

A G R E E M E N T

Between

THE TOWNSHIP OF BRICK
OCEAN COUNTY, NJ

AND

THE TEAMSTERS LOCAL UNION No. 469
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
(SUPERVISORS)

January 1, 2019 through December 31, 2022

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PREAMBLE

WHEREAS, the Township of Brick, hereinafter referred to as Township and the Teamsters Local Union No. 469 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, have heretofore entered into an agreement pursuant to Chapter 123 of Public Laws of 1975, for a period commencing January 1, 2019 and terminating on December 31, 2022. This agreement represents the complete and final understanding on all bargainable issues between the Union and the Township.

ARTICLE I

RECOGNITION

(A) In accordance with the provisions of the New Jersey Employment Relations Act, the Township hereby recognizes the Teamsters Union Local No. 469, as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment for the following Unit certified by the New Jersey Public Employment Relations Commission.

(B) Unit: Those supervisory employees employed by the Township of Brick in the following positions:

Administrative Clerk

Archivist

Assistant Municipal Clerk

Assistant Municipal Tax Collector

Assistant Supervising Maintenance Repairer

Assistant Supervising Mechanic

Assistant Supervisor of Accounts

Assistant Supervisor, Public Works

Crew Supervisor, Building Maintenance Worker

Deputy Municipal Court Administrator

Dock Master

Maintenance Supervisor Grounds

Maintenance Worker 3, Grounds

Payroll Supervisor/Pension Fund Supervisor

Principal Clerk Stenographer

Safety Inspector

Senior Assistant Assessor

Senior Purchasing Assistant

Senior Technician MIS

Supervising Code Enforcement Officer

Supervising Emergency Medical Technician

Supervising Health Insurance Benefits Clerk

Supervising Maintenance Repairer

Supervising Mechanic

Supervising Road Inspector

Supervising School Traffic Guard

Supervisor of Accounts

Supervisor, Building Service

Supervisor, Buildings and Grounds

Supervisor, Public Works

Supervisor, Sanitation

Zoning Officer

(C) Excluded: are all other employees including, professionals, confidential employees, police, craft workers and managerial executives.

(D) The Township agrees to forward to the Union and its Shop Steward copies of Job Postings and any current or amended Civil Service Certification List.

ARTICLE II

DUES CHECKOFF WAGES

(A) Upon receipt of a duly signed authorization, the Township shall deduct membership dues and remit same 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.

Deduction 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 deductions in any monthly period.

(D) Dues deducted from employee's 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) 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 set forth above.

ARTICLE III

GENERAL PROVISIONS

(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. Materials to be posted on Bulletin Boards 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.

(B) 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.

(C) 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 thirty (\$30.00) per semester hour.

(D) Effective as soon as possible in year 2009, the Township shall supply (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 two (2) lightweight jackets shall be issued beginning February 1, 2009 and replaced every two years in October. In October 2007 the employee shall have the choice of either a winter coat or coveralls. Upon issuing of a new coat, jacket or coveralls, the old issue will be returned. The Township shall supply on a annual basis, five (5) T-shirts by May each year. Supervisors will be given different shirts to indicate that they are supervisors.

(E) The following positions are eligible for said uniforms:

Assistant Supervising Maintenance Worker

Assistant Supervising Mechanic

Assistant Supervisor, Public Works

Crew Supervisor, Building Maintenance Worker

Maintenance Supervisor Grounds

Maintenance Worker 3, Grounds

Supervising, Mechanic

Supervisor, Building and Grounds

Supervisor, Building Service

Supervisor, Public Works

Supervisor, Sanitation

(F) The following clothing shall be supplied to Supervising EMTs:

New hires shall be issued:

- 4 long sleeve shirts
- 4 short sleeve shirts
- 4 pairs of pants
- 1 belt
- 1 pair of boots
- 1 jacket with safety vest
- 1 raincoat
- 1 baseball cap
- 1 winter hat

An annual clothing allowance of \$700 will be issued to full time Supervising EMTs for uniforms and items which will be included in the bid specifications established by the Township. The allowance will be provided in the form of a Township Purchase order. Uniforms damaged in the line of duty will be replaced by the Township.

(G) The Township shall permit the Supervisor on-call to use for the sole purpose, and no other purpose, a Township vehicle, designated by the Business Administrator, to commute to and from work. For cause, the Business Administrator may revoke said privilege.

(H) The Township shall reimburse any employee who is 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.

(I) Taxes for payroll deductions for supplemental earnings such as vehicle use and clothing maintenance items will be deducted annually.

(J) Effective January 1, 2009 the meal allowance for employees will be \$8.00 for every (4) hour segments of snow or other emergency overtime. Foreman shall indicate to Administration who is eligible for payment including themselves. The Township will promptly pay within the next available pay period. In lieu of an evening dinner break, employees of the Municipal Court shall receive an \$8.00 meal allowance, which shall be paid in the next pay period.

(K) Supervising EMTs will receive reimbursement for training cost incurred to maintain their EMT or Paramedic certification only and must be approved by Police Chief prior to incurring cost. EMS employees who attend classes or training during a scheduled day off may elect compensatory time or overtime pay for those hours in class or training on a day off where the employee's hours in one week exceed 40 hours.

(L) Supervising EMT(s) shall receive overtime or comp time for teaching classes outside their regular work hours. Training classes outside of regular work hours shall be scheduled/approved by the Community Policing Division Commander.

ARTICLE IV

GRIEVANCE AND MINOR 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) business days after the occurrence of a grievance, a grievance may be submitted, which shall be in writing to the immediate supervisor by the

grievant with or without a Union Representative. Within five (5) business days thereafter, a written reply shall be given by the supervisor to the grievant and Union Representative.

Level Two: Within ten (10) business days from receipt of the supervisor'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) days from the date of the submission, or hold a meeting with the Union Representative and the grievant and within fourteen (14) business days after receipt of the grievance, submit his decision in writing.

Level Three: Within ten (10) business days after receipt of the Business Administrator's decision and if the grievance is still unresolved, the Union or the Township may submit the matter to arbitration by written request. If such written notice is not given within ten (10) working days, the grievance will be deemed dropped. The demand written notice shall be filed with the Public Employment Relation Commission (PERC).

(C) The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the Arbitration provision of the agreement.

- 1) The arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and the United States. The arbitrator shall not have the authority to add to any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his findings of fact and reasons for the decision. The arbitrator's decisions shall be final and binding upon the parties subject to applicable court proceedings.
- 2) Either party may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

(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) Discipline:

1) The Township shall not suspend or discharge any employee, except for probationary employees, without just cause. All cases involving major discipline, i.e., the discharge or suspension of an employee in excess of five (5) working days shall be adjudicated in accordance with Civil Service regulations. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee and a council representative.

2) In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Machinery as set forth herein.

3) The Union may elect to appeal any minor discipline matter to arbitration as provided for in this Agreement.

ARTICLE V

UNION COMMITTEE BUSINESS AND VISITATION

The members of the Union Negotiating Committee, not to exceed two (2) in number, shall be granted time off from duty with full pay for all meetings between the Township and the Union which shall take place during normal work hours for the purpose of negotiating the terms of an agreement. An official of the Union as provided in Article IV preceding will also be granted the same privilege of time off from duty with full pay for processing grievances. All such meetings shall be coordinated and scheduled with the approval of the Business Administrator.

ARTICLE VI

WORK WEEK AND OVERTIME

(A) Normal work week for Public Works is to be defined as five (5) eight (8) hour days, Monday through Friday. The Township, however, reserves the right, at its discretion, to reschedule the normal work week to consist of four (4) nine and one half (9 ½) hour days.

Normal work week for EMS employees is to consist of four (4) ten (10) hour days. Normal work week for all other employees is five (5) seven (7) hour days, Monday through Friday, with a one (1) hour unpaid lunch per day.

(B) Overtime rates, as specified below, will apply for any time worked in excess of the normal work week as defined in Paragraph (A) above. All overtime work must be offered to available regular full time employees before any part-time employee is used. Where the Township has rescheduled the normal work week to consist of four (4) nine and one-half (9 ½) days, overtime shall be paid for time worked in excess of nine and one-half (9 ½) hours during any work day.

(C) Overtime rates shall be one and one-half (1 ½) times the regular hourly rate for all overtime, except as otherwise specified in this Article.

(D) In the Department of Public Works, when an employee is required to work on snow after the end of his regular hours, he shall be paid at the rate of one and one-half (1 ½) times the hourly rate which he received for his regularly assigned duties for the first twelve (12) hours and double time thereafter. The same shall be applicable for Saturdays.

(E) All work performed on Sundays shall be at two (2) times the regular hourly rate. All work performed on Holidays shall be at two (2) times the regular hourly rate plus the Holiday Pay. This paragraph does not apply to Supervising EMTs.

(F) All overtime shall be designated by the Supervisor. With respect to employees in the Department of Public Works, only a list shall be posted with the names of those employees subject to overtime work including snow work with 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 the overtime, etc. If for any reason an employee on the top of the list refuses the overtime work he, as well as those that have been given an opportunity to work overtime, shall be placed at the bottom of the list in order to work his way to the top again. Any imbalance in distribution of overtime which has been grieved and resolved in favor of grievant shall be satisfied by the assignment of make-up overtime.

(G) Any employee who normally works a Monday to Friday work schedule who is required to work on Saturday, Sunday or holiday, shall be given a minimum of six (6) hours for Saturday, Sunday, or holiday.

(H) Emergency Call-In: Employees other than EMS Supervisors called in from home on a regular work day before or after their regular work shift hours shall receive a four (4) hour minimum guarantee in addition to their regular work shift hours, except when such hours are contiguous to the work day. In that event, employees shall be compensated for hours worked over the normal workday. Supervising EMTs shall receive a minimum of four (4) hours paid at a rate of 1 ½ times in addition to their regular pay when called in during off-duty hours.

(I) Emergency Standby:

1. The administrative head of any department or division may require an employee to remain on emergency standby for recall to employment after work hours. In the event any employee is required to be on emergency standby, such employee shall be compensated at the rate of one (1) hour regular rate of pay. If any employee, on standby, fails to report for work when required by the supervisor, the emergency standby pay shall be forfeited and he will be ineligible for the next on call opportunity.

2. A single supervisory employee of Public Works shall be assigned standby duty for seven (7) consecutive work days on a rotational basis by seniority and shall receive one (1) hour standby for such assignment during such period irrespective of whether they are required to report to work, but under such terms and conditions as herein before stated in this paragraph. Further standby duty shall apply to anytime during the year as necessitated by the Business Administrator.

3. There will be an on-call/standby rotation with the four (4) EMS supervisors. One week of on call for each supervisor. Supervising EMTs shall receive one (1) hour of standby pay for such assignment. Supervising EMTs will have the use of a take-home vehicle for their assigned standby week ONLY.

(J) Effective 1/1/2018, Deputy Court Administrators will receive a \$10,000 stipend for all on call work.

(K) If a Supervising EMT is asked by the Township or its agent or has been subpoenaed as a witness by a court of competent jurisdiction in connection with a matter arising out of the course of his/her employment with the Department and is required to respond to such subpoena on a scheduled day off, said employee shall be guaranteed two (2) hours for reporting.

(L) Supervising EMT(s) shall be eligible for overtime on minimum manpower EMT and Special Detail shifts when there are no full time or part time EMTs available to work. Supervising EMT(s) shall be in rotation for eligibility with all other EMS staff for EMS road jobs and grant funded overtime

ARTICLE VII

HOLIDAYS, TIME OFF WITH PAY

(A) All departments covered by this agreement shall receive full pay for twelve (12) holidays. The holidays include: New Year's Day, Columbus Day, Veterans Day, President's Day, Memorial Day, Fourth of July, Labor Day, Election Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and Martin Luther King Day.

(B) Holidays for Supervising EMTs shall be as follows; full pay for fifteen (15) holidays. The holidays include: 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, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. No floating holidays. Pay for fifteen (15) holidays will be rolled into the base pay effective January 1, 2019. Straight time will be paid for hours worked on a holiday. Holiday hours worked in excess of forty (40) hours in one pay week will be paid at time and a half (1 ½).

(C) Each year employees are to receive two (2) paid floating holidays.

(D) 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.

(E) All employees covered by this agreement shall be paid biweekly provided said employee shall have worked or been off on accrued leave time. If there is a holiday during the pay period, employee is not to be charged for accrued leave time for that day.

(F) All employees 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 full time pay for said jury or witness service on behalf of the Township. However, all jury pay less the court's travel allowance is to be turned over to the Township. In addition, any employee covered by this agreement, who is discharged from jury duty prior to 1:00 P. M. in any work day shall be required to return to work immediately upon such discharge.

ARTICLE VIII

VACATION, INSURANCE AND SPECIAL LEAVE

(A) 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. Effective January 1, 2005, upon twenty (20) years of service employees shall receive vacation, not to exceed the maximum of thirty (30) days. Where an employee fails to use vacation days in any given year, such employee shall be permitted to carry over one (1) years allotment into the subsequent year.

(B) A laid-off employee, and/or any employee who leaves employ of the Township by his/her own choice with proper notification shall be paid for all unused vacation time.

(C) There shall be no split vacations unless such vacations are specifically requested by the employee and approved by the Business Administrator.

(D) The Business Administrator shall see that a list of names according to their seniority in each title shall be posted during the first week of December, and the employees shall pick their vacation no later than December 31 of the previous year. If a senior employee wishes to split his vacation he shall pick his first part then go to the bottom of the list and pick his second half after all others in his title have had their pick. Those employees failing to elect within thirty (30) days of posting shall go to the bottom of the list. Management reserves the right to establish the number of employees to be granted vacations during any calendar period.

(E) 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.

(F) Sick time with pay shall be granted in accordance with N.J.A.C. Title 4, New Jersey Civil Service Commission Rules and Regulations which provides fifteen (15) working

days in each calendar year. However, a doctor's certificate shall, unless waived by the Business Administrator, be required after a total of more than fifteen (15) days in any calendar year or five (5) consecutive work days absent in any calendar year, 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.

(G) Each employee shall be granted three (3) personal leave days per year, which may be taken on any day throughout the year. While it shall not be necessary for the employee to give reasons for the leave, such personal days are not to be used for purposes of vacation or other recreational reasons. Application for the leave day shall be made three (3) days in advance to the Business Administrator whose approval shall be required before taking the personal day. A request for an emergency personal day 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 aware of the nature of such emergency. A maximum of three (3) emergency personal days shall be permitted per year.

(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 not to exceed one (1) year during the period in which the employee is qualified for temporary disability payments under the Worker's Compensation Law. After one (1) year the employee shall receive an amount equal to what would be provided under temporary disability payment schedules established by the Workmen's Compensation Commission. 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.

(I) If no determination is made pursuant to the Worker's Compensation Law regarding the partial or total temporary disability benefits of an employee within seven (7) days,

then two and one-half (2 ½) 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 and the remaining four and one-half (4 ½) days shall be paid and not charged to sick time. Any absence following such seven (7) day period of absence shall be fully deducted from such sick leave days. If the employee does not have any remaining accrued sick days, the said two and one-half (2 ½) days deduction shall be taken against sick leave days which the employees 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 deduction of sick leave days, as set forth hereinabove.

(J) In case of death in the employee's immediate family, an employee shall be granted five (5) days leave without loss of pay within seven (7) calendar days including the day of the funeral, per occurrence, following the death for spouse, mother, father, step-mother, step-father, brother, sister, mother in-law, father in-law, son, daughter, step children, grandchildren son in-law, daughter in-law, and three (3) consecutive days including the day of the funeral for grandparent, brother in-law and sister in-law.

(K) 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 in pay for two (2) days absence, one of which is the day of the funeral.

(L) In the case 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. It shall also include relatives of the employee residing in the employee's household. The employee will be granted one (1) day leave on the day of the funeral for premature birth resulting in the death of a child.

(M) The Township reserves the right to request reasonable proof of death.

(N) Additional time for bereavement leave may be granted with the approval of the Business Administrator upon a written request.

(O) The Township has the option of buying back any accrued sick time at the rate of one-half (1/2) days pay for every day sick time in excess of forty-five (45) accumulated sick days. Further, the employee shall have the option of selling such sick time. It is understood that neither party shall be obligated to buy or sell sick time other than under the conditions provided for in this article. Such option shall be exercised between October 1st and October 31st of each year and paid by December 31 of each year assuming that the exercise of such option shall have been approved by the Township. Such sick leave is to be paid at current rates.

(P) An employee may, assuming that same is approved by the Township, elect to forego one half (1/2) of his or her allotment of vacation days in return for receiving his or her regular pay for those vacation days which such employee shall have foregoing. Such option shall be exercised by the employee between October 1st and October 31st of each year and paid by December 31 of each year assuming that the exercise of such option shall have been approved by the Township.

ARTICLE IX

MEDICAL BENEFITS, TERMINAL SICK LEAVE, DISABILITY

(A) The Township shall provide Horizon Direct Access medical coverage for each employee and his/her dependents, as authorized by Chapter 483 of the Law of 1982, or equal coverage.

(B) Any employee hired subsequent to the execution of this Agreement, except for those recalled from layoff, shall be provided with the health benefit package described above for the employee only. The employee is to pay the difference between the Township's insurance premium rate for single coverage and the option selected by the employee for other family members. After five (5) years of service in accordance with the employee anniversary date, the

Township shall provide insurance to the employee for family coverage consistent with this Article.

(C) All employees will continue to contribute to their health insurance premiums in accordance with Year 4 on the Chapter 78 Public Law grid and in accordance with Chapter 2. Contributions will be calculated using the 2018 premium rates (premium freeze). The premium freeze will expire at the end of this contract to be negotiated for further consideration.

(D) Where possible by law, 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 Health Insurance Program. Effective January 1, 2010 employees who have proven alternate coverage and choose to forego participation in the Township-provided health insurance coverage will receive an annual lump sum payment equal to 25% of their eligible medical plan up to a maximum of \$5,000. Once a year the employees may exercise re-enrollment. The employee may re-enroll if a spouse loses coverage in their Group Health Insurance Program; the annual lump sum payment will be prorated.

(E) It is agreed that the Township shall pay for replacing eyeglasses broken due to the performance of the employee's duties. Maximum cost not to exceed one hundred (\$100.00) dollars per year.

(F) The Township of Brick agrees to pay Teamsters Local Union No. 469 Welfare Fund Vision Care the sum of fifteen (\$15.00) dollars per month for each employee for the purpose of providing family vision coverage.

(G) It is agreed that at the time of retirement, any employee covered by this agreement who has at least five (5) years employment with the Township that has unused sick time due, as provided by N.J.A.C. Title 4, New Jersey Civil Service Commission Rules and Regulations, shall be paid in the lump sum four (4) days pay for each five (5) days standing to his credit, but not to exceed a total of one hundred and fifty (150) days pay. Such maximum shall not exceed

one hundred fifty (150) days, without limitation, provided the employee has offered to sell such days that exceed one hundred fifty (150) days, in accordance with Article VIII, Section (O) in the year preceding the year in which retirement occurs and provided the Township has failed to acquire such excess accumulation under the terms and conditions of Article VIII, Section (O). However, such excess, not purchased, will be paid at the same rate and under the same terms and conditions as provided for in this Article. In all cases an employee must leave in good standing to qualify. In the event however, of the death of any such employee prior to his retirement or while in the employment of the Township in a position covered by this agreement, such lump sum payment shall be made to the person designated by such employee in writing to the Business Administrator. In addition to the cap of being paid 4 sick days for every 5 sick days accrued, employees hired after January 1, 2005 shall be paid no more than \$7,500 for accrued sick days.

(H) Effective 2016, the prescription plan shall go to the two tier plan: \$10 generic, \$20 preferred and non-preferred brand. The present prescription plan shall be modified to provide for the change in prescription co-pays as soon as practicable following ratification by the parties.

(I) Dental Plan-The Employer will provide a fully paid dental plan with an increase schedule of eighty (80) percent paid for by the plan and twenty (20) percent paid by the employee. Dental Plan shall match plan provided to management.

(J) Retirees:

1) The Employer 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 retirement or disability pension. Such benefits will be governed by Chapter 88, P.L. 1974 as amended by Chapter 436, P.L. 1981, State Health Benefits Program, and to the extent that the Township may be allowed by law, the Township shall continue to provide such

benefit to the surviving spouse of any such retiree after the death of such retiree.

2) Any employee who retires from the Township and who is eligible for retiree health benefits as provided in this paragraph shall no longer have any health insurance premium sharing responsibilities, except that employees who did not have twenty (20) years or more in the pension system as of June 28, 2011 and who thereafter retire from the Township will be required to contribute to their retiree health insurance premiums in accordance with Chapter 78 of Public Law 2011 grid and in accordance with P.L. 2010, Chapter 2. Contributions will be calculated using the 2018 premium rates (premium freeze). The premium freeze will expire at the end of this contract to be negotiated for further consideration.

(K) It is agreed that the Township shall provide temporary disability insurance in accordance with the plan made available to the 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 or the benefits and employees contributions are comparable to the state plan.

ARTICLE X

MANAGEMENT RIGHTS

(A) 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 the 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 NJAC, Title 4 New Jersey Civil Service Commission and terms of agreement contained herein.
- 8) Making, drafting, and enforcing rules and regulations governing the 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 ordinance.

ARTICLE XI

RULES AND REGULATIONS

(A) The Township may establish and enforce reasonable rules and regulations for department operations and conduct of personnel therefore 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 of instructions as a grievance which should be handled in accordance with the grievance set forth previously in this agreement.

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

ARTICLE XII

SENIORITY

(A) The Township agrees that it is bound to the seniority rights as established by applicable New Jersey Civil Service Commission Rules and Regulations.

(B) 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.

(C) 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.

ARTICLE XIII

SALARY AND WAGES

(A) All employees covered by this agreement shall receive and be paid longevity pay over and above his/her base salary in accordance with the provisions of Ordinance No. 19-68 adopted by the Township. Such ordinance provided that 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

Effective January 1, 2012 longevity will be eliminated for all employees unless they were hired by the Township prior to January 1, 1998 and/or the employee already receives longevity pay.

(B) All salaries shall have a minimum and maximum range with yearly increments of at least one-twelfth of the difference between the minimum and maximum to be paid so the employee reaches his/her maximum in twelve (12) years of employment. Increments shall be payable to eligible employees on their anniversary dates after each full year of employment.

(C) Effective January 1, 2019, base salaries shall be increased 2.4% over current salaries.

(D) Effective January 1, 2020, base salaries shall be increased 2.4% over 2019 base salaries.

(E) Effective January 1, 2021, base salaries shall be increased 2.4% over 2020 base salaries.

(F) Effective January 1, 2022, base salaries shall be increased 2.3% over 2021 base salaries.

(G) Salary Range and Step Guide (Schedules A – H) are attached hereto and made a part of this agreement

(H) Employees are encouraged to participate in direct deposit. The Township after ratification will educate the employees on the benefits of direct deposit and assist the all employees in signing up for direct deposit.

(I) Effective September 1, 2012 the incremental salary guide referenced in paragraph B of this Article will be eliminated, and there shall not be an incremental salary step guide for any employee hired or promoted into the bargaining unit on or after September 1, 2012. All new employees hired or promoted into a bargaining unit title, on or after September 1, 2012, will be paid a starting salary consistent with the New Hire Guide for Teamster Supervisory employees. Thereafter, every January 1 the employee will receive only the annual percentage increase for the year above their salary from the prior year.

ARTICLE XIV

DRUG FREE WORKPLACE

Implementation of a Drug Free workplace to include all employees, same as the policy 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 provision shall take effect January 1, 1999.

ARTICLE XV

EMERGENCY RESPONSE PROGRAM

All parties agree to discuss implementation of an Emergency Response Program.

ARTICLE XVI

FURTHER NEGOTIATIONS

During the month of July, and prior to the ending of this agreement, the parties shall confer, at a mutually agreed time and place, for the purpose of effecting, if possible, a continuation of the written agreement.

ARTICLE XVII

DURATION OF AGREEMENT

(A) This agreement shall become effective immediately upon the signing of both parties and shall be effective upon execution, retroactive to January 1, 2019 and continue in force for a term of four (4) years (January 1, 2019 to December 31, 2022).

(B) In the event an agreement is not reached on terms of a new contract by December 31, 2022, the present contract will continue in full force and effect, subject to a ninety (90) day written notice of cancellation by either the Township or the Union.

ARTICLE XVIII

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 XIX

DRIVE

The employer agrees to deduct from the paycheck of all employees covered by the Agreement voluntary contribution to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase weeks worked excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this agreement to be signed by the appropriate officers of each party hereto.

TOWNSHIP OF BRICK

ATTEST: _____

Lynnette Iannarone, Township Clerk

BY: _____

Mayor John G. Ducey

DATED: _____

DATED: _____

TEAMSTERS LOCAL UNION #469

ATTEST: _____

BY: _____

Fredrick P. Potter, Jr., President

DATED: _____

DATED: _____