

MEMORANDUM OF AGREEMENT

Brick Township ("Township") and Teamsters Local No. 469 ("Teamsters"), hereby agree to this Memorandum of Agreement, dated March 24, 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 XVIII 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 I – RECOGNITION**
The title of Supervising School Traffic Guard is hereby recognized as a full-time employee entitled to all benefits under this agreement.

Paragraph (B) AMEND:

Assistant Supervisor, Parks to Maintenance Worker 3, Grounds
Deputy Court Administrator to Deputy Municipal Court Administrator
Supervising Technician MIS to Senior Technician MIS

Paragraph (C) DELETE:

However the parties have agreed to meet and discuss adding additional titles of employees that are currently covered under the Unclassified Ordinance.

5. ARTICLE III – GENERAL PROVISIONS

Paragraph (E) ADD:

Maintenance Worker 3, Grounds
Assistant Supervising Maintenance Repairer
Assistant Supervising Mechanic
Crew Supervisor, Building Maintenance Worker
Supervisor, Building and Grounds

Paragraph (H) AMEND:

Taxes for payroll deductions for supplemental earnings such as vehicle use will be deducted annually.

Paragraph (I) AMEND:

In lieu of an evening dinner break, employees of the Municipal Court shall receive an \$8.00 meal allowance, which shall be paid in the next pay period

6. ARTICLE IV – GRIEVANCE AND DISCIPLINARY PROCEDURE (name change)
AMEND:

Level Three: Within ten (10) business days after receipt of the Business Administrator's decision and if the grievance is still unresolved, the Union or the Township may submit the matter to arbitration by written request. If such written notice is not given within ten (10) working days, the grievance will be deemed dropped. The demand written notice shall be filed with the Public Employment Relation Commission (PERC).

The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the Arbitration provision of the agreement.

- a) The arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and the United States. The arbitrator shall not have the authority to add to any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his findings of fact and reasons for the decision. The arbitrator's decisions shall be final and binding upon the parties subject to applicable court proceedings.
- b) Either party may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

DELETE: Level Four

ADD: Paragraph (D)

- 1) The Township 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.
- 2) 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 as set forth herein.
- 3) The Union may elect to appeal any minor discipline matter to arbitration as provided for in this Agreement.

7. ARTICLE VI – WORK WEEK AND OVERTIME

Paragraph (A) AMEND

Normal work week for Public Works 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 ½) hour days. Normal work week for EMS employees is to consist of four (4) ten (10) hour days. Normal work week for all other employees is five (5) seven (7) hour days, Monday through Friday, with a one (1) hour unpaid lunch per day.

Paragraph (B) DELETE – Change Paragraph lettering

Paragraph (J) – New Paragraph (I) REPLACE:

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. If any employee, on standby, fails to report for work when required by the supervisor, the emergency standby pay shall be forfeited and he will be ineligible for the next on call opportunity. 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 standby for such assignment during such period irrespective of whether they are required to report to 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.

New Paragraph (J)

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

8. ARTICLE VII – HOLIDAYS, TIME OFF WITH PAY

Paragraph (A) DELETE: Floater Holiday

Paragraph (B) AMEND: Each year employees are to receive two (2) paid floating holidays.

9. ARTICLE VIII – VACATION, INSURANCE, AND SPECIAL LEAVE

Paragraph (B) DELETE

Paragraph (O) AMEND: to shall be exercised between October 1st and October 31st

Paragraph (P) AMEND: to shall be exercised between October 1st and October 31st

10. ARTICLE IX – MEDICAL BENEFITS, TERMINAL SICK LEAVE, DISABILITY

Paragraph (B) REPLACE with Paragraph (D)

Paragraph (C) – All employees will continue to contribute to their health insurance premiums in accordance with Year 4 on the Chapter 78 Public Law grid and in accordance with Chapter 2.

Paragraph (D) DELETE – MOVE to Paragraph (B)

Paragraph (E) DELETE “Beginning in 1996, 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.”

Paragraph (I) Effective 2016, the prescription plan shall go to the two tier plan: \$10 generic, \$20 preferred and non-preferred brand. The present prescription plan shall be modified to provide for the change in prescription copays as soon as practicable following ratification by the parties.

Paragraph (K)

- 1) DELETE in the event that prior to the expiration date of this contract, the aforementioned law or 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.
- 2) AMEND: Any employee who retires from the Township and who is eligible for retiree health benefits as provided in this paragraph shall no longer have any health insurance sharing responsibilities, except that employees who did not have twenty (20) years or more in the pension system as of June 28, 2011 and who thereafter retire from the Township will be required to contribute to their retiree health insurance premiums in accordance with the Chapter 78 of Public Law 2011 grid and in accordance with Chapter 2.

11. ARTICLE XII – SENIORITY

Paragraph (B) MOVE to Article VIII – VACATION, INSURANCE AND SPECIAL LEAVE New Paragraph (Q)

12. ARTICLE XII – SALARY AND WAGES

Wages shall be increased as follows:

1/1/2016 – 3.0%

1/1/2017 – 3.0%

1/1/2018 – 3.0%

*Salary Range and Step Guide to be included in the contract

13. ARTICLE XIV – SUPERVISING SCHOOL TRAFFIC GUARD/COURT DELETE

14. EMS SUPERVISORS ISSUES

1) Holidays for EMT Supervisors shall be as follows; full pay for fifteen (15) holidays. The holidays include: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. No floating holidays. Pay time and ½ (1 1/2) for holidays worked. If called in to cover for a holiday (normal day off) the Township shall pay the employee double time (2x's).

2) Clothing: ARTICLE III, GENERAL PROVISIONS – NEW (F)

New hires shall be issued:

- 4 long sleeve shirts
- 4 short sleeve shirts
- 4 pairs of pants
- 1 belt
- 1 pair of boots
- 1 jacket with safety vest
- 1 raincoat
- 1 baseball cap
- 1 winter hat

An annual clothing allowance of \$600 will be issued to full time EMTs for uniforms and items which will be included in the bid specifications established by the Township. The allowance will be provided in the form of vendor merchandise cards, subject to Purchasing contract renewal. Uniforms damaged in the line of duty will be replaced by the Township.

3) Clarify Provisions that apply to EMS Supervisors including but not limited to Article VI Work Week. Overtime and other relevant provisions so it applies to EMS Supervisors including but not limited to overtime, call in and work week which is normally 10 hour days.

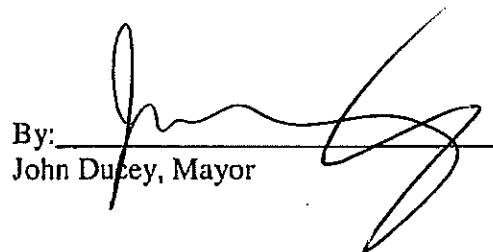
- 4) Education Reimbursement: EMS Employees will receive reimbursement for training cost incurred to maintain their EMT or Paramedic certification only and must be approved by Police Chief prior to incurring cost. EMS employees who attend classes or training during a scheduled day off may elect compensatory time or overtime pay for those hours in class or training on a day off where the employee's hours in one week exceed 40 hours.
- 5) Court: If an EMS Supervisor is asked by the Township or its agent or has been subpoenaed as a witness by a court of competent jurisdiction in connection with a matter arising out of the course of his/her employment with the Department and is required to respond to such subpoena on a scheduled day off, said employee shall be guaranteed two (2) hours for reporting.

NOTE: Change NJ Department of Personnel references to NJ Civil Service Commission

TEAMSTERS LOCAL UNION NO. 469

THE TOWNSHIP OF BRICK

By: 
Fredrick Potter, President

By: 
John Ducey, Mayor

Attest:

Lynette Janzone, Township Clerk

Dated: May 5, 2016

MOA Supervisors 160429 Brick