



MANCHESTER TOWNSHIP

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November 20, 2020

Mary Short
OPEIU – Local 32 - President
Business Representative
3350 Highway 138
Building 2, Suite 125
Wall, NJ 07719

Re: MOA with OPEIU

Dear Mrs. Short,

Enclosed you will find a fully executed copy of the MOA with OPEIU, which has been signed by Mayor Kenneth T. Palmer and Township Clerk Sabina T. Martin, along with a copy of Resolution #20-428.

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

Teri Giercyk CMR, RMC, CMC
Deputy Municipal Clerk
Manchester Township

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF MANCHESTER AND OPEIU LOCAL 32

WHEREAS, the Office and Professional Employees International Union, Local 32 (“Local 32”), represents the bargaining units for employees of Township of Manchester (“the Township”), and

WHEREAS, Local 32 White Collar and Supervisors Union and the Township are parties to a collective negotiations agreement covering the period between January 1, 2019 and December 31, 2022 and;

WHEREAS, Local 32 Blue Collar Union and the Township are parties to a collective negotiations agreement covering the period between January 1, 2018 and December 31, 2021.

WHEREAS, due to the passing of the new Earned Sick Leave Law in late 2018, the Township needed to incorporate the current collective bargaining wording on personal time off for part-time employees and the new earned sick leave rules into one workable section for both the Township and the union, and


WHEREAS, the Township and Local 32 have met for the purpose of negotiating such amendment to the contract, and have reached agreement on the terms thereof, and now wish to reduce those terms to writing,

BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows;

1. That the Mayor is authorized to execute and the Clerk to attest to a Memorandum of Agreement between the Township of Manchester and OPEIU Local 32.
2. That the Township Clerk shall forward a certified copy of this resolution to the following:
 - A. Business Administrator;
 - B. Chief Financial Officer;
 - C. Personnel;
 - D. OPEIU Local 32.

CERTIFICATION

I, Teri Giercyk, Deputy Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Council of said Township at its meeting held on the **9th day of November 2020**.



Teri Giercyk, RMC
Deputy Municipal Clerk

**MEMORANDUM OF AGREEMENT
AMENDING EXISTING CONTRACT**

This agreement is reached between the Township of Manchester ("Township") and OPEIU, Local 32, Blue, White and Supervisors Union ("Union), (collectively "parties"), for the purpose of amending the provisions of the present contract solely to the extent and regarding the limited items addressed within it in connection with personal time off for part-time employees of Manchester.

The parties agree to the following

1. (Amend) ARTICLE 15 – PERSONAL DAYS

Regularly-appointed full-time employees shall be entitled to four (4) days personal time per year, non-accumulative, in addition to the holidays authorized under Holidays. All employee requests for personal time shall be made to the employee's Department Head for approval. The employer retains the option that in the event the personal day requested disrupts the operation of the department, and is not an emergency condition, may be refused.

The definition of personal time for full time employees will be as follows:

Personal time is a privilege granted by the municipality for use by the employee for unexpected and/or emergency conditions.

A Full-time employee must have one (1) year of continuous employment before becoming eligible for the full complement of personal time. If the first anniversary date of employment falls previous to the end of the calendar year, the personal days will be calculated on a pro-rated basis. At the beginning of the next calendar year, the full amount of personal time will go into effect.

~~Part-time employees will receive four (4) personal days each year of the contract after their first full year of employment.~~

~~**Before their first full year of employment, but after they successfully complete their probationary period, part time employees shall receive two (2) personal days if they are hired before July 1st and only one (1) if hired after July 1st. These two (2) days are only granted for the first partial year of employment and are not added to the four (4) personal days granted thereafter. Part-time employees may use their personal days for sick time, vacation time or any other customary reason for time off.~~

Part-time Employees: Effective January 1, 2020 Part-time employees shall receive five and one-half (5.5) Paid Time Off (PTO) days each year of the contract after the completion of the contractual probationary period. Once the probationary period is completed, the employee will receive a pro-rated amount of PTO days not to exceed

five and one-half (5.5) days. Part-time employees may use their PTO for sick time, vacation time or any other customary reason for time off, with advanced approval absent an exigent circumstance.

Personal leave shall be utilized as a minimum of ½ hour increments for both full time and part time employees.

This agreement shall be deemed to be concurrent in duration with the current collective bargaining agreement, and shall continue in operation and effect as a term and condition of employment until such time as modified or terminated by mutual agreement of the parties or operation of law. The increase in salary shall begin upon execution of this agreement by both parties.

All other terms and conditions of the present collective negotiations agreement not specifically mentioned or referenced herein shall remain unchanged and all other proposals made by either party are withdrawn.

The parties acknowledge and agree that this Agreement shall not be used to establish a precedent. Nothing requires the parties to amend the collective negotiations agreement mid-term in the future.

IN WITNESS THEREOF, the parties have by their duly authorized representatives set their hands and seals this **9th day of November, 2020**.

ATTEST:

Township of Manchester

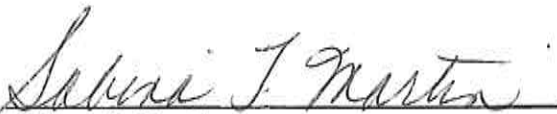
Office and Professional
Employees International Union, Local 32



Kenneth T. Palmer Mayor

Mary Short- Business Representative

ATTEST:



Sabina T. Martin
Township Clerk