

MEMORANDUM OF AGREEMENT

Brick Township ("Township") and Transport Workers Union Local 225 Branch 4 ("TWU"), hereby agree to this Memorandum of Agreement, dated April 22, 2016, with respect to a successor collective bargaining agreement between the parties. This agreement is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Township Council and TWU members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2016 to December 31, 2018.
2. All terms of the existing contract shall remain in full force and effect, except as modified by this Memorandum.
3. The parties shall mutually create and agree upon a successor collective bargaining agreement from the terms of this Memorandum.

NOTE: Paragraph references in italics indicate language/editing changes ONLY.

4. ARTICLE VI – UNION SECTION COMMITTEE BUSINESS AND VISITATION

Paragraph A – REPLACE, first 2 sentences: 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 is scheduled to work. Union Committee Members will also be granted the same privilege for processing grievances.

Paragraph C - CHANGE, second to last sentence: The Township shall continue to pay the employee’s wages and benefits and shall be reimbursed by the Union for full salary and half of the employer health benefits cost.

5. ARTICLE VII – WORK WEEK

Paragraph B. 1. CHANGE, first sentence: Overtime is defined as anything more than the normal working day OR forty (40) hours per week.

Paragraph C. 3. CHANGE: effective 1/1/98, a minimum of four hours guaranteed for call-in on the employee’s normal day off.

Paragraph F. CHANGE: Emergency Stand-By: If an employee on standby fails to report for work when required by his supervisor, the emergency standby pay shall be forfeited and the employee will be passed over on the next emergency standby pull.

Paragraph G. REPLACE: Effective 1/1/2005, the meal allowance for every four (4) segments of snow overtime work shall be compensated at \$8.00 per break and shall be paid within the next pay period following the request.

Paragraph J. DELETE

6. ARTICLE VIII – TIME OFF WITH PAY

Paragraph A. 2. REPLACE Floating Holidays: Lincoln’s Birthday and Good Friday are Floating Holidays. Request for the floating holiday shall be made three days in advance to the Supervisor and shall not be unreasonably denied. In the event an employee is called in on their floating holiday, they shall receive the premium pay. **This paragraph does not apply to EMTs or Public Safety Telecommunicators/Trainees.**

Paragraph A. 3. Public Safety Telecommunicators shall celebrate any of the Holidays above on the actual calendar day. Easter Sunday shall be celebrated in lieu of Martin Luther King’s Birthday. PS Telecommunicators shall continue to observe Lincoln’s Birthday and Good Friday as part of their holiday allotment.

Paragraph B. Pay Period: REPLACE: All employees covered by this Agreement shall be paid bi-weekly provided said employees shall have worked, used accrued time or if there was a paid holiday during the pay period.

Paragraph C. Jury/Court Duty: DELETE: second sentence. REPLACE: third sentence: All jury duty pay will be turned over to the Township.

7. ARTICLE IX – VACATION

Paragraph C. 2. - CHANGE: reference in third sentence from C. to B.

Paragraph D. 2. – MOVE to Paragraph C. 1.

Paragraph E. – REPLACE: An employee may request between October 1 and October 31 of each year to cash in up to one-half of accrued vacation time for 80% of the full money value subject to the approval of the Business Administrator and subject to mutual agreement between the employee and the Township 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 advance retirement agreement program where accumulated time will be paid at full money value for vacation days and 80% of the employee’s accrued sick time up to the maximum. Payment shall be made by December 31st.

8. ARTICLE X – PERSONAL DAYS, SICK TIME, BEREAVEMENT

Paragraph A.1. – MOVE: brother and sister to five (5) day category

Paragraph B. – REPLACE: reference from One (1) day to One and a quarter days (1.25)

Paragraph D. – REPLACE: reference in the last sentence from Business Administrator to Supervisor/Department Head

Paragraph E. – REPLACE: An employee may request between October 1 and October 31 of each year to cash in accrued sick time for 50% of the full money value subject to the approval of the Business Administrator and subject to mutual agreement between the employee and the Township and the availability of funds. Compensation for days shall not exceed a maximum of thirty-five (35) days’ pay,

including any vacation days sold back in accordance with Article IX (E); excepting those employees participating in the advance retirement agreement program where accumulated time will be paid at full money value for vacation days and 80% of the employee's accrued sick time up to the maximum. Payment shall be made by December 31st.

9. ARTICLE XI – WORK WEEK DEPARTMENT OF PUBLIC WORKS

Paragraph C. 1. – REPLACE: Sanitation employees shall have a workweek of five (5) days per week, eight (8) hours per day, Monday through Friday.

Paragraph C. 5. – REPLACE: parks laborers with All Purpose Crew employees

Paragraph C. 6. – ADD: (excluding clerical employees)

Paragraph D. 1. a. – REPLACE/INSERT MOA: During the normal work week employees of All Purpose Crew, Building & Grounds and Parks shall be called in first in seniority rotation. In the event that additional manpower is needed, employees in Sanitation/Recycling will be called. Vehicles shall be operated by CDL Licensees.

Paragraph D. 1. b. – REPLACE/INSERT MOA: Management shall prepare two (2) staffed shifts for snow plowing, referred to as Shift A and Shift B. The shift priority per event will be determined on a rotating basis. Drivers will be assigned to the same route and same truck was possible to ensure properly trained drivers are operating equipment commensurate to their training. For salting events, there will be two (2) pull sheets used exclusively for salting. During the normal work week employees of All Purpose Crew, Building & Grounds and Parks shall be called in first in seniority rotation. From 6:00pm Friday to midnight Sunday the pull sheet shall consist of all CDL drivers in seniority rotation regardless of department or title. 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.

10. ARTICLE XII – HEALTH AND WELFARE

Paragraph A.2. – AMEND: The Township shall provide all employees with health insurance equal to or better than the current coverage (Direct Access) for each employee and his/her eligible dependents. All employees shall 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.

Paragraph A.3. – ADD third sentence: The payout shall be calculated annually based on the cost of the program the employee opted out of.

Paragraph D. – REPLACE second sentence: The current prescription plan shall provide for \$10.00 generic drug co-pay and \$20.00 non-generic drug co-pay.

Paragraph F. – REPLACE: 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, early, veteran or disability retirement. Current and future retirees shall be

provided with the same health benefits as provided to current employees. Any employee who had less than 20 years of service in the Pension System as of June 28, 2011, and who retires on or after January 1, 2012, shall contribute to his/her retiree health insurance provided for in this Agreement in accordance with Year 4 on the Chapter 78 Public Law grid and in accordance with Chapter 2. Those employees who had more than 20 years of service in the Pension System on June 28, 2011 and who retire with 25 or more years in the Pension System will NOT be required to contribute to his/her retiree health insurance provided for in this Agreement.

Paragraph I. – DELETE: Effective January 1, 2005. REPLACE: the Spectera Vision Program with Vision Coverage equal to or better than the current coverage.

Paragraph K. – DELETE: Redundant (XII, A3)

11. ARTICLE XIII – SENIORITY

Paragraph B – MOVE: to ARTICLE IX, New Paragraph G

12. ARTICLE XIV – LONGEVITY

Paragraph B – DELETE: last two (2) sentences

Paragraph C. – REPLACE/ADD MOA: There shall not be an incremental salary guide for any employee hired on or after September 1, 2012. All new hires, hired on or after September 1, 2012, and placed in a title covered by the TWU collective negotiations agreement will be paid a starting salary consistent with the “New” Hire Guide, Schedule IV, V & VI. Thereafter, every January 1 during the period of the current Agreement the employee will receive the annual percentage increase.

13. ARTICLE XVII – UNIFORMS, EDUCATIONAL PROGRAMS AND OTHER BENEFITS

Paragraph A. 1 (a) – REPLACE, first sentence: The Township shall supply eleven (11) sets of uniforms with weekly laundering service for Blue Collar workers.

Paragraph A. 1 (b) – REPLACE: All Blue Collar workers shall continue to receive an annual shoe/glove allowance in the increased amount of \$300 which will be provided in the second pay period in November of each year.

Paragraph A. 3. - DELETE

14. ARTICLE XVIII – SUSPENSIONS, DISMISSALS, DEMOTIONS & PROMOTIONS

Paragraph C. – DELETE: and any current or amended Civil Service Certification list.

15. ARTICLE XX – SALARY

Paragraph A – REPLACE: All employees on payroll effective as of the date of ratification shall receive a retroactive salary increase as follows:

Effective 1/1/2016 – 3%

Effective 1/1/2017 – 3%

Effective 1/1/2018 – 3%

Paragraph C – ADD:

- 1) Any Inspector/Subcode Official having more than one technical license shall receive a stipend of \$250.00 for each license. Technical licenses include Building Inspector, Plumbing Inspector, Electrical Inspector, Mechanical Inspector and Fire Protection Inspector. Inspectors will be required to submit copies of their valid licenses with proof of annual recertification in October of each calendar year.
- 2) Any clerical employee within the Inspections Division who holds the UCC Technical Assistant certification shall receive a yearly stipend of \$100.00. Employees must provide a copy of the certificate issued by the NJ Department of Community Affairs to qualify

16. ARTICLE XXI – PUBLIC SAFETY TELECOMMUNICATORS/TRAINEES

Paragraph 6 – ADD: Separate requests for blocks of vacation time that overlap by one (1) or two (2) days that incur overtime costs **MAY** be granted at the discretion of management.

INSERT: New Paragraph 8 – PS Telecommunicator Operators are authorized to cover the meal breaks, consisting of a four (4) hour shift. Hours worked will be paid one and a half (1 ½) times the rate of pay.

17. ARTICLE XXII – EMERGENCY MEDICAL TECHNICIANS/PARAMEDICS

Paragraph 2. REPLACE: Uniforms/Clothing Allowance -

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

EMTs changed from part-time to full time status will be issued additional uniform items to constitute the full uniform issuance as referenced above.

An annual clothing allowance of \$600 will be issued to full time 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 vendor merchandise cards, subject to Purchasing contract renewal. Uniforms damaged in the line of duty will be replaced by the Township.

Paragraph 3. Overtime ADD: A minimum of two (2) hours paid at time and half guaranteed for reporting to MCRU housing location for a deployment that is subsequently canceled.

Paragraph 4. DELETE

Paragraph 5. DELETE

Paragraph 6. AMEND: 15 holidays. REPLACE last sentence: Same Holidays as Police paid in 12 hours straight time for the following:

*Change all references from Communications Operators to Public Safety Telecommunicators/Trainees

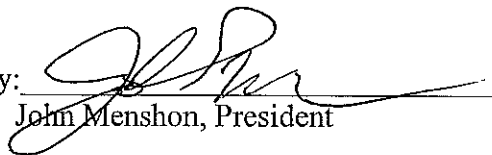
** Change all references to Emergency Medical Technicians to Emergency Medical Technicians/Paramedics

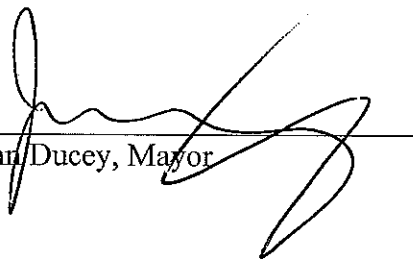
****Change all references to Roads to All Purpose Crew

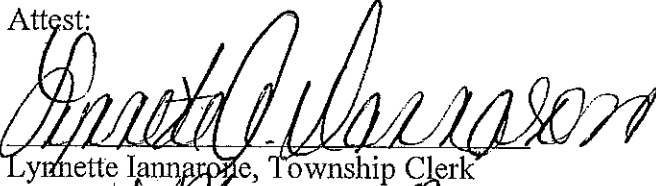
*****Other formatting and editing changes as discussed.*

TRANSPORT WORKERS UNION

THE TOWNSHIP OF BRICK

By: 
John Menshon, President

By: 
John Ducey, Mayor

Attest:

Lynette Iannarone, Township Clerk

Dated: May 3, 2016

SIDEBAR AGREEMENT
TOWNSHIP OF BRICK AND TWU, LOCAL 225, BRANCH 4
JUNE 2016

The Township of Brick ("Township") and Transport Workers Union Local 225, Branch 4 ("TWU") hereby agree to this Sidebar Agreement as an addendum and clarification of their current Collective Negotiations Agreement.

WHEREAS, the Township and TWU are parties to a collective negotiations agreement ("CNA") effective from January 1, 2016 through December 31, 2018 which covers the terms and conditions of employment including the allocation and assignment of overtime; and

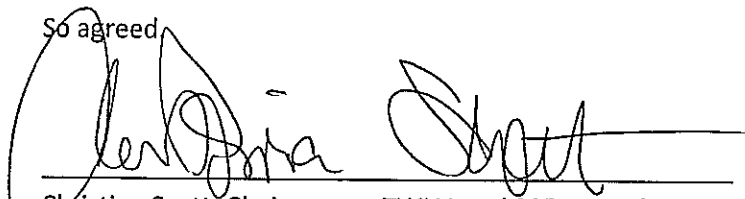
WHEREAS, the Township and TWU recognize that the language of Article VII, B, 3 does not accurately communicate the agreed upon overtime procedure.

THEREFORE, the Township and TWU agree to this Sidebar to amend and clarify the language regarding the overtime pull list procedures as set forth in Article VII, B, 3 of the CNA,

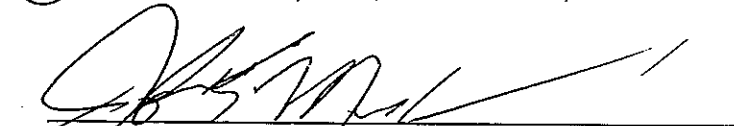
Article VII, B, 3 shall be eliminated and replaced with the following:

- a. All overtime shall be designated by the supervisor. A pull 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 overtime until the seniority list is exhausted.
- b. When overtime is offered:
 - An employee who is out of work due to use of accrued time will retain his/her spot on the list for the next pull.
 - An employee who is out of work due to suspension or deduct status or will be placed at the bottom of the pull list.
 - An employee who refuses the work will be placed at the bottom of the pull list.
- c. Each year on January 1st, the seniority pull list will be reset to zero.
- d. If an employee is out using accrued time for two or more consecutive picks, upon return to work, the employee will be placed at 1 pull below the employee with the least number of pulls on the seniority pull list.

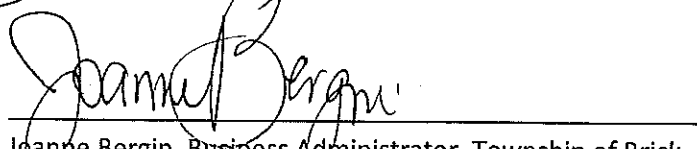
So agreed


Christina Scott, Chairperson, TWU Local 225, Branch 4

6/29/16
Date


John Menshon, President, TWU Local 225, Branch 4

6-29-16
Date


Joanne Bergin, Business Administrator, Township of Brick

6/29/16
Date