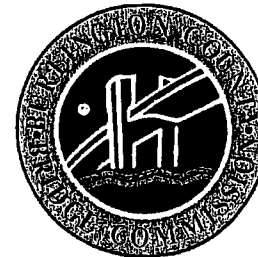


PART-TIME
TOLL DEPARTMENT
EMPLOYEES
AGREEMENT



April 1, 2006 through March 31, 2010

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AGREEMENT

Between

BURLINGTON COUNTY BRIDGE COMMISSION

And

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

(Part-Time Toll Department Employees)

April 1, 2006 through March 31, 2010

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	3
I	RECOGNITION	3
II	INTENT AND PURPOSE	3
III	HOURS OF WORK	4
IV	FULL-TIME EMPLOYMENT	4
V	WAGES AND LONGEVITY	4
VI	UNIFORM AND CLEANING ALLOWANCE	6
VII	OVERTIME MEAL ALLOWANCE AND PAYMENT IN LIEU OF BENEFITS	6
VIII	DUES CHECK OFF AND AGENCY SHOP	6
IX	GRIEVANCE PROCEDURE	7
X	DURATION	8
XI	MISCELLANEOUS	8
XII	PROBATIONARY PERIOD	8
XIII	ABSENCE-DEATH IN FAMILY	9
	WAGE SCALE	11

LOCAL 194A, IFTPE, AFL/CIO
and
BURLINGTON COUNTY BRIDGE COMMISSION

PREAMBLE

THIS AGREEMENT entered into this 1st day of April, 2006, by and between the BURLINGTON COUNTY BRIDGE COMMISSION in the County of Burlington, New Jersey, hereinafter called the "Commission", and LOCAL 194A, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Commission and the Union.

ARTICLE I
RECOGNITION

SECTION 1. The Commission recognizes the Union as the majority representative of all part-time toll employees of the Commission in accordance with and pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34A-1 et seq.) as certified by the Public Employment Relations Commission (Docket No. RO-86-94) dated June 19, 1986.

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' Retirement System under the appropriate section of N.J.S.A. 43:15A-1 et seq.

SECTION 3. Part-time employees are defined as employees who work less than either an eight (8) hour day or five (5) day week on a regular basis and excludes all regular, full-time employees of the Commission.

ARTICLE II
INTENT AND PURPOSE

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

SECTION 2. The Commission and the Union 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 Union 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 Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

**ARTICLE III
HOURS OF WORK**

SECTION 1. The Commission shall have the authority to regulate the hours of work and type of shifts affecting part-time employees.

SECTION 2. It is recognized that employees, as part-timers, have second call on work assigned with first call going to regular, full-time employees. However, part-time employees, as year 'round employees, shall have preference over college student employees, except during the period beginning May 1st and ending September 15th of each year.

SECTION 3. All part-time employees shall notify supervision, in writing, as to their availability for work and of any change in their availability for work.

SECTION 4. Except where not possible because of emergency or expediency, part-time employees will receive first offers of work prior to making such work available for college students as overtime (beyond forty (40) hours in a work week or eight (8) hours in a work day).

SECTION 5. Part-time employees will be paid at the rate of time and one-half for all hours worked in excess of eight (8) in a work day or forty (40) in a work week.

**ARTICLE IV
FULL-TIME EMPLOYMENT**

SECTION 1. Part-time toll collectors, along with full-time employees of the Commission, will be the first to be offered full-time positions when and if a vacancy in the full-time toll department is declared by the Commission.

SECTION 2. If a part-time employee is transferred to a full-time position, he/she shall be credited with one (1) year of seniority for each 2,000 hours worked in the part-time position.

**ARTICLE V
WAGES AND LONGEVITY**

SECTION 1. Employees shall be paid on the basis of a six (6) step scale based on hours worked. Current wage scales are attached hereto and are a part of this Agreement. The first step shall represent the "Probationary Rate". Employees will advance along the

wage scale on the basis of hours, attaining each higher step at the conclusion of each 1,000 hours worked.

SECTION 2. Shift differential will be \$.35 per hour for shifts starting after 12:00 noon and \$.50 per hour for shifts starting after 6:00 p.m.

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

	<u>4/1/06</u>	<u>4/1/07</u>	<u>4/1/08</u>	<u>4/1/09</u>
a. An employee with 5 to 9 years of service shall receive:	\$475	\$475	\$475	\$475
b. An employee with 10 to 14 years of service shall receive:	\$575	\$575	\$575	\$575
c. An employee with 15 to 19 years of service shall receive:	\$675	\$675	\$675	\$675
d. An employee with 20 years or more of service shall receive:	\$725	\$725	\$725	\$725
e. Longevity payments shall not be cumulative.				
f. A "year of service" for longevity purposes shall mean a calendar year of employment where the employee works a minimum of 500 hours.				

SECTION 3. Employees working on the following holidays shall be paid at the rate of double time:

Martin Luther King's Day	Labor Day	Day after Thanksgiving
Memorial Day	Veteran's Day	Christmas Day
Independence Day	Thanksgiving Day	New Years Day

For all other recognized holidays (as set out in the Toll Department Agreement) worked, employees shall be paid at the rate of one and one-half (1-1/2) times the regular straight time pay.

SECTION 4. When an employee is called in and/or scheduled for work, he/she shall be guaranteed a minimum of four (4) hours straight time pay. Scheduled meetings will be paid at two (2) hours straight time pay.

SECTION 5. An employee who has worked more than 1,000 hours in a calendar year shall receive a paid personal day to be used in the following year.

ARTICLE VI UNIFORM AND CLEANING ALLOWANCE

SECTION 1. The Commission shall provide each employee required to wear a uniform with an adequate supply of uniforms as determined by the Commission.

SECTION 2. The Commission shall provide each employee, who works a minimum of 420 hours, with one (1) pair of shoes, annually, consistent with the colors of the uniforms, and employees shall be required to wear such shoes while on duty, unless medically prevented from doing so.

SECTION 3. Effective 4/1/96 the Commission continues to pay the employees the sum of \$80.00 for each 420 hours worked in a calendar year for a cleaning allowance.

ARTICLE VII OVERTIME MEAL ALLOWANCE AND PAYMENT IN LIEU OF BENEFITS

SECTION 1. MEAL ALLOWANCE. When an employee works twelve (12) or more consecutive hours, of which at least four (4) hours are in addition to the hours that were scheduled at the start of his/her working hours, he/she will be paid a meal allowance. For every five (5) continuous hours worked thereafter, he/she will be paid a meal allowance. The meal allowance shall be \$13.00.

SECTION 2. MILEAGE. When an employee is scheduled to work at one Commission facility and reports to work at the Commission facility at which he or she has been scheduled, but is instead directed to report to a different Commission facility, then the employee shall be paid for mileage between the two facilities, at the then-prevailing maximum nontaxable IRS rate for mileage (if the employee submits the expected paperwork for reimbursement). Likewise, when an employee is required to take a Commission-mandated physical off-site, then the employee shall be paid for mileage to take such physical, at the then-prevailing maximum nontaxable rate for mileage (if employee submits the expected paperwork for reimbursement).

ARTICLE VIII DUES CHECK OFF AND AGENCY SHOP

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

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

SECTION 3. The Union agrees to certify to the Commission, in writing, any change in the rate and terms of deductions of the Union, signed by the Secretary-Treasurer. Such change shall become effective with the first paycheck of the month next following the date of receipt by the Commission.

SECTION 4. The Commission agrees to deduct a fair share fee of 85% of dues from the earnings of those employees who either elect not to become a member of the Union or withdraw from the Union and transmit the fee to the Union.

ARTICLE IX GRIEVANCE PROCEDURE

SECTION 1. Each employee shall have the right to file a grievance through the Union representative and with the assistance of the Union.

Step 1. A grievance shall first be discussed with the appropriate supervisor at the respective bridges within ten (10) days of the occurrence. Every effort shall be made to resolve this problem informally at this level. If required, the supervisor shall make whatever investigation is necessary and shall provide an oral answer to the employee and the Union within two (2) working days after the date of the discussion.

Step 2. If the employee is dissatisfied with this decision, the grievance may be submitted, in writing, to the Toll Supervisor or the Department Head, within three (3) working days after receipt of the response at Step 1. The grievant shall stipulate the specific nature of the complaint, the result of the previous step and the basis for the dissatisfaction with the first step answer. The management person shall render a decision within five (5) working days after submission of the grievance.

Step 3. If the employee is still not satisfied, he/she may proceed to submit the problem to the Executive Director by sending a copy of the original grievance and the written answer received at Step 2. The Executive Director or his/her designee shall hold a meeting with the employee and his/her representative, and the Executive Director shall render a decision in writing within ten (10) working days after the meeting. This shall be the final step of the grievance procedure.

SECTION 2. Employees may be disciplined and/or discharged for just cause.

SECTION 3. Whenever the words "day," "days," or "working days" are used, weekends and holidays are excluded.

**ARTICLE X
DURATION**

SECTION 1. This Agreement shall be effective as of April 1, 2006. It shall be binding on the Commission and the Union through March 31, 2010 and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least 120 days prior to the expiration of the term, or any extended term, of this 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 Union shall meet to begin discussions and negotiations.

SECTION 3. Either party to this Agreement may, during the term of this Agreement, request to meet and discuss additions and/or deletions from the Agreement except, however, that neither party is required to agree to any change.

**ARTICLE XI
MISCELLANEOUS**

SECTION 1. A copy of this Agreement shall be provided to each member of the unit at the time of its execution and to each new employee covered under the Agreement at the time of said employee's hire.

SECTION 2. Any problems or difficulties as to the application of the terms of this Agreement between the Commission and the Union shall be resolved by a meeting between the parties at which time an effort will be made to resolve any misunderstanding or misinterpretation. Such meeting will take place not more than ten (10) days following such a request from either party to the other.

**ARTICLE XII
PROBATIONARY PERIOD**

SECTION 1. A new employee shall be considered a probationary employee during the first six (6) months of his/her employment, providing he/she has worked a minimum of 600 hours. If the 600-hour requirement is not met, probation will be extended until 600 hours of work is complete. Any such probationary employee may be terminated or laid off at any time at the discretion of the Executive Director, or the Executive Director's designee and no appeal or review shall be permitted.

**ARTICLE XIII
ABSENCE - DEATH IN FAMILY**

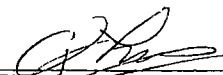
SECTION 1. In the event of a death in the immediate family of a regular employee of the Commission, as many as two (2) working days, with pay, from time of death to the time of the funeral, will be granted for when it is necessary for the employee to have free time to devote to making necessary arrangements for the funeral of the deceased. Extensions will be considered on an as-needed basis, not to be unreasonably withheld. By immediate family is meant, wife, husband, mother, father, daughter, son, sister and brother.

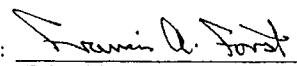
SECTION 2. One (1) day off with pay from time of death to the time of the funeral, will be allowed if the employee is attending the funeral of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild.

SECTION 3. No employee shall receive a paid day for a day on which he or she was not scheduled to work. Pay shall be limited to the hours in a given day the employee was scheduled to work.


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 (PART-TIME EMPLOYEES)

By: 
GUIDO LORE
President

By: 
FRANCIS A. FORST

BURLINGTON COUNTY
BRIDGE COMMISSION

By: 
J. GARFIELD DeMARCO
Chairman


JUDITH T. SEISS
Secretary-Treasurer

WAGE SCALE

April 1, 2006

<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>	<u>Step (4)</u>	<u>Step (5)</u>	<u>Step (6)</u>
\$12.48	\$13.45	\$14.38	\$15.35	\$16.31	\$17.46

April 1, 2007

<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>	<u>Step (4)</u>	<u>Step (5)</u>	<u>Step (6)</u>
\$12.98	\$13.99	\$14.96	\$15.96	\$16.96	\$18.16

April 1, 2008

<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>	<u>Step (4)</u>	<u>Step (5)</u>	<u>Step (6)</u>
\$13.50	\$14.54	\$15.56	\$16.60	\$17.64	\$18.89

April 1, 2009

<u>Step (1)</u>	<u>Step (2)</u>	<u>Step (3)</u>	<u>Step (4)</u>	<u>Step (5)</u>	<u>Step (6)</u>
\$14.04	\$15.13	\$16.18	\$17.27	\$18.34	\$19.64

Employees shall move to the next step on the wage scale upon completion of 1,000 hours of work at each step.

Effective April 1, 2006, the hourly rate of pay shall increase four (4%). Effective April 1, 2007, the hourly rate of pay shall increase four percent (4%). Effective April 1, 2008, the hourly rate of pay shall increase four percent (4%). Effective April 1, 2009, the hourly rate of pay shall increase four percent (4%).

Employees shall receive a one-time bonus for ratification after the signing of this Agreement, in the amount of \$250.00.