

2-0010

13-00

NOT FOR  
CIRCULATION

1/2/70 - 1/2/71

AGREEMENT

Between

THE BOARD OF CHOSEN FREEHOLDERS  
OF MONMOUTH COUNTY

and

THE MONMOUTH COUNTY BRIDGEMAN'S ASSOCIATION

PREAMBLE

This Agreement entered into by the Board of Chosen Freeholders of Monmouth County, hereinafter referred to as the "Employer" and the Monmouth County Bridgeman's Association, hereinafter referred to as the "Association," has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

Section I-1. Representation and Bargaining Unit.

The Employer recognizes the Association as the sole representative of the employees in the following job classifications for the purpose of discussing proposals covering wages, hours of work, and other terms and conditions of employment.

Bridge Attendant  
Bridge Operator

Section I-2. Definition of Supervisors.

The term "supervisor" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, or effectively recommend the same, shall not have the right to be represented in this Bargaining Unit.

Section I-3. Rights of Individuals.

Nothing contained in this Article shall abridge the rights of individuals under State of New Jersey laws.

ARTICLE II

PAY SCALES

Section II-1.

Employer will grant two (2) increments applicable to the employee's salary range. The increments shall be granted regardless of what step the employee is now in.

ARTICLE III

HOLIDAYS

Section III-1.

The following days are recognized paid holidays whether or not worked:

May 30th	Memorial Day.
July 4th	Independance Day
September	Labor Day
October 12th	Columbus Day
November 11th	Veterans Day
November	Election Day
November	Thanksgiving Day

Section III-1. (continued)

December 25th	Christmas Day
January 1st	New Years Day
February 12th	Lincoln's Birthday
February 22nd	Washington's Birthday
March or April	Good Friday
March or April	Easter

Section III-2.

Employees are to be granted compensatory time off for all holidays.

ARTICLE IV

GRIEVANCE PROCEDURE

Section IV-1.

Step 1--An employee having a grievance shall present it in the first instance to his Chief Bridge Operator within ten (10) working days after the occurrence of the event out of which the grievance arises. If the employee so requests, his representative shall be present.

Step 2--If the employee is not satisfied with the decision of the Chief Bridge Operator at the first step, the grievance shall be put in writing, signed by the employee and presented to the employee's next level of authority within three (3) working days after the decision of the employee's Chief Bridge Operator. For the purposes of this grievance procedure, the employee's next level of authority shall be considered the Bridge Supervisor. Copies of the written grievance shall be

Section VI-1. (continued)

forwarded to the Supervisor and to the Secretary of the Association. The employee's Supervisor shall, within five (5) working days of the receipt of the written grievance arrange a meeting with the employee and his representative. The Supervisor shall give to the employee and the Secretary of the Association his written answer to the written grievance within three (3) working days after the date of such meeting.

Step 3--If the employee or the Association is not satisfied with the written answer of the employee's Supervisor, the Association shall, within three (3) working days following the date of the written answer of the employee's Supervisor, submit to the Board of Chosen Freeholders a written request for a meeting between a representative of the Board and a representative of the Bridgeman's Association. Such meeting shall occur at a mutually agreeable time and place, not later than five (5) working days after the written request for such discussion. The employee shall be entitled to be present at such meeting. The Board of Chosen Freeholders shall give its written decision to the employee and the Association within five (5) working days after such discussion takes place, or within such additional period of time that may be mutually agreed upon.

Step 4--If the grievance still remains unadjusted, it shall be declared an impasse and a petition shall be filed with the State of New Jersey Public Employment Relations Commission within seven (7) days of impasse. The decision of the Commission

Section IV-1. (continued)

shall be final and binding on the parties, and the Public Employment Relations Commission shall be requested to issue its decision within thirty (30) days after the conclusion of testimony and argument.

ARTICLE V

EQUAL TREATMENT

Section V-1.

The Employer and the Association agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

Section V-2. Association Activity.

The Employer and the Association agree not to interfere with the right of employees to become or not to become members of the Association; and, further, that there shall be no discrimination or coercion against any employee because of Association membership or nonmembership.

ARTICLE VI

WORK RULES

Section VI-1.

The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE VII

ANNUAL VACATION

Section VII-1.

Employees receive vacation with pay in each calendar year according to the following schedule.

- a. One working day for each month during the first calendar year of employment.
- b. Twelve (12) working days per year after the first calendar year, up to and including ten (10) years of service.
- c. Fifteen (15) working days per year for each calendar year of service beyond ten (10) and up to and including twenty (20) years.
- d. After twenty (20) years of employment, twenty (20) days per year.
- e. Part-time employees receive vacation leave on a pro-rata basis; e.g., employees on half-time service, after the first calendar year, receive six working days vacation per calendar year.

Vacation is granted upon the recommendation of the department head and with the approval of the Board of Chosen Freeholders, scheduled with full consideration for the effective operation of the department. Employees with the greatest length of service receive preference in choice of vacation period insofar as effective staffing requirements permit.

If any part of the annual vacation leave is not taken within the calendar year because of the pressure of work in the department, such vacation accumulates to the credit of the

Section VII-1. (continued)

individual employee, and may be taken during the next succeeding calendar year only. It is the responsibility of the department head to inform employees of this provision, and to see that vacations are taken within the time allowed.

For the purpose of these benefits, part-time employees are defined as employees who work less than the regularly scheduled work-week, but twenty (20) or more hours in the week.

ARTICLE VIII

SICK LEAVE

Section VIII-1.

Employees are allowed one working day's sick leave with pay for each month of service during the first calendar year, and fifteen day's sick leave for each calendar year thereafter. If such an employee required none or only a portion of of this allowable sick leave during any calendar year, the amount of this leave not taken accumulates to his credit from year to year, and the employee is entitled to the accumulated sick leave with pay if and when needed. "Sick leave" means absence from duty of an employee because of personal illness or accident by reason which the employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his family critically ill and requiring the presence of the employee, up to three (3) days due to the death of a member of the immediate family. "Member of the immediate family" means spouse, parent of employee or spouse, child, sister or brother.

Section VIII-1. (continued)

Employees absent for any of the above reasons for a period of time of three (3) days or longer shall present to the department head a certificate of medical disability completed by a physician or similar certification of the need for the employee's absence. Such certificates may also be required for absences of less than three days, from employees having records of repeated absences.

ARTICLE IX

SAVINGS

Section IX-1.

If any provisions of this Agreement are subsequently declared, by the proper legislative or judicial authority, to be unlawful, unenforceable, or not in accordance with applicable statutes and Board of Chosen Freeholders' policies, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE X

MANAGEMENT RIGHTS

Section IX-1.

It is recognized that the Board of Chosen Freeholders has and will continue to retain the rights and responsibilities to direct the affairs of the Bridge Department in all its various aspects. Among the rights retained by the Board are its rights to direct the working forces; to plan, direct and control all the operations and services of the Bridge Department; to determine the methods, means, organization and personnel by which

Section X-1. (continued)

such operations and services are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict.

ARTICLE XI

TERMINATION

Section XI-1.

This Agreement shall be effective as of the 27<sup>th</sup> day of January 1970, and shall remain in full force and effect until the 27<sup>th</sup> day of January 1971. The Association reserves the right to submit proposals for the 1971 contract on August 1, 1970. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date of this Agreement; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section XI-2.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall be before the anniversary date set forth in the preceding paragraph.

CONSTANCE J. HODGSON  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires February 1971

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS THIS 17<sup>th</sup> day of January 1970.

*Constance J. Hodgson*

For the Association:

For the Employer:

John A. Bennett  
Richard Brooks  
Frank J. Bair

Joseph A. Quinn  
Edith M. [unclear]