

**MEMORANDUM OF AGREEMENT**

**TOWNSHIP OF BRICK AND**

**TWU, LOCAL 225, BRANCH 4**

**DATED:**

**WHEREAS**, the Township of Brick (the "Township") and Transportation Workers Union of America, AFL-CIO, Local 225, Branch 4 ("TWU") are parties to a Collective Negotiations Agreement for a term of January 1, 2012 through December 31, 2015 which agreement covers the terms and conditions of employment including the allocation and assignment of overtime; and,

**WHEREAS**, on February 19, 2014 and March 3, 2014 TWU filed grievances alleging that the Township failed to follow the Collective Negotiations Agreement in the assignment of overtime for salt events occurring on February 16 and 18, 2014 and March 2, 2014; and,

**WHEREAS**, the Township and TWU desire to enter into an agreement to resolve the outstanding grievances and to clarify the methodology used in the assignment of overtime for Snow and Salting events.

**NOW, THEREFORE, IT IS AGREED** by and between the Township and TWU that Article XI, section D, subsection (b) of the Collective Negotiations Agreement is hereby amended to include the following language:

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 where 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 Roads, Building & Grounds and Parks shall be called in first in seniority rotation. From 6:00 pm Friday to midnight Sunday the pull sheet shall consist of all CDL drivers in seniority rotation regardless of department or title.

**IT IS FURTHER AGREED** as follows:

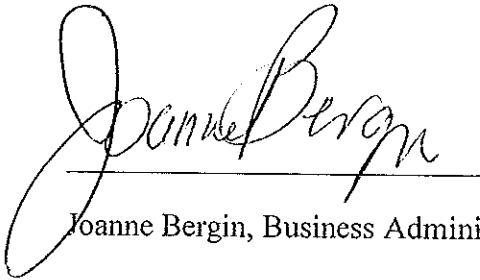
- 1) On the occasion of the next Salt event the Township shall utilize a pull sheet consisting of only the employees of the Parks Department listed in Exhibit A attached hereto, in seniority order. Thereafter, the Township will assign

overtime in accordance with Article XI, Section D, subsection (b) and amended and supplemented by this Memorandum of Agreement.

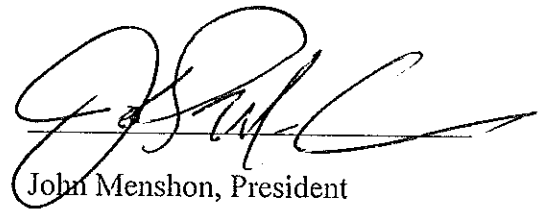
- 2) The Grievances dated February 19, 2014 and March 3, 2014 are hereby withdrawn.

TOWNSHIP OF BRICK

TWU, LOCAL 225, BRANCH B



Joanne Bergin, Business Administrator



John Menshon, President