

AGREEMENT

by and between

THE CITY OF BORDENTOWN, NEW JERSEY
DEPARTMENT OF PUBLIC WORKS
and

TEAMSTERS LOCAL NO. 35

Effective: January 1, 2011
Expiration: December 31, 2013

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AGREEMENT

THIS AGREEMENT made this 14th day of November, 2011, between the CITY OF BORDENTOWN (hereinafter referred to as the "CITY" or the EMPLOYER), with its main offices at 324 Farnsworth Avenue, Bordentown, New Jersey 08505, and the TEAMSTERS LOCAL NUMBER 35 (hereinafter referred to as the "TEAMSTERS" or the "UNION", affiliated with the International Brotherhood of Teamsters, having its office at 620 US Route 130 Trenton, New Jersey 08691, agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1 **PURPOSE**

This agreement entered into between the City and the Teamsters has as its purpose the promotion of harmonious relations between the City and the Teamsters 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 2 **RECOGNITION CLAUSE**

The City of Bordentown recognizes Teamsters Local Number 35 affiliated with the International Brotherhood of Teamsters as the exclusive representative for all regularly employed non-supervisory blue collar employees by the city of Bordentown Department of Public Works. Excluding managerial executives, confidential employees, supervisors, any seasonal employees that work a maximum of ninety (90) days in a calendar year, and any temporary employees that works a maximum of six (6) months in a calendar year, within the meaning of the Act; craft employees, professional employees, police employees, casual employees and all other employees employed by the City of Bordentown Department of Public Works.

ARTICLE 3 **CHECK OFF OF DUES**

The City agrees to deduct from the earnings of each employee union members dues and initiation fees when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the City against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deductions authorization cards submitted by the Union to the City. The City will forward all dues deductions monies collected on a monthly basis to the Secretary-Treasurer of the Union on or before the 15th of each month. A list of names of deductions will be forwarded monthly.

Any full-time employee or part-time employee working in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any new employee who does not join within thirty (30) days of the date of hire shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, initiation fee and assessments as certified by the Union to the City (Employer). The Union agrees to save the Employer harmless from any and all action it takes under this article.

ARTICLE 4
JOB STEWARDS

The City recognized the right of the Union to designate Job Stewards and Alternates. The authority of the Job Steward and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information (a) have been reduced to writing, or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages and/or work slow downs, work refusals.

The City recognizes these limitations upon the authority of Job Stewards and their duly appointed alternates and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose the appropriate discipline, including discharge, in the event the shop Steward has taken strike action, slowdown or work stoppage in violation of this Agreement or appropriate law. The Shop Steward 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 the regular working hours, and where mutually agreeable to by the Union and the City. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Union shall not designate more than one (1) Shop Steward or more than two (2) alternates.

ARTICLE 5
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 6
GRIEVANCE PROCEDURES

PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution to problems which may arise affecting the terms and conditions of the Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of their departmental supervisory staff.

DEFINITIONS

The term “grievance” as used herein means any controversy arising from or over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

STEPS OF THE GRIEVANCE PROCESS

The City and the Union have the right to mutually agree to expand any of the timeframes set forth in any of the steps of this Grievance process.

STEP NUMBER ONE:

An aggrieved employee shall discuss their grievance with the Shop Steward (or their alternate) and the Department Head within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle and resolve the grievance. Failure to act with established ten (10) working days shall be deemed to constitute an abandonment of the grievance on behalf of the employee(s).

The Director of Public Works shall attempt to settle and resolve the Grievance or render a decision within ten (10) working days after the grievance has been raised.

STEP NUMBER TWO:

In the event a satisfactory settlement or resolution has not been reached, the grievance shall be reduced to writing by the aggrieved employee(s) and one (1) copy be furnished to the City Commissioners, one (1) copy to the Director and one (1) copy to the Union within ten (10) working days following the determination by the Department Head.

The Director and the City Commissioners shall meet and attempt to resolve the grievance within twenty (20) working days from the time the written grievance was presented. The City Commissioners shall within ten (10) working days of such meeting, issue a written determination on the grievance. Copies of the written determination shall be furnished to the Shop Steward and the Union.

STEP NUMBER THREE:

If the Union is not satisfied with the disposition of the grievance at step number two, the Union may within ten (10) working days after the decision has been rendered by the City Commissioners, submit their grievance to arbitration. However, discipline involving probationary employees is not subject to arbitration. Major discipline as defined by the Civil Service shall be handled in accordance with the Civil Service appeal process. If the parties cannot mutually agree on an Arbitrator, a request for a panel of arbitrations shall be made through the Public Employment Relations Commission pursuant to N.J.A.C. 19:12-5.1. The cost of the arbitrator shall be equally borne by the Union and the City.

The decision of the Arbitrator shall be final and binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. The Arbitrator shall be without power to make any decision which requires the commission or an act prohibited by law or which violates the terms and conditions of the Agreement. The decision of the Arbitrator shall be in writing with reasons thereof except by mutual consent of the parties.

ARTICLE 7
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 purpose 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 and skill set required within that particular position.

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 8
SICK LEAVE

- A. 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. For the purpose of this Article, a "working day" for permanent full time employees shall be defined as an eight (8) hour day. During the first year of employment, a new employee shall accrue sick leave beginning with the employee's first full day as a full time permanent employee and proceeding through the remainder of the first calendar year on the basis of one (1) day per month, or major fraction of a month, of service.
- B. Any and all sick leave allotments are given in anticipation of continued employment. Therefore, the City has the right to prorate any employee's sick time upon retire 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.
- C. 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 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.
- D. Employees absent on sick leave for a period of three (3) or more consecutive work days 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 by Robert Wood Johnson if the employee is out sick for more than three (3) days per calendar month.
- E. Upon retirement or death, all employees regardless of date of hire shall be paid by the City for fifty percent (50%) of all unused sick leave which they have accumulated at the time of retirement or death, up to a maximum of \$15,000.00. The employee must notify the City of his or her plan to retire the year before the employee's expected retirement for budget purposes. If the employee notifies the City of his or her intent to retire the year before retirement, the employee shall receive

his/her accumulated sick leave three weeks after the City's budget being adopted. 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 or before then if the City has the money in the budget.

- F. In all cases of illness, whether of short duration or long term, the employee is required to notify his superior that the employee will be out of work, giving the expected date of return to work if the employee can provide such date. Notification shall be made by no later than 7:00 am and the employee must speak directly to the Superintendent or, if the Superintendent cannot be reached, the Director of Public Works, voice mail messages are not sufficient. 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.

ARTICLE 9 **PERSONAL LEAVE**

Each employee who has worked for the City for a full twelve (12) months shall be eligible for four (4) paid non cumulative personal leave days, which shall be credited on January 1st of the calendar year. Newly hired employees shall be credited on their anniversary date (first completed year of service) with the prorated portion of personal days carrying them to the end of that calendar year and receive the full four personal days on the following January 1. 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 case of any unforeseen circumstances and/or emergency, this notification requirement may be waived, suspended or altered upon approval of the Superintendent. Unused personal leave days remaining in any year shall be converted into vacation days.

ARTICLE 10 **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, brother or sister, brother in law, sister in law, mother in law, father in law, son in law, daughter in law, grandparents or grandchildren. Each employee shall have one (1) day for aunts, uncles, nieces and nephews which shall be used on the day of the service if the event falls on a regular work day. Each employee shall have three (3) days of bereavement leave for other family members not listed above who reside in the same household as the employee on the date of the relative's death.

ARTICLE 11 **UNION LEAVE**

The bargaining unit may use up to a total of two (2) eight (8) hour days for Union Shop Steward Training each year. Employees wishing to utilize this type of leave must request the leave at least one week before it is to commence. The taking of such leave shall not impede or adversely impact the efficient operation of the City's Department of Public works when it is taken.

ARTICLE 12
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. Management has the right to extend the probationary period for an additional ninety (90) days if warranted and agrees to notify the Union in writing of such extension.

ARTICLE 13
NO STRIKE NO LOCKOUT

In addition to any other restrictions under the law, the Union will not cause a strike, work slow down, 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 Union violates this section, then such parties or person(s) 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 14
OVERTIME

A. COMPENSATORY TIME

Upon filling out a compensation 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 City's Superintendent based on staffing needs. Accrued compensatory time can be accumulated up to a maximum of sixteen (16) rolling hours.

B. OVERTIME HOURS

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

C. MEAL ALLOWANCE

Any employee who works during any single work day, four (4) hours overtime in addition to a normal eight (8) hour work day, 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 City Clerk to be reimbursed by the city. However, the City's meal reimbursement shall be limited to \$12.00 per meal, per employee. Failure to provide a receipt shall be cause for the City to deny payment.

D. 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 by telephone, then one (1) attempt and only one (1) attempt by telephone shall be made. If the employee is not home or does not respond, then it shall be deemed a no contact. However, should the employee respond prior to the assignment being

filled, the employee will be allowed to fill the overtime assignment.

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

G. 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 Years Day, Memorial Day, Thanksgiving Day and Christmas Day. All other designated holidays shall be paid at time and one half.

H. 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 or a designated City holiday, 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 employee be paid for less than two (2) hours for call in work. If employee must continue to work beyond the first two (2) hours, he or she shall be paid for the time worked at time and one half.

I. ON CALL

While an employee is on call for the Water Department, the employee shall be paid a flat rate of for the time covering Monday through Sunday of \$175.00 for 2011, starting after the date of signing of the Agreement, \$200.00 for 2012 and \$225.00 for 2013.

Saturday and Sunday well and pump station checks shall be paid at the rate of time and one half.

ARTICLE 15
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 16
BULLETIN BOARD

The union shall have access to a suitable size bulletin board in each designated work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards.

ARTICLE 17
MILITARY OR NATIONAL GUARD

The City agrees to provide all employees with military leave in accordance with existing Federal and State laws and regulations.

ARTICLE 18
LONGEVITY

Longevity pay set forth below for all unit employees shall be paid in addition to and together with his annual base salary, based upon their date of hire:

After fourteen (14) years of service with the City of Bordentown - 2011 - \$850.00
2012 - \$900.00
2013 - \$950.00

Longevity shall not be considered part of the employee's base pay. Longevity shall be paid to the employee by December 31st. The Longevity payment granted in the 14th year shall be prorated on the basis of the percent of remaining time in that year.

ARTICLE 19
ON THE JOB INJURY

All accidents shall be reported immediately to the employee's Superintendent. If an employee is injured, treatment shall be sought through the City Physician or a 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 work day on which the employee is sent home.

ARTICLE 20
HEALTH BENEFITS

- A. The City shall provide to each full time employee and the employee's dependant family members medical health coverage and prescription drug benefits as provided for under the New Jersey State Health Benefits Program as administered by the Department of Treasury, Division of Pension 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. In the event it is necessary, the City may change insurance carriers as long as the coverage is equal to or better.
- B. Health coverage, prescription drug coverage, dental 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.
- C. VISION COVERAGE

Employees of the City and their immediate family shall be entitled to reimbursement of eye expenses up to a maximum of \$450.00 per year. A paid receipt for services rendered must be included with a signed voucher for reimbursement.

D. DENTAL COVERAGE

Employees of the City shall be entitled to reimbursement for dental care up to a maximum of \$450.00 per year. A paid receipt of services rendered must be included with the signed voucher for reimbursement.

ARTICLE 21
VACATION TIME

A. All employees covered under this Agreement and eligible for vacation leave with pay shall be entitled to vacation leave as follows:

One (1) working day of vacation for each month of employment during the first year of employment.

One (1) to five (5) years of service.....12 days or 96 hours
Six (6) to twelve (12) years of service.....15 days or 120 hours
Thirteen (13) to twenty (20) years of service.....20 days or 160 hours
Twenty-one (21) to twenty-nine (29) years of service.....25 days or 200 hours

Vacation leave is credited at the beginning of the calendar year in anticipation of continued employment with the City. However, in years that result in an increase in vacation time, the amount of additional vacation time shall be prorated until the end of that calendar year. Effective upon ratification of the Contract, current employees and future hires will accrue vacation time based on the original date of hire. 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 time. 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 time 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 time the employee used but did not earn.

B. Ten days (10) of vacation leave may be carried forward into the succeeding year and must be taken prior to June 30th as permitted or directed by the Superintendent. Vacation time taken before June 30th shall be charged first to the days carried over from the previous year. Any leftover vacation leave not used by June 30th shall be paid out.

C. 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.

D. 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 for the same time frame, the Superintendent shall grant the vacation to the most senior employee.

2. Vacation requests submitted after February 15th shall be granted on a first come first served basis with no consideration of seniority.

- 3. All vacation requests are subject to final approval of the Superintendent and shall only be granted if the Superintendent's discretion manpower is not a concern.
- E. Any employee who has resigned or who has otherwise separated from employment from 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.
- F. If an employee leaves the employment of the City for any reason before the end of the year after having taken a vacation allowance for the year, the employee may be charged with the unearned portion of their vacation allowance, which may be deducted from their final pay from the City.

ARTICLE 22
HOLIDAYS

Each employee covered by this agreement shall be allowed the following holidays with full pay:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Day
Washington's Birthday	Columbus Day	
Good Friday	General Election Day	

And the day following New Years, Thanksgiving and Christmas Day, whenever such following day is a normal weekly workday.

When a holiday falls on a Saturday, employees shall receive the preceding Friday off with pay. Should the holiday fall on a Sunday, employees shall receive the following Monday off with pay.

ARTICLE 23
WORK CLOTHES

All City employees who regularly work out of doors shall be compensated in July of each year for the purchase of one or more pairs of work shoes. The maximum amount of such reimbursement shall be one hundred and fifty dollars (\$150.00).

The City shall provide work uniforms for all employees who are eligible under this agreement and who regularly work outdoors, through a uniform service. The City shall provide through this service eleven (11) pairs of pants, eleven (11) shirts and a combination of four (4) jackets.

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

The City shall provide an allowance toward the purchase of either a winter jacket, 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 uniforms or clothing during this contract at the expense of the City as long as the new service is equivalent to the current uniform service.

ARTICLE 24
JURY AND 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 three (3) weeks 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.

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 work day 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 from any time lost from their regular and normal shift.

If the employee is excused from Court 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.

ARTICLE 25
MAINTAINENCE 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 improvements are made elsewhere in this Agreement.

ARTICLE 26
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 27
WORK HOURS AND REST PERIODS

A. NORMAL WORK DAY

The normal work day is eight (8) hours in duration, excluding a one-half hour lunch period.

B. TIME OF WORK HOURS

The normal work day shall start at 7:00 a.m. and end at 3:30 p.m.

There will be no split shifts. A normal work day cannot be split up to avoid overtime.

However, the existing water department schedule for lime tank maintenance shall be excluded from this prohibition on split shifts until such time that a new lime tank system is installed.

C. NEW WORK HOURS OR NEW WORK DAYS

New work hours and/or new work days shall be mutually changed with agreement by the Union and the City.

D. BREAKS

All employees shall be entitled to one (1) fifteen (15) minute coffee break in the morning and one (1) fifteen (15) minute break in the afternoon. The breaks are inclusive of the time an employee takes to drive to a place to purchase beverage of food or any other travel requirements.

E. NORMAL WORK WEEK

The normal work week shall be defined as Monday through Friday, inclusive, unless modified by mutual agreement between the City and the Union. Exception 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; and (2) an employee who maintains the water plant on weekends.

F. REQUIRED REST PERIOD

No employee shall be required to work in excess of a straight sixteen 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 28
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:

- A. The management and administrative control of the City government and its properties and facilities.
- B. 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.
- C. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee in accordance with this Agreement and appropriate law.

- D. To layoff employees in the event of the lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

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 R.S. 40 and 40A or any other national, state, county or local ordinances.

ARTICLE 29
WAGES

Wage Increases:

Effective 1/1/11: 2.25% Effective 1/1/12: 2.25% Effective 1/1/13: 1.5%

ARTICLE 30
MISCELLANEOUS

Employee evaluations will be performed by the employee immediate supervisor and Department Head.

CDL: An employee who obtains and retains a valid CDL driver's license shall receive \$600 per year.

Water Licenses (T-1/T-2; W-1/W-2; N-1/N-2): The City will provide a \$200 stipend per water license per year, up to a maximum of \$1,400 for the entire bargaining unit.

The CDL and Water Licenses stipends shall be paid as follows:

1. The award will be July 1 for that year.
2. The award will be pro-rated for those employees who obtain their license during the year.

The City is to pay for initial license costs, testing and renewals. Opportunity to obtain licenses and stipends shall be on a seniority basis.

ARTICLE 31
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, Shop Steward and a copy mailed to the Union within two working days. All warnings and reprimands shall not remain in effect for more than 24 months.

ARTICLE 32
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 Union. Any changes in or addition to these rules or regulations will be given in writing to the Union before implementation.

ARTICLE 33
WORK ASSIGNMENTS

The City shall not direct or permit non-bargaining unit employees or others to perform the duties of the employees covered by this Agreement except for purposes of instruction or in cases of absenteeism where no bargaining unit employee is available to perform the work. In the event of snow plowing, the Superintendent of Public Works 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. The City shall not direct or permit non-bargaining unit employees or others to perform snow plowing duties unless employees have worked over sixteen (16) hours straight and/or there are not sufficient unit employees available to maintain the shifts instituted by the Superintendent.

ARTICLE 34
NON-DISCRIMINATION

Neither the Union nor the Employer shall unlawfully discriminate against any employee in regard to hiring or other terms and conditions of employment on the basis of Union membership and/or activities, the employee's 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 35
TERMINATION/EXTENSION OF CONTRACT

This agreement shall be effective from the first day of January, 2011 and shall remain in full force and effect until the 31st day of December 2013. 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, 2011 unless otherwise mutually agreed upon by the City and the Union.

(Signatures on succeeding page)

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this 14th day of November, 2011.

FOR THE CITY OF BORDENTOWN:

FOR TEAMSTERS LOCAL NO. 35:

James E. Lynch, Jr., Mayor

Daniel A. Kreiser, President

Heather Cheesman, Deputy Mayor

Roger F. Grover, Secretary - Treasurer

Zigmont Targonski, Commissioner