

MEMORANDUM OF AGREEMENT

Brick Township ("Township") and Brick Township Policemen's Benevolent Association Local 230 and the Brick Township Policemen's Superior Officer's Association (collectively "PBA"), hereby agree to this Memorandum of Agreement, dated March 16, 2016 with respect to a successor collective bargaining agreement between the parties. This agreement is subject to the ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Township Council and the PBA 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.
4. ARTICLE X – HOLIDAYS
 - a. Paragraph 7 – DELETE ALL – Clothing allowance is hereby eliminated effective January 1, 2001.
5. ARTICLE XI – MEDICAL INSURANCE, DENTAL AND VISION PLANS
 - a. Paragraph 5 - DELETE – Coverage only applies to prescription lenses and prescription sunglasses. Spectera shall administer the plan and a list of benefits included in said plan shall be attached to this agreement (Appendix A).
 - b. Paragraph 8. AMEND - All Officers will continue to contribute to their health insurance premiums in accordance with Year 4 on the Chapter 78 Public Law grid.
 - c. Paragraph 9. AMEND - Any Officer who retires from the Township and who had obtained 20 years of pensionable service credit as of June 28, 2011 and later retires with 25 years of pensionable service credit shall not have any health insurance premium sharing responsibilities. All other retirees shall contribute to health care in accordance with the Chapter 78 grid and in accordance with Chapter 2. The parties further agree that if either pending litigation or future litigation, results in our State Judiciary's final determination that 20 years of PFRS creditable service as of June 28, 2011 is not a requirement for the receipt of health insurance at no cost for retiree, the court's decision shall be applied prospectively only and there shall be no reimbursement for contributions made by any retiree. This paragraph does not apply to the pending challenge by the PBA in the matter of Spallina v Brick. In the event that a final non appealable

decision is rendered in that matter which exempts the Spallina from contribution to his retiree health benefits, the Township will reimburse Spallina for contribution made by him to the cost of his retiree health benefits.

6. ARTICLE XIX – SALARY

- a. Paragraph 1. Section 1 will be amended to reflect across the board salary increases of 3.0% in 2016, 3.0% in 2017 and 3.0% in 2018
- b. Paragraph 2. DELETE ALL - Only need one salary guide
- c. Paragraph 3. DELETE ALL – Remove 20 year step

7. ARTICLE XXIX – DISABILITY INSURANCE

- a. REPLACE ALL – Employer shall provide a Temporary Disability Insurance. Each employee will be required to contribute in accordance with State guidelines.

8. ARTICLE XXX – REPLACEMENT AND SEPARATION

- a. Paragraph 1 – AMEND - Upon retirement under the Police and Firemen’s Retirement System with twenty-five (25) years of credited service an employee shall continue to receive full family coverage under all health, medical and surgical plans as provided to active employees hereunder, subject to the contribution requirements of Article XI, section 9.
- b. Paragraph 3. a. & b. REPLACE - Oliveri’s interpretation of the Schlueter Rule: Upon separation of service an employee’s accumulated vacation and personal leave shall be paid in the following manner. Vacation days – the first twelve (12) days shall be prorated based on the calendar month in which the separation occurs. Any remaining vacation days shall be paid in full regardless of the calendar month in which the separation occurs. Personal days – Employees shall not be paid for unused accumulated personal days. CHANGE c. to b.
- c. Paragraph 5. REPLACE - In addition to the limitations set forth in Section 2 above, any Police Officer who begins his/her initial new hire working test period with the Township **after** January 1, 2012 regardless of appointment date or Academy start date, shall have his/her unused sick time pay out capped at no more than \$15,000 (consistent with P.L. 2010, Chapter 3) and paid in accordance with Section 4.

9. ARTICLE XXXII – DIRECT DEPOSIT

- a. Paragraph 1, 2 & 3 - DELETE ALL

10. ARTICLE XXXIV – DURATION


- a. Paragraph 1 & 2 – Change dates to January 1, 2016 – December 31, 2018

11. Add NEW ARTICLE – USE OF SPECIAL LAW ENFORCEMENT OFFICERS – Insert from Sidebar

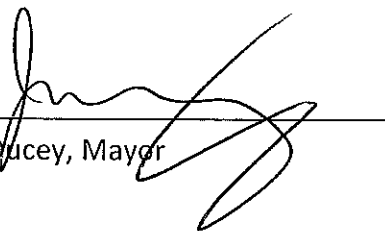
- a. The PBA agrees to the Township’s proposed increase in the number of Special Law Enforcement Officers (hereinafter referred to as SLEO 1(s)) from twenty (20) to twenty-five (25), therefore modifying Township Ordinance XX2-140.

- b. The Township agrees to the use of SLEO 1(s) as screeners assigned to the Municipal Court and as Booking Officers to assist in the processing of prisoners.
- c. The Booking Officer position shall be staffed by a SLEO 1 for a twelve hour period every day. The Booking Officer shall be responsible for receiving prisoners from the arresting officer. The Booking Officer will complete the arrest report, booking and global jacket. The Booking Officer shall also process (through fingerprinting and photographing) the arrestee, as well as conducting a search of the arrestee, if appropriate. The Booking Officer will monitor all arrestees while in custody and shall complete prisoner logs. The Booking Officer will also inventory all prisoner property and will handle the release of all prisoners.
- d. The Booking Officer shall not take any "walk in reports" or have contact with any civilians outside the SLEO 1 booking responsibilities.
- e. Regarding the use of SLEO 1(s) for Courtroom Security, the Township agrees that one Regular Police Officer (RPO) shall be assigned to the Courtroom security detail on an overtime basis. This RPO will not screen or search people entering the Courtroom. Should department staffing levels increase this RPO position may be staffed on a regular basis by assigning an RPO scheduled in on regular duty.
- f. The SLEO 1(s) assigned to Courtroom Security shall place themselves in or near the threshold of the Courtroom entrance and two SLEO 1(s) shall "screen" people and packages in the hallway adjacent to the Courtroom entrance.
- g. Except as modified above, in accordance with General Order #802, the responsibilities of the SLEO 1 shall remain the same and SLEO 1(s) will only be authorized to perform routine traffic details and spectator control assignments.

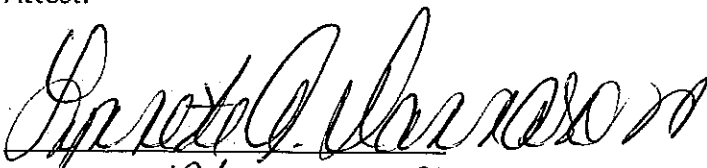
PBA LOCAL 230

By: 
Michael Bevacqua, President

THE TOWNSHIP OF BRICK

By: 
John Ducey, Mayor

Attest:


Lynette Iannarone, Township Clerk
Dated: May 3, 2016