

AGREEMENT

Between:

CAPE MAY COUNTY BRIDGE COMMISSION

-and-

LOCAL #196, CHAPTER 6

INTERNATIONAL FEDERATION OF PROFESSIONAL

AND TECHNICAL ENGINEERS, AFL-CIO

May 1, 2004 to April 30, 2007

Execution Draft - 11/2/05

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THIS AGREEMENT, made and entered into as of May 1, 2004, and effective until MIDNIGHT, April 30, 2004, is between the CAPE MAY COUNTY BRIDGE COMMISSION, a body corporate and politic of the State of New Jersey, hereinafter referred to as the "COMMISSION", and LOCAL 196, CHAPTER 6, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter referred to as the "UNION";

ARTICLE I

RECOGNITION AND AGENCY SHOP

Section 1. Recognition

The Commission agrees to recognize the Union as the sole bargaining agent, pursuant to New Jersey P.L. Chapter 303 updated to 1975, of all employees of the Commission, excluding executive staff members.

Section 2. Agency Shop

In accordance with N.J.S.A. 34:13A-5.5, each employee covered by this agreement, as a condition of employment, shall be required to pay a "fair share" fee equal to eighty-five (85%) per-cent of the normal dues and initiation fee of Local #196, I.F.P.T.E., AFL-CIO, unless such employee is a member of the Union.

Fees deducted from such employees' weekly/bi-weekly salaries shall be transmitted to Local #196, I.F.P.T.E., AFL-CIO, in the same manner as regular dues and shall equal

85% of the 1% normal dues and 85% of the initiation fee charged by Local #196, less the cost of benefits financed through the dues, fees and assessments and available to and benefitting only its members, but in no

event shall such fee exceed 85% of the regular membership dues, fees and assessments. The Union agrees to comply with all provisions of N.J.S.A. 34:13A-5.5 which authorizes this Agency Shop deduction. This Section shall serve to reaffirm the memorandum signed by the Cape May County Bridge Commission and Local 196, Chapter 6, I.F.P.T.E. executed on June 11, 1980, and effective as of July 1, 1980. This Section shall remain in full force through the term of this Agreement.

ARTICLE II

TERM

Section 1. This agreement is to be effective until midnight, April 30, 2007.

ARTICLE III

NO DISCRIMINATION

Section 1. The provisions of this agreement shall be applied to all employees covered hereby without discrimination based on sex, age, race, color, creed, national origin, Union activity or handicap.

Section 2. In all references herein to the use of any particular masculine or feminine gender, it is intended to include the appropriate gender as the text of the within agreement may require.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Work Week

(A) Toll Collectors

The normal guaranteed work schedule for regular full-time toll collectors shall be five (5) eight (8) hour days including the lunch period, inclusive, with three (3) days off, except for the No. 5 man, who shall work four (4) eight hour days, including lunch periods, inclusive, with four (4) days off. All full-time Toll Collectors working at the Grassy Sound, Townsend's Inlet and Corson's Inlet bridges may be scheduled eight (8) to ten (10) hours per day, four (4) days on and four (4) days off, including lunch periods.

In the event a toll plaza or a shift at a toll plaza is operated for a period of ten (10) months or less per year, the Commission may assign seasonal and part-time employees to such toll plaza in place of regular full-time toll collectors. It is recognized by the parties that this shall result in substantial savings for the employer and as such during the term of this Agreement there will be no additional co-payments required of any employee for the health benefits provided to employees and all health benefits shall be substantially similar as to those currently provided.

(B) All Other Employees

The normal guaranteed work week for all other regular full-time employees, except Toll Collectors, shall be Monday through Friday, inclusive, and shall consist of five (5) eight (8) hour days, including lunch periods.

Upon the mutual agreement of the Employer and Employee, office employees may work a

flexible weekly schedule of five (5) eight hour days or four (4) ten hour days, for a total of forty (40) hours per week. The flexible work days shall include a one (1) hour paid daily lunch period. Once established, the Employer reserves the right to discontinue the four day schedule at any time. An employee working flex hours will not be entitled to overtime compensation until they have exceeded 40 hours work per week.

(C) Switching Policy

Upon notification and approval of the, Group Leader, Executive Director or his designee switching of shifts and work days will be permitted on the following basis:

1. All requests for switching must be in advance. This advance notice must include the complete switch for both employees. Management will attempt to accommodate all reasonable requests but it reserves the right to reject any switching request.
2. Permanent toll collectors are permitted to switch shifts and work days with other permanent toll collectors provided that both employees are qualified to work at the specific locations.
3. Permanent toll collectors are permitted to switch shifts with part-time/seasonal toll collectors as long as the complete switch is within the payroll period.
4. Part-time/seasonal toll collectors are permitted to switch shifts with other part-time/seasonal toll collectors. The part-time/seasonal toll collectors will be paid for the days they actually work. All requests for switching for part

time/seasonal toll collectors must be in writing at least two days in advance.

The following limitations of switching pertains to all employees.

1. Switching is limited between two employees.
2. No employee can switch if their work week will exceed 40 hours.
3. No employee can switch off of an overtime shift or a holiday shift.
4. An employee who has switched off of a scheduled shift shall be removed from the overtime rotation list for that day.

Employee time cards must match their scheduled shift. The Commission reserves the right to withhold hours or days of pay if there is habitual discrepancies or failing to properly record working hours as prescribed by Commission rules.

Section 2. Overtime

(A) Toll Collectors

Toll Collectors shall be compensated at the rate of one and one-half times the straight time rate for all hours worked in excess of eight (8) hours per day or in excess of their normally scheduled work week, and shall be paid at the overtime rate of double-time for all continual hours worked in excess of the first eight (8) hours of overtime. In the event a Toll Collector has been scheduled to work ten (10) hour shifts at Grassy Sound, Townsend's Inlet or Corson's Inlet,

then in such event, the Toll Collector shall be compensated at the rate of one and one-half times the straight time rate for all hours worked in excess of ten (10) hours per day or in excess of their normally scheduled work week, and shall be paid at the overtime rate of double-time for all continual hours worked in excess of the first ten (10) hours of overtime. Whenever a full time toll collector replaces a part time/seasonal employee, they will not be entitled to double-time compensation until they have exceeded 10 hours of work per day.

A part-time employee that is filling in or working on the days off between running a permanent shift shall be entitled to overtime after working thirty-two (32) hours in a work week.

Part time/seasonal employees may be scheduled to work up to 40 hours per week without overtime compensation regardless of the hours worked per day. However, the employer agrees not to schedule anyone more than 10 hours per day at a straight time rate.

Whenever a toll collector is working on the Corson's Inlet, Townsend's Inlet or Grassy Sound Bridge and no relief help is provided on the morning shift, the toll collector will be compensated by payment of an additional one-half hour at the employee's base rate of pay. Additionally, from July 1st through September 15th, whenever a toll collector is working on these three middle bridges and no relief help is provided on the afternoon shift, the toll collector will be compensated by payment of an additional one-half hour at the employee's base rate of

pay.

Whenever a toll collector is working on the Middle Thoroughfare or Ocean City/Longport Bridge and no relief help is provided on the morning or afternoon shift, the toll collector will be compensated by payment of an additional one-half hour at the employee's base rate of pay.

(B) All Other Employees

All other employees, except Toll Collectors, shall be compensated at the rate of one and one-half times the straight time rate for all hours worked in excess of eight (8) hours per day or in excess of their normal work week, and shall be paid at the overtime rate of double-time for all continual hours worked in excess of the first eight (8) hours of overtime.

Whenever any full time employee replaces a part time/seasonal employee, they will not be entitled to double-time compensation until they have exceeded 10 hours of work per day.

Part time/seasonal employees may be scheduled to work up to 40 hours per week without overtime compensation regardless of the hours worked per day. However, the employer agrees not to schedule anyone more than 10 hours per day at a straight time rate.

(C) Employee Overtime and Notification

When because of illness or other cause a Toll Collector or Bridge Tender cannot report for duty, it shall be the responsibility of the employee to notify the Toll House Group Leader or the Executive Director, or his/her designee, so that a replacement can be obtained. In the event the employee cannot reach the Toll House Group Leader or the Executive Director, or his/her designee, then the employee shall notify the Toll Collector or Bridge Tender on the bridge on which he/she works. The Toll Collector or Bridge

Tender shall obtain a replacement from the ranks of the full-time toll personnel in accordance with subparagraph (D) below entitled, "Overtime Equalization". The Toll Collector or Bridge Tender shall then notify the Executive Director or his/her designee of the names of the absent and replacement employees and the name of any employee who has refused to work. This shall be accomplished, if possible, prior to the employee's scheduled starting time.

When, because of illness or other cause, any other employee cannot report for duty, the employee shall notify, in this order, the Executive Director or his/her designee. If they cannot be notified, it shall be the responsibility of the employee to notify the office during the next work day.

(D) Overtime Equalization

Overtime work shall be divided equally and equitably amongst all employees within the job title in which the overtime exists, excepting however, that in the Toll Collector's job title overtime shall be distributed in that manner on each specific bridge. Overtime shall be divided as follows:

1st--To the permanent employee within the department and job title involved who has the least amount of overtime worked or charged. Initially, at the start of each given year, overtime shall be offered first on a seniority basis and thereafter according to the first sentence above written.

2nd--In the case of Toll Collectors, should all refuse overtime on any given bridge, then the overtime shall be offered to the permanent Toll Collector(s) with the least amount of overtime worked or charged amongst the other bridges, providing they are qualified to do the available overtime work.

3rd--If a situation arises whereby all employees within a given job title refuse overtime, then, in that event, overtime shall be offered to the employee(s) within another job title who have the least amount

of overtime worked or charged providing they are qualified to do the available overtime work.

4th--Employees who are not permanent (full-time) shall not be offered overtime unless all permanent and qualified employees have refused such overtime, or unless such work is in connection with the completion of a started project at the end of a scheduled shift.

The Commission agrees to keep a daily, up-to-date rotation list of overtime worked and charged posted at each work location. Refusals to work overtime shall be charged as overtime worked on the rotation lists. Should an error be made, the by-passed employee shall be offered the next available overtime. In the event of an emergency, the Toll Collector or Bridge Tender in charge shall use his/her best discretion as to calling the most readily available employee in conjunction with calling his/her immediate Supervisor.

In the event that an employee cannot report to work due to emergency weather conditions, he/she shall be paid for the days using either sick days, vacation days, personal days or compensatory time.

In the event that a permanent employee is expected to be absent from work for thirty (30) work days or more because of illness, workers compensation, or leave of absence, other qualified employees, based on their seniority, with a schedule of working hours less than the absent employee may request to work that position until the employee returns.

Section 3. Call-Out Pay

When full-time employees are called out from an off-duty day or from between work shifts for special work, they shall be guaranteed a minimum of four (4) hours work, at the overtime rate of time and

one-half (1-1/2).

When part-time/seasonal employees are called out from an off-duty day or from between work shifts for special work, they shall be guaranteed a minimum of four (4) hours work, at the straight time rate of pay.

Section 4. Compensatory Time

Employees may elect to receive compensatory time off in lieu of overtime pay (or call-out pay) at the scheduled rate of time and one-half the number of overtime hours worked at that rate, and double-time for the number of overtime hours worked at that rate. If any employee elects to take compensatory time off in lieu of overtime (or call-out pay), it shall normally be taken in full day increments. In special circumstances, compensatory time may be permitted in four (4) hour increments with the approval of the Executive Director or his designee. No compensatory time may be taken during the period of time from May 1 through Labor Day of each year, except in special circumstances agreed to by the Employer. Compensatory time must be used by May 1 of the year following the year in which it was earned, except in special circumstances agreed to by the Employer. Compensatory time cannot be used on a holiday unless it is taken in a minimum of a four (4) day increment.

Section 5. Seasonal Employees

- (a) In no event shall a seasonal or part-time yearly employee replace a regular full-time employee on a permanent basis other than by posting and bidding. No permanent employee shall replace a seasonal/part-time employee for overtime unless no other seasonal/part-time employees are available to

work at straight time.

- (b) In the event a full-time employee is absent for two (2) days or less, such absence shall be filled on an overtime basis by another full-time employee from the overtime rotation list. Absences of full time employees for three (3) consecutive work days or more may be filled by part-time/seasonal employees from their work rotation list. Except in the cases of approved switching, whenever a part-time/seasonal employee replaces a full-time employee and is running the shift, he/she shall be paid at the sixth step of the Part-Time and Seasonal Toll Collector Guide or his/her part-time/seasonal rate, whichever is higher. In the cases of approved switching, a part-time/seasonal employee shall be paid his/her normal part-time/seasonal rate.

Absences of full time employees without sick days may be replaced by a part-time/seasonal employee.

ARTICLE V

SENIORITY

Section 1. Regular Full-Time Employees

- (a) Seniority shall be from the Commission's date of appointment to a full-time position.
- (b) For promotion, seniority is defined as an employee's full-time length of service. On transfers from toll plaza to toll plaza, such employee will lose his seniority rights for the purpose of selection of vacation and future transfers back to the department the employee left for a period of two (2) years from date of transfer. In the event of involuntary transfer the affected employee shall have the first right of refusal for an opening at their former position (based upon seniority).
- (c) Regular full-time employees will be credited with a full year of service.
- (d) Regular appointed full-time employees have seniority rights over seasonal and part-time yearly employees.
- (e) Original date of service with the Commission will apply to longevity pay or return to seasonal or part-time yearly employment.

Section 2. Seasonal and Part-Time Yearly Employees

- (a) Seniority for Seasonal and Part-time Employees shall be defined as an employee's original date of employment.

A Seasonal Employee is defined as an employee who maximally works from May 1 through October 31 of each year with no more than ten days worked throughout the rest of the year.

Part-time employees are employees who are capable of working from May 1 through October 31 each year plus are willing and available to work throughout the rest of the year.

The Commission will assign Part-time employees to work available hours based upon their performance, work availability, and attendance record. The Union and the Commission shall create a list of part-time personnel who are willing to work fill-in replacement time at any Commission location. The Commission must exhaust the list for fill-in replacement time opportunities before resorting to all other part time personnel who have limited their availability to certain locations. This clause shall apply to overtime, vacation fill-in and other fill-in hours. Each employee on the list shall be expected to work two (2) bridges North and/or two (2) bridges South of their regularly assigned location. Repeated failure to work a requested assignment may result in removal from the list. Except for bona fide illness or other legitimate reason, any part-time employee who turns down available work while collecting unemployment will be reclassified as a "Seasonal Employee". Any employee may appeal being reclassified by submitting a written statement to the Commission within 10 days specifying the reason that he/she turned down the work. All appeals will be decided by the

Commission but shall be subject to the grievance procedure where the Commission's determination may be reversed if it was arbitrary and unreasonable.

After a one-year period, an employee who has been re-classified as a Seasonal Employee may elect to return to Part-Time status.

Part-time employees have seniority rights over Seasonal employees for purposes of bidding permanent positions.

- (b) All new employees shall be on probation for a period of sixty (60) working days and upon successful completion of the probation period the employee becomes a regular employee and his seniority will date back to his original date of employment.
- (c) Regardless of the amount of time worked, seasonal employees will be offered continued seasonal employment with the Commission after April 1st each year based on their personnel record of the preceding year, including their (a) skill (b) ability (c) fitness (d) past discipline record (e) past attendance record and (f) willingness to work when called. The evaluation of the factors outlined above shall be made by the Commission and shall not be subject to review.
- (d) Regardless of the amount of time worked, part time employees will be offered continued part time employment

with the Commission after April 1st each year based on their personnel record of the preceding year, including their (a) skill (b) seniority (c) fitness (d) past discipline record (e) past attendance record and (f) willingness to work when called. The evaluation of the factors outlined above shall be made by the Commission. Should the Commission determine, after its evaluation of the factors outlined above, that a part time employee should not be offered continuous employment, the Commission agrees to meet with the Union in order for the Union to present any facts which it believes the Commission should consider in reaching its decision. If the Commission finally determines that a part time employee shall not be offered continued part time employment, the employee shall have the right to appeal the Commission's decision to Arbitration through the New Jersey Public Employment Relations Commission, the cost of which shall be borne equally by the parties. The Arbitrator shall be limited to a determination as to whether the Commission's decision was arbitrary and unreasonable or misapplied the above criteria. Unless the Commission's decision is determined to be arbitrary and unreasonable, the Commission's decision shall not be

overruled.

ARTICLE VI

PROMOTIONS AND TRANSFERS

Section 1. Promotions and Transfers shall be adhered to in the following manner: The available or vacated positions shall be posted for seven (7) calendar days for full-time employees and fourteen (14) calendar days for seasonal and part-time yearly employees. Employees requesting promotion or transfer shall be promoted or transferred to vacancies within the bargaining unit in accordance with (a) seniority, (b) skill, and (c) ability. In determining skill and ability, the employer shall consider the employee's performance and personnel file. When skill and ability are relatively equal as between two (2) or more employees, seniority shall prevail. If two or more employees are hired on the same day and their skill and ability are equal, the employee's attendance record, performance level, and personnel file shall determine who is awarded the position. The selected employee shall be given a probationary period of four (4) work weeks in the new position, with proper training and orientation. If such employee does not successfully complete the probationary period, the employee shall return to his/her prior job. If employees, in the bargaining unit, with seniority, do not bid in the allotted time, then new employees will be considered.

- (a) Seasonal and Part-time employees (top three in seniority) who are not working in the quarter, during the posting period, shall be notified by the Commission of the vacant

position opening. Such notice shall be given to such employees, by letter, within two (2) days of the date the position was posted. Interested employees shall mail back their bid within the next twelve (12) days to the Commission. If after 14 days, the job is still vacant, then such letters will be sent to the next top three (3) in seniority and so on until the job is filled.

- (b) Full Time employee's bids, for either promotion or transfer, shall take precedent over those of Part-time or Seasonal employees.
- (c) Whenever a permanent part time employee has worked within a specific job title for a period of two years or more and the Commission determines that the demand for hours have increased for that position, the employee may be automatically elevated to a full time position without the need for posting or bidding. In the case of a toll collector, the new full time position will be posted and bid and the part time employee will be offered the remaining vacant full time position.

Section 2. Absent employees may have their names added to the bid postings by proxy. If selected as a result of the bid posting and able to return to work within one (1) month after the position becomes physically available, then the absent employee shall be awarded the

position in accordance with Section 1 above.

Section 3. All employees who are awarded permanent positions must be residents of Cape May County and must maintain their residency in Cape May County. In the event an employee terminates his/her residency in Cape May County, he/she shall forfeit his/her employment with the Commission except for employees with twenty (20) years of service or more with the Commission.

Section 4. The Commission will have the ability to assign employees to the County on a voluntary basis (voluntary for both the employee and the employer), and said appointments shall be at the sole discretion of the director, and not subject to any posting or bidding process. The employee transferring shall make no less than the salary and benefits they had at departure from the Commission. This provision is done under the authority of the Interlocal Service Agreement between the Cape May Bridge County Commission and the County, as such said employee will remain an employee of the Commission deriving all benefits and pay from the Commission, pursuant to the Bridge Commission and Local 196 agreement, as such said employee will continue to be affected and covered by that collective bargaining agreement.

Section 5. In the event an employee is transferred from an administrative office position and assigned to the toll collector position, the employee shall be paid at the toll collector's rate at the Step on the Wage Guide equivalent to the employee's years of seniority with the Commission.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Any employee or group of employees may raise grievances with their Steward. Grievances shall be presented in writing within fifteen (15) working days after the occurrence or within fifteen (15) working days of when grievant reasonably could have been aware of its occurrence. A copy shall be forthwith filed with the Executive Director. Failure to file the grievance in writing with the Executive Director within such time period shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance. The grievance shall then proceed as follows:

- (1) A meeting will be held among the Union Officers, Steward, the grievant (if he/she so desires) and the Executive Director, within three (3) working days, to discuss the grievance. If the grievance is not settled at this time, then the Executive Director shall render a written decision within three (3) working days of the meeting. If the grievance has not been resolved, it shall then proceed as follows:
- (2) The grievance may then be presented to the Chairman or his/her designee within five (5) working days following receipt by the employee and Union of the written determination of the Executive Director. The Chairman or his/her designee shall meet with the Union Officials within three (3) working days following presentation of the grievance to him/her. If the grievance is not settled at this time, then the Chairman or his/her designee shall render a written decision within three (3) working days of this meeting. If the decision rendered by

the Chairman or his/her designee is not agreeable with the Union, then both parties may proceed with arbitration as provided for below.

- (3) All grievances and disciplinary action matters may be appealed to an Arbitrator. The Arbitrator shall be appointed through procedures established by the Public Employment Relations Commission, upon request of either party. The award of an Arbitrator upon any grievance subject to Arbitration as herein provided, shall be final and binding upon all parties to this Agreement, provided that no Arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way, alter the provisions of this Agreement. Cost of arbitration shall be shared equally by both parties.

Section 2. The grievant shall have the right to appear at the hearings. The Union Officials shall present evidence and any witnesses on behalf of the grievant and shall have access to all records pertaining to said grievance. Further, the Union Officials may examine and cross-examine all witnesses on behalf of the grievant.

Section 3. All grievance hearings and arbitrations will be held during working hours at the Bridge Commission office, at which time no employee shall lose pay for attendance at same.

ARTICLE VIII

DISCIPLINARY ACTION

Section 1. The members of the Commission or the Executive Director shall have the right to discipline or discharge an employee. No employee may be disciplined or discharged except for just cause. The Commission shall have the right to issue a verbal warning, written reprimand, or suspend an employee up to three (3) days without a hearing, but the employee has the right to request a hearing. No employee shall be subject to more substantial discipline or discharge until after a hearing and determination of the facts. In the event of an alleged serious offense, where the Commission determines that discharge is in order, the employee may be discharged prior to the hearing. However, in the event of discharge, the hearing shall be held within three (3) working days.

Section 2. The employee and the Union will be served with a notice of hearing which shall include the specific charge and details and the name of the plaintiff together with the date of the hearing. Such notification shall be by certified mail addressed to the employee, the Union Chapter President, and the Union Business Agent. The hearing shall be scheduled no sooner than five (5) working days after receipt of the certified letter, but in no case later than ten (10) working days after such receipt, unless the parties agree otherwise. These hearings will be held at the Bridge Commission office and all parties in attendance shall be paid by the Bridge Commission. The hearings shall be conducted by the Executive Director who shall listen to the testimony and render a decision verbally at the close of the hearing. Such decision will be confirmed in writing to the employee and the Union within three (3) days of the close of the hearing. If the employee disputes the decision of the Executive Director, the employee may grieve the matter beginning at Step (2) of

the Grievance Procedure. Thereafter, if not resolved, the matter may be submitted to Arbitration.

Section 3. Depending upon the magnitude of the offense, the following disciplinary actions may be imposed: a verbal warning, or a written warning, or a one-day suspension, or a three-day suspension, or a one-week suspension, or a two-week suspension, or a dismissal, unless the parties agree to a lesser penalty than dismissal. Suspension shall mean days off with no salary, provided, however, that a suspended employee shall work the days suspended without pay and be compensated for such days by using any accrued vacation time unless the employer directs the employee not to work. In the event the suspended employee does not have any accrued vacation time available, then in such event the suspended employee may be compensated by using any approved sick leave. If the suspended employee does not have either accrued vacation or sick leave, or refuses to work the suspended day or days, then in such event the employer shall have the right to replace the suspended employee with a substitute who is available and willing to work at straight time, without regard to the seniority of such employees.

ARTICLE IX

BENEFITS

Section 1. Existing Benefits

The Commission agrees to maintain existing benefit programs, without diminution, except as they may be improved from time-to-time and agreed to by the Union.

Section 2. Holidays

All Toll Collectors or Bridge Tenders shall be paid for the following unworked holidays providing said holiday occurs while they are currently employed:

New Year's Day	Labor Day
Dr. Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Prior to January 31 of each year, the Union and the Employer will mutually agree on the specific dates to celebrate Lincoln's Birthday and President's Day. If no agreement is reached, the celebrated days shall be as established by the calendar.

- (a) Office personnel shall receive the day off when an above holiday falls during a normal work week. Holidays falling on Sunday shall be observed on a Monday and holidays falling on a Saturday shall be observed on the preceding Friday. Office

personnel shall be given one day off as a personal day instead of Easter Sunday.

- (b) Toll Collectors required to work on a holiday shall receive an additional one and one-half (1-1/2) day's pay. An employee scheduled off duty on a holiday who is called in on such holiday shall be entitled to double time plus holiday pay.
- (c) To qualify for working holiday pay on Memorial Day, July 4th, and Labor Day, an employee must work his or her entire scheduled work week containing the holiday unless a sick day is verified by a doctor's certificate.

An employee who fails to work a scheduled holiday will not receive any holiday pay unless on vacation, using compensatory time in a minimum of a four (4) day increment, or a sick day which is verified by a doctor's certificate.

- (d) If the Commission chooses to close any of its bridges for any holiday, the employees scheduled to work that day will be given the day off and will be paid a non working holiday.
- (e) Except for the holidays of Memorial Day and Labor Day, for a part time/seasonal employee to qualify for a non working holiday, he/she must work a minimum of 32 hours before and after the holiday with no more than 32 hours of being off in between the shifts. For Memorial Day and Labor Day employees will be entitled to a non working holiday if they work the

Friday, Saturday and Sunday preceding the holiday.

Section 3. Vacation

Full-time employees shall be entitled to vacations on the following schedule:

<u>Length of Service</u>	<u>Paid Vacation Days</u>
Up to one (1) year	One (1) day for each month of service, not to exceed two (2) normal work periods
One (1) year but less than 4	Two (2) normal work periods
Four (4) years but less than 11	Three (3) normal work periods
Eleven (11) years but less than 20	Four (4) normal work periods
Twenty (20) years and over	Five (5) normal work periods

Seasonal and part-time yearly employees shall receive vacation days after working sixty (60) weeks, said vacation days to be calculated as follows:

Part time/seasonal employees who are available to work from May 1st through September 30th shall receive six (6) vacation days.

Part time/seasonal employees who are only available to work from July 1st through the day after Labor Day shall receive three (3) vacation days.

Said vacation days can be used as paid days off, accumulated for a two year period, or may be cashed-in at 100% of the daily rate of which

they were earned, after September 30th each year.

Part time employees working throughout the rest of the year (October 1st through April 30th) shall earn sick hours based on the following schedule.

Employees working 70 hours per month

but less than 90 hours. / 4 hrs. sick time per month.

Employees working at least 90 hours per month

but less than 110 hrs. / 6 hrs. sick time per month.

Employees working over 110 hrs. / 8 hrs. sick time per month.

The accrual and payment of unused sick days will follow the same provision as permanent employees.

(a) Selection of vacation preference shall be by seniority.

(b) Vacation time shall be computed on the basis of each employee's full-time employment anniversary date, but, effective May 1, 1987, with Part-Time/Seasonal credit carried over when such employee becomes full-time. However, no Part-time/Seasonal employee going to full-time status can gain more vacation allowance than any existing full-time permanent employee.

Seasonal and Part-time Credit for Vacation purposes shall be determined as follows:

Part-Time Employees - nine (9) months credit for each year of seniority.

Seasonal Employees - six (6) months credit for each year of seniority.

(c) Vacation for all employees shall be from the day after Labor Day through April 30th. All vacation requests shall be subject to the prior approval of the Commission. The Commission reserves the right to deny any vacation requests in the event that they are unable to find a qualified replacement. When possible, between May 1 and June 30, the Employer may grant vacation on a Seniority/Rotation basis. The rotation will be continuous from year to year. Employees shall normally be expected to take their vacations in one (1) week intervals, however, Employees may elect, at their option and with the Employers approval, to take their vacation time off in one (1) day increments provided that any needed replacements are available at straight time.

Employees shall be guaranteed sufficient time for vacation. Vacation may accrue for a period not to exceed two (2) years. Any vacation or accrued vacation not used within the two-year period shall be forfeited by the employee. Any employee with three (3) years of service with the Commission may cash-in one (1) work week of vacation time per calendar year at the rate of one hundred (100%) percent of his vacation pay.

Employees who accumulate 10 sick days from the previous year (as of

the signing date of this agreement) may cash in an additional week of vacation. Employees who have not accumulated ten sick days from the previous year may also cash in an additional week of vacation, however the money must be deposited into the deferred comp bank as one time deposit. Fifteen (15) days prior notice must be given by the employee of his/her request for cash-in.

- (d) Employees will receive their vacation pay in advance, provided one-week notice is given to the Commission. Employees will have their accumulated vacation days stipulated on their paychecks quarterly.
- (e) All vacations must be exhausted before resignation or retirement from the Commission.

Section 4. Jury Duty, Court Appearances, Union Meetings

The Commission will pay employees full salary while serving on jury duty, without reimbursement of jury fees.

- (a) The Commission will also pay employees full salaries, if on Commission business, while answering a subpoena to be a witness or to appear as a plaintiff or complainant. Employees will not be paid for time spent away from work if they have to appear as a defendant who is found guilty. Employees will be paid for lost time due to appearance in Workmen's Compensation Court, limited to one day per case.
- (b) The Commission agrees to release from work assignments, with

pay, four (4) Chapter 6 officers, which include the President, Vice President, Secretary/Treasurer and Sergeant-at-arms (or other official selected by the President), for the purpose of attending international, state, local or Chapter 6 Union activities, limited to not more than four (4) employees at a time and not more than twenty-five (25) days for the group in a calendar year. A delegate selected by the local membership shall be permitted to attend international and state conventions or such special meetings, with pay, upon a reasonable absence request of the local union and approval by the Commission. The Commission shall have the right to use full-time employees who are eligible and who are willing to work at straight time to fill in for those employees who are attending Union functions or serving on jury duty. In the event that there are no full-time employees who are eligible or willing to work at straight time, then the Commission can use Part Time/Seasonal employees.

Section 5. Hospital, Surgical, Medical - Major Medical, Life Insurance and Dental Plan for Regular Full-Time Employees

The Commission shall retain the present Hospital, Surgical, Medical Insurance (Blue Cross and Blue Shield, including Rider "J"), together with Major Medical and a Life Insurance policy for Three Thousand

(\$3,000.00) Dollars for employees under the age of 65 years, and a policy of One Thousand Five Hundred (\$1,500.00) Dollars for employees over 65 years, all of which shall be at no cost to the employees, if allowed by law. All full-time employees not in PERS shall have a life insurance policy of Five Thousand (\$5,000.00) Dollars for employees under the age of 65 years, and a policy of Twenty-Five Hundred (\$2,500.00) Dollars for employees over 65 years, at no cost to the employees, if allowed by law. The Commission may investigate other hospital, surgical and medical plans, and may choose another plan, providing that the benefits and procedures under the new plan, including but not limited to co-pays, deductibles and terms are substantially equivalent.

The Commission will provide for a dental plan as follows: All regular full-time employees and their families shall be covered by the Delta Dental Service Plan as agreed upon between the Commission and the Union. The Commission shall assume all costs relating thereto and shall pay all premiums due as required by the contract with the Delta Dental Service Plan, Inc., to provide the Delta Dental Preferred Provider Option Dental Plan.

Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of One Thousand Five Hundred (\$1,500.00) Dollars per annum pro-rated for the period of time each year that coverage does not apply to

the employee. Checks for opting out will be issued in four (4) quarterly installments. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, or should there be a marital separation, the non-designated spouse shall once again become covered and the One Thousand Five Hundred (\$1,500.00) Dollar payment shall be prorated. Any employee who has elected to opt-out of coverage, may re-enroll in the health care plan by giving the Commission thirty (30) days prior written notice of his/her desire to re-enroll in the plan. The payment of One Thousand Five Hundred (\$1,500.00) Dollars shall be prorated for the period the employee was not covered by the Commission Health Benefit Plan.

Section 6. Pension

All new regular full-time employees shall be enrolled in the New Jersey Public Employees' Retirement System (PERS), if eligible.

Section 7. Retirement

There shall be no compulsory retirement for eligible employees. Any employee who retires may take seasonal work but cannot resume full-time employment. Any eligible employee may retire before reaching normal retirement age if he or she may do so in accordance with the rules of N.J.P.E.R.S. All retired employees who are working seasonal employment as of July 10, 1984 shall be paid the maximum seasonal/part-time base rate of the job title in which such retiree works, including the longevity rate they received at the time of their retirement. After July 10, 1984 when a retired employee elects to take seasonal

employment, he/she shall be paid the maximum seasonal/part-time base rate of the job title in which such retiree works exclusive of longevity.

Section 8. Sick Leave and Disability Benefit

Regular full-time employees shall be entitled to sick leave on the basis of one and one-quarter (1-1/4) days for each month of service. Effective January 1, 2005, regular full-time employees shall be entitled to sick leave on the basis of one (1) day for each month of service. An employee cannot earn or accrue sick time if they are on disability or workers compensation exceeding thirty (30) consecutive days.

- (a) Unused sick leave will be accumulated and the accumulation will be determined by the number of sick days earned during the term of employment and the balance will be arrived at by deducting the number of sick days used. Available sick days shall be noted on each employee's pay stub.
- (b) Full-time employees shall receive a disability benefit due to non-occupational injury or illness, and such benefit shall be provided under the following conditions:
 - 1. The employee has at least six (6) months of continuous service.
 - 2. The employee shall first have exhausted all his/her accumulated paid sick leave days.
 - 3. The employee is found and continues to be disabled by reason of his sickness or accident and whose absence for such reason has the Commission's prior approval. In all

questions regarding the degree of disability or the duration of same, the written medical opinion of the Commission's physician will prevail and the employee agrees to make disclosure of all information required by the Commission or its representatives as to any relevant matter concerning his or her condition and agrees to submit to a medical examination by a physician designated by the Commission.

4. The employee has completed a five (5) scheduled work day waiting period without pay unless hospitalized.
5. Upon the use of forty (40) paid sick leave days of an employee's accumulated paid sick leave days, unless hospitalized, the employee shall begin to receive his/her disability payments at the rate of 75% salary. An employee who does not have forty (40) paid sick leave days accumulated must exhaust all of their sick time and an eight day scheduled workdays waiting period without pay, unless hospitalized.

Such benefit shall continue for a period up to twenty-six (26) weeks in a benefit year. A benefit year is the fifty

two (52) week period commencing with the first full

scheduled work day of absence following the exhaustion of sick leave benefits or the option equivalent of forty (40) days.

An employee who is assigned a benefit year and receives Temporary Disability Benefits of twenty six (26) weeks will not be eligible for additional benefits until the expiration of the assigned benefit year or return to active service for one hundred eighty (180) days, whichever is later.

In the event an employee applies for Temporary Disability Benefits more frequently than once during any thirty-six (36) month period, the disability payment during the subsequent disability period shall be at the rate of 50%.

6. Benefits available to employees under this plan shall be denied and shall at any time be denied or discontinued by the Commission in any of the following events:
 - (a) It finds said employee unreasonably refuses, prevents or hinders medical examinations from time-to-time as the Commission may require.
 - (b) Employee is found not to be disabled as herein provided.
 - (c) Employee is found to be employed for wage, profit or gain for any employer other than the Commission;
 - (d) Employee resigns or is terminated for cause.
7. No employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:

- (a) Chronic alcoholism or use of stimulants, drugs or narcotics except as prescribed by a physician;
 - (b) Committing unlawful acts;
 - (c) Being engaged in some other business or occupation for profit.
8. An employee who applies for and receives Temporary Disability Benefits pay without being entitled thereto may be subject to disciplinary action at the discretion of the Commission, and in addition, will be liable for return of all money improperly received.
9. If after twenty-four (24) months after all benefits have been exhausted, an employee who fails to return to active employment shall have no further return rights. During such twenty-four (24) month period, the employee's position will be kept available for him/her. An employee's seniority will not accumulate after the twenty-six (26) week period expires. His seniority will accumulate after he returns to work.
- (c) Upon retirement, an employee will receive payment for unused sick leave at a rate of one hundred (100%) per cent of his accumulated sick leave up to a maximum of \$15,000.00. Employees whose accrued sick leave computed as of April 30, 1993, is greater than \$15,000.00 shall have that greater sum

as a "grandfathered CAP" of accrued sick leave for retirement purposes.

In the event that an employee whose "grand-fathered CAP" is greater than \$15,000.00, and said employee uses sick leave, then the reduced amount of accrued sick leave becomes his/her new "grand-fathered CAP". If the amount of the "grand-fathered CAP" of accrued sick leave falls below \$15,000.00, then the \$15,000.00 shall become the employee's CAP for future accrual of sick leave.

Employees who have reached the CAP of \$15,000.00 can sell back excess sick leave time earned during the previous calendar year at a rate of 50%. This sell-back option is effective for calendar year 1993 and requests for payment can be made after January 1, 1994 with payments made within 30 days of request.

This provision shall apply for future years, based upon the accrual of sick leave during the preceding calendar year.

Sick days not used or not cashed-in annually will continue to be accrued for future use for bona fide sick leave purposes, but such days do not increase the "grand-fathered CAP".

There will no longer be a sick day "CAP" for accrual of sick days to be used for sick time off purposes.

This payment will also be made upon disability retirement and, if the employee dies while still working for the Commission,

the payment will be made to his spouse, if living, otherwise to his estate. Any employee who resigns in good standing after completion of at least three (3) years of employment will receive payment for unused sick leave at a rate of one hundred (100%) per cent of his accumulated sick leave at date of resignation up to a maximum of \$15,000.00 or his/her "grandfathered CAP" noted above.

- (d) Any employees absent from work on account of sickness for more than three (3) consecutive days must present a doctor's certificate in order to have credit on sick leave. In cases of chronic absenteeism or when certain patterns of absenteeism are developed by an employee, his/her supervisor may require a physician's report or other justification relating to these patterns or chronic absences. Failure to provide the physician's report or other justification acceptable to the Commission will result in a denial of credit for sick leave.

Section 9. Worker's Compensation

- (a) Whenever an employee is disabled through injury or illness as a result of, or arising from, his/her employment, he or she shall be provided by the commission with benefits as provided pursuant to N.J.S.A. 34:15-1 et seq. (the Worker's Compensation Act of New Jersey). The Commission insures coverages required by this Act.
- (b) For lost time due to an on the job injury which is a direct result of a traumatic event

occurring during and as a result of the performance of his/her regular or assigned duties, the Commission shall continue the employee's basic weekly salary for the number of weeks indicated below. The determination of whether an on the job injury is the result of a traumatic event shall be made consistent with the standards provided for under N.J.S.A. 43:15A-43 which pertains to accidental disability under the Public Employees Retirement System.

The employee shall endorse over to the Commission any weekly compensation checks received by him/her through the Commission's insurance carrier, or shall endorse over to the Commission an amount received by said employee through Worker's Compensation Court in the same amount as paid to the employee by the Commission, but not both. The period of such benefit is listed below:

Regular full-time employee	Up to 104 weeks
Part-time yearly employee	Up to 39 weeks
Seasonal employee	Up to 26 weeks
Seasonal limited employee	Up to 13 weeks

Benefits paid under this plan are separate and distinct from sick leave and disability benefits listed elsewhere for full-time employees.

Such payments shall be made for the period during which worker's compensation payments are allowed and made to the employee for lost wages, but for not longer than the payment schedule set forth above. In the event it is determined that the employee's injury or illness is not job related, then any such payments made by the Commission shall be charged against accrued sick leave or future sick leave in order to reimburse the Commission for the funds advanced.

Section 10. Leave of Absence

Leave of absence may be granted without pay under the following provisions: Leaves of absence may be no more than two (2) weeks and may be granted to employees who have completed at least one (1) full year of service to the Commission. Leaves of absence in excess of two (2) weeks, provided the employee has been in the service of the Commission for at least two (2) years, may be granted only in exceptional circumstances, which shall be determined by management. All leaves of absence must be approved by the Commission, but will not be unreasonably withheld.

Section 11. Uniforms

The Commission will continue to provide complete uniforms for employees required to wear uniforms and the uniforms will consist of: One (1) summer cap, three (3) summer shirts, two (2) summer trousers, one (1) summer jacket, two (2) winter trousers, one (1) tie, one (1) cap, two (2) officer's winter shirts, one (1) winter three-quarter length car coat per man and one (1) sweatshirt. The Commission will provide an allowance of thirty (\$30.00) Dollars per month per man for cleaning of clothes. An employee must work a minimum of twelve (12) days per month in order to qualify for the uniform allowance. Vacation Days and Personal Leave Days taken by regular full-time employees shall count as time worked for the purposes of the twelve (12) day minimum requirement per month. Toll collectors, in order to receive the cleaning allowance, shall maintain their uniforms in proper condition. When a toll collector or bridge tender is out of uniform on duty, he shall be disciplined in accordance with the disciplinary action provided in Article VIII. Hats and jackets will not be replaced unless they show signs of wear. Whenever a toll collector is out of uniform on duty or wearing any unauthorized clothing, including a hat or cap, without prior

approval, he/she shall automatically lose four (4) hours of pay for that specific day. The uniforms which are provided to the employees are the property of the Commission and shall be returned to the Commission upon termination of employment.

Section 12. Free Passage

The Commission will continue to provide free passage on all of its toll bridges for its permanent employees, including those who are retired. Part-time and seasonal employees are entitled to free passage when they are on the active duty roster of employees.

Section 13. Prescription Plan

The Commission provides a Five (\$5.00) Dollar Co-Pay for Brand Drugs/One (\$1.00) Dollar Co-Pay for Generic Drugs Prescription Insurance Plan covering full-time employees and their eligible dependents.

Section 14. Vision and Hearing Care Plan

The Commission agrees to pay to each employee an amount up to a maximum total combined payment of One Thousand Five Hundred (\$1,500.00) Dollars during the term of this agreement in reimbursement for Prescription Vision Care and Prescription Hearing Care expenses incurred by the employee or eligible dependents. Payment is to be made to the employees upon presentation of original receipts evidencing the expenses.

Section 15. Part Time Vision Care

The Commission agrees to pay to each part-time employee who has attained top rate, an amount up to a maximum payment of Five Hundred (\$500.00) Dollars for Prescription Vision Care expenses. Payment is to be made to the employee upon presentation of original receipts evidencing the expenses.

Section 16. Coverage in Event of Death

In the event of the death of a full-time employee, the employee's spouse and dependents shall be covered by all insurances outlined in this Article 9, as follows:

1. Health, hospital, surgical, medical, major medical;
2. Life insurance policy for the surviving spouse in the same amount as carried for the employee prior to his/her death;
3. The Delta Dental Service Plan coverage;
4. Prescription Care Insurance Plan;
5. Vision Care Plan.
6. Hearing Care Plan.

Such coverages shall be carried for the surviving spouse and dependents, based upon the deceased employee's length of service with the Employer immediately prior to death, as follows:

- Employee with less than
10 years service one (1) year of coverage
- Employee with 10 years service
but less than 15 years service two (2) years of coverage
- Employee with 15 years service
but less than 20 years service..... three (3) years of coverage
- Employee with 20 years service
but less than 25 years service..... four (4) years of coverage
- Employee with 25 years service and over.....five (5) years of coverage.

It is agreed, however, that should the spouse remarry, such coverages shall cease.

Section 17. Personal Leave Days Effective January 1, 2005. Each regular full-time employee shall be entitled to three (3) Personal Leave Days each year.

Personal Leave Days are to be used by the employee for personal reasons and subject to the following conditions: A Personal Leave Day shall be granted by the Commission upon prior request of the employee submitted to the Executive Director or his or her designee. Said request shall be granted, at the discretion of the Executive Director or his/her designee as long as the employee's absence can be granted without interference with the proper conduct of the Commission's work and the employee's absence will not result in the assignment of an employee to work on overtime pay. Personal Leave Days may be accumulated up to a maximum of nine (9) days. Personal Leave Days are earned on a pro-rated basis. New regular full-time employees shall only receive one (1) Personal Leave Day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves Commission service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the Commission for paid Personal Leave Days used in excess of his or her pro-rated entitlement.

Personal Leave Days will not be earned during the period of time while employee is on suspension, Leave of Absence, with or without pay or on Special Leave of Absence for work related injury. Each four (4) months of absence during a calendar year due to suspension, Leave of Absence with or without pay or on Special Leave of Absence for work related injury shall result in the loss of one (1) personal day.

ARTICLE X

WORKING CONDITIONS

Section 1. The Commission and Union agree to cooperate in providing measures which will continue to make employee's working conditions and surroundings pleasant. The Commission agrees to give consideration to all suggestions submitted by employees and/or the Union.

Section 2. The Commission will attempt to assign toll employees close to their homes.

Section 3. The Commission will excuse employees, with pay, for attending funerals as follows:

- (a) Spouse and children (including step) - five (5) days;
- (b) Parents, brothers, sisters (including step) and grandchildren - three (3) days;
- (c) Mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, brother-in-law and sister-in-law - one (1) day.

ARTICLE XI

LAYOFF AND BUMPING PROCEDURE

Section 1. In the event of an anticipated layoff of forty-five (45) days or less, the Commission agrees to give the Union and affected full-time employees ten (10) days notice prior to the layoff or pay in lieu thereof. If the layoff is expected to go beyond forty-five (45) days, but is not intended to be permanent, the Commission will give sixty (60) days notice or pay in lieu thereof.

In the event of a permanent layoff of full time employees, the Commission will endeavor to assist each full time employee so affected to obtain another comparable public sector job. In the event the Commission cannot assist the employee in gaining comparable, alternate public sector employment within the notice period of the layoff, then each full time employee who has been laid off will receive one week's pay for each year of service as severance pay. This clause shall not preclude the Commission and the Union from negotiating additional layoff impact items at the time of layoff.

Section 2. Layoffs shall be in accordance with seniority; (Example: Employees with greatest seniority will be laid off last). Employees shall be called back in the inverse order of seniority; (Example: Last employees laid off will be the first employees recalled).

Section 3. Employee shall enjoy twenty-four (24) months recall rights before losing his seniority rights, and must be called back to his position, before new hires are accepted, within the twenty-four (24) month period.

Section 4. Bumping Procedure. When because of layoff an employee's job is eliminated or that employee is forced to "bump" because he/she has been displaced (bumped) by a senior employee, the

following rights and procedures shall prevail:

- (a) The affected employee may exercise his/her seniority by bumping laterally or downward into any bargaining-unit job title for which he/she is qualified. Such employee can only "bump" an employee who is junior to him/her. Likewise, all employees so "bumped" or eliminated from their jobs shall have the same options.
- (b) Bumping shall be based upon seniority of the total group of employees affected, with senior employees given first preference of bumping options.
- (c) Full-time employees may elect to "bump" Seasonal/Part-time employees.
- (d) When job openings become available, the bumped, eliminated and/or recalled employees shall be returned to their former positions based upon seniority. An employee shall enjoy twenty-four (24) months recall rights before losing his seniority rights, and must be called back to his/her position before new hires are accepted, within the twenty-four (24) month period.
- (e) A Union Official shall be present for all bumping procedures. Each affected employee shall be advised of his/her bumping options, based upon seniority, and shall make his/her selection no later than the end of the following day.

ARTICLE XII

MUTUAL COOPERATION AND NO STRIKE PLEDGE

Section 1. The Commission and Union agree that this agreement was reached in good faith and to abide by the terms and conditions of this agreement through the life of the agreement. The Commission and Union represent that the provisions of this agreement shall be carried out in all respects through the life of this agreement. In the event of the failure of either party to carry out its responsibility under this agreement, each party shall have recourse to enforce the provisions of the agreement through the grievance and arbitration provisions contained herein and/or through PERC and/or in a court of competent jurisdiction, whichever may be applicable.

Section 2. The Union agrees that this agreement was reached in good faith pursuant to the applicable PERC-New Jersey Employer/Employees Relations Act of the State of New Jersey, and to abide by the terms and conditions of this agreement through the life of the agreement.

Section 3. The Union further agrees that during the term of this agreement it shall cause no strikes, work stoppages, or other acts of disharmony contrary to the intent of this provision or law.

Section 4. In the event of any such acts enumerated above, such employees so engaged may be subject to disciplinary or dismissal action. The Union further agrees that it will immediately notify all employees

in the negotiating unit that any such action is not sanctioned by the Union and that the Union joins with the Commission in insisting that all employees cease and desist immediately.

Section 5. The Union further agrees that the Commission shall have any and all recourse in law to restore normal working operations.

Section 6. The Union acknowledges that the employees represented by Union are public employees within the meaning of Article 1, 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 limitations upon their rights established by law.

ARTICLE XIII

MANAGEMENT RIGHTS

Section 1. Nothing herein is intended to interfere with the Commission in its right to manage and operate its personnel and facilities.

Section 2. The management and the conduct of the operations of the Commission and the direction of its working force are the right of the Commission. The Commission shall have the right, subject to the terms herein contained, to hire and lay off employees, to classify, assign, transfer, and promote them, to discipline or discharge them for cause, and, in general, to maintain discipline, order, and efficiency in its operations.

ARTICLE XIV
RATES OF PAY

Section 1. Effective May 1, 2004, there shall be a wage rate increase of 3.5% for bargaining unit members. For the year beginning May 1, 2004 and ending on April 30, 2005, bargaining unit members' wage rates under this contract shall be paid in accordance with the Addendum A attached hereto.

Effective May 1, 2005, there shall be a wage rate increase of 3.5% for bargaining unit members. For the year beginning May 1, 2005 and ending on April 30, 2006, bargaining unit members wage rates under this contract shall be paid in accordance with Addendum B attached hereto.

Effective May 1, 2006, there shall be a wage rate increase of 3.5% for bargaining unit members. For the year beginning May 1, 2006 and ending April 30, 2007, bargaining unit members wage rates under this contract shall be paid in accordance with Addendum C attached hereto.

Section 2. During the sixty (60) day period prior to May 1, 2007, the Commission agrees to meet with the Union, for the purpose of discussing and negotiating any changes to the terms and conditions of this Agreement.

Section 3. Regular full-time employees shall receive their salary increment in accordance with the full-time wage rate schedule. Past seasonal employment will be considered as 26 weeks credit, and

part-time yearly service will be credited for 39 weeks.

Section 4. The Commission has established the new Job Classification known as "Toll House Group Leader" which appears as Exhibit "A" to this Agreement. The Union acknowledges this Job Classification and agrees to the compensation for the position as set forth on Exhibit "A".

ARTICLE XV

MEDICAL/FAMILY LEAVES OF ABSENCE

Medical/Family Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations promulgated pursuant to those statutes.

Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period. Employees shall be entitled to leave for the employee's own serious health conditions, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law.

The circumstances under which leave may be taken, vary depending on the type of leave requested and the Commission will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed under their hands and seals, to be effective as of May 1, 2004.

WITNESS:

FOR THE COMMISSION

By:
William Henfey, Chairman

_____ Phyllis B. Catanoso, Secretary

WITNESS:

FOR THE UNION

By:
President

Business Agent

_____ Secretary

ADDENDUM "A"
MAY 1, 2004

PART TIME AND SEASONAL WAGE RATES
TOLL COLLECTORS

1 st year	9.93
2 nd year	10.93
3 rd year	11.93
4 th year	12.93
5 th year	13.93
6 th year	14.93
7 th year	15.93
8 th year	16.93
9 th year	17.52

“Employees who are not available to work from May 1st through September 30th cannot exceed the sixth step of the Part-Time and Seasonal Toll Collector Guide.”

MAY 1, 2004

FULL TIME WAGE RATES

TOLL COLLECTORS

1ST year 18.61 hour
Next 6 mo. 19.98 hour
After 18 mo. 21.36 hour

OFFICE

Admin Asst. 21.64 hour
Clerks 20.15 hour
Internal Auditor 25.10 hour

Toll House Group Leader...for
rates see Exhibit "A"

LONGEVITY PAY

All full time employees shall be entitled to receive an increase in their hourly salary of 3% after five years. Additional 3% after ten years. Additional 2% after fifteen years and an additional 2% after twenty years of service.

All part time and seasonal employees hired prior to May 1, 2001 shall be entitled to receive an increase in their hourly salary of 3% after working for a period in each calendar year for 8 years.

ADDENDUM "B"

MAY 1, 2005

PART TIME AND SEASONAL WAGE RATES
TOLL COLLECTORS

1 st year	9.93	
2 nd year		10.96
3 rd year	11.99	
4 th year	13.02	
5 th year	14.05	
6 th year	15.08	
7 th year	16.11	
8 th year	17.14	
9 th year	18.13	

“Employees who are not available to work from May 1st through September 30th cannot exceed the sixth step of the Part-Time and Seasonal Toll Collector Guide.”

MAY 1, 2005

FULL TIME WAGE RATES

TOLL COLLECTORS

OFFICE

1 ST year	19.26 hour	Admin Asst.	22.40 hour
Next 6 mo.	20.68 hour	Clerks	20.86 hour
After 18 mo.	22.11 hour	Internal Auditor	25.98 hour

Toll House Group Leader...for
rates see Exhibit "A"

LONGEVITY PAY

All full time employees shall be entitled to receive an increase in their hourly salary of 3% after five years. Additional 3% after ten years. Additional 2% after fifteen years and an additional 2% after twenty years of service.

All part time and seasonal employees hired prior to May 1, 2001 shall be entitled to receive an increase in their hourly salary of 3% after working for a period in each calendar year for 8 years.

ADDENDUM "C"
MAY 1, 2006

PART TIME AND SEASONAL WAGE RATES
TOLL COLLECTORS

1 st year	9.93	
2 nd year		11.04
3 rd year	12.15	
4 th year	13.26	
5 th year	14.37	
6 th year	15.48	
7 th year	16.59	
8 th year	17.70	
9 th year	18.76	

“Employees who are not available to work from May 1st through September 30th cannot exceed the sixth step of the Part-Time and Seasonal Toll Collector Guide.”

MAY 1, 2006

FULL TIME WAGE RATES

TOLL COLLECTORS

OFFICE

1 ST year	19.93 hour	Admin Asst.	23.18 hour
Next 6 mo.	21.40 hour	Clerks	21.59 hour
After 18 mo.	22.88 hour	Internal Auditor	26.89 hour

Toll House Group Leader...for rates see Exhibit "A"

LONGEVITY PAY

All full time employees shall be entitled to receive an increase in their hourly salary of 3% after five years. Additional 3% after ten years. Additional 2% after fifteen years and an additional 2% after twenty years of service.

All part time and seasonal employees hired prior to May 1, 2001 shall be entitled to receive an increase in their hourly salary of 3% after working for a period in each calendar year for 8 years.

EXHIBIT "A"

TOLL HOUSE GROUP LEADER

In addition in fulfilling his/her normal toll collecting duties and responsibilities, the position of Toll House Group Leader will consist of the following duties:

1. Train seasonal/part time employees in
 - collecting tolls
 - counting money
 - filing all reports
 - operating drawbridge
 - responding to emergencies
 - any miscellaneous or additional item that may arise in conjunction with such training
2. Annually test all full-time, seasonal/part-time employees on the appropriate method and procedure to operate the drawbridge.
3. At the request of the supervisor, the Toll House Group Leader will help any other toll collector experiencing inferior performance.
4. Instruct all employees, at his/her specific toll booth, how to implement any new procedures that may be created.
5. Find replacements for toll collectors that cannot report to work.

The Toll House Group Leaders will receive an increase of \$.35 per hour added to their (Toll Collectors) base pay. Except for personnel replacements, overtime will be paid for all services performed whenever the Toll House Group Leader is requested to work when he/she is off duty.

"In the event a toll plaza is operated for a period of ten (10) months or less per year, then no Toll House Group Leader will be designated."