

MEMORANDUM OF AGREEMENT

Brick Township ("Township") and Transport Workers Union Local 225 Branch 4 ("TWU"), hereby agree to this Memorandum of Agreement, dated July 16, 2008, 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, 2008 to December 31, 2010.
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.
4. **ARTICLE V**
Add new section F:
All verbal warnings and written reprimands in an employee's central and departmental personnel file will not be used in any future disciplinary matter, provided that the employee has received no disciplinary action for a continuous two (2) year period.
5. **ARTICLE VII**
Add to Section A:
One (1) municipal court employee will work flex time once a week on a rotating basis for scheduled court days, which will be scheduled based on seniority.

6. **ARTICLE VII**

Modify Section C to add the following:

In the event Deputy Court Administrators are called in for overtime, overtime will be paid in accordance with this section, and their standby of pay shall be forfeited.

If the Deputy Court Administrators are called back to work multiple times within the two-hour block on a scheduled work day, within the four-hour block on a Saturday, or within the six-hour block on a Sunday or holiday, they will be compensated for the initial call-in block only. If, however, the Court Administrators are called back to work outside the hour parameters of the initial call-in, they will be compensated for the initial call-in and the initial call back. For example, a Deputy Court Administrator called in to work multiple times on a Saturday during a four-hour block period of time will receive only four hours of overtime for the multiple call-ins. If they are called back to work after the expiration of the initial four-hour call-in block, the Deputy Court Administrator will be entitled to an additional four (4) hours of overtime.

Modify paragraph I to add Emergency Medical Technicians as essential employees.

7. **ARTICLE VIII**

Add to Section C.

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

8. **ARTICLE IX**

Amend Section C.

Vacation shall be chosen in seniority rotation order. The initial "first pick" shall not exceed a block of time of two separate five consecutive work day time periods, or one single ten consecutive work day time period; the second pick may be for an unlimited

number of days. The Business Administrator may extend the block of time requirement for extenuating or unusual circumstances.

9. **ARTICLE IX**

Modify paragraph f.

The Township and each employee has the option between October 1 and October 31 of each year to request to cash in up to one-half vacation time not used for 80% of the full money value at the discretion of the Business Administrator and subject to the mutual agreement between the employee and the employer and the availability of funds.

Compensation for days shall not exceed a maximum of thirty-five (35) days' pay, including any sick days sold back in accordance with Article X(e), excepting those employees participating in the early retirement incentive program where accumulated time will be paid at full money value for vacation days and 80% of the employee's accrued sick time.

10. **ARTICLE X**

Add to Section A.

... that an employee will be granted one day of leave without loss of pay for the day of the funeral for premature birth resulting in death (submission of a death certificate may be required).

Amend Section D.

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

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

Amend Section E as follows:

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

11. **ARTICLE XI**

Add new paragraph D.1.e stating "any employee holding the title of laborer and assigned to snow plowing, including sanding and salting, requiring a CDL license shall receive the higher rate of pay at truck driver beginning on the first day assigned."

Amend paragraph E as follows:

Employees working in a higher classification by driving a designated route or driving automated vehicles will be paid the higher rate of pay beginning with day one (1) on a quarterly basis.

Modify the paragraph immediately proceeding paragraph A to clarify that "Department of Public Works Office/Clerical Employees will not be required to obtain/maintain a CDL and, therefore, are not subject to the drug and alcohol testing pool."

12. **ARTICLE XII**

Modify paragraph A to state as follows:

- A. 1. The Township shall provide Traditional and POS Health Insurance with at least a \$1,000,000.00 (\$100.00 deductible per year) Major Medical Coverage for each employee and his family or equal coverage.

A. 2. Effective January 1, 2009, the Township shall provide all employees with health insurance through Horizon Direct Access for each employee and his/her eligible dependents, or equal coverage. The employees co-pay for emergency room visits shall be increased to \$35.00 effective January 1, 2009 and medical office visits co-pays shall be increased to \$10.00 effective January 1, 2009. Effective January 1, 2009 all employees shall contribute \$22.00 per month toward the cost of the health insurance premium, which shall be deducted by payroll deductions in the amount of \$11.00 bi-weekly.

A. 3. Employees with dependent coverage who have proven alternate coverage may exercise the option of not participating in the spouse and dependent coverage provided for in the Group Insurance Health Plan. Beginning in 1995, employees choosing this option will receive \$1,000.00 annually to be paid in a lump sum, in a separate check, in the first pay period in December.

D. The present prescription plan for each employee and his eligible dependents shall continue in full force and effect. The present prescription plan shall be modified on January 1, 2009 to provide for a \$10.00 generic drug co-pay and a \$20.00 non-generic drug co-pay.

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

F. The Township will provide hospitalization, surgical prescription and major medical coverage with full family benefits for all retirees with twenty-five (25) or more years of service with Brick, effective upon receipt of a service retirement or disability pension. Current and future retirees shall be provided with the same health benefits as are provided to current employees at no cost to the retiree.

Eliminate current paragraph I.

Current J becomes paragraph I

Eliminate paragraphs K.1., K.2. and K.5

Eliminate reference to State Health Benefits Plan in current paragraphs K.3. and K.4. and change to Group Health Insurance Plan and combine the two groups as they receive the same amount:

Combine K. 3. & 4. Change to K. 1 and change to J as follows:

For employees choosing to forego participation in the Group Health Insurance Plan, the Township shall share the savings on a 50/50 basis 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 Group Health Insurance Plan.

13. **Article XVII**

Modify last sentence in A.1.a. as follows:

The Township shall supply on an annual basis ten (10) short sleeve or long sleeve shirts, and shall be provided by May of each year.

Add to Section E:

The committee shall consist of the TWU Chairperson and 3 other representatives from the Union who shall be chosen by the Chairperson.

14. **Article XVIII**

Add to Section D – The Township will make every effort to use existing Township employees before going outside to fill vacated positions and/or promotions in the bargaining unit.

15. **Article XX**

Section A.1. will be amended to reflect across the board salary increases of 2.6% in 2008; 2.75% in 2009; and 2.9% in 2010.

Amend paragraph A.2. as follows:

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

Principal Employee Benefits Clerk title - to - Telecommunications System

Analyst.

Park Maintenance Worker - to - Laborer

Mechanical Repairer, Light Equipment – to - Mechanic Helper

Recreation Leader – to - Sanitation Worker

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

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

Amend B.2. to read: “Any Inspector/Sub-Code official serving in the position of Construction Official shall receive an annual stipend of \$250.00 per year.”

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

16. **Article XXI**

Amend Article to replace title of Communication Operator with the title of Public Safety Telecommunicator/Trainee.

17. **Article XXI**

Add to Section 1 after first sentence:

Public Safety Telecommunicator/Trainee will receive double time on Sundays or holidays only in the event that they are called in for overtime when those days are their regularly scheduled days off.

Modify last sentence of Section 3 as follows:

Public Safety Telecommunicator/Trainee scheduled to work on a holiday have the option to take the day off provided that minimum manpower is met and no overtime is

caused by electing the day off. Public Safety Telecommunicator/Trainee can switch shifts per Section 5.A. or utilize a per diem operator.

Add to Section 6 as follows:

At least one (1) Public Safety Telecommunicator/Trainee will be permitted to take a single vacation day/personal day so long as overtime is not incurred by the grant of the day off by utilizing per diems to fill the vacancy per Section 8 of this Article.

Add to existing Section 8. as follows:

Per diem Public Safety Telecommunicator/Trainee shall be utilized to fill shift vacancies caused by regular Public Safety Telecommunicator/Trainee taking vacation or personal days. If no per diem accepts the work and overtime will be incurred by the grant of the day off at the time of the request, the request for a vacation day or personal day will be denied.

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

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

18. **New Article XXII**

Add new Article covering Emergency Medical Technicians only as follows:

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

1. Work hours:

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

2. Uniforms/Clothing Allowance:

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

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

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

4. Time off:

- 12 vacation
- 15 sick
- 3 personal (extra personal time earned in accordance with Township executive orders)
- Extra vacation day earned on anniversary month up to the maximums as permitted by Article IX.A.1.

5. Health and Welfare:

- Same health benefits as provided to TWU members.

6. Holidays:

- Paid 1 ½ times for working on the Holiday, in addition to their Holiday pay.
- If an EMT is called in on a holiday and it's their scheduled day off, they get paid double time, in addition to their Holiday pay.
- Same Holidays as Police paid in base pay at 10 hours straight for the following:
 1. New Year's Day
 2. Martin Luther King's Birthday
 3. President's Day
 4. Good Friday
 5. Easter
 6. Memorial Day
 7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. Election Day
 11. Veteran's Day
 12. Thanksgiving Day and Thanksgiving Holiday
 13. Christmas Eve
 14. Christmas

7. Education/Training:

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

New Article XXIII – Early Retirement Incentive

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

20. Renumber remaining:

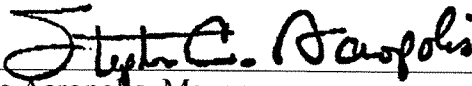
Articles Further Negotiations XXII to XXIV;

Severability XXIII to XXV;

Fully Bargained Provisions XXIV to XXVI


Duration of Agreement Article XXV to XXVII. (change dates January 1, 2008 to December 31, 2010) Enter date signed/ratified.

TOWNSHIP OF BRICK:



Steve Acropolis, Mayor

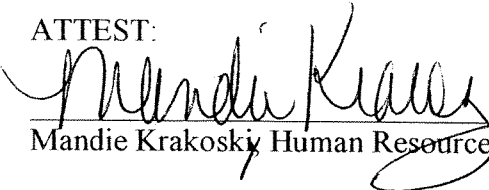
7-31-08
Date



Scott Pezarras, Business Administrator

7-30-08
Date

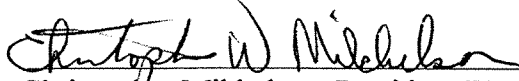
ATTEST:



Mandie Krakoski Human Resource Director

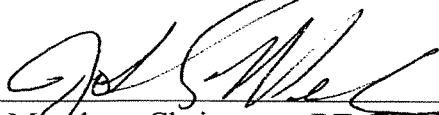
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TRANSPORT WORKERS UNION OF AMERICA AFL-CIO:



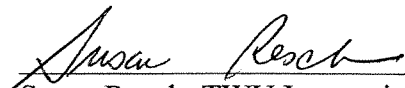
Christopher Mikkelson, President TWU Local 225-4

7-29-08
Date



John Mershon, Chairperson BT, TWU Local 225-4


7-29-08
Date



Susan Resch, TWU International Vice President

7-29-08
Date

ATTEST:



Joyce D. Kramer, Secretary Treasurer

7/29/08
Date