

1993 - 1996 AGREEMENT

PROFESSIONAL MANAGERS ASSOCIATION

AND THE

TOWNSHIP OF EAST BRUNSWICK

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1993 - 1996 AGREEMENT
PROFESSIONAL MANAGERS ASSOCIATION
AND THE
TOWNSHIP OF EAST BRUNSWICK

THIS AGREEMENT made this _____ day of _____ in the year ____ 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

SECTION A. Upon receipt of a duly signed authorization, the Employer shall deduct membership dues and remit dues deducted as directed on the authorization card.

The Association will provide the necessary check-off authorization forms and secure the signature of its members on said forms, and deliver said forms to the designated Employer officials as provided for in N.J.S.A. 52:14-15.9(e).

SECTION B. The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Association.

SECTION C. No deduction will be made for any month in which there is insufficient pay available to cover same after all 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 Employer, through error or oversight, failed to make the deduction in any monthly period.

SECTION D. Dues deducted from employees' 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.

SECTION E. The Association indemnifies, defends and saves the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon the salary deduction authorization cards submitted by the Association to the Employer or any action taken by the Employer under all sections of this Article.

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. Any dispute involving the meaning, interpretation or application of any provision of this Agreement, shall be a grievance and shall be resolved according to the following procedure which must be followed:

SECTION B.

Level One: Within thirty (30) calendar days after the occurrence of the condition giving rise to the grievance, a grievance may be submitted in writing to the immediate Supervisor by the grievant with or without an Association Committee Representative. Within ten (10) business days thereafter, a written reply shall be given by the Supervisor to the grievant and Association Representative.

Level Two: Within ten (10) business days from receipt of the Supervisor's reply, the Association may submit the unresolved grievance in writing to the Department Head. The Department Head shall respond within ten (10) business days.

Level Three: Within ten (10) business days from receipt of the Department Head's reply, the Association may submit the unresolved grievance in writing to the Business Administrator. The Business Administrator, in his/her discretion, shall either review the grievance as submitted in writing and provide a written decision within ten (10) business days from the date of the submission, or hold a meeting with the Association Representative and the grievant within the ten (10) business days and within ten (10) business days after hearing the grievance, the Business Administrator shall submit a decision in writing.

In grievances where the Supervisor and the Department Head are the same person, Level Two will be omitted and the matter will proceed to Level Three.

SECTION C.

1. Any grievance not presented under the Grievance Procedure described herein by the employee within thirty (30) business days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless such time limit is extended by the parties. No payment shall be retroactive prior to the date of a grievance unless by mutual agreement which must be in writing.

2. Should any appeal from the disposition of a grievance by a representative of the Employer not be taken by the Association within the time limits set forth in Section B of this Article, then the grievance shall be considered settled and any further action under the Grievance Procedure shall be forever barred. Any disposition of a grievance accepted by the Association, or from which no appeal has been taken by the Association, shall be final and conclusive and binding upon the employee, the Employer and the Association.

3. If the Employer does not respond to a grievance within the time periods set forth in the Grievance Procedure and the Association wishes to pursue the grievance, the Association shall advance the grievance to the next step at the expiration of the time period for the Employer to respond to the grievance.

SECTION D. After making arrangements with the Business Administrator or his/her designee, the Association's Representative or any officer of the local Association shall have admission to the Employer's premises during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such Representative, however, shall have the privilege of roaming about the premises. The Representatives shall not, in any way, interfere with the operation of the Employer during working hours.

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

Effective January 1, 1993, all employees shall receive an increase of three and one-half percent (3-1/2%) on the 1992 base salary.

Effective January 1, 1994, all employees shall receive an increase of three and one-half percent (3-1/2%) on the 1993 base salary.

Effective January 1, 1995, all employees shall receive an increase of four and one-quarter percent (4-1/4%) on the 1994 base salary.

Effective January 1, 1996, all employees shall receive an increase of four and one-quarter percent (4-1/4%) on the 1995 base salary.

SECTION B

Effective January 1, 1993, employees entitled to longevity will receive a one time, two percent (2%), adjustment to base salary.

As of the date of this contract, twelve (12) association members are entitled to longevity.

It is understood and agreed that this one-time adjustment is not an increase in longevity entitlements.

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 subaccount 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 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. The following vacation schedule is agreed to and shall be taken in units of full days or half days:

0-1 year of completed service92 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

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 .92 working days of vacation leave for each month of their probationary time, up to a maximum of eleven (11) 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 interment 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 HMO program will continue to be covered by the current benefits of the HMO contracts.

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.

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.

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.

ARTICLE XII

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence 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 four (4) personal days off with pay, non-cumulative, and in units of full or half days. During the first calendar year of employment, one (1) personal day shall be accrued for each three (3) months of employment. These four (4) days shall be in addition to those granted in Article XII, Section C.

ARTICLE XIV

LONGEVITY PAY

SECTION A. All employees 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:

ADDITIONAL COMPENSATION PERCENTAGE OF GROSS SALARY

2% at the end of the 5th year and start of the 6th year
4% at the end of the 9th year and start of the 10th year
6% at the end of the 14th year and start of the 15th year
8% at the end of the 19th year and start of the 20th year
10% at the end of the 24th year and start of the 25th year
12% at the end of the 29th year and start of the 30th year

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 (1/2) 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 1/2 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
Fire Prevention Official

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 workforce, 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 workforce; 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

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 XIX

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 XX

DURATION OF AGREEMENT

SECTION A. This Agreement shall be retroactive to January 1, 1993 and shall extend through December 31, 1996.

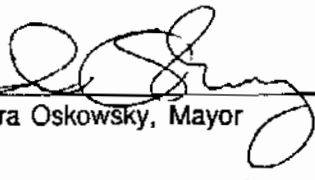
SECTION B. This Agreement shall continue in full force and effect from year to year, unless one party or the other gives notice, in writing prior to the expiration date of this Agreement of a desire to change or modify this Agreement.

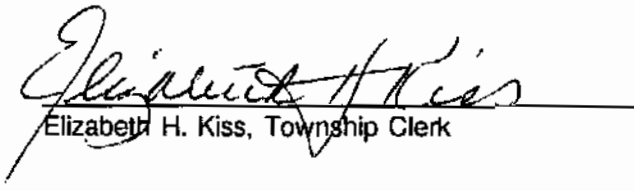
SECTION C. Should agreement not be reached for 1997 by January 1, 1997, all rights, privileges, responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

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

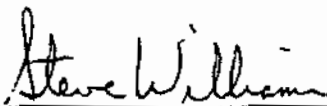

Ira Oskowsky, Mayor


Elizabeth H. Kiss, Township Clerk

4/14/94
Date


EAST BRUNSWICK PROFESSIONAL MANAGERS

(Affiliated with Local 153, O.P.E.I.U.)


Steve Williams, President


Karen Bourque, Vice-President


Victor Romatowski,
Negotiating Committee


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

Date

APPENDIX A

<u>GRADE</u>	<u>TITLE</u>
91	Maintenance Specialist
91	Supervising Health Inspector
91	Welfare Director
92	Housing Specialist
92	Planner
92	Fire Official
92	Township Surveyor
92	Assistant to Assessor
93	Public Works Foreman
93	Fleet Manager
93	Parks Foreman
93	Zoning & Code Enforcement Officer
94	Manager, Division of Recreation
94	Deputy Construction Official
95	Manager, Division of Information Service
95	Collector of Revenue

APPENDIX B

MEMORANDUM

September 13, 1989

To: Executive Staff and Managers
From: Jack Coughlin, Administrator
Re: Comp Time

Effective January 1, 1990, comp time will be handled differently.

Before discussing how we will handle it, I want to first give you the rationale for "comp" as I understand it.

- o I expect management employees to regularly work more than 35 hours a week. Therefore, "comp" time will not be allowed by me on a one for one basis. Management personnel should be sufficiently motivated and compensated (compensation could be part of the motivation) to regularly work in excess of 35 hours a week. A 40-hour week should be the norm.
- o Some management personnel, because of the time demands of their job, find that they do not have time to accomplish some personal things which they must take care of. Examples of this would be attending a number of night meetings in a week which would make it difficult or impossible to handle some of the routine household chores like laundry, shopping, mowing the lawn, fixing the plumbing, etc.
- o Because of time demands over weekends, social time with guests or family is restricted and appropriate time is needed. A long lunch, a morning off with the family or guests, or an early afternoon departure would be understandable.
- o Some events are scheduled on Holidays and weekends. Work week schedule adjustments for equity are reasonable.
- o General enrichment time, which I believe is important to the quality of your personal and work life, must be set aside and is frequently infringed on by evening and weekend demands.

It is my intention, after the first of the year, to administer comp time in accordance with the published policy in the Procedures Manual, which allows the Administrator to grant up to 10 days. It will no longer be automatic that all management employees receive this time.

Comp time will be granted by me on the basis of the amount of personal time used in furtherance of Township business and in response to Township demands and which infringe on the personal items that I had mentioned above. In granting comp time, I will certainly take into account the amount of extra time which is put in over and above the regular work week. However, it should be clearly understood from the beginning that in no way will comp time be accounted for and used on a one for one basis.

Furthermore, comp time will not be in lieu of vacation. For example, I do not envision approving someone taking a week off as comp time, even though they may have "earned" over 40 hours by attending night meetings and working in excess of 40 hours a week.

The types of comp time usage which I find acceptable are:

- A. Taking a Monday morning or day off because you have had to work all weekend on getting a budget ready, opening of the beach, water main break, or a big rush construction project, etc.
- B. Taking a couple of days off after a particularly hectic stretch that included no days off for a week or so (a week or so meaning 10 to 15 days straight.) Snow plowing or the leaf pickup push might be examples of this.
- C. Taking some longer lunch time or coming in late or leaving early some days to take care of personal items, e.g. stop at the cleaners, do the laundry, exercise, haircuts, etc.

I do not want to try to write all of the possible items I believe are justified but I am trying to list some to give you an idea of how I will be making my judgements.

I want to reiterate again the key items in this whole issue:

1. Management employees will be expected to work in excess of 35 hours a week.
2. The amount of time a management employee has to work will be looked at by me to determine an appropriate amount in comp time to take. The schedule of the individual managers work (nights and weekends) will be used to determine an appropriate method of using the time.
3. I plan on administering comp time in the most equitable way that I can based on the burdens imposed on the individuals. However, comp time will not be considered as salary for individuals who do not work the extra hours but may not be fairly paid. Inadequacies in salary for individuals who might be affected by this new implementation of policy should be addressed during salary review for 1990.
4. Comp time will be used in accordance with A, B, & C above. Exceptions will be considered on an individual basis.
5. Prior to 1/1/90, reporting and approval procedures will be established.
6. Any inequities resulting from this transition should be brought to my attention and will be addressed on a case by case basis.

JC/kh

MEMORANDUM

December 14, 1989

TO: Management Staff*

FROM: Jack Coughlin, Administrator

RE: COMP TIME

To establish the procedures for implementing the comp time policy which was distributed to you a few months ago, the following will apply:

1. The department head will review the time records which you kept for 1989 and forward a recommendation to the Administrator as to the amount of comp time which should be allowed in 1990 based on the 1989 records. The Administrator will review, endorse or modify and inform you and the department head of the amount allowed for 1990 based on these records.

This review will include mid-year entry of people who began working for us mid-year 1989, as well as those who worked the full year.

2. This comp time shall be noted on time sheets and used during 1990 in full and half day increments. The amount of time credited in #1 shall be recorded on payroll records and comp time used during 1990 shall be first credited against that time until the time is used up.
3. Because there will be no carryover of time, any comp time which, after discussion with the Administrator, might be appropriately granted in 1990 for 1990 work effort may also be taken in 1990.

It is important to emphasize again that the comp time concept for management employees is not a 1 for 1 issue, but recognition of work effort consistently beyond the normal work hours which impose hardships on individuals, families, and social relationships because of the lack of time as a result of that work effort. In the future, your time sheets will not show a bank of comp time.

1990 comp time, after the 1989 credit is exhausted, may be taken "currently". That means that once the time credited for 89 is used up, we will remain on a "current basis". Time used from that point on shall be simply reflected on your timesheets and specifically initialed by the department heads.

In no event shall the total amount of comp time taken in 1990 exceed 10 days as authorized by current procedures.

4. Individual departments will establish procedures for scheduling time off in lieu of a holiday that is worked (rescheduling the holiday for management staff). This would apply especially for Parks & Recreation where a Memorial Day parade or July 4th event uses holiday time.

JC/gl

*Distribution:

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