

AGREEMENT

BETWEEN

THE BOROUGH OF MANVILLE  
SOMERSET COUNTY, NEW JERSEY

- and -

THE CLERICAL WORKERS ASSOCIATION OF  
THE BOROUGH OF MANVILLE

January 1, 2004 through December 31, 2006

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## PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the **Borough of Manville**, in the County of Somerset, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "**Borough**", and "**The Clerical Workers Association of the Borough of Manville**", hereinafter called the "**Association**", represent the complete and final understanding on all the bargainable issues between the Borough and the Association.

## ARTICLE I.

### RECOGNITION

The Borough recognizes the Association as the exclusive collective negotiations agent for the members of the Clerical Workers Association of the Borough of Manville, but excluding all professional employees, supervisors, police department personnel, managerial executives, confidential employees, and all other employees.

## ARTICLE II.

### ASSOCIATION RIGHTS

Employees shall have the right to organize, join and support their Association for the purposes of engaging in collective negotiations. Employees shall not be discouraged, coerced or discriminated against by the employer with respect to hours, wages, or any term or condition of employment by reason of membership in Association (or other so designated bargaining unit, provided such Association meets all criteria set forth by applicable law with regard to forming such negotiating units), or participation in any of its lawful activities, so long as such activities are not detrimental to or harmful in any way or manner to hinder the orderly operation of the Borough of Manville, its functions and/or performance of its services.

## ARTICLE III.

### MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of the Agreement, the Borough of Manville reserves and retains solely and exclusively all its statutory and Common Law Rights to manage the operation of all clerical workers in all departments of the Borough of Manville, New Jersey, as such rights existed prior to the execution of this, or any other Agreement with said Clerical Workers.

The Borough of Manville retains all rights invested or conferred upon it pursuant to laws and the constitution of the United States Government and the Government of the State of New Jersey including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Manville Government, its properties and facilities and the activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment and/or assignment and to provide for promotions or transfers.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause, according to law.
4. To exercise the foregoing powers, rights, authorities, duties and responsibilities of the borough of Manville, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith.

## ARTICLE IV.

### WORK WEEK AND OVERTIME

A. The pay period for members of the clerical workers association of the Borough shall be from Monday through Friday (except those days deemed to be legal holidays to be celebrated by the Borough and so designated therein.)

B. The normal hours to be worked by the members of the clerical workers association of the Borough are from 9:00 a.m. through 5:00 p.m., with one hour for lunch, Monday through Friday. A thirty-five (35) hour work week will be observed. Exceptions to the hours of work may include, but are not limited to clerical workers employed on a part-time basis and other clerical workers subject to the approval of the Borough Administrator, and Police Dispatchers whose hours are set by the Chief of Police through separate agreement.

C. All unauthorized absences from work stations without prior permission of the employee's department head or supervisor shall be grounds for disciplinary action.

D. Members who work in excess of their regular working hours in a work week shall be paid overtime compensation at one and one half (1 ½) times their regular rate of pay.

**E. Compensatory time may be taken in lieu of overtime pay at the above rates, however, compensatory time must be taken within 90 days or overtime pay will be provided for the unused time. The 90-day time period for compensatory time will begin as of August 9, 2004.**

F. Compensatory time may not be accumulated. Any compensatory time accumulated to the date of this contract must be taken by April 1, 2002, no monetary compensation will be given for this past compensatory time. Members must provide proof of past accumulated compensatory time.

## ARTICLE V

### A. SALARIES

<b>Position</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>
	+ 3.5%	+ 3.5%	+ 3.5%
Secretary Public Works	\$39,236.85	-----	-----
Administrative Assistant	\$39,097.13	\$40,465.53	\$41,881.82
Secretary Police Chief	\$38,296.94	\$39,637.33	\$41,024.63
Deputy Court Administrator	\$37,950.35	-----	-----
Court Administrator	\$38,520.63	\$39,868.85	\$41,265.26
Construction Code Secretary	\$36,069.75	\$37,332.19	\$38,638.82
Administrative Assistant	\$31,205.25	\$32,297.43	\$33,427.84
Administrative Assistant – Court	\$34,305.22	\$35,505.90	\$36,748.61
Secretary Detective Division	\$31,796.24	\$32,909.11	\$34,060.93
Utility/Tax Clerk	\$28,462.50	\$29,458.69	\$30,489.74
Registrar /Board of Health Secretary	\$32,214.38	\$33,341.88	\$34,508.85
Police Dispatchers	\$29,859.75	\$30,904.84	\$31,986.51

**B. LONGEVITY**

In addition to base wage, employees shall receive longevity pay based on the years of continuous service. The longevity payment will be in addition to the employee's base wage.

The Longevity pay rate shall be \$150.00. Longevity after 12 years of service will not be granted to employees hired after January 1, 1994.

The following employees shall be entitled to longevity as stated:

Twelve	(12) years.....	\$150.00
	Elizabeth Rybski	Ann Barton
	Joyce Lenner	Gayle Wise

**C. SALARY CLASSIFICATION**

Employees hired, transferred, or promoted during the term of this contract will be paid at a rate of pay as determined by Resolution of the Mayor and Council.

**ARTICLE VI.**

**VACATIONS**

**A. EARNED VACATION:**

Clerical Workers shall be entitled to vacation based upon length of time employed as hereinafter provided. A clerical worker shall receive vacation time according to his/her anniversary date in any calendar year after two years of service, regardless of when during the year the anniversary falls.

**B. NUMBER OF DAYS:**

Clerical Workers will be entitled to paid vacation in accordance with the following table: (New hires will be informed of the exact number of vacation days allowed in the first two years of service.)

<b>ANNIVERSARY</b>	<b>VACATION</b>
0-6 months	0 days
6-12 months	5 days

after one (1) year	7 days
2 through 6 years	12 days
7 through 12 years	15 days
13 through 17 years	20 days
18 through 24 years	25 days
25 years & thereafter	30 days

Employees hired after January 1, 1991 will be limited to twenty (20) vacation days per year in accordance with the provisions of this section.

**C. PAY DURING VACATION:**

All vacation shall be granted at the base salary rate. Payment for vacation periods in excess of two (2) weeks shall be made on the established pay day of the week prior to employees starting vacation. Employees are to give a minimum of two (2) weeks advance notice for vacation pay requests.

**D. VACATION SCHEDULING**

The supervisor shall allot vacation periods in order to assure orderly operations and adequate, continuous service, but will grant vacation periods so far as possible in accordance with desire and seniority (length of service with the Borough). All vacation days must be taken during the calendar year earned, except when special permission is granted by the Borough Administrator.

**ARTICLE VII  
HOLIDAYS**

A. Employees will be given the following paid holidays:

NEW YEAR'S DAY		THANKSGIVING DAY
MARTIN LUTHER KING DAY		FRIDAY AFTER THANKSGIVING
PRESIDENTS DAY		CHRISTMAS DAY
GOOD FRIDAY	**	CHRISTMAS EVE
MEMORIAL DAY	**	NEW YEAR'S EVE
INDEPENDENCE DAY		
LABOR DAY		

\*\*To be observed only when Christmas or New Year's Day falls on a Tuesday through Saturday.

B. To be entitled to payment for the above mentioned holidays, all association members must work the day preceding the holiday and the day succeeding the holiday, unless the employee is on vacation; in such case, the employee shall be paid his/her regular salary, and one vacation day will be held in reserve for the employee to utilize at a later time. If an employee does not report to work, either prior to a holiday or weekend subsequent to a holiday, the employee will not receive his/her regular payment, but instead will have an amount equal to the time absent deducted from their pay.

C. Holidays falling on the week-end days will be observed during the weekdays preceding or following that holiday.

D. In lieu of Veteran's Day, Columbus Day, and General Election Day, the employees will receive three (3) floating holidays, starting in 2002.

**E. Clerical Workers will also receive one (1) Personal Day per year, to use at the employee's discretion, beginning August 9, 2004.**

## **ARTICLE VIII**

### **SICK AND BEREAVEMENT LEAVE**

#### **A. SICK LEAVE**

##### **1. Definition**

Sick days are provided by the Borough to its employees for their welfare and benefit during illness or sickness. Sick leave time and/or sick days shall never be taken for personal reasons. Sick time is to be used only in the event of sickness or illness. Sick time cannot be used as time worked, early retirement, vacation, or holiday time.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be utilized as bereavement leave for short

periods due to death in the employee's immediate family as defined in "Bereavement Leave".

2. Amount of Sick Leave

a. All employees of the Borough, who were hired prior to January 1, 1991, are entitled to earn one and one quarter (1¼) days of sick leave for each month of actual service while employed by the Borough (sick leave itself is not counted as time worked; i.e. to earn sick leave time while out on sick leave). A complete year of actual service will yield fifteen (15) sick days.

b. All employees of the Borough, who were hired after January 1, 1991 are entitled to accumulate ten (10) sick days per year.

c. While the employee is absent because of an extended illness, said employee shall not accrue sick days for that period of time not actually worked; and extended illness shall be defined as an illness that has a duration of more than two (2) weeks.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified prior to the employee's starting time. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and shall constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

4. Verification of Sick Leave

a. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall cause disciplinary action.

b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

c. The Borough may require an employee, who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his/her return will not jeopardize the health of other employees.

5. Record Keeping

The record keeping of sick day accumulation shall be the function of the Borough Clerk's Office. The record shall indicate sick days accumulated to date and sick days taken to date. Every employee has the right to the verification of his/her sick leave accumulation at any time. This request is to be made through his/her department head. Annually, the Borough clerk's office will prepare a statement of sick days accumulated and taken at the end of the calendar year. Copies of this statement will be given to Department Heads.

6. Advancing of Sick Days

There shall be no advancing of sick days against time to be worked.

7. Retirement Allowance

As an incentive to accumulate sick days, the following agreement is formulated: Upon retirement because of age or disability, the Borough shall pay on a 3 to 1 ratio with a maximum accumulation, at the prevailing rate of pay, of 30 days.

8. Bereavement Leave

a. Every full-time and permanent part-time clerical worker shall be allowed our (4) day's leave with pay upon the death of a member of his/her immediate family.

b. For the purpose of this action, a member of the immediate family shall be limited to the father or step-father, mother or step-mother, husband,

wife, brother, sister, grandchildren, so, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandparents of employee or grandparents of spouse, whose funeral is attended by the employee.

c. Upon request, the employee will furnish the borough with proof of the death and attendance of the funeral.

**d. The employee will also be entitled to 1 (one) day's leave with pay upon the death of an aunt or uncle. This additional leave shall be granted as of August 9, 2004.**

## **ARTICLE IX.**

### **LEAVE OF ABSENCE**

Leaves of absence up to thirty (30) days may be granted to employees when reasons for such leave have been established based upon submission to and recommendation by the employee's Department Head, Borough Administrator, and final approval of the Borough Council. Such leave may be granted at the discretion of the Borough Council, provided it will not interfere with the efficient operation of the Department. In unusual cases, a leave of absence may be extended at the discretion of the Borough Council. All such leaves of absence shall not result in loss of seniority status and shall be without pay. However, vacation and sick days shall not be accrued or compensated for during said absence. It is understood that no individual on leave of absence will be gainfully employed by any other employer, or be self-employed.

## **ARTICLE X.**

### **JURY DUTY**

If selected to serve on either a Petit or Grand Jury, a Clerical employee shall be excused from work so that he/she may serve on same. During the period of time the employee is performing this public service, the employee shall be entitled to collect his/her full salary and, in addition, may keep those monies paid to each juror by the Courts.

However, if an employee is not impaneled and/or dismissed for the day (prior to 4:00 p.m.) or does not have to report on a specified day, then in that event, the employee must report to work. Failure to do so will be considered as an act of insubordination and disciplinary action will be taken (i.e. suspension from work without pay, deduction of pay for those hours not worked and not used to serve on a jury, etc.). At the termination of jury duty, the employee will have the County Clerk's Office or other officer of the Courts certify and attest to the total number of days and the specific dates that the employee actually served on jury duty. Said form shall be provided to the employee through the office of the Borough Clerk.

## **ARTICLE XI.**

### **TRAINING**

An employee covered by this contract shall be eligible to attend seminars and other training courses which may become available and which courses are directly related to the employee's specific job, subject to prior approval of the employee's Department Head. Scheduling of attendance at seminars or training courses will be provided at the discretion of the Department Head based upon workload and budget considerations, and shall be subject to final approval of the Borough Administrator.

## **ARTICLE XII.**

### **INSURANCE**

A. The employer shall provide for each full-time employee the following health insurances:

1. Health and Prescription Benefits through the State of New Jersey Health Benefits Program.
2. Major Medical Insurance
3. Group Life Insurance
4. Disability Insurance through the State Plan
5. Dental Insurance Plan

B. The employer reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

C. All such health benefits may be continued upon retirement to individual employees in accordance with the policy in effect this date; but not to be paid by the Borough. Each retired member of the Clerical Workers Association may elect to continue his/her coverage at their own expense.

- D. The Borough shall assist members of the Clerical Workers Association to obtain supplemental life insurance and/or disability insurance under the group policy provided for these benefits. All costs for supplemental benefits shall be paid by the employee receiving same and shall be subject to approval of the insurance carrier(s) for the group policy.
- E. **Post-Retirement Health Benefits – Shall be offered to employees in accordance with New Jersey State Health Benefits, Chapter 48 Regulations, with employee to pay 20% of the cost of coverage. This additional benefit shall begin as of August 9, 2004.**

### **ARTICLE XIII.**

#### **GRIEVANCE PROCEDURE**

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions the agreement and to resolve grievances as soon as possible as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with the head of the department and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association, or the Borough.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

#### STEP ONE

The moving party shall present the grievance in writing, signed by the aggrieved, to the Department Head within ten (10) calendar working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall, within ten (10) calendar days after presentation of the grievance, give his/her decision in writing.

#### STEP TWO

If a grievance is not resolved at Step One, the moving party may, within ten (10) calendar days of receipt of the answer in Step One, submit the written grievance to the borough Administrator, who shall give his/her answer within ten (10) calendar days after presentation of the grievance, give his decision in writing.

#### STEP THREE

If a grievance is not resolved in Step Two, it may be appealed in writing within ten (10) calendar days after receipt of the answer in Step Two to the Mayor and Council. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) working days of receipt of the appeal unless extended by mutual agreement. The decision of the Mayor and Council shall be made not later than ten (10) working days after the Step Three meeting.

#### STEP FOUR – ARBITRATION

1. In the event the grievance has not been resolved at Step Three, either party may within five (5) calendar days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

2. The arbitrator shall be bound by the provision of this agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator 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 thereto.

3. The cost of the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. The arbitrator shall set forth his/her findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

## **ARTICLE XIV**

### **NO-STRIKE PLEDGE**

A. The association covenants and agrees that during the term of this Agreement, neither the Association, nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work for abstinence in whole or in part, from the fully, faithful, and proper performance of the employee's duties of employment, work stoppage, slow down, walkout, or other job action against the Borough). The Association agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any employee

covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow down, walkout, or other job action against the Borough.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

## **ARTICLE XV**

### **DISCHARGE AND DISCIPLINE**

A. The employer and/or its representative will have the right to discharge, suspend or discipline an employee for the just cause.

B. In the case of suspension or discharge, the Mayor and Council, through the Borough Administrator, will notify the Association in writing within five (5) working days of such action.

C. The Association may contest such an action in the grievance procedure and shall notify the borough Mayor and Council, through the Borough Administrator, of its intent to contest within five (5) working days of receipt of the notice of suspension or discharge.

## **ARTICLE XVI**

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is mutually agreed that there shall be no discrimination because of race, color, sex, age, marital status, national origin, or physical disability, unless based upon a bona fide job requirement. Association and Borough representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against

shall be encouraged to use the grievance provision of this contract prior to seeking relief through other channels.

## **ARTICLE XVII**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is found invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provision shall not be affected thereby and shall be continued in full force and effect.

## **ARTICLE XVIII**

### **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement.

**ARTICLE XIX**  
**TERMS OF AGREEMENT**

This Agreement shall take effect January 1, 2004 and shall remain in full force and effect through December 31, 2006, and thereafter from year to year unless either party shall give notice in writing, no sooner than one hundred twenty (120) days nor later than sixty (60) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter-proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

**THE CLERICAL WORKERS ASSOCIATION  
OF THE BOROUGH OF MANVILLE**

**BOROUGH OF MANVILLE  
SOMERSET COUNTY, NJ**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Angelo Corradino, Mayor

**WITNESS:**  
  
\_\_\_\_\_

**WITNESS:**  
  
\_\_\_\_\_ Gary P. Garwacke, Administrator

**DATED:**