

**AGREEMENT**

**Between**

**BURLINGTON COUNTY BRIDGE COMMISSION**



**And**

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

**MAINTENANCE AND DISPATCH EMPLOYEES**

**October 1, 2018 through September 30, 2022**

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## **Preamble**

THIS AGREEMENT entered into this 12th day of November, 2019 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 negotiable issues between the Commission and the Association (the "Commission" and "Association" together the "Parties").

### **ARTICLE 1 -Recognition**

SECTION 1. The Commission recognizes the Association as the majority representative, of the permanent (regular) Maintenance and Dispatch employees in accordance with and pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.). All part-time, probationary and administrative employees are excluded.

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

SECTION 3. Seasonal, short term, or limited duty employees who do not normally have regular hours of work, predetermined work days or work assignments are temporary personnel ("Temporary Personnel"). Temporary Personnel are not eligible for, or entitled to, the fringe benefits granted to permanent employees ("Employee(s)").

### **ARTICLE 2 - 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 3 - 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, in conformity with this Agreement. 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 (1/2) hour lunch period (7:30 a.m. - 4:00 p.m., Monday through Friday) and subject to the provisions of Section 1 of this Article.

The normal work week for Dispatch employees shall be 12 (twelve) hour shifts, 6a-6p or 6p-6a with employees working forty-two (42) hours each week in an eighty-four (84) hour period ("Dispatch Pay Period"), scheduled to mirror the police schedule. The Dispatch Pay Period shall run Sunday through Saturday (varied start/finish times). Each day of the work shift shall include a three-quarter (¾) hour lunch break. Each employee's work shift shall be determined by a schedule indicating his/her initial and concluding tour. Special shifts will be established as necessary. Listed below is the standard work shift:

	S	M	T	W	R	F	S
WEEK 1	W	O	O	W	W	O	O
WEEK 2	O	W	W	O	O	W	W

(RETURN TO WEEK 1 SCHEDULE)

W = WORK  
O = OFF

SECTION 3. All Maintenance and Dispatch Department employees are eligible to receive pay for overtime work ("Overtime Pay"). Overtime Pay will be paid at 1.5 times the regular rate. Maintenance employees are eligible to receive snow pay ("Snow Pay"). Snow Pay will be paid at 2.0 times the regular rate.

SECTION 4. If a shift vacancy occurs because of sickness, vacation, personal time or absence of an employee, or if additional employees are needed, the Commission reserves the right to use part-time employees to fill such a vacancy. Every possible effort shall be made to keep the overtime equal among the employees of the Maintenance and Dispatch Department employees consistent with the skills needed, as determined by supervision and as dictated by emergency conditions. The Departments shall maintain an up-to-date overtime list ("Overtime List"). An employee refusing overtime offered to him/her for his/her turn, according to the Overtime List, will be charged on the list with the hours offered. Failure to respond to the communication by the Department within ten (10) minutes shall be considered a refusal. An employee already scheduled for work during the overtime hours shall not be charged on the Overtime List. The Commission shall be solely responsible for determining overtime requirements. For the purposes of staffing Dispatch overtime hours, Dispatch employees have

seniority; it is management's responsibility to first exhaust the list of eligible Dispatch employees for overtime shifts before staffing the time with alternate police personnel.

For the purpose of calculating the Overtime Pay rate on a daily basis, Maintenance employees will be paid Overtime Pay for time worked over an eight (8) hour daily shift and for hours worked over forty (40) hours during the scheduled week, based on a calendar week of Sunday through Saturday. For the purpose of calculating the Overtime Pay rate on a daily basis, Dispatch employees will be paid Overtime Pay for time worked over a twelve (12) hour daily shift and for hours worked over forty (40) hours during the scheduled week, based on a calendar week of Sunday through Saturday. Dispatch employees have varied start and finish times as set forth in Section 2 of this Article.

For purposes of this section, all paid leave time shall be considered time worked. Unauthorized absences and leave time without pay shall not be considered as time worked.

SECTION 5. When a Maintenance employee is absent on a workday for Sick Time, Vacation, Personal Time 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, vacation or personal accordingly.

When a Dispatch employee is absent on a work day for Sick Time, Vacation Time, Personal Time or excused absence, credit of twelve (12) hours will be given towards hours worked except when an employee is scheduled for less than twelve (12) hours he/she will be paid for the hours scheduled and charged time off accordingly. In the event of illness, a Dispatcher employee shall notify Commission Authority with a minimum two (2) hour notice before his/her scheduled shift.

An employee scheduled to work forty (40) hours and, who is absent on a work day for Sick Time, Vacation, Personal Time or excused absence, who works less than forty hours will be credited and paid for the scheduled hours as appropriate; provided that, said employee has the paid-time off available. If the employee does not have paid-time off available, he/she will be paid only for hours worked.

SECTION 6. An employee who is called in for non-scheduled work will be guaranteed a minimum of four (4) hours Overtime Pay, unless the time worked overlaps his/her regularly scheduled work hours, in which case, the employee will be paid Overtime Pay only for the hours worked prior to his/her regularly scheduled shift.

SECTION 7. For Maintenance employees, 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 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 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.

SECTION 8. A Maintenance employee who is called in for snow or ice removal duty will be guaranteed a minimum of four (4) hours Snow Pay, unless the time worked overlaps his/her regularly scheduled work hours, in which case, the employee will be paid Snow Pay only for the hours worked prior to his/her regularly scheduled shift.

## **ARTICLE 4 - Seniority**

SECTION 1. "Seniority" is defined as the length of a maintenance or dispatch Employee's accumulated, continuous, permanent employment with the Commission.

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

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

SECTION 3. A new employee ("New Employee") shall be considered as a probationary employee ("Probationary Employee") from the date he/she is hired as a full-time employee until the full probation of six (6) months has been successfully completed ("Probation Period"). Any such probationary employee may be terminated or laid off at any time at the discretion of the Executive Director, or an agent appointed by the Executive Director, and no appeal or review shall be permitted. A Probationary Employee has no Seniority during the Probation Period.

SECTION 4. A Probationary Employee will be entitled to participate in pension benefits/contributions immediately and, beginning on the first day of the month after completion of sixty (60) days of full-time employment, be permitted to participate in the Commission's health insurance benefits plan.

SECTION 5. A Probationary Employee must achieve satisfactory performance of all work duties: availability, behavior, work quality, work productivity and suitability for the position for a period of six months (the "Probationary Requirements").

SECTION 6. After a New Employee has completed his/her Probationary Requirements, his/her seniority will commence as of the date he/she was hired.

SECTION 7. When a permanent employee of the Commission, who completes the Probation Period, is transferred to the Maintenance or Dispatch department for full-time employment, he/she will be considered an employee on probation ("Employee on Probation"). If an Employee on Probation transferred to the Maintenance or Dispatch Department successfully completes the Probationary Requirements, his/her Seniority will commence as of the date of his/her appointment to full-time status in the new department with all due consideration in the future for time and grade in that department.

If an Employee on Probation transferred to, or within, the Maintenance or Dispatch Department fails to successfully complete the Probationary Requirements, the employee shall be returned to his/her former department with no loss of Seniority or benefits.

SECTION 8. 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 9. An employee's calendar anniversary date ("Calendar Anniversary Date") shall be the same date as his/her date of hire ("Date of Hire"), unless changed by a promotion or work status. Contractual raises shall be October 1<sup>st</sup> of each Contract Year which shall be defined as each fiscal year that coincides with this Agreement.

## **ARTICLE 5 - 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 Tolls, Dispatch and Maintenance at both bridges, and will permit employees to bid for such vacancies before hiring from outside the Commission. At all times, the Commission will solely determine both qualifications needed for the job, and the suitability of each candidate.

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; and
- (c) Expiration Date.

Job postings shall be:

- (a) For a minimum of five (5) days; and
  - (1) Awarded by seniority if the senior applicant:
    - is physically able to perform the vacant job; and
    - (2) is otherwise qualified for the position; and
    - (3) has not habitually used more than forty (40) hours per year of his or her available sick time, provided that time off charged to the Federal Family and

- Medical Leave Act or the New Jersey Family Leave Act will not be counted against an applicant; and
- (b) The starting rate of pay for the new position shall be in accordance with Article 6 of this Agreement.

SECTION 4. The Commission agrees to notice any job openings for entry level and non-supervisory administrative positions at the Commission so that each current employee might have the opportunity to indicate to management his/her desire to be considered for that position. However, management reserves the right to fill that position with the individual, whether a current employee or not, who they consider to be the most appropriate for the available position.

## **ARTICLE 6 - Rates of Pay**

### **SECTION 1.**

- (a) In the 1st year of this agreement, the pay increase shall be one and ninety-five percent (1.95%) of the hourly rate (October 1, 2018 through September 30, 2019, "Year 1" of the Contract);
- (b) In the 2nd year of this agreement, the pay increase shall be one and ninety-five percent (1.95%) of the hourly rate (October 1, 2019 through September 30, 2020, "Year 2" of the Contract);
- (c) In the 3rd year of this agreement, the pay increase shall be one and ninety-five percent (1.95%) of the hourly rate (October 1, 2020 through September 30, 2021, "Year 3" of the Contract);
- (d) In the 4th year of this agreement, the pay increase shall be one and eighty-five percent (1.85%) of the hourly rate (October 1, 2021 through September 30, 2022, "Year 4" of the Contract);

Rates of pay for newly hired employees are set forth in Section 6 and include all negotiated adjustments, changes and modifications.

### **SECTION 2.**

- (a) A New Employee shall receive the probationary rate ("Probationary Rate"), as set forth in Section 6 until he/she successfully completes Probationary Requirements.
- (b) New Employee reviews will be conducted monthly by the Department Supervisor for a period of six (6) months.

SECTION 3. The contract cycle October 1<sup>st</sup> through September 30<sup>th</sup> coincides with the fiscal year of the Commission. All employees except those on Probation receive only one increase per year on October 1<sup>st</sup>.

SECTION 4. All full-time, new hires into the Maintenance Department must be able to climb when so required. In addition to the employee's regular straight time hourly rate of pay,



climbing pay (“Climbing Pay”) will be paid to the Maintenance employees working while suspended under the bridges from abutment to abutment and the steel above the roadbed of the Burlington Bridge or on the arch of the Tacony-Palmyra Bridge, and when greasing the steep operating cables of the Burlington Bridge lift. 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, or the Executive Director’s designee, in his/her sole discretion, will decide. Climbing Pay will be \$4.00 per hour and shall be paid for a minimum of four (4) hours.

SECTION 5. Dispatch employees training police for communication operations are entitled to an annual stipend of \$550 payable on the first pay period of November. The Commission will designate trainers as deemed necessary and appropriate. In order to qualify for the “Dispatch Training Stipend”, an employee must have completed no less than 40 hours of documented training time for the previous fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>).

**SECTION 6: RATES OF PAY**

Job Foreman\*                    Add \$1.00 per hour to rate before promotion  
 Job Leader                        Add \$1.00\*\* per hour to rate before promotion

\* A job description for Job Foreman is on file with the Department of Human Resources.

\*\*For Electrician and Electronics Technician, Utility Person and Equipment Mechanic, Maintenance person, Labor/Custodian hired before 1/1/14 promoted to Job Leader \$1.00 shall be substituted with \$2.00.

An Employee hired before 1/1/14 promoted from Maintenance Person to Utility Person shall receive the same rate as a Utility Person and Equipment Mechanic hired before 1/1/14. For 2019-2020 the rate equals \$37.36. Promotions that occur in subsequent years covered by this contract shall include a percentage increase to the established rate as set forth in Section 1.

New Hire Rates	Probation	
	95% of Rate	Rate
Electrician and Electronics Tech	\$ 26.31	\$ 27.70
Utility Person and Equipment Mechanic	\$ 24.79	\$ 26.10
Maintenance Person	\$ 24.09	\$ 25.35
Labor/Custodian	\$ 17.70	\$ 18.64
Dispatcher	\$ 22.36	\$ 23.54

## **ARTICLE 7 - Holidays and Holiday Pay**

SECTION 1. The Commission recognizes the following "Holiday(s)":

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

SECTION 2. Employees scheduled off on a Holiday shall receive one day's pay ("Holiday Pay"). Maintenance employees will be paid eight (8) hours of Holiday Pay for the Holiday and Dispatch employees will be paid twelve (12) hours of Holiday Pay for the Holiday.

SECTION 3. Employees who work on a Holiday shall be paid Overtime Pay for work performed in addition to Holiday Pay.

SECTION 4. 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 5. 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, subject to the Commission's Sick Time policy; and, the employee will be paid Sick Time so long as he/she has it available.

SECTION 6. Holiday Pay will not be paid to any employee on a leave of absence without pay or who is on a suspended status.

SECTION 7. If a Holiday falls on a Saturday, Maintenance employees shall only be off on Friday and receive Holiday pay for that day. If a Holiday falls on a Sunday they shall only be off on Monday and receive Holiday pay for that day.

## **ARTICLE 8 - Vacation Time**

SECTION 1. The highly specialized nature of the Commission's bridge operation requires that vacations be granted to meet departmental needs.

SECTION 2. Vacation periods (“Vacation Time”) shall coincide with the calendar year (January 1 to December 31). The initial date for determining vacation time will be the first day of the calendar month following the date of employment.

SECTION 3. When, in any calendar year, Vacation Time, or any part thereof, is not taken the unused vacation time will carry to the next calendar year. Any unused, carryover vacation time must be used by December 31, of the next succeeding calendar year. Any unused, carryover vacation time not used by December 31 of the succeeding calendar year shall be lost.

SECTION 4. Vacation Time shall be granted in accordance with the following schedule:

Date of Hire until first January 1<sup>st</sup>: 8 hours Vacation Time per calendar month up to 96 hours

January 1<sup>st</sup> following the employee’s Date of Hire: 104 hours Vacation Time

January 1<sup>st</sup> following the employee’s 4th Calendar Anniversary Date: 136 hours Vacation Time

January 1<sup>st</sup> following the employee’s 9th Calendar Anniversary Date: 168 hours Vacation Time

January 1<sup>st</sup> following the employee’s 14th Calendar Anniversary Date: 184 hours Vacation Time

January 1<sup>st</sup> following the employee’s 19th Calendar Anniversary Date: 208 hours Vacation Time

Pursuant to the schedule set forth above, employee eligible Vacation Time shall be credited as of January 1<sup>st</sup> of each calendar year.

\*Employees with over twenty-five (25) years of service as of April 11, 2017 shall continue to receive two hundred and forty (240) vacation hours (“Grandfathered Vacation Time”) with pay which was effective with the preceding contract. It is important to note that for the avoidance of doubt the Commission and Association understand and agree that the Grandfathered Vacation Time has been permanently eliminated for current employees who have not attained more than twenty-five (25) years of service as of April 11, 2017 and for new employees hired after execution of this Agreement.

SECTION 5.

- (a) Vacations will be scheduled as requested, provided at least twenty-four (24) hour notice is given to a supervisor, and it can be arranged without jeopardizing operations. A notification exception is permitted for maintenance who notify the supervisor before the end of the work day regarding a vacation request for the following work day, in such instance at least sixteen (16) hour notice shall satisfy the requirement of acceptable notice.

In an emergency or special circumstance where notice as otherwise required under this Section cannot be provided, an employee must, upon return to work, submit in writing, a request for deviation from applicable notice requirements; whether such time qualifies for paid Vacation Time shall be subject to management approval or rejection.

(b) No emergency request for Vacation Time will be approved until an employee has exhausted his/her Personal Time.

SECTION 6. If, upon separation from the Commission, an employee has authorized Vacation Time, the time will be paid at the current rate of pay.

SECTION 7. Vacation Time shall not be accrued during periods of unpaid leave or suspensions of more than thirty (30) days.

## **ARTICLE 9 - 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 continue during periods in which they are incapacitated for work because of personal illness for allocated periods called sick time ("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 repeated violations 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 absences which, in its' opinion, merit verification to determine whether payment shall be granted.

SECTION 3.

Date of Hire until first January 1<sup>st</sup>: eight (8) hours Sick Time per calendar month up to ninety-six (96) hours.

Thereafter, Maintenance employees shall receive one hundred and twenty (120) hours annually which shall be posted each year on January 1<sup>st</sup> to the employee's benefit time account. Dispatch employees shall receive one hundred and forty-four (144) hours annually which shall be posted each year on January 1<sup>st</sup> to the employee's benefit time account.

SECTION 4. In the event of illness or absence, 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 5. Sick Time will be cumulative and shall accrue during paid time off. Employees on voluntary leave of absence, unpaid leave or suspension of more than thirty (30) days will not accumulate Sick Time, Vacation Time or Personal Time. If an employee is sick forty-eight (48) continuous work hours or more, a doctor's note may be required by the Commission.

SECTION 6. In case of chronic absenteeism or when certain patterns of absenteeism are developed by an employee, the Commission may require a physician's report, prescribed forms and/or other reasonable evidence relating to these patterns of chronic absences.

SECTION 7. In cases of prolonged illness, when an employee exhausts his/her current accrued Sick Time, the employee may authorize the Commission's payroll department to use his/her accrued Vacation Time and the employee will be required to cooperate to complete applicable forms.

SECTION 8. Annual Sick Time will be added to the employee's accumulated Sick Time. When an employee, during a calendar year, uses sick leave in excess of the one hundred and twenty (120) sick hours for Maintenance employees and one hundred and forty-four (144) sick hours for Dispatch employees accrued during that calendar year, he/she will use accumulated Sick Time.

SECTION 9. Upon retirement, employees on the payroll as of April 1, 1998 shall be compensated for accumulated sick time at one hundred percent (100%) of the per diem rate of pay at the time of retirement for each accumulated sick time day in an amount commensurate with the amount of sick time earned by that employee as of January 1, 2014. Sick time may be used by employees and may continue to be accumulated so that the employee may be eligible to receive the capped amount provided for under this section. Anyone hired after April 1, 1998 will be paid up to a maximum of fifteen thousand dollars (\$15,000).

SECTION 10. An employee with at least twenty-three (23) years of service with the Commission, who files and receives approval of his/her request to retire with not less than twenty-five (25) years of service, may convert one-third of his/her accumulated unused sick leave to cash in each of his/her last three years of his service. In lieu of receiving cash payments, the employee may request the payments be transferred to a deferred compensation plan provided that this request is approved by the deferred compensation plan and other regulatory agencies including but not limited to the Internal Revenue Service ("IRS"). In either case, employees are still bound by the requirements set forth in this Article.

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 as of January 1, 2014, except that compensation for the employee's accumulated sick leave for employees hired after April 1, 1998, will be paid up to a maximum of fifteen thousand dollars (\$15,000).

## **ARTICLE 10 - Personal Time**

SECTION 1. The initial date for determining Personal Time will be the first day of the calendar month following the Date of Hire with Maintenance employees earning eight (8) hours and Dispatch employees earning twelve (12) hours of Personal Time for every four (4) months of work scheduled until December 31<sup>st</sup>. In subsequent years, January 1<sup>st</sup> following the employee's Date of Hire twenty-four hours (24) per year of Personal Time will be awarded to Maintenance

employees and thirty-six hours (36) per year of Personal Time will be awarded to Dispatch employees.

SECTION 2. Personal Time can be used in conjunction with or in addition to Holidays and/or Vacation Time provided at least twenty-four (24) hours advance notice is provided to management. Personal Time shall coincide with the calendar year (January 1st to December 31st).

SECTION 3. Personal Time must be used in four (4) hour increments notwithstanding the Personal Time Exception (hereafter defined). A "Personal Time Exception" shall be permitted to allow an employee to take Personal Time in two (2) hour increments provided at least twenty-four (24) hour advance notice is provided to management. An employee's Personal Time Exception privilege may be revoked at any time if management, in its sole discretion, determines that an employee has failed to exercise the privilege with good judgment. Violations of the use of Personal Time may lead to disciplinary action and repeated violations may constitute justifiable cause for dismissal.

SECTION 4. When, in any calendar year, Personal Time, or any part thereof, is not utilized, the employee may request that the Commission defer the unused annual Personal Time to the next calendar year. Any balance of annual Personal Time not used by December 31st of the succeeding calendar year shall be lost. If, upon separation from the Commission, an employee has authorized Personal Time, he/she will be paid at the then present rate for such Personal Time.

SECTION 5. Personal Time shall not be accrued during periods of unpaid leave or suspensions of more than thirty (30) days.

### **ARTICLE 11 - Absence – Death in Family**

SECTION 1. In the event of a death in the Immediate Family (defined below) of a regular employee of the Commission, as many as five (5) bereavement days, with pay, with up to two (2) of those days being able to be used by the employee non-consecutively so long as the use of the non-consecutive bereavement days are taken within six (6) months of the date of death. Extensions will be considered on an as-needed basis, not to be unreasonably withheld. Immediate Family shall be defined as: spouse, mother, father, children, step-children, step-parent, siblings, step-sibling, and domestic and civil union partner as defined by New Jersey law.

SECTION 2. Three (3) bereavement days off with pay from time of death to the time of the funeral, will be allowed if the employee is attending the funeral of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, or relative having domiciled in the employee's residence (with proof).

SECTION 3. One (1) bereavement day with pay, will be allowed if the employee is attending the funeral of an aunt, uncle, niece, or nephew.

SECTION 4. No employee shall receive a paid bereavement day for a day on which he or she was not scheduled to work.

SECTION 5. Probationary Employees are eligible to receive Death in Family benefits.

## **ARTICLE 12 - Military Leave and Jury Duty**

SECTION 1. An employee who leaves a position with the Commission in order to be inducted in the armed forces of the United States, who completes his/her 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. S2021, 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 two (2) week leave of absence from his/her position without loss of pay in a calendar year, provided he/she makes a written request for such leave and provides to the Commission a copy of his/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 (2) 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/her military orders. Upon completion of his/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. S2021, et seq.

SECTION 4. The Commission will adhere to both Federal and State regulations concerning Military Leave.

SECTION 5. When an employee receives official notification to report for Jury Duty ("Jury Duty"), he/she should immediately notify the Commission Human Resources Department through his/her supervisor. 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. An employee's failure 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 Commission pay.

SECTION 6. An employee will receive his/her regular paycheck on his/her regular payday, during Jury Duty with the understanding that, when he/she receives the jury duty remittance ("Jury Duty Hours and Mileage Check") from the issuing government entity, he/she will assign it to the Commission for reimbursement. An official Commission form (available on the Employee portal) is required to authorize the payroll remittance and any applicable adjusted

reimbursement for Jury Duty. A Commission adjustment check will be issued through payroll for any balance due to the employee resulting from mileage remitted with the Jury Duty Hours and Mileage Check.

SECTION 7. Employees will be scheduled to work on all days that they do not report for Jury Duty. However, in no event will an employee be required to work more than five (5) days in any one week, including any days served on Jury Duty. Work beyond forty (40) hours in a week shall be compensated as set forth in this Agreement.

SECTION 8. An employee will only be entitled to Jury Duty pay for a day in which: he/she was scheduled to work; and he/she was required to report for jury duty.

### **ARTICLE 13 - Union Dues**

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. The deduction will commence with the first paycheck of the month following the date the employee delivers the signed form authorizing deductions ("Union Deduction Form") to the Commission Human Resources Department. The Association is responsible to provide the Union Deduction Form to its members and to deliver the executed document to the Commission.

SECTION 2. The Association shall hold the Commission and its agents harmless from all claims, demands, suits or other forms of liability which may arise from the processing of the Union Deduction Forms and the deduction made, except for errors made by the Commission and/or its agents. Submission of the Union Deduction Form and any official notification by the Association regarding change in deductions is solely the responsibility of the Association.

SECTION 3. The Association agrees to certify to the Commission, in writing, any change in the rate and terms of Association deductions, in a form signed by an Association Officer. Such change shall become effective with the first paycheck of the month following the date of receipt by the Commission.

SECTION 4. 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 5. 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.

SECTION 6. When an employee moves from part-time to a full-time, union membership/dues deduction shall continue without interruption. The probationary status of the employee shall not be affected by this section.



## **ARTICLE 14 – Mileage and CDL Reimbursement**

SECTION 1. Mileage for Commission Business (defined below) shall be reimbursed at the maximum nontaxable rate set by IRS regulations and shall be adjusted within thirty (30) days of the date of any change in such rate made by the IRS.

SECTION 2. Requests for mileage reimbursement must be submitted on an approved Commission form (available on the Employee portal); the Executive Director shall have the authority to establish the policy for evaluating eligible travel (“Commission Business”) for mileage purposes.

SECTION 3. Employees required to attend scheduled meetings, training sessions and/or to take physical examinations for employment purposes on his/her own time, will be paid for the actual time spent at his/her regular hourly rate but not less than two (2) hours plus mileage pursuant to reimbursement rates set by the IRS guidelines.

SECTION 4. The Commission will reimburse Maintenance employees holding a New Jersey issued Commercial Driver’s License (“CDL”) for the cost of the original CDL license or the license renewal (“CDL Reimbursement”) remitted during the period covered by this Agreement. Approval of the CDL Reimbursement shall be conditioned upon the employee’s timely submission of a reimbursement request accompanied by evidence of payment.

## **ARTICLE 15 - Grievance Procedure**

SECTION 1. In order that the grievance procedure can operate smoothly and expeditiously for the best interest of the 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. The Association should forward the names of those chosen to the Commission’s Human Resources Department to be placed on file.

The Commission’s Human Resources Director, or his/her designee, shall maintain a file of the grievances and disputes and may be assigned as 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 Officers and members of the Association. He/she shall aid and assist all employees, by advice and counsel, regarding their employment with the Commission.

SECTION 2. Whenever an employee or group of employees has a question, dispute or matter of complaint which concerns their conditions of employment, within fifteen (15) days of the occurrence of the grievance, the following procedure should ensue:

STEP 1. A grievance shall first be discussed with the immediate supervisor within the aforementioned fifteen (15) days of its occurrence. Immediate supervisor (“Immediate Supervisor”) is defined to be the supervisor for Maintenance employees and the

Director of Public Safety for Dispatch employees. 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 fifteen (15) working days after the date of discussion.

STEP 2. If the employee is dissatisfied with the decision the grievance may be submitted, in writing, to his/her Immediate Supervisor within fifteen (15) working days after receipt of the response at Step 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 fifteen (15) 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 or his/her designee by sending him/her a copy of the original grievance and the written answer received at Step 2 (the "Appeal"), requesting a hearing. The Executive Director, or his/her designee, shall hold a hearing with the employee, his/her steward, and an Association Officer within fifteen (15) calendar 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 fifteen (15) working days after the hearing. The Executive Director's designee shall not be the same person used in Step 2 and shall be someone with higher authority than the Immediate Supervisor.

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/her 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 therefore.

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 fifteen (15) 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.

SECTION 4. Whenever the words “day,” “days,” or “working days” are used, for purposes of this Article, weekends and Holidays are excluded.

## **ARTICLE 16 - 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 (“Disciplinary Action”). The Executive Director, or his/her designee, shall be responsible for the communication of all changes, modifications or amendments to the employees.

SECTION 2. The Executive Director or his/her designee 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.), and
- (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 an authorized Association representative shall be entitled, upon request, to a meeting with the Executive Director or his/her designee 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 an independent hearing officer ("Hearing Officer") designated by the Commission Chairman.

Upon the designation of a Hearing Officer, he/she shall convene a hearing at the earliest date mutually agreeable to the Parties, including the Association representative. The Hearing Officer 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 documented by stenograph or 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 a grievance matter.

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 immediately suspend 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 twenty-four (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 limit for responses shall be deemed as forfeiture of the Commission's right to further proceed with disciplinary action against an employee.

## **ARTICLE 17 - Association Representation**

### **SECTION 1.**

(a) The Association shall file in writing, with the Commission, the names of the elected representatives of the Association ("Officer(s)"). 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 employee for the Tacony-Palmyra, Burlington Bristol, and Riverside/Delanco bridges delegated to represent and handle Association matters at that bridge.

SECTION 2. The Commission agrees to pay Association representatives, that are employees of the Burlington County Bridge Commission, for time spent during their regular work hours in the processing of valid grievances, contract negotiations and/or the defense of any employee in Disciplinary Action, on any bridge (Tacony-Palmyra, Burlington Bristol, or Riverside/Delanco), 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 identified in Section 2 above. The Commission, in its discretion, agrees to consider a release from work assignment, without pay, of representatives for such other matters, upon written request.

SECTION 4. 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 18 - 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. 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 19 and the terms of this Agreement.

SECTION 3. An employee shall notify his/her supervisor of all hazardous safety conditions.

SECTION 4. 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 19 - Job Description**

SECTION 1. The list of Job Descriptions incorporated in this Agreement are:

Job Foreman	Job Leader
Electrician	Maintenance Person
Electronic Technician	Utility Person
Equipment Mechanic	Dispatcher
Laborer/Custodian	

SECTION 2. Copies of these job descriptions are on file with the Commission's Human Resources Department and with the Association.

### **ARTICLE 20 - 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 Disciplinary Action and Grievance 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 21 - 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 Tacony-Palmyra, Burlington Bristol and Riverside/Delanco Bridges, and all other facilities under the jurisdiction of the Burlington County Bridge Commission, 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 policies, 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, and all other facilities under its jurisdiction, the number of employees 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 22 - 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 negotiable 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 23 - Use of Commission Property**

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/her 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 24 - Pension and Retirement**

SECTION 1. The applicable Retirement Policy adopted by the Bridge Commission is incorporated in this Agreement, subject to the laws of the State of New Jersey pertaining to the Public Employees' Retirement System.

SECTION 2. Full-Time employees retiring after March 31, 2006, shall be eligible for employer paid retiree health benefits if they meet the eligibility criteria for retirees under the New Jersey State Health Benefit Program ("NJSHBP") covering comparable employers, which criteria presently are either receipt of a disability pension, twenty-five (25) years PERS-credited service, or fifteen (15) years credited full-time service with the Commission and age sixty-two (62), in each case as set forth more fully in the statute. If they do not qualify as stated above, they do not receive retirement health care. If they do qualify as stated above, they receive employer-paid healthcare, or healthcare with contributions, depending upon the applicable requirements of P.L. 2011, Chapter 78 or other applicable law.

If qualified under these eligibility criteria:

Below age sixty-five (65) – Health Insurance, and Prescription Coverage, under the same terms and conditions as active Commission employees, to the extent permitted by law.

Age sixty-five (65) and Over – Health Insurance and Prescription Coverage in accordance with the plan as currently being provided at the time of the signing of this Agreement by the Burlington County Insurance Commission ("HIF"), . In addition, the Commission will contribute one-half the cost of the standard Medicare Part B Premium for the retiree and retiree's

spouse, if applicable.

SECTION 3. The surviving spouse of a retiree who worked twenty-five (25) years or more with the Commission, or the surviving spouse of an employee who retired under the State of NJ, PERS, with disability retirement due to a job related disability, will receive seven (7) years of paid health benefits and the surviving spouse of a retiree who worked twenty (20) years or more with the Commission, , will receive five (5) years of paid health benefits. A spouse currently participating in free healthcare, will continue at the number of years given upon death of retiree.

SECTION 4. This Agreement is to be read consistently with applicable law, and may not be read to require an act or omission contrary to law.

### **ARTICLE 25 - Health Coverage**

SECTION 1. All active employees, who have not withdrawn from the Commission's health insurance program shall contribute towards the cost of health insurance, on a pre-tax basis, in accordance with the requirements of P.L. 2011, Chapter 78 or other applicable law. Employee contributions towards health insurance shall not be less than the contributions required by P.L. 2011, Chapter 78 as of the date of the execution of this Agreement. All retirees with less than twenty (20) years of creditable service in one or more state or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this Agreement, shall make health care contributions during retirement in accordance with any applicable requirements of P.L. 2011, Chapter 78 or other applicable law. Using the retiree's retirement allowance as if it was base salary for the purpose of calculating the contributions required by P.L. 2011, Chapter 78 or other applicable law. Employees' contributions towards health insurance shall not be less than the contributions required by P.L. 2011, Chapter 78 as of the date of the execution of this Agreement.

(a) The Commission shall continue to maintain its health insurance for active employees, and retirees, through the HIF, or an equal to or better program, plan or provider, in accordance with the plan as it exists as of the signing of this Agreement. Nothing in this Agreement prevents the Commission for changing health insurance providers.

SECTION 2. Subject to the provisions of P.L. 2011, Ch. 78, or other applicable law, the Commission agrees to provide a full-family Dental Plan with an annual maximum of \$2,000 with coverage for silver or porcelain/composite fillings, extractions, and gum disease equal to 80%, and Orthodontics coverage with a maximum of one thousand five hundred dollars (\$1,500.00). Retirees are not provided with this coverage.

SECTION 3. Subject to the provisions of P.L. 2011, Ch. 78, or other applicable law, the Commission agrees to provide a Prescription Medicine Plan., in accordance with the plan as it exists as of the signing of this Agreement or an equal to or better plan. Nothing in this Agreement prevent the Commission from changing Prescription Medicine program, plan or providers.

SECTION 4. Subject to the provisions of P.L. 2011, Ch. 78, or other applicable law 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 twelve (12) months. Retirees are not provided with this coverage.

SECTION 5. Full-time employees will have the opportunity on an annual basis to opt out of all health plan coverages, including health, prescription, dental and vision. Employees who choose this option and can provide proof of alternative coverage shall receive two hundred dollars (\$200) per pay period for each year he/she disavows benefits. Employees who want to exercise this option must provide notice to the Commission between December 1st and December 15th for the following calendar year. Use of this option shall be subject to the permission of the employer, which shall not be unreasonably denied.

SECTION 6. The Commission shall provide an Employee Assistance Program.

SECTION 7. Certificates of insurance and coverage information will be available to all employees through the health care provider website. Details of policies will also be available for examination at all times in the Human Resources Department. 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 Human Resources Department.

SECTION 8. The Commission reserves the right to change insurance carriers, products within existing carriers, or to self-insure so long as substantially similar benefits are provided and there is no loss of coverage to employees.

SECTION 9. Surviving dependents of future deceased employees shall be extended healthcare coverage after the present policy for extension of coverage has expired, based on the following service schedule:

- One (1) Year: Employees with between one and under two years of service or until remarriage of spouse;
- Two (2) Years: Employees with between two and under three years of service, or until remarriage of spouse;
- Three (3) Years: Employees with between three and under four years of service, or until remarriage of spouse;
- Four (4) Years: Employees with between four and under five years of service, or until remarriage of spouse;

Five (5) Years: Employees with five (5) or more years of service, or until remarriage of spouse.

SECTION 10. The spouse/dependents understand that they must contribute towards this insurance based on what the employee was contributing at the time of their death.

SECTION 11. This Agreement is to be read consistently with applicable law, and may not be read to require an act or omission contrary to law.

SECTION 12. Pursuant to P.L. 2011, Chapter 78, or other applicable law the Commission shall provide a Flexible Spending Account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical, prescription, vision and dental expenses not otherwise covered by the Commission's Health Benefit Plans, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

### **ARTICLE 26 - 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 at least fifty thousand dollars (\$50,000), and an accidental death benefit of at least fifty thousand dollars (\$50,000) at no cost to the employee.

### **ARTICLE 27 - Workman's Compensation Benefits**

SECTION 1. The Burlington County Bridge Commission Resolution No. 66-13, dated May 18, 1996, 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 workers' compensation payments.

SECTION 2. The Burlington County Bridge Commission will provide supplemental payments to all employees on workers' compensation to guarantee that the employee will not take home less pay than they would if they were working their normal pay period.

### **ARTICLE 28 - Tuition Refund Program**

The Commission provides a Tuition Refund Program for all full-time employees as follows:

(a) An employee must apply for a reimbursable program at least 30 days prior to the beginning of a course.

(b) The course(s) to be taken must be connected with the employee's present position or a position currently in use at the Commission.

(c) All requests are subject to approval of the Commission which approval will not be unreasonably be denied.

(d) Reimbursement shall be conditioned upon the following:

1. The employee attends 80% of the classes.
2. The employee receives at least a "C" grade average.

(e) The Tuition Refund Program shall apply to any college, university, county college, adult high school or trade school.

(f) There is a five hundred dollar (\$500) maximum per employee per Contract Year.

## **ARTICLE 29 - Term and Cost of Agreement**

SECTION 1. This Agreement shall be effective as of October 1, 2018. It shall be binding upon the Commission and the Association through September 30, 2022, 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.

SECTION 3. The Commission agrees to make an electronic copy of this Agreement available and accessible 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 and Dispatch  
Employees)

BURLINGTON COUNTY BRIDGE  
COMMISSION

By:   
President

By:   
TROY SINGLETON  
Chairman

WITNESS:  


By:   
KATHLEEN WISEMAN  
Secretary