

#14-208

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE TOWNSHIP OF MANCHESTER AND THE
DIRECTOR OF PUBLIC WORKS**

BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor be and is hereby authorized to execute and the Clerk to attest to an Employment Agreement between the Township of Manchester and the Director of Public Works.
2. That the Township Clerk shall forward a certified copy of this resolution to the following:
 - A. Mayor;
 - B. Business Administrator; ✓
 - C. Personnel Officer;
 - D. Chief Financial Officer;
 - E. Albert Yodakis, PE, PP, CPWM

CERTIFICATION

I, Jodi Pellicano, Deputy Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council of said Township at a meeting held on the 9th day of June, 2014.


Jodi Pellicano, RMC
Deputy Township Clerk

EMPLOYMENT AGREEMENT
Between the Township of Manchester and the
Director of Public Works

ARTICLE I

Agreement

This agreement is effective as of July 7th, 2014 and shall continue in full force and effect through the appointment of the Director of Public Works. The term of appointment shall not conflict with those provisions as promulgated by N.J.S.A. 40A:9-154.5 to N.J.S.A. 40A:9-154.6h, where applicable. Upon reappointment, this agreement shall continue in full force and effect until a successor agreement is negotiated.

ARTICLE II

Salary

The salary of each individual Department Head shall be reviewed annually to go into effect on the first day of the Calendar Year.

ARTICLE III

Sick Leave

- A. Minimum sick leave allowed for each Department Head will be equal to the amount so stated in the Supervisor's bargaining unit.
- B. Unused sick leave shall accumulate year after year with a cap of 183 days.
- C. Upon retirement or termination from the Township, accumulated sick leave may be used, to a maximum of 183 days as paid days off from work, to be taken prior to the normal retirement date unless otherwise provided for.
- D. Any accumulated sick days over and above the 183 days allowed under this agreement will be paid back at the end of the year of accumulation. Payment for such excess days shall be made in the first pay period of January in the year following the accumulation.
- E. Each covered employee who has not reached the maximum of 183 days shall be able to exercise the option of receiving reimbursement for annual unused sick time. Reimbursement shall be made in the first pay period of January in the year following the exercise of the option.
- F. The Township may require proof of illness for any sick leave.

ARTICLE IV

Workers Compensation

In the event of an on the job or job related injury, the Department Head shall receive their full annual wage for the time lost from work for a period not to exceed one year from the date of injury. The Director of Public Works will be paid pursuant to the provisions of N.J.S.A. 34:1-1 for temporary disability during the period of time they are absent from work. The Township retains the right to extend this period of payment

beyond one year. The Township may require, as described in the provisions of Chapter 15 of Title 34, that the Department Head be examined by a physician selected by the Township for such purpose.

ARTICLE V

Holidays and Personal Days

Holidays and Personal days shall be equal to those received by the Supervisor's bargaining unit.

***The eligibility requirement of one (1) year of continuous employment is waived with respect to personal time.

ARTICLE VI

Vacation

Vacation shall be earned at the same rate as negotiated in the Supervisor's bargaining unit. All Department Heads will be credited for all prior state, county or local government years of service for the purpose of calculating vacation time. Vacation time shall be calculated on a pro-rated basis for Department Head's first year of service.

All vacation time shall be approved in advance by the Mayor or Business Administrator.

The Director of Public Works shall be allowed to carry a maximum of ten (10) days' vacation into the following year, and shall be allowed to sell back a maximum of five (5) unused vacation days annually, at its current rate. Notification of the intent to carry or sell back time shall be made in writing to the Business Administrator by December 1st of the year of accumulation.

ARTICLE VII

Working Hours

The Director of Public Works shall work a minimum of 40 hours per week, commencing upon the execution of this agreement.

ARTICLE VIII

Bereavement Leave

Bereavement leave shall be equal to the leave granted the Supervisor's bargaining unit as follows: Leave shall be granted upon the death of a member of the employee's family. Such leave shall be from the day of death, up to and including the day of burial.

If the funeral is outside of the State of New Jersey, additional travel time, up to five (5) days, if necessary, may be granted upon receiving prior approval for same by the Business Administrator.

Family shall include spouse, children, parents, brothers, sisters, grandparents, legal guardian, step-parents, step-children, and spouse's parents, brothers and sisters, and grandchildren of employee and spouse.

ARTICLE IX

Health Insurance

Health Insurance and related coverage will be offered to the Director of Public Works consistent with or equal to the coverage provided to any of the other bargaining units.

The Director of Public Works shall contribute towards his medical, prescription and dental benefits as determined by the schedule set by the State of New Jersey P.L. 2011 Chapter 78,

ARTICLE X

Disability

The Township shall provide a long-term disability policy for those covered by the terms of this contract, at no cost to the employee.

ARTICLE XI

Longevity

Each Department Head shall be paid longevity in the same increments and manner as negotiated in the Supervisors Bargaining unit.

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

ARTICLE XII

Retirement and Pension

- A. The Director of Public Works that has attained the age of 55 and has 20 years of government service upon retirement, the Township shall maintain all health benefits until Medicare assumes responsibility.
- B. Upon retirement, the Director of Public Works may have accumulated sick time paid in either a lump sum payment for time accumulated, regularly scheduled payments as agreed upon between the parties or as terminal leave, paid over regularly scheduled pay periods. No additional personal, vacation, or sick time benefits shall accrue or shall be compensated for during this period.

ARTICLE XIII

Memberships

The Director of Public Works shall be allowed to enroll in two professional organizations respective to their title. Enrollment in additional organizations shall be permitted subject to the approval of the Mayor or Business Administrator. The Township shall provide for dues and time to attend the functions of said organization.

ARTICLE XIV

Continuing Education

The Township shall cover costs and, where necessary provide time, for any Department Head who is required by New Jersey Statute to complete continuing education credits as a requirement to maintaining their respective certificates.

ARTICLE XV

Reappointment

The Township shall notify the Director of Public Works, in writing 90 days prior to the end of their appointment as to the status of their ensuing reappointment. In the event the Director of Public Works is not re-appointed, or is terminated from employment, he/she will be entitled to their current salary for ninety (90) days, and continuation of all health benefits and any and all other terms and conditions of this contract, except where statutory provisions mandate otherwise. In the event the Director of Public Works is terminated from employment for just cause, he/she will not be entitled to ninety (90) days salary, and all benefits will cease.

ARTICLE XVI

Resignation

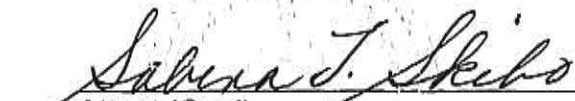
Any Department Head who resigns shall tender their resignation in writing to the Mayor or Business Administrator at least thirty (30) days prior to the effective date of the resignation.



Witness



Employee Signature



Attest (Seal)



Mayor Signature