



A G R E E M E N T

between

TOWNSHIP OF BRICK

and the

**TRANSPORT WORKERS UNION
OF AMERICA AFL-CIO**

LOCAL 225 BRANCH 4

January 1, 2008

through

December 31, 2011

BRICK TWP CONTRACT INDEX

I	RECOGNITION	1
II	DUES CHECK OFF	1
III	COMMITTEE ON POLITICAL EDUCATION	2
IV	BULLETIN BOARDS	3
V	GRIEVANCE & DISCIPLINARY PROCEDURE	3
VI	UNION SECTION COMMITTEE BUSINESS AND VISITATION	5
VII	WORK WEEK	6
VIII	TIME OFF WITH PAY	9
IX	VACATION	11
X	PERSONAL DAYS, SICK TIME, BEREAVEMENT	13
XI	WORK WEEK-DEPARTMENT OF PUBLIC WORKS	15
XII	HEALTH AND WELFARE	19
XIII	SENIORITY	22
XIV	LONGEVITY	22
XV	MANAGEMENT RIGHTS	23
XVI	RULES AND REGULATIONS	24
XVII	UNIFORMS, EDUCATIONAL PROGRAMS AND OTHER BENEFITS	25
XVIII	SUSPENSIONS, DISMISSALS, DEMOTIONS & PROMOTIONS	27
XIX	DISCRIMINATION	27
XX	SALARY	28
XXI	COMMUNICATIONS OPERATORS	29
XXII	EMERGENCY MEDICAL TECHNICIANS	32
XXIII	EARLY RETIREMENT INCENTIVE	33
XXIV	FURTHER NEGOTIATIONS	34
XXV	SEVERABILITY	34
XXIV	FULLY BARGAINED PROVISIONS	34
XXV	DURATION OF AGREEMENT	34

THIS AGREEMENT, made this First day of January, 2008, between the TOWNSHIP OF BRICK, a Municipal Corporation of the State of New Jersey, having offices at 401 Chambers Bridge Road, Brick, New Jersey, hereinafter referred to as "Township", and TRANSPORT WORKERS UNION OF AMERICA, A.F.L.-C.I.O., and its LOCAL 225 BRANCH 4, having offices at 1451 Highway 88 West, Suite 7, Brick, New Jersey, hereinafter referred to as "Union".

ARTICLE I RECOGNITION

In accordance with the provisions of the New Jersey Employment Relations Act, the Township recognizes the Transport Workers Union of America, A.F.L.-C.I.O., Local 225 Branch 4, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission.

Unit:

Included: All Employees employed by the Township of Brick.

Excluded: Managerial executives, confidential employees, police, professional employees, craft employees, and supervisory employees within the meaning of the Act.

ARTICLE II DUES CHECK-OFF

- A. Upon receipt of a duly signed authorization, the Township shall deduct membership dues and remit dues deducted as directed on the authorization card.
- B. The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Union and the amount shall be uniform for all members.
- C. No deduction will be made for any month in which there is insufficient pay available to cover same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township, through

error or oversight, failed to make the deduction in any monthly period.

D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

E. For any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of permanent full-time employment, the Township will deduct from all such employees, an Agency Fee and/or Maintenance Fee charge, or eighty-five (85%) percent of the regular dues, each month at the time the regular dues are deducted and remit such Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the Union.

F. The Union will indemnify and save harmless the Township from any and all claims and disputes that may arise out of or by reason of action taken by the Township in reliance on the authorization form set forth above.

ARTICLE III COMMITTEE ON POLITICAL EDUCATION

A. The Township agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

B. The Union will indemnify and save harmless the Township from any and all claims and disputes that may arise out of or by reason of action taken by the Township in reliance on the authorization of deducted monies in behalf of the Union.

ARTICLE IV BULLETIN BOARDS

A. Bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health, safety and welfare of Union members. The number, size and location of the bulletin boards shall be the same as exists at the date of execution of this Agreement.

B. Materials to be posted on the bulletin board will be signed by the shop steward and in no event shall any material be posted which is deemed by the Business Administrator or his designee to be detrimental to the good order of the Department.

ARTICLE V GRIEVANCE AND DISCIPLINARY PROCEDURE

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him/her a misinterpretation or misapplication of the terms and conditions of this Agreement.

B. **Level One:** Within thirty (30) calendar days after the occurrence of a grievance, a grievance may be discussed with the immediate Supervisor by the grievant with or without a Union Committee Representative. Within five (5) business days thereafter, a written reply shall be given by the supervisor to the grievant and Union Section Representative.

Level Two: Within five (5) business days from receipt of the Supervisor's reply, the Union may submit the unresolved grievance in writing to the Department Head. The Department Head may hold a hearing, if requested by the Union, with the Union and grievant within five (5) business days thereafter. A written response will be provided by the Department Head to the Union within five (5) business days of submission or the hearing, whichever is later.

Level Three: Within ten (10) business days from receipt of the Department Head's reply, the Union may submit the unresolved grievance in writing to the Business Administrator. The

Business Administrator, in his discretion, shall either review the grievance as submitted to him in writing and provide his written decision within ten (10) business days from the date of the submission, or hold a meeting with the Union Section Committee and the grievant and within fourteen (14) business days after receipt of the grievance, submit his decision in writing.

In grievances involving Administration, Finance and Public Affairs where the Department Head and the Business Administrator are the same person, Level Two will be omitted and the matter will proceed to Level Three.

Level Four: Within ten (10) business days after receipt of the Business Administrator's decision, and if the grievance is still unresolved, the matter may then be submitted to the Mayor. The Mayor, in his discretion, shall either review the grievance as submitted to him in writing and provide his written decision within five (5) business days from the date of submission, or hold a meeting with the Union Section Grievance Committee together with one (1) or more local Union Officers and the grievant and within ten (10) business days after receipt of the grievance submit his decision in writing.

C. 1. Within twenty (20) days after receipt of the Mayor's reply, any grievance processed under this article through the above levels, which cannot be resolved satisfactorily after going through the foregoing procedures, may be submitted by either the Union or the Township in writing to the Public Employees Relation Commission.

2. The arbitrator so selected shall confer with the representatives of the Township and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. Only one (1) issue shall be submitted to the arbitrator (aside from any question of arbitrability) unless the parties mutually agree otherwise. The arbitrator shall be without power or authority to make any decision which requires the commission of an act

prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Township and the Union and shall be final and binding on the parties.

3. The costs for the services for the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence shall be borne equally by the Union and the Township. Any other expenses incurred shall be borne by the party or parties incurring same.

D. If the Township fails to meet or answer any grievance within the prescribed time limits as herein provided, such grievance may be processed to the next step. Written notice of the failure shall, in each instance, be given in writing to the Township Business Administrator.

E. Disciplinary action against an employee in the form of a suspension will not be invoked by the Township until the matter has been reviewed by the Business Administrator at the option of the Township, the Mayor, or his designee. Notwithstanding the foregoing, the Supervisor or Department Head may invoke such disciplinary action as perceived appropriate where an employee's conduct is of such a serious nature as to require immediate action in the opinion of the Supervisor or Department Head for the health, welfare, safety or order of the Township and its employees.

F. All verbal warnings and written reprimands in an employee's central and departmental personnel file will not be used in any future disciplinary matter, provided that the employee has received no disciplinary action for a continuous two (2) year period.

ARTICLE VI UNION SECTION COMMITTEE BUSINESS AND VISITATION

A. The members of the Union's Section Negotiating Committee, not to exceed four (4) in number, shall be granted time off from duty with full pay for all meetings between the Township and the Union for the purpose of negotiating the terms of an Agreement when such

meetings take place at a time during which such employee member, who is an official of the Union Section Committee as provided in Article V preceding, will also be granted the same privilege for processing grievances. All such meetings shall be coordinated and scheduled with the approval of the Business Administrator.

B. The Union's Section Representative or any officer of the Local Union shall have admission to the Township premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such Representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head for permission to visit, which permission shall not be unreasonably denied; it being understood, however, that such Representative shall not in any way interfere with operation of the Department during working hours and that this privilege shall be so exercised as to help at a minimum time loss thereby to the Township.

C. Union Leave: One (1) full time Union Officer shall be granted unpaid leave to serve as an elected officer of the Transport Workers Union of America A.F.L.-C.I.O. Such leave will coincide with the applicable term or duty of the office held. The Township shall continue to pay the employee's wages and benefits and shall be reimbursed for salary by the Union. During such leave the Employee will continue to accrue seniority.

ARTICLE VII WORK WEEK

A. **Work Hours:** Present work hours in the case of each employee to continue. Employees working in the Municipal Complex may be required to work a staggered shift one (1) day per month to enable to serve the public on a weekday in the evening. This shall be done on a voluntary basis in accordance with seniority; in the event that there are no volunteers, the junior qualified employee in the Department shall be assigned. Effective on the date of ratification (2/26/09), One (1) municipal court employee will work flex time once a week on a rotating

basis for scheduled court days, which will be scheduled based on seniority.

B. Overtime: Whenever an employee works in excess of his/her regularly assigned schedule, he/she shall be paid for such overtime work at one and one-half (1 1/2) times the hourly rate which he/she receives for his regularly assigned duty.

1. Overtime is defined as anything more than the normal working day. Note: For Sanitation employees, anything over eight (8) hours a day and Saturdays will be considered overtime.

2. All overtime work must be offered to available regular full-time employees before any part-time employee is used.

3. All overtime shall be designated by the Supervisor. A list shall be posted with the names of those employees subject to overtime work, including snow work, with the senior employee's name on top and so on down. After the senior employee has had his turn, the next senior employee in line shall be offered overtime, etc. No employee shall again be assigned to overtime until the seniority list is exhausted. If for any reason other than illness an employee on the top of the list refuses the overtime work, he/she, as well as those that have been given the opportunity to work overtime, shall be placed at the bottom of the list in order to work his way to the top again.

C. Overtime shall be paid in the following instances:

any time worked more than the normal working day;

effective 1/1/98, a minimum of two (2) hours guaranteed for a call in before or after an employees regular shift hours if employee reports to work within one (1) hour of receiving the call, unless otherwise specified;

*effective 1/1/98, a minimum of four (4) hours guaranteed for working on the employee's normal day off;

*minimum of six (6) hours guaranteed for scheduled work on the employee's normal day off.

snow work shall be paid time and one half (1 1/2) an employees' hourly rate for the first twelve (12) hours on overtime beyond the regular work day.

*Effective upon ratification (2/26/09), in the event Deputy Court Administrators are called in for overtime, overtime will be paid in accordance with this section, and their standby pay shall be forfeited. If the Deputy Court Administrators are called back to work multiple times within the two-hour block on a scheduled work day, within the four-hour block on a Saturday, or within the six-hour block on a Sunday or holiday, they will be compensated for the initial call-in block only. If, however, the Court Administrators are called back to work outside the hour parameters of the initial call-in, they will be compensated for the initial call-in and the initial call back. For example, a Deputy Court Administrator called in to work multiple times on a Saturday during a four-hour block period of time will receive only four hours of overtime for the multiple call-ins. If they are called back to work after the expiration of the initial four-hour call-in block, the Deputy Court Administrator will be entitled to an additional four (4) hours of overtime.

D. **Double Time** shall be paid in the following instances:

*employees, other than those normally required to work on Sunday, shall receive double their hourly rate for all work performed with a minimum guarantee of six (6) hours;

snow work after the first twelve (12) hours shall be paid a double-time rate.

Communication Operators after the first twelve (12) hours of duty shall be paid double time. (Effective 1/1/2000)

E. **Premium Pay** shall be paid:

On any of the fourteen (14) holidays, the employee shall receive his/her holiday pay plus two (2) times the employee's hourly rate for a minimum of six (6) hours.

F. **Emergency Stand-By:** The administrative head of any department or division may require an employee to remain on emergency standby for recall to employment during after-work hours. In the event any employee is required to be on emergency standby, such employee shall be compensated at the rate of two (2) hours regular rate of pay. If an employee on standby fails to report for work when required by his superior, the emergency standby pay shall be forfeited.

G. Meal Allotment Program:

1. Effective 1/1/05, the meal allowance for every four (4) hours segments of snow overtime work shall be compensated at \$8.00 per break. The employee shall submit a voucher and the Township will promptly pay within the next pay period.
2. Effective 1/1/05, in lieu of an evening dinner break, employees of the Municipal Court shall receive an \$8.00 meal voucher, which shall be paid within the next pay period.

H. Work in a Higher Classification: Employees assigned to perform all of the required duties of a higher classification shall be entitled to the pay of the higher classification after more than five (5) consecutive working days in such classification for each assignment. On the sixth (6th) consecutive working day, the higher rate of pay shall commence.

I. Inclement Weather Emergency: Public Safety Telecommunicators/Trainees, Emergency Medical Technicians, and Department of Public Works Employees are essential and shall be required to work during inclement weather.

* In the event the Municipal Offices close for the day or early due to weather conditions, all employees who work shall receive, in addition to pay, equivalent time off or to be paid at their overtime rate at the discretion of the Business Administrator. Essential employees scheduled to work who are unable to report shall be charged with time from their accrued bank.

*Department of Public Works Employees shall also make themselves available when inclement weather occurs outside their regular workday.

**ARTICLE VIII
TIME OFF WITH PAY**

A. (1) Holidays: All departments, unless otherwise specified, covered by this Agreement shall receive full pay for fourteen (14) holidays. The Holidays include: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Election Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Day. When a holiday provided

for in this Agreement falls on a weekend, it shall be celebrated on the day designated by law for that purpose.

(2) Floating Holidays: Effective January 1, 1998, Lincoln's Birthday shall become a floating holiday for all employees, with the exception of Communications Operators. Effective January 1, 2005, Good Friday shall become one of the Floating Holidays, with exception of Communications Operators. Request for the floating holiday shall be made three days in advance to the Supervisor and shall not be unreasonably denied. If someone is prevented from taking the floating holiday off, that employee shall be paid for that day at the premium pay rate at the end of the calendar year. In the event an employee is called in on their floating holiday, they shall receive the premium pay.

(3) Communications Operators: shall celebrate any of the Holidays above on the actual calendar day. Effective 1995, Communications Operators shall celebrate Easter Sunday as a holiday, in lieu of Martin Luther King's Birthday.

B. Pay Period: All employees covered by this Agreement shall be paid bi-weekly provided said employees shall have worked (or been off sick with sick time due) and if there was a holiday during the pay period. Effective as soon as possible after ratification (9/15/04), the employer will educate the employees on the benefits of direct deposit and assist all employees in signing up for direct deposit.

C. Jury/Court Duty: Any employee covered by this Agreement who is absent from work because of jury duty or appearing as a witness on behalf of the Township upon proper evidence of same being presented to the Business Administrator, shall receive regular full time pay for said jury duty or witness service on behalf of the Township. However, all jury pay shall be deducted from the regular straight time pay to be given to the employee for service on jury duty so that the employee will receive from the Township the difference between his regular straight time pay and jury duty pay. All jury duty pay will be turned over to the Township and the Township shall reimburse the employee by separate check for travel expense allowable by the Court. In the event the employee is excused from jury duty before 12:30 p.m., he shall report to

work for the balance of the day allowing for a sufficient amount of time for travel and lunch period. An employee who works an evening or midnight shift and who is called to jury duty or court duty to testify on behalf of the Township shall be granted equivalent time off on a daily basis without loss of pay. However, if the evening or midnight shift employee is excused and need not report for jury duty, the employee shall report to work on their normal shift.

ARTICLE IX VACATION

A. 1. During the first year of employment, an employee is to receive one (1) day's vacation for each month of employment. Thereafter, vacations shall be twelve (12) days for the first full year of employment with one (1) day added for each additional year of employment, not to exceed the maximum of twenty-five (25) days.

2. Effective January 1, 2005, upon twenty (20) years of service, the maximum amount of vacation days shall increase to thirty (30) days per year.

B. Vacation monies shall be given to employees before going on vacation, if requested three (3) weeks prior to the vacation day.

C. Vacation shall be chosen in seniority rotation order. The initial "first pick" shall not exceed a block of time of two separate five (5) consecutive work day time periods, or one single ten (10) consecutive work day time period; the second pick may be for an unlimited number of days. The Business Administrator may extend the block of time requirement for extenuating or unusual circumstances.

D. 1. The Department/Division Head in each department shall administer the vacation leave policy in each office; where two vacation requests come in for the same day(s) off, seniority shall determine who goes on vacation.

2. For the Department of Public Works and those Departments that by necessity need to utilize such a procedure, it shall be as follows:

Not later than January 31st of each year, such Departments shall post vacation periods and a list of seniority in each title the number of employees permitted to take vacation during each weekly period. Employees in accordance with seniority within each division shall be given first choice. The senior employee shall pick his/her initial "first pick" as in C. above, then go to the bottom of the list and shall not choose his/her second pick until after all other employees in his/her title have had their pick. After every employee within a Department/ Division or Office has made their selected blocks of time, individuals may select additional blocks of time and/or single days. Management reserves the right to modify the number of employees or vacation periods prior to posting.

3. Those employees failing to select within thirty (30) days (by March 2nd) of posting shall go to the bottom of the list. These employees may pick at other times of the year subject to availability on the calendar as seniority will not displace a person who picked in accordance with the standard procedure.

E. Vacation:

1. Accrued vacation time carry-over may be permitted upon the approval of the Business Administrator and/or if the employee is prevented from taking his vacation due to the press of Township business up to a maximum of one years allotment.

2. The employee will be permitted to take off one or more days of his accumulated vacation time with the approval of the Department Head.

F. The Township and each employee has the option between October 1 and October 31 of each year to request to cash in up to one-half vacation time not used for 80% of the full money value at the discretion of the Business Administrator and subject to the mutual agreement between the employee and the employer and the availability of funds. Compensation for days shall not exceed a maximum of thirty-five (35) days' pay, including any sick days sold back in accordance with Article X(e), excepting those employees participating in the early retirement incentive program where accumulated time will be paid at full money value for vacation days and 80% of the employee's accrued sick time.

ARTICLE X
PERSONAL DAYS, SICK TIME, BEREAVEMENT

A. 1. In the case of death in the immediate family as defined below, employees shall be granted leave up to a maximum of five (5) days within (7) calendar days including the day of the funeral, per occurrence, following the death without loss of pay for: spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step-children, grandchildren, son-in-law, daughter-in-law, and three (3) consecutive calendar days including the day of the funeral for brother, sister, brother-in-law, sister-in-law, and grandparents, and one (1) day of leave without loss of pay for the day of the funeral for premature birth resulting in death (submission of a death certificate may be required).

2. In the case of the death of an aunt, uncle, niece, nephew of the employee or the employees spouse, the employee shall suffer no loss of pay for two (2) days absence, one of which shall be the day of the funeral.

3. In the event of the death of an employee's grandfather-in-law or grandmother-in-law, or the parent of your child, the employee will be granted one (1) day leave without loss of pay for the day of the funeral.

4. The Township reserves the right to request reasonable proof of the death.

5. All of the above may be extended with the approval of the Business Administrator upon a written request.

B. **Sick leave** with pay shall be granted as follows:

One (1) working day for every month of service during the remainder of the first calendar year of service following permanent appointment; fifteen (15) working days in each calendar year thereafter. However, a doctor's certificate shall be required after five (5) consecutive working days absent, and the certificate shall certify to the illness for the entire five (5) day period. However, if the Township should request a doctor's certificate under any other

circumstances, the cost for such doctor's certificate and/or examination will be at the Township's expense.

If an employee utilizes all of his/her earned and accumulated sick days, the employer has the right to request a doctor's note for any subsequent absences. The cost of such doctor's note shall be borne by the employee. Anyone utilizing their allotment of accrued sick time such that any further absences will be charged as leave without pay (deduct) will be placed on a five day delayed payment system and will remain so for the duration of that calendar year.

C. 1. It is agreed that any employee covered by this Agreement who, at the time of retirement, has at least five (5) years employment with the Township, or any employee who, at the time of separation of employment with the Township in good standing, had at least ten (10) years employment with the Township, has unused sick time due, as provided by Revised Statutes 11:24.1 et seq., shall be paid in the lump sum four (4) days pay (at the rate he or she is receiving at the time of retirement or separation) for each five (5) days standing to his credit, but not to exceed a total of one hundred seventeen (117) days pay. For those employees with twenty-five (25) years of service or more, the limit shall be one hundred fifty (150) days. New hires shall have a maximum cap of \$7,500.00.

D. Each employee shall be granted three (3) personal leave days per year that may be utilized as emergency personal days, and may be taken on any day throughout the year; however, these days may not be taken consecutively but must be used individually one day at a time. While it shall not be necessary for employees to give reasons for the leave, such personal days are not to be used for the purpose of vacation or other recreational reasons.

A request for an emergency personal day, however, must be made on the day of the emergency by phone call to the employee's immediate supervisor or department head; the supervisor must be made aware of the nature of such emergency. Application for personal leave, with the exception of an emergency personal day, shall be made three days in advance to the Business Administrator whose approval shall be required before taking of the personal day.

E. The Township and each employee has the option between October 1 and October 31 of each year to request an exchange of accrued sick time, compensation shall not exceed a maximum of thirty-five (35) days of pay, which days shall include any vacation days sold back in accordance with Article IX (f), excepting those employees participating in the early retirement incentive program where accumulated time will be paid at full money value for vacation days and 80% of the employee's accrued sick time. This provision is at the discretion of the Business Administrator and subject to the mutual agreement between the employee and the employer and the availability of funds. Payment shall be made by December 31.

**ARTICLE XI
WORK WEEK DEPARTMENT OF PUBLIC WORKS**

All Department of Public Works personnel shall be required to obtain and maintain a CDL license, unless medically unable to obtain or maintain the CDL license, or as otherwise excused by the Business Administrator. Department of Public Works Office/Clerical Employees will not be required to obtain/maintain a CDL and, therefore, are not subject to the drug and alcohol testing pool.

A. Road Department Personnel:

1. The regular workweek shall consist of four (4) days at nine and one-half (9 1/2) hours per day at regular time, with coverage Monday through Friday. The work schedule will be set up as follows:

- Monday Partial Crew*
- Tuesday Full Crew
- Wednesday Full Crew
- Thursday Full Crew
- Friday Partial Crew*

*The number of employees on Monday and Friday in each class shall be set by Management.

(a) The days to be worked during the workweek shall be scheduled by seniority. If a holiday falls on Monday, those whose regular day off is Monday shall celebrate the holiday the day after; where a holiday is on a Friday, those whose regular day off is Friday, shall celebrate

the holiday the day before.

(b) Employees who are scheduled to work on Fridays or Mondays and who are normally scheduled to be off on either day shall be compensated at one and one-half (1 1/2) their normal rate of pay. Those scheduled to work on Saturdays shall be compensated at one and one-half (1 1/2) their normal rate of pay. Those scheduled to work on Sundays shall be compensated at double their normal rate of pay.

(c) Compensation for sick, personal, holidays or vacation days shall be computed on an hourly basis such that compensation is equivalent to that time which would have been earned in the absence of the four day workweek. Each employee shall be scheduled, in fixing the normal workweek, to have either Friday, Saturday, Sunday or Saturday, Sunday, Monday off. The combination of consecutive days off to be fixed for each employee shall be in the discretion of management.

(d) Sweepers/Operators shall have the option of remaining on the present system or working under the four day workweek applicable to the Division of Roads.

2. Road Department New Employees: All Road Department employees hired as of January 1, 1988, the enforcement date of this Agreement, regardless of where assigned shall work a five (5) day work week.

B. Mechanics/Mechanic Helpers:

1. Mechanics/Mechanic Helpers/Parks Employees assigned to the Public Works Garage shall work a five (5) day workweek, eight (8) hours per day, inclusive of a half hour lunch. This shall become effective upon ratification.

2. In the event a second shift is scheduled in the garage, employees shall pick their shift in seniority order annually. Effected employees shall be paid a five (5) percent night shift differential.

C. Division of Sanitation Employees:

1. Sanitation Employees shall have a workweek of five (5) days per week, eight (8)

hours per day with overtime commencing after eight (8) hours of work or forty (40) hours per week, Monday through Friday.

2. Sanitation/Recycling routes shall be picked annually in seniority order by drivers; laborers shall also pick annually by seniority order. A list of seniority and routes will be posted. Picks to be completed on December 15th of each year, or the Monday following. It is the responsibility of the employee to be present for the pick, unless on an approved leave of absence or utilizing a contractual benefit, in which case the Supervisor will contact the employee to let him know what routes are available for the employee to make a selection.

3. If a sanitation driver needs to be replaced, it will be offered to sanitation laborers according to seniority, whether on a day to day basis, seasonal or provisional. If a sanitation or recycling driver is needed to work as a laborer, it shall be determined by reverse seniority order of the drivers seniority list, where practical of the employees present.

4. Employees with scheduled routes that require pickups on Saturdays or holidays will be guaranteed to work that date, in accordance with route and truck picks, provided that garbage/refuse is being collected on that date.

5. The parties agree to continue the practice of maintaining operations at the DPW refuse/recycling site (hill), whereby one employee shall be designated by Administration to work on a steady basis on the Saturday, with assistance from parks laborers who shall rotate Saturday duty in seniority order.

D. Snow Plowing Policy

1. Snow plowing, including sanding and salting of Township roads, shall be performed by employees of the Department of Public Works in the following manner:

a. During the normal workweek, employees of Roads and Parks shall first be called in seniority rotation order. In the event that additional manpower is needed, employees in Sanitation/Recycling shall be called. Vehicles shall be operated by CDL Licensees.

b. Snow work, including snow plowing, sanding and salting, outside of the normal work

schedule, shall be offered to CDL licensees in seniority rotation order regardless of the department and title held. For Sanitation/ Recycling Automated Operators this shall mean on non-work days of the weekends from 6 p.m. Friday to midnight Sunday, and extend to cover non-working holidays. The Township shall comply with CDL Rules and Regulations as to the maximum amount of time an employee can be on duty, which is 15 hours, except in a case of an emergency situation as declared by the Business Administrator. These changes have been made due to the modernization of the Sanitation and Recycling Division using automated trucks.

c. Employees of Buildings and Grounds shall be called first to perform snow removal at the Township buildings where they are regularly assigned.

d. For safety reasons, two (2) employees shall be assigned to snow plowing during the hours from dusk to daybreak when truck with a GVW rating of 70,000 lbs. or over are utilized. This shall mean one (1) CDL driver and one (1) laborer called in on a seniority rotation order subject to the limitations above. Two (2) employees, a laborer and a CDL driver shall be assigned to duty for sanding/salting.

e. Any employee holding the title of laborer and assigned to snow plowing, including sanding and salting, requiring a CDL license shall receive the higher rate of pay at truck driver beginning on the first day assigned.

2. In the event that insufficient CDL holders are available, the Township may utilize all other Township employees in the Department of Public Works in seniority rotation order as long as they operate vehicles that do not require a CDL operator.

E. Automated Vehicles

Employees working in a higher classification by driving a designated route or driving automated vehicles will be paid the higher rate of pay beginning with day one (1) on a quarterly basis. A document outlining the number of hours shall be submitted by the Director of Public Works within ten (10) days following the close of the quarter, and the pay shall be issued within three (3) weeks of receipt of the document.

F. Bus Operators

Bus drivers shall receive full time status with all rights and benefits accruing thereto. Bus Drivers shall work a five (5) days per week with two (2) consecutive days off, eight (8) hours per day inclusive of a half hour lunch break and two (2) fifteen minute breaks. Bus operators shall have first choice on bus driving for special events, i.e.. Summerfest etc. Current bus drivers have the option to remain on part-time status if they so choose.

ARTICLE XII HEALTH AND WELFARE

A. Health Insurance:

1. The Township shall provide Traditional and POS Health Insurance with at least a \$1,000,000.00 (\$100.00 deductible per year) Major Medical Coverage for each employee and his family or equal coverage.
2. Effective upon ratification, or as soon as practical, the Traditional Plan shall be eliminated and the Township shall provide all employees with health insurance through Horizon Direct Access for each employee and his/her eligible dependents, or equal coverage. Effective January 1, 2010, all employees will contribute one (1%) percent of base salary toward the cost of medical.
3. Employees with dependent coverage who have proven alternate coverage may exercise the option of not participating in the spouse and dependent coverage provided for in the Group Insurance Health Plan. Beginning in 1995, employees choosing this option will receive \$1,000.00 annually to be paid in a lump sum, in a separate check, in the first pay period in December.
4. Effective January 1, 2009, employees who use the Wellness Clinic for screening and risk assessment will receive a One Hundred (\$100) Dollar incentive. Employees, who use the clinic as a patient, will have no physician co-pay. The Clinic is for adults only (Employee and Spouse) The Clinic is bound by the same HIPAA privacy rules.

B. It is agreed that the Township shall provide Temporary Disability Insurance in accordance with the plan made available to employees of the State of New Jersey through the New Jersey State Department of Labor and Industry, or through an approved private plan at the option of the Township where the benefits and employee's contributions are comparable to the State Plan.

C. It is agreed that the Township shall pay for replacing eyeglasses broken due to the performance of the employee's duties. However, before said eyeglasses are replaced by the Township, the employee shall be required to produce the broken eyeglasses, which will then be replaced by comparable eyeglasses.

D. The present prescription plan for each employee and his eligible dependents shall continue in full force and effect. The present prescription plan shall be modified as soon as practical after ratification, to provide for \$10.00 generic drug co-pay and a \$20.00 non-generic drug co-pay.

E. The Employer will provide a fully paid dental plan, eighty (80) percent paid by the plan and twenty (20) percent paid by the employee; the dental coverage calendar year maximum shall be \$1500 per person per year, and orthodontist coverage of \$1,000 maximum per person. Dental coverage will become effective for new employees the first of the month after two (2) months of permanent employment to the extent that the Township's current contract with its dental provider will permit this two (2) month effective date. Otherwise the effective date will remain at its current time period of becoming effective after four (4) months of permanent employment. When the Township renews its next contract with its dental carriers, the Township will change its contract with its dental carrier so that coverage will become effective for new employees the first of the month after two (2) months of permanent employment.

F. The Township will provide hospitalization, surgical, prescription and major medical coverage with full family benefits for all retirees with twenty-five (25) or more years of service effective upon receipt of a service retirement or disability pension. Current and future retirees

shall be provided with the same health benefits as are provided to current employees at no cost to the retiree.

G. The Township shall secure Accident and Liability Insurance for all employees to provide for defense of all actions, except those brought for punitive damages, against an employee by a third party as a result of the Township employment, including defense of all 911 related litigation.

H. In the event an employee is absent from work due to an alleged disability resulting from a job related injury, such employee shall be paid his or her full pay for the first six (6) months during the period in which the employee is qualified for temporary disability payments under the Workers' Compensation Law. After six (6) months and if the employee has not been returned to work, the compensation shall be reduced to 70%, the minimum required by law. Insurance benefits for temporary disability pay due to an employee shall be assigned to the Township during such period in consideration of the Township paying to the employee his or her full pay. If no determination is made pursuant to the Workers' Compensation Law regarding the partial or total disability of an employee, then two and one-half (2 1/2) days of the first seven (7) days of an employee's absence shall be deducted and charged against any sick leave days which said employee may have accrued. If the employee does not have any remaining accrued sick leave days, the two and one-half (2 1/2) days deduction shall be taken against sick leave days which the employee may be entitled to in the ensuing year. If any action is pursued which results in an award of partial or total disability, there shall be no reduction of sick leave days as set forth herein above.

I. Effective January 1, 2005, the Township shall provide the Spectera Vision Program which provides for an annual exam and lenses, frames on a twenty-four (24) month basis for employees and their dependents.

K. For employees choosing to forego participation in the Group Health Insurance Plan, such employees will receive an annual payout equal to twenty-five (25%) percent of their medical plan up to a maximum of \$4000. The payout shall be calculated annually on the cost of the program the employee opted out of and distributed as per A.3. above.

ARTICLE XIII SENIORITY

- A. The Township agrees that it is bound to the seniority rights as established by applicable Civil Service Laws and Regulations.
- B. A laid-off employee and/or any employee who leaves the employ of the Township by his/her own choice with proper notification shall be paid for all unused vacation time.
- C. The Township shall supply the Union with a seniority roster which shall contain the job classification and the date on which each employee was given permanent employment. A copy of such roster shall be placed on all bulletin boards.
- D. A permanent employee shall accrue seniority from the first day of employment with the Township, and such employee shall retain all accrued seniority when there is a change in the job title of such employee.
- E. The employment anniversary date for individuals employed by the Township shall be established in respect to the actual employment date.

ARTICLE XIV LONGEVITY

A. 1. All employees covered by this Agreement shall receive and be paid longevity pay over and above his/her salary in accordance with the provisions of the pertinent ordinance adopted by the Township as follows: as provided in Ordinance 19-68. Longevity pay shall be payable to eligible employees on their anniversary dates in accordance with the following schedule:

After 5 full years of service 1% of base salary

After 10 full years of service 3% of base salary

After 15 full years of service 5% of base salary
After 20 full years of service 7% of base salary
After 25 full years of service 9% of base salary
After 30 full years of service 10% of base salary

2. Effective January 1, 1998, newly hired employees shall not be eligible for longevity pay.

B. All salaries shall have a minimum and a maximum range with yearly increments of at least one-seventh (1/7) of the difference between the minimum and the maximum to be paid so the employee reaches maximum by the seventh increment. Increments shall be payable to eligible employees on their anniversary dates after each full year of employment. Effective January 1, 2000, the above is amended to one-eighth (1/8) to provide that an employee reaches maximum by the eighth increment.

C. Effective January 2, 2000, the parties agree to an eight (8) step guide for new hires. In the first year of hire, the salary shall be 66% of the current step three (3) of the guide of his/her title; In the second year of employment, as per the employee(s) anniversary date, the salary shall be increased to 33% of the current step three (3) of the guide of his/her title. On the third year of employment, as per the employee(s) anniversary date, the salary shall increase to the current step three (3) of the salary guide of that title.

ARTICLE XV MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees during working hours.

2. Type of work to be performed.
3. Work assignment.
4. Machinery, tools, and equipment to be used.
5. Shift schedules.
6. Hours of work.
7. Hire, promotion, discharge, demotions, and disciplinary action against employees, all in accordance with Title II (Civil Service) and terms of agreement contained herein.
8. Making, drafting, and enforcing rules and regulations governing the same and safety of its employees.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township shall be limited only by the specific and express terms of this Agreement and then only to the extent that specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Brick Township.

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

ARTICLE XVI RULES AND REGULATIONS

A. The Township may establish and enforce reasonable rules and regulations for department operations and conduct of personnel thereof and maintenance of discipline; copies of such rules and regulations shall be furnished to the Union and shall be posted on various bulletin boards as, if and when established.

B. The employees shall comply with such rules and regulations, and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If any employee of the bargaining unit believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instructions, but with the further provision that such employee of the bargaining unit may treat the order or instruction as a grievance which should be handled in accordance with the grievance procedure set forth previously.

C. All employees shall be provided with a set of rules and regulations governing them, as, if and when established.

ARTICLE XVII UNIFORMS, EDUCATIONAL PROGRAMS AND OTHER BENEFITS

A. Uniforms

1. a. Blue Collar Uniform maintenance annual allowance shall be paid for year 2004 in the same manner as in prior years; effective as soon as possible in year 2005, the Township shall supply eleven (11) sets of uniforms with weekly laundering service. New sets of uniforms shall be supplied every two (2) years. In addition one (1) winter coat and (2) lightweight jackets shall be issued beginning February 1, 2005 and replaced every two years. The Township shall supply on an annual basis ten (10) short sleeve (T-shirts) or long sleeve shirts, which shall be provided by May of each year.

b. All Blue Collar workers shall continue to receive an annual workshoe/glove allowance of \$200.00 which will be provided in the second pay period in November of each year.

2. Garage personnel and mechanics and building maintenance employees shall receive uniforms in accordance with A above. Mechanics, Senior Mechanics, Mechanic Helpers, Garage Personnel are to be provided with prescription safety glasses, and two (2) pairs of regular coveralls, in addition to a pair of insulated coveralls.

3. The Employer agrees to provide employees working in the I.D. Bureau with work coats.

4. The Township may require Engineering, Building Inspectors and Road Inspectors to wear Uniforms.

B. Educational Programs:

1. Educational Programs: Employees may be enrolled in job-related courses, subject to the approval of the Township Business Administrator, and will be reimbursed by the Township for costs of tuition not to exceed \$50.00 per semester hour.

2. The Township shall provide release time from work and reimburse the employees for the cost of seminars and training necessary in continuing their education pertaining to their respective departments subject to the approval of the Business Administrator. The Township further agrees to provide and pay for any and all certifications and updates of certification required for their job; prior approval by the Business Administrator is required.

3. The Employer agrees to provide a technical education program for all mechanics and mechanic helpers.

4. Implementation of a Drug Free work place to include all employees, same as the policy that covers CDL Holders in the 1992 Omnibus Act. Program to include education awareness for all employees, supervisors education, employees assistance program and random testing. This shall be implemented when all bargaining units agree.

C. Parking: The Township will provide designated parking spaces for all employees employed at the municipal complex.

D. Lounge Area: The Employer agrees to supply a lounge area for the Department of Public Works, at the Department of Public Works site. The employer shall provide adequate materials to construct a lounge facility.

E. Safety Committee: Employees will be permitted to form a "Safety Committee" to study and evaluate working conditions. The Committee shall consist of the TWU Chairperson and three (3) other representatives from the Union who shall be chosen by the Chairperson. The "Safety Committee" may submit reports and/or recommendations to the Township Business Administrator with respect to any working conditions which are detrimental to safety, health, and welfare.

F. Building Maintenance Workers: Building Maintenance Workers working at the Municipal Complex shall pick their shift assignment by seniority annually. Newly hired Building Maintenance Workers shall work an alternate schedule to provide seven days of the week coverage. Prior to implementation this shall be discussed with the Union.

G. Any employee required to obtain or maintain a "CDL" license, shall be reimbursed for the initial fee of said license and the cost of the annual job related endorsement.

**ARTICLE XVIII
SUSPENSION, DISMISSALS, DEMOTIONS, & PROMOTIONS**

A. They shall be in accordance with Civil Service Laws and Regulations, State of New Jersey, Department of Personnel.

B. Promotions and vacated positions: permanent full-time vacancies and permanent new positions will be posted as they arise. The filling of such vacancies shall be in accordance with Civil Service Rules and Regulations.

C. The Township will forward to the Union any current or amended Civil Service Certification List. The Township will forward to the Union copies of Job Postings and any current or amended Civil Service Certification List.

D. If a temporary or provisional position is open, the Township shall post the open position and award the open position to the senior qualified employee applying for same. The Township retains the right of approval in determining employee qualifications. The Township will make every effort to use existing Township employees before going outside to fill vacated positions and/or promotions in the bargaining unit.

**ARTICLE XIX
DISCRIMINATION**

A. Neither the Township or the Union shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation, or national origin.

B. Where the words "he", "she", "him", or "her" is used in this Agreement, it shall mean both sexes.

**ARTICLE XX
SALARY**

A. 1. All employees on the payroll as of the date of ratification shall receive a retroactive salary increase as follows:

Effective 1/1/2008 - 1.6% wage increase across the Board

Effective 1/1/2009 - 2.75% wage increase across the Board

Effective 1/1/2010 - 2.8% wage increase across the Board.

Effective 1/1/2011 - 2.9% wage increase across the Board.

2. Effective 1/1/08, the following titles shall be adjusted/placed on the Salary Guide:

Principal Employee Benefits Clerk title - to - Telecommunications System Analyst guide.

Park Maintenance Worker - to - Laborer guide

Mechanical Repairer, Light Equipment - to - Mechanic Helper guide

Recreation Leader - to - Sanitation Worker guide

New Title: Communications Technician - new salary range \$43,343-\$75,000.

STEP 1	2	3	4	5	6	7	8
\$43,353	\$48,159	\$52,970	\$57,785	\$62,090	\$66,393	\$70,695	\$75,000

B. 1. Any Inspector serving in the position of Sub-code Official shall receive an annual stipend of \$250.00 per year.

2. Any Inspector/Sub-Code official serving in the position of Construction Official shall receive an annual stipend of \$250.00 per year.

3. Any Inspector or Sub-Code Official having more than one technical license shall receive a stipend of \$100.00 for each license. Technical Licenses include Building Inspector, Plumbing Inspector, Electrical Inspector, and Fire Protection Inspector.

C. 1. The Township agrees to pay all employees a shift differential as follows:

First shift shall receive a 4% late night shift differential.

Example: 12 Midnight to 8 a.m.)

Second shift is the normal daytime shift.

Third shift shall receive a 3% night shift differential.

Example: 4 p.m. to Midnight

Such differential is paid only to the employee who picks that shift.

2. Once shifts have been selected, the pay scale associated with the selected shift shall constitute the employee's regular annual base salary. All overtime shall be calculated at this annual base salary, with the exception of 3. below.

3. In the event that an employee works another shift, no shift differential will be instituted until the employee has performed the duties of that shift for five consecutive days. Shift differential will commence on the sixth consecutive day retroactive to the first day. All overtime accrued during the time the shift differential is in place will be paid at the higher rate retroactive to the first day.

ARTICLE XXI PUBLIC SAFETY TELECOMMUNICATORS/TRAINEES

In addition to the general terms and conditions of employment contained herein this Agreement, the following shall apply to Public Safety Telecommunicators/Trainees.

1. Work Hours: Public Safety Telecommunicators /Trainees shall continue to work the current schedule which is four (4) consecutive days on/two (2) consecutive days off. Public Safety Telecommunicators/Trainees will receive double time on Sundays only in the event that they are called in for overtime when those days are their regularly scheduled days off. Effective January 1, 2005, the Telecommunicators/Trainees shall work eight (8) hours per day inclusive of a one (1) hour meal break and two (2) ten minute breaks per shift. The meal break shall not be unduly denied as long as the minimum operating requirements are met.

2. Public Safety Telecommunicators, excluding Trainees, may pick their shift assignment by seniority annually. The shifts shall be as follows:

- 7 a.m. - 3 p.m. - 0700-1500;
- 3 p.m. to 11 p.m. - 1500 - 2300;
- 11 p.m. to 7:00a.m. - 2300 - 0700.

Minimum manpower requirements must be maintained at all time. Notice of minimum manpower changes must be provided quarterly.

3. Telecommunicator Operators/Trainees shall celebrate any of the 13 Holidays and floating holiday noted in Article VIII A. on the actual calendar day. Effective 1995, Telecommunicator Operators/Trainees shall celebrate Easter Sunday as a holiday, in lieu of Martin Luther King's Birthday. A. Public Safety Telecommunicator/Trainee scheduled to work on a holiday shall have the option to take the day off provided that minimum manpower is met and no overtime is caused by electing the day off. Public Safety Telecommunicators/Trainees can switch shifts per Section 5.A. or utilize a per diem operator.

4. In the event a Telecommunicator Operator/Trainee is issued a subpoena, or required to attend a legal proceeding, on behalf of the Township and it becomes necessary for them to be on call, he/she shall receive a minimum of two (2) hours pay at the applicable rate if said time is not on a day that they are working. In the event that the Telecommunicator Operator/Trainee reports to the legal proceeding, he/she will be paid at the applicable rate for all hours required for such testimony.

5. A. Mutual switches shall be permitted among Telecommunicator Operators; switches are subject to minimum manpower requirements and must be within a thirty (30) day period. It is understood that no overtime will be paid for mutual switches.

B. Telecommunicator Operators/Trainees shall be able to take a lunch period throughout any hours of their shift as long as minimum manpower requirements and operational needs are met, with notice and approval of the Supervisor and, in his/her absence, the watch commander.

6. Application for use of vacation and personal days, shall be made three (3) days in advance for single days off. For blocks of vacation time, Telecommunicator Operators/Trainees must request one month in advance. Approval of days off shall be granted on the basis of first request, first given; in the event that two or more requests come in at the same time, seniority shall be the tiebreaker. At least one (1) Public Safety Telecommunicator Operator/Trainee will be permitted to take a single vacation day/personal day so long as overtime is not incurred by the grant of the day off by utilizing per diems to fill the vacancy per Section 8 of this Article.

7. Telecommunicator Operators/Trainees after the first twelve (12) hours of duty shall be paid double time.

8. a. Per Diem Operators shall be called in rotational seniority order based on availability for any leave of absence where the Telecommunicator Operator is absent. In the event a Per Diem Operator is not available, the Overtime Rosters of Telecommunicator Operators shall be utilized to fill the vacancy. Per diem Public Safety Telecommunicator/Trainee shall be utilized to fill shift vacancies caused by regular Public Safety Telecommunicator/Trainee taking vacation or personal days. If no per diem accepts the work and overtime will be incurred by the grant of the day off at the time of the request, the request for a vacation day or personal day will be denied.

b. This procedure will be utilized for overtime caused by the use of sick days. In the event of the need to fill a shift because of a sick day absence, and no per diem or voluntary overtime is accepted by a regular Public Safety Telecommunicator/Trainee then the regular Public Safety Telecommunicator/Trainee on the mandatory list shall be required to work the vacant shift.

c. Per Diem Operators shall be paid based on their experience on a salary range from a minimum of \$15.00 to a maximum of \$27.43 per hour. The maximum range shall increase according to the percentage increases in the year beginning 1/1/09, 1/1/10 and 1/1/11.

ARTICLE XXII EMERGENCY MEDICAL TECHNICIANS

In addition to the general terms and conditions of employment contained herein this Agreement, the following shall apply to the Emergency Medical Technicians.

1. Work hours:

- 40 hours a week and may change as the unit grows.
- EMT's may pick their shift assignment annually based on seniority.
- Effective as of the date of execution of the new contract, EMTs will be paid shift differential in accordance with Article XX.C.

2. Uniforms/Clothing Allowance:

New hires shall be issued 4 long sleeve/4 short sleeve shirts, 4 pants, 1 belt, 1 pouch, 1 pair of boots and 1 jacket will be provided for EMTs by the Township of Brick.

An annual clothing allowance will be paid by a voucher draw-down. Uniforms damaged in the line of duty will be replaced by Township. A \$500 clothing allowance for full-time – EMTs for uniforms and items currently issued which will be included in bid specifications established by the Township of Brick.

3. Overtime: EMTs will be paid overtime at the rate of time and one-half their hourly rate only under the following events: (1) for hours worked beyond 10 hours in any one work day; or (2) for hours worked over 40 hours in any one workweek, a workweek being Sunday to Saturday.

4. Time off:

12 vacation

15 sick

3 personal (extra personal time earned in accordance with Township executive orders)

Extra vacation day earned on anniversary month up to the maximums as permitted by Article IX.A.1.

5. Health and Welfare:

Same health benefits as provided to TWU members.

6. Holidays:

Paid 1 ½ times for working on the Holiday, in addition to their Holiday pay.

If an EMT is called in on a holiday and it's their scheduled day off, they get double time, in addition to their Holiday pay.

Same Holidays as Police paid in base pay at 10 hours straight for the following:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day and Thanksgiving Holiday
- Christmas Eve
- Christmas

7. Education/Training:

EMT's will receive reimbursement for training costs incurred to maintain their EMT certification only and must be approved by Police Chief prior to incurring costs.

**ARTICLE XXIII
EARLY RETIREMENT INCENTIVE**

Bargaining unit employees who meet the requirement of the Township ordinance on early retirement and elect to retire from the Township and the Public Employees Retirement System will be provided retiree health insurance coverage for the employee and eligible dependents consistent with Article XII.F. Accumulated sick leave shall be paid to the retiring employee in accordance with Article X.C.1. Employees who elect to take advantage of this early retirement incentive must notify the Administrator and file the appropriate paperwork for retirement with an effective retirement date of no later than December 1, 2008. This effective retirement date may be extended to a further specific date in 2009 at the sole discretion of the Business Administrator.

**ARTICLE XXIV
FURTHER NEGOTIATIONS**

During the month of July prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed upon time and place, for the purpose of effecting, if possible, a new continuation of the within Agreement.

**ARTICLE XXV
SEVERABILITY**

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said Court shall apply only to the specific portion of the Agreement affected by such decision.

B. Similarly, a legislative act or government regulation or order affecting any particular provision of this Agreement shall apply only to the specific portion of the Agreement affected thereby.

**ARTICLE XXVI
FULLY BARGAINED PROVISIONS**

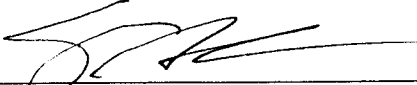
A. This Agreement represents and incorporates the complete and final understanding of settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.


**ARTICLE XXVII
DURATION OF AGREEMENT**

THIS AGREEMENT shall be effective from January 1, 2008 through December 31, 2011.


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed by the appropriate officer of each party thereto.

TOWNSHIP OF BRICK

By 
STEPHEN C. ACROPOLIS, Mayor

By 
SCOTT M. PEZARRAS, Business Administrator

ATTEST:


ELLEN REILLY PRIVETT, Personnel Director


TRANSPORT WORKERS UNION OF AMERICA, A.F.L.-C.I.O.,
and its Local 225 Branch 4

By 
SUSAN RESCH, International Administrative Vice President

By  5-21-09
CHRISTOPHER W. MIKKELSON, President Local 225 Branch 4

By 
JOHN MENSHON, Chairperson

ATTEST:


JOYCE L. KRAMER, Secretary Treasurer