

MEMORANDUM OF AGREEMENT

Brick Township ("Township") and Teamsters Local No. 469 ("Teamsters"), hereby agree to this Memorandum of Agreement applicable to the Township School Traffic Guards, dated March 23, 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 Teamster 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 and ARTICLE XXII will be modified to reflect these dates.
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 III – GRIEVANCE PROCEDURE**

ADD Paragraph F. Discharge or Suspension

- a. The Employer shall not suspend or discharge any employee, except for probationary employees, without just cause. All cases involving major discipline, i.e., the discharge or suspension of an employee in excess of five (5) working days shall be adjudicated in accordance with Civil Service regulations. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee and a council representative.
- b. In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Machinery set forth herein.
- c. The Union may elect to appeal any minor discipline matter to arbitration as provided for in this agreement.

5. **ARTICLE V – WAGES**

Wages shall be increased as follows:

- 1/1/2016 – 3.0% (Retroactive)
- 1/1/2017 – 3.0%
- 1/1/2018 – 3.0%

6. **ARTICLE VI – UNIFORM ALLOWANCE**

Paragraph A - A uniform allowance of four hundred and seventy-five (\$475) will be paid in September of each year to employees covered under this Agreement who are in the employ of the Township as of January 1 of that year. The uniform allowance herein described shall be increased by \$25.00 in 2018.

Paragraph B – REPLACE: New employees hired will receive the initial uniform valued at \$525 at the commencement of his/her employment. Thereafter, employees will receive the same clothing allowance as all other guards.

7. ARTICLE XVI – DAILY SALARIES

REMOVE: all per day rates. Leave post, # of hours, and #of guards only

- 1) BRICK HIGH SCHOOL – Chambers Bridge Road (2 guards)
 - A. Main Driveway – 4 hr post (1 guard)
 - B. Main Driveway Telephone Pole – 4 hr post (1 guard)
- 2) BRICK MEMORIAL HIGH SCHOOL –Lanes Mill Road (5 guards)
 - A. Student and Teacher Driveway – 4 hr post – (2 guards)
 - B. Bus Driveway – 4 hr post (1 guard)
 - C. Sally Ike Road – 4 hr post (1 guard)
 - D. AM Only - Front of school parent/student drop-off –1hr post (1 guard) PENDING RESOLUTION
- 3) LAKE RIVIERA NO LONGER EXISTS - DELETE
- 4) VETERANS MIDDLE NO LONG EXISTS - DELETE
- 5) OSBORNVILLE ELEMENTARY SCHOOL – Drum Point Road (2 guards)
 - A. Driveway – 4 hr post (1 guard)
 - B. AM Only - Parent Parking Lot – 1 hr post (1 guard) PENDING RESOLUTION
- 6) HERBERTSVILLE ELEMENTARY SCHOOL – Herbertsville Road (2 guards)
 - A. Curb and bus driveway - 4 hour post - (2 guards)
- 7) LANES MILL ELEMENTARY SCHOOL – Lanes Mill Road (2 guards)
 - A. Curb and Middle of Road -4 hr post (1 guard)
 - B. Bus Driveway – 4 hr post (1 guard)
- 8) MIDSTREAMS ELEMENTARY SCHOOL – Midstreams Road (3 guards)
 - A. Corner of Colonial and Midstreams Rd – 4 hr post (1 guard)
 - B. South driveway on Midsteams Rd – 4 hr post (1 guard)
 - C. Parking Lot Post – 4 hr post (1 guard)
- 9) WARREN WOLF ELEMENTARY SCHOOL- Chambers Bridge Road (2 guards)
 - A. Sprucewood Rd– 4 hr post (1 guard)
 - B. Bus Driveway – 4 hr post (1 guard)
- 10) EMMA HAVENS ELEMENTARY SCHOOL – Drum Point Road (1 guard)
 - A. PM Only - Driveway – 1 hr post

11) A.DRUM POINT ELEMENTARY SCHOOL – Drum Point Road (1 guard)

A. PM Only – Driveway – 1 hr post

8. ARTICLE XXI – REPLACE

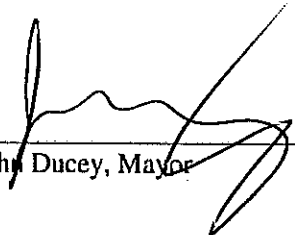
All summer work is voluntary and not part of the employees work schedule, therefore the Township agrees that it will not deny or attempt to deny unemployment benefits to School Crossing Guards for the summer break. Any crossing guard that volunteers to work the summer will be paid at the rate established by the Township for temporary seasonal employee and will receive no additional benefits.

MOA -DELETE The summer work provisions previously negotiated are eliminated. However, those terms and conditions earned by the Guards during 2015 are still payable by the Township such as any earned but unused vacation time.

TEAMSTERS LOCAL UNION NO. 469

THE TOWNSHIP OF BRICK

By: 
Frederick Potter, President

By: 
John Ducey, Mayor

Attest:

Lynnetta Lapparone, Township Clerk

Dated: May 3, 2016