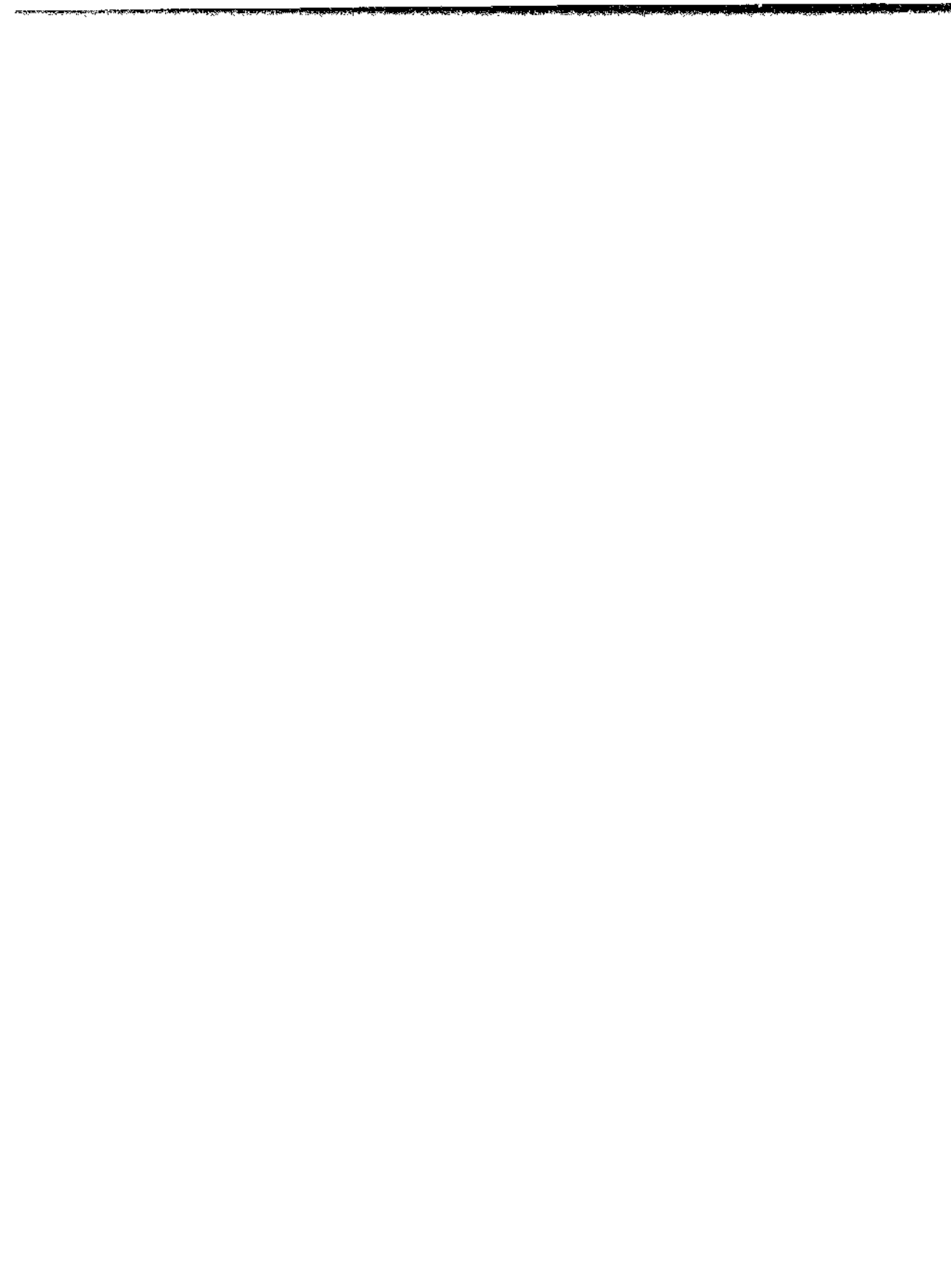


Maintenance Employees Agreement



October 1, 1990 through September 30, 1993



A G R E E M E N T

BETWEEN

BURLINGTON COUNTY BRIDGE COMMISSION

AND

LOCAL 194A, INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS,
AFL-CIO

(MAINTENANCE EMPLOYEES)



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PREAMBLE

THIS AGREEMENT entered into this 1st day of October, 1990 by and between the BURLINGTON COUNTY BRIDGE COMMISSION, in the County of Burlington, hereinafter called the "Commission", and LOCAL 194A, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Commission and the Association.

ARTICLE I

RECOGNITION

SECTION 1. The Commission recognizes the Association as the majority representative, of the permanent (regular) Maintenance men exclusively on the "Palmyra and Burlington" Bridges, in accordance with and pursuant to Chapter 303, P. L. 1968 (N.J.S.A. 34:13A-1 et seq.). All temporary, part-time, probationary and office employees, assistant supervisors, supervisors, cashiers and management employees are excluded.

SECTION 2. It is further recognized that the Burlington County Bridge Commission derives its authority and operates in conformance with N.J.S.A. 27:19-26 et seq., and the employees of the Bridge Commission are public employees under this authority and, as such, are covered under the Public Employees' Pension System under the appropriate section of N.J.S.A. 43:15A-1 et seq.

SECTION 3. Temporary Personnel are defined as seasonal, short term, or limited duty employees who do not normally have regular hours of work, predetermined work days or work assignments. They are not

eligible for, entitled to, the fringe benefits granted to permanent employees.

ARTICLE II

INTENT AND PURPOSE

SECTION 1. It is the intent and purpose of the parties hereto, in entering into this Agreement, to maintain and promote harmonious relations and close cooperation between the Commission and its employees and to set forth herein the entire agreement to be observed by the parties hereto covering terms and conditions of employment.

SECTION 2. The Commission and the Association agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation.

SECTION 3. The Commission and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Commission or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE III

HOURS OF WORK AND OVERTIME

SECTION 1. The Commission, in its sole discretion, shall regulate the hours of work, the type of shifts, the classification and the number of employees assigned to the various shifts. Except where

not possible because of emergency, the Executive Director or his/her designee will notify the Association in advance of any such changes.

SECTION 2. The normal work week for maintenance employees on both bridges shall be forty (40) hours consisting of five (5) eight (8) hour work days, excluding one-half hour lunch period. (7:30 a.m.- 4:00 p.m., Monday thru Friday) and subject to the provisions of Section 1 of this Article.

SECTION 3. If a vacancy occurs because of sickness, vacation or absence of an employee, or if additional employees are needed the Commission reserves the rights to use temporary or part-time employees. Every possible effort shall be made to keep the overtime equal among the employees of the Maintenance Department consistent with the skills needed, as determined by supervision and as dictated by emergency conditions. The Department Head shall insure that an up to date overtime list is maintained. An employee refusing overtime offered to him/her in his/her turn, according to the overtime list, will be charged on the list with the hours offered. An employee already scheduled for work during the overtime hours offered shall not be charged on the overtime list. The Commission shall be solely responsible for determining overtime requirements.

SECTION 4. All Maintenance employees are eligible to receive overtime pay. Eligible employees will receive overtime pay at the rate of time and one-half for hours worked over their regular scheduled eight (8) hour day and for hours worked over forty (40) hours during the scheduled week, based on a calendar week of Sunday through Saturday. Overtime hours paid on a daily basis are not to be used in calculating the weekly overtime hours. All paid leave time shall

be considered time worked. Unauthorized absences and leave time without pay shall not be considered as time worked. Overtime pay will not be paid for any consecutive hours worked in excess of eight (8) hours when the extra hours are requested by the employee.

SECTION 5. When an employee is absent on a work day for sick leave, vacation or excused absence, credit of eight (8) hours will be given towards hours worked except when an employee is scheduled for less than eight (8) hours he/she will be paid for hours scheduled and charged sick or vacation time accordingly.

SECTION 6. Employees who are called in for nonscheduled work will be guaranteed a minimum of four (4) hours pay.

SECTION 7. Employees called in for snow or ice removal duty shall be paid for hours actually worked, but will be guaranteed a minimum of four (4) hours pay. The rate of pay will be double time for hours worked outside their regular scheduled work hours.

SECTION 8. A designated split shift is defined as a divided work day of a stipulated number of hours (normally less than eight (8) hours). An employee working a designated split shift will be paid for one (1) extra hour more than the stipulated split shift at straight time; this is to compensate for the inconvenience and added expense of reporting to work more than once a day.

Overtime pay for these employees will be paid at a rate of time and one-half for all hours physically worked in excess of seven (7) hours. The special compensation hour shall always be counted as one (1) straight time hour.

ARTICLE IV

SENIORITY

SECTION 1. Seniority is defined as the length of an employee's

accumulated, continuous, permanent employment with the Commission.

SECTION 2. An employee shall cease to have seniority rights and his services shall be terminated by:

- (a) Voluntary quitting, or
- (b) Justifiable discharge.

SECTION 3. A new employee shall be considered as a probationary employee during the first six (6) months of his/her employment.

Any such probationary employee may be terminated or laid off at any time at the discretion of the Executive Director and no appeal or review shall be permitted.

Section 4. A new employee on probation has no seniority during this period. As a new employee on probation, he/she will not be entitled to participate in hospitalization, insurance, pension, vacation and sick benefits until after the first three (3) months of employment.

SECTION 5. After a new employee has completed his/her probationary requirements and has been approved as a permanent regular employee, his/her seniority will commence as of the date he/she was hired as a regular employee on probation.

SECTION 6. When a permanent employee of the Commission, who has completed his/her probationary period, is transferred to another department, he/she will be considered on probation in that department for six (6) months, and his/her seniority in that department shall commence as of the date of his/her transfer to the new department. If he/she does not successfully complete his/her probationary requirements, he/she shall be returned to his/her former department with no loss of seniority or benefits.

A part-time employee who transfers to a full-time position shall

carry his/her seniority acquired in the part-time position as seniority is calculated under the terms of the Local 194 Part-Time Employees Agreement with the Commission.

SECTION 7. In the case of layoffs, automation or cutbacks of employment or other conditions which necessitate the reduction of employees affected and covered by this Agreement, the Commission agrees to abide by the seniority rule that the employee with the lowest departmental seniority will be the first employee to be laid off. However, should the employee with the lowest seniority be in a skilled position which is required by the Commission, said employee may be bypassed. The Commission will attempt but is not required to place any employee to be laid off in another position.

The Commission further agrees that, in the event of a recall in the department, the last person laid off will be the first to be recalled for employment in the department.

SECTION 8. An employee's "anniversary date", for pay purposes only, shall be the same date as his/her date of hire, unless changed by a promotion or work status.

SECTION 9. All employees required to work in a higher classification shall receive the higher rate of pay after a ten-day training period. Each employee who has performed the work of the higher classification for ten days shall be deemed to have served the initial "training period" and shall, thereafter, receive the higher rate of pay on a daily basis, as assigned. Where such assignment is continuous for a period of time which is more than thirty-one (31) calendar days, said employee shall receive the

higher pay for sick leave, vacation, holiday pay and other benefits under this Agreement.

ARTICLE V

PROMOTIONS

SECTION 1. It is agreed the Commission retains the right to maintain efficiency of the operations by determining the methods, the means, and the personnel by which such operations are conducted. The Commission may, within its discretion to achieve these aims, promote from within the bargaining unit the employee who is physically qualified and has the highest proficiency and skill available to perform the job.

SECTION 2. The Commission will post all vacancies in Maintenance at both bridges, and will permit employees to bid for such vacancies before hiring from outside the Commission.

SECTION 3. With respect to the posting and bidding for all vacancies, posting shall contain the following:

- (a) Job Title and Eligibility Requirements;
- (b) Job Location;
- (c) Expiration Date.

Job postings shall be:

- (a) For a minimum of five (5) days; and
- (b) Awarded by seniority if the senior applicant is physically qualified to perform the vacant job and is otherwise qualified for the position.

ARTICLE VI

RATES OF PAY

SECTION 1. New rates of pay will become effective October 1, 1990

as shown on the Wage Scale.

(a) The pay increase shall be six percent (6%) of the hourly rate for the first year of this Agreement.

(b) The pay increase shall be six and one-quarter percent (6.25%) of the hourly rate for the second year of the Agreement, commencing October 1, 1991.

(c) The pay increase shall be six and one-half percent (6.5%) of the hourly rate for the third year of the Agreement, commencing October 1, 1992.

(d) A probationary rate of pay as shown on the Wage Scale for the first six months of employment shall become effective October 1, 1990.

SECTION 2. In addition to the employee's regular straight time hourly rate of pay, climbing pay will be paid to the employees working while suspended under the bridges from abutment to abutment and the steel above the roadbed of the Burlington Bridge, and on the arch of the Palmyra Bridge, greasing the steel operating cables of the Burlington Bridge lift and the painting and repair of the Airport Circle Sign. Work in the machinery room on both Bridges or on catwalks and other protected areas will not be eligible for climbing pay. Whenever a difference of opinion arises as to what jobs will be granted climbing pay, the Executive Director, in his/her sole discretion will decide. Climbing pay shall be \$1.50 per hour from October 1, 1990 until September 30, 1992. On October 1, 1992, climbing pay will be \$2.00 per hour. Climbing pay shall be paid for a minimum of two (2) hours.

SECTION 3. Eligible employees shall receive a longevity payment which shall be paid with the first pay in December of each year. To be eligible, the employee must reach the required years of service, effective his/her anniversary date and be an employee on the payment date in December as follows:

	<u>10/1/90</u>	<u>10/1/91</u>	<u>10/1/92</u>
(a) Employees with 5 to 9 years of service shall receive:	\$ 350.00	\$ 450.00	\$ 550.00
(b) Employees with 10 to 14 years of service shall receive:	\$ 550.00	\$ 650.00	\$ 750.00
(c) Employees with 15 to 19 years of service shall receive:	\$ 750.00	\$ 850.00	\$ 950.00
(d) Employees with 20 years or more of service shall receive:	\$ 950.00	\$1,050.00	\$1,150.00
(e) Longevity payments shall not be cumulative.			

ARTICLE VII

HOLIDAYS AND HOLIDAY PAY

SECTION 1. The Commission recognizes the following Holidays:

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

SECTION 2. Holiday pay shall consist of eight (8) hours pay at straight time.

SECTION 3. Employees scheduled off on the holiday shall receive one day's pay (eight (8) hours) for the holiday.

SECTION 4. Employees scheduled to work on a holiday and having an authorized absence because of sickness on that day shall receive one day's pay only, and no other form of compensation, and be charged with sick time, as appropriate.

However, an employee absent for hospitalization or for convalescence following hospitalization will be paid holiday pay for holidays so long as he/she is eligible to receive sick pay benefits under the Health Insurance Policy specified in Article XXVI. He/she will also receive sick time pay so long as he/she has sick time available.

SECTION 5. Holiday pay will not be paid to any employee on a leave of absence without pay or who is on a suspended status.

SECTION 6. An employee having an unauthorized absence on the last scheduled work day before any holiday, the holiday, or on the first scheduled work day after any holiday, shall forfeit any pay for that day and the holiday pay for the holiday. In case of illness, the Commission may require a doctor's note to constitute an authorized absence. In this case, the employee will be charged sick time, as appropriate.

SECTION 7. If a recognized holiday falls during an employee's vacation period, the employee shall receive one extra day's pay or one additional day of vacation, at the option of the employee.

SECTION 8. Maintenance employee's personal birthday holiday shall be administered and determined in the following manner:

Each maintenance employee will make a choice, when his/her birthday falls within his/her scheduled shift, either he/she will work and

receive an extra eight (8) hours pay for the holiday or take the birthday off and receive holiday pay only.

The employee shall notify his/her superior, in writing, at least thirty (30) days before his/her birthday holiday of his/her choice.

SECTION 9. When an employee's birthday falls on a holiday, he/she shall receive an additional holiday's pay.

SECTION 10. An employee's leap year birthday will be celebrated on the last day of February and will be paid accordingly.

SECTION 11. If a holiday falls on a Saturday, maintenance personnel shall be off on Friday and receive holiday pay for that day. If a holiday falls on a Sunday they will be off on Monday and receive holiday pay for that day.

ARTICLE VIII

VACATION

SECTION 1. The highly specialized nature of Bridge operations require that vacations be granted to meet departmental needs.

SECTION 2. Vacation period shall coincide with the calendar year (January 1 to December 31).

SECTION 3. When, in any calendar year, the vacation, or any part thereof, is not taken by reason of pressure of Commission business, or is deferred at the request of the employee with departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken by December 15th of the next succeeding calendar year.

SECTION 4. When an employee completes the specified number of years service, he/she will be granted the number of vacations days listed in the following schedule:

0-1 year of service.....	1 vacation day with pay per month (working day)
2-5 years of service.....	13 vacation days with pay (working days)
6-10 years of service.....	17 vacation days with pay (working days)
11-15 years of service.....	21 vacation days with pay (working days)
16-20 years of service.....	23 vacation days with pay (working days)
21-25 years of service.....	26 vacation days with pay (working days)
Over 25 years of service.....	30 vacation days with pay (working days)

SECTION 5. In the calendar year in which the specified years of service occurs, the employee will receive vacation days prorated on the number of months he/she has over 1, 5, 10, 15, 20 or 25 years of service.

As an example, where ten (10) years of service is completed on April 1st the employee concerned would receive 1.4 days per month for the first three (3) months and 1 3/4 days per month the last nine (9) months or twenty (20) days.

SECTION 6. The initial date for determining vacation time will be the first day of the calendar month following the date of employment.

SECTION 7. Vacations will be scheduled as requested, providing it can be arranged without jeopardizing operations.

SECTION 8. Emergency or special circumstances which require any deviation from this policy shall be submitted, in writing, by the person requesting such deviation to his/her supervisor, who, in turn, shall submit it to top management for approval or rejection.

SECTION 9. No arrangements or commitments of any kind should be made by requesting parties until they have received written permission granting their request.

SECTION 10. If, upon separation from the Commission, an employee has authorized accrued vacation time earned in a previous year, he/she will receive vacation pay at the then present rate for such accrued vacation time and also vacation pay on the basis of one-twelfth (1/12) of the current year's vacation entitlement for each full month of service in the year of separation, less any vacation actually taken.

SECTION 11. Vacation checks will be provided in advance upon request.

SECTION 12. Employees who have accrued more than one full year's vacation time may request cash payment for up to five unused vacation days. This payment shall be made in the second pay period in December, and any accrued days to be paid must be accrued as of December 15 for eligibility. Payment shall be at the then current employee's daily salary rate.

SECTION 13. Vacation time shall not be accrued during periods of unpaid leave or suspensions of more than thirty (30) days.

ARTICLE IX

SICK TIME

SECTION 1. In order to insure that employees are protected during periods of sickness, the Commission has provided that the pay of employees will be continued during periods in which they are incapacitated for work because of personal illness for allocated periods called "sick time". This sick time covers the individual

concerned, only, and not members of his/her family. All employees are cautioned against using this sick time during periods when they are not sick. Violations of the use of sick time will lead to disciplinary action and persistent violation will constitute justifiable cause for dismissal.

SECTION 2. Leaves of absence with pay, including sick leave, may be granted for a variety of reasons, but must meet the approval of the Commission. In all cases of absenteeism, the Commission shall have the right to investigate reasons for absences or require substantiation of absence which, in its opinion, merit verification to determine whether payment shall be granted.

SECTION 3. During the first year of employment, sick time will accrue at the rate of one (1) day per month, starting with the calendar month following the date of employment. Thereafter, an employee shall accrue 1½ days of sick time per month. Sick leave shall accrue only when an employee works or is on an approved sick leave or vacation for at least 15 days per calendar month.

SECTION 4. Sick time will be cumulative and will continue to accrue during paid sick time and vacation. Sick leave shall not be accrued during periods of unpaid leave or suspensions of more than thirty (30) days. If an employee is sick six (6) or more consecutive work days, a doctor's note will be required by the Commission.

SECTION 5. In case of chronic absenteeism or when certain patterns of absenteeism are developed by an employee, the Commission may require a physician's report relating to these patterns of chronic absences.

SECTION 6. In cases of prolonged illness, when an employee exhausts his/her current accrued sick leave, the employee may authorize the Commission's payroll department to use his/her accrued vacation time as sick leave. The employee must file the appropriate form.

SECTION 7. Prescribed forms and other reasonable proofs of the causes for the use of sick leave may be required by the Commission when it considers such proofs to be necessary.

SECTION 8. In the event of illness or absence, Maintenance employees shall call in before their regular reporting time. If the duration of the illness is not known, daily call-in for illness will be required.

SECTION 9. At the conclusion of each calendar year, an employee may convert up to five (5) days of that current year's unused sick leave to a cash payment, provided that he has at least 30 accumulated sick days. The cash payment will be made during the month of January following the elapsed year in which the sick leave is accrued. Payment will be made at the employee's per diem rate in effect on September 30 or at the time of payment, whichever is higher. Accrued sick leave not converted to a cash payment will be added to the employee's accumulated sick leave.

When an employee, during a calendar year, uses sick leave in excess of 15 sick days accrued during that calendar year, he/she will use accumulated sick leave.

As an incentive for not using sick leave, an employee who does not use any sick leave (120 hours) in the employee's fiscal year, shall be granted a bonus of eight (8) hours off duty or of eight (8) hours pay in the following fiscal year. It shall be each employee's

responsibility to notify the Commission when a consecutive year has past since the employee was last on sick leave.

SECTION 10. Upon retirement, the retiring employee shall be compensated for his/her accumulated sick leave at one hundred (100%) per cent of the per diem rate of pay at the time of retirement for each accumulated sick leave day.

SECTION 11. Upon the death of an employee, an employee's immediate family will receive, as a death benefit, compensation for the employee's accumulated sick leave calculated at the rate of one hundred (100%) percent of the per diem rate of pay at the time of death.

SECTION 12. Five (5) sick days per year may be used by an employee as personal days such that the employee need not provide proof of sickness in order to make use of said sick day. These sick days may not be used in conjunction with or in addition to holidays and/or vacation times. Violations of the use of this sick time may lead to disciplinary action and may constitute justifiable cause for dismissal. Use of this personal sick day shall not be counted against the bonus sick leave which may be accrued under Section 9 hereof.

ARTICLE X

ABSENCE - DEATH IN FAMILY

SECTION 1. In the event of a death in the immediate family of a regular employee of the Commission, up to three (3) days leave of absence, with pay, for work days missed from time of death to the time of the funeral will be granted when it is necessary for the employee to have free time to devote to making necessary arrangements for the funeral of the deceased. Extensions will be considered on an as-needed basis, not to be unreasonably withheld. By

immediate family is meant, wife, husband, mother, father, daughter, son, sister, brother, father-in-law or mother-in-law.

SECTION 2. One (1) day off with pay will be allowed if the employee is attending the funeral of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, uncle or aunt.

SECTION 3. Time off, as designated herein, shall include non-working days, e.g. if an employee is off for two (2) days because of schedule, then he/she shall be entitled to one (1) additional day only.

ARTICLE XI

MILITARY LEAVE

SECTION 1. An employee (other than a temporary employee) who leaves a position with the Commission in order to be inducted in the armed forces of the United States, who completes his term of service satisfactorily and who applies for reemployment within ninety (90) days of the date of discharge will, if still qualified to do the job, be reinstated in employment in accordance with the reemployment rights provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. §2021, et seq.

SECTION 2. An employee who is called to extended field training as a member of the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force may be granted up to a 2-week leave of absence from his or her position without loss of pay in a calendar year, provided he makes a written request for such leave and provides to the Commission a copy of his or her military orders.

Such leave may be extended for up to a total of fifteen (15) working days in a calendar year in the event such military leave is required and not voluntary on the part of the employee, and shall be approved only upon receipt of written military orders.

SECTION 3. An employee who is called into period of service in the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force for longer than two weeks will be placed on leave without pay, provided the employee makes a written request for leave without pay and provides to the Commission a copy of his or her military orders. Upon completion of his or her period of service, the employee will be reinstated in accordance with the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. §2021, et seq.

ARTICLE XII

POLICY PROCEDURE TO BE FOLLOWED WHEN AN EMPLOYEE IS CALLED FOR JURY DUTY

SECTION 1. When an employee receives official notification to report for Jury Duty, he/she should immediately contact the Accounting Department through his/her supervisor. The Accounting Department will provide the proper form that must be processed in order to receive approval for Jury Duty Service and adjusted reimbursement. The Accounting Department will forward a copy of the Official Jury Duty notification to the Personnel Department.

SECTION 2. When Jury Duty has been approved, the employee will receive his/her regular pay check on his/her regular pay day, with the understanding that, when he/she receives his "Jury Duty Hours and Mileage Check", he/she will assign it to the Commission (Accounting Department) for the proper per diem deductions owed to the

Commission. The Accounting Department will then issue the employee an "Adjustment Check" for any balance due including the mileage that was shown on the "Jury Duty Hours and Mileage Check".

SECTION 3. No per diem deduction will be made from the "Jury Duty Check" for days that the employee serves on the Jury on his/her scheduled days off.

SECTION 4. Failure by an employee to report to his/her department head on days when he/she is excused from reporting for Jury Duty will result in a loss of Bridge pay.

SECTION 5. The form supplied by the Court for authorized Jury Duty shall be signed every week by the Court stipulating the dates of Jury Duty and the number of days served that week.

ARTICLE XIII

DUES CHECK OFF

SECTION 1. The Commission agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with N.J.S.A. (R.S.) 52:14-15-9e as amended.

SECTION 2. A check off shall commence for each employee who signs an authorization card, supplied by the Association and verified by Commission, beginning with the first pay check of the month next following the date of receipt of authorization by the Commission.

SECTION 3. The Association will provide the necessary "check-off" authorization form and will secure the signatures of its members on the forms and deliver the completed forms to the Accounting Department.

SECTION 4. The Association shall save harmless the Commission and its agents from all claims, demands, suits or other forms of liability which may arise from the processing of these forms and the deduction made except for errors made by the Commission and/or its agents. Submission of such forms and any official notification by the Association of change in deductions is solely the responsibility of the Association.

SECTION 5. The Association further agrees to certify to the Commission, in writing, any change in the rate and terms of deduction of the Association, signed by the Secretary-Treasurer. Such change shall become effective with the first pay check of the month next following the date of receipt by the Commission.

SECTION 6. Any dues deduction authorization may be withdrawn by the filing of notice of such withdrawal with the Association and Commission. The withdrawal shall be effective to halt deductions in accordance with N.J.S.A. (R.S.) 52:14-15.9e as amended.

SECTION 7. The Association recognizes its responsibility to represent any employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit and shall apply to all employees whether or not they are members of the Association.

ARTICLE XIII-A

AGENCY SHOP

SECTION 1. The Commission agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

SECTION 2. The deduction shall commence for each employee who elects not to become a member of the Association in accordance with N.J.S.A. 34:13A-5.8.

SECTION 3. The Association shall indemnify, defend and save the Commission harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Commission, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

SECTION 4. The Commission agrees to an agency fee of eighty-five (85%) percent only so long as such provision may be lawfully enforced. In the event such provision may not be enforced, or is changed by law, the parties will enter into negotiations on this Article (as the sole exception to Article XXII, Section 4 of this Agreement).

ARTICLE XIV

OVERTIME MEAL ALLOWANCE, MILEAGE

SECTION 1. MEAL ALLOWANCE

When an employee works twelve (12) or more consecutive hours of which at least four (4) hours are in addition to the hours that were scheduled at the start of his/her working hours, he/she will be paid a meal allowance. For every five (5) continuous hours worked thereafter, he/she will be paid a meal allowance. The meal allowance shall be as follows:

October 1, 1990 - \$8.50

October 1, 1991 - \$9.00

October 1, 1992 - \$9.50

SECTION 2. MILEAGE

Mileage for Bridge Commission business shall be reimbursed at the rate set by Internal Revenue Service regulations and shall be adjusted within thirty (30) days of the date of any rate change made by the Internal Revenue Service. Mileage requests must be approved by an authorized signer submitted on the proper form.

The Executive Director shall establish a policy for determining Bridge Commission business for mileage purposes.

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1. In order that the grievance procedure can operate smoothly and expeditiously for the best interest of both parties to this Agreement, it is agreed that one (1) person in the Association from each bridge shall be delegated to process grievances and disputes. Their names will be placed on file with the Commission's personnel director.

The Commission's personnel director shall maintain a file of the grievances and disputes and be the liaison representative for the Executive Director and the Commission on all personnel matters with the Association. He/she shall maintain a close working relationship with all the employees and Association officials and members of the Association. He/she shall aid and assist all employees, by advice and counsel, regarding their employment with the Bridge Commission.

SECTION 2. Whenever an employee or group of employees have a question, dispute or matter of complaint which concerns their

conditions of employment they shall, within ten (10) days of the occurrence of the grievance, follow the ensuing procedure.

STEP 1. A grievance shall first be discussed with the immediate supervisor within the aforementioned ten (10) days of its occurrence. Immediate supervisor is defined to be, at Burlington, the Superintendent of Maintenance and, at Palmyra, the Deputy Superintendent of Maintenance. The employee shall do this in the company of the Steward or other Association representative. Persons involved will make every effort to resolve the problem at this level. If required, the supervisor shall make whatever investigation is necessary and shall give an answer orally to the employee and the Association within two (2) working days after the date of the discussion.

STEP 2. If the employee is dissatisfied with the decision the grievance may be submitted, in writing, to the next step (at Burlington to the Bridge Manager and at Palmyra to the Superintendent of Maintenance) within three (3) working days after receipt of the response at Step No. 1. Such complaint shall stipulate the specific nature of the grievance, the result of the previous step, and the basis of dissatisfaction with the first-step answer. In order that a fair and just decision can be made, the management person shall hold a meeting with the employee, an Association representative, and any other person he/she feels will help solve the problem. The management person shall render a decision within five (5) working days after the meeting.

STEP 3. If the employee is still not satisfied, he/she may proceed to submit the problem to the Executive Director by sending

him/he a copy of the original grievance and the written answer received at Step 2, requesting a hearing. The Executive Director or his/her designee shall hold a hearing with the employee, his/her Steward, and an officer of the Association within five (5) working days of receipt of the appeal. All parties shall have a right to present witnesses and evidence in support of their position. The Executive Director, or his/her designee, shall render a decision in writing within ten (10) working days after the hearing.

STEP 4. Only if a grievance constitutes a controversy arising over the application, interpretation, or alleged violation of the terms and conditions expressed in this Agreement, may the Association take the matter to Arbitration by serving written notice on the Executive Director and the Disputes Settlement Division of the Public Employment Relations Commission. Selection of an arbitrator shall be in accordance with Public Employment Relations Commission rules. The fees and expenses of the arbitrator shall be paid by the loser of the case. All other expenses and costs, including those involving counsel and witnesses, shall be paid by the party incurring same. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in this grievance. The arbitrator shall also be bound by applicable law and shall have no authority to add to, modify, detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be in writing with reasons therefor.

SECTION 3. With respect to Steps 3 and 4 of the Grievance procedure, an employee and/or the Association must submit the Grievance

to the Executive Director and/or request arbitration within five (5) working days after receipt of the decision at the prior step. The time limits set forth herein may be extended by mutual consent of the parties.

Failure on the part of the employee and/or Association to comply with the time limitations set forth at each step of the Grievance procedure shall be deemed to be a waiver by the employee and/or Association of any right to continue to the next Step. Failure on the part of the Commission to comply with the time limitations for responses shall be deemed a denial of said Grievance, and permit the employee and/or Association to proceed to the next Step of the Grievance process.

ARTICLE XVI

DISCIPLINARY ACTION

SECTION 1. Each employee should clearly understand the rules and regulations promulgated by the Commission. Copies of rules and regulations shall be presented to each Member of the Bargaining Unit and to all newly-employed personnel. Employees will be notified of any changes in the rules and regulations.

Each employee is obligated to conform, comply, and to carry out these rules and regulations. Violations by omission or commission shall constitute reasonable cause for the initiation of disciplinary action. The Executive Director shall be responsible for the communication of all changes, modifications or amendments to the employees.

SECTION 2. The Executive Director shall have the right to discipline an employee for just cause. In order to insure fairness and

equity of disciplinary action, discipline procedures must be instituted within one month of the date the Executive Director learns of the facts on which the discipline is based, but no more than two (2) years from the date of the incident on which the incident is based. To assure that discipline is administered as promptly and reasonably as possible, the procedures set forth hereafter shall be followed.

SECTION 3. Employees to be disciplined shall be notified in writing. The notice shall contain:

- a. The date of the notice.
- b. The date the notice has been served on the individual.
- c. The charges against the individual.
- d. The specifics of the charges including, but not limited to the date(s) of any alleged offense(s) and the nature of the offense together with the rule, regulation, or procedure violated.
- e. The extent of the proposed disciplinary action (number of days suspension, discharge, etc.).
- f. If applicable, notice that the employee has the right to appeal the discipline and request a Hearing.

SECTION 4. In Disciplinary Action matters involving a suspension of five (5) working days or less, the employee shall have no right of review of the decision of the Executive Director.

The employee and a union representative shall be entitled, upon request, to a meeting with the Executive Director or person designated by the Executive Director prior to the imposition of a suspension of five (5) working days or less.

SECTION 5. In Disciplinary Action matters involving a suspension of more than five (5) working days, provided the employee so requests, a hearing will be conducted by one of the Commissioners designated by the Chairman.

Upon the designation of a Hearing Officer-Commissioner, he/she shall convene a hearing at the earliest date mutually agreeable to the parties, including the Association representative.

The Hearing Officer-Commissioner shall render a written decision within ten (10) working days of the hearing. The employee shall have the right to appeal from such decision to the Commission by notifying the Commission, in writing, through the Executive Director, within ten (10) working days after receipt of the hearing officer's decision.

In the event of such an appeal, the Commission shall render a decision at or before the next succeeding Commission meeting.

SECTION 6. At all hearings, the employee shall have the right to be present, to be accompanied and represented by a person of his/her own choosing, including an attorney-at-law, but without expense to the Commission. Such employee shall be confronted with the witness(es) against him/her, may cross examine any or all of such witnesses, may testify in his/her own behalf but shall not be required to testify, and may produce any other witness(es) all of whom shall be subject to cross examination. Co-workers may attend any hearing as a witness and management will require such employee to attend and compensate the employee(s) for required attendance. The attendance of any other witnesses shall be at no expense to the Commission.

All hearings shall be taken down stenographically or by tape recorder. Such records shall be kept pending the outcome of any appeal.

SECTION 7. The Commission agrees to notify the "Association" in writing, of its disciplinary action against employees subject to this Agreement and recognizes the Association's right to represent these employees. The Commission further agrees to notify the employee when any derogatory material with respect to his/her conduct or service is placed in his/her personnel file.

SECTION 8. It is understood that any disciplinary action, initiated by the Commission against any member of the Association does not constitute grievable matters.

SECTION 9. The Commission, or any of its agents, may remove from Commission property any employee who is unfit for duty or who shall jeopardize the safety and welfare of the public or any person.

SECTION 10. The Executive Director or his/her delegated authority, shall have the right to suspend immediately any employee for an alleged criminal violation during the pendency of his/her trial. Said criminal violation shall not include those violations which customarily come within Title 2A:170 (Disorderly persons). Notification of suspension shall be given to the President of the Association within 24 hours. Such information shall remain confidential until it may be officially released.

SECTION 11. The time limits set forth herein for filing and appealing may be extended by mutual consent of the parties. Failure on the part of the Commission to reply within the time limits for responses shall be deemed as forfeiture of the Commission's right to further proceed with disciplinary action against an employee.

ARTICLE XVII

ASSOCIATION REPRESENTATION

SECTION 1. (a) The Association shall file in writing, with the Commission, the names of the elected representatives of the Association. Upon prior notice to and authorization of the Commission's Representatives, the Officers so designated shall be permitted to visit any Commission facility.

(b) The Association further agrees to file in writing the name of an authorized person on each Bridge (Palmyra and Burlington) delegated to represent and handle Association matters at that Bridge.

SECTION 2. The Commission agrees to pay Association representatives for time spent during their regular work hours in the processing of valid grievances, contract negotiations and/or the defense of an employee in Disciplinary Action, on either Bridge (Palmyra or Burlington), limited to not more than one (1) representative at one time.

SECTION 3. The Commission, in its discretion, agrees to release from work assignment, without pay, Association representatives for the purpose of meeting with Commission representatives in all matters not referred to in Section 2 above.

SECTION 4. The Commission, in its discretion, agrees to consider a release from work assignment, without pay, of representatives for such other matters, upon written request, as indicated in said request.

SECTION 5. The Commission shall release from work assignment with pay one representative of the Maintenance Department for a period of

three (3) days each year to attend and participate in the N.J. State AFL/CIO Convention and one representative for a period of five (5) days every other year to attend the International Federation of Professional and Technical Engineers, AFL/CIO International Convention.

ARTICLE XVIII

WORKING CONDITIONS

SECTION 1. The Commission and the Association agree to cooperate in providing measures which will continue to make employees' working conditions and surroundings pleasant. The Association agrees that all employees shall care for and make proper use of tools, equipment and clothing issued by the Commission. Destruction of or abuse of Commission property shall be cause for disciplinary action.

SECTION 2. The Commission will supply one (1) pair of safety shoes per year to each maintenance employee.

SECTION 3. Employees, except during emergencies, and so long as employees are mentally and physically capable, shall be assigned work within their job description as set forth in Article XIX and the terms of this Agreement.

SECTION 4. An employee shall notify his/her supervisor of all hazardous safety conditions.

SECTION 5. Each employee shall be responsible to his/her immediate supervisor, or person in charge of his/her work assignment, except in cases of emergency.

ARTICLE XIX

JOB DESCRIPTION

SECTION 1. The list of Job Descriptions incorporated in this

Agreement are:

Electrician	Maintenance 3
Electronics Technician	Maintenance 2
Maintenance Laborer	Maintenance 1

SECTION 2. Copies of these job descriptions are on file in the Burlington County Bridge Commission personnel office and with the Association.

ARTICLE XX

MUTUAL COOPERATION

SECTION 1. The Association and the Commission agree that mutual cooperation is necessary for the Commission to carry out its public responsibility of maintaining a high level of service to the public.

SECTION 2. The parties agree to resolve problems arising from differences through the Grievance and Disciplinary Action procedures contained herein.

SECTION 3. The parties agree that the pursuit of harmonious relations between the Association and the Commission is the continuing intent of the parties, recognizing the mutual responsibility of each under Chapter 303, P.L. 1968.

SECTION 4. The Commission agrees that the provisions of this Agreement shall be carried out in all respects through the term of this Agreement and assures the Association compliance by its personnel.

SECTION 5. The Association agrees that this Agreement was reached in good faith pursuant to Chapter 303, P.L. 1968, and to abide by the terms and conditions of this Agreement through the term of the Agreement.

SECTION 6. The Association further agrees that, during the term of this Agreement, it shall cause no strikes, work stoppages, slow downs, or other acts of disharmony contrary to the intent of this Agreement or Law. The Association agrees that it has full responsibility for any such acts on the part of its members.

SECTION 7. In the event of any such acts enumerated in Section 6 of this Article, the Association agrees that any and all such members so engaged shall be immediately subject to disciplinary or dismissal action. The Association further agrees that it will immediately notify all its members that any such action is not sanctioned by the Association and that the Association joins with the Commission in insisting that all employees cease and desist immediately.

SECTION 8. The Association further agrees that the Commission shall have any and all recourse in law to restore normal working operations, including action against individual employees, the Association and its representatives.

SECTION 9. The Association acknowledges that the employees represented by the Association are public employees within the meaning of Article I, Paragraph 19 of the New Jersey Constitution (1947), and, while entitled to the rights and privileges guaranteed public employees under the law, such employees are subject to the limitation upon their rights established by law.

ARTICLE XXI

COMMISSION RIGHTS, JURISDICTION AND MAINTENANCE OF STANDARDS

SECTION 1. It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the Commission. Included in this responsibility,

but not limited thereto, is the right, in accordance with applicable laws, to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions, the right to suspend, discharge, demote or take other disciplinary action, and the right to release employees from duties because of lack of work and other legitimate reasons.

SECTION 2. The Commission shall retain the right to maintain efficiency of the operations by determining, in its discretion, the methods, the means, and the personnel by which such operations are conducted and shall also have the right to take whatever actions are necessary to maintain the continuous operations and maintenance of the Palmyra and Burlington Bridges to the best interest of the general public.

SECTION 3. The right to make reasonable rules and regulations shall be considered acknowledged functions of the Commission. In making rules and regulations relating to personnel policy, procedures, and practices and matters of working conditions, the Commission shall give due regard and consideration to the obligations imposed by this Agreement.

SECTION 4. The Commission, in its discretion, shall continue to exercise exclusive jurisdiction in determining the number of employees required and assigned at all facilities. The Commission shall continue to determine the number and classifications of all personnel and equipment required to properly operate and maintain the Bridges under its jurisdiction, the number of men and equipment required for the performance of any particular operation in any building or location and the assignment of personnel for special

tasks outside of their normal assignment. In addition thereto, the Commission shall continue to determine the necessity of shifting personnel to other than assigned duties or locations on any day or days or nights. The Commission shall also continue to determine the number of part-time and temporary employees required and the location to which such personnel shall be assigned.

SECTION 5. The Commission shall continue to exercise exclusive jurisdiction in determining the necessity for the use of outside contractors and the rental of equipment, including operators when required in its judgment. It shall also continue to determine the items of work to be performed by outside contractors.

SECTION 6. This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXII

LEGAL APPLICATION

SECTION 1. Either party to this Agreement may seek legal relief or enforcement of the provisions herein.

SECTION 2. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

SECTION 3. It is further agreed that, in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate, concerning the modification or revision of

such clause or clauses.

SECTION 4. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

USE OF COMMISSION PROPERTY AND BULLETIN BOARDS

SECTION 1. When requested in writing, the Commission will allow the Association to conduct meetings on Commission property at the sole discretion of the Commission. In cases of emergency a verbal request will be honored, subject to written confirmation being filed with the Commission.

SECTION 2. The Commission will provide bulletin boards and/or provide space at each Bridge for use by the Association for posting announcements and notices relating to meetings and official Association business. All notices shall contain only matters of official business, and shall be non-political in nature. All notices shall be approved for posting and signed by an Association officer or his designee.

SECTION 3. The Commission shall maintain bulletin boards and/ or space at each bridge for the purpose of posting general directives and notices. All employees during any tour of duty shall be deemed to have read and to have become familiar with all items posted as if

they had signed such notice. Copies of such bulletin board notices shall be given to the Association representative on each bridge. All official notices so posted shall be signed or approved by a Commission representative.

ARTICLE XXIV

PENSION AND RETIREMENT

SECTION 1. The Retirement Policy adopted by the Bridge Commission on May 6, 1969, which is incorporated in the Official Bridge Commission minutes, is incorporated in this Agreement, subject to the laws of the State of New Jersey pertaining to the Public Employee's Retirement Pension System.

SECTION 2. Employees retiring on or after October 1, 1990 shall be eligible for the following benefits:

- | | | |
|---------------|---|---|
| Below age 65 | - | Blue Cross, Blue Shield, Major Medical or HMO and Prescription Coverage. In addition, a \$5,000 life insurance policy shall be maintained for the employee. |
| Age 65 & Over | - | Blue Cross, Blue Shield and Prescription Plan Coverage. A \$5,000 life insurance policy shall be maintained for the employee. In addition, the Commission will contribute one-half the cost of the Medicare Coverage for the employee and the employee's spouse, if applicable. |

ARTICLE XXV

MEDICAL COVERAGE

SECTION 1. The Commission agrees to pay the entire cost of Blue Cross and Blue Shield and Prevailing Fee under Blue Shield, joint Blue Cross and Blue Shield benefits under Rider "J", providing comprehensive coverage with a 365 day maximum hospitalization and outpatient Rider "J" with a limit of \$300. Also, Major Medical Coverage with a deductible of \$100 per person up to two persons with a maximum of \$200 and a co-payment of 80-20 with a "cap" of \$1,000 after which the plan will pay 100% up to a maximum of \$1,000,000.

SECTION 2. The Commission agrees to pay the cost of a full-family Dental Plan with coverage for fillings, extractions and gum disease equal to 80% and Orthodontics coverage with a maximum of \$1,500.

SECTION 3. The Commission agrees to pay the cost of a full-family Prescription Medicine Plan wherein employees will be supplied Membership Cards requiring the payment of \$1 per prescription with the plan paying the balance.

SECTION 4. The Commission shall provide a Vision Care Plan through the use of participating doctors to provide 100% of cost for examinations, lenses and frames every 12 months.

SECTION 5. The Commission shall provide an Employee Assistance program.

SECTION 6. Certificates of Insurance and brochures will be given to all employees. Details of policies shall be available for examination at all times in the Personnel Office. Insurance coverage shall be contingent upon proper and timely enrollment in the program by

employees and shall commence only on the date of eligibility and upon the filing of written notice with the Commission's Personnel Department. All employees enrolled at the time of this Agreement shall be deemed to continue to be enrolled and shall not be required to file new forms.

SECTION 7. The Commission reserves the right to change insurance carriers or to self-insure so long as substantially similar benefits are provided and there is no loss of coverage to employees.

ARTICLE XXVI

SICK, ACCIDENT AND LIFE INSURANCE

SECTION 1. The Commission will process the enrollment of all employees under the State Disability Fund with payments to the Fund to be made in accordance with the provisions of that Fund.

SECTION 2. The Commission shall provide life insurance with a death benefit of \$10,000 and an accidental death benefit of \$10,000 at no cost to the employee.

ARTICLE XXVII

WORKMEN'S COMPENSATION SUPPLEMENTAL PAY BENEFITS

SECTION 1. The Burlington County Bridge Commission Resolution No. 66-13, dated May 18, 1966, in the official Bridge Commission minutes, is incorporated as part of this Agreement. It covers the policy affecting pay benefits for Bridge employees who are receiving workmen's compensation payments.

ARTICLE XXVIII

TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of October 1, 1990. It shall be binding upon the Commission and the Association through

September 30, 1993, and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least one hundred twenty (120) days prior to the expiration of the term or any extended term of the Agreement, of a desire to make a change in the Agreement or renegotiate a new contract.

SECTION 2. If either party gives notice to the other pursuant to Section 1 of this Article, then within ten (10) days from the service of said notice, representatives of the Commission and the Association shall meet to begin discussions and negotiations.

ARTICLE XXIX

INCENTIVE PROGRAM

SECTION 1. The Burlington County Bridge Commission is desirous of maintaining an atmosphere of mutual cooperation with its employees. In order to establish an avenue for such cooperation, the Bridge Commission has established a suggestion and incentive program.

SECTION 2. Locked suggestion boxes will be placed in appropriate positions throughout the Commission establishment. Suggestions will be collected and will be reviewed by the Executive Director assisted by appropriate supervisory personnel. Those having merit will be presented to the Bridge Commissioners along with a recommendation for a suitable monetary incentive reward to the person making the suggestion. Suggestion forms will be supplied.


ARTICLE XXX

COST OF AGREEMENTS

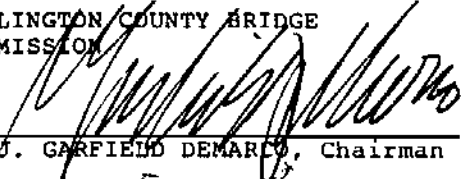

The Commission agrees to pay the cost of printing booklets of this Agreement to be distributed to all employees of the bargaining unit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hand and seal.

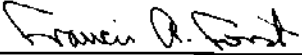
LOCAL 194A, INTERNATIONAL
FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS,
AFL/CIO (Maintenance
Employees)

By: 
THOMAS DIVELEY, JR., President

BURLINGTON COUNTY BRIDGE
COMMISSION

By: 
J. GARFIELD DEMARCO, Chairman

JOSEPH T. SEISS, Secretary

WITNESS:


FRANCIS A. FORST

WAGE SCALE

October 1, 1990 to September 30, 1991

	Probationary Rate				
	(1st 6 Mos.)	(1)	(2)	(3)	(4)
Electrician	\$15.03	\$15.86	\$16.33	\$16.92	\$17.11
Electronics Technician	15.72	16.59	16.71	16.97	17.42
Maintenance 3	14.19	14.98	15.39	15.87	16.38
Maintenance 2	13.82	14.59	14.98	15.39	15.88
Maintenance 1	13.35	14.08	14.45	14.85	15.32
Maintenance Laborer	10.21	10.77	11.30	11.64	12.08

October 1, 1991 to September 30, 1992

Electrician	\$15.97	\$16.85	\$17.35	\$17.98	\$18.18
Electronics Technician	16.70	17.63	17.75	18.03	18.51
Maintenance 3	15.08	15.92	16.35	16.86	17.40
Maintenance 2	14.68	15.50	15.92	16.35	16.87
Maintenance 1	14.18	14.96	15.35	15.78	16.28
Maintenance Laborer	10.85	11.44	12.01	12.37	12.84

October 1, 1992 to September 30, 1993

Electrician	\$17.01	\$17.95	\$18.48	\$19.15	\$19.36
Electronics Technician	17.79	18.78	18.90	19.20	19.71
Maintenance 3	16.06	16.95	17.41	17.96	18.53
Maintenance 2	15.63	16.51	16.95	17.41	17.97
Maintenance 1	15.10	15.93	16.35	16.81	17.34
Maintenance Laborer	11.56	12.18	12.79	13.17	13.67

Other than the Probationary Rate, other salary levels shall be for a period of one year.

The position of Paint Leader has been eliminated, however, the incumbent employee shall receive the following:

1990-91	1991-92	1992-93
\$16.70	\$17.74	\$18.89