

Contract no. 631

Part-Time Employees Agreement

INSTITUTE LABORERS
LOCAL 1000

RUTGERS UNIVERSITY



October 1, 1990 through September 30, 1993

LOCAL 194A, IFFTE, AFL/CIO

and

BURLINGTON COUNTY BRIDGE COMMISSION

AGREEMENT

THIS AGREEMENT entered into this 1st day of October, 1990, by and between the BURLINGTON COUNTY BRIDGE COMMISSION in the County of Burlington, New Jersey, hereinafter called the "Commission", and LOCAL 194A, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Commission and the Union.

ARTICLE I

RECOGNITION

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

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

SECTION 3. Part-time employees are defined as employees who work less than either an 8-hour day or 5-day week on a regular

basis and excludes all regular, full-time employees of the Commission.

ARTICLE II

INTENT AND PURPOSE

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

SECTION 2. The Commission and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age religion, sex, national origin or political affiliation.

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

ARTICLE III

HOURS OF WORK

SECTION 1. The Commission shall have the authority to

regulate the hours of work and type of shifts affecting part-time employees.

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

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

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

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

ARTICLE IV

FULL-TIME EMPLOYMENT

SECTION 1. Part-time employees who would like to be considered for full-time employment shall notify the Executive

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ARTICLE IV

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SECTION 1. Part-time employees who would like to be considered for full-time employment shall notify the Executive

Director, in writing. The Executive Director shall give consideration to such requests when a vacancy occurs and shall notify such employees, upon consideration, whether or not they will get the position.

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

ARTICLE V

WAGES AND LONGEVITY

SECTION 1. Employees shall be paid on the basis of a four-step scale based on hours worked. Current wage scales are attached hereto and are a part of this Agreement. The first step shall represent the "Probationary Rate". Employees will advance along the wage scale on the basis of hours, attaining each higher step at the conclusion of each 1,000 hours worked.

SECTION 2. Employees shall receive a longevity payment which shall be paid with the first pay in December of each year. To be eligible, an employee must reach the required years of service, effective his/her anniversary date and be an employee on the December payment date as follows:

- a. An employee with 5 to 9 years of service shall receive \$175.00.
- b. An employee with 10 to 14 years of service shall receive \$275.00.

c. An employee with 15 to 19 years of service shall receive \$375.00.

d. An employee with 20 years or more of service shall receive \$425.00.

e. Longevity payments shall not be cumulative.

f. A "year of service" for longevity purposes shall mean a calendar year of employment where the employee works a minimum of 500 hours.

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

Memorial Day	Labor Day	Christmas Day
Independence Day	Thanksgiving Day	New Years Day

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

SECTION 4. When an employee is called in for work, he/she shall be guaranteed a minimum of two (2) hours pay.

ARTICLE VI

UNIFORM AND CLEANING ALLOWANCE

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

SECTION 2. The Commission shall provide each employee, who works a minimum of 500 hours, with one (1) pair of shoes,

annually, consistent with the colors of the uniforms and employees shall be required to wear such shoes while on duty unless medically prevented from doing so.

SECTION 3. The Commission agrees to pay to the employees the sum of \$50.00 for each 500 hours worked for a cleaning allowance.

ARTICLE VII

OVERTIME MEAL ALLOWANCE AND PAYMENT IN LIEU OF BENEFITS

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

October 1, 1990 - \$8.50

October 1, 1991 - \$9.00

October 1, 1992 - \$9.50

SECTION 2. PAYMENT IN LIEU OF BENEFITS. Effective October 1, 1990 each wage scale step shall receive an increase of ten percent (10%) in lieu of Health, Vacation, Sick Leave and Personal Leave Benefits.

ARTICLE VIII

DUES CHECK OFF AND AGENCY SHOP

SECTION 1. The Commission agrees to deduct from the

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

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

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

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

ARTICLE IX

GRIEVANCE PROCEDURE

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

Step 1. A grievance shall first be discussed with the appropriate supervisor at the respective bridges within ten (10) days of the occurrence. Every effort shall be made to resolve this

problem informally at this level. If required, the supervisor shall make whatever investigation is necessary and shall provide an oral answer to the employee and the Union within two (2) working days after the date of the discussion.

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

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

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

ARTICLE X

DURATION

SECTION 1. This Agreement shall be effective as of October 1, 1990. It shall be binding on the Commission and the

Union through September 30, 1993 and thereafter from year to year unless either party hereto shall notify the other in writing, at least 120 days prior to the expiration of the term or any extended term of this Agreement of a desire to make a change in the Agreement or renegotiate a new contract.

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

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

ARTICLE XI

MISCELLANEOUS

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

SECTION 2 Any problems or difficulties as to the application of the terms of this Agreement between the Commission and the Union shall be resolved by a meeting between the parties at which time an effort will be made to resolve any misunderstanding or misinterpretation. Such meeting will take