

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, 2022 - DECEMBER 31, 2025

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PREAMBLE

This Agreement entered into this _____ day of September 2023, by and between the Township of Manchester, a public Corporation of the County of Ocean, New Jersey, hereinafter called the Township and the Office and Professional Employees International Union, Local 32, AFL-CIO, hereinafter called the Union or the OPEIU as follows:

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

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - NEGOTIATION PROCEDURES

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

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

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

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

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

- C. The Township shall not negotiate with any employees as defined in Article 1 or recognized by any 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 6 months during which the employee may be terminated without cause. Benefits to commence after 60 days of employment. Provided the employee completes 6-months' probation, the probationary period will count toward accrual, but not use, of paid time off. Accrued paid time off shall become available upon successful completion of the probationary period.
- D. **Regularly Appointed** - An employee appointed to a Township position, who has successfully completed a requisite probationary period and receives 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 one hundred eighty (180) days with no benefits and no paid holidays.
- F. **Per Diem** - An employee retained for a daily working activity with no benefits.

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

ARTICLE 4 - VACANCIES AND POSTINGS

- A. It shall be understood that the Township through its Personnel Office shall post all vacancies or new positions affecting positions and titles covered by the Union. Posting shall allow in-house personnel to apply for said positions.
- B. All postings shall be for a minimum of seven (7) days listing the position and salary range. This posting shall allow in-house personnel to notify the Personnel Officer of their intent to apply for this position and secure the necessary application.

- C. The overall requirements and criteria for any new or existing position created by the Township shall be set by the Mayor or Business Administrator and posted by the Personnel 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, promote, transfer, assign, and determine their qualifications, duties and, subject to the provisions of the contract and applicable laws, schedule, layoff and recall, and set the conditions of continued employment;
 - 3. to suspend, discharge or take other disciplinary actions for good and just cause according to law and administrative code guidelines of the municipality. The Township may, in its discretion, terminate a probationary employee without cause;
 - 4. to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service and the assignment of work.
 - 5. All discretionary or permissive language contained within federal and/or state leave laws, including but not limited to the Family Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the New Jersey Security and Financial Empowerment Act ("NJ SAFE Act") (P.L. 2013, c.82) and regulations promulgated pursuant to those statutes or comparable leave laws (collectively "leave law(s)") shall be a management prerogative. Any leave or absence, whether paid or unpaid, that is also covered under any of leave law(s) as well as a leave or absence under any leave law(s) shall run at the same time. Notwithstanding anything contained in this agreement to the contrary, the terms of this provision (Article 5, Section 5) shall become effective only at such time as all of the Township's unionized employees, including all unionized law enforcement employees, have agreed through collective negotiations to language vesting the Township with the authority provided by this provision.
 - 6. The Township's authority and right to act in a matter is only limited by and to the extent of the express language contained within this Agreement.
 - 7. The Township reserves the right to require, at its expense, a fitness for duty or functional capacity exam of an employee returning from a medical leave

of absence related to the employee's own serious health condition including but not limited to an FMLA leave.

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

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is 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 except that the Township may terminate a probationary employee without 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.

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

- B. No employee will be disciplined or called to a meeting that would result in discipline without a Union representative present, if the Union member so chooses. A Union member will be advised of their right to have a Union member present.

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

An informal hearing will be conducted by the Department Head, Business Administrator or his/her designee with the employee and a Union representative present.
- G. Any disciplinary 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 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 Business 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 Business 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. See Article 32 – Layoff and Recall.

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.

4. If an employee is requested to work more than eight (8) hours in any given day, after the first four (4) hours in excess thereof, the employee shall be entitled to a meal allowance of fifteen dollars (\$15.00).
5. Commencing the day of Memorial Day until the day after Labor Day, summer hours of 6:00 a.m. to 2:30 p.m. will be in effect. This provision shall not apply/affect the Division of Utilities or Buildings & Grounds. Implementation and any continuation of the foregoing will be at the Township's discretion.

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. Unused compensatory time shall be paid at the end of the calendar year in which it accrued. All requests for time off utilizing compensatory time must have the approval of the Division Head. Approval of use of comp time is within the sole discretion of management and the basis for denial can include but is not limited to the use will result in overtime. Compensatory time may be accrued up to a maximum of 80 hours within a calendar year meaning it does not regenerate during the calendar year – it can only accrue up to the capped amount during the calendar year. In the event of unusual circumstances or situations, the Business 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 \$275.00 per week for on call status.

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

ARTICLE 10 - PAY PERIODS AND DEDUCTIONS

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

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 Tier IV of the schedule set by the State of New Jersey P.L. 2011 Chapter 78. Present employees may switch voluntarily to Omnia and so long as the employee continues with Omnia the employee's contribution rate will be reduced to Tier III of Chapter 78. For employees hired on or after 1/1/2024, Omnia shall be the base plan and if the employee selects any other plan, the employee will be responsible for any additional costs and contributions.
 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 and a copy of current authorized provider claims history. All 4th quarter reimbursement claims must be submitted to Personnel for the calendar year no later than March 31st of the following year. Reimbursement shall end in any year once the employee reaches the applicable individual annual co-insurance maximum under the employee's chosen plan.

- B. Booklets describing the benefits under this Article will be provided to the local bargaining unit following the execution of the new contract, when full information becomes available. Plan documents and plan summaries for medical and prescription coverage are available on the New Jersey Division of Pension and Benefits website.
- C. The Township shall maintain at no cost to the employee a ten thousand (\$10,000) dollar life insurance policy on each full-time employee.
- D. The employer agrees after one (1) year of employment to reimburse the employee toward the purchase of eyeglasses and examination by recognized optometrist of the employee's selection, up to a maximum of \$300.00.
- E. Replacement of eyeglasses damaged in the line of duty will be the responsibility of the employer after a written report is reviewed by the Business Administrator.
- F. The coverage for orthodontics shall be \$1,500.00.
- G. As of open enrollment in 2023, the 80/20 plan will be available to eligible employees effective January 1, 2024, provided the employee pays any additional cost.

H. Retiree Eligibility

All eligible employees with twenty-five (25) or more years of creditable service in the State pension system, 20 years of which is 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. Premium contributions toward medical benefits shall be made pursuant to Tier IV of 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

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. During the probationary period the employee will accrue vacation time on a pro-rata basis. Upon successful completion of the probationary period, vacation will be credited based upon a ½ day per full month of employment commencing on their start date up to the following calendar year.

An employee earns vacation time on a pro-rated basis throughout the 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 earned.

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

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

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

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) floating 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
Martin Luther King Day
Veteran's Day
Good Friday
Memorial Day
Juneteenth*
July 4th (Independence Day)

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

*Juneteenth shall be observed on the 3rd Friday in June.

**Christmas Eve shall only be observed when it falls on a normal business day (Monday-Friday).

- B. All employees hired on or after January 1, 2009, are eligible for **two** floating holidays days if they are hired before July 1st of the year hired, and only **one** floating holiday 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 Business 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

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

- 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, accumulated sick leave will be paid in accordance with Article 18.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Sick leave is defined as Township paid leave approved for:
 - 1. Employee illness or injury;
 - 2. Medical appointments for illness;
 - 3. Temporary disability due to childbirth;
 - 4. Care for member of immediate family;
 - 5. Death in immediate family; and
 - 6. Adoption of a child.

Immediate Family is defined as:

- 1. Spouse, and parents thereof;
- 2. Sons and daughters, and spouses thereof;
- 3. Parents, and spouses thereof;
- 4. Brothers and sisters, and spouses thereof;
- 5. Grandparents and grandchildren, and spouses thereof;

6. Any individuals related by blood to the employee and a legal ward of or subject to guardianship by the employee, who resides permanently with the employee.

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 six (6) months from the date of such disability after six months the employee will be compensated pursuant to New Jersey Worker's Compensation, provided such employee is incapable of performing his duties as a Township employee, and that such disability(s) is established by competent physician of the Township's choice.
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 34** 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 six (6) months.
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 – RETIREMENT PAYOUT

- A. An employee of Manchester Township who retires with 25 years or more of service with the Township or is disabled and pensioned under the New Jersey Public Employees Retirement system, shall be entitled to a retirement payout from such accrued leave as set forth and provided under Sick Leave of this program.
- B. Upon retirement, a maximum of 183 sick days may be accrued and paid to the employee. A retiring employee will have the choice of either a lump sum payment to be paid 30 days after the effective retirement date or to split the payment in two equal sums with the first ½ due 30 days after the effective retirement date and the second ½ due the following calendar year.
- C. Effective January 1, 1985 a 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 twenty (20) days paid leave. Such leave shall be in addition to any other benefits due to the employee upon retirement.

Notwithstanding the foregoing, the terminal leave entitlement of twenty (20) days paid leave has been eliminated for all new employees hired on or after July

13, 2016.

- D. Notwithstanding any other provision of this Agreement to the contrary, and in accordance with *N.J.S.A. 40A:9-10.4* (P.L. 2010, c.3), any employee who commenced service with the Township on or after May 21, 2010, shall not receive any compensation for unused, accumulated sick leave, whether in the form of payment 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 individuals related by blood to the employee and a legal ward of or subject to guardianship by the employee, who resides permanently with the employee.
- B. If the funeral is outside the State of New Jersey, an additional 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 immediate family member.
 1. Memorial Services - One (1) day of contractual bereavement leave may be granted within one hundred twenty (120) days of the date of death of an immediate family member as defined in A.1 to attend a memorial service in lieu of funeral services.

ARTICLE 21 - CONTINUING EDUCATION

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

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

- A. 100% of conferences, seminars, workshops and certificate programs 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 PEOSH compliant/safety rated steel toe/composite toe protective footwear ("protective footwear"), 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 protective footwear reimbursement is \$250.00

Employees may opt to visit an approved vendor to obtain protective footwear through use of a voucher system. Protective footwear shall not exceed \$250 in value. A list of approved vendors will be made available through the Purchasing Department.

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, marital status, address, telephone number or other vital information should be reported immediately to their Department Head, who shall in turn, report the necessary changes in writing to the proper Department.

ARTICLE 24 - OUTSIDE EMPLOYMENT

Prior to commencing employment with the Township or to commencing outside employment once employed by the Township, the employee shall complete a disclosure form which shall be submitted to the Business Administrator for a conflict check.

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 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/her designee, who will conduct a grievance hearing. A notice of decision from the grievance hearing shall be provided to the individual in writing within fifteen (15) days of that date. Grievances shall be drafted so as to provide the Township with reasonable notice as to the contract provisions alleged to have been violated, and the person(s) to whom the grievance applies.

Step Three:

If, in the opinion of the OPEIU Business Agent, the grievance is meritorious, then the Union 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. Two or more related grievances may be consolidated for hearing where the parties mutually agree to do so in writing. Should the union wish to convert a grievance into a group/class grievance, it shall provide written notice to the Township no later than thirty (30) days before the arbitration hearing. The arbitrator shall also be bound by the applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereof. The decision of the arbitrator shall be final and binding according to law and issued within thirty (30) days from the close of the proceedings.

2. The cost of the services of the arbitrator shall be borne equally between the Union and the Township. Any other expense incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

3. It shall be expressly understood that all proceedings under this Article shall be private and attendance by the public shall be excluded. Attendance at the proceedings shall be limited to a maximum of two representatives for the Township and two representatives for the Union, the grievant, and an attorney for the Township, the Grievant and the Union. All proceedings will be scheduled at the Township's Municipal Building.

ARTICLE 26 - DISCIPLINARY ACTION

A. The Township agrees to adopt a progressive discipline policy and incorporate the same as if part of this Agreement. The OPEIU recognizes that proper cause to discipline 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.
14. Violation of Township policies, procedures and regulations.

No employee shall be disciplined or discharged without just cause.

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

ARTICLE 27 - RESIGNATION

An employee who resigns shall tender his resignation in writing to the Department Head with a copy to the Business Administrator at least two (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, 2022, and terminating December 31, 2025, 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 improving employee performance, promotions, transfers, demotions, and lateral changes.
- B. Employees shall be observed by their Department/Division Director once a year, in which each evaluation of performance shall be followed by a written evaluation report and a conference between the supervisor and the employee.
- C. Employee shall be advised of the department evaluation schedule and notification of evaluation by his immediate supervisor.

D. All monitoring of an employee by a supervisor shall be openly conducted and in all cases any deficiencies noted by a supervisor of an employee shall be for extending assistance for the correction and improvement of performance.

E. All appraisals shall be as follows:

1. All appraisals shall be addressed to the 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 January 1, 2022. An employee shall not be placed into step guide at a lower value of their 2021 salary. Retro-active increases are not be paid to employees who were terminated or resigned pending discipline.

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 relatable experience.
2. Upon reaching their anniversary dates in 2022 they shall move up to the next step and then yearly thereafter on their anniversary dates.
3. An employee who attains the top step of his or her applicable step guide

shall receive an annual salary increase equal to the following percentage added to his or her current base salary effective January 1 of each year immediately following the year in which he or she attains the top step: 2022: 3%, 2023: 3%, 2024: 4.5%, 2025: 4.5%.

4. Newly hired employees may be placed above Step 1 upon recommendation of their Department Head to the Business Administrator and upon showing of relatable 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 move laterally to the same step a step five steps less (i.e. – Step 7 in LEO shall move to Step 2 in HEO) in the Heavy Equipment Step Guide plus move one additional step (monetarily one step up or directional one step down), unless the employee is in Steps 1 – 5 LEO, in which case they shall move to Step 1 in the Heavy Equipment Step Guide.
 - a. If a Light Equipment/Truck Driver/Laborer employee is at Step 15 when promoted, they shall move to Step 10 in the Heavy Equipment Operator Guide and in lieu of moving down one step shall be given an additional \$500.00 increase to base salary.
 - b. Light Equipment /Truck Driver/Laborer employees who are out of the step guide at the time of promotion to Heavy Equipment Operator shall receive a \$3,500 increase to base salary.
7. All new hires are required to sign a separate agreement requiring a minimum 3-year commitment with terms established by the Township including but not limited to recovery of on-boarding, replacement, training and certification costs in the event the employee leaves in breach of the agreement. Cost recovery includes obtaining and updates for CDLs, all water and water class certifications, ASE certifications or other certifications or licenses the Township requires as well as attorney's fees, filing fees and costs of recovery in the event the employee does not repay the amounts due upon request. Cost recovery shall be prorated with the amount due reduced to zero at the end of three years from the date the employee obtained the license, certification or update. The foregoing shall

apply to current employees who obtain such certifications, licenses or updates after ratification of the 2022-2025 Agreement.

B. Stipends and Reimbursements

1. The position of "Sign" shall receive a yearly stipend of \$4,000 to the base salary of the employee covered under the Sign/Light Equipment Operator/Truck Driver/Laborer and Maintenance Worker Step Guide.
2. Township shall pay a one-time stipend to an employee who has earned his/her Class A CDL (full) of \$2,000. The Township shall reimburse for the costs incurred by the employee in holding such license (renewal fees) each year as necessary.
3. Township shall pay a one-time stipend to an employee who has earned his/her Class A CDL (restricted) of \$1,500. The Township shall reimburse or the costs incurred by the employee in holding such license (renewal fees) each year as necessary.
4. Utilities employees who have earned their W (distribution) and C (collection) (levels 1, 2, 3 and 4) certifications shall receive a \$2,000.00 stipend yearly for each level of certification. W1 and C1 = \$2,000.00; W2 and C2 = \$2,000.00; W3 and C3 = \$2,000.00 and W4 and C4 = \$2,000.00.
5. Utilities employees who have earned their T (treatment) (levels 1, 2, 3, and 4) shall receive a \$2,000.00 stipend yearly for each level of certification. T1 = \$2,000.00; T2 = \$2,000.00; T3 = \$2,000.00; and T4 = \$2,000.00.
 - a. All above listed stipends shall be paid in two (2) equal installments beginning July 1 of each year and on or about December 15th of each year.
6. 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.
 - b. Effective January 1, 2024, the above \$5,000 annual stipend and bi-annual payment under ¶6 and ¶6.a will cease and employees will receive \$.50

cents per hour rate increase upon completion of each ASE certification the employee obtains, up to a total cap of \$4.00 per hour even if the employee obtains more than 8 ASE certifications. Employees obtaining additional ASE certifications after that date will receive the increase upon the effective date of the certification. In the event an employee no longer has an active certification the hourly increase will be deducted from the employee's hourly rate.

7. The Township shall pay for ASE certification classes that are needed to obtain a Master Mechanics license upon first seeking Township and management approval. The Township shall pay for testing, recertification, and provide study material for the ASE certifications needed by the Township.
8. The Township shall pay an annual pro-rated stipend of \$3,500 to any employee selected by it and who remains a CDL Trainer. In the event the State of New Jersey imposes certification requirements, the employee will be required to meet those requirements along with those requirements set by the Township.
9. License Reimbursement - Township will reimburse the cost of maintaining certain required licenses:
 - a. Backflow Prevention Certification
10. The Township will pay a \$4,000 annual stipend should it designate an employee as a carpenter with the understanding that the position is multi-function with duties as assigned and not limited to solely work as a carpenter.

C. Promotions

1. Employees promoted to any senior position (i.e. Senior Heavy Equipment Operator) covered under this agreement shall receive an increase of \$2,500 to their base salary.

D. Salary Guides

Attached as Appendices A through D.

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 \$45.00 per day.

Out-of-Title pay will take effect when 4 hours of consecutive Out-of-Title work is completed in a single day.

1. Notwithstanding any other agreement between the parties to the contrary, the Township shall be allowed, to assign employees to Out-of-Title Work without additional compensation in the following instances:
 - a. Where a temporary emergency exists;
 - b. Where the Out-of-Title work is substantially related to the employee's job.
2. Out-of-Title Work only refers to work exclusively and regularly performed by employees in a job classification higher than the employee's current title. A high job classification is defined as a job classification having a higher base salary than the employee's job classification.
3. Answering the telephones to cover the absence of the Department of Public Works secretary or any other secretarial position does not constitute the act of fulfilling the job duties and responsibilities of the absent secretary.
4. The following duties constitute "skilled work" for laborers/light equipment employees, and shall therefore constitute Out-of-Title Work for which compensation in accordance with this Article shall be granted barring any of the exceptions set forth in Paragraph 1, above:
 - a. Concrete finish work
 - b. Operation of the street sweeper
 - c. Skilled brick laying without direct supervision
 - d. Raking of asphalt at large paving projects
 - e. Operating Roller asphalt at large road paving projects
 - f. Operating paver machine
 - g. Asphalt truck driver
 - h. Carpentry work (cutting, shaping and installation of building materials during construction of wooden structures including the installation of finish woods & trim, moldings, baseboards, windows, stairs, etc.)

- i. Working in sign shop
- j. Training of employees (Must occur separate from the employees regular work duties)
- k. (Operator) jet Vac Truck

5. The Township and its designated supervisors retain the sole discretion to determine whether to assign employees to duties that may result in the payment of Out-of-Title pay.

ARTICLE 32 - LAYOFF AND RECALL

In the event of a layoff, the Township shall determine the number of positions/job titles from which it will reduce its ranks. Prior to instituting a layoff, the Township will meet and confer with the union. in the event the Township reduces the work force or abolishes a position, the following procedure shall apply:

1. Employees shall be laid off in reverse seniority order within the classification they currently hold.
2. Notice of such layoffs shall be given forty-five (45) days prior to the implementation of said layoffs.
3. Any laid off employee shall be given preference for re-hire for two (2) years for the position held by the employee.
4. The Township shall rehire laid off employees in the order of greatest seniority.
5. The Township shall not hire from the open labor market while any employee has an unexpired preference for re-hire as described above provided the employee remains qualified and capable of performing the work and is ready, willing and able to be re-called.
6. Notice of re-employment shall be made by certified mail to the last known address of such employee. It is solely the employee's responsibility for promptly notifying the Township of any change(s) in address and other contact information. Employees shall notify the employer within five (5) days after receiving such notice of their intention to return to work.

ARTICLE 33 – DUES CHECKOFF & AGENCY SHOP

The Township agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The Union will

indemnify, defend and save harmless the Township against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township. The Township will forward all dues deduction monies collected on a monthly basis to the Secretary/Treasurer of the Office and Professional Employees International Union/Local 32. A list of names along with corresponding payments will be forwarded monthly.

The United States Supreme Court decision in the case of Janus vs. AFSCME, Council 31 outlawed the collection of agency fees in the public sector. As such, the Employer will not collect agency fees described below while this remains the law.

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 2nd day of October, 2023.

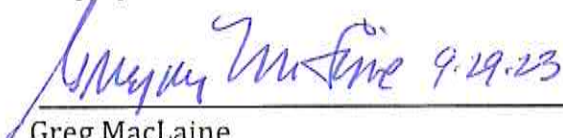
ATTEST:

Township of Manchester



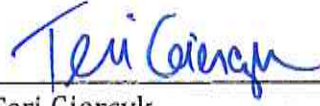
Robert Arace
Mayor

Office and Professional
Employees International Union, Local 32



Greg MacLaine
Business Agent

ATTEST:



Teri Giercyk,
Township Clerk



Fred Bakker
Blue Collar Chief Shop Steward



Michael Syslo
Blue Collar Negotiations Team

Laborer/Equipment Operator/Truck Driver & Maintenance Worker					
Current (2021)	step	2022	2023	2024	2025
\$ 36,960	1	\$ 38,069	\$ 39,211	\$ 40,975	\$ 42,819
\$ 37,920	2	\$ 39,058	\$ 40,229	\$ 42,040	\$ 43,931
\$ 38,880	3	\$ 40,046	\$ 41,248	\$ 43,104	\$ 45,044
\$ 39,840	4	\$ 41,035	\$ 42,266	\$ 44,168	\$ 46,156
\$ 40,800	5	\$ 42,024	\$ 43,285	\$ 45,233	\$ 47,268
\$ 41,760	6	\$ 43,013	\$ 44,303	\$ 46,297	\$ 48,380
\$ 42,720	7	\$ 44,002	\$ 45,322	\$ 47,361	\$ 49,492
\$ 43,680	8	\$ 44,990	\$ 46,340	\$ 48,425	\$ 50,605
\$ 44,640	9	\$ 45,979	\$ 47,359	\$ 49,490	\$ 51,717
\$ 45,600	10	\$ 46,968	\$ 48,377	\$ 50,554	\$ 52,829
\$ 46,560	11	\$ 47,957	\$ 49,396	\$ 51,618	\$ 53,941
\$ 47,520	12	\$ 48,946	\$ 50,414	\$ 52,683	\$ 55,053
\$ 48,480	13	\$ 49,934	\$ 51,432	\$ 53,747	\$ 56,166
\$ 49,440	14	\$ 50,923	\$ 52,451	\$ 54,811	\$ 57,278
\$ 50,400	15	\$ 51,912	\$ 53,469	\$ 55,875	\$ 58,390

Field & Meter Service Worker

Current (2021)	step	2022	2023	2024	2025
\$ 43,760	1	\$ 45,073	\$ 46,425	\$ 48,514	\$ 50,697
\$ 44,720	2	\$ 46,062	\$ 47,443	\$ 49,578	\$ 51,809
\$ 45,680	3	\$ 47,050	\$ 48,462	\$ 50,643	\$ 52,922
\$ 46,640	4	\$ 48,039	\$ 49,480	\$ 51,707	\$ 54,034
\$ 47,600	5	\$ 49,028	\$ 50,499	\$ 52,771	\$ 55,146
\$ 48,560	6	\$ 50,017	\$ 51,517	\$ 53,836	\$ 56,258
\$ 49,520	7	\$ 51,006	\$ 52,536	\$ 54,900	\$ 57,370
\$ 50,480	8	\$ 51,994	\$ 53,554	\$ 55,964	\$ 58,483
\$ 51,440	9	\$ 52,983	\$ 54,573	\$ 57,028	\$ 59,595
\$ 52,400	10	\$ 53,972	\$ 55,591	\$ 58,093	\$ 60,707

Heavy Equipment Operator

Current (2021)	step	2022	2023	2024	2025
\$ 44,260	1	\$ 45,588	\$ 46,955	\$ 49,068	\$ 51,277
\$ 45,220	2	\$ 46,577	\$ 47,974	\$ 50,133	\$ 52,389
\$ 46,180	3	\$ 47,565	\$ 48,992	\$ 51,197	\$ 53,501
\$ 47,140	4	\$ 48,554	\$ 50,011	\$ 52,261	\$ 54,613
\$ 48,100	5	\$ 49,543	\$ 51,029	\$ 53,326	\$ 55,725
\$ 49,060	6	\$ 50,532	\$ 52,048	\$ 54,390	\$ 56,837
\$ 50,020	7	\$ 51,521	\$ 53,066	\$ 55,454	\$ 57,950
\$ 50,980	8	\$ 52,509	\$ 54,085	\$ 56,518	\$ 59,062
\$ 51,940	9	\$ 53,498	\$ 55,103	\$ 57,583	\$ 60,174
\$ 52,900	10	\$ 54,487	\$ 56,122	\$ 58,647	\$ 61,286

Mechanic

Current (2021)	step	2022	2023	2024	2025
\$ 47,500	1	\$ 48,925	\$ 50,393	\$ 52,660	\$ 55,030
\$ 48,500	2	\$ 49,955	\$ 51,454	\$ 53,769	\$ 56,189
\$ 49,500	3	\$ 50,985	\$ 52,515	\$ 54,878	\$ 57,347
\$ 50,500	4	\$ 52,015	\$ 53,575	\$ 55,986	\$ 58,506
\$ 52,000	5	\$ 53,560	\$ 55,167	\$ 57,649	\$ 60,244
\$ 53,500	6	\$ 55,105	\$ 56,758	\$ 59,312	\$ 61,981
\$ 55,000	7	\$ 56,650	\$ 58,350	\$ 60,975	\$ 63,719
\$ 56,500	8	\$ 58,195	\$ 59,941	\$ 62,638	\$ 65,457
\$ 58,000	9	\$ 59,740	\$ 61,532	\$ 64,301	\$ 67,195
\$ 59,500	10	\$ 61,285	\$ 63,124	\$ 65,964	\$ 68,932

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWNSHIP OF MANCHESTER
AND**

O.P.E.I.U. LOCAL NO. 32 (Blue Collar Unit)

The Negotiating Teams for the Township of Manchester ("Township") and the O.P.E.I.U. Local No. 32 - Blue Collar Unit ("Union") having met and negotiated in good faith, have reached a tentative agreement on the items detailed below for inclusion within the successor contract to the collective bargaining agreement that expired on December 31, 2021:

1. All parties acknowledge these terms and conditions are subject to ratification.
2. The Union shall present the terms and conditions contained within this Memorandum of Agreement to its membership with recommendation that the membership vote in favor of adoption.
3. Upon adoption of the foregoing by the Union, the Union President shall notify the Township's Business Administrator in writing of same. After notification, the Township's Business Administrator shall present the terms and conditions contained within this Memorandum of Agreement to the governing body at its next regularly scheduled public meeting with their recommendation that the governing body vote in favor of adoption.
4. Duration: Amend Cover and provisions throughout to reflect a term of January 1, 2022 to December 31, 2025.
5. **ARTICLE 3 – EMPLOYMENT PROCEDURES**

Modify ¶ C: Probation. Extend probationary period to 6 months during which employee can be terminated without cause. Benefits to start within 60 days of hire. Provided the employee completes 6-months' probation, the probationary period will count toward accrual, but not use, of paid time off. Accrued paid time off shall become available upon successful completion of the probationary period.

6. ARTICLE 5 – MANAGERIAL RIGHTS

¶ 3. Add: Township may terminate a probationary employee without cause.

¶ 6: Add: The Township's authority and right to act in a matter is only limited by and to the extent of the express language contained within this Agreement.

Add ¶ 7: Employer reserves the right to require, at its expense, a fitness for duty or functional capacity exam of an employee returning from a medical leave of absence related

to the employee's own serious health condition including but not limited to an FMLA leave.

7. ARTICLE 6 – EMPLOYEE RIGHTS

¶ A. Revise: Township may terminate a probationary employee without cause.

¶ A. Remove: “of the first, second or third degree or a crime of the fourth degree on the job or directly related to the job.”

¶ E. Add to end: “except under circumstances warranting immediate suspension or discharge in which case the matter will proceed immediately for purposes of initial action such as incidents listed within the second paragraph of Paragraph A within this Article.”

¶ H. Delete only the following: “all transfers of an employee shall not be enacted for disciplinary reasons and”

8. ARTICLE 8 – WORK HOURS

ADD: A (1). Commencing the day of Memorial Day until the day after Labor Day, summer hours of 6:00 a.m. to 2:30 p.m. will be in effect. This provision shall not effect the Division of Utilities or Buildings & Grounds. Implementation and any continuation of the foregoing will be at the Employer's discretion.

A (4). Increase meal allowance from \$10.00 to \$15.00

9. ARTICLE 9- OVERTIME & CALL IN/OUT

H. Division of Utilities: Increase phone assignment (On Call) compensation from \$200.00 per week to \$275.00 per week for on call status.

10. ARTICLE 9 – OVERTIME & CALL IN/OUT

¶ B & D. Unused comp time will be paid at the end of the calendar year. There shall be no carry-over of comp time from one calendar year to the next. Approval of use of comp time is within the sole discretion of management and denial can include but is not limited to the use will result in overtime. Comp time may be accrued up to a maximum of 80 hours within a calendar year meaning it does not regenerate during the calendar year – it can only accrue up to the capped amount during the calendar year.

11. ARTICLE 11- HEALTH INSURANCE

¶ A. Amend: As of open enrollment in 2023, the 80/20 dental plan will be made available to eligible employees effective January 1, 2024, provided the employee pays any additional cost.

¶ A. Revise as follows:

. . . Employees shall contribute towards the premium costs of their medical, prescription and dental benefits as determined by Tier IV of the schedule set by the State of New Jersey, P.L. 2011 Chapter 78.

¶ A. Revise as follows: Present employees may switch voluntarily to Omnia and so long as the employee continues with Omnia the employee's contribution rate will be reduced to Tier III of Chapter 78. For employees hired on or after 1/1/2024, Omnia shall be the base plan and if the employee selects any other plan, the employee will be responsible for any additional costs and contributions.

¶ D. Increase maximum of \$200 to \$300 (eyeglasses and examinations)

¶ G. Revise as follows:

All eligible employees with 25 or more years of creditable service in the State pension system, 20 years of which is with the Township, whose effective retirement date is after January 1, 1984 shall be entitled to the following:

. . . Payments Premium contributions toward medical benefits shall be made pursuant to Tier IV of P.L. 2011 Chapter 78.

12. ARTICLE 12 - VACATIONS

¶ A. During the probationary period the employee will accrue vacation time on a pro-rata basis.

Revise the following (page 12): Vacation shall be taken within the year ~~of entitlement~~ earned.

13. ARTICLE 14-HOLIDAYS

Add to ¶ A: New Federal/NJ State holiday, "Juneteenth Day" -will be celebrated on the 3rd Friday in June.

¶ A & ¶ B. Remove wording of two vacation days and replace with two floating holidays.

Update to reflect "Christmas Eve" and associated wording "The Christmas Eve holiday shall only be granted when the holiday falls on a normal business day (Monday-Friday)"

14. ARTICLE 16 – SICK LEAVE

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

¶ A. Replace last sentence “ . . . 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.” with “accumulated sick leave will be paid in accordance with Article 18.”

¶ B. Delete this paragraph.

¶ J.6 Revise as follows: Any individuals related by blood to the employee, ~~or~~ and a legal ward of or subject to guardianship by the employee, who resides permanently with the employee.

15. ARTICLE 17 – LEAVES

¶ 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~~ six (6) months from the date of such disability after six months the employee will be compensated pursuant to New Jersey Worker's Compensation, provided such employee is incapable of performing his duties as a Township Employee, and that such disability(s) is established by competent physician of the Township's choice.

¶ 4. Revise to six months.

16. ARTICLE 18 – TERMINAL LEAVE

Revise name of Article from Terminal Leave to Retirement Payout

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

¶ B. Replace with the following: Upon retirement, a maximum of 183 sick days may be accrued and paid to the employee. A retiring employee will have the choice of either a lump sum payment to be paid 30 days after the effective retirement date or to split the payment in two equal sums with the first ½ due 30 days after the effective retirement date and the second ½ due the following calendar year.

17. ARTICLE 20 – BEREAVEMENT LEAVE

¶ A.1.f Revise as follows: Any individuals related by blood to the employee, ~~or~~ and a legal ward of or subject to guardianship by the employee, who resides permanently with the employee.

18. ARTICLE 22- CLOTHING AND TOOL ALLOWANCE

Replace the reference to “boots” with “PEOSH compliant/safety rated steel toe/composite toe protective footwear.”

Increase boot reimbursement from \$200 to \$250

19. ARTICLE 23 – PERSONNEL RECORD CHANGES

Add: notice must be in writing.

20. ARTICLE 24 – OUTSIDE EMPLOYMENT

Add: Prior to commencing employment with the Township or to commencing outside employment once employed by the Township, the employee shall complete a disclosure form which shall be submitted to the Business Administrator for a conflict check.

21. ARTICLE 30- SALARY

Salaries shall be adjusted as reflected within the attached Schedule which incorporates the annual adjustments of: 2022: 3 %, 2023: 3 %, 2024: 4.5 %, 2025: 4.5 %. After reaching the final step, the employee’s salary shall increase by the foregoing percentage applicable for that contract year. Retro-active increases are not be paid to employees who were terminated or resigned pending discipline.

Update the language/dates within this Article to reflect the above.

Add ¶ 7. All new hires are required to sign a separate agreement requiring a minimum 3-year commitment with terms established by the Township including but not limited to recovery of on-boarding, replacement, training and certification costs in the event the employee leaves in breach of the agreement. Cost recovery includes obtaining and updates

for CDLs, all water and water class certifications, ASE certifications or other certifications or licenses the Township requires as well as attorney's fees, filing fees and costs of recovery in the event the employee does not repay the amounts due upon request. Cost recovery shall be prorated with the amount due reduced to zero at the end of three years from the date the employee obtained the license, certification or update. The foregoing shall apply to current employees who obtain such certifications, licenses or updates after ratification of the 2022-2025 Agreement.

(B). Stipends and Reimbursements:

1. Increase "Sign" stipend from \$3,500 to \$4,000

4. Increase Distribution & Collection certification to \$2,000

6. Add ¶ b. Effective January 1, 2024, the above \$5,000 annual stipend and bi-annual payment under ¶6 and ¶6.a will cease and employees will receive \$.50 cents per hour rate increase upon completion of each ASE certification the employee obtains, up to a total cap of \$4.00 per hour even if the employee obtains more than 8 ASE certifications. Employees obtaining additional ASE certifications after that date will receive the increase upon the effective date of the certification. In the event an employee no longer has an active certification the hourly increase will be deducted from the employee's hourly rate.

Add: ¶ 7. The Township shall pay for testing, recertification, and provide study material for the ASE certifications needed by the Township.

Add: ¶ 8. The Township shall pay an annual pro-rated stipend of \$3,500 to any employee selected by it and who remains a CDL Trainer. In the event the State of New Jersey imposes certification requirements, the employee will be required to meet those requirements along with those requirements set by the Township.

Add: ¶ 9. The Township will pay a \$4,000 annual stipend should it designate an employee as a carpenter with the understanding that the position is multi-function with duties as assigned and not limited to solely work as a carpenter.

22. ARTICLE 31- OUT OF TITLE PAY

Increase from \$30.00 per day to \$45.00 per day

Add: (4) Asphalt truck driver to list as part of the paving crew.

23. This Agreement represents and incorporates the complete and final understanding and settlement by the Parties of all bargainable issues which were or could have been subject to negotiations. All other proposals are hereby withdrawn by both parties except that as to

Article 11, ¶ A.3, in the event the State takes issue with it, the parties shall engage in further negotiations regarding it.

For the Union:

Myron Justice 8/31/23

Joe Bohm 8/31/23

Michael H. 8/31/23

For the Township:

Carl W. 8/31/23

Laborer/Equipment Operator/Truck Driver & Maintenance Worker					
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Mechanic

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\$ 58,000	9	\$ 59,740	\$ 61,532	\$ 64,301	\$ 67,195
\$ 59,500	10	\$ 61,285	\$ 63,124	\$ 65,964	\$ 68,932

