

BRICK TWP CONTRACT INDEX

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THIS AGREEMENT, made this First day of January, 2004, 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 2, 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.

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.

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.

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: During 2004, the current plan shall remain in full force and effect. The allowance per meal shall be \$4.00 per four (4) hour segments of snow overtime work. The employee shall have the choice of where to eat in the area that they are assigned and to bring in receipts for such meals.

1. Effective 1/1/05, the meal allowance for employees will be \$8.00 for every four (4) hours segments of snow or other emergency overtime. Foreman shall indicate to Administration who is eligible for this payment. The Township will promptly pay within the next available 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: Communications Operators 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 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.

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. Vacations shall be chosen in seniority rotation order. The initial "first pick" shall not exceed a block of time of ten (10) consecutive working days; 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 first block of ten consecutive days, then go to the bottom of the list and shall not pick his/her second block 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. An employee may cash in up to one half (1/2) Vacation Time if not used for full money value subject to the mutual agreement between employee and employer and availability of

funds.

**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.
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, one that may be utilized as an emergency personal day, which may be taken on any day throughout the year. While it shall not be necessary for employees to give reasons for the leave, such personal days are not to be used for the purposes of vacation or other recreational reasons. Application for the leave, with the exception of an emergency personal day, shall be made three (3) days in advance to the Business Administrator whose approval shall be required before taking of 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 made aware of the nature of such emergency.

E. The Township and each employee has the option between October 1 and December 1st of each year to request an exchange of accrued sick time under the following conditions:

1. If the Township exercises its option and the employee agrees.
2. If the employee exercises his option and the Township agrees.
3. Payment is only for those days accrued commencing January 1, 1985.
4. The employee must have a total of forty-five (45) or more accrued sick days.
5. The Township and the employee agree upon the number of days to be paid for.
6. Payment shall be made by December 31 at the rate of one-half (1/2) day's pay for each day of sick time at the employee's existing rate of pay when the option is exercised.

**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.

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 work-week 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 work-week 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.

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 the higher classification by 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. The Township shall provide Traditional, New Jersey Plus, and HMO's, and \$1,000,000.00 (\$100.00 deductible per year) Major Medical Coverage for each employee and his family, as authorized by Chapter 483 of the Laws of 1982, or equal coverage.

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. Beginning in 1995, employees choosing this option will receive \$1,000.00 annually to be paid in a lump sum in separate check in the first pay period in December.

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 family shall continue in full force and effect. Effective January 1, 2005, the present prescription plan shall be modified to provide for a \$5.00 generic drug co-pay and a \$10.00 non-generic drug co-pay.

E. The Dental Plan coverage shall continue in full force and effect; the Employer will provide a fully paid dental plan, eighty (80) percent paid for by the plan and twenty (20) percent paid by the employee. Effective January 1, 2000, the dental coverage calendar year maximum shall increase to \$1500. per person per year, and orthodontist coverage shall be increased to \$1,000. maximum per person.

F. **Retirees** - 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. In the event that prior to the expiration date of this contract, the aforementioned law or a written ruling by PERS provides for the payment of prescription drug benefits or reduced eligibility by the Township for retirees, that in this event, the Township shall provide such benefits.

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. New hires and any employees hired after January 1, 1995 that require dependent coverage, shall be enrolled in the PPO Plan - New Jersey Plus for employees and dependents at no cost to the employee. Family Dental and prescription coverage shall also be extended to these employees at no cost to the employee. If the employee wishes to obtain Traditional Family Coverage or an HMO Family plan which costs more than the plan stated above, they shall pay the difference in costs to the Township by payroll deduction.

J. Effective January 1, 2000, the Township shall, upon submission of receipts, reimburse the employee a maximum of \$200.00 per family per year for vision care expenses for employee and or his/her dependents. Effective January 1, 2005, the Township shall provide the Spectera Vision Program Option 4 or equivalent which provides for an annual exam and lenses, frames on a twenty-four (24) month basis for employees and their dependents.

K. 1. The Township shall share any savings arising from the employee switching from the Traditional Health Plan to any Non-Traditional health plan on a 50/50 basis, once in an employees career. The employee shall receive \$250.00 annually to remain in a Non-Traditional Health Plan in each succeeding year following the year of original selection of the non-traditional program, unless the Non-Traditional Plan premium increases to a cost which is less than a \$250. difference; in such event the actual amount of the difference between Traditional and Non-Traditional will be refunded to the employee. Employees hired prior to 1/1/95 presently enrolled in Non-Traditional plans shall receive \$250.00 annually for each year they remain in a Non-Traditional Plan, with the same exceptions as listed above.

2. To qualify, the employee must select the Non-Traditional plan during the open enrollment period and remain in the Non-Traditional Plan for a period of at least one (1) year. Payment will be made to qualified employees during the month of December. Members leaving the employment of the Township prior to fulfilling the one (1) year requirement shall receive a prorated share of the savings. Payment for members qualifying for reimbursement in the first year of this Agreement shall receive payment not later than January 31.

3. For those employees hired prior to 1/1/95 choosing to forego participation in the State Health Benefits Plan, the Township shall share the savings on a 50/50 basis in year one (1) and \$250.00 each year thereafter, subject to the terms and conditions of 5 (below). The savings shall be calculated based on the cost of the program at the time the employee is leaving the State Health Benefits Plan .

4. Employees hired after 1/1/95, choosing to forego participation in the Health Benefits Plan shall receive 50% of the savings based on the cost of the Plan in year one (1) and \$250.00 each year thereafter. The savings shall be calculated based on the cost of the program at the time the employee is leaving the State Health Benefits Plan .

5. The Township of Brick shall provide Traditional and HMO coverage's as included within the NJ State Health Benefits Plan including \$100.00 deductible per year major medical coverage for each employee and their family as authorized by Chapter 483 of the Laws of 1992 or equal coverage.

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 one (1) lightweight jacket shall be issued beginning October 2005 and replaced every two years; 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 an annual basis, five (5) T Shirts shall be provided by May of each year.

b. Upon separation or retirement, employees shall return to the Township of Brick all uniforms and property, ie. ID Cards, badges, keys, etc.

c. 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 "SafetyCommittee" to study and evaluate working conditions. 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.

**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, and those employees who retired from the Township who request within a six (6) month period, shall receive a retroactive salary increase as follows:

Effective 1/1/2004 - 4% wage increase across the Board.

Effective 1/1/2005 - a \$2000.00 Lump sum payment that shall be paid in the second pay period in January in a separate check. However, if an employee is planning retirement during the life of this Agreement, he/she shall notify the Township by December 1, 2004 and such amount shall be added to their base wages for pension purposes. In the event the employee withdraws his/her retirement, a penalty of \$5,000. shall be deducted from salary for payments made to the Township for calculations and payments to the pension system; this shall not apply to employees forced to retire on disability with a PERS Disability Pension and/or Social Security Disability . Employees who do not continue in the employ of the Township for the 2005 year, shall be entitled to a pro-rata share of this payment and would be liable to reimburse the Township for owed monies.

Effective 1/1/2006 - 4.5% wage increase across the Board.

Effective 1/1/2007 - 5% wage increase across the Board.

2. Effective 1/1/2005, the following titles shall be adjusted/placed on the Salary Guide:

Sanitation/Recycling Driver Class 1	to	Equipment Operator
Senior Mechanic	to	Senior Engineering Aide
Mechanics	to	Heavy Equipment Operator
Mechanic Helper	to	Equipment Operator
Telecommunications Operator	to	Deputy Municipal Court Administrator
Assistant Zoning Officer	to	Assistant Assessor
Permit Clerk	to	Health Benefits Clerk

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 serving in the position of Construction Official shall receive an annual stipend of \$250.00 per year.

3. Any Inspector 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 section 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 COMMUNICATIONS OPERATORS

In addition to the general terms and conditions of employment contained herein this Agreement, the following shall apply to Communication Operators and Communication Trainees.

1. Work Hours: Communication Operators/Trainees shall continue to work the current schedule which is four (4) consecutive days on/two (2) consecutive days off. Effective January 1, 2005, the operators 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. Communication Operators, 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 man power requirements must be maintained at all time. Notice of minimum man power changes must be provided quarterly.

3. Communication Operators/Trainees shall celebrate any of the 13 Holidays and floating holiday noted in Article VIII A. on the actual calendar day. Effective 1995, Communications Operators/Trainees shall celebrate Easter Sunday as a holiday, in lieu of Martin Luther King's

Birthday. Operators/Trainees scheduled to work on a holiday have the option to take the day off providing a replacement operator can provide coverage.

4. In the event a Communication 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 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 communication 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. Communication Operators 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, 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.

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

8. Per Diem Operators shall be called in rotational seniority order based on availability for any leave of absence where the Communication Operator is absent. In the event a Per Diem Operator is not available, the Overtime Rosters of Communication Operators shall be utilized to fill the vacancy. Per Diem Operators shall be paid based on their experience on a salary range from a minimum of \$15.00 to a maximum of \$25.00 per hour. The maximum range shall increase according to the percentage increases in year 1/1/06 and 1/1/07.

**ARTICLE XXII
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 XXIII
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 XXIV
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 XXV
DURATION OF AGREEMENT**

THIS AGREEMENT shall be effective from January 1, 2004 through December 31, 2007.

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

TOWNSHIP OF BRICK

By _____
JOSEPH SCARPELLI, Mayor

By _____
SCOTT R. MACFADDEN, Business Administrator

ATTEST:

NANCY J. NELSON, Personnel Director

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

By _____
SUSAN RESCH, International Representative

By _____
CHRISTOPHER W. MIKKELSON, President Local 225 Branch 4

By _____
ARTHUR CHILDS, Chairperson

ATTEST:

JOYCE L. KRAMER, Secretary Treasurer