

AGREEMENT

BETWEEN

BOROUGH OF MANVILLE  
SOMERSET COUNTY, NEW JERSEY

AND

TEAMSTERS LOCAL UNION NO. 469  
CLERICAL WORKERS  
AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

DARLEN

Resolution #2019-238  
Acceptance of Memorandum of Agreement  
Teamster's Local Union No. 469 – Clerical Workers

WHEREAS, after negotiations with Teamster's Local Union No. 469, Manville Clerical Workers, a Contract for January 1, 2020 through December 31, 2023 has been drafted which must be endorsed by the Borough of Manville.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Manville, County of Somerset, and State of New Jersey, that they hereby approve the attached Contract and authorize the Borough Administrator to endorse same.

Borough of Manville,  
*Richard M. Onderko*  
Richard M. Onderko, Mayor

ROLL CALL

Introduced	Seconded	Council	Yes	No	Abstain	Absent
		MAGNANI	✓			
		LUKAC	✓			
✓		PETRONE	✓			
	✓	SKIRKANISH	✓			
		SZABO	✓			
		ZAMORSKI	✓			
		MAYOR ONDERKO				

ADOPTED this 16<sup>th</sup> day of December, 2019.

Attest:  
Wendy Barras  
Wendy Barras, Temporary Acting Borough Clerk

## **PREAMBLE**

This Agreement entered into this 16<sup>th</sup> day of December, 2020 by and between the Borough of Manville, in Somerset County, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and Teamsters Local Union No. 469, Affiliated with International Brotherhood of Teamsters hereinafter called the Union", represents the complete and final understanding on all the bargain able Issues between the Borough and the Union.

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**ARTICLE I**  
RECOGNITION

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

**ARTICLE II**  
**UNION RIGHTS**

Employees shall have the right to organize, join and support their Union 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 the Union (or other so designated bargaining unit, provided such Union meets an 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**  
**DUES CHECK OFF**

Upon receipt by the Borough of a voluntary written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Borough and the Union and consistent with applicable State Law, and which shall call for deduction from the wages of such member of monies for payment to the Union of his/her membership dues (and initiation fee if a new member) which shall be uniform, the Borough thereafter will deduct from the first pay each month of each such member, during the full term of this agreement and any extension or renewal thereof and periodic Union dues (and initiation fee if a new member).

The Borough will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address: 3400 Highway 35, Suite 7 Hazlet, New Jersey 07730 provided the Union shall previously have notified the Borough of the amount of dues and initiation fee to be deducted and shall have furnished the Borough with the signed voluntary written assignment from each member whose dues and/or initiation fee are to be deducted.

The Union shall indemnify and save harmless the Borough against any and all claims, demands, suits, or other forms of liability by reason of action taken by the Borough in reliance upon signed authorization cards furnished to the Borough by the Union and in compliance with the provisions of this Article.

The Borough may suspend or terminate the deduction of provisions of the contract where prompt and corrective action is not taken after notice by the Borough to the business agent of the Union in the event of a violation of the foregoing provisions of Article 16, above, relative to strikes or work stoppages.

Any employee who elects not to join the Union after the six-month probationary period shall be governed by the provisions of the New Jersey Workplace Democracy Enhancement Act of 2018".

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

Except to the extent expressly modified by a specific provision of this Agreement, the Borough of Manville reserves and retains solely and exclusively all its statutory and Common Law Rights to manage the operations 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 the said Clerical Workers.

The Borough retains all rights invested or conferred upon it pursuant to laws and the Constitution of the United States Government and 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 and 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 the good and just cause according to law.
4. The exercise of the foregoing powers, rights, authority, duty and responsibility 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 V**  
**WORK WEEK AND OVERTIME**

- A. The pay period for employees of the clerical workers 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 clerical workers 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 or forty (40) hour work week will be observed. Exceptions to the hours of work are subject to mutual agreement between the Borough Administrator and the employee.

Facility Hours:

Facility hours may be modified by the facility manager.

- C. All unauthorized absences from work stations without prior permission of the 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 (1½) times their regular rate of pay. All overtime is to be approved by a supervisor prior to being incurred.
  
- 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.
  
- F. An employee called in to work at a time other than his normal schedule shall be entitled to a minimum of two (2) hours of call time pay. Call time shall mean two (2) hours of straight time or actual hours worked, at time and one-half, whichever is greater.

## ARTICLE VI SENIORITY

It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.

The seniority of an employee is defined as the length of continuous service as a department employee dating back to his/her last date of hire.

In the event of a layoff and rehiring, the last person hired shall be the first one to be laid off and the last person laid off shall be the first to be recalled in accordance with this seniority, provided in the judgment of the department, the more senior employee is able to do the available work in a satisfactory manner, and provided that he/she has the proper qualifications.

Part-time employees shall be the first to be laid off and last to be rehired.

When promotions to a higher position or transfers to other positions are in order, the Borough shall first attempt to make promotions or transfers from its regular employees. Considerations for such promotions or transfers shall be based first upon ability to perform the work and qualifications, and then upon seniority as a Borough employee and if any employee so promoted or transferred is not deemed qualified after a six (6) month trial period, the Borough may remove him/her and retransfer him/her to his/her formal position at the same rate of pay they had prior to the promotion or transfer. The decision as to whether an employee is qualified shall be made by the Borough.

Once per year, the Borough shall prepare and forward to the Union a seniority list of employees by classification, by department, and by length of service with the Borough. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employees' names, classifications and seniority dates.

Seniority shall terminate: when the employee resigns; when the employee is discharged for just cause; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of five (5) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working weeks' notice of recall from the Borough.

Notice of recall to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Once notified, an employee shall have three (3) days to give notice of his intent to return to work and ten (10) days to return to work.

Employees shall be considered "probationary" during their first six (6) months of employment.

**ARTICLE VII**  
**SALARIES**

Yearly Increases	2%	2%	2%	2%
Position	2020	2021	2022	2023
Records Clerk - Police Department	53,060	54,122	55,204	56,308
Executive Assistant - Police Department	56,244	57,369	58,516	59,686
Support Specialist - Police Department	52,122	53,164	54,228	55,312
Assistant - Board of Health and Registrar	51,974	53,014	54,074	55,155
Administrative Assistant - Public Works	62,281	63,527	64,797	66,093
Technical Assistant - Code Enforcement	53,783	54,859	55,956	57,075
Administrative Assistant - Tax/Finance	35,030	35,730	36,445	37,174
Sports and Administrative Cord. Rec.	35,030	35,730	36,445	37,174

Any person hired after January 1, 2020 may receive a starting salary less than in the above salary guide, but in no instances shall that salary be reduced more than ten percent of the current yearly salaries.

**ARTICLE VIII**  
**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.)

<u>Anniversary</u>	<u>Vacation</u>
6 months to 1 year	6 days
2 through 6 years	12 days
7 through 12 years	15 days
13 plus years	20 days

C. PAY DURING VACATION

All vacation shall be granted at the base salary rate. Payment for vacation periods in excess of two weeks shall be made on the established payday prior to the employee's starting vacation. Employees are to give a minimum of two weeks advance notice for a vacation pay request.

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 IX**  
**HOLIDAYS**

A. Borough Hall and Police Department employees will be provided the following paid holidays:

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

The Administrative Assistant to the Director of Public Works will be entitled to the same holidays, including floaters and personal days, as is provided within the Teamsters DPW Agreement.

B. To be entitled to payment for the above-mentioned holidays, all 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 listed above falling on Saturday will be observed on Friday, holiday's falling on Sunday will be observed on Monday. Employees performing work on the above holidays shall be paid at (1½) times their normal hourly rate plus the holiday pay.

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

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

**ARTICLE X**  
SICK AND BEREAVEMENT LEAVE

A. SICK LEAVE

1. Definition

- a. 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.
- b. 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, and including reasons under the New Jersey Sick Leave Policy. Sick Leave may also be utilized for short periods because of death in the employee's immediate family as defined in Bereavement Leave including reasons under the "New Jersey Sick Leave Policy".

2. Amount of Sick Leave

- a. All employees of the Borough hired after January 1, 1991 are entitled to accumulate ten (10) sick days per year. Sick leave may be used in one (1) hour increments.
- b. 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; an extended illness shall be defined as an illness that has a duration of more than two (2) weeks.
- c. 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 need for such purpose.

3. Reporting of Sick Leave Absence

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.

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#### 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.

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 return will not jeopardize the health of other employees.

#### 5. Record Keeping

a. The record keeping of sick day accumulation shall be the function of the Payroll Coordinator'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 Payroll Coordinator'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 upon retirement because of age or disability, the Borough shall pay on a three (3) to one (1) ratio, with a maximum accumulation of seventy-five (75) days at the prevailing rate of pay.



## 8. Bereavement Leave

- a. Every full-time and permanent part-time clerical worker shall be allowed four (4) day's leave with pay upon the death of his/her immediate family.
  - b. For the purpose of this section, a member of the immediate family shall be limited to the father or step-father, mother or step-mother, husband, wife, brother, sister, grandchildren, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law, 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 a maximum of two (2) days with pay upon death of an aunt or uncle.
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**ARTICLE XI**  
**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 self-employed.

The Borough will comply with the provision of the FLMA and NJFLA in connection with granting leave without pay to employees in the bargaining unit.

**ARTICLE XII**  
**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 the same. During the period of time the employee is performing this public service, that 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 any employee is not impaneled and/or is dismissed for the day (prior to 4:00 p.m.) or does not have to report on a specific 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 court 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 XIII**  
**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 XIV**  
**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 (SHBP).
  2. Major Medical Insurance
  3. Group Life Insurance
  4. Disability Insurance through the State Plan
  5. Dental Insurance
- 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 as of the retirement date; employees hired after January 1, 2016 are not entitled to retirement health benefits. Each retired employee hired after January 1, 2016 may elect to continue his/her coverage at their own expense.
- D. At age 65, all retirees shall receive medical benefits through the federally provided Medicare program as their primary coverage.
- E. The Borough shall assist employees to obtain supplemental life insurance and/or disability insurance under the group policies provided for these benefits. All costs for supplemental benefits shall be paid by the employees receiving same and shall be subject to approval of the insurance carrier(s) for the group policies.
- F. For employees hired before January 1, 2016, Post-Retirement Health Benefits, in accordance with New Jersey State Health Benefits, Chapter 48 Regulations will be available with a 20% contribution toward coverage costs.

**ARTICLE XV**  
GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so 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 constructed 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 Union.

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 Union 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 working days after presentation of the grievance, give his decision.

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## 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 will give his/her answer within ten (10) calendar days of the presentation of the grievance in Step Two.

## STEP THREE:

If the 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 Borough 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 representing party of the Borough or Union Business Agent may within ten (10) calendar days, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.
  2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall 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 Union. Any other expense 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 findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding.
  5. 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.
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## **ARTICLE XVI**

### **DRIVE**

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis. In one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. (Democratic Republic Independent Voter Education)



**ARTICLE XVII**  
**SHOP STEWARD**

The Employer agrees to grant the necessary time off without loss of pay to the Shop Steward or Assistant Shop Steward of the Local Union or delegates designated by the Union to attend any State or National Conventions or seminars of the Local Union. Such time off as herein described is not to exceed one event in any calendar year, limited to three days. Proof of attendance will be required.

## **ARTICLE XVIII**

### **Vision Program**

The Borough of Manville agrees to provide vision benefits through the Teamsters Local Union No. 469 Health and Welfare Fund. These benefits cover employees and their dependents, which include a yearly examination, prescription eyeglasses and/or contacts. The Borough will remit a monthly contribution of \$20.00 per month for each covered employee to the union's fund office.

**ARTICLE XIX**  
**NO-STRIKE PLEDGE**

A. 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 willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout, or other job action against the Borough). The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, 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 Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, 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 Union.

**ARTICLE XX**  
DISCHARGE AND DISCIPLINE

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

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

C. The Union 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 ten (10) working days of receipt of the notice of suspension or discharge.

**ARTICLE XXI**  
SEPARABILITY AND SAVINGS

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

**ARTICLE XXII**  
**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties in 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 whether or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXIII**  
EQUAL EMPLOYMENT OPPORTUNITY POLICY

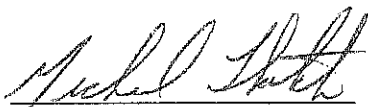
It is mutually agreed that there shall be no discrimination because of race, color, sex, age, marital status, national origin, or physical disability, unless based upon a bona fide job requirement. Association and Borough representatives shall work cooperatively to assure the achievement of equal employment 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 XXIV**  
**TERMS OF AGREEMENT**

This Agreement shall take effect from January 1, 2020 and shall remain in full force and effect through December 31, 2023 and thereafter from year to year unless either party shall give notice in writing, no sooner than one hundred twenty (120) and not 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.

Teamsters Local Union No. 469



Michael Tkatch, Business Agent

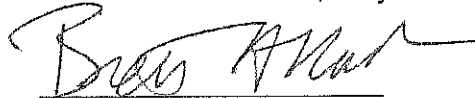


Violet Hall, Shop Steward

Borough of Manville



Richard M. Onderko, Mayor



Brett Radi, Borough Administrator