

Contract no 201

INSTITUTIONAL AGREEMENT

RUTGERS UNIVERSITY

A G R E E M E N T

BETWEEN

BURLINGTON COUNTY BRIDGE COMMISSION

AND

THE BURLINGTON COUNTY BRIDGE POLICE ASSOCIATION,
F.O.P. LODGE #115

OCTOBER, 1990 TO DECEMBER 31, 1993

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PREAMBLE

THIS AGREEMENT entered into this 1st day of October, 1990, and effective until December 31, 1993, is between the BURLINGTON COUNTY BRIDGE COMMISSION, hereinafter referred to as the "Commission", and the BURLINGTON COUNTY BRIDGE POLICE ASSOCIATION, F.O.P. LODGE #115, hereinafter referred to as the "Police Association".

ARTICLE I

RECOGNITION

SECTION 1. The Commission recognizes the Police Association as the exclusive majority representative of the regular Bridge Police Patrolman and Sergeants and full-time Dispatchers, in accordance with and pursuant to Chapter 303, P. L. 1968 (N.J.S.A. 34:13A-1 et. seq.). The Chief of Bridge Police, Captain, Lieutenants, probationary, part-time and temporary 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. Pursuant to Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, as amended the Commission hereby agrees that every member of the negotiating unit shall

have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

ARTICLE II

INTENT AND PURPOSE

SECTION 1. It is the intent and purpose of the parties hereto, in entering into this Agreement to set forth herein the entire agreement to be observed by the parties hereto covering terms and conditions of employment.

SECTION 2. The provisions of this Agreement shall be applied to employees covered hereby without discrimination based on sex, age, race, color, creed or Police Association activity.

SECTION 3. The Commission shall not discriminate in any way against any employee for Police Association activities or for Police Association membership as long as this activity does not in any way disrupt normal operations of the Police Department.

SECTION 4. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION 5. No Article or Subsection of this Collective Agreement shall be modified or altered without a duly executed instrument in writing executed by both parties and ratified or adopted by their respective groups.

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, in conformity with this Agreement.

SECTION 2. The normal work schedule will consist of twelve (12) hour work shifts, with employees working eighty-four (84) hours each pay period as scheduled. Each work shift shall include a three-quarter (3/4) hour lunch break. Each employee's work shift shall be determined by a schedule indicating his initial and concluding tour. Sunday at 0600 hours shall be considered as the start of the work week. Special shifts or split shifts shall be established as found necessary.

Work schedules shall be posted 30 days in advance.

Subject to emergency requirements of the Commission, changes in the work schedule must be made by notice at least 72 hours in advance, unless agreed to by the employee.

Any request by an employee for a work schedule change shall be submitted in writing at least 96 hours prior to the requested schedule change. A response to the requested schedule change shall be given within 24 hours. If no response is received, this shall be considered a denial of the request.

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 right to use temporary part time employees to fill such a vacancy. Every possible effort

shall be made to keep the overtime equal among the employees of the Police Department consistent with manpower and skill needs, as determined by supervision and as dictated by emergency conditions. The Chief will insure that an up-to-date overtime list is maintained. An employee refusing overtime offered to him in his 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 police employees are eligible to receive overtime pay. Overtime will only be paid under the terms outlined in paragraphs A, B, C, D, E and F listed below.

- A. Four (4) hours of physically worked time will be deducted from the employee's 48 hour work week and be credited to the employees 36 hour work week, thereby raising the total pay hours of the 36 hour work week to 40 hours.
- B. After complying with Paragraph A, the employee will then be paid overtime for all hours physically worked in excess of 40 physically worked hours during either week of a pay period.
- C. Whenever employees are attending in-service training classes or attending Court, these hours shall be counted as physically worked hours.
- D. Overtime will be paid whenever an employee physically works in excess of 12 hours within one calendar day or for

any work hours physically worked in excess of 40 physically worked hours within one work week.

- E. Overtime hours paid on a daily basis will not be used in counting weekly overtime hours.
- F. At no time will hours charged to and paid to an employee as sick hours or vacation hours, be counted as hours physically worked.

SECTION 5. When an employee is absent on a work day for sick leave, vacation 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 will be paid for hours scheduled and charged sick or vacation time accordingly.

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

SECTION 7. In the event of illness or absence, a Police employee shall notify Bridge Authorities at least two (2) hours in the A.M. before his scheduled reporting time and at least three (3) hours in the P.M. before his scheduled reporting time.

If the duration of the illness is not known, daily call-in for illness will be required.

SECTION 8. An employee who must appear in court on Bridge business will be paid a minimum of two (2) hours pay. Whenever court time exceeds the two (2) hour minimum, the employee will be paid for the hours he spends in court when applied for on the prescribed form and approved by the Chief or his superior.

SECTION 9. A designated split shift is defined as a divided work day of a stipulated number of 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 at a rate of time and one-half for all hours worked in excess of their regularly scheduled split shift hours. (One hour special compensation hour shall always be at straight time.)

SECTION 10. A probationary police employee attending police training school at the direction of the Commission shall do so in accordance with the following procedures:

(a) When attending school an employee will be paid a per diem allowance of eight (8) times his regular hourly rate. This allowance shall apply equally to resident or non-resident students.

(b) Absence from school for illness or other unavoidable reasons shall be reported to the school and the Commission immediately. If the absence is approved, the employee will be paid for the day and charged sick or vacation time if he has the accrued time available.

(c) If, for any reason, the school is closed when the employee is scheduled to attend, he shall report to his superior for assignment to work at his regular duties.

(d) On a holiday recognized by the Bridge Commission, holiday pay will be paid an employee enrolled in police training school, and the per diem allowance will be paid if he

attends school that day. Holiday day or per diem allowance will not be paid on a holiday not recognized by the Commission.

(e) While attending school an employee will be paid straight time for up to eight (8) hours in any one day. In the event an employee graduates from school and is immediately called in for duty without at least one day off after graduation, he will be paid overtime for hours worked in excess of 40 hours in accordance with Section 4 hereof.

(f) While attending school, when an employee is working at his regular assigned duties, he will be paid in accordance with the provisions of Section 4 above.

(g) When a probationary policeman is sent to a police training academy for police school training, he will be given \$100.00 expense allowance to be used for clothing, gasoline, etc.

(h) Any employee who has attended and completed police training academy while employed by the Commission shall be required to continue his employment with the Commission for a period of at least two years from the date of his graduation. In the event any such employee chooses to discontinue his employment before the expiration of two full years he shall refund:

- (i) Monies equal to 100% of all salary paid to him under Section 10(a) hereof in the event he leaves before the expiration of one (1) year.
- (ii) Monies equal to 50% of all salary paid to him under Section 10(a) hereof in the event he

leaves after one (1) year, but before the expiration of two (2) years.

This refund shall be made in full prior to employment termination.

SECTION 11. FIREARMS QUALIFICATION.

(a) It is a condition of employment that a policeman (employee) must qualify in the use of his issued weapon on an approved pistol course according to the then current Attorney General regulations.

(b) The Chief shall schedule each policeman for pistol qualifying range time.

(c) Straight time at the employee's hourly rate will be paid for approved hours physically worked on the pistol qualifying range. To receive payment for range qualification hours an employee must submit a signed "Payroll Authorization Form" stipulating the number of hours on the range, and it shall be certified by the range instructor and forwarded to the Chief for his final approval.

(d) Straight time at the employee's hourly rate will be paid for approved hours of travel time for required training which takes place outside of Burlington County.

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.

(b) Justifiable discharge.

(c) Absence beyond an approved period of leave or unauthorized absence for five (5) working days, after a hearing in which charges have been sustained.

SECTION 3. A new patrolman shall be considered a probationary employee from the date he is hired as a full-time employee until the date six (6) months after he has graduated and received a diploma from a police academy approved by the New Jersey Police Training Commission and by the Burlington County Bridge Commission. Any such probationary employee may be terminated or laid off at the discretion of the Executive Director and no appeal or review shall be permitted.

SECTION 4. When a permanent employee of the Commission, who has completed his probationary period, is transferred to the Police Department for the purpose of becoming a Bridge Patrolman, he will be considered a new bridge patrolman on probation as detailed in Section 3 of this Article, and his seniority in the police department shall commence as of the date of his transfer to the police department. If he does not successfully complete his probationary requirements, he shall be returned to his former department with no loss of seniority or benefits.

SECTION 5. A new employee on probation has no seniority during this period. As a new employee on probation, he will not be entitled to hospitalization, insurance, pension, vacation or

sick benefits until ninety (90) days after his date of employment, or in the event a new employee attends police training school, said employee shall not be entitled to such benefits until ninety (90) days after satisfactory completion of the police training school.

SECTION 6. After a new employee has completed his probationary requirements and has been approved as a permanent regular employee, his seniority will commence as of the date he was hired.

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 employees with the lowest seniority in the bargaining unit will be the first employee to be laid off.

The Commission further agrees that, in the event of call back in the bargaining unit, the last man laid off will be the first to be recalled for employment in the bargaining unit.

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

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. For promotion to the rank of Sergeant, a Sergeant's test shall be given in the manner previously negotiated between the parties to this Agreement.

ARTICLE VI

RATES OF PAY

SECTION 1. New rates of pay will become effective January 1, 1991. The pay rates for the term of this Agreement shall be set forth on the wage scale in accordance with the following:

- (a) Effective January 1, 1991 the hourly rates of pay shall increase four (4%) percent.
- (b) Effective July 1, 1991 the hourly rates of pay shall increase four (4%) percent.
- (c) Effective January 1, 1992 the hourly rates of pay shall increase six and one-half (6.5%) percent.
- (d) Effective January 1, 1993 the hourly rates of pay shall increase six and one-half (6.5%) percent.
- (e) The following exceptions shall apply to the above:
 - (i) The current hiring rate shall be retained without increase during the life of the Agreement as an "Academy Rate" payable until an employee has been certified as a police officer.
 - (ii) Step (1) shall not be increased after the July 1, 1991 increase.

(iii) Step (2) shall not be increased after the January 1, 1992 increase.

SECTION 2. Patrolmen in the Police Department who may be placed in the position of acting sergeant (normally this will be the patrolman who has seniority on the shift he is working) shall receive the hourly sergeant's pay rate that is commensurate with the patrolman's salary increment step.

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

Christmas Day

Memorial Day

Personal Birthday

Independence Day

Personal Day

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. An employee who works on a recognized holiday, except as noted below, shall be paid at the regular straight time rate of pay for work performed in addition to eight (8) hours pay for the holiday as such. An employee who works on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, shall be paid at the rate of time and one-half (1½) the regular straight time pay for the first eight (8) hours of his shift in addition to eight (8) hours pay for the holiday as such.

SECTION 5. Employees scheduled to work on a holiday and having an authorized absence because of sickness on that day shall receive twelve (12) hours pay only, and no other form of compensation and be charged with twelve sick hours, as appropriate.

However, an employee absent for hospitalization or for convalescence following hospitalization will be paid eight (8) hours holiday pay for holidays so long as he is eligible to receive sick pay benefits under the Health Insurance Policy specified

in Article XXV. The employee will also receive sick hours pay so long as the employee has sick hours 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. 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 8. If a recognized holiday falls during his vacation period, an employee shall receive eight (8) hours additional pay or eight (8) hours additional vacation, at the option of the employee.

SECTION 9. If an employee is scheduled to work twelve (12) hours on a holiday, the Commission will consider the first eight (8) hours of the twelve (12) hour shift as the holiday portion of the employee's schedule. An employee will only be paid holiday pay during the first eight (8) hour portion of the twelve (12) hour shift. An employee who loses any time during the first eight (8) hours will also lose the holiday pay for the same period. Sick time will be charged and paid accordingly for the said period.

SECTION 10. Each employee will make a choice, when his birthday falls within his scheduled shift, either he shall work and receive an extra eight (8) hours pay for the holiday or the

employee may, at his option, take the entire work day off and receive twelve (12) hours of pay. It is understood, however, that this provision shall only apply as long as the employee is working a twelve (12) hour shift. The employee shall notify the Chief of Police at least thirty (30) days in advance of his decision. An employee may substitute a working Personal Birthday for any other working day, subject to scheduling approval from the Commission, which shall give due regard to emergencies and man power scheduling, so long as the employee provides prior notification at least thirty (30) days in advance of his decision.

SECTION 11. When an employee's birthday falls on a holiday, he shall receive eight (8) hours additional holiday pay.

SECTION 12. An employee's leap year birthday will be celebrated on the last day of February and will be paid accordingly.

ARTICLE VIII

VACATION

SECTION 1. The highly specialized nature of our 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 will be granted the number of vacations days listed in the following schedule:

0-1 year of service.....	8	vacation hours with pay
		per month
2-5 years of service.....	104	vacation hours with pay
6-10 years of service.....	136	vacation hours with pay
11-15 years of service.....	168	vacation hours with pay
16-20 years of service.....	184	vacation hours with pay
21-25 years of service.....	208	vacation hours with pay
Over 25 years of service.....	240	vacation hours with pay

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 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 11.2 hours per month for the first three (3) months and 14 hours per month the last nine (9) months or 160 hours.

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. No arrangements or commitments of any kind should be made by requesting parties until they have received written permission granting their request. In our type of operation we must have complete and proper police coverage at all times.

SECTION 8. If, upon separation from the Commission, an employee has authorized accrued vacation time earned in a previous year, he will receive vacation pay at his 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 9. Emergency or special circumstances which require any deviation from this policy shall be submitted, in writing, by the person requesting such deviation to his supervisor, who, in turn, shall submit it to top management for approval or rejection.

SECTION 10. Vacation checks will be provided in advance upon two week's prior notice.

ARTICLE IX

SICK LEAVE

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

SECTION 2. 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 leave will accrue at the rate of eight (8) hours per month, starting with the calendar month following the date of employment. Thereafter, an employee shall accrue ten (10) hours of sick leave per month.

SECTION 4. Sick leave will be cumulative and will continue to accrue during paid sick leave and vacation. Employees on a voluntary leave of absence status will not accumulate sick leave or vacation time. If an employee is sick forty-eight (48) continuous work hours or more, 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 or other justification relating to these patterns of chronic absences for the purpose of determining possible disciplinary action or dismissal.

SECTION 6. In cases of prolonged illness, when an employee exhausts his current accrued sick leave, the employee may authorize the Commission's payroll department to use his 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. At the conclusion of each calendar year, an employee may convert up to forty (40) hours of that current year's

unused sick leave to a cash payment, provided that he has at least two hundred and forty (240) accumulated sick hours. 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 the one hundred and twenty (120) sick hours accrued during that calendar year, he will use accumulated sick hours. As an incentive for not using sick leave, an employee who does not use any of his sick leave (120 hours) in any 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 9. A Bridge employee who retires and receives retirement benefit payments in accordance with the rules and regulations of the New Jersey Public Employees Pension System will receive a Burlington County Bridge Commission cash sick leave benefit equal to one hundred (100) per cent of the employee's accumulated sick leave hours paid at the hourly rate at the time of retirement. The retiring employee shall be compensated for his accumulated sick leave at one hundred (100%) per cent of the per diem rate of pay at the time of retirement.

SECTION 10. 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%) per cent of the per diem rate of pay at the time of death.

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, as many as 96 hours leave of absence, with pay, from time of death, 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. By immediate family is meant, wife, husband, mother, father, daughter, son, sister, brother, father-in-law or mother-in-law, stepfather or stepmother.

SECTION 2. 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 shall be entitled to two (2) additional days only.

SECTION 3. An employee scheduled to work on a shift ending or beginning on the actual day of a burial or cremation, may be granted up to six hours of one of these scheduled shifts off, without loss of pay, for the following relatives: son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, uncle or aunt.

An employee who is scheduled to work during the actual time of the burial or cremation may be granted his full work shift off with no loss of pay.

SECTION 4. In the event that the employee is not able to complete the necessary funeral arrangements within the designated leave time, he may substitute other time off, subject to Commission approval.

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, Air Force or Coast Guard 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, Air Force or Coast Guard 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

DUES CHECK OFF

SECTION 1. The Commission agrees to deduct Police Association dues from an employee's payroll check upon receipt of written authorization from the employee on an approved form. Any such employee authorization may be withdrawn at any time by the employee filing a written notice of such withdrawal with the Police Association and the Commission's personnel department.

SECTION 2. The authorized deduction will be deducted from the first bi-weekly pay check of the next month following the date of the Commission's receipt of authorization.

SECTION 3. A sample of the written authorization is as follows:

"Igrant authorization to the Burlington County Bridge Commission to make deductions of \$.....per month from my salary for the

purpose of paying dues to the Burlington County Bridge Police Association.

Dated.....Signed....."

SECTION 4. Starting on March 31st of each year, and annually thereafter, the Police Association shall certify on an invoice to the Accounting Department, the names of the employees, their dates of authorization of payroll deductions, and the total amount of monies due the Police Association for each quarter.

SECTION 5. The Police Association assumes equal liability and risk with the Commission in any employee action or dispute concerning the deduction of dues from his pay check.

SECTION 6. The Police Association further agrees to certify to the Commission, in writing, any changes in the rate and terms of deduction of Police Association dues, and will supply new signed authorization forms for each member.

SECTION 7. The Police Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorized card.

ARTICLE XIII

MEAL ALLOWANCE AND MILEAGE

SECTION 1. MEAL ALLOWANCE

When an employee works sixteen (16) 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 working hours, he will be paid a meal allowance. For every four (4) continuous hours

worked thereafter, he will be paid a meal allowance. The meal allowance shall be as follows:

October 1, 1990 - \$7.00

October 1, 1991 - \$7.75

October 1, 1992 - \$8.50

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 proper form. Actual mileage shall be paid for travel to and from ranges and schools and in accordance with Bridge Commission policy.

ARTICLE XIV

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 Police 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.

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. It shall first be discussed with the immediate supervisor in the department of his employment. The employee may do this in the company of a Police Association representative. At this discussion the 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, normally within two (2) working days after the date of discussion.

STEP 2. However, if the employee is dissatisfied with the decision of the Supervisor, he may exercise his right to go to the next higher level of supervision, which is the head of the department (Chief) to whom the supervisor and the employee report. The employee shall submit his signed complaint to the head of the department (Chief) in writing within three (3) working days after he has received an oral answer to his problem from the immediate supervisor. His written complaint should stipulate the nature of the complaint, the result of previous discussion, if any, and the basis of his dissatisfaction.

When the department head (Chief) receives the complaint in writing he shall make a thorough investigation of the problem and review all the facts in the case. In order that a fair and just decision can be made, the head of the department (Chief) will meet and discuss the problem with the employee and his representative, if any, and may have present any other personnel that he feels will help resolve the problem.

The head of the department (Chief) shall render his decision in writing to the employee within five (5) working days after the meeting.

STEP 3. If the employee is still not satisfied with the decision he has received from the head of the department (Chief) he may proceed to the next higher level of supervision (Executive Director). He shall submit his signed complaint in writing within three (3) working days to the Executive Director of the Bridge Commission. The Executive Director will review the written complaint and the written decision of the Chief of Police and he/she will then either call a meeting or render his/her decision in writing fifteen (15) working days after the complaint has been received.

STEP 4. Only if a grievance constitutes a controversy arising over the application, interpretation, or claimed 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 borne equally by the parties. 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 Step 4 of the Grievance procedure, an employee and/or the Association must 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 XV

DISCIPLINARY PROCEDURE

SECTION 1. Except as otherwise provided herein, no permanent member of the Police Department shall be removed from his office, employment, or position for any cause other than incapacity or misconduct or disobedience of the Rules and Regulations of the Commission nor shall any permanent officer

be suspended, removed, fined, or reduced in rank from his office except for the causes stated herein.

SECTION 2. Any complaint charging a violation of the Rules and Regulations of the Commission shall be filed no later than the forty-fifth day after the date on which the person filing the complaint obtains sufficient information to file the matter upon which the complaint is based. This forty-five day time limit shall not apply if an investigation of the officer's alleged violation of the Rules and Regulations of the Commission is included directly or indirectly within a concurrent investigation of that officer for a violation of the criminal laws of this state. However, the forty-five day limit shall begin on the day after disposition of the criminal investigation. It is further provided that the forty-five day requirement of this provision shall not apply to the filing of a complaint against an officer by a private individual.

SECTION 3. No permanent officer shall be charged with incapacity or misconduct or disobedience of the Rules and Regulations of the Commission except within the time period set forth herein. As to the forty-five day requirement for filing of certain charges, a failure to file such charges in writing or to properly serve those charges within the time periods required herein shall require a dismissal of the complaint.

SECTION 4. Any complaint charging incapacity, misconduct or disobedience of the Rules and Regulations of the Commission shall be set forth in writing with an accompanying notice of a designated hearing thereon by the person or persons designated

by the Commission to hear such charges, which hearing shall not be less than ten nor more than thirty days from the service of the complaint. The complaint shall be filed in the Commission's offices and a copy shall be served upon the officer so charged.

SECTION 5. An officer may be suspended on charges pending a hearing; provided however, that such hearing shall be held within thirty days from the date of service of the complaint upon him.

SECTION 6. Whenever any officer is charged under the law of the State of New Jersey, or another state, or of the United States, with an offense, the officer may be suspended from his duties, and, if the officer is the subject of an indictment or is charged with an offense which would have constituted a high misdemeanor prior to the enactment of N.J.S.A. Title 2C or which involves moral turpitude or dishonesty, the officer may be suspended from his duties without pay until the case against him is disposed of at trial, or the complaint is dismissed, or until the prosecution is terminated. If a suspended officer is found not guilty at trial, or the charges are dismissed, or the prosecution is terminated, such officer shall be reinstated to his position and shall be entitled to recover any pay withheld during the period of suspension subject, however, to any disciplinary proceedings or administrative action which may be taken against him by the Commission. In the event an officer has been suspended with pay but is found guilty of the charges brought against him, the officer shall reimburse the Commission

for all pay received by him during the period of his suspension.

SECTION 7. Nothing herein obligates the Commission to submit or to participate in any arbitration proceeding involving employee discipline. Further, nothing herein shall prejudice the rights of the Commission in the event any officer seeks judicial review of any disciplinary action taken against him.

ARTICLE XVI

POLICE ASSOCIATION REPRESENTATION

SECTION 1. (a) The Police Association shall file in writing, with the Commission, the names of the elected representatives of the Police Association. The Officers so designated shall be permitted to visit any Commission facility.

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

SECTION 2. The Commission agrees to pay Police 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, Police 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.

ARTICLE XVII

WORKING CONDITIONS

SECTION 1. The Commission and the Police Association agree to cooperate in providing measures which will continue to make employees' working conditions and surroundings pleasant. The Police 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 XVIII and the terms of this Agreement.

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

SECTION 4. Each employee shall be responsible to his immediate supervisor, or person in charge of his work assignment, except in cases of emergency.

ARTICLE XVIII

JOB DESCRIPTION

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

Senior Sergeant (20 years or more employment
with the Commission)

Sergeant

Senior Patrolman (10 years or more employment
with the Commission)

Bridge Patrolman

Full-Time Dispatchers

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

ARTICLE XIX

MUTUAL COOPERATION

SECTION 1. The Police 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 Police 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 Police 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 Police 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 Police 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 Police Association further agrees that it will immediately notify all its members that any such action is not sanctioned by the Police Association and that the Association joins with the Commission in insisting that all employees cease and desist immediately.

SECTION 8. The Police 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 Police Association and its representatives.

SECTION 9. The Police 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 XX

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

ARTICLE XXI

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 XXII

USE OF COMMISSION PROPERTY AND BULLETIN BOARDS

SECTION 1. When requested in writing, the Commission will allow the Police 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 Police Association for posting announcements and notices relating to meetings and official Police 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 Police 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 Police Association representative on each Bridge. All official notices so posted shall be signed or approved by a Commission representative.

SECTION 4. Pertinent literature relating to the department, including seminar notices, publications, articles, classes, etc. where appropriate, shall be provided to the Association upon receipt by the Commission.

ARTICLE XXIII

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 and Prescription Coverage. In addition, a \$5,000 life insurance policy shall be maintained for the employee.
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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 Medicare coverage for the employee and the employee's spouse, if applicable.

ARTICLE XXIV

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 new 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 of 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 equal or better benefits are provided and there is no loss of coverage to employees.

ARTICLE XXV

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 XXVI

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 XXVII

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 XXVIII

UNIFORMS AND DRY CLEANING ALLOWANCE

SECTION 1. The Commission agrees to provide to the employees one pair of shoes per year as well as ties for the uniforms provided to the employees and a work uniform and cap for patrolmen and sergeants.

SECTION 2. The Commission agrees to pay to the employees the following annual sums per year as and for uniform cleaning allowance:

- (a) First pay in April 1991: \$ 250.00
- (b) First pay in April 1992: \$ 275.00
- (c) First pay in April 1993: \$ 300.00

ARTICLE XXIX

TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of October 1, 1990. It shall be binding upon the Commission and the Police Association through December 31, 1993, and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least ninety (90) 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 Police Association shall meet to begin discussions and negotiations.

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.

BURLINGTON COUNTY BRIDGE
COMMISSION

By: 

J. GARFIELD DEMARCO, Chairman

Attest:


JUDITH T. SEISS, Secretary

BURLINGTON COUNTY BRIDGE
POLICE ASSOCIATION, F.O.P. LODGE
#115

By: 

EDWARD SIEMIETKOSKI, President

Attest:



WAGE SCALE

January 1, 1991 to June 30, 1991

	Academy Rate	(1)	(2)	(3)	(4)
Senior Sergeant	-	-	-	-	15.63
Sergeant	-	13.69	13.90	14.47	15.45
Senior Patrolman	-	-	-	-	14.91
Patrolman	11.89	13.04	13.29	13.85	14.78
Dispatchers	9.67	10.60	10.98	11.48	12.01

July 1, 1991 to December 31, 1991

Senior Sergeant	-	-	-	-	16.25
Sergeant	-	14.23	14.45	15.04	16.06
Senior Patrolman	-	-	-	-	15.50
Patrolman	11.89	13.56	13.82	14.40	15.37
Dispatchers	9.67	11.02	11.41	11.93	12.49

January 1, 1992 to December 31, 1992

Senior Sergeant	-	-	-	-	17.30
Sergeant	-	14.23	15.38	16.01	17.10
Senior Patrolman	-	-	-	-	16.50
Patrolman	11.89	13.56	14.71	15.33	16.36
Dispatchers	9.67	11.02	12.15	12.70	13.30

January 1, 1993 to December 31, 1993

Senior Sergeant	-	-	-	-	18.43
Sergeant	-	14.23	15.38	17.05	18.21
Senior Patrolman	-	-	-	-	17.57
Patrolman	11.89	13.56	14.71	16.32	17.42
Dispatchers	9.67	11.02	12.15	13.52	14.16

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