

**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, 2009 - DECEMBER 31, 2011**

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## **PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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.

**1. 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.

**2. Part Time** - An employee that works less than twenty-one (21) hours per week, but receives no benefits.

**3. Probation** - An employee in the process of a working test period of 90 days, with no benefits.

**4. 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.

**5. Temporary** - An employee hired for a position with a limited duration of 90 days with no benefits and no paid holidays.

**6. 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:

The executive management and administrative control of the Township Government and its properties and facilities and the activities; 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; and 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.** The Township shall provide the Chief Shop Steward with use of a Township vehicle, if available, for attendance at Public Employment Conferences and Seminars coordinated by the Commission. The vehicle must be signed in and out on such use and must bear Municipal tags or plates.

**E.** 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.

**F.** 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.

**G.** 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.

**H.** The Township shall provide the Union with copies of any disciplinary notices of bargaining unit members and concerning 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 and Recycling - 7:00 a.m. to 3:30 p.m., including unpaid lunch period of one half hour
- (2) Building Superintendent - 8:00 a.m. to 4:30 p.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 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.

Effective January 1, 2009, the maximum allowable compensatory time shall be five (5) days (40 hours) per year. Compensatory time shall be issued pursuant to this Agreement, however, no time beyond five (5) days shall be allowed to accumulate. 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. All compensatory time earned pursuant to this agreement must be utilized in the same year as earned. There shall be no carryover of compensatory time into the following year. Any exceptions to the above shall only be with the written approval of the Business Administrator with the recommendation by the appropriate Department Head. All time carried over shall be utilized at the rate earned.

In the event of unusual circumstances or situations, the Township Administrator may require an individual to work overtime. The Business Administrator may either compensate monetarily for the overtime, or extend compensation of time off in lieu of services rendered.

**E.** For the purposes of computation of overtime, all longevity earned will be applied.

**F.** 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.

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.

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.

**CALL IN/OUT:**

- A. 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.
- B. A minimum of two (2) hours pay will be given when an employee is called in to work outside the normal work hours.

**ARTICLE 10 - PAY PERIODS AND DEDUCTIONS**

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 will provide to the employee and their family health insurance coverage. All Township employees will have a choice in the selection of their health coverage. Effective January 1, 2009, the plan of contract will be the Aetna Health Insurance Plan. Anyone so choosing the new Qualcare or other healthcare plans shall pay the full difference between Aetna and the plan. This shall be taken as a bi-weekly deduction from gross salary. The prescription plan shall be as follows:

- 1. Generic Prescription - **\$5.00 co-pay**
- 2. Non-generic prescription where no generic is available

- \$5.00 co-pay

3. Non-generic where a generic is available - \$20.00.

If an employee who has chosen the PPO as his/her health insurance option determines to select a physician who is not in the POS(Point Of Service) network, that employee so choosing must pay any deductible incurred as a result of the out-of-network selection.

- 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 on all medical and prescription coverage shall be made available by the employer for review and copying.
- C. The employer will provide the employee and the employee's family at no cost, except as otherwise noted health insurance coverage as described in general terms herein for full-time employees who have been employed continuously for three (3) months. Temporary and part-time employees are not eligible for this benefit. The Township reserves the right to change insurance carriers provided that the level of benefits is equal to or greater than the coverage provided.
- D. In addition to the above paragraphs in this Article the employer shall maintain alternative medical plans in which each individual employee with their family covered by this agreement may individually elect to annually enroll. Co-pays of alternative medical plan HMO's minimally will be equal to the plan of contract.

Alternative medical plans shall include:

1. Ocean/Monmouth Regional Employee Benefits Fund - PPO (\$20.00 co-pay)
2. Horizon Blue Cross Blue Shield of New Jersey HMO - (\$20.00 co-pay)

Emergency room visits co-pay shall be \$50.00.

- E. The employee can elect not to participate in the Townships health insurance plan. In consideration, their option out of the plan they will be reimbursed 30% of the plan of contracts annual premium in the category they would have been enrolled. The reimbursement will be paid in two installments, semi-annually.

- F. The township shall maintain at no cost to the employee a ten thousand (\$10,000) dollar life insurance policy on each full-time employee.
- G. The employer agrees after one (1) year of employment to reimburse a maximum of \$200.00 to the employee toward the purchase of eyeglasses and examination by recognized optometrist of the employee's selection.
- H. 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 Administrator.
- I. The coverage for orthodontics shall be \$1,000.00.
- J. Effective July 1, 2006, new employees will receive health benefits for the employee only. The employee will be permitted to have dependents added to the contract with an employee contribution of 5% of the cost of the additional premium, in an amount not to exceed \$500.00.

All employees may request written context of any and all health, dental and insurance programs available.

#### 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 provided by the Township. The Township does not provide dental or prescription benefits 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.

All retirees may request written context of any and all health, dental and insurance programs available.

**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>8 Hrs./5 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:

(a) Selection of vacation shall be based on seniority within your department.

(b) 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.

(c) 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.

(d) 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.

### **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%

**ARTICLE 14 - HOLIDAYS**

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 1<sup>st</sup>, 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           |
| Washington's Birthday                   | Veteran's Day          |
| Good Friday                             | Thanksgiving Day       |
| Memorial Day                            | Day after Thanksgiving |
| July 4 <sup>th</sup> (Independence Day) | Christmas Day          |

Upon ratification of this contract, 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 after July 1st of the year hired.

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

**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.

Effective January 1, 2006 part-time employees will receive two (2) 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. 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. Effective January 1, 2009, any new employee hired after January 1, 2009, shall **not** accrue sick leave time during the 3 month probationary period.

An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the employer. Abuse of sick leave will be cause for disciplinary action.

An employee absent on sick leave shall report his absence as early as possible, no later than one (1) hour after the start of his working day, 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 your Department Head.

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 sick 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.

The employer retains the rights, in its discretion, to extend this period of payment in the above paragraph for such job connection disability due to illness or injury beyond one (1) year.

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.

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.

Sick leave is hereby defined to mean absence from position by an employee due to illness and/or injury certified by the employee's doctor or physician appointed by the governing body of the employee after five (5) consecutive days.

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.

Effective January 1, 2009, all vacation and personal leave shall be utilized as a minimum of half hour increments.

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.

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 \$40.00 per day.

## **ARTICLE 17 - LEAVES**

### **A. Absence Due to Personal Illness or Disability**

The rules which follow in this sub-section apply to the payment of salaries during periods of illness or disability for regular, permanent employees. Should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave. Temporary or part-time employees are not entitled to compensation for such absences.

All absences due to illness or disability shall be reported to his Department Head with indication of expected duration, if known, and requirements under "Sick Leave" apply to reporting or same.

In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report.

Any absence due to illness or disability in excess of three (3) working days, may, at the discretion of the Department Head, require a written statement from the attending physician. The Township also reserves the right to require the employee to be examined by the Township physician and certified as fit for duty before returning to work.

### **B. Absences Due to Disability in the Performance of Duty**

A salaried employee injured on the job in the performance of his duties shall receive full salary payments during his absence.

Such time shall not be charged against his personal sick leave, and when any payment under Worker's Compensation is made to the employee, the Township shall pay the employee the difference between the compensation payment and his full pay during the period of his absence. (In most cases, the regular salary is paid and the compensation check is turned over to the Township.)

## **ARTICLE 18 - TERMINAL LEAVE**

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.

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 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, unless the laws of the State of New Jersey permit a lump sum payment in lieu thereof if funds are available. The employee shall have the option of selecting the method under which he wishes to take the terminal leave which the employee is entitled. The Township will consider alternate payment schedules proposed by the employee.

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.

## **ARTICLE 19 - SPECIAL LEAVE**

### **A. Leave of Absence Without Pay**

An employee may be granted a specific period of leave without pay for a specific purpose when recommended by the Department Head and approved by the Township Administrator. Applications for leave without pay must be submitted thirty (30) days in advance of said leave, in writing, to the Department Head. Said application shall state the employee's reason for requesting such leave; and contain a statement that he is not withdrawing from his retirement fund contribution; and that he

intends to return to Township service. In cases of emergency, the thirty (30) day advance notice could be waived at the discretion of the Business Administrator. The leave period not to exceed six (6) months at any one time.

Such leaves of absence may be renewed for an additional period, not to exceed six (6) months only by formal action by the Township Administrator. No further renewal may be granted. Should an employee fail to return promptly after his leave of absence has expired, he will be considered to have resigned from his position.

**B. Personal Business**

Upon approval by the employee's Department Head, he 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 office 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. Maternity Leave**

A female employee with permanent status, will be granted permission to use 75% of her accumulated sick leave for maternity leave. A leave of absence without pay will be granted thereafter. (See Leave of Absence without pay.)

A leave of absence, without pay, not in excess of six (6) months shall be granted to any full-time female employee for maternity leave. Thereafter, should the employee fail to return to work promptly after her leave of absence has expired, she will be considered to have resigned her position.

**E. 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 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.

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.

**F. 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 current New Jersey and Federal Statutes.

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.

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.

**G. 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**

Every full-time employee may be granted up to five (5) days leave with pay upon the death of an immediate family member. Such leave shall commence from the date of death for a period not to exceed five days from that date. Additional leave of up to five (5) days for travel outside the State of New Jersey, if necessary, may be approved by the Business Administrator upon request.

Immediate family member shall include spouse, children, parents, brothers, sisters, in-laws, grandparents, legal guardian, step-parents, step-children and spouse's parents, brother and sisters, and grandchildren of spouse and employee.

**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, non-accredited courses, accredited college courses, and college courses while enrolled in a degree program.

In order to encourage continuing education, the Township

will pay costs reasonably related to the programs included in the definition of continuing education. These costs may include tuition, registration, books and publications, parking, mileage, or other transportation, and meals and lodging if the program is away from the immediate area.

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;

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;

- a. The employee will obtain a Requisition to Purchase form from their Department Head and fill out all necessary information including a copy of the course(s) to which the employee is seeking to enroll.

- b. The employee will submit the completed request form to his Department Head for their approval and their response must be returned to the employee within ten (10) days.

- c. The employee must then submit, if approved, the requisition to the Township's Purchasing Department for approval and their response must be returned to the employee within ten (10) days.

- d. Upon approval by the Department Head and the Township, the employee may begin courses, during which time he must, if reimbursement is sought, keep a mileage log from portal to portal.

- e. Upon completion of the course(s) with a grade "C" or better and/or a Certificate of Completion, the employee is entitled to be reimbursed for costs set forth above. The employee shall submit to the Township's Department of Finance the following documents in order that reimbursement and/or payment for these costs can be made:

1. Copy of the Pre-approved Requisition for

Purchase.

2. Copy of the mileage log which shows the date and the mileage driven from portal-to-portal to attend courses.
3. Copy of the certificate(s) and/or grade(s) received fro the course(s).
4. Copy of the bill from the educational institution.

f. Upon submittal of these documents to the Department of Finance, the Township will send a voucher to vendor, Educational Institution and within sixty (60) days of receipt from the Educational Institution of that signed voucher, will make payment to the employee or institution.

3. The employee's attendance at the program will not adversely affect the functioning of the division or department in the employee's absence.

Those employees who receive college credits (minimum of ten (10) college credits in job-related courses) for expertise and knowledge in approved job-related courses and who have been continuously employed by the Township of Manchester for five (5) years, shall be entitled to a lump sum payment in the amount of \$500.00. This payment shall not be paid annually thereafter, and shall not be added to the base salary for computation of longevity, overtime or pension.

The Mayor and/or Business Administrator of Manchester Township shall have the right to review and make the necessary determination concerning the job relationship of college credits earned by employees.

## **ARTICLE 22 - CLOTHING AND TOOL ALLOWANCE**

All uniformed employees will be provided, without cost, all tools required to perform their duties, safety equipment and one (1) pair of boots, if needed, with the approval of the Department Head, excluding underclothing and foot socks. All changes in the Road Department or Building Department, equipment, styles or requirements and replacements shall be provided without cost to the employee.

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

#### **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, address, telephone number or other vital information should be reported immediately to your 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 Administrator. If it is determined that conflicting schedules would exist or interference with public employment in Manchester Township, it represents grounds for denial.

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

#### **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 either verbal or in writing as requested.

**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 Township 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:**

**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. 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.

**C.** 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 any employee may include, but not limited to, the below listed offenses:

- (a) Neglect of Duty.
- (b) Incompetency or inefficiency.
- (c) Incapacity due to mental or physical disability.
- (d) Insubordination or serious breach of discipline.
- (e) Intoxication while on duty.
- (f) Chronic or excessive absenteeism.
- (g) Disorderly or immoral conduct.
- (h) Willful violation of any of the provisions of the statutes, rules or regulations relating to the employment of public employment.
- (i) The conviction of any criminal act or offense.
- (j) Negligence or willful damage to public property or waste of public supplies.
- (k) Conduct unbecoming an employee in the public service which adversely reflects on the Township.
- (l) Misconduct
- (m) 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 thirty (30) calendar days prior to the effective date of the resignation, in order to provide sufficient time for appointing and training a replacement.

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

#### **ARTICLE 28 - TERMS AND CONDITIONS**

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

It shall be expressly understood that terms and conditions

of employment between the parties upon expiration of the Agreement shall be subject to renegotiation by the parties until such time as a new Collective Agreement is secured.

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

#### **ARTICLE 29 - EMPLOYEE EVALUATION**

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.

Employees shall be observed by their Department/Division Director no less than two (2) times 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.

Employee shall be advised of the department evaluation schedule and notification of evaluation by his immediate supervisor.

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.

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.

The Township reserves the right, based on the recommendation of the supervisor and the Business Administrator, to withhold increments and contract raises based upon unsatisfactory employee performance.

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**

#### **Wages:**

Effective January 1, 2009, all employees shall receive an increase of \$5,000.00 to base salary.

Effective January 1, 2010, all employees shall receive an increase of 3% to base salary or the minimum salary, whichever is greater.

Effective January 1, 2011, all employees shall receive an increase of 3% to base salary or the minimum salary, whichever is greater.

Effective January 1, 2009, the minimum starting salary for a "Laborer", shall be \$26,000.00 and \$26,500.00 with a CDL License.

### **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, \$14.00 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**

In the event of a layoff of any municipal employee, layoffs will be based on seniority with full-time senior employees having preference. Seniority shall be determined by title and position with the least senior person in title and position the first to be laid off. In the event of equal seniority title and position, seniority shall be determined by continuous length of service within the department affected by the layoff. If seniority is equal in title and position and in department, then seniority will be determined by seniority with continuous employment in the Township.

Recall to the position will remain in effect two (2) years from the date of layoff. Recall will be in the reverse order of layoffs.

As an example of layoff and recall, if a layoff occurs in position in Title A, the last employee hired for position in Title A will be the first to be laid off. However, if that employee has been continuously employed by the Township in another position and title, the employee will have the right to resume his former position and title with the Township and replace any person with less seniority in that job title and position. If the employee who is attempting to resume a former position and title at the same seniority as another person in that position and title, the employee with seniority and continuous employment with the Township shall be entitled to the position and title.

For seniority purposed under this contract, the following definition of seniority will apply:

Seniority will attach after any probationary period for a full-time permanent position and title, retroactive to the date of the employee's hire for the position and title, or promotion to the position and title on January first, with a ninety (90) day probationary period, the employee's seniority will commence on the January first date after the successful completion of the ninety (90) day probationary period.

### **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 of deductees 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**ATTEST:**

Township of Manchester

Office and Professional  
Employees International Union,  
Local 32

\_\_\_\_\_  
Michael Fressola  
Mayor

\_\_\_\_\_  
Allen Byron  
Secretary/Treasurer,  
Business Manager

**ATTEST:**

\_\_\_\_\_  
Sabina T. Skibo  
Township Clerk

\_\_\_\_\_  
Sharon Eastwick  
Asst. Business Manager

\_\_\_\_\_  
Richard Erving, Shop Steward

\_\_\_\_\_  
Robert Tonge, Committee Member