Union. If a temporary employee is hired as a probationary employee, their seniority shall date from the time that they begin probationary employment with the City. The use of part-time or temporary employees shall not cause a reduction in the basic work week for full time employees.

Section 4. In the event that it becomes necessary to fill scheduled positions in a classification, the City agrees to offer the scheduled positions to all qualified employees by seniority. If the City is unable to obtain the necessary number of employees voluntarily to fill scheduled positions, assignment of qualified employees shall be by inverse order of seniority.

The number of scheduled employees and the number of scheduled employees assigned to work on Sundays and holidays shall be kept to a minimum.

It is understood and agreed that employees who are not hired as shift employees as described herein, shall not be made shift employees unless mutually agreed to by the City and the Union. Should it be determined that there is no other reasonable alternative, the same provisions above filling scheduled positions shall apply.

Section 5. It is not the intent to require an employee to work more than 16 hours without an 8-hour rest period, provided relief is available.

Section 6. An employee in the T & D Division on standby assignment shall be provided an appropriate vehicle to take home during their standby assignment, within accepted current practices and areas.

**8. OVERTIME**

The City shall provide additional compensation to employees for hours worked in excess of the regularly scheduled working hours, if the employees are on the hourly or office payroll. Eligible employees shall be paid time and one-half (1 1/2) their regular straight time rate for hours worked in excess of eight (8) hours in the same work day or forty (40) hours in the same work week. 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 overtime.)

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 (1 1/2) in addition to the 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 and the employee’s time record must be initialed by the Department Manager prior to being submitted to the payroll department.

**9. HOLIDAYS/PERSONAL DAYS**

A. Holidays

The following days shall be considered to be paid holidays;

- |                  |                  |
|------------------|------------------|
| New Year’s Day   | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |

When a holiday falls on a Saturday, a paid holiday is granted on Friday; when a holiday falls on a Sunday, a paid holiday is granted on Monday. All permanent employees shall receive a normal day’s pay for each of the recognized holidays effective with their hire date even when they do not work on such holidays.

Employees who are required to work on a holiday shall receive holiday pay plus pay at one and one-half (1 1/2) 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 regularly scheduled work day before and after the holiday, or have been on an excused paid absence. Holidays are counted as hours worked for payroll purposes.

B. Personal Days

Full time employees, who are on the payroll on January 1 of each year, shall be credited with six (6) personal days.

Newly hired probationary full-time employees will receive personal days at the rate of one-half (1/2) day per month for the remainder of the calendar year of the first year of their employment. Personal time may be



taken as earned or carried over into the next calendar year only during this first year of employment. The month in which the employee is hired shall count toward calculating the number of months remaining in the calendar year providing the employee was hired prior to the sixteenth (16<sup>th</sup>) of the month.

Personal days shall be requested at least forty-eight (48) hours in advance, except in the case of an emergency, and are subject to the reasonable scheduling needs of the City.

Except as provided above for newly hired probationary full-time employees, personal days cannot be carried over to the following year. In addition, personal time cannot be used as terminal leave, nor sold back to the City as unused leave.

**10. VACATION**

Vacation shall be granted as follows:

6 months to 6 years*	1 ¼ day per completed month (15 days per year)
6 years to 12 years	1 ¾ days per completed month (21 days per year)
12 years to 20 years	2 days per completed month (24 days per year)
20 years and over	2 ¼ days per completed month (27days per year)

*\*Upon successful completion of six months of employment, an employee shall be credited with six days vacation time; after which vacation shall be accrued per the above schedule.*

For the purposes of this section a completed month is any month an employee works or is on leave with pay at least half the work days.

An employee may not carry over more than one year’s accumulated vacation time to the next calendar year.

Methods of requesting and computing vacation pay, accumulation and carry over of vacation days, severance pay, City recognized holidays during vacation, leaves of absences and termination shall be as currently in effect and described in the City master vacation plan. All vacations shall be scheduled with due consideration being given to the employee’s personal desires, length of service, the efficient operation of the Electric Department and the Supervisor’s approval.

**11. SICK LEAVE/ ATTENDANCE BONUS**

A. Sick leave shall be the same as established by Article 19 of the CBA except otherwise provided herein. Sick leave shall be accumulated at the rate of one (1) day per month January through November or eleven (11) days per completed year of service for full time permanent and probationary employees. Employees are permitted an unlimited accrual of sick leave. Sick leave shall be granted to employees for the well-care of immediate family residing in the employee’s principal place of residence. This use of sick leave may require verification by the City from the first hour used as deemed appropriate by the

Department Head. In expanding the reasons for the use of sick time, the City has not changed its standards for attendance at work. Excessive absenteeism, tardiness, or the abuse of sick leave will continue to be just cause for progressive disciplinary action.

B. For the purpose of this section, sick leave shall be earned in any month when an employee shall have worked or shall have been on leave with pay for at least one-half (1/2) the workdays.

## **12. 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 maybe granted up to three (3) working days leave with pay. If the funeral is more than four hundred (400) miles from the City of Dover, 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 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.

## **13. 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 group life, accidental death and dismemberment, and off-the-job accident and sickness insurance policies are provided by the insurance carrier. The insurance carrier is responsible for all decisions and management of the plans.

#### **14. HEALTH CARE INSURANCE PAYMENTS**

A. The City hereby has the authority to change the insurance carrier, after discussion with the Union, provided such change results in a plan of equal or better benefits. The City has the final decision of insurance carrier and plan design.

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%.

Effective July 1, 2014, employees will be responsible for 15% of the total monthly health care premium, regardless of plan or tier (individual, child(ren), spouse, family) selection. The City will contribute 85% towards the total monthly health care premium regardless of plan or tier (individual, child(ren), spouse, family) selection.

For employees hired on or after July 1, 2014, the City will contribute 80% towards the total monthly health care premium, regardless of plan or tier (individual, child(ren), spouse, family) selection. The employee will be responsible for the remaining 20% of the total monthly health care premium.

B. Dental Plan: The City agrees to sponsor an optional, employee paid, group dental plan.

C. Eye Care Plan: The City will provide a \$10 deductible eye care plan for employees. This will be an insured plan and is subject to the terms of the plan sponsor. This benefit is available to all IBEW full time employees. 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.

#### **15. RETIREMENT HEALTH CARE**

The City shall provide retirement health coverage for those employees who retire directly from the City with unreduced pension payments subject to the following:

For the City employee/retiree hired before July 1, 2014, the City will pay 100% of the individual retiree premium. For the City employee/retiree hired on or after July 1, 2014, the City will pay 80% of the individual retiree monthly premium. The employee/retiree will pay the remaining 20% of the individual monthly premium.

For retirees whose start date is prior to July 1, 1986, the City will pay 75% of the cost of insurance for dependents.

For those employees/retirees whose start date is July 1, 1986 or after, the City shall not pay any amount of dependent insurance. However, upon retirement these employees may purchase dependent coverage under the City's plan at group rates at their own expense.

A person who enrolls in the 401 pension option will have the same retirement health care and terminal leave options as granted to employees in the regular retirement plan.

**16. NO DISCRIMINATION**

The parties to this Agreement agree that they shall not discriminate against any person because of race, color, religion, gender, sexual orientation, marital status, genetic information, age, national origin or status as disabled employee as described by the Americans with Disabilities Act, or as a Veteran. Furthermore, there shall be no discrimination, interference, restraint, or coercion by the City or any of its agents against any employee because of their membership in the Union or because of any lawful activities on behalf of the Union and such persons shall receive the full protection of this Agreement.

**17. DURATION OF AGREEMENT**

This Agreement, subject to the approval of the IBEW International President, shall not be limited nor qualified unless by mutual written consent and shall become effective on July 1, 2017 unless approved later by City Council. The Council deliberations shall take place only after this Agreement has been finally approved by the Union. IBEW and City Council must approve the agreement. Further, this agreement shall continue in effect until the agreed upon expiration date, which is June 30, 2020, and from year to year thereafter unless either party notifies the other of its desire to amend or terminate the Agreement not less than sixty (60) days and no more than one hundred eighty (180) days prior to the contract expiration date.

Changes in this Agreement may be made at any time by mutual written consent.

**18. CONTRACTING OUT**

If the City finds that it should be necessary to employ outside contractors for work of the type customarily performed by the employees of the City, no such work will be contracted out if it results in the loss of regular employment for the City employees who customarily do this work. The City agrees to inform the Union when it is soliciting such contracts by sealed bid.

## **19. PERSONNEL RULES**

The personnel rules listed below shall become part of this Agreement and shall remain unchanged for the life of this Agreement. Wherever the specifics of this contract and the personnel rules would appear to be in conflict, the contract language shall apply.

1. Pay rates in promotion, demotion, transfer, reclassification and upgrading
2. On call pay will be modified herein: The minimum two hour “call-out” pay shall not apply if an employee is called into work within one (1) hour before the employee’s normal starting time and the employee continues working into the normal shift. In this situation, the employee shall only receive one hour on-call compensation.
3. Call back pay
4. Outside employment
5. Incompatible activities
6. Effect of Work on Holidays or Unscheduled Workdays on Other Types of Leave
7. Vacation Leave
8. Vacation leave – Final Pay and Repayment of Vacation Leave
9. Vacation Leave – Payment of Accumulated Vacation Leave upon Death
10. Sick Leave – Physician’s Certificate
11. Sick Leave – Retirement Credit for Accumulated Sick Leave

Terminal Leave will be modified herein: Employees as of October 31, 2013 whose sick time balance exceeds 800 hours, will be paid for the hours in excess of 800 hours up to a maximum payment of 400 hours at the October 31, 2013 rate of pay. Payment will be made one month from ratification of the contract by the IBEW and approval by the City Council, or one month from contract signing, whichever occurs earliest.

Employees hired before July 1, 2013 will be permitted to sell back up to 100 days of sick leave upon retirement.

Employees hired on or after July 1, 2013 will be permitted to sell back up to 75 days of sick leave upon retirement.

12. Sick Leave Termination
13. Limited Leave Without Pay - Policy
14. Extended Leave Without Pay –Policy
15. Extended Leave Without Pay – Retention and Continuation of Benefits
16. Worker’s Compensation Leave
17. Terminal Leave will be modified herein: Employees hired before July 1, 2013 will be permitted to use up to 100 days of sick leave for terminal leave. Employees hired on or after July 1, 2013 will be

permitted to use up to 75 days of sick leave for terminal leave. During terminal leave, holidays are not recognized. An employee will be required to use accumulated leave for the holiday.

18. Military Leave
19. Civil Leave
20. Limited Education Leave With Pay
21. Extended Education Leave With Pay
22. Insurance Benefits
23. Retirement Benefits
24. Worker's Compensation Benefits
25. Substance Abuse Policy
26. Longevity Pay (where appropriate)
27. Reinstatement
28. Disability (Article XVII Section 1(d) of the handbook)

If the City changes any of the remaining Personnel Rules, it shall provide adequate advance written notice to the Union.

All hours will be recorded in fifteen (15) minute increments once all of the City of Dover employee organizations agree to this change.

## **20. GRIEVANCE PROCEDURE:**

Section 1. A grievance is hereby defined as a controversy, complaint, interpretation of, or dispute of the expressed terms or provisions of this agreement. Should any grievances arise between the City and the Union or its members, both parties shall endeavor to settle same in the simplest and most direct manner.

- a) First Step- A grievance shall be filed with the City in writing stating the issue in dispute, section of the agreement violated, and the name of the grievant within fifteen (15) working days from the date the aggrieved employee and/or the Union had become aware of or had knowledge of the alleged violation in dispute. A six (6) month time limit shall apply in the case of an alleged wage violation. The procedure shall be as follows unless any step, with exception of the Fifth Step, is waived or combined by mutual consent.

The Union steward and the aggrieved employee shall take up the grievance with the aggrieved employee's immediate supervisor. If the Union is dissatisfied with the immediate supervisor's decision, which shall be rendered in writing within five (5) days, then the grievance shall be submitted to the employee's division head for the Second Step within fifteen (15) working days of the immediate supervisor's decision.

- b) Second Step- To be held between the Grievance Committee of the local Union, not to exceed three (3) members, one of which must be the grievant, and the Business Manager or his designee, and the employee's division head and the employee's immediate supervisor within ten (10) working days of the City's notification of the First Step appeal from the Union. The division head will render a written decision within ten (10) working days of the Second Step meeting date to the grievant, Shop Steward, and the Business Manager. If the Union is dissatisfied with the decision, the issue shall be referred to the Electric Director for the Third Step within fifteen (15) working days following the receipt of the division head's written decision.
- c) Third Step- To be held between the Grievance Committee of the local Union, not to exceed three (3) members, one of which must be the grievant, and the Business Manager or his designee, the employee's immediate supervisor and/or division head, and the Electric Director or his designee within ten (10) working days of the City's notification of the Second Step appeal from the Union. If a designee is utilized by the Electric Director, he or she cannot have been a member of the City Committee at a prior step. The city will render a written decision within ten (10) working days of the Third Step meeting date to the grievant, Shop Steward, and the Business Manager.
- d) If the Union is dissatisfied with the City's decision, the grievance shall be submitted to the City Manager for the Fourth Step within fifteen (15) working days following the Union's receipt of the City's written decision.
- e) Fourth Step - To be held between the Grievance Committee of the local Union, not to exceed three (3) members, one of which may be the grievant if he/she so chooses, and the Business Manager, or his designee, and the City Committee, including the City Manager, and any additional persons deemed by the City Manager to be necessary to effectuate a resolution of the grievances. An International Representative of the IBEW may also be present. The Fourth Step shall be held within twenty (20) working days of the City being notified of the Third Step appeal by the Union. The City Manager shall render a written decision within ten (10) working days of the Fourth Step meeting date, and communicate it to the Business Manager, Shop Steward, and Grievant.

- f) Fifth Step – If the Union is dissatisfied with the City Manager’s decision, it may submit the grievance to the Federal Mediation and Conciliation Service (F.M.C.S.) within ten (10) working days of the completion of Step Four. Any grievance submitted to the F.M.C.S. but shall not be legally binding on the parties to this Agreement.
- g) Each party shall be responsible for any costs of witnesses, attorneys, or other persons who may attend the proceeding.
- h) Sixth Step – After the foregoing procedures have been carried out, it is understood that the aggrieved party/Union shall have the right to submit the controversy to a court of competent jurisdiction. \

Section 2. All meetings referred to in Steps 2, 3, 4 and 5 shall be scheduled during normal business hours (7 A.M. to 5 P.M. Monday through Friday.) Grievances presented during normal working hours shall not exceed one (1) hour duration. Should a grievance need to be presented on an employee(s) shift outside of the normal working hours of the City, the employee(s) shall not lose pay. Forms used for the processing of grievances shall be provided by the Union and approved by the City.

Section 3. Should an employee be suspended or discharged, he shall be entitled to a hearing, starting with the Third Step as described above, and the case shall be processed promptly.

Section 4. The time periods set forth in Section 1 above are of the essence of this agreement and are essential to the proper handling and settlement of grievances. Therefore, these time limits can be extended only by a written agreement between the City and the Union. A grievance that is not timely filed in accordance with the time limits set forth in Steps 1 through 5, shall be considered void.

If the City fails to respond in accordance with the time limits set forth in Steps 1 through 5, the Union may appeal it to the next step.

## **21. REDUCTION IN FORCE**

In the event that it becomes necessary to layoff forces in any classification, seniority shall govern. The City shall notify the Union Business Manager of reasons, in writing, with at least two (2) weeks’ notice prior to laying-off regular employees. Starting in the classifications in which the surplus exists, layoffs will begin with those employees having the least seniority. In the events that the city finds it necessary to reduce forces, the following shall apply:

- a) The City has the sole right to determine if a vacancy exists in any other department or if additional personnel are needed or can be efficiently occupied, and the designation and classification of the job to which an employee can be transferred.
- b) The Union agrees to waive the posting procedure and will oppose no reasonable transfer of an employee from the curtailed department to another department.
- c) The transferred employee shall be given reasonable and sufficient instructions and training in which to qualify for a job.
- d) During the qualifying period, the employee will be reviewed, counseled and instructed of their progress in the job.



- e) Should the employee fail to meet the requirements of the job and disqualify, he shall be reassigned to the classification from which he was transferred for further personnel disposition.
- f) The employee shall assume the rate of pay for the job to which transferred.
- 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 (1) year period, due to lack of work, shall be offered the jobs before they are filled by promotion or transfer of employees with less seniority, or by the 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 the notification shall be forwarded to the Union Business Manager. The City shall be notified within five (5) 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 (3) weeks after the receipt of the notice. Should the employee fail to respond or report, they will be dropped from the City employment rolls.

## **22. SENIORITY**

Seniority is defined as the length of continuous service with the City beginning with the date of last continuous employment with the City, and shall not be interrupted by layoffs of one (1) year or less, authorized leaves of absence, or absences due to military service, sickness or accident. When employees have equal seniority, the employee with the lowest employee identification number shall be senior.

All new employees, except those returning under the first paragraph of this section, shall be considered probationary employees and must complete a probationary period of six (6) months.

Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Such an employee shall have no seniority rights during this probationary period. And may be disciplined or terminated during this period at sole discretion of the City and not subject to the grievance procedure. The rate of pay during such probationary employment shall not be less than the minimum rate of pay for the employee's classification in the wage schedule.

## **23. REST PERIODS (BREAK)**

Section 1. The City authorizes two fifteen-minute breaks per normal workday in addition to lunch hour or lunch one half-hour, depending upon the area worked in. These fifteen-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 lunch period.

Section 2. Employees who have worked overtime shall not be given time off without pay on regularly scheduled workdays to equalize overtime.

An employee who has worked more than sixteen (16) hours without rest shall be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into his/her scheduled basic five (5) day workweek, he/she shall lose no time thereby.

When an employee is called out and works three (3) or more hours of the eight (8) hour period immediately preceding his/her regularly scheduled starting time, or if an employee worked a scheduled period of time of three (3) hours or greater of the eight (8) hour period prior to the start of their regularly scheduled time, he/she shall be allowed a rest period at the beginning of his/her regularly scheduled workday equal to the hours worked in the eight (8) hour period. The employee will suffer no loss of pay for the above rest period. Should the time worked continue straight through to the starting time of his/her scheduled day, the rest period shall be scheduled for the end of the day.

## **24. STRIKE CLAUSE**

It is agreed that during the term of this Agreement neither the Union, its officers, or its members shall instigate, call, sanction, condone or participate in any strike, slow-down, picket, stoppage of work, boycott, willful interference with production, transportation or distribution against the City. The foregoing shall not be applied in such manner as to infringe on employees' rights of free speech and assembly.

Any employees participating in the foregoing practice will be subject to discipline, the discipline may include discharge. The previous sentence is recited in this Agreement at the City's request and it is not intended by the Union to abandon any rights to assert a grievance in any particular case in which the City were to invoke such disciplinary action.

## **25. UNION DUES**

Section 1. Employees with seniority dates prior to December 14, 1992 may choose to pay or not pay dues. Employees with seniority dates on or after December 14, 1992 shall, as a condition of employment, and after the thirty-first (31<sup>st</sup>) day of employment, be required to become a member of the Union or pay fair share fee as detailed here or in Section 2. The City shall deduct the amount as designated by the Union upon receipt of a signed authorization card or fair share agreement. The City shall forward the amount deducted monthly to the Financial Secretary of the Union no later than the seventh (7<sup>th</sup>) day of each calendar month following the month of the deduction.

Section 2. Fair Share Employees hired on or after December 14, 1992 who are not members of the Union shall, commencing thirty-one (31) days after their employment, pay a fair share fee to the Union collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the Union.

Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments.

The Union shall periodically submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this

Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of the fair share fee.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 S. Ct. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of the expenses, as well as verification of the same by an independent auditor.
2. Advise fair share payors of an expeditious and impartial decision-making process whereby fair share payors can object to the amount of fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objection raised by fair share fee payors to the amount of the fair share fee.
4. The above procedures shall be in accordance with the IBEW "Agency Fee Payor Objection Plan" as approved by the U.S. Department of Labor, in compliance with the U.S. Supreme Court requirements of the most recent Beck decision.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance procedures set forth in this Agreement

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations and the payment shall be made to said organization.

Section 3 Union Indemnification. The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary and otherwise) and for all reasonable legal costs that shall arise out of or by reason of actions taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee and such amount (not to exceed two months' dues.)

## **26. DISCIPLINE**

The City agrees with the tenets of progressive and corrective discipline, including "just cause" where appropriate. An employee may be disciplined by oral warning, warning slip, suspended, demoted or dismissed based on serious or frequency of an infraction of "failure in performance of duties" or "failure in personal conduct" as each is currently defined in the employee handbook.

An employee who is disciplined under "failure in performance of duties" who corrects the behavior leading to the discipline and there is no subsequent discipline for a period of 48 months the previous discipline shall become null and void and the disciplinary procedure shall start over again in the event of a further infraction. Discipline for "failure in personal conduct" remains active.

The Union Steward shall be notified of the reason for disciplinary action, demotion or discharge of employees. Any objection shall be handled through the grievance procedure as described herein.

**27. SALARIES**

The salary table shall be modified as follows:

- Effective July 1, 2020            A 4% general wage increase will be applied to each step the July 1, 2019 – June 30, 2020 salary table. (Appendix A)
- Effective July 1, 2021            A 3.5% general wage increase will be applied to each step of the salary table expiring on June 30, 2021 (Appendix B)
- Effective July 1, 2022            A 3.5% general wage increase will be applied to each step of the salary table expiring on June 30, 2022 (Appendix C)

At time of approval of the contract, active employees receive \$305 per month for all full months worked between July 1, 2020 until June 30, 2021. Employees who voluntarily or involuntarily terminated/resigned their employment during that period will not be eligible for the \$305 per month. Employees who retired from the city during that period would be eligible for the \$305 per month for the months (full months) they were employed during that period. The payment will be considered pensionable for active employees.

*(Reference October 15, 2008 letter to Paul Simon from the Human Resources Department)*

The following clarifies movement within the salary table.

All active members of the IBEW on record as of June 30 of each year of the labor agreement will advance to the next step on July 1 of each year of the contract. For members who are in progression groupings, upon reaching the appropriate time in position will advance in grade and retain their step.

Example:

<b>Lineman</b>	<b>Grade</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>
Groundworker I	10	12 months	\$15.61	\$16.08	\$16.64
Groundworker II	14	thereafter	\$18.53	\$19.09	\$19.76

Hired or bid into position of Groundworker on January 2, 2013 at Step A \$15.61. On July 1, 2013 advances to Step B \$16.08 same position and grade. On January 2, 2014 (one year anniversary) advances to Groundworker II, Grade 14 Step B \$19.09. On July 1, 2014 advances to Step C \$19.76 same position and grade.

The progression from Groundworker to Third Class Lineman, and from Third Class Lineman to Second Class Lineman will be automatic, after certification. If, after four years as a Groundworker or Third Class Lineman, an employee has not advanced, the assumption would be that they are not going to progress and there would be need to find them different employment or let them go unless there is a special circumstances. These special circumstances would include major health, or family issues.

Newly hired employees will be hired at Step A. Current IBEW members who successfully bid on positions outside of their position grouping will be placed at Step A. Position groupings are indicated in bold in Appendix A of the labor agreement. For example, Electrician and Utility Locator.

To ensure that the City has a competent work force, the City continues to reserve the right to hire or transfer employees who elect to bid out of their grouping to any created step within the contract.

**28. SHIFT DIFFERENTIAL PAY**

Shift differential pay shall be granted to all personnel who work a permanently assigned full rotating shift.

Shift differential shall also be granted to any full-time regular employee assigned to work the evening or night shift for an extended period exceeding a two week period. Periodic and/or occasional evening or night shift assignment or off shift work by regular or part time employees does not qualify for shift differential pay.

Shift differential pay shall be paid at \$1.35/hr for all hours worked after the normal day shift.

If the City decides to institute a Sunday or full rotating shift during the terms of this Agreement, the parties shall meet to establish shift differential for said shifts. If no mutual agreement is reached, the Union may grieve the issue.

**29. VACATION SELL BACK**

A regular employee may, during the month of November, sell back to the City unused vacation in accordance with the following schedule:

**REGULAR FULL-TIME EMPLOYEES**

Number of Vacation Days Earned Per Year	Number of Days Eligible to Sell Back
15	5
21	5
24	10
27	10

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

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.

Upon issuance of payment in November 2017, vacation sell back will no longer be available to employees.

### **30. COST OF LIVING INCREMENT**

Effective December 31, 1982, the policy covering cost of living raises as described on page 11 of the Employee Handbook dated July 11, 1976 and amended July 1, 1980 shall no longer apply to the Association of Electric Department Employees Bargaining Unit Members.

As a result of the above policy change, employees hired prior to July 1, 1980 continue to receive a single ten (10) cent cost of living adjustment which was added to their hourly wage on January 1, 1982. Effective June 30, 1986, this one time ten cent (.10) cost of living supplement shall be eliminated from the wages of these employees.

### **31. SAFETY**

A. In order to have a safe place to work, the City shall not require an employee to work in situations which would subject the employees or others to imminent risk of serious bodily harm. All such employees shall comply with all safety rules and regulations established by the City.

B. If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe condition, equipment or unsafe work habits of others, he shall inform his supervisor before proceeding with the job. The supervisor shall be responsible to determine what action or equipment, if any, is necessary to make the job safe or the job shall be shut down. If unsure about the safety criteria the supervisor may involve others in the job analysis before rendering the decision.

### **32. SAFETY EQUIPMENT AND CLOTHING**

Section 1 (Safety Shoes): A. The City shall provide an annual cash reimbursement of \$150.00 for replacement safety shoes by employees in classifications which require the wearing of safety shoes. Employees in the lineman classifications shall be provided an annual cash reimbursement of \$200.00. Payment amount will be based on the employee's position at the time of reimbursement. Only one reimbursement is available to each employee per fiscal year. In the classifications which require safety shoes, the wearing of proper safety equipment is a condition of employment. Persons who report to work without proper footwear will be sent home without pay.

B. Such reimbursement will be paid on a monthly basis to all active employees who were in the effected classification as of December 30<sup>th</sup> of the prior year, and who remain active and in an affected classification at the time of payment. Proof of purchase must be provided to receive reimbursement. Proof of purchase shall be, at a minimum, a detailed payment receipt clearly indicating the item purchased as well as payment information. Additional payment support is subject to IRS guidelines. Proof of purchase is to be provided to the Administrative Assistant within the Electric department by the last Wednesday of the month. Reimbursement will be issued by the City's Accounts Payable department the following week.

C. 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. The replacement boots will be of a similar brand and value, and the employee will not be sent home without pay while replacement boots are being secured.

Section 2 (Safety Glasses):

The City shall provide one pair of prescription safety glasses per year at no cost to the employee, provided that the cost of the glasses does not exceed \$150 per pair. The City will reimburse the employee with proper receipt of purchase.

Section 3 (FR Clothing):

A. The City shall provide new participants in the program with an initial start-up allotment of \$1,200. An annual allotment of \$700 will be available to participants (except for employees on terminal leave) on July 1 of every year thereafter.

B. The City shall have discretion to determine what FR Clothing is provided to probationary employees.

**33. WEATHER EMERGENCY (Any past practice will no longer be followed)**

For City Emergency: When the City Manager declares a weather emergency for Dover and closes the City administrative offices, then those IBEW employees required to report to work or to continue working under the City's inclement weather policy will be compensated with time off on an hour-for-hour basis for each hour they actually work while City offices are closed two or more hours during the normal work week (Monday-Friday.) Furthermore, the City shall not pay overtime to obtain the necessary staffing level to cover any position under this weather emergency policy.

For State of Emergency: When the City Manager declares a weather emergency for Dover and closes the City administrative offices and the Governor of Delaware declares a State of Emergency for the Dover area, then those IBEW employees required to report to work or to continue working under the City's inclement weather policy will receive monetary compensation at overtime rate for each hour they actually work while City offices are closed two or more hours during the normal work week (Monday-Friday.) Furthermore, the City shall not pay overtime to obtain the necessary staffing level to cover any position under this weather emergency policy.

The City Manager will establish the time period for the weather emergency.

### **34. GPS**

Should the City decide to implement GPS units in fleet vehicles, any data collected will not be used for disciplinary purposes, and information obtained via GPS that raises a question as to whether a bargaining unit member has violated any personnel policy will only be utilized to show such violation if the fact of the violation is verified and corroborated by other independent and credible sources of information.

### **35. MATTERS NOT EXPRESSLY COVERED**

This Agreement shall govern all matters concerning which it makes provision. All other matters shall be as provided for in the Employee Handbook.

### **36. SEVERABILITY**

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.

### **37. 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 lesser amount is obtained.

### **38. SUCCESSOR CLAUSE**

The City of Dover shall stipulate as a condition of any sale of City facilities covered by this Agreement shall recognize and accept this Agreement and Local Union 1238- IBEW as the exclusive bargaining representative for the covered employees. Any sale of the City of Dover Electric Department shall stipulate that the employees shall keep their accrued benefits as part of the terms of the sale. The sale of City facilities to any other organization shall be subject to all Delaware Labor Law, especially Title 19 Chapter 706.



### **39. ZIPPER CLAUSE**

This written agreement is the complete agreement of the parties, neither party may require the other to open this agreement for renegotiation. Consistent with Article 17 however, changes may be made by mutual written consent.

### **40. DIRECT DEPOSIT**

All members of IBEW 1238 are required to have direct deposit for their entire paycheck.

### **41. MOTOR VEHICLE RECORD POLICY**

In keeping with the City or Dover's Vision of a clean, safe community where people want to live, it is important that all our employees who operate motor vehicles do so in a safe and responsible way. Vehicle operations create substantial risk to the City and its citizens. Therefore, a best practice for reducing risk is to ensure only safe drivers are allowed to operate City vehicles. Evaluating an employee's motor vehicle record (MVR) has long been a recognized component of a driver screening process. The following constitutes our MVR policy.

Any staff member who operates a vehicle for business is subject to the MVR Policy. This includes all staff operating city owned vehicles, personal vehicles for business purposes, or rental cars, only when rented for business purposes.

- All drivers must have a valid driver's license of the proper class and appropriate endorsements where necessary.
- Drivers must not drive and immediately notify their supervisor or Human Resources if their license has been suspended or revoked.
- Drivers must report all accidents and moving vehicle violations in any jurisdiction, including those received operating non-City owned vehicles used for business purposes to their supervisor or Human Resources.
- Employees using their personal vehicle for city business, must provide proof of insurance coverage with the appropriate amount of coverage.

This policy is effective August 10, 2021 for new hires; however, current City employees will be phased-in to this policy over the next two (2) years, (August 10, 2021 – August 9, 2023) to allow ample time to address current violations that may be on the MVR. During the phasing-in period, current employee MVR's will be reviewed and addressed with the employee by the employee's supervisor. During the phase in period, for those employees with a score of up to eleven points, no formal action will be taken however the conversation regarding the employee's MVR will be documented and placed into the employee's personnel file. Employees who have 12 or more points will be issued a written warning rather than a one (1) day suspension, required to provide documentation of their successful completion of a behavior

modification/attitudinal driving course and may incur the loss of city driving privileges. The employee will be placed on driver probation when points are 12 or more. After the two (2) year period of phasing-in has expired, employee's MVR will be obtained and scored according to the Profile Points/Risk Category.

Prior to any employee driving a city vehicle, using their personal vehicle for business related purposes or driving a rental car for city relate business, Human Resources must be notified. Notification is to be received no later than 48 hours for Delaware Residents and seven (7) days for out of state residents. Human Resources will provide this policy to the employee and obtain a copy of the employee's valid driver's license and MVR. The Human Resources Department will be responsible for conducting MVR reviews for all civilian employees and advising the employee's supervisor of any findings. The Police Department will assume the responsibility for police officers. MVRs for Delaware residents will be obtained through the Delaware Division of Motor Vehicle. For employees who resident in another state, the MVR will be obtained through a third party. If unattainable, the employee will be responsible for providing the MVR. MVR's will be reviewed for prospective employees after an offer of employment is accepted. This is considered a part of the new employee's background investigation. Existing employees MVR will be reviewed when employees need to drive for city related business. All employees that are subject to this policy will have their MVR reviewed no less than annually. The employee's record will be obtained during the month of the employee's birthday. MVR's will also be reviewed following any accident involving a City vehicle, a personal vehicle used for business purposes or a rental car used for business purposes. Drivers may be subject to more frequent reviews based on accumulated points and offense. The accumulation of 12 or more points on your MVR will result in revocation of city driving privileges and those whose job requires them to drive shall be subject to termination.

Employees with motor vehicle records which indicate revocation or suspension shall not be permitted to drive a city-owned vehicle or drive any vehicle in the performance of city duties, during the period of said revocation or suspension. Employees whose license has been revoked or suspended and whose position description requires the retention of a valid motor vehicle operator's license shall be subject to disciplinary action, including suspension or, in the case of revocation, up to termination.

**Driver Probation:** The employee will be placed on driver probation when points are 12 or more. The accumulation of 12 or more points on your MVR will result in revocation of city driving privileges and those whose job requires them to drive shall be subject to termination. Employees whom are placed on driver probation by the City of Dover will have their MVR reviewed at least quarterly. New violations discovered at periodic review may result in progressive discipline up to and including dismissal.

<b>PROFILE POINTS/RISK CATEGORY</b>	
<b>PROFILE POINTS/ RISK CATEGORY</b>	<b>CORRECTION ACTION GUIDELINES</b>
1 TO 3 <b>LOW RISK</b>	- Generally no action necessary
4 to 5 <b>MINOR RISK</b>	- Supervisor to discuss record and improvement with employee. Employee will be advised of responsibility to drive in a safe and courteous manner in accordance with defensive driving principles.
6 TO 7 <b>BORDERLINE RISK</b>	- Supervisor to discuss record and improvement with employee. - Verbal warning - Driver training – classroom defensive driving program. Driver to pay first \$50 of the training
8 TO 11 <b>MEDIUM RISK</b>	- Supervisor to discuss record and improvement with employee. - Written Warning - Possible loss of city vehicle, to be determined on an individual basis based on offenses. This is to include the use of city vehicle for on-call purposes.
12 OR MORE <b>HIGH RISK</b>	- Supervisor to advise employee that his or her driving record has resulted in “revoked driving privileges.” - One (1) day unpaid suspension - If the employee can no longer perform the essential functions of his or her position, or other job assignments are not an option, dismissal could result.

Employees enrolling and successfully completing the DUI first offender's program may retain their position, provided the individual agrees to random alcohol and/or drug testing at his or her cost as directed by the Human Resources Director. The City's Substance Abuse Policy as contained in the Personnel Policy shall apply. There must be another staff member able to drive and provide transportation for work related duties to the employee.

All drivers remain subject to the driving laws for the state of issuance and for the type of license held.

## **42 – 401a MONEY PURCHASE PLAN**

Effective December 26, 2021, all employees enrolled in the 401(a) Money Purchase Plan will be required to contribute a minimum of 6%. The City will match the employee's contributions up to 9%.

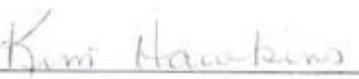
From November 1, 2021 through and including November 30, 2021, all employees enrolled in the 401(a) Money Purchase Plan will have the ability to change their contribution to the 457 plan thus effecting the City's matching contribution to the 401(a) Money Purchase Plan. All changes will become effective December 26, 2021.


Each May, during open enrollment, employees will have the opportunity to change their contribution to the 457 plan thus effecting the City's matching contribution to the 401(a) Money Purchase Plan. The change will be effective July 1 and irrevocable until the following July. Employee contributions cannot be below the minimum required employee contribution of 6%.

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:   
Matthew C. Harline, Interim City Manager

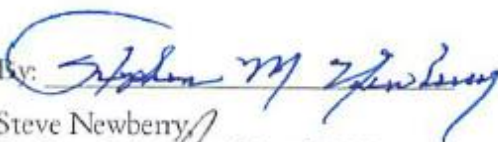
By:   
Kim Hawkins, Human Resources Director

By:   
Lori Peddicord, Controller/Treasurer

By:   
Paul Waddell, Electric Director

By:   
Kristina Deakins, Human Resources Coordinator

International Brotherhood of Electrical Workers  
- Local 1238

By:   
Steve Newberry  
Business Manager of Local 1238

By:   
Matt Espil

By:   
Brandon Pollitt

By:   
Steve Sapp

## MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to further clarify Article 33 of the Collective Bargaining Agreement between the City of Dover ("City") and the International Brotherhood of Electrical Workers Local 1238 ("IBEW") for the term of July 1, 2013 through June 30, 2017.

The City and the IBEW will work together to adopt an FR clothing program with Tyndale (or a comparable provider) that would allow employees to purchase FR clothing from the vendor under the following conditions:

- New participants in the program will be provided with an initial start-up allotment of \$1200
- Annual allotment of \$700 will be available to participants on January 1 of every year thereafter.
- Participants will be able to carry-over any unused allotment into the next year (carry over will not exceed annual allotment).
- Participants in the program will be responsible for routine cleaning of clothing, however, if clothing is damaged beyond repair while employee is at work, clothing will be replaced at no additional cost to employee.
- Should the participant wish to purchase additional approved clothing beyond the allotment, the participant may purchase such clothing at their own expense from the designated vendor.
- The vendor will provide fitting, replacement and repair services to the participants at no cost to them.
- City of Dover Logo and IBEW 1238 Logo will be on shirts, jackets, coveralls, and other such outer clothing.
- The Union will work with the City to set-up and maintain the FR program for IBEW City employees.

CITY OF DOVER

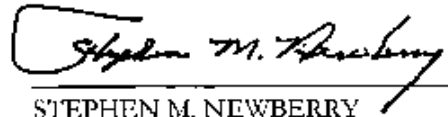


4/15/14

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GLENN C. MANDALAS

IBEW LOCAL 1238



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STEPHEN M. NEWBERRY

**Appendix A**  
**July 1, 2020 - June 30, 2021**

	<b>Grade</b>		<b>Step 1 (A)</b>	<b>Step 2 (B)</b>	<b>Step 3 (C)</b>	<b>Step 4 (D)</b>	<b>Step 5 (E)</b>
<b>Electrician</b>							
Electrician I	18	12 mo	\$28.56	\$29.49	\$30.60	\$31.44	\$32.32
Electrician II	20	until licensed	\$30.99	\$32.02	\$33.22	\$34.14	\$35.11
Licensed Electrician	21	thereafter	\$32.36	\$33.39	\$34.66	\$35.64	\$36.66
<b>Utility Locator</b>							
Utility Locator I	13	24 mo	\$23.36	\$24.11	\$25.00	\$25.68	\$26.40
Utility Locator II	14	24 mo	\$24.34	\$25.12	\$26.04	\$26.77	\$27.52
Utility Locator III	15	thereafter	\$25.30	\$26.12	\$27.09	\$27.84	\$28.62
<b>Electric Meter Technician</b>							
Electric Meter Technician I	16	thereafter	\$26.30	\$27.14	\$28.15	\$28.94	\$29.74
Electric Meter Technician II	19	thereafter	\$29.72	\$30.69	\$31.83	\$32.75	\$33.66
Electric Meter Technician Crew Leader	20		\$30.99	\$32.02	\$33.22	\$34.14	\$35.11
<b>Relay Technician</b>							
Substation Technician I	18	12 mo	\$28.56	\$29.49	\$30.60	\$31.44	\$32.32
Substation Technician II	19	thereafter	\$29.72	\$30.69	\$31.83	\$32.75	\$33.66
Substation Technician Crew Leader	20		\$30.99	\$32.02	\$33.22	\$34.14	\$35.11
<b>Engineering Fieldman</b>							
Engineering Fieldman I	21	12 mo	\$32.36	\$33.39	\$34.66	\$35.64	\$36.66
Engineering Fieldman II	22	thereafter	\$33.84	\$34.95	\$36.28	\$37.30	\$38.36
Engineering Fieldman Crew Leader	23		\$35.39	\$36.56	\$37.94	\$39.02	\$40.13
<b>System Operator</b>							
System Operator I	22	12 mo	\$33.84	\$34.95	\$36.28	\$37.30	\$38.36
System Operator II	23	thereafter	\$35.39	\$36.56	\$37.94	\$39.02	\$40.13
System Operator Crew Leader	24		\$36.93	\$38.16	\$39.60	\$40.74	\$41.89
<b>T&amp;D Engineering Coordinator</b>							
T&D Engineering Coordinator I	14	24 mo	\$24.34	\$25.12	\$26.04	\$26.77	\$27.52
T&D Engineering Coordinator II	15	24 mo	\$25.30	\$26.12	\$27.09	\$27.84	\$28.62
T&D Engineering Coordinator III	16	thereafter	\$26.30	\$27.14	\$28.15	\$28.94	\$29.74
<b>Electric Draftsman</b>							
Electric Draftsman I	17	24 mo	\$27.38	\$28.27	\$29.33	\$30.15	\$31.00
Electric Draftsman II	18	until qualified	\$28.56	\$29.49	\$30.60	\$31.44	\$32.32
Electric Draftsman III	19	thereafter	\$29.72	\$30.69	\$31.83	\$32.75	\$33.66
<b>SCADA Technician</b>							
SCADA Technician I	20	24 mo	\$30.99	\$32.02	\$33.22	\$34.14	\$35.11
SCADA Technician II	21	until qualified	\$32.36	\$33.39	\$34.66	\$35.64	\$36.66
SCADA Technician III	22	thereafter	\$33.84	\$34.95	\$36.28	\$37.30	\$38.36
<b>Lineman</b>							
Groundswoker I	10	12 mo	\$20.80	\$21.47	\$22.25	\$22.86	\$23.48
Groundswoker II	14	thereafter	\$24.34	\$25.12	\$26.04	\$26.77	\$27.52
Lineman 3rd Class I	17	12 mo	\$27.38	\$28.27	\$29.33	\$30.15	\$31.00
Lineman 3rd Class II	18	thereafter	\$28.56	\$29.49	\$30.60	\$31.44	\$32.32
Lineman 2nd Class I	20	12 mo	\$30.99	\$32.02	\$33.22	\$34.14	\$35.11
Lineman 2nd Class II	21	thereafter	\$32.36	\$33.39	\$34.66	\$35.64	\$36.66
Lineman 1st Class I	23	12 mo	\$35.39	\$36.56	\$37.94	\$39.02	\$40.13
Lineman 1st Class II	24	thereafter	\$36.93	\$38.16	\$39.60	\$40.74	\$41.89
Lineworker Crew Leader	25	thereafter	\$39.37	\$40.70	\$42.24	\$43.47	\$44.70

**Appendix B**  
**July 1, 2021 - June 30, 2022**

	<b>Grade</b>		<b>Step 1 (A)</b>	<b>Step 2 (B)</b>	<b>Step 3 (C)</b>	<b>Step 4 (D)</b>	<b>Step 5 (E)</b>
<b>Electrician</b>							
Electrician I	18	12 mo	\$29.56	\$30.53	\$31.67	\$32.54	\$33.45
Electrician II	20	until licensed	\$32.08	\$33.14	\$34.38	\$35.34	\$36.34
Licensed Electrician	21	thereafter	\$33.50	\$34.56	\$35.88	\$36.89	\$37.94
<b>Utility Locator</b>							
Utility Locator I	13	24 mo	\$24.18	\$24.95	\$25.88	\$26.58	\$27.32
Utility Locator II	14	24 mo	\$25.19	\$26.00	\$26.95	\$27.71	\$28.48
Utility Locator III	15	thereafter	\$26.19	\$27.04	\$28.04	\$28.82	\$29.62
<b>Electric Meter Technician</b>							
Electric Meter Technician I	16	thereafter	\$27.22	\$28.09	\$29.14	\$29.96	\$30.79
Electric Meter Technician II	19	thereafter	\$30.76	\$31.76	\$32.95	\$33.90	\$34.84
Electric Meter Technician Crew Leader	20		\$32.08	\$33.14	\$34.38	\$35.34	\$36.34
<b>Relay Technician</b>							
Substation Technician I	18	12 mo	\$29.56	\$30.53	\$31.67	\$32.54	\$33.45
Substation Technician II	19	thereafter	\$30.76	\$31.76	\$32.95	\$33.90	\$34.84
Substation Technician Crew Leader	20		\$32.08	\$33.14	\$34.38	\$35.34	\$36.34
<b>Engineering Fieldman</b>							
Engineering Fieldman I	21	12 mo	\$33.50	\$34.56	\$35.88	\$36.89	\$37.94
Engineering Fieldman II	22	thereafter	\$35.03	\$36.18	\$37.54	\$38.61	\$39.70
Engineering Fieldman Crew Leader	23		\$36.63	\$37.84	\$39.27	\$40.39	\$41.54
<b>System Operator</b>							
System Operator I	22	12 mo	\$35.03	\$36.18	\$37.54	\$38.61	\$39.70
System Operator II	23	thereafter	\$36.63	\$37.84	\$39.27	\$40.39	\$41.54
System Operator Crew Leader	24		\$38.22	\$39.49	\$40.99	\$42.16	\$43.36
<b>T&amp;D Engineering Coordinator</b>							
T&D Engineering Coordinator I	14	24 mo	\$25.19	\$26.00	\$26.95	\$27.71	\$28.48
T&D Engineering Coordinator II	15	24 mo	\$26.19	\$27.04	\$28.04	\$28.82	\$29.62
T&D Engineering Coordinator III	16	thereafter	\$27.22	\$28.09	\$29.14	\$29.96	\$30.79
<b>Electric Draftsman</b>							
Electric Draftsman I	17	24 mo	\$28.34	\$29.26	\$30.35	\$31.20	\$32.09
Electric Draftsman II	18	until qualified	\$29.56	\$30.53	\$31.67	\$32.54	\$33.45
Electric Draftsman III	19	thereafter	\$30.76	\$31.76	\$32.95	\$33.90	\$34.84
<b>SCADA Technician</b>							
SCADA Technician I	20	24 mo	\$32.08	\$33.14	\$34.38	\$35.34	\$36.34
SCADA Technician II	21	until qualified	\$33.50	\$34.56	\$35.88	\$36.89	\$37.94
SCADA Technician III	22	thereafter	\$35.03	\$36.18	\$37.54	\$38.61	\$39.70
<b>Lineman</b>							
Groundswoker I	10	12 mo	\$21.53	\$22.22	\$23.02	\$23.66	\$24.31
Groundswoker II	14	thereafter	\$25.19	\$26.00	\$26.95	\$27.71	\$28.48
Lineman 3rd Class I	17	12 mo	\$28.34	\$29.26	\$30.35	\$31.20	\$32.09
Lineman 3rd Class II	18	thereafter	\$29.56	\$30.53	\$31.67	\$32.54	\$33.45
Lineman 2nd Class I	20	12 mo	\$32.08	\$33.14	\$34.38	\$35.34	\$36.34
Lineman 2nd Class II	21	thereafter	\$33.50	\$34.56	\$35.88	\$36.89	\$37.94
Lineman 1st Class I	23	12 mo	\$36.63	\$37.84	\$39.27	\$40.39	\$41.54
Lineman 1st Class II	24	thereafter	\$38.22	\$39.49	\$40.99	\$42.16	\$43.36
Lineworker Crew Leader	25	thereafter	\$40.75	\$42.12	\$43.72	\$44.99	\$46.26



103.50%

**Appendix C**  
**July 1, 2022 - June 30, 2023**

	<b>Grade</b>		<b>Step 1 (A)</b>	<b>Step 2 (B)</b>	<b>Step 3 (C)</b>	<b>Step 4 (D)</b>	<b>Step 5 (E)</b>
<b>Electrician</b>							
Electrician I	18	12 mo	\$30.59	\$31.60	\$32.78	\$33.68	\$34.63
Electrician II	20	until licensed	\$33.20	\$34.30	\$35.58	\$36.58	\$37.61
Licensed Electrician	21	thereafter	\$34.67	\$35.77	\$37.13	\$38.18	\$39.27
<b>Utility Locator</b>							
Utility Locator I	13	24 mo	\$25.02	\$25.82	\$26.78	\$27.51	\$28.28
Utility Locator II	14	24 mo	\$26.07	\$26.90	\$27.90	\$28.68	\$29.48
Utility Locator III	15	thereafter	\$27.11	\$27.99	\$29.02	\$29.82	\$30.66
<b>Electric Meter Technician</b>							
Electric Meter Technician I	16	thereafter	\$28.17	\$29.08	\$30.16	\$31.00	\$31.86
Electric Meter Technician II	19	thereafter	\$31.84	\$32.88	\$34.10	\$35.08	\$36.06
Electric Meter Technician Crew Leader	20		\$33.20	\$34.30	\$35.58	\$36.58	\$37.61
<b>Relay Technician</b>							
Substation Technician I	18	12 mo	\$30.59	\$31.60	\$32.78	\$33.68	\$34.63
Substation Technician II	19	thereafter	\$31.84	\$32.88	\$34.10	\$35.08	\$36.06
Substation Technician Crew Leader	20		\$33.20	\$34.30	\$35.58	\$36.58	\$37.61
<b>Engineering Fieldman</b>							
Engineering Fieldman I	21	12 mo	\$34.67	\$35.77	\$37.13	\$38.18	\$39.27
Engineering Fieldman II	22	thereafter	\$36.25	\$37.44	\$38.86	\$39.96	\$41.09
Engineering Fieldman Crew Leader	23		\$37.91	\$39.16	\$40.64	\$41.80	\$42.99
<b>System Operator</b>							
System Operator I	22	12 mo	\$36.25	\$37.44	\$38.86	\$39.96	\$41.09
System Operator II	23	thereafter	\$37.91	\$39.16	\$40.64	\$41.80	\$42.99
System Operator Crew Leader	24		\$39.56	\$40.88	\$42.42	\$43.64	\$44.87
<b>T&amp;D Engineering Coordinator</b>							
T&D Engineering Coordinator I	14	24 mo	\$26.07	\$26.90	\$27.90	\$28.68	\$29.48
T&D Engineering Coordinator II	15	24 mo	\$27.11	\$27.99	\$29.02	\$29.82	\$30.66
T&D Engineering Coordinator III	16	thereafter	\$28.17	\$29.08	\$30.16	\$31.00	\$31.86
<b>Electric Draftsman</b>							
Electric Draftsman I	17	24 mo	\$29.33	\$30.28	\$31.42	\$32.30	\$33.21
Electric Draftsman II	18	until qualified	\$30.59	\$31.60	\$32.78	\$33.68	\$34.63
Electric Draftsman III	19	thereafter	\$31.84	\$32.88	\$34.10	\$35.08	\$36.06
<b>SCADA Technician</b>							
SCADA Technician I	20	24 mo	\$33.20	\$34.30	\$35.58	\$36.58	\$37.61
SCADA Technician II	21	until qualified	\$34.67	\$35.77	\$37.13	\$38.18	\$39.27
SCADA Technician III	22	thereafter	\$36.25	\$37.44	\$38.86	\$39.96	\$41.09
<b>Lineman</b>							
Groundworker I	10	12 mo	\$22.28	\$22.99	\$23.83	\$24.49	\$25.16
Groundworker II	14	thereafter	\$26.07	\$26.90	\$27.90	\$28.68	\$29.48
Lineman 3rd Class I	17	12 mo	\$29.33	\$30.28	\$31.42	\$32.30	\$33.21
Lineman 3rd Class II	18	thereafter	\$30.59	\$31.60	\$32.78	\$33.68	\$34.63
Lineman 2nd Class I	20	12 mo	\$33.20	\$34.30	\$35.58	\$36.58	\$37.61
Lineman 2nd Class II	21	thereafter	\$34.67	\$35.77	\$37.13	\$38.18	\$39.27
Lineman 1st Class I	23	12 mo	\$37.91	\$39.16	\$40.64	\$41.80	\$42.99
Lineman 1st Class II	24	thereafter	\$39.56	\$40.88	\$42.42	\$43.64	\$44.87
Lineworker Crew Leader	25	thereafter	\$42.18	\$43.59	\$45.25	\$46.57	\$47.88