

AGREEMENT

Between

BURLINGTON COUNTY BRIDGE COMMISSION

And

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

(TOLL DEPARTMENT EMPLOYEES)

October 1, 1993 through September 30, 1996

TABLE OF CONTENTS

PAGE

PREAMBLE 4

ARTICLE I - RECOGNITION 4

ARTICLE II - INTENT AND PURPOSE 5

ARTICLE III - HOURS OF WORK AND OVERTIME 6

ARTICLE IV - SENIORITY 8

ARTICLE V - PROMOTIONS 12

ARTICLE VI - RATES OF PAY 13

ARTICLE VII - HOLIDAYS AND HOLIDAY PAY 15

ARTICLE VIII - VACATION 17

ARTICLE IX - SICK TIME 21

ARTICLE X - ABSENCE-DEATH IN FAMILY 24

ARTICLE XI - MILITARY LEAVE 24

ARTICLE XII - POLICY PROCEDURE TO BE FOLLOWED
WHEN AN EMPLOYEE IS CALLED FOR
JURY DUTY 26

ARTICLE XIII - DUES CHECK OFF 27

ARTICLE XIII-A - AGENCY SHOP 28

ARTICLE XIV - OVERTIME MEAL ALLOWANCE,
MILEAGE AND TOWER OPERATOR
EXAMS 29

ARTICLE XV - GRIEVANCE PROCEDURE 30

PAGE

ARTICLE XVI - DISCIPLINARY ACTION 33

ARTICLE XVII - ASSOCIATION REPRESENTATION 37

ARTICLE XVIII - WORKING CONDITIONS 38

ARTICLE XIX - JOB DESCRIPTION 38

ARTICLE XX - MUTUAL COOPERATION 39

ARTICLE XXI - COMMISSION RIGHTS, JURISDICTION
AND MAINTENANCE OF STANDARDS 40

ARTICLE XXII - LEGAL APPLICATION 42

ARTICLE XXIII - USE OF COMMISSION PROPERTY AND
BULLETIN BOARDS 43

ARTICLE XXIV - PENSION AND RETIREMENT 44

ARTICLE XXV - MEDICAL COVERAGE 45

ARTICLE XXVI - SICK, ACCIDENT AND LIFE INSURANCE 46

ARTICLE XXVII - WORKMEN'S COMPENSATION
SUPPLEMENTAL PAY BENEFITS 46

ARTICLE XXVIII - UNIFORM AND DRY CLEANING
ALLOWANCE 47

ARTICLE XXIX - TERM OF AGREEMENT 47

ARTICLE XXX - INCENTIVE PROGRAM 48

ARTICLE XXXI - COST OF AGREEMENTS 48

WAGE SCALE 50

PREAMBLE

THIS AGREEMENT entered into this 1st day of October, 1993 by and between the BURLINGTON COUNTY BRIDGE COMMISSION, in the County of Burlington, hereinafter called the "Commission", and LOCAL 194, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Commission and the Association.

ARTICLE I

RECOGNITION

SECTION 1 The Commission recognizes the Association as the majority representative, of the permanent (regular) Toll Collectors and Tower Operators exclusively on the "Palmyra and Burlington" Bridges, in accordance with and pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34 13A-1 et seq.). All temporary, part-time, probationary, office employees, cashiers and management employees are excluded.

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

SECTION 3. Temporary personnel are defined as seasonal, short term, or limited duty employees who do not normally have regular hours of work, predetermined work days or work assignments. They are not eligible for, entitled to, the fringe benefits granted to permanent employees

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 Association agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin or political affiliation,

SECTION 3 The Commission and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Commission or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE III

HOURS OF WORK AND OVERTIME

SECTION 1. The Commission in its sole discretion, shall regulate the hours of work, the type of shifts, the classification and the number of employees assigned to the various shifts. Except where not possible because of emergency, the Executive Director or his/her designee will notify the Association in advance of any such changes.

SECTION 2.

(a) Each shift shall be eight (8) hours including a three-quarter (3/4) hour lunch period and two (2) fifteen (15) minute breaks. Special shifts or split shifts shall be established as found necessary.

(b) The normal shifts for tower operators are based on rotating shifts of four (4) working days and two (2) days off. Each shift shall normally be eight (8) hours.

(c) Notwithstanding the above, it is recognized that the Commission maintains the right to change the work schedule for employees and any such change shall not be subject to the grievance procedure or negotiation so long as said change does not result in any increase in working hours or reduction of salary during the course of the work year when such change is effective.

SECTION 3 Permanent employees are defined as those who normally work a forty (40) hour week. The Commission, under normal working conditions, guarantees such employees a minimum of forty hours work and/or pay.

An employee scheduled to work forty hours and, for reasons of sickness or vacation, works less than forty hours will be credited and paid for the scheduled hours,

providing said employee has available sick or vacation time, as appropriate. If the employee does not have the time, he/she will be paid only for hours worked.

For the purpose of calculating overtime pay on a daily basis, an employee will be paid overtime pay when he/she has worked more than eight (8) consecutive hours. For the purpose of calculating overtime pay on a weekly basis, he/she will be paid for all hours in excess of forty (40) straight time hours actually worked in a work week (calendar week). For purposes of this section, all paid leave time shall be considered time worked. Unauthorized absences and leave time without pay shall not be considered as time worked. Overtime hours paid on a daily basis are not to be used in calculating the weekly overtime hours.

All overtime hours shall be at the rate of time and one-half.

SECTION 4. If a vacancy occurs because of sickness, vacation, or absence of an employee, or if additional employees are needed, the Commission reserves the right to use temporary part-time employees. Every possible effort shall be made to keep the overtime equal among the employees of the Toll Department consistent with the skills needed, as determined by supervision and as dictated by emergency conditions. The department shall maintain an up-to-date overtime list. An employee refusing overtime offered to him/her in his/her turn, according to the overtime list, will be charged on the list with the hours offered. An employee already scheduled for work during the overtime hours shall not be charged on the overtime list. The Commission shall be solely responsible for determining overtime requirements.

SECTION 5. Employees who are called in for nonscheduled work will be guaranteed a minimum of four (4) hours pay

SECTION 6. A designated split shift is defined as: a divided work day of a stipulated number of hours, (normally less than eight (8) hours). An employee working a designated split shift will be paid one (1) extra hour more than the stipulated split shift at straight time, this is to compensate for the inconvenience and added expense of reporting to work more than once a day. Overtime pay for these employees will be paid at a rate of time and one-half for all hours physically worked in excess of seven (7) hours. The special compensation hour shall always be counted as one (1) straight time hour.

ARTICLE IV SENIORITY

SECTION 1. Seniority is defined as the length of an employee's accumulated, continuous, permanent employment with the Commission.

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

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

SECTION 3. A new employee shall be considered as a probationary employee during the first six (6) months of his/her employment. Any such probationary employee may be terminated or laid off at any time at the discretion of the Executive Director and no appeal or review shall be permitted

SECTION 4. A new employee on probation has no seniority during this period. As a new employee on probation, he/she will not be entitled to participate in hospitalization, insurance, pension, vacation and sick benefits, until after the first three (3) months of employment

SECTION 5. After a new employee has completed his/her probationary requirements and has been approved as a permanent regular employee, his/her seniority will commence as of the date he/she was hired as a regular employee on probation.

SECTION 6. When a permanent employee of the Commission, who has completed his/her probationary period, is transferred to another department, he/she will be considered on probation in that department for six (6) months, and his/her seniority in that department shall commence as of the date of his/her transfer to the new department. If he/she does not successfully complete his/her probationary requirements, he/she shall be returned to his/her former department with no loss of seniority or benefits.

SECTION 7. A part-time employee who is hired into a full-time position shall be considered a "new employee" within the meaning of Sections 3, 4, and 5 except as follows.

- a. If he/she worked as a part-time Toll Collector for a total of 1000 hours or more, the probationary period shall be three (3) months.
- b. His/her rate on the "Wage Scale" shall start at the rate on the "Full-Time Wage Scale" which is next higher to his/her rate on the "Part-Time Wage Scale" immediately prior to his/her appointment as a full-time employee.

c. His/her seniority shall be calculated in accordance with the terms of the Local 104 Part-Time Agreement and shall apply only for the purpose of the application of Section 8.

d. In the event he/she does not successfully complete his/her probationary requirements, he/she will be offered the opportunity to return to a part-time status with no loss of seniority or benefits as same are provided for under the Part-Time Agreement

SECTION 8. In the case of layoffs, automation or cutbacks of employment or other conditions which necessitate the reduction of employees affected and covered by this Agreement, the Commission agrees to abide by the seniority rule that the employee with the lowest departmental seniority will be the first employee to be laid off. The Commission will attempt but is not required to place any employee to be laid off in another position. The Commission further agrees that, in the event of call back in the department, the last person laid off will be the first to be recalled for employment in the department.

SECTION 9. An employee's "anniversary date", for pay purposes only, shall be the same date as his/her date of hire, unless changed by a promotion or work status.

SECTION 10. All employees required to work in a higher classification shall receive the higher rate of pay after a ten-day training period. Each employee who has performed the work of the higher classification for ten days shall be deemed to have served the initial "training period" and shall, thereafter, receive the higher rate of pay on a daily basis, as assigned. Where such assignment is continuous for a period of time which

is more than thirty-one (31) calendar days, said employee shall receive the higher pay for sick leave, vacation, holiday pay and other benefits under this Agreement.

SECTION 11. When a vacancy occurs on any shift, the position will be posted for transfer before a replacement person is appointed. For purposes of this provision "Transfer" means a transfer within the classification in which the vacancy is declared. The procedure shall be as follows:

1. A notice of "Position Vacancy" shall be posted on bulletin boards at the Tacony-Palmira and Burlington-Bristol Brides, together with a "Request for Transfer" form. The notice shall be dated and contain the Job Title, Shift, and Location of the vacancy and the deadline date for filing the transfer request form which deadline date shall be not less than ten (10) days from the date of posting.
2. All request forms shall be reviewed and the posted position awarded to the employee with the longest seniority with the Bridge Commission.
3. The request forms shall be further reviewed to determine the most senior employee selecting the position vacated by the successful bidder.
4. The above procedure in item #3 shall be repeated until it is determined that no one has bid for the last declared vacated position
5. The foregoing procedure applies only to vacancies declared by the Commission.
6. In the case of each vacancy filled by a transfer pursuant to this provision, the Commission will determine the time in which the transfer is to be

ARTICLE VII

HOLIDAYS AND HOLIDAY PAY

SECTION 1 The Commission recognizes the following Holidays:

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

SECTION 2 Holiday pay shall consist of eight (8) hours pay at straight time.

SECTION 3 Employees scheduled off on the holiday shall receive one day's pay (eight (8) hours) for the holiday.

SECTION 4. An employee who works on a recognized holiday, except as noted below, shall be paid at the regular straight time rate of pay for work performed in addition to a day's pay for the holiday as such. An employee who works on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day shall be paid at the rate of time and one-half (1 1/2) the regular straight time pay for the first eight (8) hours of his/her shift in addition to eight (8) hours pay for the holiday as such.

SECTION 2 Effective October 1, 1993, employees will receive a \$.25/hr. shift differential for shifts starting after 12:00 noon. Employees will receive a \$.35/hr. shift differential for shifts starting after 6:00 p.m.

SECTION 3. Eligible employees shall receive a longevity payment in accordance with the schedule as follows. To be eligible, the employee must reach the required years of service effective on his or her anniversary date. The payment designated below as 10/1/93 shall be paid with the first pay in December 1993. Beginning in calendar year 1994, payment will be made on each employee's anniversary date. Therefore, the payment as follows on 10/1/94 shall be paid on the employee's anniversary date in calendar year 1994; and the payment designated 10/1/95 shall be paid on the employee's anniversary date in calendar year 1995 and thereafter, unless otherwise adjusted in subsequent negotiations

	10/1/93	10/1/94	10/1/95
(a) Employees with 5 to 9 years of service shall receive:	\$ 650.00	\$ 675.00	\$ 700.00
(b) Employees with 10 to 14 years of service shall receive:	\$ 850.00	\$ 875.00	\$ 900.00
(c) Employees with 15 to 19 years of service shall receive:	\$1,050.00	\$1,075.00	\$1,100.00
(d) Employees with 20 years of more of service shall receive:	\$1,250.00	\$1,275.00	\$1,300.00
(e) Longevity payments shall not be cumulative			

SECTION 5. Employees scheduled to work on a holiday and having an authorized absence because of sickness on that day shall receive one day's pay only, and no other form of compensation, and be charged with sick time, as appropriate.

However, an employee absent for hospitalization or for convalescence following hospitalization will be paid holiday pay for holidays so long as he/she is eligible to receive sick pay benefits under the Health Insurance Policy specified in Article XXVI. He/she will also receive sick time pay so long as he/she has sick time available.

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

SECTION 7. An employee having an unauthorized absence on the last scheduled work day before any holiday, the holiday, or on the first scheduled work day after any holiday, shall forfeit any pay for that day and the holiday pay for the holiday. In case of illness, the Commission may require a doctor's note to constitute an authorized absence. In this case, the employee will be charged sick time, as appropriate.

SECTION 8. If a recognized holiday falls during an employee's vacation period, said employee shall receive one extra day's pay or one additional day of vacation, at the option of the employee.

SECTION 9. An employee scheduled to work on a holiday who works only one-half (1/2) of the day and is off the other half because of sickness, will be paid in accordance with Section 4 for the time worked and straight time for the balance. The employee will also be charged with one-half (1/2) day sick time.

SECTION 10. Toll collectors' and tower operators' personal birthday holiday shall be administered and determined in the following manner. Each toll collector and tower operator will make a choice, when his/her birthday falls within his/her scheduled shift, either he/she will work and receive an extra eight (8) hours pay for the holiday or take his/her birthday off and receive holiday pay only. The employee shall notify his/her superior, in writing, at least thirty (30) days before his/her birthday holiday of his/her choice.

SECTION 11. When an employee's birthday falls on a holiday, he/she shall receive an additional holiday's pay.

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

ARTICLE VIII

VACATION

SECTION 1. The highly specialized nature of our bridge operations require that vacations be granted to meet departmental needs

SECTION 2. Vacation periods shall coincide with the calendar year (January 1 to December 31).

SECTION 3. When, in any calendar year, the vacation, or any part thereof, is not taken by reason or pressure of Commission business, or is deferred at the request of the employee with departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken by December 15th of the next succeeding calendar year.

SECTION 4 When an employee completes the specified number of years service,

he/she will be granted the number of vacation days listed in the following schedule

0-1 year of service1 vacation day with pay per month (working day)
2-5 years of service13 vacation days with pay (working days)
6-10 years of service17 vacation days with pay (working days)
11-15 years of service21 vacation days with pay (working days)
16-20 years of service23 vacation days with pay (working days)
21-25 years of service26 vacation days with pay (working days)
Over 25 years of service30 vacation days with pay (working days)

SECTION 5 In the calendar year in which the specified years of service occurs, the employee will receive vacation days prorated on the number of months he/she has over 1, 5, 10, 15, 20 or 25 years of service. As an example, where ten (10) years of service is completed on April 1st, the employee concerned would receive 1.4 days per month for the first three (3) months and 1 3/4 days per month the last nine (9) months or twenty (20) days.

SECTION 6 The initial date for determining vacation time will be the first day of the calendar month following the date of employment

SECTION 7

- (a) Vacations will be scheduled as requested, provided at least (8) hours notice is given to a supervisor and it can be arranged without jeopardizing operations
- (b) Toll Collectors-Tower Operators with thirteen (13) days vacation must take four (4) days as a unit, the remaining days may be taken at the employee's discretion, if it can be arranged Employees with seventeen (17) days or more vacation per year must take eight (8) days in units of four (4) days or in multiples thereof and the remaining days may be taken in units or in days during the year if it can be arranged

SECTION 8.

- (a) In an emergency or special circumstance where eight (8) hours notice cannot be given, an employee must, upon return to work, submit in writing a request for deviation from the eight (8) hour rule Payment for such time shall be subject to management approval or rejection.
- (b) No emergency request for vacation under 8(a) above will be approved until an employee has exhausted his/her Personal/Sick Days for the year.

SECTION 9

If, upon separation from the Commission, an employee has authorized accrued vacation time earned in a previous year, he/she will receive vacation pay at the then present rate for such accrued vacation time and also vacation pay on the basis of one-twelfth (1/12) of the current year's vacation entitlement for each full month of service in the year of separation, less any vacation actually taken.

ARTICLE IX

SICK TIME

SECTION 1. In order to insure that employees are protected during periods of sickness, the Commission has provided that the pay of employees will be continued during periods in which they are incapacitated for work because of personal illness for allocated periods called "sick time". This sick time covers the individual concerned, only, and not members of his family. All employees are cautioned against using this sick time during periods when they are not sick. Violations of the use of sick time will lead to disciplinary action and persistent violation will constitute justifiable cause for dismissal.

SECTION 2. Leaves of absence with pay, including sick leave, may be granted for a variety of reasons, but must meet the approval of the Commission. In all cases of absenteeism, the Commission shall have the right to investigate reasons for absences or require substantiation of absence which, in its opinion, merit verification to determine whether payment shall be granted.

SECTION 3. During the first year of employment, sick time will accrue at the rate of one (1) day per month, starting with the calendar month following the date of employment. Thereafter, an employee shall accrue one and one-quarter (1-1/4) days of sick time per month. Sick leave shall accrue only when an employee works or is on an approved sick leave or vacation for at least fifteen (15) days per calendar month.

SECTION 4. Sick time will be cumulative and will continue to accrue during paid sick time and vacation. Sick leave shall not be accrued during periods of unpaid leave or

SECTION 10. Vacation checks will be provided in advance upon request.

SECTION 11. Employees who have accrued more than one full year's vacation time may request cash payment for up to five (5) unused vacation days. This payment shall be made in the second pay period in December, and any accrued days to be paid must be accrued as of December 15 for eligibility. Payment shall be at the then current employee's daily salary rate.

SECTION 12. Vacation time shall not be accrued during periods of unpaid leave or suspension of more than thirty (30) days.

SECTION 13

(a) Employees requesting a vacation period over the Christmas or New Year's Day Holidays shall submit such request on or before October 1 of each year. The Commission shall approve an allotted number of such vacation requests, each year, based upon the seniority of those employees requesting same and the manpower needs of the Commission. All requests must be in writing and dated. The Commission will notify those granted such vacation requests on or before October 15.

(b) No employee shall be granted a second Christmas-New Year's Holiday vacation week until all employees seeking a first vacation week is granted. A list of those granted these vacation weeks shall be retained to insure a proper rotation.

When an employee, during a calendar year, uses sick leave in excess of fifteen (15)

sick days accrued during that calendar year, he/she will use accumulated sick leave

As an incentive for not using sick leave, an employee who does not use any sick

leave (120 hours) in the employee's fiscal year, shall be granted a bonus of eight (8) hours

off duty or of eight (8) hours pay in the following fiscal year. It shall be each employee's

responsibility to notify the Commission when a consecutive year has past since the

employee was last on sick leave

SECTION 10. Upon retirement, the retiring employee shall be compensated for

his/her accumulated sick leave at one hundred percent (100%) of the per diem rate of pay

at the time of retirement for each accumulated sick leave day

SECTION 11. Upon the death of an employee, an employee's immediate family

will receive, as a death benefit, compensation for the employee's accumulated sick leave

calculated at the rate of one hundred percent (100%) of the per diem rate of pay at the

time of death.

SECTION 12. Five (5) sick days per year may be used by an employee as

personal days such that the employee need not provide proof of sickness in order to make

use of said sick day. These sick days may not be used in conjunction with or in addition to

holidays and/or vacation times. Violations of the use of this sick time may lead to

disciplinary action and may constitute justifiable cause for dismissal. Use of this personal

sick day shall not be counted against the bonus sick leave which may be accrued under

Section 9 hereof.

suspensions of more than thirty (30) days. If an employee is sick six (6) or more

consecutive work days, a doctor's note will be required by the Commission

SECTION 5. In case of chronic absenteeism or when certain patterns of

absenteeism are developed by an employee, the Commission may require a physician's

report relating to these patterns of chronic absences

SECTION 6. In cases of prolonged illness, when an employee exhausts his/her

current accrued sick leave, the employee may authorize the Commission's payroll

department to use his/her accrued vacation time as sick leave. The employee must file the

appropriate form

SECTION 7. Prescribed forms and other reasonable proofs of the causes for the

use of sick leave may be required by the Commission when it considers such proofs to be

necessary.

SECTION 8. In the event of illness or absence, a toll collector or tower operator

shall notify Bridge Authorities at least three (3) hours before his/her scheduled reporting

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

SECTION 9. At the conclusion of each calendar year, an employee may convert

up to five (5) days of that current year's unused sick leave to a cash payment, provided

that he/she has at least thirty (30) accumulated sick days. The cash payment will be made

during the month of January following the elapsed year in which the sick leave is accrued.

Payment will be made at the employee's per diem rate in effect on September 30 or at the

time of payment, whichever is higher. Accrued sick leave not converted to a cash

payment will be added to the employee's accumulated sick leave

ARTICLE X

ABSENCE - DEATH IN FAMILY

SECTION 1 In the event of a death in the immediate family of a regular employee of the Commission, up to three (3) days leave of absence, with pay, for work days missed from time of death to the time of the funeral, will be granted when it is necessary for the employee to have free time to devote to making necessary arrangements for the funeral of the deceased. 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, brother, father-in-law or mother-in-law

SECTION 2 One (1) day off with pay will be allowed if the employee is attending the funeral of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, uncle or aunt.

SECTION 3 Time off, as designated herein, shall include non-working days, e.g. if an employee is off for two (2) days because of schedule, then he/she shall be entitled to one (1) additional day only.

ARTICLE XI

MILITARY LEAVE

SECTION 1 An employee who leaves a position with the Commission in order to be inducted in the armed forces of the United States, who completes his/her term of service satisfactorily and who applies for reemployment within ninety (90) days of the date of discharge will, if still qualified to do the job, be reinstated in employment in accordance

with the reemployment rights provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. S2021, et seq.

SECTION 2. An employee who is called to extended field training as a member of the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force may be granted up to a two (2) week leave of absence from his/her position without loss of pay in a calendar year, provided he/she makes a written request for such leave and provides to the Commission a copy of his/her military orders. Such leave may be extended for up to a total of fifteen (15) working days in a calendar year in the event such military leave is required and not voluntary on the part of the employee, and shall be approved only upon receipt of written military orders.

SECTION 3 An employee who is called into period of service in the National Guard or a reserve component of the Army, Navy, Marine Corps or Air Force for longer than two (2) weeks will be placed on leave without pay, provided the employee makes a written request for leave without pay and provides to the Commission a copy of his/her military orders. Upon completion of his/her period of service, the employee will be reinstated in accordance with the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. S2021, et seq.

ARTICLE XII

POLICY PROCEDURE TO BE FOLLOWED WHEN AN EMPLOYEE IS CALLED FOR JURY DUTY

SECTION 1. When an employee receives official notification to report for Jury Duty, he/she should immediately contact the Accounting Department through his/her supervisor. The Accounting Department will provide the proper form that must be processed in order to receive approval for Jury Duty Service and adjusted reimbursement. The Accounting Department will forward a copy of the official Jury Duty notification to the Personnel Department.

SECTION 2. When Jury Duty has been approved, the employee will receive his/her regular paycheck on his/her regular payday, with the understanding that, when he/she receives the "Jury Duty Hours and Mileage Check", he/she will assign it to the Commission (Accounting Department) for the proper per diem deductions owed to the Commission. The Accounting Department will then issue the employee an "Adjustment Check" for any balance due including the mileage that was shown on the "Jury Duty Hours and Mileage Check"

SECTION 3. Employees will be scheduled to work on all days that they are not working on Jury Duty. However, in no event will an employee be required to work more than five (5) days in any one week, including any days served on Jury Duty. Work beyond forty (40) hours in a week shall be as provided for under Article III, Section 3.

SECTION 4. The form supplied by the Court for authorized Jury Duty shall be signed every week by the Court stipulating the dates of Jury Duty and the number of days

served that week. Failure by an employee to report to his/her Department Head on days when he/she is excused from reporting for Jury Duty will result in a loss of Bridge pay.

ARTICLE XIII

DUES CHECK OFF

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

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

SECTION 3. The Association will provide the necessary "check-off" authorization form and will secure the signatures of its members on the forms and deliver the completed forms to the Accounting Department.

SECTION 4. The Association shall save harmless the Commission and its agents from all claims, demands, suits or other forms of liability which may arise from the processing of these forms and the deduction made except for errors made by the Commission and/or its agents. Submission of such forms and any official notification by the Association of change in deductions is solely the responsibility of the Association.

SECTION 5. The Association further agrees to certify to the Commission, in writing, any change in the rate and terms of deduction of the Association, 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 6 Any dues deduction authorization may be withdrawn by the filing of notice of such withdrawal with the Association and Commission. The withdrawal shall be effective to halt deductions in accordance with N.J.S.A. (R.S.) §2:14-15.9e as amended.

SECTION 7. The Association recognizes its responsibility to represent any employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit and shall apply to all employees whether or not they are members of the Association

Association

ARTICLE XIII-A

AGENCY SHOP

SECTION 1 The Commission agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

SECTION 2. The deduction shall commence for each employee who elects not to become a member of the Association in accordance with N.J.S.A. 34:13A-5.8.

SECTION 3. The Association shall indemnify, defend and save the Commission harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the

Association to the Commission, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction

SECTION 4 The Commission agrees to an agency fee of eighty-five percent (85%) only so long as such provision may be lawfully enforced. In the event such provision may not be enforced, or is changed by law, the parties will enter into negotiations on this Article (as the sole exception to Article XXII, Section 4 of this Agreement)

ARTICLE XIV

OVERTIME MEAL ALLOWANCE, MILEAGE AND

TOWER OPERATOR EXAMS

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 as follows:

October 1, 1993 - \$10.00

October 1, 1994 - \$10.50

October 1, 1995 - \$11.00

SECTION 2. MILEAGE

Mileage for Bridge Commission business shall be reimbursed at the rate set by the Internal Revenue Service regulations and shall be adjusted within thirty (30) days of the date of any rate change made by the Internal Revenue Service. Mileage requests must be approved by an authorized signer submitted on the proper form. The Executive Director shall establish a policy for determining Bridge Commission business for mileage purposes.

SECTION 3. TOWER OPERATOR EXAMINATIONS

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

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1. In order that the grievance procedure can operate smoothly and expeditiously for the best interest of both parties to this Agreement, it is agreed that one (1) person in the Association from each bridge shall be delegated to process grievances and disputes. Their names will be placed on file with the Commission's Personnel Director.

The Commission Personnel Director shall maintain a file of the grievances and disputes and be the liaison representative for the Executive Director and the Commission on all personnel matters with the Association. He/she shall maintain a close working

relationship with all the employees and Association Officials and members of the Association. He/she shall aid and assist all employees, by advice and counsel, regarding their employment with the Bridge Commission

SECTION 2. Whenever an employee or group of employees has a question, dispute or matter of complaint which concerns their conditions of employment they shall, within ten (10) days of the occurrence of the grievance follow the ensuing procedure.

STEP 1. A grievance shall first be discussed with the immediate supervisor within the aforementioned ten (10) days of its occurrence. Immediate supervisor is defined to be the Toll Inspector. The employee shall do this in the company of the Steward or other Association representative. Persons involved will make every effort to resolve the problem at this level. If required, the Toll Inspector shall make whatever investigation is necessary and shall give an answer orally to the employee and the Association within two (2) working days after the date of discussion.

STEP 2. If the employee is dissatisfied with the decision the grievance may be submitted, in writing, to the Toll Administrator within three (3) working days after receipt of the response at Step 1. Such complaint shall stipulate the specific nature of the grievance, the result of the previous step, and the basis of dissatisfaction with the first-step answer. In order that a fair and just decision can be made, the management person shall hold a meeting with the employee, an Association representative, and any other person he/she feels will help solve the problem. The management person shall render a decision within five (5) working days after the meeting

SECTION 2. The Executive Director shall have the right to discipline an employee for just cause. In order to insure fairness and equity of disciplinary action, discipline procedures must be instituted within one month of the date the Executive Director learns of the facts on which the discipline is based, but no more than two (2) years from the date of the incident on which the incident is based. To assure that discipline is administered as promptly and reasonably as possible, the procedures set forth hereafter shall be followed.

SECTION 3. Employees to be disciplined shall be notified in writing. The notice shall contain

- a. The date of the notice
- b. The date the notice has been served on the individual.
- c. The charges against the individual
- d. The specifics of the charges including, but not limited to the date(s) of any alleged offense(s) and the nature of the offense together with the rule, regulation, or procedure violated.
- e. The extent of the proposed disciplinary action (number of days suspension, discharges, etc.).
- f. If applicable, notice that the employee has the right to appeal the discipline and request a hearing.

SECTION 4. In Disciplinary Action matters involving a suspension of five (5) working days or less, the employee shall have no right of review of the decision of the Executive Director. The employee and a union representative shall be entitled, upon

request, to a meeting with the Executive Director or person designated by the Executive Director prior to the imposition of a suspension of five (5) working days or less

SECTION 5. In Disciplinary Action matters involving a suspension of more than five (5) working days, provided the employee so requests, a hearing will be conducted by one of the Commissioners designated by the Chairman.

Upon the designation of a Hearing Officer-Commissioner, he/she shall convene a hearing at the earliest date mutually agreeable to the parties, including the Association representative. The Hearing Officer-Commissioner shall render a written decision within ten (10) working days of the hearing. The employee shall have the right to appeal from such decision to the Commission by notifying the Commission, in writing, through the Executive Director, within ten (10) working days after receipt of the hearing officer's decision.

In the event of such an appeal, the Commission shall render a decision at or before the next succeeding Commission meeting

SECTION 6. At all hearings, the employee shall have the right to be present, to be accompanied and represented by a person of his/her own choosing, including an attorney-at-law, but without expense to the Commission. Such employee shall be confronted with the witness(es) against him/her, may cross examine any or all of such witnesses, may testify in his/her own behalf but shall not be required to testify, and may produce any other witness(es), all of whom shall be subject to cross examination. Co-workers may attend any hearing as a witness and management will require such employee to attend and

compensate the employee(s) for required attendance. The attendance of any other witnesses shall be at no expense to the Commission.

All hearings shall be taken down stenographically or by tape recorder. Such records shall be kept pending the outcome of any appeal.

SECTION 7. The Commission agrees to notify the Association in writing, of its disciplinary action against employees subject to this Agreement and recognizes the Association's right to represent these employees. The Commission further agrees to notify the employee when any derogatory material with respect to his/her conduct or service is placed in his/her personnel file.

SECTION 8. It is understood that any disciplinary action, initiated by the Commission against any member of the Association does not constitute grievable matters.

SECTION 9. The Commission, or any of its agents, may remove from Commission property any employee who is unfit for duty or who shall jeopardize the safety and welfare of the public or any person.

SECTION 10. The Executive Director or his/her delegated authority, shall have the right to suspend immediately any employee for an alleged criminal violation during the pendency of his/her trial. Said criminal violation shall not include those violations which customarily come within Title 2A:170 (Disorderly Persons). Notification of suspension shall be given to the President of the Association within 24 hours. Such information shall remain confidential until it may be officially released.

SECTION 11. The time limits set forth herein for filing and appealing may be extended by mutual consent of the parties. Failure on the part of the Commission to reply

within the time limits for responses shall be deemed as forfeiture of the Commission's right to further proceed with disciplinary action against an employee.

ARTICLE XVII

ASSOCIATION REPRESENTATION

SECTION 1.

(a) The Association shall file in writing, with the Commission, the names of the elected representatives of the Association. Upon prior notice to and authorization of the Commission's Representatives, the Officers so designated shall be permitted to visit any Commission facility.

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

SECTION 2. The Commission agrees to pay Association representatives for time spent during their regular work hours in the processing of valid grievances, contract negotiations and/or the defense of any employee in Disciplinary Action, on either Bridge (Palmyra or Burlington), limited to not more than one (1) representative at one time.

SECTION 3. The Commission shall release from work assignment with pay one representative of the Toll Department for a period of three (3) days each year to attend and participate in the N.J. State AFL/CIO Convention and one representative for a period of five (5) days every other year to attend the International Federation of Professional and Technical Engineers, AFL/CIO International Convention.

ARTICLE XVIII

WORKING CONDITIONS

SECTION 1. The Commission and the Association agree to cooperate in providing measures which will continue to make employees' working conditions and surroundings pleasant. The Association agrees that all employees shall care for and make proper use of tools, equipment and clothing issued by the Commission. Destruction of or abuse of Commission property shall be cause for disciplinary action.

SECTION 2. Employees, except during emergencies, and so long as employees are mentally and physically capable, shall be assigned work within their job description as set forth in Article XIX and the terms of this Agreement.

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

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

ARTICLE XIX

JOB DESCRIPTION

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

- Tower Operator
- Toll Collector

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

ARTICLE XX

MUTUAL COOPERATION

SECTION 1. The Association and the Commission agree that mutual cooperation is necessary for the Commission to carry out its public responsibility of maintaining a high level of service to the public

SECTION 2. The parties agree to resolve problems arising from differences through the Grievance and Disciplinary Action procedures contained herein.

SECTION 3. The parties agree that the pursuit of harmonious relations between the Association and the Commission is the continuing intent of the parties, recognizing the mutual responsibility of each under Chapter 303, P.L. 1968

SECTION 4. The Commission agrees that the provisions of this Agreement shall be carried out in all respects through the term of this Agreement and assures the Association compliance by its personnel.

SECTION 5. The Association agrees that this Agreement was reached in good faith pursuant to Chapter 303, P.L. 1968, and to abide by the terms and conditions of this Agreement through the term of the Agreement

SECTION 6. The Association further agrees that, during the term of this Agreement, it shall cause no strikes, work stoppages, slow downs, or other acts of disharmony contrary to the intent of this Agreement or Law. The Association agrees that it has full responsibility for any such acts on the part of its members.

SECTION 7. In the event of any such acts enumerated in Section 6 of this Article, the Association agrees that any and all such members so engaged shall be immediately

subject to disciplinary or dismissal action. The Association further agrees that it will immediately notify all its members that any such action is not sanctioned by the Association and that the Association joins with the Commission in insisting that all employees cease and desist immediately

SECTION 8. The Association further agrees that the Commission shall have any and all recourse in law to restore normal working operations, including action against individual employees, the Association and its representatives.

SECTION 9. The Association acknowledges that the employees represented by the Association are public employees within the meaning of Article I, Paragraph 19 of the New Jersey Constitution (1947), and, while entitled to the rights and privileges guaranteed public employees under the law, such employees are subject to the limitation upon their rights established by law.

ARTICLE XXI

COMMISSION RIGHTS, JURISDICTION AND

MAINTENANCE OF STANDARDS

SECTION 1. It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the Commission Included in this responsibility, but not limited thereto, is the right, in accordance with applicable laws, to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions, the right to suspend, discharge, demote or take other

disciplinary action, and the right to release employees from duties because of lack of work and other legitimate reasons.

SECTION 2. The Commission shall retain the right to maintain efficiency of the operations by determining, in its discretion, the methods, the means, and the personnel by which such operations are conducted and shall also have the right to take whatever actions are necessary to maintain the continuous operations and maintenance of the Palmyra and Burlington Bridges to the best interest of the general public

SECTION 3. The right to make reasonable rules and regulations shall be considered acknowledged functions of the Commission. In making rules and regulations relating to personnel policy, procedures, and practices and matters of working conditions, the Commission shall give due regard and consideration to the obligations imposed by this Agreement.

SECTION 4. The Commission, in its discretion, shall continue to exercise exclusive jurisdiction in determining the number of employees required and assigned at all facilities. The Commission shall continue to determine the number and classifications of all personnel and equipment required to properly operate and maintain the Bridges under its jurisdiction, the number of men/women and equipment required for the performance of any particular operation in any building or location and the assignment of personnel for special tasks outside of their normal assignment. In addition thereto, the Commission shall continue to determine the necessity of shifting personnel to other than assigned duties or locations on any day or days or nights. The Commission shall also continue to determine

the number of part-time and temporary employees required and the location to which such personnel shall be assigned.

SECTION 5 The Commission shall continue to exercise exclusive jurisdiction in determining the necessity for the use of outside contractors and the rental of equipment, including operators when required in its judgment. It shall also continue to determine the items of work to be performed by outside contractors.

SECTION 6 This Agreement shall be binding upon the parties hereto, their successors and assigns

ARTICLE XXII

LEGAL APPLICATION

SECTION 1. Either party to this Agreement may seek legal relief or enforcement of the provisions herein

SECTION 2. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

SECTION 3. It is further agreed that, in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate, concerning the modification or revision of such clause or clauses.

SECTION 4. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

USE OF COMMISSION PROPERTY AND BULLETIN BOARDS

SECTION 1. When requested in writing, the Commission will allow the Association to conduct meetings on Commission property at the sole discretion of the Commission. In cases of emergency a verbal request will be honored, subject to written confirmation being filed with the Commission.

SECTION 2. The Commission will provide bulletin boards and/or provide space at each Bridge for use by the Association for posting announcements and notices relating to meetings and official Association business. All notices shall contain only matters of official business, and shall be non-political in nature. All notices shall be approved for posting and signed by an Association officer or his designee.

SECTION 3. The Commission shall maintain bulletin boards and/or space at each bridge for the purpose of posting general directives and notices. All employees during any tour of duty shall be deemed to have read and to have become familiar with all items posted as if they had signed such notice. Copies of such bulletin board notices shall be

given to the Association representative on each bridge. All official notices so posted shall be signed or approved by a Commission representative

ARTICLE XXIV

PENSION AND RETIREMENT

SECTION 1. The Retirement Policy adopted by the Bridge Commission on May 6, 1969, which is incorporated in the official Bridge Commission minutes, is incorporated in this Agreement, subject to the laws of the State of New Jersey pertaining to the Public Employees' Retirement System.

SECTION 2. Employees retiring on or after October 1, 1990 shall be eligible for the following benefits

Below age 65 - Blue Cross, Blue Shield, Major Medical or HMO and Prescription Coverage. In addition, a \$5,000 life insurance policy shall be maintained for the employee.

Age 65 and Over - Blue Cross, Blue Shield and Prescription Plan Coverage. A \$5,000 life insurance policy shall be maintained for the employee. In addition, the Commission will contribute one-half the cost of the Medicare Coverage for the employee and the employee's spouse, if applicable.

ARTICLE XXV

MEDICAL COVERAGE

SECTION 1. The Commission agrees to pay the entire cost of Blue Cross and Blue Shield and Prevailing Fee under Blue Shield, joint Blue Cross and Blue Shield benefits under Rider "J", providing comprehensive coverage with a 365 day maximum hospitalization and outpatient Rider "J" with a limit of \$300. Also, Major Medical Coverage with a deductible of \$100 per person up to two persons with a maximum of \$200 and a co-payment of 80-20 with a "cap" of \$1,000 after which the plan will pay 100% up to a maximum of \$1,000,000.

SECTION 2. The Commission agrees to pay the cost of a full-family Dental Plan with coverage for fillings, extractions and gum disease equal to 80% and Orthodontics coverage with a maximum of \$1,500.00.

SECTION 3. The Commission agrees to pay the cost of a full-family Prescription Medicine Plan wherein employees will be supplied membership cards requiring the payment of \$1 per prescription with the plan paying the balance

SECTION 4. The Commission shall provide a Vision Care Plan through the use of participating doctors to provide 100% of cost for examinations, lenses and frames every 12 months.

SECTION 5. The Commission shall provide an Employee Assistance Program.

SECTION 6. Certificates of Insurance and brochures will be given to all employees. Details of policies shall be available for examination at all times in the Personnel Office. Insurance coverage shall be contingent upon proper and timely

enrollment in the program by employees and shall commence only on the date of eligibility and upon the filing of written notice with the Commission's Personnel Department. All employees enrolled at the time of this Agreement shall be deemed to continue to be enrolled and shall not be required to file new forms.

SECTION 7. The Commission reserves the right to change insurance carriers or to self-insure so long as substantially similar benefits are provided and there is no loss of coverage to employees.

ARTICLE XXVI

SICK, ACCIDENT AND LIFE INSURANCE

SECTION 1. The Commission will process the enrollment of all employees under the State Disability Fund with payments to the Fund to be made in accordance with the provisions of that Fund.

SECTION 2. The Commission shall provide life insurance with a death benefit of \$10,000.00 and an accidental death benefit of \$10,000.00 at no cost to the employee.

ARTICLE XXVII

WORKMEN'S COMPENSATION SUPPLEMENTAL PAY BENEFITS

SECTION 1. The Burlington County Bridge Commission Resolution No. 66-13, dated May 18, 1966, in the official Bridge Commission minutes, is incorporated as part of this Agreement. It covers the policy affecting pay benefits for Bridge employees who are receiving workmen's compensation payments.

ARTICLE XXVIII

UNIFORM AND DRY CLEANING ALLOWANCE

SECTION 1. The Commission agrees to provide to the employees one pair of black shoes per year, as well as reflecting rain gear.

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

- (a) First pay in April 1994: \$310.00
- (b) First pay in April 1995: \$320.00
- (c) First pay in April 1996: \$330.00

ARTICLE XXIX

TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of October 1, 1993. It shall be binding upon the Commission and the Association through September 30, 1996, and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least one hundred twenty (120) days prior to the expiration of the term or any extended term of the Agreement, of a desire to make a change in the Agreement or renegotiate a new contract.

SECTION 2. If either party gives notice to the other pursuant to Section 1 of this Article, then within ten (10) days from the service of said notice, representatives of the Commission and the Association shall meet to begin discussions and negotiations.

ARTICLE XXX

INCENTIVE PROGRAM

SECTION 1. The Burlington County Bridge Commission is desirous of

maintaining an atmosphere of mutual cooperation with its employees. In order to establish an avenue for such operation, the Bridge Commission has established a suggestion and incentive program.

SECTION 2. Locked suggestion boxes will be placed in appropriate positions throughout the Commission establishment. Suggestions will be collected and will be reviewed by the Executive Director assisted by appropriate supervisory personnel. Those having merit will be presented to the Bridge Commissioners along with a recommendation for a suitable monetary incentive reward to the person making the suggestion. Suggestion forms will be supplied.

ARTICLE XXXI

COST OF AGREEMENTS

The Commission agrees to pay the cost of printing booklets of this Agreement to be distributed to all employees of the bargaining unit.

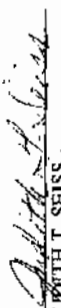
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hand and seal.

LOCAL 194A, INTERNATIONAL
FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS,
AFL/CIO (Toll Department
Employees)

By: 
HOWARD C. WASHINGTON,
President

BURLINGTON COUNTY BRIDGE
COMMISSION


J. GARFIELD DeMARCO,
Chairman


JUDITH T. SEISS,
Secretary-Treasurer

WITNESS:


FRANCIS A. FORST