

A G R E E M E N T

Between

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

**REPRESENTING
BLUE COLLAR EMPLOYEES**

and

TOWNSHIP OF MANCHESTER

JANUARY 1, 2015 - DECEMBER 31, 2017

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>NAME</u>	<u>PAGE</u>
	PREAMBLE-----	1
ARTICLE 1	RECOGNITION -----	1
ARTICLE 2	NEGOTIATION PROCEDURES-----	1
ARTICLE 3	EMPLOYMENT PROCEDURES -----	3
ARTICLE 4	VACANCIES AND POSTINGS -----	3
ARTICLE 5	MANAGERIAL RIGHTS -----	4
ARTICLE 6	EMPLOYEE RIGHTS -----	5
ARTICLE 7	OPEIU RIGHTS -----	6
ARTICLE 8	WORK HOURS -----	7
ARTICLE 9	OVERTIME & CALL IN/OUT-----	7
ARTICLE 10	PAY PERIODS AND DEDUCTIONS -----	9
ARTICLE 11	HEALTH INSURANCE -----	9
ARTICLE 12	VACATIONS -----	11
ARTICLE 13	LONGEVITY -----	12
ARTICLE 14	HOLIDAYS -----	13
ARTICLE 15	PERSONAL DAYS -----	14
ARTICLE 16	SICK LEAVE -----	14
ARTICLE 17	LEAVES -----	16
ARTICLE 18	TERMINAL LEAVE -----	17
ARTICLE 19	SPECIAL LEAVE -----	18
ARTICLE 20	BEREAVEMENT LEAVE -----	20
ARTICLE 21	CONTINUING EDUCATION -----	21
ARTICLE 22	CLOTHING AND TOOL ALLOWANCE -----	22
ARTICLE 23	PERSONNEL RECORD CHANGES -----	22
ARTICLE 24	OUTSIDE EMPLOYMENT -----	22
ARTICLE 25	GRIEVANCE PROCEDURES -----	22
ARTICLE 26	DISCIPLINARY ACTION -----	23
ARTICLE 27	RESIGNATION -----	24
ARTICLE 28	TERMS AND CONDITIONS -----	24
ARTICLE 29	EMPLOYEE EVALUATION -----	25
ARTICLE 30	SALARY -----	26
ARTICLE 31	OUT OF TITLE PAY -----	31
ARTICLE 32	LAYOFF AND RECALL -----	31
ARTICLE 33	DUES CHECKOFF & AGENCY SHOP -----	31

PREAMBLE

This Agreement entered into this 28th day of March 2016, 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, or sex, 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 organization as majority representative other than OPEIU for the duration of the 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 one-half (32 1/2) hours.
- B. **Part Time** - An employee that works less than twenty-one (21) hours per week, but receives no benefits.
- C. **Probation** - An employee in the process of a working test period of 90 days, with no benefits.
- D. **Regularly Appointed** - An employee appointed to a Township position, who has successfully completed a requisite probationary period and receives all full benefits and rights on a pro-rata basis for the first year of employment.
- E. **Temporary** - An employee hired for a position with a limited duration of ninety (90) 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 Officer on 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 and, subject to the provisions of contract, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - 3. to suspend, discharge and lay off or take other disciplinary actions for good and just cause according to law and administrative code guidelines of the municipality.
- 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 covenanted and agreed that participation on 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 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. 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.
- 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 evaluation of an employee by his supervisor or agent of the Township shall be subject to the grievance procedure contained herein.
- H. The Township and Union agree that all transfers of an employee shall not be enacted for discipline reasons and any transfer for discipline purposes shall be subject to the grievance procedure.
- I. Each employee of the Township shall have the right freely 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 1, 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.
- H. The Township shall provide adequate notice of any layoff actions.

ARTICLE 8 - WORK HOURS

- A. Hours of Employment. The standard work week shall consist of forty (40) hours for the following departments:
 - 1. 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
 - 2. 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 hour
 - 3. 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 hour, one night per week 1:00p.m.– 9:30p.m. including unpaid lunch period of one half hour.

- B. Voluntary change in work hours:

The Township may institute a flexible work day in departments they deem necessary to extend the hours certain offices would be open to conduct business. Any change to the existing work hours would only be instituted if employees, so affected, would be willing to change their schedules to accommodate the Township’s request. The selection of flex work hours would be done on a seniority basis. Once an employee volunteers to change their schedule, they must retain those hours unless the Township deems it is no longer necessary to have extended hours, or an employee in the same department is willing to change with said employee.

ARTICLE 9 – OVERTIME & CALL IN/OUT

- A. All overtime must be approved by the Business Administrator and Department Head.

- 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/her forty (40) hours. All times in excess of the 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.

Effective January 1, 2015, the maximum allowable compensatory time shall be eighty (80) hours per year. Compensatory time shall be issued pursuant to this Agreement, however, no time beyond eighty (80) hours shall be allowed to accumulate. Compensatory time shall be allowed to backfill to the maximum of eighty (80) hours. 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. All employees covered under this contract who are required to work while the Township building is closed due to inclement weather or emergency shall receive one (1) administrative hour for each hour worked while the Township building is closed not to exceed seven (7) hours per day.
- F. For the purposes of computation of overtime, all longevity earned will be applied.
- G. 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.
1. Any member who signs up for overtime and receives the overtime when his/her name is selected from the rotating list shall be dropped to the bottom of the list. All overtime shall be posted monthly and rotated equitably for each member of the respective department.
 2. 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.
 3. All overtime lists shall be posted monthly and rotated equitably for each member of the respective department.

H. CALL IN/OUT

1. 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.
2. 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 that employee will be compensated at a rate of \$100.00 per week for on call status.

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

ARTICLE 10 - PAY PERIODS AND DEDUCTIONS

- A. The Township pays all municipal employees every other Friday, with 26 pay periods for the year. 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.

ARTICLE 11 - HEALTH INSURANCE

- A. The Township shall provide to the employee and their family 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 as determined by the schedule set by the State of New Jersey P.L. 2011 Chapter 78.
 1. 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. 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 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. 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.

ARTICLE 12 - VACATIONS

- A. Each 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.

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, except as provided for in section B above.

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 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 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 full time employees.

ARTICLE 14 - HOLIDAYS

- A. Effective January 1, 2009, Lincoln's Birthday and Election Day are eliminated as holidays for all blue collar workers. Blue Collar employees will receive two (2) vacation days in lieu of the eliminated holidays. These vacation days will be available effective January 1st, of each year and will not be pro-rated in the event of 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
Veteran's Day	President's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 th (Independence Day)	Christmas Day

- B. All newly hired employees are eligible for **two** vacation days for the eliminated holidays if they are hired before July 1st of the year hired, and only **one** vacation day if hired on or after July 1st of the year hired.
- C. 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.
- D. 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

- A. 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.
- B. Effective January 1, 2014 part-time employees will receive four (4) personal days each year of the contract.
- C. The definition of personal time will be as follows:
 - 1. Personal time is a privilege granted by the municipality for use by the employee for unexpected and/or emergency conditions.
 - 2. 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.
 - 3. Personal leave shall be utilized as a minimum of ½ hour increments.

ARTICLE 16 - SICK LEAVE

- A. 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. 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. For the purpose of retirement, all sick days accumulated may be used as annual leave, however the employee will be limited to not more than 183 days for this purpose.
- B. Effective January 1, 2009, any new employee hired after January 1, 2009, shall **not** accrue sick leave time during the 3 month probationary period.
- C. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the employer or if sick leave is of (3)three consecutive work days or more in duration. Abuse of sick leave will be cause for disciplinary action.
- D. An employee absent on sick leave shall report his absence 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 soon as possible. ALL reporting of absences shall be made to your immediate supervisor or designee.

- E. 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.
- F. Sick leave will be assessed on a half hour {1/2} basis, with portions of leave half 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 10:30 a.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.
- G. 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.
- H. If an employee exceeds sick leave usage, whether still employed, or upon termination or resignation said monies are to be deducted from his/her paycheck or final check, as the case may be. If it is not possible to pay owed monies out of the last check, the employee will owe the Township the remaining balance of the days.
- I. Employees hired after January 1, 1985: Cap sick day accumulation to 183. All sick days earned in excess of 183 days will be reimbursed annual at a rate of \$50.00 per day.
- J. 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 individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

ARTICLE 17 – LEAVES

A. Work related Illness or Injury

1. 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.
2. 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.
3. 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 13 of the Revised Statutes of New Jersey** for temporary disability during the period of time such employee shall be absent from work on sick leave, which pay shall be computed based on annual salary at time of injury.
4. The employer retains the rights, in its discretion, to extend this period of payment in the above paragraph for such job-connected disability due to illness or injury beyond one (1) year.
5. The employer may require, at any time during the period of such disability, as described in the above provisions of **Chapter 15 of Title 34 of the Revised Statutes of New Jersey** for temporary disability, that the employee be examined by a physician selected by the employer for such purpose.

6. 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.
7. The parties agree that an employee's prolonged absence from work because of a job-connected 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

1. 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.
2. 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 Sick Leave of this program.
- B. 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 in place 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.

- C. Effective January 1, 1985 a permanent full-time employee who retires after the completion of twenty-five (25) years or more of service with Manchester Township shall be entitled to thirty (30) calendar days leave with pay. Such leave shall be in addition to any other benefits due to the employee upon retirement.

Notwithstanding the foregoing, the terminal leave entitlement of (30) thirty calendar days leave with pay has been eliminated for all new employees hired on or after the date upon which this Agreement is ratified by each party.

- 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 of 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

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

B. Personal Business

- 1. Upon approval by the Business Administrator, an 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

- 1. An employee of the Township will be given time off without loss of pay

or other benefits when:

- a. Performing jury duty;
- b. 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 office of the Township;
- c. 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

1. 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 current New Jersey and Federal Statutes. 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.
2. 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.
3. 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

1. 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 current New Jersey and Federal Statutes.
2. 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 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.

3. 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.
4. In all cases of military training leave, the employee shall continue to receive all benefits.

F. Convention Leave

1. 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 forty (40) hours 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 individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- B. If the funeral is outside the State of New Jersey, an additional twenty (20) hours may be granted upon the approval of the Business Administrator. In no case shall the total bereavement leave exceed sixty (60) hours.
- C. Bereavement leave must be taken contemporaneous to the death or memorial

services of the immediately family member.

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 provided the continuing education will benefit the Township, not to exceed \$2,000.00 cost to Township per seminar/conference/workshop/program, provided that the continuing education will benefit the Township.
- B. 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 the 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 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 \$150.00

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

ARTICLE 23 - PERSONNEL RECORD CHANGES

Employees are responsible for keeping their personnel records correct and up-to-date. Any changes in an employee's name, number of dependents, address, telephone number or other vital information should be reported immediately to their Department Head, 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 Business 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 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 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.

Step Three:

If, in the opinion of the OPEIU Business Agent, the grievance is meritorious, then the Union shall 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.

Step Four:

1. 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. 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.
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.

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 a
 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 employment.
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.

No employee shall be disciplined or discharged without just cause.

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 (2) 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

This Agreement shall have an effective period beginning January 1, 2015, and terminating December 31, 2017, subject to the provisions of this Article.

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 qualifying employee for adjustments in salary.
- 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 employer.
 - 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. Step Placement of Employees – Employees shall be placed into their respective department/division’s step guide at the step commensurate with their years of service with the Township as of and retroactive to January 1, 2015. An employee shall not be placed into step guide at a lower value of their 2014 salary.

1. An employee may be placed at a higher step upon recommendation of their Department Head to the Business Administrator and upon a showing of reliable experience.
2. Upon reaching their anniversary dates in 2015 they shall move up to the next step and then yearly thereafter on their anniversary dates. Step increases for anniversary dates in 2015 and 2016 that pre-dated the date upon which this Agreement was concluded and ratified by each party shall be retroactive to the appropriate anniversary dates in 2015 and 2016.
3. An employee who attains Step 15 of his or her applicable step guide shall receive an annual salary increase equal to 2% of his or her current base salary effective January 1 of the year immediately following the year in which he or she attains Step 15, and shall also receive an annual salary increase equal to 2% of his or her current base salary effective January 1 for each succeeding year through 2018.
4. Newly hired employees may be placed above Step 0 upon recommendation of their Department Head to the Business Administrator and upon showing of reliable experience.
5. Employees whose position requires a Commercial Driver’s License (CDL) and who hold a valid CDL prior to being hired by the Township shall be given a one-step increase upon placement into step guide.
 - a. If a CDL is achieved after an employee is hired, through the assistance of the Township, the employee will not be compensated the one step increase.
6. Employees promoted from Light Equipment/Truck Driver/Laborer to Heavy Equipment Operator shall receive a salary increase of at least \$2,000. If lateral step assignment from Light Equipment Salary Guide to Heavy Equipment Salary Guide does not increase salary by at least \$2,000 the employee shall move to the next highest paying step, not to exceed \$49,000.

A. Sign/Light Equipment Operator/ Truck Driver/Laborer & Maintenance Step Guide

Step	Sign/Light Equipment Operator/Truck Driver/Laborer and Maintenance Worker
	2015 -2018
0	28,500
1	30,000
2	31,500
3	33,000
4	34,000
5	35,000
6	36,000
7	37,000
8	38,500
9	40,000
10	42,000
11	42,750
12	43,500
13	44,250
14	45,000
15	46,000

B. Field and Meter Service Worker Step Guide – Utilities

Step	Field & Meter Service Worker
	2015 - 2018
0	31,000
1	32,500
2	34,000
3	35,500
4	36,500
5	37,250
6	38,000
7	39,000
8	40,000
9	41,500
10	43,500
11	44,750
12	45,500
13	46,250
14	47,000
15	47,750

1. Utilities employees 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.
2. Utilities employees 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.

C. Heavy Equipment Operator / Truck Driver Step Guide

Step	Heavy Equipment Operator/ Truck Driver
	2015 - 2018
0	32,000
1	33,000
2	34,000
3	35,500
4	36,500
5	37,000
6	37,500
7	38,500
8	40,000
9	41,500
10	43,500
11	44,750
12	45,500
13	46,250
14	47,000
15	49,000

D. Mechanic Step Guide

Step	Mechanics
	2015 - 2018
0	32,500
1	34,000
2	35,500
3	37,000
4	39,500
5	41,000
6	42,500
7	44,000
8	45,500
9	47,000
10	48,500
11	50,000
12	51,250
13	52,000
14	52,750
15	53,500

1. Employees reaching certification of ASE Master Technician status shall receive a \$5,000 yearly stipend for holding this certification. Certification expires every five (5) years as such continued proof of certification shall be required to be furnished by employee.
 - a. The Master Technician annual stipend shall be paid in two (2) equal installments on or about July 1st of each year and December 15th of each year.

Note: Employees who are placed at a salary that is out of the employee's applicable step guide, but is below the Step 15 salary for the employee's applicable step guide, shall move to the next-higher step upon reaching their anniversary dates in 2015.

ARTICLE 31- OUT OF TITLE PAY

In the event an employee is assigned to perform work in a job classification higher than his/her title he/she shall be paid, at the completion of the second day, \$25.00 per day.

This will take effect after the first day of out of title work is completed and shall be retroactive to the first day worked.

ARTICLE 32 - LAYOFF AND RECALL

The Township and the Union agree that all layoff and recall will be based upon the Civil Service guidelines.

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.

The Township hereby agrees to incorporate an Agency Shop agreement in accordance with New Jersey Statutes with non-membership fee of 85%. The Union agrees to conform to all demand and return specifications as well as to hold the Township safe and harmless on all transmission of receipts made under this provision. The Union shall provide the Township with a copy of its demand and return system.

IN WITNESS THEREOF, the parties have by their duly authorized representatives set their hands and seals this 13th day of July, 2016.

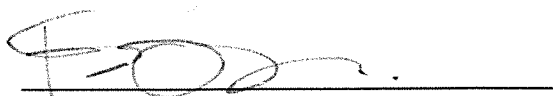
ATTEST:

Township of Manchester

Office and Professional
Employees International Union, Local 32

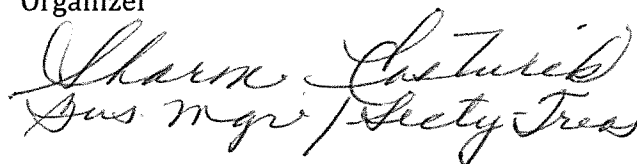


Kenneth T. Palmer
Mayor

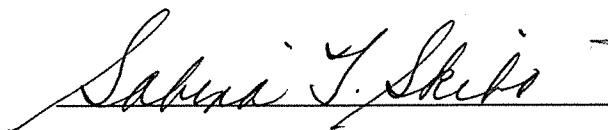


Karevin Barnes
Business Representative
Organizer

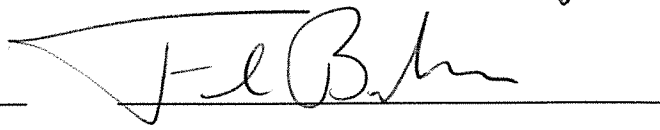
ATTEST:



Sharon Costello
Suzinger Society Treas



Sabina T. Skibo
Township Clerk



Fred Bakker
Blue Collar Steward