

**A G R E E M E N T**

**between**

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

**REPRESENTING  
SUPERVISORY EMPLOYEES**

**and**

**TOWNSHIP OF MANCHESTER**

**JANUARY 1, 2019 - DECEMBER 31, 2022**

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## **PREAMBLE**

This Agreement entered into this 28<sup>th</sup> day of May 2019 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.
- 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.

Established past practices between the current Township Administration and the OPEIU are considered covered by this Agreement.

- C. The Township shall not negotiate with any employees as defined in Article 1 or recognized by any other organization as majority representative other than the OPEIU for the duration of this Agreement.
- 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. Public safety telecommunicators will be allowed to work less than twenty-five (25) hours per week.
- C. **Probation** - An employee in the process of a working test period of 90 days, with the exception of the Communication's Supervisor who shall have a working test period of 180 days. The Communication's Supervisor may be released from probation earlier than 180 days, but not less than ninety (90) days if deemed appropriate by the Chief of Police  
  
\*\*All new employees shall not receive benefits during their first ninety (90) days of employment with the exception of medical benefits after 60 days. Dental benefits and other contractual time off shall be received after 90 days.
- 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) 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.

3. To suspend, discharge or take other disciplinary actions for good and just cause according to law and administrative code guidelines of the municipality.
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.

Notwithstanding anything contained in this agreement to the contrary, the terms of this provision (Article 5, Section 5) shall become effective only at such time as all of the Township's unionized employees, including all unionized law enforcement employees, have agreed through collective negotiations to language vesting the Township with the authority provided in this provision.

- 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, and reduced in classification or rank without just cause. Any action asserted by any agent of the Township or the Township itself shall be subject to the grievance procedure contained within this Agreement. 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.
- B. 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 of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job.
- C. 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.
- D. Disciplinary action, with the exception of verbal warning, will be presented in writing with a copy made available to the employee.
- E. 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.

- F. 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.
- G. 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.
- H. Any disciplinary evaluation of an employee by his supervisor or agent of the Township shall be subject to the grievance procedure contained herein.
- I. A transfer for a disciplinary reason shall be subject to the grievance procedure.
- J. 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:**

- a. Department of Public Works (40 HOURS PER WEEK) –  
MON - FRI 7:00 a.m. to 3:30 p.m., including unpaid lunch period of one half hour
- b. Department of Public Works – Division of Utilities  
(40 HOURS PER WEEK) - 7:00 a.m. to 3:30 p.m., including unpaid  
lunch period of one-half (1/2) hour

- c. Department of Public Works – Division of Buildings and Grounds (40 HOURS PER WEEK) – Hours to be determined by the Township. Minimum of two work week schedules. MON –FRI - 7:30a.m. – 4:00p.m. including unpaid lunch period of one-half (1/2) hour, one night per week 1:00p.m.– 9:30p.m. including unpaid lunch period of one-half (1/2) hour.
- d. Communications Supervisor: 24 hours, 7 days including a paid lunch period of one-half (½) hour.

2. **35 hour employees:**

**Commencing July 1, 2019 all Supervisors not included in Section A.1 of Article 8 shall work 35 hours per week.**

The standard work week shall consist of thirty five (35) hours per week. The hours of operation of the Township shall be 8:30 a.m. to 4:00 p.m. Departments must be staffed during these hours.

- a. Employees may select one of the following:
  - i. Working from 8:30 a.m. to 4:00 p.m. with a one-half (1/2) hour lunch.
  - ii. Working from 8:00 a.m. to 4:00 p.m. with a one (1) hour lunch.
  
- b. Selections will be based on seniority but must be with the approval of the Administrator. Approval will not be unnecessarily withheld or delayed.

DEPARTMENT OF PUBLIC WORKS DIVISION OF UTILITIES SUPERVISORY  
OFFICE/CLERICAL  
7:00 am to 2:30 pm with a one-half (1/2) hour unpaid lunch

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. 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. An employee shall have the option of either accepting compensatory time or overtime which shall be at the same rate.

The maximum allowable compensatory time shall be forty (40) hours per year. Compensatory time shall be issued pursuant to this Agreement, however, no time beyond forty (40) hours shall be allowed to accumulate. Compensatory time shall be issued pursuant to this Agreement, however, no time beyond forty (40) hours shall be allowed to accumulate. Compensatory time shall be allowed to backfill to the maximum of forty (40) hours and shall be carried over from year to year. All requests for time off utilizing compensatory time must have the approval of the Division Head. No reasonable request for compensatory time shall be withheld.

In the event of unusual circumstances or situations, the Township Administrator may require an individual to work overtime.



- E. If an employee is required 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 ten dollars (\$10.00).
- 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:**

If an employee is called to work for snow removal, any overtime earned during snow removal will be paid at time and ½ their hourly rate. The employee will have the option of using any accrued time to cover his/her workday without losing Overtime pay should the Overtime work end within less than eight (8) hours of the normal work hours/shift beginning.

A minimum of three (3) hours pay will be given when an employee is called in to work outside the normal work hours.

**DIVISION OF UTILITIES:**

An employee who has been assigned a phone for emergency call outs, shall be

compensated at a rate of \$200.00 per week for on call status.

If the employee responds to a call out, compensation will be given as described in Section H noted above.

The following terms shall serve as the formula for calculating call out for the unit:

**Fax machine:**

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.

**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. 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 percent of the cost of coverage;

\$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;

\$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;

\$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;

\$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;

\$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;

\$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;

\$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;

\$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;

\$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;

\$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;

\$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;

\$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;

\$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;

\$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;

\$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;

\$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;

\$110,000 or more shall pay 35 percent of the cost of coverage.

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

less than \$20,000 shall pay 4.5 percent of the cost of coverage;

\$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

\$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

\$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

\$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

\$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

\$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

\$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

\$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

\$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

\$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;

\$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

\$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

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

\$95,000 or more shall pay 35 percent 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 percent of the cost of coverage;

\$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

\$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;



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

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.

Employee premium contributions shall be made by way of withholding of that contribution from the employee's pay, salary, or other compensation.

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. Medical contributions are deducted from gross wages over twenty-four (24) pays.

2. 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.

3. 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 reimbursement shall be made on a quarterly basis upon presentation of proof of purchase copy of current authorized provider claims history. All 4<sup>th</sup> quarter reimbursement claims must be submitted to Personnel for calendar year no later than March 31<sup>st</sup> 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 \$200.00.
- 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.

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 provide any benefits whatsoever upon the employee reaching age 65 or upon Medicare eligibility. The Township will not pay for any portion of Medicare nor will the Township provide any reimbursement for Medicare. Payments toward medical benefits shall be made pursuant to P.L. 2011 Chapter 78.

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.

Effective January 1, 2009, all newly hired employees shall receive no vacation accrual during their probationary period. Upon completion of their probationary period, vacation will be earned at the rate of ½ day per full month of employment up to the following calendar year.

<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 of entitlement.

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 ½ 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>PERCENT OF BASE SALARY</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**

Supervisory employees will receive two (2) vacation days in lieu of the eliminated holidays, Lincoln's Birthday and Election Day. These vacation days will be available effective January 1<sup>st</sup>, of each year and will not be pro-rated in the event of voluntary<sup>1</sup> termination, resignation or retirement during the calendar year. The following shall be recognized as official holidays for full-time employees, until further notice:

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<sup>1</sup> "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.

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
July 4th (Independence Day)  
Christmas Day

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

All newly hired employees are eligible for **two** Vacation days for the eliminated holidays if they are hired before July 1<sup>st</sup> of the year hired, and only one vacation day, if they are hired on or after July 1<sup>st</sup> 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 Business Administrator.

The Communications Supervisor will celebrate New Year's Day, July 4<sup>th</sup> 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). The Communications Supervisor shall receive the holiday benefit for the Christmas Eve holiday only when the Township receives the benefit as described above.

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.

## **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.

Part-time employees will receive four (4) personal days each year of the contract.

The definition of personal time 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.

Personal leave shall be utilized as a minimum of ½ hour increments.

## **ARTICLE 16 - SICK LEAVE**

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 voluntary<sup>2</sup> retirement or termination from the Township, an employee who commenced service with the Township prior to May 21, 2010, may use the accumulated sick leave up to a maximum of fourteen hundred sixty-four (1464) hours (183 x 8) as paid days off, to be taken prior to the normal

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<sup>2</sup> "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.



retirement date, unless otherwise 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 half hour (1/2) basis, with portions of leave hours charged back to the last full half hour worked. For example, if an 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 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, or 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 one (1) year from the date of such disability, 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 one (1) year.

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 - TERMINAL LEAVE

- A. An employee of Manchester Township who retires or is disabled and pensioned under the New Jersey Public Employees Retirement system, shall be entitled to terminal leave from such accrued leave as set forth and provided under Article 16 Sick Leave of this contract.

A maximum of 183 unused sick days may be accumulated and be eligible for terminal leave by the employee. If an employee begins a terminal leave with the Township, that employee has no right to re-employment with the Township once the terminal leave commences. Employees who begin terminal leave will receive payment for accumulated time at the rate of pay in place for the employee at the time of the commencement of the leave. The employee on terminal leave, whether paid in a lump sum or on extended retirement leave, will receive no increases in benefits, rate of pay or any additional accumulated employment time. Terminal leave shall be deducted for each working day prior to the employee's retirement.

- B. 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 (twenty) 20 business days paid leave. Such leave shall be in addition to any other benefits due to the employee upon retirement.
- C. Notwithstanding the foregoing, the terminal leave entitlement of (twenty) 20 days paid leave with pay 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 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, 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 his work. Such leave may, at the employee's discretion, be deducted from his vacation allowance.

### 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 his 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 or 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 him 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, or 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:

1. 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 Business Administrator.
2. 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;
3. The following procedure should be adhered to:
  - a. The employee will request in writing to the Department Head and include course description and cost.
  - b. 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.
  - c. 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.

## **ARTICLE 22 - CLOTHING AND TOOL 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 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 \$200.00

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 \$200 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 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 bodies that public employment should be confined to one municipality. However, under extreme circumstances, this may be waived by the Township governing body.

## **ARTICLE 25 - GRIEVANCE PROCEDURES**

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

### **Step One:**

Within thirty (30) days of the occurrence giving rise to the grievance, the individual shall present the grievance in writing to his 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, he/she may then take written notice of the grievance to the Business Administrator or his/her 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:**

A. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him 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 he 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.

B. 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.

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.

No employee shall be disciplined or discharged without just cause.

- 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.

## **ARTICLE 27 - RESIGNATION**

An employee who resigns shall tender his 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

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 improving employee performance, promotions, transfers, demotions, and lateral changes.
- B. Employees shall be observed 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.

Copies of all evaluations shall be placed in the Personnel office with a copy to the employee's file.

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. Effective and retroactive to 1-1-19 and through 1-1-20 all employees, shall receive to their base salary an increase of;
- 35 hour employees - \$2,100 Jan 1<sup>st</sup> 2019-2020
  - 40 hour employees - \$2,300 Jan 1<sup>st</sup> 2019-2020

1-1-21 and 1-1-2022 all employees shall receive to their base salary an increase of;

- 35 hour employees - \$2,300 Jan 1<sup>st</sup> 2021- 2022
- 40 hour employees- \$2,500 Jan 1<sup>st</sup> 2021-2022

Effective 1-1-19 the minimum supervisor salary shall be \$45,000.00

Effective 1-1-19 buffer of \$1,000.00 shall be maintained between the particular supervisor and the highest paid subordinate under their direct supervision.



1. **Stipends-**

**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)

**Public Safety:**

***TAC Officer-*** employees working in Police Dispatch holding the TAC Officer certificate shall receive a one-time stipend of \$1,500 dollars

***Matron-*** female employees holding a Matron certificate shall receive a one-time stipend of \$1,500.

**Department of Public Works:**

***ASE Master Technician*** - \$5,000 yearly Certification expires every five (5) years as such continued proof of certification shall be required to be furnished by employee.

***Class A CDL (full)***- one time stipend of \$2,000

***Class A CDL (restricted)***- one time stipend of \$1,500

***Clean Communities Coordinator*** - \$1,500 yearly (must be actively performing duties)

***CPWM-*** \$2,000 yearly (with continued proof of certification)

***License Reimbursement-*** Township shall reimburse the cost of maintaining a Backflow Certification

***Pesticide Certification-*** \$1,500 yearly (must be actively performing duties with continued proof of certification)

***Playground Certification-***\$2,000 yearly (must be actively performing duties with continued proof of certification)

***Recycling Coordinator*** - \$3,000 yearly (must be actively performing duties with continued proof of certification)

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



**Utilities:**

Utilities Supervisor who have earned their W (distribution) and C (collection) (levels 1, 2, 3 and 4) certifications shall receive a \$1,500.00 stipend yearly for each level of certification. W1 and C1= \$1,500.00; W2 and C2 = \$1,500.00; W3 and C3 = \$1,500.00 and W4 and C4 = \$1,500.00.

Utilities Supervisors who have earned their T (treatment) (levels 1, 2, 3, and 4) shall receive a \$1,500.00 stipend yearly for each level of certification. T1 = \$1,500.00; T2 = \$1,500.00; T3 = \$1,500.00; and T4 = \$1,500.00.

\*Note- this stipend shall only be paid for positions that do not require having any or all of above certifications as a requirement to their job title.

\*\*All annual stipend shall be paid in two (2) equal installments on or about July 1<sup>st</sup> of each year and December 15<sup>th</sup> of each year.

One time stipends shall be paid in whole.

**ARTICLE 31 – COMMUNICATIONS SUPERVISOR**

This Article shall apply to all regularly-appointed full-time Communications Supervisors in the OPEIU bargaining unit employed under the Administrative and Executive Departments of the Township of Manchester.

A. Hours of Employment

Hours of work shall be as provided in Article 8 of this Agreement.

B. Holidays and Personal Days

1. The Communications Supervisor shall replace two (2) holidays from the contract, Election Day and Lincoln’s Birthday, with two (2) floating vacation days.

The following shall be recognized as holidays under this Agreement, paid at eight (8) hours at time and one-half (1 1/2) if worked, straight time if not worked:

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 Day
July 4th (Independence Day)	Christmas Eve**
Christmas Day	

2. \*\*The Christmas Eve holiday shall only be granted when the holiday falls on Monday through Friday. The Communications Supervisor shall receive the holiday benefit for the Christmas Eve holiday only when the Township receives the benefit as described above.

3. Communications Supervisors shall receive payment for a holiday in their paycheck for the week in which the holiday occurred.

a. If a Communications Supervisor is not employed for a full calendar year, he/she shall only receive payment for the holidays which occurred during the time of employment.

4. Communications Supervisors shall also be entitled to four (4) personal days per year in accordance with the provisions of Article 15 of this Agreement, except as otherwise provided in this Article 31.

a. A Communications Supervisor may use a personal day to celebrate any 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.

b. 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 Communications Supervisor requesting it for valid, unexpected emergency. Personal days shall not accumulate from year to year.

d. 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**

1. 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 Communications Supervisors.

2. As an incentive, unused sick leave earned by the Communications Supervisor 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 Communications Supervisor uses five (5) sick days or less.

3. Upon retirement from the Township, a Communications Supervisor may use the accumulated sick leave as terminal leave to be taken prior to the normal retirement date, but only to the extent permitted by, and subject to the conditions contained in, Article 18, Terminal Leave, of this Agreement, which are incorporated herein in their entirety.

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 Communications Supervisor 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 Communications Supervisor who has accumulated more than the maximum sick leave days available under Paragraph C of Article 16 prior to January 1, 1989, 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 Communications Supervisor 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 Communications Supervisor 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 Communications Supervisor on sick leave whenever such requirement appears reasonable.

6. Administration of the sick leave policy shall be as outlined in departmental procedure.

7. Any Communications Supervisor 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, except as otherwise required

or permitted by applicable law. The Township shall have the right, for monitoring and administrative purposes, to require periodic reports from the Communications Supervisor's physician on the status of his ability to continue work within his classification.

9. Any Communications Supervisor 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 Communications Supervisor shall report his absence as promptly as possible.

D. **Disability**

The Communications Supervisors shall be entitled to leaves for disability in accordance with the provisions of Article 17 of this Agreement, which are incorporated herein in their entirety.

E. **Uniforms**

Appropriate uniform attire, as designated by the Chief of Police, shall be provided by the Township in accordance with the police uniform policy

## **ARTICLE 32 - LAYOFF AND RECALL**

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 classification 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 & AGENCY SHOP**

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.

**IN WITNESS THEREOF**, the parties have by their duly authorized representatives set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

Township of Manchester

Office and Professional  
Employees International Union, Local 32



Kenneth T. Palmer  
Mayor

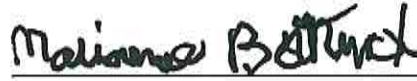


Bill Henning  
Business Manager

**ATTEST:**



Sabina T. Skibo  
Township Clerk



Marianne Borthwick  
Shop Steward

## MEMORANDUM OF AGREEMENT

The Township of Manchester (“Township” or “Employer”) and Office and Professional Employees International Union Local 32, Representing Supervisory Employees, (“Union”), on this \_\_\_ day of May, 2019, by way of settlement on the terms and conditions of employment to be contained in a successor to the parties’ most recent collective negotiations agreement that expired on December 31, 2018, hereby agree to the attached draft copy of this Agreement between Office of Professional Employees International Union Local 32, AFL-CIO Representing Supervisory Employees and Township of Manchester January 1, 2019 – December 31, 2022, subject to ratification by the parties’ respective principals:

- a. All other proposals made by either party that are not expressly contained within this Memorandum of Agreement are hereby withdrawn and shall be of no effect whatsoever.
- b. As part of this Agreement all Supervisors shall have a thirty-five (35) hour work week. Any Supervisor currently at thirty-two and a half (32.5) hours a week shall be compensated the additional 2.5 hours a week in their salary. This shall be separate and in addition to any raise they shall receive as a result of this Agreement.
- c. The foregoing terms and conditions are subject to ratification by the membership of Office and Professional Employees International Union Local 32, Representing Supervisory Employees, and by governing body of the Township of Manchester. The undersigned representatives executing this Memorandum of Agreement represent and warrant that they have negotiated the foregoing terms in good faith, that they will recommend that their respective principals ratify this Memorandum of Agreement, and that, to the extent that the undersigned representatives are eligible to vote for ratification, they themselves will vote in favor of ratification if called upon to do so.
- d. The effective date of this Memorandum of Agreement shall be the date upon which it becomes ratified by both parties.





FOR THE TOWNSHIP OF MANCHESTER

[Signature]

Sabrina J. Skibo

FOR OPEIU LOCAL 32 (SUPERVISORY  
COLLAR)

[Signature]

Margaret Bothwick

