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A G R E E M E N T

Between

THE TOWNSHIP OF BRICK

OCEAN COUNTY, NJ

AND

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS

LOCAL #469

January 1, 1991 through December 31, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	DUES CHECKOFF WAGES	4
III	GENERAL PROVISIONS	6
IV	GRIEVANCE AND MINOR DISCIPLINARY PROCEDURE	9
V	UNION COMMITTEE BUSINESS AND VISITATION	10
VI	WORK WEEK AND OVERTIME	12
VII	HOLIDAYS, TIME OFF WITH PAY	15
VIII	VACATION, INSURANCE AND SPECIAL LEAVE	16
IX	MEDICAL BENEFITS, TERMINAL SICK LEAVE, DISABILITY	20
X	MANAGEMENT RIGHTS	23
XI	RULES REGULATIONS	25
XII	SENIORITY	26
XIII	SALARY AND WAGES	27
XIV	SUPERVISING SCHOOL CROSSING GUARD	28
XV	FURTHER NEGOTIATIONS	29
XVI	DURATION OF AGREEMENT	30
XVII	SEVERABILITY	31

AGREEMENT BETWEEN  
THE TOWNSHIP OF BRICK

AND

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, & HELPERS

LOCAL #469

JANUARY 1, 1991

TO

DECEMBER 31, 1992

WHEREAS, the Township of Brick, hereinafter referred to as TOWNSHIP and the Teamsters, Chauffeurs, Warehousemen and Helpers, hereinafter referred to as the Union, have heretofore entered into an agreement pursuant to Chapter 123 of Public Laws of 1975, for a period commencing January 1, 1991 and terminating on December 31, 1992. The within agreement represents the complete and final understanding on all bargainable issues between the Union and the Township.



ARTICLE I

RECOGNITION

In accordance with the provisions of the New Jersey Employment Relations Act, the Township hereby recognizes Teamsters, Chauffeurs, Warehousemen and Helpers Local #469, as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment for the following Unit certified by the New Jersey Public Employment Relations Commission.

Unit: Those supervisory employees employed by the Township of Brick in the Following positions:

Administrative Secretary  
Assistant Municipal Tax Collector  
Assistant Public Works Superintendent  
Assistant Assessor  
Assistant Township Clerk  
Building Service Foreman, M/W  
General Foreman Mechanic  
Mechanical Repairman Foreman, M/W  
Public Works Foreman, M/W  
Sanitary Landfill Foreman  
Senior Foreman  
Supervisor of School Traffic Guards  
Supervising Clerk  
Zoning Officer  
Assistant Superintendent of Recreation

Secretary Board/Commission

Principal Planning Aide

Assistant Supervisor, Public Works

Supervisor of Accounts

Supervising Road Inspector

Senior Purchasing Assistant

Data Processing Systems Programmer

Excluded: All other employees including professionals, confidential employees, police, craftworkers and managerial executives.

## ARTICLE II

### DUES CHECKOFF WAGES

(A) Upon receipt of a duly signed authorization, the Township shall deduct membership dues and remit same as directed on the authorization card.

(B) The amount of monthly dues will be certified in writing by a checkoff 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 employee's 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 set forth above.

ARTICLE III

GENERAL PROVISIONS

(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. Materials to be posted on 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.

(B) 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.

(C) 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 \$30.00 per semester hour.



(D) The Township shall provide each member of the Department of Public Works, with a three hundred (\$300.00) dollar uniform allowance in lieu of the Township providing uniforms.

New employees, not presently members of the bargaining unit, shall receive a prorated clothing allowance for the remainder of the year in which they are hired, said payment to be made within 90 days of permanent appointment.

The following positions are eligible for a three hundred (\$300.00) dollar uniform allowance:

Assistant Public Works Superintendent

Building Service Foreman

General Foreman Mechanic

Mechanical Repairman Foreman

Public Works Foreman

Sanitary Landfill Foreman

Senior Foreman

Assistant Foreman

(E) The Township shall permit each eligible supervisory employee in the titles hereinafter specified to use for the sole purpose, and no other purpose, a Township vehicle, designated by the Business Administrator, to commute to and from work. For cause, the Business Administrator may revoke said privilege.

Eligible titles:

Assistant Public Works Superintendent

Building Service Foreman

General Foreman Mechanic

Mechanical Repairman Foreman

Public Works Foreman

Sanitary Landfill Foreman

Senior Foreman

Assistant Foreman

(F) The Township shall reimburse any employee who is 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.

(G) Taxes for payroll deductions for supplemental earnings such as vehicle use and clothing maintenance items will be deducted quarterly.

ARTICLE IV

GRIEVANCE AND MINOR 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 ten (10) business days after the occurrence of a grievance, a grievance may be submitted, which shall be in writing to the immediate supervisor by the grievant with or without a Union Representative. Within five (5) business days thereafter, a written reply shall be given by the supervisor to the grievant and Union 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 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 five (5) days from the date of the submission, or hold a meeting with the Union Representative and the grievant and within ten (10) business days after receipt of the grievance, submit his decision in writing.

Level Three: 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 or his designee.



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 the submission, or hold a meeting with the Union Representative 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.

Level Four: Within ten (10) business days after receipt of the Mayor's decision and if the grievance is still unresolved to the satisfaction of both parties, either party to this agreement may proceed further as provided in the Statutes of the State of New Jersey and N.J.A.C. Title 4, Department of Personnel Rules and Regulations.

(C) 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.

ARTICLE V

UNION COMMITTEE BUSINESS AND VISITATION

(A) The members of the Union's Negotiating Committee, not to exceed two (2) in number, shall be granted time off from duty with full pay for all meetings between the Township and the Union which shall take place during normal work hours for the purpose of negotiating the terms of an agreement. An official of the Union as provided in Article IV preceding, will also be granted the same privilege of time off from duty with full pay for processing grievances. All such meeting shall be coordinated and scheduled with the approval of the Business Administrator.

ARTICLE VI

WORK WEEK AND OVERTIME

(A) Normal work week for Roads, Sanitation, Building and Grounds is to be defined as five (5) eight (8) hour days, Monday through Friday. The Township, however, reserves the right, at its discretion, to reschedule the normal work week to consist of four (4) nine and one-half (9 1/2) hour days. The Township shall not be arbitrary or capricious, nor shall it be indiscriminately selective, in the exercise of its discretion to revert back to a normal work week of five (5) eight hour days from Public Works Roads and Sanitation employees. Normal work week for all other employees is five (5) seven (7) hour days, Monday through Friday with one (1) hour unpaid lunch per day.

(B) Overtime rates, as specified below, will apply for any time worked in excess of the normal work week as defined in Paragraph (A) above. All overtime work must be offered to available regular full time employees before any part-time employee is used. Where the Township has rescheduled the normal work week to consist of four (4) nine and one-half (9 1/2) hour days, overtime shall be paid for time worked in excess of nine and one-half (9 1/2) hours during any work day.

(C) Overtime rates shall be one and one-half (1 1/2) times the regular hourly rate for all overtime, except as otherwise specified in this Article.

(D) In the Department of Public Works, when an employee is required to work on snow work after the end of his regular hours, he



shall be paid at the rate of one and one-half (1 1/2) times the hourly rate which he received for his regularly assigned duties for the first twelve (12) hours and double time thereafter. The same shall be applicable for Saturdays.

(E) All work performed on Sundays or Holidays shall be at two (2) times the regular hourly rate.

(F) All overtime shall be designated by the Supervisor. With respect to employees in the Department of Public Works, only 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 the overtime, etc. If for any reason an employee on the top of the list refuses the overtime work he, as well as those that have been given an opportunity to work overtime, shall be placed at the bottom of the list in order to work his way to the top again. Any imbalance in distribution of overtime which has been grieved and resolved in favor of grievant shall be satisfied by the assignment of make-up overtime.

(G) Any employee who normally works a Monday to Friday work schedule who is required to work on Saturday, Sunday, or holiday, shall be given a minimum of six (6) hours for Saturday, Sunday, or holiday.

(H) Emergency Call-In: In the Department of Public Works, when employees are called in from home on a regular work day before or after their regular shift hours they shall receive a four (4) hour minimum guarantee in addition to their regular work shift hours, except when

such hours are contiguous to work day. In that event, employees shall be compensated for that portion preceding normal work day. Clerical supervision shall receive a minimum of three (3) hours call in pay.

(1) The Administrative head of any department or division may require an employee to remain on emergency standby for recall to employment after work hours. In the event any employee is required to be on emergency standby, such employee shall be compensated at the rate of one (1) hour regular rate of pay, except if employee reports to work, he shall be paid only for that prorata portion of time preceding the time at which he is required to report to work. If any employee, on standby, fails to report for work when required by his supervision, the emergency standby pay shall be forfeited. A single supervisory employee of Public Works shall be assigned standby duty for seven (7) consecutive work days on a rotational basis by seniority and shall receive one (1) hour per day standby pay for such assignment during such period irrespective of whether they are required to report for work, but under such terms and conditions as herein before stated in this paragraph. Further, standby duty shall apply to anytime during the year as necessitated by the Business Administrator.



ARTICLE VII

HOLIDAYS, TIME OFF WITH PAY

(A) All departments covered by this agreement shall receive full pay for fourteen (14) holidays.

The Holidays include: New Year's Day, Columbus Day, Veterans Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Election Day, Thanksgiving Day the day after Thanksgiving, Christmas Day and Martin Luther King Day. When a holiday provided for this agreement falls on a weekend, it shall be celebrated on the day designated by law for that purpose.

(B) All employees covered by this agreement shall be paid bi-weekly provided said employee shall have worked or been off on accrued leave time. If there is a holiday during the pay period, employee is not to be charged for accrued leave time for that day.

(C) 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 full time pay for said jury duty or witness service on behalf of the Township. However, all jury pay less the court's travel allowance is to be turned over to the Township. In addition, any employee covered by this agreement, who is discharged from jury duty prior to 1:00 p.m. in any work day shall be required to return to work immediately upon such discharge.



payments under the Worker's Compensation Law. After one (1) year the employee shall receive an amount equal to what would be provided under temporary disability payment schedules established by the Workmen's Compensation Commission. 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 Worker's Compensation Law regarding the partial or total temporary disability benefits of an employee within seven (7) days, 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 and the remaining four and one-half (4 1/2) days shall be paid and not charged to sick time. Any absence following such seven (7) day period of absence shall be fully deducted from such sick leave days. If the employee does not have any remaining accrued sick leave days, the said two and one-half (2 1/2) days deduction shall be taken against sick leave days which the employees 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 deduction of sick leave days, as set forth hereinabove.

(I) In case of death in the employee's immediate family, an employee shall be granted three (3) days leave without loss of pay, one (1) of which shall be the day of death or the day of funeral. "Immediate Family" means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, stepchildren, foster

child, sister, or brother of the employee. It shall also include relatives of the employee residing in the employee's household. The Township reserves the right to request reasonable proof of death.

(J) The Township has the option of buying back any accrued sick time at the rate of one-half (1/2) days pay for every day of sick time in excess forty-five (45) accumulated sick days. Further, the employee shall have the option of selling such sick time. It being understood that neither party shall be obligated to buy or sell sick time other than under the conditions provided for in this article. Such option shall be exercised between October 1 and October 15 of each year and paid by December 31 of each year.

(K) An employee may, assuming that same is approved by the Township, elect to forego one half (1/2) of his or her allotment of vacation days in return for receiving his or her regular pay for those vacation days which such employee shall have forgoing. Such option shall be exercised by the employee between October 1 and October 15 of each year and paid by December 31 of each year assuming that the exercise of such option shall have been approved by the Township.



ARTICLE IX

MEDICAL BENEFITS, TERMINAL SICK LEAVE, DISABILITY

(A) The Township shall provide Blue Cross, Blue Shield, Series 1420, Rider "J" (\$100.00 deductible) Major Medical coverage for each employee and their family or substantially equal coverage.

(B) It is agreed that the Township shall pay for replacing eyeglasses broken due to the performance of the employee's duties. Maximum cost not to exceed one hundred (\$100.00) dollars per year.

(C) It is agreed that at the time of retirement, any employee covered by this agreement who has at least five (5) years employment with the Township that has unused sick time due, as provided by N.J.A.C. Title 4, New Jersey Department of Personnel Rules and Regulations, shall be paid in the lump sum three and one-half (3 1/2) days pay (at the rate he or she is receiving at the time of retirement) for each five (5) days standing to his credit, but not to exceed a total of one hundred and twenty-five (125) days pay, except where any employee has retired after twenty-five (25) years of employment by the Township, such maximum shall not exceed one hundred thirty-five (135) days, without limitation, provided the employee has offered to sell such days that exceed one hundred twenty-five (125) days, or one hundred thirty-five (135) days in accordance with Article VIII, Section (J) in the year preceding the year in which retirement occurs and provided the Township has failed to acquire such excess accumulation under the terms and conditions of Article VIII, Section (J). However, such excess, not



(E) 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.

(F) Sick time with pay shall be granted in accordance with N.J.A.C. Title 4, New Jersey Department of Personnel Rules and Regulations which provides fifteen (15) working days in each calendar year. However, a doctor's certificate shall, unless waived by the Business Administrator, be required after a total of more than fifteen (15) days in any calendar year or five (5) consecutive work days absent in any calendar year, 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.

(G) Each employee shall be granted three (3) personal leave days per year, which may be taken on any day throughout the year. While it shall not be necessary for the employee to give reasons for the leave, such personal days are not to be used for purposes of vacation or other recreational reasons. Application for the leave day shall be made three (3) days in advance to the Business Administrator so that his approval may be obtained.

(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 not to exceed one (1) year during the period in which the employee is qualified for temporary disability

## ARTICLE VIII

### VACATION, INSURANCE AND SPECIAL LEAVE

(A) 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. Where an employee fails to use vacation days in any given year, such employee shall be permitted to carry over no more than fifteen (15) unused days into the subsequent year.

(B) Vacation monies shall be given to employees before going on vacation if requested three (3) weeks prior to this vacation day.

(C) There shall be no split vacations unless such vacations are specifically requested by the employee and approved by the Business Administrator.

(D) The Business Administrator shall see that a list of names according to their seniority in each title shall be posted during the first week of December, and the employees shall pick their vacation not later than December 31 of the previous year. If a senior employee wishes to split his vacation he shall pick his first part then go to the bottom of the list and pick his second half after all others in his title have had their pick. Those employees failing to elect within thirty (30) days of posting shall go to the bottom of the list. Management reserves the right to establish the number of employees to be granted vacations during any calendar period.



purchased, will be paid at the same rate and under the same terms and conditions as provided for in this Article. In the event, however, of the death of any such employee prior to his retirement or while in the employment of the Township in a position covered by this agreement, such lump sum payment shall be made to the person designated by such employee in writing to the Business Administrator.

(D) The present prescription plan coverage shall continue in full force and effect, \$1.00 charge per prescription effective July 1, 1985. The prescription plan coverage shall go to \$2.00 generic drug co-pay and a \$5.00 non-generic drug co-pay on May 1, 1992.

(E) Dental Plan - The Employer will provide a fully paid dental plan with an increase schedule of eighty (80) percent paid for by the plan and twenty (20) percent paid by the employee.

(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, and to the extent that the Township may be allowed by law, the Township shall continue to provide such benefit to the surviving spouse of any such retiree after the death of such retiree. 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 by the Township for retirees, that in this event, the Township shall provide such benefit.



(G) It is agreed that the Township shall provide temporary disability insurance in accordance with the plan made available to the 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 or the benefits and employees contributions are comparable to the state plan.

ARTICLE X

MANAGEMENT RIGHTS

(A) 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 NJAC, Title 4 NJ Department of Personnel 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 XI

RULES AND REGULATIONS

(A) The Township may establish and enforce reasonable rules and regulations for department operations and conduct of personnel therefore 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 instruction, but with the further provision that such employee of the bargaining unit may treat the order of instructions as a grievance which should be handled in accordance with the grievance set forth previously in this agreement.

(C) All employees shall be provided with a set of rules and regulations governing them as, if and when established.



ARTICLE XII

SENIORITY

(A) The Township agrees that it is bound to the seniority rights as established by applicable New Jersey Department of Personnel Rules and Regulations.

(B) A laid-off employee, and/or any employee who leaves 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.

ARTICLE XIII

SALARY AND WAGES

(A) all employees covered by this agreement shall receive and be paid longevity pay over and above his/her base salary in accordance with the provisions of Ordinance No. 19-68 adopted by the Township. Such ordinance provided that 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

(B) All salaries shall have a minimum and maximum range with yearly increments of at least one-fifth of the difference between the minimum and maximum to be paid so the employee reaches his/her maximum in five (5) years of employment. Increments shall be payable to eligible employees on their anniversary dates after each full year of employment.

(C) All employees covered by this agreement shall receive a salary increase of five (5) percent computed on their 1990 base salaries payable retroactive to January 1, 1991.

(D) All employees covered by this agreement shall receive a salary increase of five (5) percent computed on their 1991 base salaries payable effective January 1, 1992.



ARTICLE XIV

SUPERVISING SCHOOL CROSSING GUARD

The parties hereby agree to the following provisions for the Supervising School Crossing Guard.

(A) The Supervisor of Crossing Guards' pay will be increased each year using the same percentage of other Supervisors. At no time will a Guard Supervisor receive pay less than fifty (50) cents per hour over the regular rate of pay for Crossing Guards.

Supervisor's Pay Increase

January 1,1991 - 5%

January 1,1992 - 5%

(B) Vacations will be tied into times when schools are closed i.e.Christmas, Easter breaks, Teachers' Conventions, summer etc. -Same number of vacation days provided to other members of unit.

(C) Benefits to be provided by the Township in the event husbands benefit are terminated or changes in employment result in loss of coverage.

(D) Sick time to be provided at the same rate as School Crossing Guards.

(E) Paid Holidays - In accordance with the Township schedule, School schedule or a combination of both, not to exceed 14 as mutually agreed by the party and Business Administrator during the month of January of each year.

(F) Longevity - same as the rest of the bargaining unit.

(G) Dog License functions shall be performed as part of the normal work during the summer months - two (2) hours a day. Additional hours to be compensated at the normal rate of pay.

ARTICLE XV

FURTHER NEGOTIATIONS

During the month of July, and prior to the ending of this agreement, the parties shall confer, at a mutually agreed time and place, for the purpose of effecting, if possible, a continuation of the within agreement.



ARTICLE XVI

DURATION OF AGREEMENT

This agreement shall become effective immediately upon the signing of both parties and shall be effective upon execution, retroactive to January 1, 1991 and continue in force for a term of two (2) years. (January 1, 1991 to December 31, 1992.)

In the event an agreement is not reached on terms of a new contract by December 31, 1992, the present contract will continue in full force and effect, subject to a ninety (90) day written notice of cancellation by either the Township or the Union.

ARTICLE XVII

SEVERABILITY

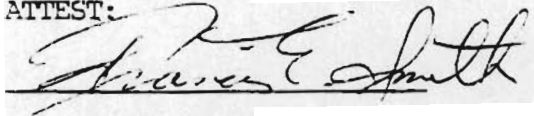
(A) Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specific portion of the agreement affected by such decision.

(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.



IN WITNESS WHEREOF, the undersigned have caused this agreement to be signed by the appropriate officers of each party hereto.

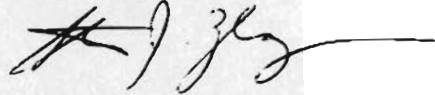
ATTEST:



Francis E. Smith,  
Township Clerk

TOWNSHIP OF BRICK

BY:



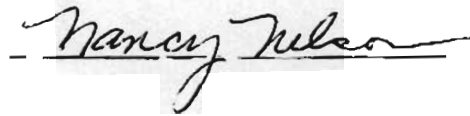
Steven J. Zboyan, Mayor

ATTEST:

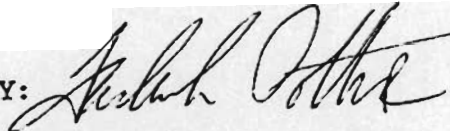
TEAMSTERS, CHAUFFEURS,

WAREHOUSEMEN & HELPERS

LOCAL # 469



BY:



Fredrick Potter, President

DATED:

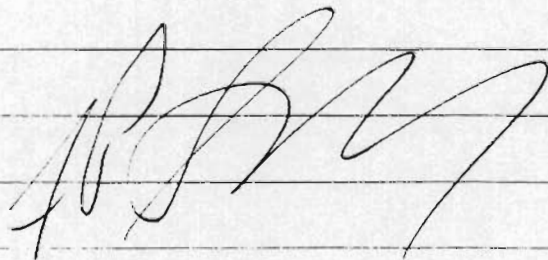
May 1, 1992

The Supervisor of Crossing  
Guards pay will be increased  
each year using the same percentage  
of other Supervisors. At no time  
will a Guard Supervisor receive  
pay less than 50¢ per hour over the  
regular rate of pay for Crossing  
Guards.

Supervisor Pay increase

Jan 1, 1991 - 5%

Jan 1, 1992 - 5%



2/20/92



December 6, 1991

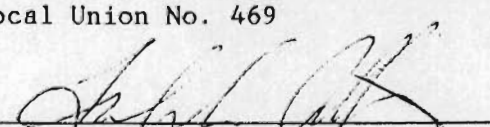
Memorandum of Agreement

between the Township of Brick and the Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 469, representative for the Brick Supervisory Unit.

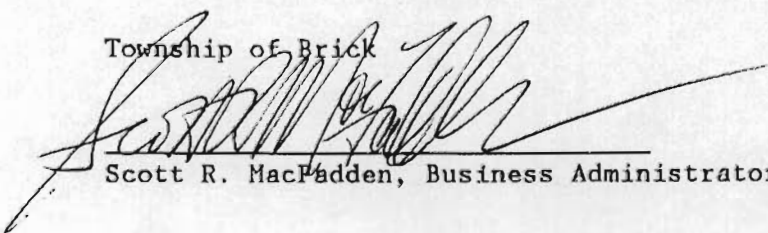
The above parties hereby agree to recommend the following to their respective bodies for ratification.

1. This Agreement shall be effective from January 1, 1991 through December 31, 1992.
2. Pay wage increase to be: 1991 - 5%  
1992 - 5%
3. Prescription Benefits - The present prescription program shall be modified on May 1, 1992 to provide for a \$2.00 generic drug co-pay and a \$5.00 non-generic drug co-pay.
4. Uniforms, Educational Programs and Other Benefits - 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.
5. For the Department of Public Works, the Township shall pay each member a \$300.00 uniform allowance in lieu of the Township providing uniforms.
6. For Clerical Supervision - Call-in pay will be a minimum of 3 hours - Public Works call-in to remain the same.
7. Taxes for payroll deduction for supplemental earnings such as vehicle use and clothing maintenance items, tax will be deducted quarterly.
8. Stepchildren to be added to bereavement.
9. That the following titles will be included:
  - a. Supervisor of Accounts
  - b. Supervising Road Inspector
  - c. Senior Purchasing Assistant
  - d. Data Processing Systems Programmer
10. Supervising Crossing Guard - As agreed.

Teamsters, Chauffeurs, Warehousemen & Helpers  
Local Union No. 469

  
Frederick Potter, President

Township of Brick

  
Scott R. MacFadden, Business Administrator