

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A REVISED AGREEMENT BETWEEN THE TOWNSHIP OF MANCHESTER AND OPEIU LOCAL 32, AFL-CIO - WHITE COLLAR EMPLOYEES

WHEREAS, the Township and Office and Professional Employees International Union, Local 32, White Collar Employees (collectively "the Parties") are parties to a collective negotiations agreement ("Agreement") effective January 1, 2023 through December 31, 2026; and

WHEREAS, the Parties agree upon the following revisions to the Agreement as follows:

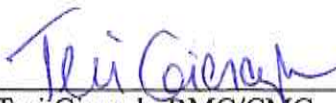
- a. Revise Article XV, Personal Leave, to permit use in quarter ¼ hour increments;
- b. Revise Article XXX, Section B, Public Safety Telecommunicator Salary, add to the end of that section: Effective May 11, 2024, Public Safety Telecommunicators assigned to work 11:00 pm to 7:00 am shall receive a night shift differential of \$1.50 per hour added to their base rate of pay.

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 or his designee be and is hereby authorized to execute and the Clerk to attest to an Agreement between the Township of Manchester and OPEIU Local 32, AFL-CIO White Collar Employees for the calendar years 2023-2026 which includes the above revisions.
2. That an executed copy of the Agreement shall be kept on file by the Township Clerk.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Mayor;
 - B. Administrator;
 - C. OPEIU Local 32

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of resolution adopted by the Township Council at a meeting on the 13th day of May 2024.



Teri Giercyk, RMC/CMC
Municipal Clerk

AGREEMENT

between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 32, AFL-CIO**

**REPRESENTING
WHITE COLLAR EMPLOYEES**

and

TOWNSHIP OF MANCHESTER

JANUARY 1, 2023 - DECEMBER 31, 2026

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PREAMBLE

This Agreement entered into this ^{13th} day of ^{May} 2024, by and between the Township of Manchester, a public Corporation of the County of Ocean, New Jersey, hereinafter called the Township and the Office and Professional Employees International Union, Local 32, AFL-CIO, hereinafter called the Union or the OPEIU as follows:

Whereas both parties of this Collective Agreement recognize that employment in the Township Government shall be based on merit and fitness, free of personal and political considerations and whereas it shall be the declared policy that no discrimination in any aspect of employment will be made because of race, color, creed, national origin, political or religious opinions or affiliations, ancestry, age, marital status, sex, gender expression or identity, affectional or sexual orientation, and any other legally protected category of any individual or because of the liability for service in the Armed Forces of the United States, or because of a physical handicap, provided it does not interfere with the individual's ability to perform the work required; and whereas it shall be recognized that just and equitable incentives and conditions shall be established and maintained in order to promote efficiency and economy in the operation of the government; and positions with similar duties and responsibilities shall be classified and compensated on a uniform basis.

Therefore, every effort shall be made to stimulate high morale by fair administration of the policy and collective agreement and by consideration of the rights and interests of employees, consistent with the best interests of the public and the Township of Manchester.

ARTICLE 1 - RECOGNITION

- A. The Township of Manchester hereby recognizes the Office and Professional Employees International Union, Local 32, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of collective negotiations concerning terms and conditions of employment for all regularly employed, full or part time, certified or non-certified, personnel designated as members of the bargaining unit as listed within Attachment A to this Agreement.
- B. Unless otherwise indicated, the term Bargaining Unit Member when used hereinafter shall refer to all unit designees as listed above. All references to male shall include female designations.

ARTICLE 2 - NEGOTIATION PROCEDURES

- A. The parties agree to enter into Collective Negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-2 et seq; as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.

Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The number of bargaining unit members on the negotiating committee will be limited to three (3).

- B. This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the Unit.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may have been, subject to Collective Negotiations.

- C. The Township shall not negotiate with any employees as defined in Article 1.
- D. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. The Union shall provide copies of the executed Agreement to every employee and all new hired employees during the term of this Agreement. The printing and distribution should be accomplished within thirty (30) days of the signing of this Agreement.
- G. It shall be expressly understood that the terms and conditions of employment between the parties upon expiration of this Agreement shall be subject to renegotiation by the parties until such time as a new Collective Agreement is secured.

ARTICLE 3 - EMPLOYMENT PROCEDURES

The parties agree the enclosed definition shall be incorporated into this Collective Agreement and utilized throughout.

- A. **Full Time Personnel** - Those employees who regularly perform assigned recurring duties each week, even if the total number of hours worked in the week are less than forty (40) hours, but not less than thirty-two and a half (32.5) hours.
- B. **Part Time** - An employee that works less than twenty-one (21) hours per week, but receives no benefits. Dispatchers will be allowed to work less than twenty-five (25) hours per week.
- C. **Probation** - An employee in the process of a probationary period of 180 days. PSTs may be released from probation earlier than 180 days, but not less than ninety (90) days if deemed appropriate by the Chief of Police. During the probationary period, the Township may exercise its discretion to terminate or demote the employee without cause.

**All new employees shall not receive benefits during their first one hundred and eighty (180) days of employment with the exception of medical benefits after sixty (60) days. Dental benefits shall be received after ninety (90) days. Provided the employee completes the probationary period, the probationary period will count toward accrual, but not use, of paid time off. Accrued paid time off shall become available upon successful completion of the probationary period.

- D. **Regularly Appointed** - An employee appointed to a Township position, who has successfully completed a requisite probationary period and receives full benefits and rights on a pro-rata basis for the first year of employment.
- E. **Temporary** - An employee hired for a position of specified limited duration of one hundred eighty (180) days with no benefits and no paid holidays.
- F. **Per Diem** - An employee retained for a daily working activity with no benefits.

It shall be understood that the Township shall incorporate within its Policy Manual the specified rules and regulations governing employment procedures and positions.

ARTICLE 4 - VACANCIES AND POSTINGS

- A. It shall be understood that the Township through its Personnel Office shall post all vacancies or new positions affecting positions and titles covered by the Union. Posting shall allow in-house personnel to apply for said positions.
- B. All postings shall be for a minimum of seven (7) days listing the position and salary range. This posting shall allow in-house personnel to notify the Personnel Officer of their intent to apply for this position and secure the necessary application.
- C. The overall requirements and criteria for any new or existing position created by the Township shall be set by the Mayor or Business Administrator and posted by the Personnel Supervisor on Union Bulletin Boards.
- D. In the event any posted position is not filled by an in-house promotion or current employee, then the Township may seek applications from qualified persons outside the Township's employment.

ARTICLE 5 - MANAGERIAL RIGHTS

- A. The Township retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it including, but not limited to:
 - 1. The executive management and administrative control of the Township Government and its properties and facilities and the activities;
 - 2. To hire all employees, promote, transfer, assign, and determine their qualifications, duties and, subject to the provisions of the contract and applicable laws, schedule, layoff and recall, and set the conditions of continued employment; and
 - 3. To suspend, discharge and or take other disciplinary actions for good and just cause according to law and administrative code guidelines of the municipality. Township may terminate or demote a probationary employee without cause.
 - 4. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service and the assignment of work.
 - 5. All discretionary or permissive language contained within federal and/or state leave laws, including but not limited to the Family Medical Leave Act

("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the New Jersey Security and Financial Empowerment Act ("NJ SAFE Act") (P.L. 2013, c.82) and regulations promulgated pursuant to those statutes or comparable leave laws (collectively "leave law(s)") shall be a management prerogative. Any leave or absence, whether paid or unpaid, that is also covered under any of leave law(s) as well as a leave or absence under any leave law(s) shall run at the same time.

6. The Township's authority and right to act in a matter is only limited by and to the extent of the express language contained within this Agreement.
7. Employer reserves the right to require, at its expense, a fitness for duty or functional capacity exam of an employee returning from a medical leave of absence related to the employee's own health condition including but not limited to an FMLA leave.

- B. No Strike Clause.** The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of an employee from his duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the Township. The Union agrees that such action would constitute a material breach of this section of the Agreement and Township reserves the right to immediately replace those employees who have breached this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenant and agreed that participation in any such activity by any employee shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief, as it may be entitled to have in law or in equity.

ARTICLE 6 - EMPLOYEE RIGHTS

- A. No employee shall be disciplined, discharged, reprimanded, reduced in classification or rank without just cause. Any action asserted by any agent of the Township or the Township itself which is covered by an express term of this Agreement shall be subject to the grievance procedure. The question of

just cause will specifically be subject to the Grievance Procedure of this Agreement. Discharges and discipline will be subject to progressive discipline. Notwithstanding the above, the grievance and arbitration provisions do not apply should the Township exercise its discretion to implement layoffs or reductions in rank for economy, efficiency, or other related reason; or exercise its discretion to terminate or demote a probationary employee without cause.

Nothing in this Article, however, shall preclude the Township from immediately suspending an employee without pay who is unfit for duty, poses a health or safety hazard to himself or others, whose immediate suspension is necessary to maintain safety, health, order or effective direction of public services, who is in violation of State residency requirements (P.L. 2011, c. 70) or who is formally charged with a crime.

- B. No employee will be disciplined or called to a meeting that would result in discipline without a Union representative present, if the Union member so chooses. A Union member will be advised of their right to have a Union member present.
- C. Disciplinary action, with the exception of verbal warning, will be presented in writing with a copy made available to the employee.
- D. The Township will notify the Union in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) of the employee being discharged or suspended.
- E. No hearing will take place without the Union being first notified and the employee must be given sufficient time, no less than five (5) days excluding weekends and holidays, to receive counsel except under circumstances warranting immediate suspension or discharge in which case the matter will proceed immediately for purposes of initial action such as incidents listed within the second paragraph of Paragraph A within this Article.
- F. Hearings will be conducted as follows:

An informal hearing will be conducted by the Department Head, Business Administrator or his/her designee with the employee and a Union representative present.
- G. Any disciplinary action of an employee by his supervisor or agent of the Township shall be subject to the grievance procedure contained herein.

- H. A transfer for a disciplinary reason shall be subject to the grievance procedure.
- I. Each employee of the Township shall have the right to organize, join and support the OPEIU for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

ARTICLE 7 - OPEIU RIGHTS

- A. Whenever any representative of the OPEIU or a member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- B. In order to provide for the orderly handling of a grievance and other union matters, the Shop Stewards or his/her designee shall be released from his/her Township duties for reasonable periods of time for the purpose of handling grievances, attending labor seminars, meeting with the labor attorney and other union matters. Aforementioned, Union activity shall be with the prior approval of the Department Head or his/her designee.
- C. The OPEIU and the Township agree that the selection of the Union team for meetings in conformance with Subsection (A) above shall not exceed four (4) members unless authorized by the Township Administrator. It shall be also understood that meetings with the Township during working hours shall be conducted in that no interference with the Township operations or inefficiency is produced.
- D. It shall be understood between the parties that the OPEIU shall not conduct any union activity during working hours unless mutually scheduled between the Township and the OPEIU.
- E. The OPEIU shall have the right to use Township buildings for union activities when said buildings are not in use. Authorization for such use shall be secured from the Township Administrator prior to said use.
- F. The Township agrees not to enter into any agreement or contract with any employee(s), as defined in Article 2, covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- G. The Township shall provide the OPEIU Business Agent with copies of any disciplinary notices of bargaining unit members and concerning any layoff actions.

H. The Township shall provide adequate notice of any layoff actions. See Article 32 – Layoff And Recall.

ARTICLE 8 - WORK HOURS

A. **Hours of Employment:** The standard work week shall be as follows:

1. **40 hour employees:**

Animal Control Officer: 40 hour work week with a paid lunch period of one-half (1/2) hour.

Safety Coordinator/RTK Officer: 40 hour work week with a paid lunch period of one-half (1/2) hour.

Public Safety Telecommunicators: 24 hours, 7 days including a paid lunch period of one-half (½) hour. If adequate manpower exists dispatchers may leave the building during their lunch period. Public Safety Telecommunicators shall work a total of eighty (80) hours in a pay period or as directed by the Chief of Police. The Chief has the authority to change the work schedule, provided a ten (10) day notice is given. The Township has retains the authority to change the hours constituting a shift.

Utilities Electrician: 40 hour work week with unpaid lunch period of one-half (1/2) hour

2. **35 hour employees:**

Public Works Garage: 8:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch.

The standard work week for all employees not included in Section A.1 of Article 8 hired shall consist of 35 hours.

35 hour employees may select from one of the following:

- a. Working 8:00 a.m. to 4:00 p.m. with a one hour (1) unpaid lunch.
- b. Working 8:30 a.m. to 4:00 p.m. with a one-half (½) hour unpaid lunch.

3. **32.5 hour employees:**

Subsequent to March 18, 2024, employees working thirty-two and a half (32.5) hours per week will commence working a thirty-five (35) hour work week and commensurate with the new hours shall receive an adjustment in base pay at their hourly rate to compensate for the additional two and one-half (2.5 hours) of work per week.

4. **Department of Public Works Division of Utilities Office/Clerical:**

A thirty-five hour work week shall be set by the Township for office/clerical employees within the Division of Utilities within the hours of 7:00 a.m. to 3:30 pm with one-half ($\frac{1}{2}$) hour unpaid lunch.

5. **Summer Hours Public Works Garage:** Commencing the day of Memorial Day until the day after Labor Day, summer hours of 7:00 a.m. to 2:30 p.m. will be in effect. Implementation and any continuation of the foregoing will be at the Employer's discretion. This provision shall not affect the Division of Utilities or Buildings & Grounds.

B. **Voluntary change in work hours:**

Employees may volunteer to work flex hours in their own department, if the Township posts a flex time schedule extending the hours in those departments. If there are no volunteers, the schedule will not be implemented. If the employee chooses to work the flex schedule, there will not be a loss of the availability of compensatory time or overtime; the employee's normal work day shall not exceed their contractual day, unless the employee chooses to do so and earn the extra time; and the selection of the flex hours will be done on a seniority basis. The Township will provide ample notice to the departments, and the Union, if these hours are to be offered.

ARTICLE 9 – OVERTIME & CALL IN/OUT

- A. All overtime must be approved by the Business Administrator or designee.
- B. Subject to ¶ D below, overtime may either be compensated monetarily at time and one half (1 1/2) or be extended as compensatory time in lieu of services rendered at the same rate.
- C. To receive overtime pay at one and one half (1 1/2) times an employee must exceed his forty (40) hours. All times in excess of his work week will be

straight time up to forty (40) hours and one and one half (1 1/2) times for any time thereafter.

- D. Compensatory time may be earned and elected by the employee pursuant to this Agreement up to a maximum of 40 hours within a calendar year meaning it does not regenerate during the calendar year – it can only accrue up to the capped amount once during the calendar year. Except as provided below, unused comp time will be paid at the end of the calendar year. There shall be no carry-over of comp time from one calendar year to the next. Approval for the use of comp time is within the sole discretion of management and denial can include but is not limited to the use will result in overtime. Comp time accrued as of January 1, 2023, that remains unused as of the effective date of this Agreement will be maintained in a separate bank and continue to be carried over without increase or rejuvenation until exhausted or November 1, 2026, at which point any remaining balance will be paid out in its entirety to the employee.
- E. If an employee is requested to work more than eight (8) hours in any given day, after the first four (4) hours in excess thereof, the employee shall be entitled to a meal allowance of fifteen dollars (\$15.00).
- F. All employees covered under this contract who are required to work while the Township building is closed to due inclement weather or emergency shall receive one administrative hour for each hour the employees work while the Township is closed not to exceed seven (7) hours per day.
- G. For the purposes of computation of overtime, all longevity earned will be applied.
- H. Seniority Basis - All available overtime shall be issued to members of the Union on a seniority basis utilizing a rotating list of members who desire to work overtime.

An employee's position on the list shall be based on seniority of the individual and all overtime shall be distributed and rotated accordingly.

Any member who signs up for overtime and refuses the overtime when his/her name is picked from the rotating list, shall be dropped to the bottom of the list.

All overtime lists shall be posted monthly and rotated equitably for each member of the respective department.

I. **CALL IN/OUT:**

Effective upon ratification the following terms shall serve as the formula for calculating call out for the unit:

Email/Fax Machine: Court

2 hour minimum - 12 pm to 6 am @ time and ½ hourly rate;
1 hour minimum - 6 am to 12 pm @ time and ½ hourly rate.

Personal appearance (when required):

3 hour minimum @ time and ½ hourly rate;

If not faxed nor personal appearances required there is no compensation.

- J. **RECREATION DEPARTMENT:** Commencing Memorial Day and ending on Labor Day, the recreation department employee assigned to be on-call will receive a \$100 stipend for each week assigned to that duty.

ARTICLE 10 - PAY PERIODS AND DEDUCTIONS

- A. The Township currently pays bargaining unit members every other Friday. If a holiday falls on a pay day, pay checks will be distributed on the last working day before the holiday. The parties agree to re-open the contract to address changes in pay check distribution upon thirty (30) days' notice. Annual salary shall be adjusted to reflect the actual number of pay periods within a given year.

ARTICLE 11 - HEALTH INSURANCE

A. The Township shall provide to the employee and their families health insurance coverage. Present employees may switch voluntarily to Omina during the next open enrollment and so long as the employee continues with Omnia the employee's contribution rate will be reduced to Tier III of Chapter 78. For employees hired on or after March 1, 2024, Omina shall be the base plan and if the employee selects any other plan, the employee will be responsible for any additional costs and contributions. Effective January 1, 2016, health insurance coverage shall be provided to the employees and their families through the State Health Benefits Program. Employees shall contribute towards the premium costs of their medical, prescription and dental benefits subject to the premium sharing schedules and provisions described below.

1. The amount of premium contribution to be paid by employees for cost of benefits coverage ("premium contribution") for the employee and any dependent shall be either 1.5% of their base salary or according to the applicable contribution percentage rate detailed below, whichever contribution amount is greater:

- a. For family coverage or its equivalent, an employee who earns:

less than \$25,000 shall pay 3% of the cost of coverage;
\$25,000 or more but less than \$30,000 shall pay 4% of the cost of coverage;
\$30,000 or more but less than \$35,000 shall pay 5% of the cost of coverage;
\$35,000 or more but less than \$40,000 shall pay 6% of the cost of coverage;
\$40,000 or more but less than \$45,000 shall pay 7% of the cost of coverage;
\$45,000 or more but less than \$50,000 shall pay 9% of the cost of coverage;
\$50,000 or more but less than \$55,000 shall pay 12% of the cost of coverage;
\$55,000 or more but less than \$60,000 shall pay 14% of the cost of coverage;
\$60,000 or more but less than \$65,000 shall pay 17% of the cost of coverage;
\$65,000 or more but less than \$70,000 shall pay 19% of the cost of coverage;
\$70,000 or more but less than \$75,000 shall pay 22% of the cost of coverage;
\$75,000 or more but less than \$80,000 shall pay 23% of the cost of coverage;
\$80,000 or more but less than \$85,000 shall pay 24% of the cost of coverage;
\$85,000 or more but less than \$90,000 shall pay 26% of the cost of coverage;
\$90,000 or more but less than \$95,000 shall pay 28% of the cost of coverage;
\$95,000 or more or but less than \$100,000 shall pay 29% of the cost of coverage;
\$100,000 or more or but less than \$110,000 shall pay 32% of the cost of coverage;
\$110,000 or more shall pay 35% of the cost of coverage.

- b. For individual coverage or its equivalent, an employee who earns:

less than \$20,000 shall pay 4.5% of the cost of coverage;
\$20,000 or more but less than \$25,000 shall pay 5.5% of the cost of coverage;
\$25,000 or more but less than \$30,000 shall pay 7.5% of the cost of coverage;
\$30,000 or more but less than \$35,000 shall pay 10% of the cost of coverage;
\$35,000 or more but less than \$40,000 shall pay 11% of the cost of coverage;
\$40,000 or more but less than \$45,000 shall pay 12% of the cost of coverage;
\$45,000 or more but less than \$50,000 shall pay 14% of the cost of coverage;
\$50,000 or more but less than \$55,000 shall pay 20% of the cost of coverage;
\$55,000 or more but less than \$60,000 shall pay 23% of the cost of coverage;
\$60,000 or more but less than \$65,000 shall pay 27% of the cost of coverage;
\$65,000 or more but less than \$70,000 shall pay 29% of the cost of coverage;
\$70,000 or more but less than \$75,000 shall pay 32% of the cost of coverage;
\$75,000 or more but less than \$80,000 shall pay 33% of the cost of coverage;

\$80,000 or more but less than \$95,000 shall pay 34% of the cost of coverage;
\$95,000 or more shall pay 35% of the cost of coverage;

c. For a member with child or spouse coverage or its equivalent, an employee who earns:

less than \$25,000 shall pay 3.5 % of the cost of coverage;
\$25,000 or more but less than \$30,000 shall pay 4.5% of the cost of coverage;
\$30,000 or more but less than \$35,000 shall pay 6% of the cost of coverage;
\$35,000 or more but less than \$40,000 shall pay 7% of the cost of coverage;
\$40,000 or more but less than \$45,000 shall pay 8% of the cost of coverage;
\$45,000 or more but less than \$50,000 shall pay 10% of the cost of coverage;
\$50,000 or more but less than \$55,000 shall pay 15% of the cost of coverage;
\$55,000 or more but less than \$60,000 shall pay 17% of the cost of coverage;
\$60,000 or more but less than \$65,000 shall pay 21% of the cost of coverage;
\$65,000 or more but less than \$70,000 shall pay 23% of the cost of coverage;
\$70,000 or more but less than \$75,000 shall pay 26% of the cost of coverage;
\$75,000 or more but less than \$80,000 shall pay 27% of the cost of coverage;
\$80,000 or more but less than \$85,000 shall pay 28% of the cost of coverage;
\$85,000 or more but less than \$100,000 shall pay 30% of the cost of coverage;
\$100,000 or more shall pay 35% of the cost of coverage.

2. Base salary shall be used to determine what an employee earns for the purposes of this Article and shall mean pensionable salary. "Cost of benefits coverage" means the premium or periodic charges for benefits.
3. Employee premium contributions shall be made by way of withholding of that contribution from the employee's pay, salary, or other compensation.
4. In the event an employee selects a plan subject to an excise tax (i.e., "Cadillac Tax"), other tax, penalty or charge, the employee shall also pay the cost of that tax through payroll deductions in the same manner used for employee premium contributions.
5. Medical contributions are deducted from gross wages over twenty-four (24) pays.
6. Full time employees are entitled to enrollment of benefits after sixty (60) days of employment. Temporary and part time employees are not eligible for health benefits.

7. For employees who select a SHBP health/prescription insurance plan that provides for prescription drug purchases to be subject to co-insurance as opposed to a per-purchase co-pay system, (e.g., Direct 15), the Township shall reimburse all co-insurance costs paid by the employee for prescription drugs purchased for the employee only (but not for family members) in excess of \$5 per prescription drug purchase. Such purchase copy of current authorized provider claims history. All 4th quarter reimbursement claims must be submitted to Personnel for calendar year no later than March 31st of the following year. Reimbursement shall end in any year once the employee reaches the applicable individual annual co-insurance maximum under the employee's chosen plan.
- B. Booklets describing the benefits under this Article will be provided to the local bargaining unit following the execution of the new contract, when full information becomes available. Plan documents and plan summaries for medical and prescription coverage are available on the New Jersey Division of Pension and Benefits website.
- C. The Township shall maintain at no cost to the employee a ten thousand (\$10,000) dollar life insurance policy on each full-time employee.
- D. The employer agrees after one (1) year of employment to reimburse the employee toward the purchase of eyeglasses and examination by recognized optometrist of the employee's selection, up to a maximum of \$300.00.
- E. Replacement of eyeglasses damaged in the line of duty will be the responsibility of the employer after a written report is reviewed by the Township Business Administrator.
- F. The coverage for orthodontics shall be \$1,500.00.

G. Retiree Eligibility

All eligible employees with twenty-five (25) or more years of service with the Township whose effective retirement date is after January 1, 1984 , or an eligible employee awarded an accidental disability pension through a state administered retirement system, shall be entitled to the following:

Medical Benefits

Effective 1/1/2009 commencing at age fifty-five (55) and until age 65 or upon Medicare eligibility, eligible employees shall continue to receive medical insurance and prescription benefits provided by the Township. The Township does not provide dental to retirees. The Township will not provide any

benefits whatsoever upon the employee reaching age 65 or upon Medicare eligibility.

Retired employees shall be required to contribute to the premium or periodic cost of that retiree's medical and prescription coverage through the withholding of the required contribution from their monthly retirement allowance in an amount determined by applying the amount of their annual retirement allowance and any future cost of living adjustment thereto to the dollar ranges and contribution percentages contained above within this Article as applied to active employees. The Township will not pay for any portion of Medicare nor will the Township provide any reimbursement for Medicare.

Retirees may access plan documents and plan summaries for New Jersey State Health Benefits Program medical and prescription coverage on the New Jersey Division of Pension and Benefits website.

Each retiree shall be responsible to notify the Township when he/she becomes age fifty-five (55) and again when he/she becomes age sixty-five (65) for inclusion in the subject coverage.

ARTICLE 12 - VACATIONS

- A. Each regularly appointed full-time employee of the Township of Manchester who has had length of continuous employment specified in the table shown as a vacation with pay at his/her regular rate of pay.

An employee earns vacation time on a pro-rated basis throughout the year. Should an employee leave the Township any unearned vacation time used will result in reimbursement to the Township by the employee. The Township may obtain reimbursement by way of deduction from the final pay or any other sum due to the employee.

During the probationary period a probationary employee will accrue vacation time on a pro-rata basis but will not be eligible to use it until the employee successfully completes the probationary period.

<u>Years of Service</u>	<u>Number of Days</u>
First year but less than four (4) years	14 days
Four (4) years but less than seven (7) years	17 days

Seven (7) years but less than eleven (11) years 23 days

Eleven (11) years or more 28 days

Vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the anniversary date. Vacation shall be taken within the year earned.

In order not to hamper proper and efficient department operations, the scheduling of vacations must be left to the employer, but the following conditions shall be observed in such scheduling:

1. Selection of vacation shall be based on seniority within your department.
2. No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time, unless agreed to by the Department Head and Business Administrator.
3. Assignment of vacation periods during June, July, August and December shall be based exclusively upon seniority among the employees within that department by the Department Head.
4. No department shall be depleted at any one time of more than 50% of their full time employee staff.

Any vacation days not used during the calendar year that are earned, and not approved by the Business Administrator for carry-over, will be lost and no compensation will be made for unused vacation days.

If a regularly scheduled Township holiday falls in the time period an employee takes a vacation, the holiday shall not be counted as a vacation day. Vacation leave shall be utilized as a minimum of one quarter (1/4) hour increments.

- B. Notwithstanding any other provision of this Agreement to the contrary, and in accordance with *N.J.S.A. 40A:9-10.5* (P.L. 2010, c. 3), any employee who commenced service with the Township on or after May 21, 2010, and who does not take vacation leave that accrues in a given year because of business demands, shall be granted that accrued leave only during the next succeeding year. However, vacation leave not taken in a given year because of duties

directly related to a state of emergency declared by the Governor may accumulate at the discretion of the appointing authority until, pursuant to a plan established by the officer or employee's appointing authority, the leave is used or the employee or officer is compensated for that leave, which shall not be subject to collective negotiation.

ARTICLE 13 - LONGEVITY

Each regularly appointed full-time employee shall be paid, in addition to his/her current annual wage, a longevity increment based upon his years of continuous employment in the Township of Manchester, in accordance with the following schedule:

<u>UPON COMPLETION OF:</u> <u>SALARY</u>	<u>PERCENT OF BASE</u>
Five years of continuous service	1 1/2%
Seven years of continuous service	2%
Ten years of continuous service	3%
Fifteen years of continuous service	5%
Seventeen years of continuous service	6 3/4%
Twenty years of continuous service	7 1/2%
Twenty-five years of continuous service	10%

Each regularly appointed full-time employee of Manchester Township shall qualify for the longevity increment on the date of the anniversary of his/her employment and such increment shall be paid from and after such date.

All employees hired after January 1, 1996 will enjoy the following longevity schedule:

10 years	-	2.5%
15 years	-	5.0%
20 years	-	7.5%
25 years	-	10.0%

Effective January 1, 2014, longevity is eliminated for all new employees.

ARTICLE 14 - HOLIDAYS

White Collar employees will receive two (2) floating holidays in lieu of the eliminated holidays, Lincoln's Birthday and Election Day. These vacation

days will be available effective January 1st, of each year and will not be pro-rated in the event of voluntary¹ termination, resignation or retirement during the calendar year. The following shall be recognized as official holidays for full-time employees, until further notice:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Day*	**Christmas Eve
July 4th (Independence Day)	Christmas Day

*Juneteenth will be celebrated on the 3rd Friday in June unless a different date is set by the State.

All newly hired employees are eligible for **two** floating holidays for the eliminated holidays if they are hired before July 1st of the year hired, and only one floating holiday, if they are hired on or after July 1st of the year hired.

When any of the above holidays is in conflict with an employee's religious belief, such employee may use one of his/her personal days, provided adequate notice is given to the Township Administrator.

Public Safety Telecommunicators will celebrate New Year's Day, July 4th and Christmas Day holidays on the actual date of occurrence.

The Christmas Eve holiday shall only be granted when the holiday falls on a normal business day (Monday –Friday). Public Safety Telecommunicators shall receive the holiday benefit for the Christmas Eve holiday only when the Township receives the benefit as described above.

Employees within the Recreation Department will receive a day's pay as Holiday Pay for working on Memorial and Veterans Day.

Employees must work the full working day before and after a holiday in order to be eligible for holiday pay, unless excused by the Business Administrator. If an employee calls in sick the working day before or after a holiday, proof of illness may be required by the Business Administrator.

1 "Voluntary" in connection with receipt of any benefit, entitlement or payment under the terms of this contract means that the employee was not subject to a pending disciplinary action or criminal indictment.

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.

An employee must have one (1) year of continuous employment before becoming eligible for 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.**

Personal leave shall be utilized as a minimum of 1/4 hour increments for both full time and part time employees.

ARTICLE 16 - SICK LEAVE

This Article details the extent of an employee's right to sick leave benefits and the employee's obligations in connection with it.

All regularly appointed full-time employees shall be granted sick leave with pay of one (1) day for every month of service during the remainder of the first calendar year of service and sixteen (16) days in every calendar year of

employment thereafter. Sick leave does not accrue during the employee's probationary period. The amount of sick leave not taken shall accumulate year to year, and each employee shall be entitled to such accumulated sick leave with pay, if and when needed.

Upon voluntary² retirement from the Township, an employee who commenced service with the Township prior to May 21, 2010, shall be paid their accumulated sick leave up to a maximum of fourteen hundred sixty-four (1464) hours (183 x 8) as provided for in Article 18 of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, and in accordance with N.J.S.A. 40A:9-10.4 (P.L. 2010, c. 3), any employee who commenced service with the Township on or after May 21, 2010, shall not receive any compensation for unused, accumulated sick leave, whether in the form of payment or paid time off, in excess of \$15,000. Such compensation not to exceed \$15,000 shall be paid to any employee who commenced service with the Township on or after May 21, 2010, only at the time of retirement from a State-administered or locally-administered retirement system based on the sick leave credited on the date of retirement.

An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the employer for reasons of suspected abuse or if sick leave is of three (3) consecutive work days or more in duration. Abuse of sick leave will be cause for disciplinary action.

An employee absent on sick leave shall report his absence as early as possible as, no later than the employee's start time except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible. All reporting shall be to the employee's immediate supervisor or designee.

Any employee of the Township represented by the Union who, for any reason, fails to notify his supervisor or the Township of his absence from work for a period of five (5) consecutive work days shall be deemed by the Township to have terminated his employ with the Township and the Union shall be notified of this action by the Business Administrator.

Sick leave will be assessed on a quarter hour (1/4) basis, with portions of leave hours charged back to the last full half hour worked. For example, if an

² "Voluntary" in connection with receipt of any benefit, entitlement or payment under the terms of this contract means that the employee was not subject to a pending disciplinary action or criminal indictment.

employee leaves work due to illness at 10:40 a.m., that employee will be assessed for sick time from 10:30a.m. Sick leave will only be granted upon an employee's written request to the supervisor, on a form provided by the Township. The form provided by the Township shall be executed by the employee upon the request for leave if the employee is at work, or upon a reasonable time after request, if the employee is not at work.

Should an official holiday occur while an employee is on extended sick leave, he shall not have that holiday charged against his sick leave. Extended sick leave is defined as an approved sick leave of three (3) days or more. Temporary or part-time employees are not entitled to compensation for such absences.

Employees hired after January 1, 1985: Cap sick day accumulation to 183. All sick days earned in excess of 183 days will be reimbursed annually at a rate of \$50.00 per day.

Sick leave is defined as Township paid leave approved for:

1. Employee illness or injury;
2. Medical appointments for illness;
3. Temporary disability due to childbirth;
4. Care for an ill member of immediate family;
5. Death in immediate family; and
6. Adoption of a child.

Immediate Family is defined as:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Any individuals related by blood to the employee, and a legal ward of or subject to guardianship by the employee, who resides permanently with the employee.

Administration of the sick leave policy shall be as outlined in Township Procedure. The Township may require proof of illness of any employee on sick leave, whenever such requirement appears reasonable to the Township. A certificate from a healthcare provider may be requested by the Township and the certificate must state: that the employee has been under the care of the

healthcare provider, the employee's medical condition, duration of the condition, the duration of treatment, the employee's ability or inability to perform any services for the Township, and either that the employee is able to resume the essential functions of his/her position or an estimated return to work date.

An involuntary retirement or resignation during a pending investigation or proceeding for, or a resignation in lieu of, disciplinary removal or criminal prosecution shall not qualify for payment or entitlement of any form of compensation or benefits to the employee.

The negotiated provisions of this Article constitutes the complete agreement of the parties regarding all aspects of sick leave including but not limited to its accrual, use, carry-over, any payment related to it or any other obligations or rights related to paid sick leave.

ARTICLE 17 - LEAVES

A. Work related Illness or Injury

A salaried employee injured on the job in the performance of his duties shall receive full salary payments during his/her absence. Such time shall not be charged against his/her personal sick leave.

The employer agrees to pay employees at their regular rate of pay during periods of job-connected disabilities due to illness, or recuperation therefrom, for a maximum period of (6) months from the date of such disability after six months the employee will be compensated pursuant to New Jersey Worker's Compensation, provided such employee is incapable of performing his duties as a Township employee, and that such disability(s) is established by competent physician of the Township's choice.

In computing the amount of pay for job related illness or injury leave, there shall be deducted the amount of money, if any, which such employee is paid under the provisions of **Chapter 15 of Title 34 of the Revised Statutes of New Jersey** for temporary disability and/or under the provisions of **Chapter 15 of Title 34 of the Revised Statutes of New Jersey** for workers compensation, as applicable, during the period of time such employee shall be absent from work due to work-related injury or illness, which pay shall be computed based on annual salary at time of injury.

The employer retains the rights, in its discretion, to extend this period of payment in the above paragraph for such work-related disability due to illness or injury beyond six (6) months.

The employer may require, at any time during the period of such disability, that the employee be examined by a physician selected by the employer for such purpose.

In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties, except as may otherwise be provided in **Chapter 15 of Title 34 of the Revised Statutes of New Jersey** for workers compensation.

The parties agree that an employee's prolonged absence from work because of a job related work injury or illness will not affect his/her seniority for the purposes of layoffs provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

B. Absence Due to Non-Work Related Injury

A leave of absence may be granted to full-time employees, who are ill or disabled, not resulting from duties performed during their employment and when such illness or disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and vacation leave. During this leave of absence due to non-work related injury or illness, the employee must pay their contributions to their health care benefits to continue coverage. Failure of the employee to pay their portion of the health contributions shall result in cancellation of their health benefits coverage within thirty (30) days of non-payment.

The parties agree that an employee's prolonged absence from work because of non-work related work injury or illness will not affect his/her seniority for the purposes of layoffs provided the by this agreement provided the employee has applied for and been granted a leave of absence as provided by this Agreement.

ARTICLE 18 – RETIREMENT PAYOUT

- A. An employee of Manchester Township who retires with 25 years or more years of service to the Township or is disabled and pensioned under the New Jersey Public Employees Retirement System, shall be entitled to a retirement payout from such accrued leave as set forth and provided under Sick Leave of this contract.

- B. Upon retirement, a maximum of 183 sick days may be accrued and paid to the employee. A retiring employee will have the choice of either a lump sum payment to be paid 30 days after the effective retirement date or to split the payment in two equal sums with the first ½ due 30 days after the effective retirement date and the second ½ due the following calendar year.
- C. Effective January 1, 1985 a regularly appointed full-time employee who retires after the completion of twenty-five (25) years or more of service with Manchester Township shall be entitled to be paid for (twenty) 20 business days. Such retirement payout shall be in addition to any other benefits due to the employee upon retirement.

**Notwithstanding the foregoing, the retirement payout of (twenty) 20 business days shall be eliminated for all new employees hired on or after July 13, 2016.

- D. Notwithstanding any other provision of this Agreement to the contrary, and in accordance with N.J.S.A. 40A:9-10.4 (P.L. 2010, c. 3), any employee who commenced service with the Township on or after May 21, 2010, shall not receive any compensation for unused, accumulated sick leave, whether in the form of payment or paid time off, in excess of \$15,000. Such compensation not to exceed \$15,000 shall be paid to any employee who commenced service with the Township on or after May 21, 2010, only at the time of retirement from a State-administered or locally-administered retirement system with 25 or more years of creditable service based on the sick leave credited on the date of retirement.

ARTICLE 19 - SPECIAL LEAVE

- A. Leave of Absence Without Pay

All leave without pay shall fall under the guidelines of current federal and state family leave statutes.

- B. Personal Business

Upon approval by the Business Administrator, the employee may be allowed a reasonable amount of leave without pay for reasons involving urgent personal business requiring the employee's attention. However, such leave shall be approved only on the basis that it is deemed necessary, is beneficial to the employee and will not unduly interfere with their work. Such leave will only be considered if the employee has exhausted all paid time off

applicable to the type of leave request.

C. Jury Duty and Emergency Leave

An employee of the Township will be given time off without loss of pay or other benefits when:

1. Performing jury duty.
2. Summoned to appear as a witness before a court, legislative council or judicial or quasi-judicial body, unless the appearance is as an individual and not as an employee or other officer of the Township.
3. Performing emergency civilian duty in relation to national defense or other emergency when ordered by the Governor or the President of the United States.

D. Military Duty Leave

If you are a full-time employee, you will be granted a leave of absence if required to serve actively in any component of the Armed Forces of the United States of America as is set forth under N.J.S.A. 38:23-1.1. Military Duty Leave shall not exceed thirty (30) days in the aggregate in any one (1) year. An employee must provide their Department Head and the Business Administrator with sufficient proof of active military duty prior to requesting such leave. Such leave shall be with pay.

1. In case of service-connected illnesses or wounds which prevent you from returning to employment, such leave shall be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.
2. An employee who voluntarily continues in the military service beyond the time when he may be released, or who voluntarily re-enters the Armed Forces, or who accepts a regular commission, shall be considered as having abandoned his employment and resigned.

E. Military Training Leave

A full-time employee, who is a member of any component of the Armed Forces of the United States or New Jersey and who is required to undergo mandatory military field training, shall upon request be granted a leave of absence to take part in such training as provided under N.J.S.A. 38:23-1.1.

A full-time employee who has been continuously employed by the Township

for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay. Additionally, any military pay received by the employee while on military training leave, may be retained by them and shall be in addition to the regular salary. Military training leave, when paid, shall be in addition to any vacation leave or sick leave to which an employee may be entitled.

A full-time employee who has not been continuously employed by the Township for at least one (1) full year at the time military training is to commence, will be granted a leave of absence without pay for the duration of military field training.

In all cases of military training leave, the employee shall continue to receive all benefits.

F. Convention Leave

Any employee who is a duly authorized representative of any of the organizations listed in N.J.S.A. 38:23-2 and any future amendments thereto, shall be granted a leave of absence with pay for an aggregated period, not to exceed five (5) days in any calendar year, for the purpose of traveling to and from and attending any State or National Convention of the organizations listed in the aforementioned statute.

ARTICLE 20 – BEREAVEMENT LEAVE

A. All employees shall receive five (5) days leave with pay in the event of death in their immediate family.

1. Immediate Family is defined as –

- a. Spouse, and parents thereof;
- b. Sons and daughters, and spouses thereof;
- c. Parents, and spouses thereof;
- d. Brothers and sisters, and spouses thereof;
- e. Grandparents and grandchildren, and spouses thereof;
- f. Any individuals related by blood to the employee and a legal ward of or subject to guardianship by the employee, who resides permanently with the employee.

B. If the funeral is outside the State of New Jersey, an additional two (2) days may be granted upon the approval of the Business Administrator. In no case shall the total bereavement leave exceed seven (7) days.

- C. Bereavement leave must be taken contemporaneous to the death or memorial services of the immediately family member.
 - 1. Memorial Services – One (1) day of contractual bereavement leave may be granted within one hundred twenty (120) days of the date of death of an immediate family member as defined in A.1 to attend a memorial service in lieu of funeral services.

ARTICLE 21 - CONTINUING EDUCATION

It is the policy of the Township of Manchester, to encourage continuing education on the part of full-time employees, when the continuing education will enable them to better perform their current jobs and when it will prepare them for advancement and promotion within the Township.

Continuing education may include conferences, seminars, workshops and certificate programs. In order to encourage continuing education, the Township will pay:

- A. 100% of conferences, seminars, workshops and certificate programs, together with the cost of any required books and/or materials associated therewith, not to exceed \$2,000.00 cost to Township per seminar/conference/workshop, provided that the continuing education will benefit the Township. The following qualifications and procedures must be adhered to in order for any employee to receive reimbursement of the aforementioned costs for participating in continuing education programs:
 - a. The employee must have been an employee of the Township for at least one (1) year prior to the beginning of the program; unless approved by the Business Administrator
 - b. The continuing education program must be related to the employee's current job or a job that can reasonably be expected to be available with the Township in the near future;
 - c. The following procedure should be adhered to:
 - i. The employee will request in writing to the Department Head and include course description and cost.
 - ii. Upon Department Head approval, the request will be forwarded to the Business Administrator for final

approval. This may be done through electronic requisition to purchase.

- iii. Upon completion of the course(s) or a Certificate of Completion, the employee must submit proof of attendance (certificate of completion) to the Personnel Division.
- iv. attendance (certificate of completion) to the Personnel Division.

B. For certifications, licenses or related updates paid for in whole or in part by the Township, the employee is required to remain employed by the Township for three years or the employee will be liable for recovery of on-boarding, replacement, training and certification costs, as well as attorney's fees, filing fees and costs of recovery in the event the employee does not repay the amounts due upon request. Cost recovery shall be prorated with the amount due reduced to zero at the end of three years from the date the employee obtained the license, certification or update.

ARTICLE 22 - CLOTHING ALLOWANCE

All uniformed employees or non-uniformed that may work in the field will be provided, without cost, all tools required to perform their duties, safety equipment and one (1) pair of boots, if needed, with the approval of the Department Head, excluding underclothing and foot socks. All changes in the Department of Public Works equipment, styles, requirements and replacements shall be provided without cost to the employee. The maximum annual payment for boot reimbursement is \$250.00

The Employer retains the absolute right to select all uniforms and equipment.

Employees may opt to visit an approved vendor to obtain ANSI Standard work boots with protective toe caps through use of a voucher system. Boots purchased through the voucher system shall not exceed \$250.00 in value. A list of approved vendors will be made available through the Purchasing Department.

ARTICLE 23 - PERSONNEL RECORD CHANGES

Employees are responsible for keeping your personnel records correct and up-to-date. Any changes in your name, number of dependents, marital status, address, telephone number or other vital information shall be reported in writing immediately to the Personnel Office, who shall in turn, report the necessary changes to the proper Department.

ARTICLE 24 - OUTSIDE EMPLOYMENT

No employee, planning to or engaged in outside employment during the off-duty hours, shall be permitted to work for another public agency unless prior written approval is granted by the Township governing body and after a thorough investigation by the Township Administrator. If it is determined that conflicting schedules would exist or interference with public employment in Manchester Township, it represents grounds for denial.

It is the position of the Township governing body's that public employment should be confined to one municipality. However, under extreme circumstances, this may be waived by the Township governing body.

Prior to commencing employment with the Township or to commencing outside employment once employed by the Township, the employee shall complete a disclosure form which shall be submitted to the Business Administrator for a conflict check. Approval may be revoked if the Township determines that outside employment is interfering with or otherwise infringing upon the employee's job performance or commitment to the Township.

ARTICLE 25 - GRIEVANCE PROCEDURES

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, or interpretation of the express terms of this Agreement shall be settled in the following manner:

Step One:

Within fifteen (15) days of the occurrence giving rise to the grievance, the individual shall present the grievance in writing to their immediate supervisor. Within five (5) days the immediate supervisor shall respond to the individual as to the validity or non-validity of the grievance. The response shall be responded to in writing.

Step Two:

If the individual employee is not satisfied with the immediate supervisor's response, within five (5) working days thereafter, they may then take written notice of the grievance to the Business Administrator or their designee, who will conduct a grievance hearing. A notice of decision from the grievance hearing shall be provided to the individual in writing within fifteen

(15) days of that date. Grievances shall be drafted so as to provide the Township with reasonable notice as to the contract provisions alleged to have been violated, and the person(s) to whom the grievance applies.

Step Three:

If, in the opinion of the OPEIU Business Agent, the grievance is meritorious, then the Union may request to move the matter to arbitration within 30 days of receipt of the decision of the Business Administrator in accordance with the rules of the New Jersey Public Employment Relations Commission. However, in the event the Township files a Scope of Negotiations Petition with PERC, the arbitration will be stayed pending a decision of the petition by the Commission.

Step Four:

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. Two or more related grievances may be consolidated for hearing where the parties mutually agree to do so in writing. Should the union wish to convert a grievance into a group/class grievance, it shall provide written notice to the Township no later than thirty (30) days before the arbitration hearing. The arbitrator shall also be bound by the applicable Federal and State Laws and cases, and they shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereof. The decision of the arbitrator shall be final and binding according to law and issued within thirty (30) days from the close of the proceedings. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts, evidence and contract provisions presented at Step Two of the grievance.
2. The cost of the services of the arbitrator shall be borne equally between the Union and the Township. Any other expense incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.
3. It shall be expressly understood that all proceedings under this Article shall be private and attendance by the public shall be excluded. Attendance at the proceedings shall be limited to a maximum of two representatives for the Township and two

representatives for the Union, the grievant, and an attorney for the Township, the Grievant and the Union. All proceedings will be scheduled at the Township's Municipal Building

ARTICLE 26 - DISCIPLINARY ACTION

A. The Township agrees to adopt a progressive discipline policy and incorporate the same as if part of this Agreement. The OPEIU recognizes that proper cause to discipline any employee may include, but not limited to, the below listed offenses:

1. Neglect of Duty.
2. Incompetency or inefficiency.
3. Incapacity due to mental or physical disability.
4. Insubordination or serious breach of discipline.
5. Intoxication while on duty.
6. Chronic or excessive absenteeism.
7. Disorderly or immoral conduct.
8. Willful violation of any of the provisions of the statutes, rules or regulations relating to the employment of public employees.
9. The conviction of any criminal act or offense.
10. Negligence or willful damage to public property or waste of public supplies.
11. Conduct unbecoming an employee in the public service which adversely reflects on the Township.
12. Misconduct
13. The use or attempt to use one's authority of official influence to control or modify the political action of any activity during working hours.
14. Violation of Township policies, procedures and regulations.

B. The disciplinary process shall not be subject to Step 1 of the grievance procedure (Article 25). The remaining steps of the process applies to discipline. Any request for arbitration must be filed within thirty (30) days after a local decision by the Township.

C. No employee shall be disciplined or discharged without just cause.

ARTICLE 27 - RESIGNATION

An employee who resigns shall tender their resignation in writing to the Department Head with a copy to the Business Administrator at least two weeks' notice prior to the effective date of the resignation, in order to

provide sufficient time for appointing and training a replacement. Employees who fail to do so shall lose any accrued time unless approved by the Business Administrator.

All Township property, such as keys, uniforms, identification cards, etc., must be returned before leaving.

ARTICLE 28 - TERMS AND CONDITIONS

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

It shall be expressly understood that terms and conditions of employment between the parties upon expiration of the Agreement shall be subject to renegotiation by the parties until such time as a new Collective Agreement is secured.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any employee pursuant to any rules, regulations, instructions, directive, memorandum statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE 29 - EMPLOYEE EVALUATION

- A. It shall be understood between the parties that the Township of Manchester shall utilize a mutually agreed upon Employee Appraisal Form for the purposes of improving employee performance, promotions, transfers, demotions, and lateral changes.
- B. Employees shall be evaluated by their Department/Division Director once a year, in which each evaluation of performance shall be followed by a written evaluation report and a conference between the supervisor and the employee.
- C. Employee shall be advised of the department evaluation schedule and notification of evaluation by his immediate supervisor.
- D. All monitoring of an employee by a supervisor shall be openly conducted and in all cases any deficiencies noted by a supervisor of an employee shall be for extending assistance for the correction and improvement of performance.
- E. All appraisals shall be as follows:

1. All appraisals shall be addressed to the employee.
 2. All appraisals shall be written in narrative form and shall include when pertinent:
 - a. Strengths of the employee as evidenced during the period of the appraisal;
 - b. Areas of improvement needed by the employee since the previous report;
 - c. Specific suggestions as to measures which the employee might take to improve his performance in areas wherein weaknesses have been indicated.
- F. Copies of all evaluations shall be placed in the Personnel office with a copy to the employee's file.
- G. The Union recognizes and acknowledges that the criteria for evaluations are of a managerial right and prerogative and within the exclusive jurisdiction of the Township.

ARTICLE 30 – SALARY

A. Base salaries (non-public safety telecommunicators) shall be adjusted as follows:

35 hour employees: 2023: \$1,950; 2024: \$1,950; 2025: \$2,200; 2026: \$2,200

40 hour employees: 2023: \$2,150; 2024: \$2,150; 2025: \$2,350; 2026: \$2,350

Part-time employees shall receive an increase of \$1.00 per hour effective January 1st each year of the contract.

Retroactive pay is limited to employees who remained employed by the Township upon ratification by both parties, employees who voluntarily retired or obtained a disability retirement during the term of the agreement.

1. Stipends-

Department of Public Works:

Stipend for Sound & Light (Recreation) - \$2,000 yearly (must be actively performing duties)

Pesticide Certification- \$1,500 yearly (must be actively performing duties)

Playground Certification-\$2,000 yearly (must be actively performing duties)

Recycling Coordinator - \$3,000 yearly (must be actively performing duties)

Stormwater Coordinator - \$5,000 yearly (must fulfil all DEP requirements)

Building Department:

Inspections—Out of Town (Must be result of Interlocal or Shared Services Agreement with another jurisdiction)-\$1,500 yearly (must be performing within 20% of the mean of inspection)

Effective January 1, 2023, employees who obtained, at the request of the Township, their W (distribution), C (collection) (levels 1, 2, 3 and 4) and T (treatment) (levels 1, 2, 3, and 4) certifications shall receive a \$2,000.00 stipend yearly for each level of certification. W1, C1and T1= \$2,000.00; W2, C2 and T2= \$2,000.00; W3, C3 and T3 = \$2,000.00 and W4 and C4 = \$2,000.00.

All above listed stipends shall be paid in two (2) equal installments beginning July 1 and on or about December 15th of each year.

B. Public Safety Telecommunicator Salary

Public Safety Telecommunicator Salary Guide 2023-2026

Step One/Probationary:	\$43,680.00
Step Two	\$46,338.24
Step Three:	\$48,996.48
Step Four:	\$51,654.72
Step Five:	\$54,312.96
Step Six:	\$56,971.20
Step Seven:	\$59,629.44
Step Eight:	\$62,287.68
Step Nine:	\$64,945.92
Step Ten:	\$67,604.16

Raises in the above step guide shall be received on the employee's anniversary date.

A Public Safety Telecommunicator promoted to Senior Public Safety Telecommunicator shall receive a \$2,500 raise to their base pay or at least

\$1,000 above the highest paid Public Safety Telecommunicator.

All Public Safety Telecommunicators that are outside of the Salary Step Guide shall receive a 3% increase on January 1st of each year.

Minimum hourly rate for Part Time Dispatcher: \$22.00 to \$30.00

Minimum hourly rate for Per Diem Dispatcher: \$22.00 to \$30.00

Part-time employees shall receive an increase of \$1.00 per hour effective January 1st each year.

Effective May 11, 2024, Public Safety Telecommunicators assigned to work 11:00 pm to 7:00 am shall receive a night shift differential of \$1.50 per hour added to their base rate of pay.

1. Stipends-

Public Safety Telecommunicators:

TAC Officer- employees working in Police Dispatch holding the TAC Officer certificate shall receive an annual payment of \$500 dollars

Matron- female employees holding a Matron certificate shall receive an annual payment of \$500.

Above listed stipends shall be paid in two (2) equal installments beginning July 1 and on or about December 15th of each year.

**All annual stipends shall be paid in two (2) equal installments on or about July 1st of each year and December 15th of each year.

Retroactive pay is limited to employees who remain employed by the Township upon ratification by both parties, employees who voluntarily retired or obtained a disability retirement during the term of the agreement.

Training Officer- Public Safety telecommunicators who are designated as Communications Training Officers shall receive one (1) hour administrative time per full shift for which they are assigned a trainee. The administrative time received cannot be cashed in, cannot create overtime if used, and must be used within a twelve (12) month period of receiving the time.

C. Bargaining unit employees obtaining a certification or a license will sign a separate

agreement requiring a minimum 3-year commitment with terms established by the Township including but not limited to recovery of replacement, training and certification costs in the event the employee leaves in breach of the agreement. Recovery of costs includes attorney's fees, filing fees and costs of recovery in the event the employee does not repay the amounts due upon request. Cost recovery shall be prorated with the amount due reduced to zero at the end of three years from the date the employee obtained the license, certification or update.

ARTICLE 31 - PUBLIC SAFETY TELECOMMUNICATORS

This Article shall apply to regularly appointed full time civilian dispatchers in the OPEIU bargaining unit employed under the Administrative and Executive Departments of the Township of Manchester. The provisions of this Agreement apply to Public Safety Communicators except as detailed below within this Article.

A. Hours of Employment

See Article 8 (Work Hours).

1. Probationary Period- A newly hired public safety telecommunicator shall have a working test period of 180 days. PSTs may be released from probation earlier than 180 days, but no sooner than 90 days if deemed appropriate by the Chief of Police.
2. In the event an employee is called into work, the employee may be required to work the entire 3 hour call-in period or be paid only the actual time worked at the applicable rate.

B. Holidays and Personal Days

1. Public Safety Telecommunicators shall eliminate (2) two holidays from the contract, Election Day and Lincoln's Birthday, and replaced with (2) floating holidays. Floating holidays are subject to the same provisions contained elsewhere within this agreement except as specifically modified and only to the extent modified within this Article. The following shall be recognized as holidays under this Agreement, paid at the number of scheduled hours at double time if worked, straight time if not worked:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth Day*

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
**Christmas Eve

July 4th (Independence Day)

Christmas Day

*Juneteenth will be celebrated on the 3rd Friday in June unless a different date is set by the State

Subject to notice provided by the employee to the Chief or designee on or before November 1st of the preceding year, an employee can replace Good Friday with Easter Sunday.

2. The Christmas Eve holiday shall only be granted when the holiday falls on a normal business day (Monday –Friday). Public safety telecommunicators shall receive the holiday benefit for the Christmas Eve holiday only when the Township receives the benefit as described above.
3. The public safety telecommunicators shall receive payment for a holiday in their paycheck for the week in which the holiday occurred.
4. If any of the above holidays are in conflict with the public safety telecommunicator's religious belief, he/she may use a personal day to celebrate such religious holiday not covered by this Agreement, provided that one (1) months' notice is given to the Mayor of the Township or his/her designee.
5. If a public safety telecommunicators is not employed for a full calendar year, he/she shall only receive payment for the holidays which occurred during the time of employment.
6. The four (4) personal days are non-accumulative and are lost if not used within the employment year during which they are earned. Personal days shall be requested and approved by the supervisor five (5) days in advance for scheduling purposes. The Township recognizes that unexpected emergencies do arise and may waive the five (5) day notice requirement for a public safety telecommunicators requesting it for valid, unexpected emergency. Personal days shall not accumulate from year to year.
7. The right of denial for personal leave is the sole responsibility of the supervisor or his designee. If the approval of a personal day creates the need for additional manpower and an overtime expenditure, and the personal day request is not of an emergent nature, then the denial shall be completely within the powers of the Mayor of the Township.

C. Sick Leave

All sick leave as earned by full-time dispatchers shall remain the same for the duration of the Agreement. . Sick Leave provisions within the contract will apply to public safety telecommunicators.

1. All sick leave as earned by full-time dispatchers shall remain the same for the duration of this Agreement.
2. As an incentive, unused sick leave earned by the public safety telecommunicators shall accumulate year after year up to a maximum of one hundred and eighty three (183) days. Additionally, the amount accumulated shall be extended by one (1) day for each calendar year a civilian dispatcher uses five (5) sick days or less.
3. Upon retirement from the Township, any public safety telecommunicator who commenced service with the Township prior to May 21, 2010, a maximum of 183 sick days may be accrued and paid to the employee. Terminal leave is eliminated for all employees. A retiring employee will have the choice of either a lump sum payment to be paid 30 days after the effective retirement date or to split the payment in two equal sums with the first ½ due 30 days after the effective retirement date and the second ½ due the following calendar year.
4. Any accumulation of sick days over and above the one hundred and eighty three (183) day maximum allowed under Article 16 shall be paid back to the public safety telecommunicators at the end of the year of accumulation at the rate earned. Payment for such excess days shall be made in the first pay period after the anniversary date in the year following the accumulation. Any public safety telecommunicators who has accumulated, prior to January 1, 1989, more than the maximum sick leave days available under Paragraph C shall be entitled to carry those days forward and have them honored by the Township. Notwithstanding any other provision of this Agreement to the contrary, and in accordance with N.J.S.A. 40A:9-10.4 (P.L. 2010, c. 3), any employee who commenced service with the Township on or after May 21, 2010, shall not receive any compensation for unused, accumulated sick leave, whether in the form of payment or paid time off, in excess of \$15,000. Such compensation not to exceed \$15,000 shall be paid to any employee who commenced service with the Township on or after May 21, 2010, only at the time of retirement from a State-administered or locally-administered retirement system based on the sick leave credited on the date of retirement.

5. Sick leave shall not be granted for any sickness or injury from actions involving moral turpitude, intoxication other than alcoholism, use of narcotics, or arising from and while engaged in outside employment. Any abuse of sick leave privileges shall be sufficient cause for disciplinary action and may result in the loss of sick leave benefits. The Township may require proof of illness of any civilian dispatcher on sick leave whenever such requirement appears reasonable.
6. Administration of the sick leave policy shall be as outlined in departmental procedure.
7. Any public safety telecommunicators who, in the judgment of the Township, utilizes more than sixteen (16) days in any one year, consisting of periods of less than three (3) days, shall have his sick leave record reviewed by the respective appointing authority, and thereafter shall be required to submit acceptable medical evidence for any additional sick leave in that year.
8. In cases where an illness is of a chronic or recurring nature, causing recurring absence of one (1) day or less only one (1) submission of such proof shall be necessary for a period of six (6) months. The Township shall have the right, for monitoring and administrative purposes, to require periodic reports from the civilian dispatcher's physician on the status of his ability to continue work within his classification.
9. Any public safety telecommunicators who is absent on sick leave shall report his absence at least two (2) hours prior to the start of his shift, except where emergent circumstances prevent him from doing so. In this instance, the civilian dispatcher shall report his absence as promptly as possible.

D. Work Related Illness or Injury

In the event of a substantiated on-the-job illness or injury, the public safety telecommunicators shall receive his/her base annual wage for lost time from duty for a period not to exceed six (6) months from the date such injury occurred, provided the following conditions are met:

1. The injury, illness and reparation therefrom shall be substantiated by a Township appointed physician. The physician must substantiate that he is incapable of performing his duties as a public safety telecommunicator. The Township may request subsequent verification checks at any point

during the civilian dispatcher's absence from duty.

2. If a disagreement exists between the Township appointed physician and the public safety telecommunicator, the Township and public safety telecommunicator shall agree to another physician to examine the civilian dispatcher, and this physician shall determine the existence or extent of the injury.
3. Any checks or payments received by the public safety telecommunicator under the provisions of **Chapter 15 of Title 34 of the Revised Statutes of New Jersey** as a result of the disability shall be transferred to the Township. The public safety telecommunicator shall retain for a period of up to six (6) months from the date of initial absence.
4. The Township shall have the right to extend the period of payment for such non-job connected disability due to illness or injury beyond the civilian dispatcher's accumulated sick leave, with said employee retaining his seniority upon his return as it exists when he left. If this provision is granted, no accumulative benefits or retirement of longevity will accrue during absence.

E. Vacation

For Public Safety Telecommunicators, all paid time off (vacation, personal, sick leave) shall be converted to hours by multiplying the number of days by 8 hours.

F. Bereavement Leave

SEE ARTICLE 20- BEREAVEMENT LEAVE

G. Uniforms

Appropriate uniform attire, as designated by the Chief of Police, shall be provided by the Township in accordance with the police uniform policy for civilian personnel in the Communications Section.

H. Comp Time Use

For Public Safety Telecommunicators, use of accrued comp time must be scheduled thirty (30) days in advance.

ARTICLE 32 - LAYOFF AND RECALL

- A. In the event of a layoff, the Township shall determine the number of positions/job titles from which it will reduce its ranks. Prior to instituting a layoff, the Township will meet and confer with the union. In the event the Township reduces the work force or abolishes a position, the following procedure shall apply:
1. Employees shall be laid off in reverse seniority order within the title they currently hold.
 2. Notice of such layoffs shall be given forty-five (45) days prior to the implementation of said layoffs.
 3. Any laid off employee shall be given preference for re-hire for two (2) years for the position held by the employee.
 4. The Township shall rehire laid off employees in the order of greatest seniority.
 5. The Township shall not hire from the open labor market while any employee has an unexpired preference for re-hire as described above provided the employee remains qualified and capable of performing the work and is ready, willing and able to be re-called.
 6. Notice of re-employment shall be made by certified mail to the last known address of such employee. It is solely the employee's responsibility for promptly notifying the Township of any change(s) in address and other contact information. Employees shall notify the employer within five (5) days after receiving such notice of their intention to return to work.

ARTICLE 33 - DUES CHECKOFF

The Township agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The Union will indemnify, defend and save harmless the Township against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township. The Township will forward all dues deduction monies collected on a monthly basis to the Secretary/Treasurer of the Office and Professional Employees International Union/Local 32. A list of names

along with corresponding payments will be forwarded monthly.

ARTICLE 34 -WORKPLACE DEMOCRACY ACT PROVISIONS

The Township shall provide the Union access to its facilities for purposes of: meeting with individual employees to investigate and discuss grievances, workplace related complaints and other workplace issues; collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and the right to meet with newly hired employees.

Worksite meetings shall be conducted during non-working time and scheduled as soon as practical with no less than twenty-four (24) hours advance notice by contacting the Department of Public Works offices at extension 3311 or 3312 to schedule use of the Civic Center. For purposes of meeting with a new hire to the bargaining unit, the Union will schedule time by contacting the Personnel Officer so as to schedule time during the new hire orientation. The Union's new hire meeting will be without charge to the pay or leave time of the new hire if it is no more than 120 minutes in duration.

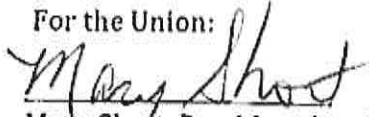
Within 10 calendar days from the date of hire of a bargaining unit employee, and every 120 calendar days beginning on January 1, 2019, the Township shall provide the Union the contact information required by law for bargaining unit members within an excel spreadsheet via email to an email address designated by the Union in writing to the Business Administrator and Personnel Officer.

The Union may communicate via email to bargaining unit officers via the Township email assigned to that officer. Use of email shall comply with Township policies applicable to all employees.

This Agreement represents and incorporates the complete and final understanding and settlement by the Parties of all bargainable issues which were or could have been subject to negotiations.

IN WITNESS THEREOF, the parties have by their duly authorized representatives set their hands and seals this 13th day of May, 2024.


For the Union:



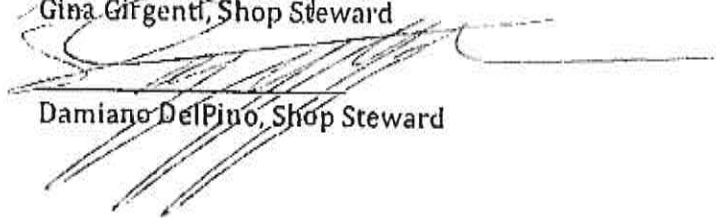
Mary Short, President/Business Representative



Greg MacLaine, Secretary/Treasurer



Gina Girgenti, Shop Steward



Damiano DelPino, Shop Steward

For the Township:



Carl Block, Business Administrator