

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning JAN 1 2021 thru DEC 31, 2024

Employer: City of Bordentown

County: Burlington

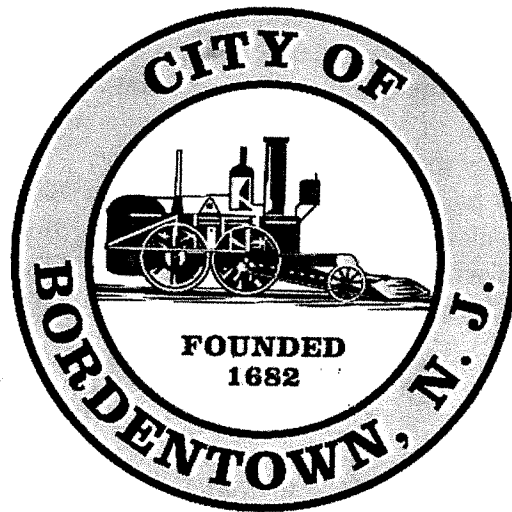
Date: 2/3/2023

Name: Margaret M Rak
Print Name

Title: Administrator, CFO, QPA
Margaret M Rak
Signature

**PUBLIC WORKS
EMPLOYEES**

AGREEMENT
By and Between
THE CITY OF BORDENTOWN
And
DEPARTMENT OF PUBLIC WORKS
EMPLOYEES



Effective: January 1, 2021

Expiration: December 31, 2024

THIS AGREEMENT made this 12th day of July 2021 between the **CITY OF BORDENTOWN**, hereinafter referred to as the “City” or “Employer”, with its main offices located at 324 Farnsworth Avenue, Bordentown, New Jersey 08505, and the **EMPLOYEES OF THE PUBLIC WORKS DEPARTMENT** hereinafter referred to as “Employee(s)” agree to be bound by the terms and provisions of this Agreement.

ARTICLE I

PURPOSE: This Agreement entered into between the City and the Public Works Department employees has as its purpose the promotion of harmonious relations between the City and the Employees, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment with the City.

ARTICLE II

BARGAINING UNIT REPRESENTATIVES: The City recognizes the right of the Employees to designate Bargaining Unit Representatives and Alternates. The authority of the Bargaining Unit Representatives and Alternates so designated by the Employees shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
2. The Bargaining Unit Representative or their duly appointed alternates, shall be permitted reasonable time to investigate, present and process grievances on company property without loss of time and/or pay during regular working hours, and where mutually agreed to by the Employees and the City;
3. Such time spent in handling grievances during the Bargaining Unit Representative’s regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Bargaining Unit Representative;
4. The Employees shall not designate more than one (1) Bargaining Unit Representative or more than two (2) Alternates.

ARTICLE III

EMPLOYEE RIGHTS: The parties agree to comply with all Equal Employment Opportunity guidelines, directives, or statutes. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the City or any agent or representative thereof, shall be subjected to the prescribed grievance procedures herein set forth and Civil Service Rules and Regulations.

ARTICLE IV

GRIEVANCE PROCEDURES: The City or Employee may request a direct resolution by a panel to include the following: Mayor, Director of Public Property, Streets & Water, City Administrator and three employees selected by the aggrieved employee.

ARTICLE V

SENIORITY: Seniority is defined as an employee’s total length of service with the City beginning with his/her initial date of hire. Seniority shall be considered for purposes of scheduling

personal leave; comp time leave or when a job opening occurs within the bargaining unit. Seniority shall not be the sole determining factor but between qualified persons, preference shall be given according to seniority.

Should the City decide to reduce the workforce in any particular job position, the City will reduce the number of employees in that particular position on the basis of seniority or skill set required within that particular position. The skill set will be determined by an evaluation of the job skills by the City in consultation with the Bargaining Unit Representatives.

Employees shall be recalled for work from laid off status in the order of seniority, provided that the employee possesses the requisite skill, qualifications, and ability to perform the available work. The necessary qualification determination or assessment shall be at the sole discretion of the City.

ARTICLE VI

VACATION LEAVE: All employees covered under this Agreement and eligible for vacation leave shall be entitled to vacation leave as follows:

1. Vacation time shall accrue monthly at eight (8) hours per month of employment until the employee has completed three (3) years and one (1) day of employment. At the discretion of the Supervisor or Director of Public Property, Streets & Water, earned time may be credited in advance for just cause when warranted.
2. One (1) to five (5) Years of Service: 12 Days (96 hours)
3. Six (6) to twelve (12) Years of Service: 15 Days (120 hours)
4. Thirteen (13) to twenty (20) Years of Service: 20 Days (160 hours)
5. Twenty-one (21) and over 25 Days (200 hours)

Employees shall earn Vacation Leave based on the employee's original date of hire.

Vacation leave is credited at the beginning of the calendar year in anticipation of continued employment with the City.

Probationary employees will not be entitled to take vacation days during the period of probation and, if not granted "permanent status", will not be entitled to any pay for vacation leave.

If an employee resigns, retires, is discharged, or otherwise leaves the City's employment during the year, his/her vacation time shall be prorated. If the employee has used vacation leave that is not earned and he/she leaves the City's employment, the employee's last paycheck shall be reduced by the amount of vacation leave the employee used but did not earn. Any employee who has resigned or who has otherwise separated from employment with the City shall be entitled to the vacation allowance established in this article prorated on the basis of the number of months worked in the year of resignation or separation.

Vacation leave may be carried forward into the succeeding year but must be used prior to June 30th of the succeeding year as permitted or directed by the Superintendent of Public Works. Vacation leave taken before June 30th shall be charged first to the days carried over from the previous year. Employees shall have the option to sell back unused vacation leave carried from the previous year up to eighty (80) hours and shall do so in writing to the City Administrator.

Once a vacation request has been approved, it cannot be modified unless mutually agreed. All vacation requests are subject to final approval of the City Commissioners.

Vacation requests shall be handled as follows:

1. Employees must submit their vacation requests by February 15th in order to receive vacation based on seniority. In other words, when employees submit their vacation requests by February 15th and two or more requests are received for the same time frame, the Superintendent shall grant vacation to the most senior employee.
2. Vacation requests submitted after February 15th shall be granted on a first come-first serve basis with no consideration of seniority.
3. All vacation requests are subject to final approval of the Superintendent and shall only be granted at the Superintendent's discretion that manpower is not a concern.

ARTICLE VII

SICK LEAVE: Sick time shall accrue monthly at ten (10) hours per month of employment until the employee has completed three (3) years and one (1) day of employment. At the discretion of the Supervisor or Director of Public Property, Streets & Water, earned time may be credited in advance for just cause when warranted.

All full-time employees covered by this Agreement shall be granted sick leave pay of fifteen (15) days per year. The amount of sick leave not taken shall accumulate from year to year as provided under this Article. Any employee who has used more than 75% of their sick time not related to a doctor recognized illness shall be subject to termination.

Sick time is credited at the beginning of the calendar year in anticipation of continued employment with the City. If an employee resigns, retires, is discharged, or otherwise leaves the City's employment during the year, the City has the right to prorate his/her sick time upon retirement or separation of service and the employee will be entitled to utilize a prorated amount of their sick leave in the year of their retirement or separation of service.

The term "sick leave with pay" is hereby defined to mean the necessary absence of duty due to illness, injury or exposure to contagious disease, medical procedure that would exclude one from work and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is sick or ill.

Employees absent on sick leave for a period of three (3) or more consecutive workdays may be required by the City to provide medical evidence to the City sustaining the illness. If an employee fails to provide medical evidence immediately upon reporting to work, the City shall not pay the employee for the time off. Moreover, the City shall require employees to be cleared to return to work through medical examination by a medical facility of the City's choice if the employee is out sick for more than three (3) days per calendar month.

If the duration of absence exceeds two (2) days, it will be necessary to report every third day unless the employee has provided the City with a physician's note indicating a projected date of return to work. Failure to report absences and/or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action and/or dismissal. *

Any employee who has exhausted their sick time in each of the three (3) previous years shall be subject to termination if illnesses are not doctor recognized illnesses. *

**These two (2) terminations situations may be appealed to the Grievance Board and their determination is final to the extent that the Law will allow.*

In all cases of illness, whether of short duration or long term, the employee is required to notify the Superintendent of Public Works that the employee will be out of work, giving the expected date of return to work if it can be provided. Notification shall be made by the employee no later than the scheduled start of the workday (in most cases 7:00 am) and must speak directly to the Superintendent or his designee. If the Superintendent or his designee cannot be reached, then the Director of Public Property, Streets & Water shall be contacted. If all efforts to reach the Superintendent, his designee or the Director of Public Property, Streets & Water, then the employee must contact the City Administrator after 8:30am and before 9:00am to report their absence from the workplace. **Voice Mail or Text messages are not acceptable for unintended absences.**

Upon retirement, those employees hired **prior to May 21, 2010**, shall be entitled to payment of fifty percent (50%) of all unused sick leave which they have accumulated at the time of retirement, up to a **maximum benefit payable up to \$18,000.**

Upon retirement, those employees hired **after May 21, 2010**, shall be entitled to payment of fifty percent (50%) of all unused sick leave which they have accumulated at the time of retirement, up to a **maximum benefit payable up to \$15,000** in accordance with Chapter 3, PL 2010.

When planning for retirement, the employee must notify the City of his/her intention to retire the year before the employee's expected retirement for budgeting purposes. If the employee notifies the City of his/her intent to retire the year before retirement, the employee shall receive his/her accumulated sick leave three (3) weeks after the City's budget adoption. If an employee fails to provide notice of retirement the year before the employee retires, the employee shall not receive unused accumulated sick leave until the year following retirement unless it is determined by the Chief Financial Officer that funds are available in the Municipal Budget.

For purposes of this Agreement, retirement shall be pursuant to the provisions of a State administered or approved retirement system.

ARTICLE VIII

PERSONAL LEAVE: Each employee who has worked for the City for a full twelve (12) months shall be eligible for four (4) paid personal leave days which shall be credited on January 1st of the calendar year. Unused personal leave remaining at the end of the calendar year shall be converted into vacation days for the succeeding year.

Newly hired employees shall be credited on the anniversary date of the completion of their first year of employment with the prorated portion of personal days carrying them to the end of that calendar year in which they are earned.

Personal Leave is for the purpose of conducting personal business and/or family duties. The use of such personal days shall require a minimum of forty-eight (48) hours' notice to the employee's immediate supervisor and subsequent approval of the Superintendent. In the case of unforeseen circumstances and/or emergency, this notification requirement may be waived, suspended, or altered upon the approval of the Superintendent.

ARTICLE IX

HOLIDAYS: Each employee covered by this Agreement shall be entitled to the following Holidays with pay:

<i>New Year's Day</i>	<i>Martin Luther King Day</i>	<i>Presidents' Day</i>	<i>Good Friday</i>
<i>Juneteenth</i>	<i>Memorial Day</i>	<i>Independence Day (July 4th)</i>	
<i>Labor Day</i>	<i>General Election Day</i>	<i>Veterans' Day</i>	
<i>Thanksgiving Day</i>	<i>Christmas Day</i>		

Two (2) Floating Holidays will be provided employees; *Lincoln's Birthday, Columbus Day*. Floating Holidays will be used as permitted by the Superintendent of Public Works. Unused Floating Holidays shall convert to Vacation Leave in the succeeding year.

The day following New Year's Day, Thanksgiving Day and Christmas Day shall be holidays whenever such following day is a normal weekly workday (Monday through Friday).

When a Holiday falls on a Saturday or Sunday, employees shall receive the preceding Friday with pay or Monday with pay, respectively.

Examples:

1. New Year's Day, Jan. 1 or Christmas Day, Dec. 25 is on a Sunday, the employee will receive Monday as a paid holiday; NO day following is applicable.

2. New Year's Day, Jan. 1 or Christmas Day, Dec. 25 is on a Monday, the employee will receive Monday as a paid holiday and Tuesday (normal regular workday) shall be classified as "the day following" and employees will receive this day as a paid holiday.

3. New Year's Day, Jan. 1 or Christmas Day, Dec. 25 is on a Saturday, the employee will receive Friday as a paid holiday; NO day following is applicable.

To be eligible for pay for holidays, an employee must have worked the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless under a doctor's care or prearranged as part of vacation time approved by the Supervisor or Director of Public Property, Streets & Water.

ARTICLE X

BEREAVEMENT LEAVE: The Employee shall have up to three (3) days leave in the event of the death of an employee's spouse, child, parent, stepparent, stepchild, brother/sister, brother/sister-in-law, father/mother-in-law, son/daughter in law, grandparents, or grandchildren.

Each employee shall have one (1) day leave for aunts, uncles, nieces, and nephews which shall be used on the day of the service if the event falls on a regular workday. Additional bereavement days may be granted by the Director of Public Property, Streets & Water, or the Mayor in the absence of the Director.

ARTICLE XI

PROBATION PERIOD: All new employees shall be considered to be on probation for a period of ninety (90) days effective on their start date and may be discharged without cause during the ninety (90) day probationary period.

ARTICLE XII

NO STRIKE-NO LOCKOUT: In addition to any other restrictions under the law, the Employees will not cause a strike, work slowdown, work stoppage or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the City's work. The City shall not cause any lockout. If the Employee(s) violates this section, then such person or persons shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

ARTICLE XIII

OVERTIME: All work performed in excess of forty (40) hours in any, one (1) week, or eight (8) hours in one (1) workday, shall receive compensation at time and one half.

Special Events, i.e., Street Fair, Cranberry Festival, or other City-wide events, Employees will be scheduled to work four (4) or eight (8) hour shifts for which overtime shall be paid at one and a half times the hourly rate.

All employees must be available for at least 60% of emergency overtime. Overtime shall be offered to those employees of the Public Works Department on a rotating schedule.

MEAL ALLOWANCE: Any employee who works during any single workday, four (4) hours overtime in addition to a normal eight (8) hour workday, shall be compensated for a meal allowance for each four (4) hour overtime period worked. If the employee must pay for a meal, then the employee must present a receipt with a date and time to the Chief Financial Officer to be reimbursed by the City. The City's meal allowance/reimbursement shall be limited to \$20.00 per meal, per employee. Failure to provide a receipt shall be cause for the City to deny reimbursement.

COMPENSATORY TIME: Upon filling out a compensatory time request form for overtime earned at time and one half, the Employee will have the option to request compensatory time equal to time and one half in lieu of pay. The employee may use this time at the employee's discretion; however, it must be approved by the Superintendent of Public Works or Director of Public Property, Streets & Water based on manpower needs. Accrued compensatory time can be accumulated up to a maximum of sixteen (16) rolling hours. Compensatory Time must be used in the year in which it is accumulated and is NOT paid out upon retirement or separation.

OVERTIME OFFER: The offer of overtime shall mean that the City will call by telephone or communicate directly with the employee. If the offer of overtime is made by telephone, then only one (1) attempt shall be made. If the employee is not home or does not respond, then it shall be deemed a "no contact". Should the employee respond prior to the assignment being filled, the employee will be allowed to fill the overtime assignment.

No employee shall be permitted to accept an overtime assignment if the employee does not possess the necessary skill and ability to properly and safely perform the work.

Management will make every reasonable attempt and effort to assign overtime in a fair and equitable manner taking into consideration of skill and ability.

HOLIDAY OVERTIME: An employee assigned to work on a City designated Holiday shall be paid at the rate of double time for all hours worked on the following holidays:

New Year's Day Memorial Day Thanksgiving Day Christmas Day

All other Holidays as designated by the City shall be paid at the rate of time and one half.

CALL IN: In the event an employee is *called in* to work other than their normal working hours, the employee shall be paid at a rate of time and one half (1.5) for all time worked during that *call in* period.

In the event an employee is *called in* to work other than their normal working hours and such *call in* is on a **Sunday**, the employee shall be paid at a rate of double time for all time worked during that *call in* period.

In no such case shall an employee be paid for less than two (2) hours for *call in* work. If an employee must continue to work beyond the first two (2) hours, he/she shall be paid a minimum of two (2) more hours of compensation. Hours worked in excess of four (4) shall be compensated as time worked in accordance with Article XIII, Overtime.

ARTICLE XIV

SAFETY REPORT: Whenever an employee is assigned to drive or operate a City vehicle or equipment and said employee feels such vehicle or equipment requires such repairs that it is unsafe, hazardous, or defective to safely operate, the employee shall immediately notify their immediate supervisor or other appropriate managerial employee of said safety hazards or defects. The Supervisor shall request the employee to complete, in writing, a Safety Report as agreed upon by the parties to this Agreement.

ARTICLE XV

LONGEVITY: Longevity pay as set forth below for all unit employees shall be paid in addition to his/her annual base salary based upon their date of hire:

15 Years of Service:	\$1,500.00
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Longevity shall not be considered part of the employee's base salary. Longevity shall be paid to the employee by December 31st and may be prorated on the basis of the percent of remaining time in that year.

Longevity payments will not be applicable to all employees hired after January 1, 2017.

ARTICLE XVI

ON THE JOB INJURY: All accidents shall be reported immediately to the employee's Supervisor. If an employee is injured, treatment shall be sought through the City physician or local hospital. If an employee is sent home by the City physician, the local hospital or any other medical professional designated by the City, the employee shall be entitled to be paid for the remainder of the workday on which the employee is sent home.

ARTICLE XVII

HEALTH/PRESCRIPTION BENEFITS: The City shall provide to each full-time employee and the employee's dependent family members medical and prescription drug benefits as provided for under the New Jersey State Health Benefits Program as administered by the Department of Treasury, Division of Pensions and Benefits in accordance with New Jersey State Law. The City is not responsible for any difference between coverage or co-pay changes made by the State under

the New Jersey State Health Benefits Program. Changes made by the State are the responsibility of the employee.

A health contribution amount to offset the annual cost to the employee for medical and prescription benefits will be provided through the payroll health deduction process in the following amounts:

2021: \$1,600 2022: \$1,700 2023: \$1,800 2024: \$1,900

The City may, in its discretion, change providers for medical and prescription drug coverage provided the coverage is equal to or better than the NJ State Health Benefits Program plan.

Any employee retiring from the City of Bordentown with **thirty (30) years of service** and attaining at least **62 years of age or older** shall have the opportunity to remain in the medical insurance plan and be entitled to City paid health coverage (***Single or Employee/Spouse ONLY***) less the retiree's contribution as required by the State of New Jersey PL 2011, Ch. 78. Any such employee must enroll in Medicare Part B when eligible as the primary insurance coverage.

Any employee hired on or after January 1, 2017, will not be eligible for paid health benefits at the time of retirement.

VISION COVERAGE: Employees covered under this Agreement, their spouse and dependents shall be entitled to reimbursement of vision expense. A paid receipt must be provided by the employee as proof of services rendered by a professional for vision services, insurance premiums and appurtenances. (i.e., prescription eyeglasses, sunglasses, contact lenses, etc.) Medical Insurance co-pays are not to be considered as reimbursable under this Article. The reimbursement amounts are as follows:

2021: \$900.00 2022: \$1,000.00 2023: \$1,100.00 2024: \$1,200.00

Health coverage, prescription drug coverage, and vision coverage (as provided in this article) shall continue in full force and without interruption during the period of time that an employee is on workers' compensation leave and/or FMLA.

ARTICLE XVIII

WORK CLOTHES: All City employees shall be entitled to a maximum reimbursement of two hundred (\$200.00) dollars annually for the purchase of work shoes/boots. Financial or medical reimbursement will be on an individual employee basis.

The City shall provide work uniforms for all employees who are eligible under this Agreement who regularly work outdoors, through a uniform service. The City shall provide through this service ten (10) pairs of pants, ten (10) shirts and a combination of four (4) jackets.

The City agrees to continue its policy of providing and maintaining rain gear and safety vests as needed.

The City shall provide an allowance toward the purchase of a winter jacket or bib overalls or coveralls as part of the standard work uniform for all employees who are eligible under this Agreement and who regularly work outdoors up to a maximum of one hundred and fifty dollars (\$150.00) per contract term.

The City reserves the right to change the uniform or clothing service during this contract at the expense of the City as long as the new service is equal to or better than the current uniform service.

ARTICLE XIX

JURY/COURT SERVICE: An employee shall be excused from work on a workday during which time the employee serves on a jury of any federal, state, county, or other court. The employee must provide the City with a minimum of a three (3) week notice and a copy of such jury duty notice. Employees shall be fully paid for such time lost from their regular and normal work shift.

If the employee is excused from jury duty three (3) hours prior to the end of their regular and normal work shift, the employee shall be required to report to work for the balance of their regular or normal shift.

If an employee does not need to report to jury duty, and does not report for work, the employee will be docked eight (8) hours pay for each offense.

It is understood that no employee will receive pay for more than eight (8) hours in any, one (1) day or forty (40) hours in one (1) week. The employee agrees to provide the City with the check received from the Court for jury duty.

An employee shall be excused from work on a workday during which the employee attends any court or legal proceeding as a result of a subpoena served on behalf of the City and shall be fully paid for any time lost from their regular and normal shift.

ARTICLE XX

MAINTENANCE OF STANDARDS: The City agrees that all conditions of employment and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE XXI

WORK HOURS AND REST PERIODS: A normal workday shall consist of eight (8) hours in duration, excluding a one-half hour lunch period. The normal workday shall start at 7:00 AM and end at 3:30 PM. There will be no split shifts; a normal workday cannot be split up to avoid overtime. If an employee does not adhere to this schedule, the employee shall be assigned to a 7:00am to 4:00pm workday. The schedule will not be changed back to 7:00am to 3:30pm until said employee appears before the Grievance Committee and shows cause why this schedule should be changed back to 7:00am to 3:30pm.

NEW WORK HOURS/DAYS: New work hours and/or workdays shall be mutually changed with Agreement by the Employees and the City.

BREAKS/REST PERIODS: Each employee shall be entitled to one (1) fifteen (15) minute morning break and one (1) fifteen (15) minute afternoon break. The breaks are inclusive of the time an employee takes to drive to a place to purchase a beverage or food or any other travel requirements.

NORMAL WORK WEEK: The normal work week shall be defined as Monday through Saturday, by mutual agreement between the City and the Employee. Exceptions to the Monday through Friday schedule shall apply to the following:

1. An employee who works on Saturday morning performing recycling and trash collection at the Public Works Garage/Recycling Center;

REQUIRED REST PERIOD: No employee shall be required to work in excess of a straight sixteen (16) hour period of employment. This means that an employee who begins their period of employment at 7:00 am and is required to work beyond the normal quitting time of 3:30 pm must “go off the clock” at 11:00 pm. Should an employee be required to work in excess of twelve (12) hours, that employee will not be required to return to their place of employment until that employee has been removed from his place of employment for a period of eight (8) hours.

ARTICLE XXII

WAGE INCREASE: All employees covered under this Agreement shall be entitled to the following annual salary increases:

2021: 3%

2022: 3%

2023: 3%

2024: 3.5%

The City reserves the right to adjust salaries of employees covered under this Agreement based on performance and skill level.

SKILL LEVEL INCENTIVES: Salary increases above the base salary percentage increase as outlined above shall be determined by an abilities test on designated equipment generally used by the City. A rating system shall be designed and instituted by the Superintendent of Public Works and/or Director of Public Property, Streets & Water in consultation with the employee representatives of said Departments or an outside consultant. Scores obtained will be equated to an appropriate salary increase above the annual percentage increase as outlined in this Article. Skill evaluations will be done on an annual basis and only increased skill levels per individual employees will be considered for salary adjustments each year.

ARTICLE XXIII

MISCELLANEOUS: Employee evaluations will be performed by the employee’s immediate supervisor or Department Head. Employee skill level surveys will be included in this Agreement and renewed on a yearly basis.

LICENSES/STIPENDS: An employee who obtains and retains a valid **CDL Driver’s License** shall receive an additional **\$800.00 per year**.

An employee who obtains and retains **valid water licenses** (T-all levels; W-all levels; N-all levels) shall receive an additional ~~\$400.00~~ **per license up to a maximum of \$1,500.00 per employee**.

Any employee covered by this Agreement who obtains a license or certificate, requiring continuing education credits, which directly relates to the performance of the employee’s duties, and which will directly benefit the City shall be eligible for an **annual stipend of \$100.00 per license or certificate which requires continuing education credits**. The City shall be responsible for any renewal fees of licenses or certificates requiring continuing education credits which directly benefit the City during the performance of the employee’s duties.

The City shall pay for specialty license costs, which may include testing, insurance, education, and other related expenses.

ARTICLE XXIV

DISCIPLINE AND DISCHARGE: The City agrees to engage in progressive discipline prior to suspension or discharge and shall not suspend or discharge any employee for disciplinary reasons without just cause.

All warnings and reprimands given to employees who violate City rules shall be issued in writing and copies shall be given to the employee and the Bargaining Unit Representative. All warnings and reprimands shall not remain in effect for more than 24 months.

ARTICLE XXV

RULES AND REGULATIONS: The City may establish such reasonable rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. A copy of such rules shall be sent promptly to the Employees. Any changes in or additions to these rules or regulations will be given in writing to the Employees before implementation.

ARTICLE XXVI

WORK ASSIGNMENTS: The Public Works Manager or his designee will assign employees to work certain shifts in order to maintain a rested and alert team of workers. No employee shall work over sixteen (16) hours straight for safety reasons.

ARTICLE XXVII

NON-DISCRIMINATION: Neither the Employees nor the City shall unlawfully discriminate against any employee in regard to hiring or other terms and conditions of employment on the basis of employee's membership and/or activities, race, color, religion, age, sex, national origin, marital or veteran status, the presence of a non-job-related medical condition, disability, sexual orientation, or any other status protected by the laws of the State of New Jersey and the United States of America.

ARTICLE XXVIII

SEVERABILITY: If any part, clause, portion, or article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause or article.

ARTICLE XXIV

MANAGEMENT RIGHTS: Unless expressly included in this Agreement, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, or other appropriate law including, but without limiting the generality of the foregoing, the following rights:

1. Management and administrative control of the City government and its properties and facilities

2. To hire all employees, to promote, transfer, assign, or retain employees in positions within the City and in regard to establish reasonable work rules and regulations.
3. To suspend, demote, discharge, or take any other appropriate disciplinary action against an employee in accordance with this Agreement and appropriate law.
4. To lay off employees in the event of the lack of work or funds or under conditions where the employee's work is inefficient and non-productive.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, directives and practices and the furtherance thereof and the use of judgment and discretion of this Agreement and then only to the extent such terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States of America.

Nothing contained in this Article shall be construed to deny or restrict the City of its rights, responsibilities, or authority under N.J.S.A. 40 and N.J.S.A. 40A as revised and amended or any other national, state, county, or local ordinances.

ARTICLE XXX

TERMINATION/EXTENSION OF CONTRACT: This Agreement shall be effective from the 1st day of January 2021 and shall remain in full force and effect until the 31st day of December 2024.

It shall be automatically renewed from year to year unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, which it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration of the Agreement.

All items provided for in this Agreement shall be retroactive back to January 1, 2021, unless otherwise mutually agreed upon by the City and the Employees.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this 12th day of July 2021.

FOR THE CITY OF BORDENTOWN:


FOR THE PUBLIC WORKS DEPARTMENT:




 Jennifer L. Sciortino – Mayor



 William Fasick, Employee Representative



 Joe Myers – Deputy Mayor



 James E. Lynch, Jr – Commissioner