

#2039

THE TOWNSHIP OF MONTGOMERY

AND

LOCAL 575

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS WAREHOUSEMEN & HELPERS OF AMERICA**

AGREEMENT

EFFECTIVE JANUARY 1, 1995 THROUGH DECEMBER 31, 1996

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	PREAMBLE	1
II	RECOGNITION	2
III	UNION RIGHTS & REPRESENTATIVES	3
IV	DUES DEDUCTION	5
V	SENIORITY	7
VI	LAY OFF AND RECALL	8
VII	GRIEVANCE AND PROCEDURE	9
VIII	DISCIPLINE	12
IX	HOURS OF WORK	13
X	OVERTIME	15
XI	OUT OF TITLE WORK	17
XII	PROMOTION	19
XIII	VACATIONS	20
XIV	HOLIDAYS	22
XV	SICK LEAVE	23
XVI	ADMINISTRATIVE PERSONAL LEAVES	25
XVII	NATIONAL DEFENSE & MILITARY LEAVES	26
XVIII	JURY DUTY & WITNESS LEAVES	27
XIX	BEREAVEMENT LEAVE	28
XX	OCCUPATIONAL INJURY LEAVE AND LEAVE WITHOUT PAY	29

TABLE OF CONTENTS (CONTINUED)

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XXI	SUBCONTRACTING OF WORK	31
XXII	MANAGEMENT RIGHTS	32
XXIII	WAGE & SALARY	33
XXIV	WORKING APPAREL	34
XXV	ACCESS TO PERSONNEL FILES	35
XXVI	HEALTH & SAFETY	36
XXVII	NON-DISCRIMINATION	37
XXVIII	FRINGE BENEFITS	38
XXIX	NO STRIKES - NO LOCKOUTS	40
XXX	EFFECT OF AGREEMENT	41
XXXI	TERM OF AGREEMENT	42
	SCHEDULE A	

ARTICLE I

PREAMBLE:

This agreement made between the Township of Montgomery, hereinafter referred to as employer and Local 575, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter referred to as the "Union", covering non-supervisory employees in Montgomery Township Roads, Parks, and Buildings & Grounds Departments, has as one of its purposes the improvement and promotion of employee relations between the employer and its employees represented by the Union. It further has as its purpose the establishment of procedures for the amicable resolution of all disputes and grievances and the determination of wages, hours of work and other terms and conditions of employment.

ARTICLE II

RECOGNITION

Section 1.

The Township hereby recognizes Local Union No. 575, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, whose address is 1034 Salem Road, Union, New Jersey 07082, hereinafter referred to as the "Union" as the exclusive representative for all collective bargaining negotiations for wages, hours, working conditions and other conditions of employment for non-supervisory employees in the Montgomery Township Roads, Parks, and Building and Grounds Departments.

Section 2.

The Unit consists of non-supervisory employees employed by Montgomery Township in the Roads, Parks and Buildings and Grounds Departments pursuant to N.J.A.C.19:11-3.1, and an agreement dated November 24, 1986 between Montgomery Township and Local Union No. 575 of the Automatic Sales, Servicemen and Allied Workers affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.

Section 3.

The Township will notify the Union in writing of any new job classification applicable to the Unit. Any dispute over inclusion will be resolved by the Public Employees Relations Commission.

ARTICLE III

UNION RIGHTS AND REPRESENTATIVES

1. Access to Premises: Union officials and duly authorized representatives, (Shop Stewards), whose names and identifications have been previously sent to and acknowledged by the employers, shall be admitted to the premises of the employers on union business. Requests for such visits shall be directed with three days' advance notice to the employer and shall include the purpose of this visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld.
2. The Township agrees to designate one area in the employee lunch room at the Road Department for a Union Bulletin Board for use by the Union.
3. Representation Lists: The Union agrees to furnish the employer with written lists of officials and representatives, (Shop Stewards), including the latter's appropriate and mutually agreed upon grievance districts. Such lists shall be kept current as to any changes.
4. Shop Stewards: The Union has the sole right and discretion to designate stewards and to specify their representative responsibilities and authority to act for the Union. The parties agree to accept a reasonable number of stewards, (one steward for each ten (10) employees with a minimum of two (2) stewards), and to afford those stewards all privileges provided herein.

A designated shop steward may be permitted reasonable time to present or process grievances in accordance with Article VII of this agreement during normal working hours, provided the shop steward has

requested said time from the Superintendent of Public Works, the request is reasonable, the time spend will not, in the opinion of the Superintendent, be disruptive of the employer's operation. The shop steward will not suffer loss of pay for time so spent where he has obtained the prior permission of the Superintendent as provided above.

ARTICLE IV

DUES DEDUCTIONS

Section 1.

The Township agrees to deduct from the wages or salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Said moneys together with records of any corrections shall be transmitted to the Union office by the 15th day of each month following the pay period in which deductions were made.

Section 2.

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, prior to the effective date of such change, and shall furnish to the Township, either a new authorization from each of its members, showing the authorized deduction for each employee, or an official notification of the letterhead of the Union, and signed by the President or Secretary-Treasurer of the Union, advising of such changed deduction.

Section 3.

The Union will provide the necessary "Check-Off Authorization" form, and the Union will secure the signatures of its member on the forms, and deliver the signed forms to the Finance Director of the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon wage or

salary deduction authorization cards submitted by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by either the President or Secretary-Treasurer of the Union advising of such changed deduction.

Section 4.

The amount of the dues will be certified to the Township by the Secretary-Treasurer of the Union.

ARTICLE V

SENIORITY:

Seniority is defined as an employee's continuous length of service with the employer, beginning with his latest date of hire as a full time employee. A newly hired full time employee shall have no seniority rights until the completion of the six-month probationary period, but seniority will be retroactive to the latest date of hire. Seniority shall be given preference in lay-offs, recalls, and in vacation schedule.

A break in continuous service occurs when an employee resigns or is a voluntary quit, is discharged for cause, retires, is laid off or takes an unauthorized leave of absence. However, seniority accrued prior to lay-off shall be continued upon recall and re-employment.

ARTICLE VI

LAY OFF AND RECALL

1. Lay-Off - Lay-Off means the separation of a full time employee from the position for reasons other than delinquency or misconduct on his part. The employer agrees that employee lay-offs shall be on the basis of seniority within job classification, provided that the remaining employees within a classification are qualified to perform the required work.
2. Recall - Full time employees will be recalled to work in the reverse order within job classification in which they were laid off by the employer. Notice of recall will be made by telegram or certified mail to the employee's last home address of record. The employee must provide the employer with any address change while waiting for recall.

Within 24 hours of receiving the notice of recall, the employee shall notify the Township if he intends to return to work, and shall actually return to work within 15 days after receipt of the notice of recall. Failure to respond as herein agreed shall result in loss of seniority, and the employee shall be considered as a voluntary quit.

Employees on lay-off shall be recalled in the inverse order of lay-off provided the employee has the necessary qualifications, skills, and abilities for the work available. The employer shall not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a classification with a lower salary rate than his previous classification may refuse such position and remain eligible for recall. Recall rights shall be terminated twelve (12) months from the date of lay-off.

ARTICLE VII

GRIEVANCE AND PROCEDURE:

1. Definition: A grievance shall be defined as a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of the agreement and/or general practices in effect in the Township of Montgomery.
2. Presentation of Grievance: In the presentation of grievance, the grievant shall have the right to present his own appeal or to designate a Union representative to appear with him. There shall be no loss of pay for the time spent in presenting the grievance by grievant through the grievance procedure.
3. Steps of Grievance Procedure: The following shall constitute the initial method for the resolving of grievance between the parties covered by this agreement:

STEP 1.: The grievant shall institute action under the provisions hereof in writing, signed, and delivered to his or her direct supervisor within five (5) working days after he or she would reasonably be expected to know of the occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. The direct supervisor shall render a decision, in writing within three (3) working days after receipt of the grievance.

STEP 2.: In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Department Head within three (3) working days following the determination of STEP 1. Department Head, or his designee, shall render his decision within five (5) working days after receipt of the complaint.

STEP 3: In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Township Administrator within five (5) working days following the determination in STEP 2. The Township Administrator, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of this agreement is alleged.

STEP 4: a. ARBITRATION in the case of an alleged violation of this agreement, should the grievant be dissatisfied with the Township Administrator's decision, the grievant, with the approval of the Union, has thirty (30) working days in which to request binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission and selected in accordance with its provisions. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Township Administrator. The arbitrator's decision shall be in writing and shall set forth his findings, the facts, reason and conclusion of the issues submitted.

b. The arbitrator shall be bound by the provisions of this AGREEMENT and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this AGREEMENT or any amendment or supplement thereto. Said decision will be final and binding on all parties.

c. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expense incurred in connection with the arbitrator shall be paid by the party incurring the same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request the transcript, the cost will be borne equally. Time limits under this Article may be changed by mutual agreement, in writing, only.

ARTICLE VIII

DISCIPLINE

1. An employee may only be disciplined for just cause. The employer will give the Union written notice of the nature of the discipline and the reason for the discipline within five (5) days. Failure to provide such notice or failure to include any reason in the notice shall not prejudice the right of the employer to impose the discipline or to introduce such reasons during the grievance procedure and in any arbitration which may follow.

ARTICLE IX

HOURS OF WORK

1. Regular work schedule showing employees work days and hours from 7:00 a.m. to 3:30 p.m. shall be posted on the Union bulletin board at all times. Except for emergency situations, changes in the regular work schedule shall be posted one week in advance.

Employees are expected to commence their daily work promptly. Whenever an employee expects to be late or absent for any reason, be it excused or unexcused, he shall so notify the Public Works Office no later than his normal starting time, request that his Department Head be notified, and thereafter report to work as promptly as possible.

2. An employee shall not be required to work more than ten (10) consecutive hours without receiving a paid one-half hour rest period after the tenth hour. Such rest period will be used for the purposes of eating, resting and changing clothes and shall be taken at the employee's place of work. An employee who works ten consecutive hours shall be granted an additional paid one-half hour rest period after each additional four hours.
3. During rest periods occurring after ten consecutive hours of work in snow removal and sanding operations, the employer will provide meals for the employee(s).
4. In an emergency, each and every employee shall be subject to call for emergency duty. If an employee refuses to accept the such emergency assignment for satisfactory reasons, he/she shall not be subject to disciplinary action. Emergency is defined as any situation affecting the health, safety and general welfare of the public as determined by the Mayor and/or Township Administrator.

The determination as to what constitutes an emergency will be at the discretion of the Employer and will not be subject to the grievance procedure.

ARTICLE X

OVERTIME

1. Any work exceeding eight (8) hours in any scheduled work day, or forty (40) hours in a work week, shall be construed as overtime work. Vacation days, holidays, bereavement leave, and approved sick days shall be considered as time worked for purposes of compensating overtime hours.
2. The Employer agrees to pay employees of the Unit at one and one-half times their basic hourly rates of pay for overtime work as follows:
 - a. Hours worked in excess of eight (8) hours in a scheduled work day or in excess of forty (40) hours in a work week, except for circumstances noted in paragraph 3 below.
 - b. Hours worked on Saturdays and paid holidays (provided the employee has been paid for a full week in the work week in which the holiday or Saturday falls) except for circumstances noted in paragraph 3 below.
3. The Employer agrees to pay employees of the Unit at two times their basic hourly rates of pay for overtime worked in the following circumstances:
 - a. Hours worked on Sundays (provided the employee has been paid for a full week in the work week in which the Sunday falls).
 - b. Regularly scheduled overtime hours worked on Saturdays, Sundays, or paid holidays. Regularly scheduled overtime hours are defined as those which an employee is required to work Saturdays, Sundays, and/or holidays on a continuing and repetitive basis in accordance with a predetermined schedule established by the employer.

4. When an employee is called to work outside of his/her normal working hours as defined in Article IX, he/she shall receive a minimum of 4 hours of pay at his/her overtime rate, or the overtime actually worked, whichever is greater. An employee who is called into work prior to his/her regularly scheduled reporting time shall be paid at the overtime rate for time actually worked prior to that regular reporting time.

This section shall not apply to employees engaged in Animal Control activities as it relates to a 4 hour minimum of overtime for call-in. They shall receive a minimum of 2 hours of pay, at their overtime rate, or the overtime worked, whichever is greater.

5. Employees shall be required to work overtime upon the request of Supervision. Opportunity to work overtime hours will be offered to bargaining unit employees first and will be rotated with the intention of achieving equal opportunity for such overtime hours work, provided the employee is qualified to perform the overtime assignment.
6. The equalization of opportunity will be achieved by means of the "wheel". With the wheel, a list of employees is tab listed, by seniority. Overtime opportunities as they occur, are offered to the employee at the top of the list. When the opportunity to work overtime has been offered to an employee at the top of the list, his name will then go to the bottom of the list, whether he actually works the overtime or not.

Supervision will post, on the bulletin board, a continuing record of opportunities offered for overtime, and hours of overtime worked.

ARTICLE XI

OUT OF TITLE WORK:

1. The parties agree that although there are times that employees will be required to perform work outside their ordinary job classifications, it is the intent of both parties that employees shall ordinarily be assigned work appropriate to and within their job classifications. Exceptions to this practice may be as follows:
 - A. The employer, in writing, assigns an employee, on a temporary basis, to a position of higher classification for an extended period. An extended period is defined as any period in excess of two calendar weeks. During the period of temporary assignment, the employee shall receive a 10% adjustment to his/her rate of pay, or \$1.00 per hour, whichever is greater.
 - B. When a Equipment Operator is assigned to operate equipment of a higher classification for all or part of one day, and is subsequently assigned to operate that equipment for the next working day as well, he shall be paid at the minimum rate for the higher classification, or 10% higher than his regular rate of pay, whichever is greater, retroactive to the first day and for each consecutive day of the temporary assignment thereafter.

The work time described in the above paragraph shall not include the routine use of equipment employed in the loading of salt and sand during sanding and/or snow removal operations, or similar types of brief use of equipment related to an employee's normal duties.

Once assigned to a task while performing out-of-title, the individual will see the task through to completion unless the individual of the higher classification returns to work, in which case that individual of the higher classification will take over the task.

The equalization of opportunity for such out-of-title work will be achieved by means of the "wheel". With the wheel, a list of employees is tab listed, by seniority. Out-of-title opportunities as they occur, are offered to the

qualified employee at the top of the list. When the opportunity to work out-of-title has been offered to an employee at the top of the list, his name will then go to the bottom of the list, whether he actually works the assignment or not.

Supervision will post, on the bulletin board, a continuing record of opportunities offered for out of title work and hours actually worked.

ARTICLE XII

PROMOTION:

1. Promotion means the advancement of an employee to a job classification within the unit with a higher pay range. Length of service with the Township will be considered in decisions regarding promotion.
2. Upon promotion of a full time employee, all sick, administrative and vacation leave balances shall be retained by the employee. Upon promotion, an employee shall be informed of the new rate of salary compensation at least one week in advance of the effective date.
3. When an employee is given an opportunity on a trial or temporary basis to qualify for promotion by serving in a new position, their permanency in their former position shall be continuous and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent, provided there is no discharge for cause.
4. Upon promotion, an employee shall receive an increase in rate of pay of 5 percent or the minimum for the new job classification, whichever is greater. However, under no circumstances will the new rate of pay exceed the maximum rate established for the new job classification.

ARTICLE XIII

VACATIONS:

All employees in the unit shall be eligible for vacations with pay on the following basis:

1. In the calendar year in which the employee is hired - 1 day vacation for each month of completed service prior to July 1, up to a maximum of 5 days.
2. In the calendar year following the year in which the employee is hired - 1 day vacation for each month of completed service prior to July 1, up to a maximum of 10 days.
3. Thereafter up through 5 years of consecutive service - 10 days.
4. Six through fifteen years of consecutive service - 15 days beginning in the year in which the sixth anniversary of employment occurs.
5. Sixteen years or more of consecutive service - 20 days beginning in the year in which the sixteenth anniversary of employment occurs.
6. Not more than five (5) days of any vacation not completely taken in the current year may be carried over to the following year.
7. No employee shall be entitled to vacation leave prior to the completion of six months or regular service.

A holiday occurring during an employee's vacation period entitles the employee to receive an extra day in extension of the vacation or at any other time with the department head's approval.

Extra compensation will not be allowed in lieu of unused vacation time.

Vacations shall not be taken for more than two (2) consecutive weeks except with the approval of the Township Administrator.

In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

ARTICLE XIV

HOLIDAYS:

The following days will be considered official paid holidays for all full time employees of the Unit:

January 1st
Martin Luther King's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Day before Christmas
Christmas day

Any of the foregoing holidays which are National Holidays will be celebrated on the day designated by the Federal Government. In all other cases when an official holiday falls on a Sunday, the following Monday shall be observed as that Holiday. When an official holiday falls on a Saturday, the proceeding Friday will be observed as that holiday.

ARTICLE XV

SICK LEAVE:

1. All full time regular employees in the Unit, may receive sick pay for up to twelve (12) working days per year earned at the rate of one (1) day per month. There shall be no limit to the number of unused sick days which may be accumulated.
2. No full time regular employee shall be entitled to sick leave prior to the completion of six (6) months of consecutive service. At the completion of said six (6) months of consecutive service, six (6) days of sick leave will have been accumulated and will be credited to the employee's account.
3. Sick time allowance is granted only for employee sickness or injury, not work related, and cannot be taken for any other reason.
4. The following shall be construed as being allowable as sick days:
 - a. Absence of any employee from duty because of personal illness or injury by reason of which such employee is unable to perform the usual duties of his position.
 - b. Exposure to contagious disease by reason of which such employee is placed under quarantine by a duly constituted health authority.
5. When absent on sick leave for more than five (5) consecutive working days, an employee shall provide a certified statement from the employee's attending physician indicating what illness he was treated for and that he is fit to return to work.

The Township may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable.

6. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.
7. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician of the Township's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the employees.
8. If an employee is absent for reason that entitles him to sick leave, his supervisor shall be notified prior to the employee's starting time. Failure to so notify his supervisor may be cause of denial of the use or sick leave for that absence and constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.
9. The date on which an employee is appointed and starts work for the Township of Montgomery shall govern in determining sick leave benefits.
10. The Federal Family and Medical Leave Act and the New Jersey Family Leave Act shall be applied in situations where they are appropriate.

ARTICLE XVI

ADMINISTRATIVE PERSONAL LEAVE:

1. Employees covered by this agreement shall be entitled to two (2) days of administrative personal leave of absence with pay in each calendar year. Such leave may be used for personal business and other personal affairs.
2. Requests for administrative personal leave must be approved 48 hours in advance by the Township Administrator. Such leave may not be taken in conjunction with vacation or sick leave except in the case where all sick leave has been used and denial of the use of personal leave would result in loss of pay..

ARTICLE XVII

NATIONAL DEFENSE AND MILITARY LEAVES:

The employer agrees to recognize and abide by all applicable statues, rules, regulations and orders with regard to employees affected by national defense and military leaves.

ARTICLE XVIII

JURY DUTY AND WITNESS LEAVES:

1. Jury Duty. Any full time employee shall be granted necessary time off without loss of pay when summoned to perform jury duty as prescribed by law. In no event is an employee to be excused from work for more than those of such duty performed. The employee shall notify the employer immediately of the requirement for this leave and subsequently shall furnish evidence that he/she performed the duty for which the leave was required. In the event that the employee is excused from jury duty prior to 12:00 noon on any day, he/she shall return to work.
2. Witness Duty. When a full time employee is summoned to appear as a witness for the Township before a court, legislative committee, or judicial or quasi-judicial body, he/she shall be granted time off without loss of pay if the appearance is during the scheduled work shift.

ARTICLE XIX

BEREAVEMENT LEAVE

Upon the death of a member of an employee's immediate family, the employee may be excused from work for up to three consecutive days for the purpose of attending to family affairs, such leave to terminate on the day following the funeral. No special reimbursement or compensatory time off shall be provided should the three consecutive days include weekends or holidays unless the employee has responsibilities as executor of the will of the deceased. Should the employee have such responsibilities, and supplies satisfactory evidence of same to his/her supervisor, holidays and weekends will be excluded from the calculation of the three consecutive days. Immediate family is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, current mother-in-law, current father-in-law, daughter-in-law, son-in-law, grandchildren, or relative living with the employee.

During this period of bereavement leave, the employee will be paid by the Township at his straight time rate of pay for time lost during his normal work schedule.

ARTICLE XX

OCCUPATIONAL INJURY LEAVE AND LEAVE WITHOUT PAY

1. Occupational Injury Leave. Employees will be paid the difference between their worker's compensation payment and their full salary for up to thirty (30) working days for each full year worked, cumulative over a five (5) year period to a maximum of one hundred fifty (150) days. Such payments shall be made only for compensable injuries or illness.

2. Leave Without Pay
 - A. Leave without pay may be granted by the Township Administrator to any permanent employee. Such leave shall be granted only when the employee has used his/her accumulated sick leave and vacation leave if leave without pay is requested for reasons other than illness. During period of leave, the employee shall not accrue any benefits or seniority.

 - B. Requests for leave without pay must be initiated in writing by the employee, containing the starting date, approximate date of return and reasons for such request. Such requests shall be submitted at least sixty (60) days in advance of the anticipated leave commencement date. No requests for leave without pay shall be considered unless recommended by the Department Head.

 - C. At the time leave is approved, the term of the leave shall be established.

 - D. Requests for an extension of the initial leave term must be submitted by the employee to the Department Head in writing at least thirty (30) days prior to the date on which the initial leave expires. Extensions shall only be granted under exceptional circumstances and where recommended by the Department Head.

- E. Any employee leaving his post of duty before receiving written authorization of such leave by the Administrator or who returns seeking to claim his/her position after the expiration of such leave will be deemed to have abandoned his position and resigned from the service of the Township.
- F. If an employee accepts another position while on leave without pay, his/her employment by the Township shall be deemed terminated.
- G. The Township reserves the right to grant leaves without pay only for good and sufficient reason and only when leave will not interfere with or disrupt Township business and is in the best interests of the Township.

ARTICLE XXI

SUBCONTRACTING OR WORK:

The Employer shall have the right, at its discretion, to apportion work by contract or subcontract as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. When the employer, at its discretion, contracts or subcontracts work, employees covered by this agreement should not suffer a lay-off. Employees so affected will be given every opportunity available to continue employment within their job title or any other position, if available.

ARTICLE XXII

MANAGEMENT RIGHTS:

The Township of Montgomery reserves unto itself all rights and responsibilities granted to it by law including, but not limited to, the right to hire, fire, discipline and direct the work force of the Township.

ARTICLE XXIII

WAGE & SALARY

1. Pay ranges for the various job classifications to be in effect for the years 1995 and 1996, respectively, are set forth in Schedule A, appended to this Agreement.
2. Effective January 1, 1995, each full-time permanent employee of the Unit shall receive an increase of \$.45 per hour over his/her rate of pay on December 31, 1994, provided that the resulting total shall not exceed the maximum of the range.
3. Effective January 1, 1996, each full-time permanent employee of the Unit, shall receive an increase of \$.35 per hour over his/her rate of pay on December 31, 1995, provided that the resulting total shall not exceed the maximum of the range.
4. Due to prior practices in salary administration, two employees in the Unit are receiving rates of pay over and above the maximum rates of pay for their respective job classifications:

Clarence Tunison	Equipment Operator III	\$.25
James Snyder	Dog Warden	\$.27

Notwithstanding the provisions above with respect to maximum rates of pay within pay ranges, these two individuals will continue to receive a rate of pay which exceeds the maximums for their ranges by the amounts stated in this Paragraph.

ARTICLE XXIV

WORKING APPAREL:

The Employer agrees to furnish to all employees covered by this agreement with normal working apparel. The Employer also agrees to replace items of apparel that are worn out or damaged beyond repair during the course of duty except that any items damaged or destroyed due to negligence of the employee shall be repaired or replaced at the employee's expense.

ARTICLE XXV

ACCESS TO PERSONNEL FILES:

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his/her personnel file. The employer has the right to have such review and examination take place in the presence of a designated official. The employer shall honor the request of an employee for copies of pertinent documents in the file. An employee may file a written response, of reasonable length, to any manner found in the file which the employee deems to be derogatory or adverse to that employee.

ARTICLE XXVI

HEALTH AND SAFETY

1. The employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
2. Employee complaints of alleged unsafe and unhealthful conditions shall be reported to the immediate supervisor and should be promptly investigated. Corrective action, of necessary, shall be initiated as soon as possible to remedy the condition.
3. Employees shall not be required to work under conditions which are determined to be unsafe on unhealthful by the immediate supervisor. An employee whose work is temporarily eliminated as a result of the foregoing may be promptly assigned on an interim basis to other work which the employee is qualified to perform.
4. If an employee incurs an on-the-job injury during normal working hours requiring medical attention, the employer will expedite such medical treatment by summoning an ambulance or providing transportation to a recognized medical facility.

ARTICLE XXVII

NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicaps, political affiliation, or union membership or non-membership, or legal Union activity permitted herein.

ARTICLE XXVIII

FRINGE BENEFITS:

1. Existing Benefits to be continued:

The parties agree that the existing Blue-Cross/Blue Shield-Major Medical Plan and the Public Employees Retirement System shall continue for the term of this Agreement.

2. The Township shall offer to members of the Union the same programs offered to other Township employees in the areas of Long Term Disability and Deferred Compensation.

3. Comprehensive Health Benefit (Cafeteria) Plan

A. Beginning with the month of August, 1995 the Township shall provide reimbursement of any actual expenditures for one or more of the following, provided that the expenditures are not eligible for reimbursement through insurance coverage:

1. Dental services
2. Optical services
3. Prescription drugs
4. Premium costs for dental insurance
5. Premium costs for disability insurance
6. Annual physical examinations
7. Premium costs for health maintenance organizations

The maximum reimbursement for a calendar year shall be \$850.00 per employee. Said reimbursement will be made in accordance with the administrative procedures established by the Township.

The employee shall be allowed to carry over unused portions of their cafeteria plan allowance from year to year up to a maximum of \$1,300.00.

- B. Under the terms of prior Agreements, the Employer has contributed to the Teamsters Local 575 Welfare Fund, and has continued to do so through July 31, 1995. Consequently, for the calendar year 1995 only, the \$850.00 reimbursement allowance shall be pro-rated for the months of August through December, a period of five months. The maximum reimbursement to members for 1995 shall be \$354.00 ($\$850.00 - 12 \times 5 = \354.00).

ARTICLE XXIX

NO STRIKES - NO LOCKOUTS:

Section 1.

It is agreed, subject to the Laws of the State of New Jersey applicable thereto, that the Union, its officers and representatives, and the employees covered by this Agreement will not strike, slow down, picket or engage in any job action or in any other way interfere with or interrupt the Township's operation of the facility(s) during the term of the Agreement. Likewise, the Township agrees there will be no lockout of employees during this Agreement.

Section 2.

Should there be a strike, picketing, job action or interruption of or interference with the Township's operations, or violations of this Article in any manner by the Union and or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and shop stewards shall immediately declare in writing the action so taken as illegal and unauthorized and order said employees to immediately cease the said activity and to resume their full job activities. The Union agrees further to cooperate with the Township to remedy any such situation by immediately giving written notice to the Township and the employees involved, declaring the said activity unlawful and directing the employees to return to work.

Section 3.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXX

EFFECT OF AGREEMENT:

1. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues for the terms of this agreement. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
2. By mutual consent only, the parties may enter into negotiations during the term of this agreement for the purpose of amending same. This agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for acceptance by the Township Administrator.
3. If any provision of this agreement is subsequently declared by a proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XXXI

TERM OF AGREEMENT:

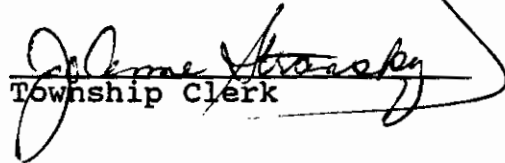
The terms and effects of this Agreement shall be in force commencing January 1, 1995 and shall remain in effect and full force through December 31, 1996. It shall be automatically renewed from year to year thereafter unless either party shall give written notice 120 days prior to the expiration date of its desire to modify or terminate the Agreement. In the event that such notice is given, negotiations shall be given no later than 90 days prior to the expiration date. The Employer and the Union acknowledge this to be their complete Agreement.

For the Township:



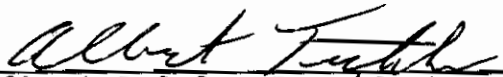
Mayor

ATTEST:



Township Clerk

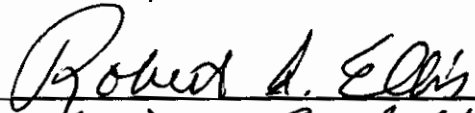
For the Union:




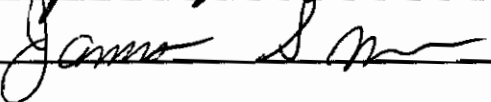
Albert Tulela, President
International Brotherhood of
Teamsters, Local Union No. 575

DATE:

9/16/95







SCHEDULE A

HOURLY PAY RANGES

<u>JOB CLASSIFICATION</u>	<u>1995</u>		<u>1996</u>	
	<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>
Equipment Operator III	13.41	16.21	13.76	16.56
Equipment Operator II	12.20	14.73	12.55	15.08
Equipment Operator I	10.14	12.19	10.49	12.54
Laborer	9.21	11.05	9.56	11.40
Dog Warden	12.20	14.73	12.55	15.08
Building Custodian	10.14	12.19	10.49	12.54