

AGREEMENT

BETWEEN

THE TOWNSHIP OF HANOVER

AND

TEAMSTERS LOCAL NO. 97

January 1, 2020 through December 31, 2021

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Preamble

This agreement made this ___ day of _____, 2021, by and between the **Township of Hanover**, in the County of Morris, New Jersey, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" or "Employer" and **Teamsters Local 97** of New Jersey, affiliated with the International Brotherhood of Teamsters, 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 the 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 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 full-time and part-time blue collar employees employed by the Township of Hanover, Morris County, New Jersey, in its Department of Public Works, Buildings and Grounds and Park Maintenance, but excluding those employed in the Police Department and all office clerical employees, seasonal employees, professional employees, craft employees, policemen, managerial executives, part-time employees, and supervisors within the meaning of the New Jersey Employer/Employee Relations Act and all other employees of the Township.
- B. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Township agrees to deduct membership dues 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 and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.
- C. 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) business days prior to the effective date of such change.
- D. The Union will provide the necessary check off authorization form and deliver the signed forms to the Business 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 the salary deduction authorization cards submitted by the Union to the Township.

- E. The Township will notify the Secretary-Treasurer of the Union within three (3) business 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.
- F. During the term of the 2020-2021 contract, the economic terms and conditions of part time members of the bargaining unit other than wages shall be those set forth in the Township of Hanover Employee Personal Policies and Procedures Manual in effect as of January 1, 2020, provided that (a) those terms and conditions shall not be changed except by way of a negotiated agreement with Local 97, (b) the negotiated across the board increases shall be applied to part time employees in each year of the contract and (c) Local 97 shall have the right to file grievances on behalf of part time employees pursuant to the terms of the Article IV.

Article II
Union Rights

- A. Accredited representatives of the Union will be permitted to enter Township facilities or premises at reasonable hours, 12 noon to 1:00 p.m. (lunch hour), break times and at the end of the work day, for the purpose of visiting Union stewards and members in order to observe working conditions, promote Union sponsored activities, or assist in the adjustment of grievances. Prior notification and approval of the Business Administrator or his designee shall be required; visits will only be made provided there shall be no interference with normal operations of the Township government or normal duties of employees. The Union representative will notify the Superintendent of Public Works, or his designee, upon his arrival on Township premises.
- B. The Township shall allow one bulletin board for the use of the Union, one of which will be placed in a conspicuous location in the Township garage for the posting of notices and bulletins pertaining to Union and Union-sponsored matters. All such bulletins must be posted only upon the authority of the officially designated Union representatives. The Township shall furnish the Shop Steward with an updated Seniority List, complete with job titles, for posting on the Bulletin Board. The Union shall not post defamatory, harassing or other material not appropriate for public display in a place of business.

Article III
Stewards

- A. The Township recognizes the right of the Union to designate 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 office.
- C. Union Stewards shall be granted thirty (30) minutes release time, with the Business Administrator's discretion to extend the time, from employment without loss of pay when joint meetings of representatives of the Township and the Union are scheduled during working hours for the processing of grievances or collective negotiations. Meetings of the Union Stewards to prepare for negotiations and/or prepare for the presentation of grievances shall be held outside of working hours or shall be without pay if held during working hours.

Article IV Grievances

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. 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 staff.

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement. A grievance may be raised by an individual, group or Union. All time limits must be followed and enforced. If the grievance is not advanced to the next Step it shall be considered to have been abandoned.

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: An aggrieved employee shall discuss his grievance with the Union Steward and the Department Head within ten (10) business 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 ten (10) business days shall be deemed to constitute an abandonment of the grievance on behalf of the individual. 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: 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 shall be furnished to the Business Administrator (or his designee) and one (1) copy to the Department Head within ten (10) business days following the determination by the Department Head. The Business Administrator or his designee may convene a meeting to resolve the issue. The meeting shall take place no more than ten (10) business days following the receipt of the grievance by the Business Administrator. Following the meeting, the Business Administrator or his designee shall reply in writing within ten (10) business days after the meeting.

Step Three: In the event the grievance has not been satisfactorily resolved at Step Two, the grievant may submit the grievance to the Township Committee. The grievance must be filed within fifteen (15) business days of the written decision by the Business Administrator or his designee. The Township Committee will consider the matter and render a written decision within thirty (30) business days of the date the grievance was received by the Township Committee. 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 does not violate this Agreement.

Article V
Wages

Each employee covered by this Agreement shall receive the following increase in salary:

January 1, 2020	-	3.0%
January 1, 2021	-	During 2021 only, the Township will extend parity with any general cost-of living adjustment given to non-union civilian employees on the same terms that the cost-of-living adjustment is given to non-union civilian employees. It is understood and agreed that such a cost-of living adjustment for 2021 is not automatic but is subject to the availability of funds in the 2021 approved Current Fund Budget, and the consent of the Township Committee: however, if it is decided to extend a general cost-of living adjustment to non-union civilian employees in 2021, an equivalent cost-of living adjustment for 2021 will be extended to employees in the Local 97 collective negotiations unit. It is also understood and agreed that this parity provision shall not create a precedent or past practice and is null and void at the time this Agreement expires.

All retroactive salary increases required under the new agreement shall be paid to all unit members within 60 days of ratification of the agreement by both parties. Retroactive payments will be made to any employee who retired between January 1, 2020 through the date of the ratification. No retroactive payment shall be made to any employee whose employment terminated for any reason other than retirement from January 1, 2020 through the date of the ratification.

The practice of paying a "split rate" for driving vehicles will be abolished effective December 31, 2014.

Article VI
Hours of Work and Overtime

- A. This Article is intended to define the normal hours of work per week as Monday through Friday with a forty (40) hour work week and eight (8) hour days.
- B. Sanitation Division employees shall work Monday through Friday at forty (40) hours per week, eight (8) hours per day between 4:30 AM and 12:30 PM. For only those persons who drive or man the "articulated truck," the work day will be from 6:30 a.m. to 2:30 p.m. on the regular Monday through Friday work week. Employees of the Sanitation Division do not receive a daily one-half (½) hour lunch period.

- C. Road Division Employees shall work a forty (40) hour work week , eight (8) hours per day between 7:00AM and 3:30PM and receive a one-half hour lunch period.
- D. All Sanitation and Road Division personnel are entitled to two (2) breaks of ten (10) minutes each, one (1) in the morning and one (1) in the afternoon. Employees shall be provided a ten minute morning (8:30AM-8:40AM) and ten minute afternoon (2:30PM-2:40PM) break. Employees will use the 10/7 – 10/8 procedure if work obligations prevent the employee from taking breaks at the scheduled time.
- E. The basic workweek for Public Works, Buildings and Grounds and Park Maintenance Department employees shall consist of forty (40) hours. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period. The aforementioned employees' workweek will consist of five (5) days, Monday through Friday. For the time period March 1 through June 30, for Park Maintenance, a maximum of three (3) employees may work a Tuesday through Saturday schedule. The Superintendent may, at his discretion, if budgetary constraints require or if Superintendents cannot achieve what he has to achieve with three (3) employees, then the Superintendent may exercise an option to use a fourth (4th) employee. Additionally, during Leaf Collection time, October 1 through November 30, some employees may be required to work a Tuesday through Saturday, forty (40) hour work week at eight (8) hours per day schedule.
- F. Snow Plowing-
 - 1. All employees may be utilized for snow plowing.
 - 2. 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.
 - 3. In addition, in each four (4) hour period of such removal work a ten (10) minute coffee break may be taken.
 - 4. Employees working on snow removal will be provided with meals in the manner prescribed by the Department of Public Works, Buildings and Grounds and Park Maintenance.
 - 5. The salting lists shall be posted for employees on the Union Bulletin Board.
- G. 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 and selection for overtime shall follow an A to Z round-robin list as best as possible.
- H. An employee who is called in to work after completing their regular scheduled shift will be compensated at time and one-half (1½) their hourly rate of pay for time actually worked, with a minimum of three (3) hours' pay.

Article VII
Holidays

- A. Each 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
Good Friday
Memorial Day

Columbus Day
Thanksgiving Day
Friday after Thanksgiving

Independence Day	Christmas Eve
Christmas Day	Labor Day
Presidents Day	Dr. Martin Luther King's Birthday

- B. If a holiday falls on a Saturday, it will be celebrated the Friday immediately preceding the holiday. If a holiday falls on a Sunday, it will be celebrated on the Monday immediately following the holiday.
- C. If an employee is required to work a holiday, and has worked all other regularly scheduled days of that work week, the employee will receive time and one-half (1½) their regular rate of pay for working the holiday, not to exceed twelve (12) hours of pay.

Article VIII
Sick Leave and Bereavement Pay

- A. Full time civilian salaried and hourly employees with an effective employment date prior to January 1, 2004, shall be credited with 12 working days of sick leave per calendar year, effective January 1 of each calendar year. Any full-time civilian employee hired by the Township with an effective employment date starting on or after January 1, 2004 shall be credited with 6 working days of sick leave per calendar year, effective January 1 of each calendar year. In either case, the full number of sick days for the calendar year shall be available for immediate use on January 1 and need not be earned or accrued over the course of the year. Sick days not taken during the calendar year shall roll over year to year until such time is taken. A sick leave bank shall be established by the Department of Administration for each employee wherein all credited and rolled-over sick leave will be recorded. If a full time civilian salaried or hourly employee is ill because of a legitimate sickness or non-job-related injury during in any calendar year, he/she shall receive compensation for a period of not more than the applicable annual sick leave allotment in each said year, unless said employee has sufficient days rolled over from prior years accrued in his/her sick leave bank. New employees hired mid-year shall accrue sick leave in accordance with the New Jersey Paid Leave Law, N.J.S.A. 34:11D-1 et seq. at the rate of one hour of paid sick leave earned for every 30 hours worked until January 1 next following their dates of hire, when they shall be credited with sick leave in accordance with the terms of this provision.
- B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, doctor's appointment or exposure to contagious disease and may include absence due to illness of the employee.
- C. Any full-time or part-time employee returning to work may be required by his/her department head to submit a physician's medical certificate as a result of taking one or more sick leave days due to illness or a non-work-related accident or injury. The medical certificate shall specify the nature of the illness, injury or disability and the fact that the employee is capable or performing all of his/her normal job duties and assignments and that the employee's return to the workplace will not jeopardize the health or safety of other employees. Medical certificates will be forwarded to the Business Administrator for inclusion in the medical personnel folder of the employees.
- D. Each employee may be granted **three (3)** consecutive days leave from date of death with pay for the death of a member of his immediate family. Bereavement time must include

the day of the funeral. Immediate family is defined as spouse, children, parents, siblings, in-laws, grandparents, stepparents, stepchildren, or civil union partner.

- E. Personal Days – Each employee receives one (1) personal day per year and the employee may use up to two (2) sick leave days as personal leave days. The personal day is non-cumulative.
- F. Sick leave reimbursement at retirement is pursuant to the existing Ordinance/Code No. § 61-28.

Article IX
Seniority

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of assignment to work schedules established under Article VI of this Agreement, layoffs and recalls. In all cases, however, the ability to perform the work in a satisfactory manner, qualifications and training will be a factor in designating employees to be effected.
- B. 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.
- C. In the event of layoffs and rehiring, the last person hired 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 subject to the abilities and qualifications as determined by the Township. Eligibility for recall shall be for a period not to exceed twelve (12) months.
- D. When promotions to a higher labor grade or transfers to another grade are in order, the Township shall make such promotions or transfers from its regular employees; consideration for such promotions or transfers shall be based on qualifications and training and ability to perform the work as well as other criteria as determined by the Township. In cases in which the Township adjudges all other criteria to be equal, seniority shall control.
- E. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary.
- F. Seasonal and part-time employees shall be laid off prior to any full-time employees.

Article X
Health and Welfare Insurance

- A. Health insurance coverage shall continue to be offered to eligible employees through the North Jersey Municipal Employees Benefit Fund, also known as the North Jersey Health Insurance Fund (NJHIF). Each employee who is eligible for health insurance/medical benefits from the Township shall continue to pay contributions toward the premium cost of health insurance based on Tier 4 levels of contributions set forth in PL 2010, c. 2 and/or P.L. 2011 c. 78, or 25% of the total monthly premium cost for health insurance/medical benefits, whichever is greater, except that those employees hired before June 1, 2007 shall pay only the Tier 4 Chapter 78 rate. The contribution cost per year per employee shall be calculated by the Township's Finance Department in accordance with the total premium costs assessed through the NJHIF for its various health insurance plans.
- B. The Township may change its insurance carrier as long as benefits are substantially similar to benefits currently provided.

- C. In order to be eligible to receive health insurance benefits upon retirement, any full-time employee retiring in accordance with the provisions of the Public Employees Retirement System (PERS) following 25 years of service credit must complete at least 20 of the 25 years of continuous service with the Township of Hanover. Periods of suspension, approved leaves of absence or periods of disability/medical leave shall not be deemed to break continuous service. Only time for which pension payments have been made shall be credited towards the continuous service requirement.

Article XI
Discharge and Discipline

- A. Discipline and discharge of employees shall be in accordance with the Township's Code.
B. All bargaining unit employees shall be subject to random drug testing. To the extent applicable, such drug testing shall be conducted in accordance with the procedures set forth in the federal regulations governing the procedures for the random drug testing of persons holding commercial drivers' licenses and performing safety-sensitive functions.

Article XII
Uniforms

The Employer shall provide the initial issue of uniforms to each employee upon hire as follows:

The Employer agrees to replace any items damaged or destroyed as certified by the Employer or its designee. All other replacements shall be the responsibility of the employee.

It is understood that all employees shall wear a uniform while on duty. Failure to wear appropriate clothing/boots may be cause for discipline.

Article XV
Savings Clause

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 XVI
Termination, Extension & Completeness of Agreement

- A. The term of this Agreement shall be from January 1, 2020 through December 31, 2021.

Article XVII
Obtaining a CDL-Class A or B License

- A. By Resolution, the Township required all employees to retain a "CDL". The following guidelines apply:

- i. With the adoption of Ordinance No. 15-2010 by the Township Committee on May 13, 2010, revised job descriptions for employees within the newly established Department of Public Works, Buildings and Grounds and Park Maintenance, were enacted into law. In accordance with the licensing requirements set forth in the attached job description dated March 25, 2010, for your job title, you must obtain and hold a Class "A" or "B" Commercial Driver License (CDL) with tanker endorsement. Senior Park Maintenance and Park Maintenance Workers must obtain the applicable CDL by August 1, 2012. Failure to obtain the license by August 1, 2012, will result in the loss of any cost of living increase that is granted by the Township Committee to those employees covered under this collective bargaining agreement.
- ii. The Township will provide the vehicle necessary for the employee to take the CDL test.
- iii. Any employee that does not meet the standard physical qualifications for obtaining a CDL is exempt from obtaining one.
- iv. A) The Township reserves the right to create new positions for which possession of a Class A CDL is required. Unit employees interested in being considered for assignment to such new positions shall be responsible for attaining the necessary Class A CDL.
B) Any active employee covered by this Agreement who advances from a Class B CDL to a Class A CDL while in the employ of the township shall receive an additional stipend at an annualized rate of \$1,000."

Article XVIII
Zipper Clause

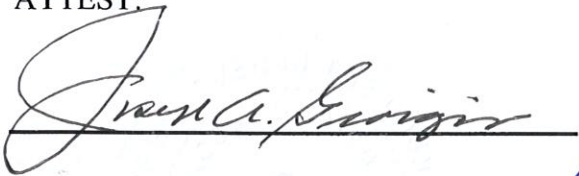
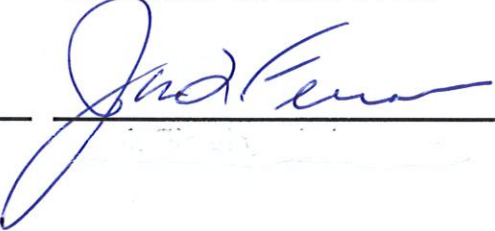
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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Signed this ____ day of _____, 2021 by the duly authorized representatives of the parties hereto.


ATTEST:

TOWNSHIP OF HANOVER


_____ 

ATTEST:

TEAMSTERS LOCAL NO. 97

_____ 
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