

2005 - 2008 AGREEMENT

PROFESSIONAL MANAGERS ASSOCIATION

AND THE

TOWNSHIP OF EAST BRUNSWICK

2005-2008 AGREEMENT

PROFESSIONAL MANAGERS ASSOCIATION

AND THE

TOWNSHIP OF EAST BRUNSWICK

THIS AGREEMENT made this _____ day of _____ in the year 2005 by and between the **TOWNSHIP OF EAST BRUNSWICK**, hereinafter referred to as the Employer, and the **EAST BRUNSWICK PROFESSIONAL MANAGERS ASSOCIATION**, Affiliated with Local 153, OPEIU, hereinafter referred to as the Association, has been created for the purpose of harmony and mutual understanding between the Employer and members of the Association, in order that continuous and efficient service be rendered to the community.

WITNESSETH:

WHEREAS, the Employer and the Association have conducted negotiations in good faith with respect to terms and conditions of employment;

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

SECTION A. The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other conditions of employment for all employees represented by said Association whose titles are set forth in Appendix A.

SECTION B. Included in the negotiating unit shall be all professional and non-professional primary level supervisors, as defined by the New Jersey State Employment Relations Commission, employed by the Township of East Brunswick, excluding the Comptroller.

SECTION C. Excluded from the negotiating unit shall be all managerial executives, confidential employees, police employees, craft employees, blue collar employees, white collar employees, and all other employees employed by the Township of East Brunswick.

ARTICLE II

DUES CHECK-OFF AND REPRESENTATION FEE

SECTION A. The employer agrees to check off Association dues and assessments uniformly arrived at and turn over such money to the duly elected Treasurer of the Association bi-monthly. The Association will file authorization forms with the employer, signed by each employee prior to such deduction.

SECTION B - PURPOSE OF FEE: If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

SECTION C - AMOUNT OF FEE:

Notification

Prior to the beginning of each membership year, the Association will notify the Finance Director in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be up to eighty-five percent (85%) of that total amount.

SECTION D - DEDUCTION AND TRANSMISSION OF FEE:

1. Notification

Once during each membership year, covered in whole or in part by the Agreement, the Association will submit to the Finance Director a list of those employees who have not become members of the P.M.A. for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforementioned non-member list by the Finance Director, or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement, or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

3. Termination of Employment

An employee who is terminated for any reason shall only pay that portion of the annual fees of the Association due in equal installments to the date of termination.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will provide a list with each transmission of fees listing current members and those paying the representation fee.

5. Changes

The Association will notify the Finance Director in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Finance Director received said notification.

6. New Employees

The P.M.A. will be informed of the employment of each individual eligible for membership in the Association.

7. Hold Harmless

Provided the employer has met its obligations pursuant to this Article, the Association shall hold the employer harmless against any and all claims.

ARTICLE III

NEGOTIATION PROCEDURE

SECTION A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with law.

SECTION B. The final Agreement of the negotiating representatives will be submitted to the Mayor and Township Council and the members of the East Brunswick Professional Managers Association for ratification, decision, or vote. Any agreement of the parties shall be reduced to writing and shall become binding.

SECTION C. No provision of this Agreement may be changed, supplemented or altered, except as agreed to by both parties in writing.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION A - DEFINITIONS:

1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between parties involving interpretation or application of any provision of this Agreement, including Article XVII, Management Rights.
2. Grievances arising out of the application, interpretation, and alteration of managerial policies and rules and regulations which do not affect mandatorily negotiable terms and conditions of employment and are management prerogatives and non-mandatory subjects for negotiations and grievances arising out of the application or interpretation of statutes or administrative regulations expressly or impliedly incorporated in this Agreement may not proceed to binding arbitration.

SECTION B - PROCEDURE:

A grievance shall be processed as follows:

A grievance must be presented no later than twenty (20) calendar days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter causing the grievance, whichever occurs later. The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section.

All references to days herein shall mean working days, except as set forth above, exclusive of Saturdays, Sundays, and holidays.

No response to a grievance at any Step in the procedure shall be deemed a denial entitling the Association to proceed to the next Step of the Procedure.

All employees shall continue to observe all assignments and rules and regulations during the pendency of a grievance and until it is finally determined, except where an imminent danger to safety and health exists.

Grievances shall only be processed on the approved form mutually agreed upon by the parties for such purpose.

STEP 1: The grievance shall be reduced to writing by the Association and submitted to the Department Director. The answer to such grievance shall be in writing to the Association and shall be provided within ten (10) days of the submission of the grievance. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought.

STEP 2: If the grievance is not settled at Step 1, then the Association shall, within ten (10) days of the due date of the Step 1 response, submit the grievance to the Business Administrator. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought. A written response shall be provided by the Business Administrator within ten (10) days of its submission.

STEP 3: If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A(2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within twenty (20) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator be appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties.

SECTION C.

The cost of fees and expenses of the Arbitrator shall be shared equally by the Association and the employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the Association.

SECTION D.

If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties or borne by the party requesting the record.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

SECTION A. - INFORMATION: Management agrees to provide all relevant information, in response to reasonable requests, pertaining to the employees' terms and conditions of employment as articulated in this Agreement and as may be necessary for the Association to process any grievance.

SECTION B. - RELEASE TIME FOR MEETINGS: Whenever any representative of the Association or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay or any other contractual benefit to which he is entitled, such as vacation time or personal leave, etc. Such activities shall be scheduled by or be scheduled with the approval of the Administrator or his/her designee(s). Approval shall not be unreasonably withheld.

SECTION C. - USE OF MUNICIPAL MEETING ROOMS: The Association and its representative may schedule the use of municipal meeting rooms at all reasonable hours.

SECTION D. - USE OF EMPLOYER'S EQUIPMENT: The Association may use the Employer's office equipment, excluding supplies, as may be needed at reasonable times, when such equipment is not otherwise in use. This use shall be arranged and approved by the Administrator and/or his/her designee(s). Such approval shall not be unreasonably withheld.

ARTICLE VI

STATEMENT OF POLICY AGAINST DISCRIMINATION

SECTION A. The Employer and the Association both agree that they shall not discriminate against any employee because of race, color, sex, marital status, military service, national origin, political affiliation, age, or physical disability (except where age or physical disability constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities or the lack thereof.

Any employee that believes that he/she has been discriminated against may confidentially file a complaint directly to the Affirmative Action Officer or Administrator rather than follow the normal grievance procedure, if the employee prefers.

SECTION B. Where the word "he", "she", "him", or "her" are used in this Agreement, it shall mean both sexes.

ARTICLE VII

SALARIES

SECTION A.

The following wage increases shall be effective:

January 1, 2005	3.8%	increase on 2004 base salary
January 1, 2006	3.75%	increase on 2005 base salary
January 1, 2007	3.75%	increase on 2006 base salary
January 1, 2008	3.7%	increase on 2007 base salary

SECTION B. Provided other civilian units agree, salaries shall be paid bi-weekly on a one (1) week lagging basis, with the employee's paycheck to be issued one (1) week after the closing date of the pay period.

ARTICLE VIII

PART-TIME EMPLOYEES

SECTION A. Regular part-time employees shall be defined as employees who work twenty (20) hours per week or more, whose salaries are budgeted in sub account 102, and who have successfully completed their probationary period. Temporary employees who worked more than twenty (20) hours per week for six (6) consecutive months and who are budgeted at twenty (20) hours or more in the following fiscal year, shall receive the same benefits as a regular part-time employee.

SECTION B. Regular part-time employees of the Employer ,who are included in the Association, shall receive the following pro-rata fringe benefits:

1. Sick Leave
2. Vacation Days
3. Personal Days
4. Leave Because of Death in Family
5. Holidays
6. Clothing Allowance (where applicable) pursuant to Article XVI.

ARTICLE IX

VACATIONS

SECTION A.

1. For employees hired prior to January 1, 1997 the following vacation schedule is agreed to and shall be taken in units of full days or half days:

0-1 year of completed service83 work days/month
Start of 2nd year to end of 5th year of completed service	11 work days
Start of 6th year to end of 9th year of completed service	16 work days
Start of 10th year to end of 14th year of completed service	21 work days
Start of 15th year to end of 19th year of completed service	26 work days
Start of 20th year to end of 24th year of completed service	31 work days
Start of 25th year and over	36 work days

2. For employees hired on or after January 1, 1997 the following vacation schedule is agreed to and shall be taken in units of full days or half days:

0-1 year of completed service83 work days/month
Start of 2nd year to end of 5th year of completed service	10 work days
Start of 6th year to end of 9th year of completed service	15 work days
Start of 10th year to end of 14th year of completed service	18 work days
Start of 15th year to end of 19th year of completed service	20 work days
Start of 20th year to end of 24th year of completed service	25 work days
Start of 25th year and over	30 work days

SECTION B. For the purpose of computing years of service, any employee whose employment commences between January 1 and July 1 (for employees hired after 6/1/86) or January 1 and October 1 (for employees hired prior to 6/1/86) shall be credited with a full year of service and previous permanent part-time employment with the Employer shall be accumulated and the employee shall be given credit for an equivalent amount of full-time employment.

SECTION C. Whenever a full-time employee leaves the Employer's employ for active duty in the military service of the United States or receives a leave of absence with pay, the period of active duty or leave of absence shall be included in computing years of service. With regard to unpaid leaves of absence, accrual shall be determined as follows: Unpaid leave may or may not affect the vacation accrual of the employee. The determining factor shall be whether or not said leave takes the employee beyond the benchmark date for accrual as specified in Article IX, Section B. Should the leave extend beyond such date, accrual should be postponed for one year.

SECTION D. Vacation leave for the forthcoming year shall be accrued and be credited to each permanent employee on January 1 of each year.

SECTION E. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted to carry over automatically to the following year. No employee shall be permitted to accumulate more than thirty (30) days of unused vacation leave. Vacation leave, subject to the approval of the Department Head, may be taken from time to time in units of full or half days.

SECTION F. At the time of separation, an employee shall be entitled to payment for unused vacation as follows:

1. Separation due to death or retirement, employee or estate shall receive full pay for all unused vacation days, fully credited as of January 1 of that year.

2. Separation due to any reason other than those specified above, employee shall receive full pay for all unused vacation days, from January 1 to the date of separation.

SECTION G. An employee shall not be eligible for vacation leave unless he has been employed for six (6) consecutive months or more. New employees shall be entitled to .83 working days of vacation leave for each month of their probationary time, up to a maximum of ten (10) days.

SECTION H. If management has any resources available, the employee shall have the right to sell back unused vacation days at fifty (50%) percent of the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of management on or about November 1 of each calendar year.

SECTION I. In the event that a holiday designated in Article XII falls during an employee's vacation, that day shall not be charged as a vacation day.

ARTICLE X

DEATH IN FAMILY

SECTION A. The employer agrees that immediately upon a death in the employee's immediate family, the employee will be granted four (4) working days off with pay.

SECTION B. The definition of immediate family includes the employee's spouse, child, mother or step-mother, father or step-father, brother, sister, grandparent, great-grandparent, grandchild, son-in-law, daughter-in-law, and the brother, sister, parent, and grandparent of their spouse.

SECTION C. The employer agrees that upon death of the employee's or their spouse's aunt, uncle, brother-in-law, sister-in-law, niece, or nephew, the employee will be granted one (1) day off with pay to be in attendance at those activities involved in the internment of and mourning for the deceased.

ARTICLE XI

HEALTH AND INSURANCE BENEFITS

SECTION A.

1. Current levels of health, hospitalization, and major medical insurance will be maintained.

2. Management reserves the right to utilize managed health care; case management when deemed necessary and pre-admission review as stated in the addendum to the employee health care booklet. Surgeries that require second opinions are listed in an addendum in the IDA employee health care booklet. Chiropractic use will be subject to case management and limited to twenty-six (26) visits per person per year.

In-patient mental health and substance abuse treatment at the facilities listed on the addendum in the IDA employee health care booklet will be without limit subject to the same considerations as in the current program. The list of the approved facilities is subject to change by mutual agreement of the Employer and the Association. Treatment at facilities other than those listed in the health care booklet shall be subject to \$25,000 per stay per person annual limit and a \$50,000 lifetime limit per person. Out-patient treatment limits shall be \$5,000 per person per year.

Employees covered by the EPO program will continue to be covered by the current benefits of the EPO contracts.

The insurance deductible shall be \$150.00 for single coverage and \$300.00 for family coverage.

Effective January 1, 2006, the health insurance deductible shall increase from \$150.00 to \$250.00 for single coverage, and from \$300.00 to \$500.00 for family coverage.

3. If at retirement an employee moves out of New Jersey, the employee is responsible to inform the Employer of their new residence. The Employer will then investigate a mental health facility of comparable or better rating to those utilized within the jurisdiction of New Jersey, in the state in which the retired employee is residing.

SECTION B. Current levels of dental and orthodontia insurance will be maintained.

Effective January 1, 2006, the dental program will coincide with the plan in place for MEA and Executive Staff.

SECTION C. The prescription plan shall include a \$5.00 co-pay on all brand name prescription drugs; \$3.00 co-pay on all generic prescription drugs; and no co-pay on all mail order prescription drugs of ninety (90) days or longer.

Effective January 1, 2006 the prescription plan will be a \$10.00 co-pay on all brand name prescription drugs; \$5.00 co-pay on all generic prescription drugs; and no co-pay on all mail order prescriptions.

SECTION D.

1. Current levels of disability insurance will be maintained for non work related disability. Work related disability benefit will be extended to provide two-thirds (2/3rds) salary for long-term disability administered as per the Employer's contract with the insurance carrier.

2. All actively working employees covered by health benefits will be covered by a \$5,000 life insurance policy when their health benefits become effective.

SECTION E. In accordance with N.J.S.A. 40A:10-23, current levels of benefits under Section A, B and C shall be provided to any employee who retires:

a. After twenty-five (25) years or more service with the Employer, or

b. After having reached the age of 62 or older with at least fifteen (15) years of service with the Employer.

c. The Employer will provide secondary coverage for eligible retirees when coverage by Medicare or another carrier including Veterans benefits is available.

It is understood that should the statute be amended during the term of the contract to permit payment for said benefits with less than twenty-five (25) years of service, the contract shall be so amended provided that the minimum years of service shall not be less than twenty (20) years.

Current levels of benefits under Section A, B and C shall be provided to the employee's dependents in the event the employee:

a. Dies in the line of duty, or

b. Dies after twenty-five (25) years municipal service with the Employer.

This Section E applies:

1. If no comparable health insurance is available from any other source (spouse's employment, post-retirement employment, etc.), or

2. If coverage is available from another source other than the Employer, the Employer reserves the right to either reimburse the employee for the cost of coverage not provided by the Employer or to continue enrollment in the Employer's plan.

The Employer reserves the right to negotiate new contractual language concerning the benefits granted retirees.

ARTICLE XII

HOLIDAYS

SECTION A. The following holidays with pay shall be granted to all employees covered by this Agreement:

New Year's Day	Independence Day
Martin Luther King	Labor Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

SECTION B. If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

SECTION C. In addition to the above holidays, when Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day fall on a Tuesday or Thursday, the following Friday or preceding Monday shall also be given off with pay as a holiday to all employees covered by this Agreement. When other holidays listed under Section A of this Article fall on a Tuesday or Thursday, an additional personal day shall be given to each employee covered by this Agreement, which day shall be administered pursuant to Article XIII of this Agreement. This shall not apply to any employee hired after January 1, 1985. Martin Luther King Day shall be excluded from the provisions of this Section.

SECTION D. Upon termination of employment, an employee shall receive termination compensation for only those holidays accumulated prior to the date of termination.

ARTICLE XIII

PERSONAL DAYS

SECTION A. Each employee shall be granted five (5) personal days off with pay, non-cumulative, and in units of full or half days. During the first calendar year of employment, one and one quarter (1-1/4) personal days shall be accrued for each three (3) months of employment. These five (5) days shall be in addition to those granted in Article XII, Section C.

ARTICLE XIV

LONGEVITY PAY

Effective July 1, 1999 all employees hired prior to January 1, 1997 shall be entitled to the additional compensation based upon completed full years of service with the Employer, as of January 1st of each year as follows:

- 4% at the end of the 5th year and start of the 6th year
- 6% at the end of the 9th year and start of the 10th year
- 8% at the end of the 14th year and start of the 15th year
- 10% at the end of the 19th year and start of the 20th year
- 12% at the end of the 24th year and start of the 25th year
- 14% at the end of the 29th year and start of the 30th year

On January 1, 2000 employees hired prior to January 1, 1997 will receive the above longevity starting in their January pay.

Employees hired on or after January 1, 1997 shall be entitled to the additional compensation based upon completed full years of service with the Employer, as of January 1st of each year as follows:

- 2% at the end of the 7th year of service
- 4% at the end of the 11th year of service
- 6% at the end of the 16th year of service
- 8% at the end of the 21st year of service

SECTION B. The additional compensation provided for in this Section shall commence on January 1 of each year and shall be paid as part of the employee's regular wages. Any employee whose employment commences between January 1 and July 1 (for employees hired after 6/1/86) or January 1 and October 1 (for employees hired prior to 6/1/86) shall be credited with a full year of service and previous permanent part-time employment with the Employer shall be accumulated, and the employee shall be given credit for an equivalent amount of full-time employment.

SECTION C. Whenever a full-time employee leaves the Employer's employ for active duty in the military service of the United States or receives a leave of absence with pay, the period of active duty or leave of absence shall be included in computing years of service. Hire dates and credit for years of service for those employees hired prior to June 1, 1986 shall be unaffected by this provision. With regard to unpaid leaves of absence, accrual shall be determined as follows: Unpaid leave may or may not affect the longevity and/or vacation accrual of the employee. The determining factor shall be whether or not said leave takes the employee beyond the benchmark date for accrual as specified in Article XIV, Section B. Should the leave extend beyond such date, accrual should be postponed for one year.

ARTICLE XV

SICK LEAVE

SECTION A. Sick leave shall be paid leave which may be granted to each employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform all the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

SECTION B. During the first year of employment and until January 1 of the succeeding year, sick leave shall serve and be credited to each employee on the basis of one and one-quarter (1¼) days of sick leave for each month of employment. Thereafter, sick leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year at the rate of fifteen (15) days per year.

SECTION C.

1. For all employees hired prior to June 1, 1986, sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service, excluding discharge for just cause, the employee shall be entitled to pay on the basis of one-half (½) day's pay per one (1) full day of sick leave accumulated and not previously used. Employees with twenty (20) or more years of service shall be entitled to pay on the basis of one (1) full day's pay per one (1) full day of sick leave accumulated and not previously used. Upon "Service Retirement", "Ordinary Disability Retirement" or "Accidental Disability Retirement", all of which are defined more specifically by the Public Employees' Retirement System, an employee shall be eligible for pay on the basis of one full day's pay per one full day of sick leave accumulated and not previously used, to be paid by the municipality in not more than five (5) annual installments from the date of retirement.

2. Any employee hired on or after June 1, 1986 shall be entitled to the accumulation of sick leave without limit during the employee's term of service. At the time of separation from service or retirement, excluding discharge for just cause, said employee shall be eligible for pay for unused accumulated sick leave on the basis of ½ days' pay per one (1) full day of sick leave accumulated and not previously used up to a maximum payment not to exceed \$10,000 per employee.

SECTION D. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. The term "immediate family" for the purpose of this paragraph, shall mean and refer only to the employee's spouse, child, parent, or unmarried brother or sister.

SECTION E. A certificate from the Employer's physician or the employee's own physician may be required as proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Department of Health and Welfare shall be required.

SECTION F. If management has any resources available, the employee shall have the right to sell back unused sick days at fifty (50%) percent of the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of management on or about November 1 of each calendar year.

ARTICLE XVI

CLOTHING MAINTENANCE ALLOWANCE

An annual maintenance allotment of four hundred ninety-five dollars (\$495.00) is to be provided for the following uniformed employees:

Fleet Manager
Public Works Foremen
Parks Foremen
Maintenance Specialist
Construction Official

Employees hired on or after January 1, 1997 are not entitled to the clothing allowance until after they complete one calendar year of service with the employer.

Uniforms will be purchased within present prescribed guidelines.

ARTICLE XVII

MANAGEMENT RIGHTS

SECTION A. The management of the Employer's operations and the direction of the working forces are vested exclusively in the Employer. Except as expressly limited by this Agreement, the Employer retains the sole right to determine all matters pertaining to the work force, including but not limited to the right to hire, train, discipline, demote, suspend, discharge, lay off and promote; to determine or change the starting and quitting time and the number of hours to be worked and the work week; promulgate reasonable rules and regulations; to assign job duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, qualifications, classifications and requirements; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management.

It is understood and agreed that any of the rights, power or authority the Employer had prior to the signing of an initial Agreement are retained by the Employer, except those rights which are specifically abridged, granted, or delegated to others or modified by this Agreement.

ARTICLE XVIII

MISCELLANEOUS

SECTION A. The Employer agrees that P.M.A. members will not be disciplined or discharged except for just cause.

Newly hired P.M.A. unit members will have a one (1) year probationary period. Termination of an employee during the probationary period will not be subject to the just cause provision or the grievance/arbitration procedure.

SECTION B. The Employer agrees to give the P.M.A. sixty (60) calendar days notice of a layoff of unit members.

SECTION C. The Employer agrees to reimburse employees prospectively the cost of renewing licenses required for their job title. The licensing fees the Employer agrees to reimburse are attached as Appendix B.

SECTION D. The parties agree that unit members will receive up to ten (10) days compensatory time based on actual extra time worked as approved by their department head. Use of earned compensatory time will be requested by the employee taking into consideration the operating needs of the department. Approval will not be arbitrarily denied. The time must be used in the calendar year earned and will not be paid. The parties further agree that repeated requests for use of compensatory time which was not approved due to operating needs, shall be carried over to the following year, but must be used in that subsequent year.

ARTICLE XIX

SEVERABILITY

SECTION 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 provision of the Agreement affected by such decision.

SECTION 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.

ARTICLE XX

TERMS OF AGREEMENT

SECTION A. The parties agree that they have bargained fully with respect to all legally permissible matters or subjects of collective bargaining that were raised during negotiations, and that they have settled all such matters as set forth in this Agreement. The parties further agree that any former term or condition of employment not expressly incorporated in or expressly covered by this Agreement is no longer a term or condition of employment of employees covered by this Agreement.

SECTION B. Each of the parties to this Agreement hereby waives any right to require the other to bargain concerning any modification or amendment of, or supplement to, this Agreement or concerning any legally permissible subject of collective bargaining that could have been covered by this Agreement but was not, at any time during the term of this Agreement or any extension thereof.

SECTION C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions expressly contained in this Agreement shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless made and executed in writing between the parties to this Agreement.

ARTICLE XXI

DURATION OF AGREEMENT

SECTION A. This Agreement shall be retroactive to January 1, 2005 and shall extend through December 31, 2008.

SECTION B. This Agreement shall continue in full force and effect from year to year, unless one party or the other gives notice, in writing prior to the expiration date of this Agreement of a desire to change or modify this Agreement.

SECTION C. Should agreement not be reached for 2009- by January 1, 2009, all rights, privileges, responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

AGREED:

TOWNSHIP OF EAST BRUNSWICK

William Neary, Mayor

Elizabeth H. Kiss, Municipal Clerk

Date

EAST BRUNSWICK PROFESSIONAL MANAGERS
(Affiliated with Local 153, O.P.E.I.U.)

Steve Williams, President

Negotiating Committee

Business Representative, Local 153
O.P.E.I.U.

Date

APPENDIX A

<u>GRADE</u>	<u>TITLE</u>
91	
92	Housing/Economic Development Specialist Planner Planner/Deputy Zoning Officer Assistant to Assessor Manager, SACC Records Bureau Supervisor Deputy Tax Collector Assistant Recreation Manager/Recreation Supervisor
93	Manager, Maintenance/Buildings Public Works Supervisor Parks Supervisor Fleet Manager
94	Manager, Division of Recreation
95	Manager, Division of Information Services Construction Official

APPENDIX B

PMA MEMBERS WITH LICENSES

<u>Name</u>	<u>License</u>	<u>Cost</u>
Laura Hoover	Deputy Tax Collector	\$ 50.00 (2 years)
Steve Gottlieb	N.J. Certified Landscape Architect	\$300.00 (2 years)
Vic Romatowski	N.J. CDL	\$ 35.00
	N.J. Pesticide	\$ 75.00
Ray Petruska	N.J. CDL	\$ 35.00
Jim Bravo	N.J. CDL	\$ 35.00
Ed Grobelny	NJ Construction Official	\$130.00 (2 years)

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