

Contract no. 656

Toll Supervisors & Assistant Supervisors Agreement



INSTITUTIONAL AGREEMENT
RUTGERS UNIVERSITY

October 1, 1990 through September 30, 1993



PREAMBLE

THIS AGREEMENT entered into as of the 1st day of October, 1990, by and between the BURLINGTON COUNTY BRIDGE COMMISSION, in the County of Burlington, hereinafter called the "Commission", and INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS LOCAL 193D, AFL/CIO & CLC, 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 sole majority representative of all Toll Supervisors and Assistant Supervisors employed by the Burlington County Bridge Commission ("Bargaining Unit") in accordance with and pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.). All other employees, managerial executives, confidential employees, police, all non-supervisory employees, professional employees and craft 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 their Public Employees' Pension System under the appropriate section of N.J.S.A. 43:15A-1 et seq.

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. This Agreement is entered into in consideration of mutual performance in good faith by both parties and expresses the full and complete understanding with respect to terms and conditions of employment. All agreements arrived at during negotiations concluded by this Agreement are set forth herein, and this Agreement shall not be changed, modified or added to except by written instrument signed by the parties hereto.

SECTION 4. There will be no discrimination by either party to this Agreement against any employee because of membership or non-membership or activity, or non-activity in the Union.

SECTION 5. The Commission agrees to send copies of all correspondence required by this Agreement to the Union President.

ARTICLE III

HOURS OF WORK

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 Union in advance of any such changes.

SECTION 2. 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.

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 services shall be terminated by:

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

SECTION 3. A new employee that is either new to the Bargaining Unit or in a new position in the Bargaining Unit shall be considered as a probationary employee during the first six (6) months of his employment in the new position.

Any such probationary employee may be removed or transferred at the discretion of the Executive Director and no appeal or review shall be permitted.

SECTION 4. If an employee is new to the Bridge Commission said new employee shall have no seniority during this period. Said new employee shall 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 probationary requirements and has been approved as a permanent regular employee, his seniority will commence as of the date he was placed on probation. If an employee does not successfully complete his probationary requirements, he shall be returned to his former department with no loss of seniority or benefits.

SECTION 6. 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 employees with the lowest seniority in the Bargaining Unit will be the first employee to be laid off.

The Commission further agrees that, in the event of call back in the Bargaining Unit, the last man laid off will be the first to be recalled for employment in the bargaining unit.

SECTION 7. An employee's "anniversary date", for pay purposes only, shall be the same date as his date of hire, unless changed by a promotion or work status.

ARTICLE V

PROMOTIONS

SECTION 1. It is agreed the Commission retains the right to maintain efficiency of the operations by determining the methods, the means, and the personnel by which such operations are conducted. The Commission may, but is not obligated, within its sole discretion, to achieve these aims, promote from within the Bargaining Unit or hire new employees not previously part of the Bargaining Unit.

SECTION 2. The Commission will post all vacancies in the Supervisor's department at both bridges, and will permit employees to bid for such vacancies. As set forth in Section 1 the Commission reserves the right to hire from outside the Bargaining Unit for any vacancy.

SECTION 3. With respect to the posting and bidding for all vacancies, posting shall contain the following:

- (a) Job Title and Eligibility Requirements;
- (b) Job Locations;
- (c) Expiration Date.

Job postings shall be for a minimum of five (5) days.

ARTICLE VI

RATES OF PAY AND LONGEVITY

SECTION 1. New rates of pay will become effective as of October 1, 1990 as shown on the Wage Scale.

(a) The pay increase shall be 6.0% of the employee's current annual salary for the first year of this Agreement.

(b) The pay increase shall be 6.25% of the employee's current annual salary for the second year of the Agreement.

(c) The pay increase shall be 6.5% of the employee's current annual salary for the third year of the Agreement.

(d) A probationary rate of pay for the position of Assistant Supervisor equal to 90% of the base salary for Assistant Supervisor for the first six months of employment upon transfer to or employment in the new position shall be paid.

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

	<u>10/1/90</u>	<u>10/1/91</u>	<u>10/1/92</u>
(a) Employees with 5 to 9 years of service shall receive:	\$ 350.00	\$ 450.00	\$ 550.00
(b) Employees with 10 to 14 years of service shall receive:	\$ 550.00	\$ 650.00	\$ 750.00
(c) Employees with 15 to 19 years of service shall receive:	\$ 750.00	\$ 850.00	\$ 950.00
(d) Employees with 20 years or more of service shall receive:	\$ 950.00	\$1,050.00	\$1,150.00

(e) Longevity payments shall not be cumulative.

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.

SECTION 3. 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 4. 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 5. Employees scheduled to work on a holiday having an authorized absence because of sickness on that day shall receive

one day's pay only as sick leave, and shall be charged with sick time used. The Commission may require a doctor's note to constitute authorized sick leave.

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

SECTION 7. Personal birthday holiday must be used as a day off by the employee or shall be forfeited unless said employee is required to work by the Commission. In that event compensatory time will be provided when possible to be scheduled.

ARTICLE VIII

VACATION

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

SECTION 2. Vacation period 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 of 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 will be granted the number of vacations days listed in the following schedule:

0-1 year of service.....1 vacation day with
pay per month (working days)

2-5 years of service.....	13 vacation days with pay (working days)
6-10 years of service.....	17 vacation days with pay (working days)
11-15 years of service.....	21 vacation days with pay (working days)
16-20 years of service.....	23 vacation days with pay (working days)
21-25 years of service.....	26 vacation days with pay (working days)
Over 25 years of service.....	30 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 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 (9) months or twenty (20) days.

SECTION 6. During the first year of employment, vacation time will accrue at the rate of one (1) day per month, starting with the calendar month following the date of the end of the employee's probationary period.

SECTION 7. Vacations shall be taken as follows:

Employees with thirteen (13) days vacation must take six (6) days as a unit, the remaining seven (7) 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 twelve (12)

days in units of six (6) days or in multiples thereof and the remaining days may be taken in units or in days during the year, it can be arranged. Emergency or special circumstances which require any deviation from this policy shall be submitted, in writing, by the person requesting such deviation to his supervisor, who, in turn, shall submit it to top management for approval or rejection.

SECTION 8. No arrangements or commitments of any kind should be made by requesting parties until they have received written permission granting their request, which response shall be provided as soon as reasonably possible.

SECTION 9. If upon separation from the Commission, unless terminated for just cause, an employee has authorized accrued vacation time earned in a previous year, he/she will receive vacation pay at his/her present rate for such accrued vacation time earned in a previous year, he/she will receive vacation pay at his/her 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.

SECTION 10. Vacation checks will be provided in advance upon written notice.

SECTION 11. Employees who have accrued more than one full year's vacation time may request cash payment for up to five 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 current employee's daily salary rate.

SECTION 12 (a) Employees requesting a vacation period over the Christmas or New Year's day Holidays shall submit such a request on or before November 1st. 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 November 15th.

(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.

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. 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 the end of the employee's probationary period. Thereafter, an employee shall accrue 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 15 days per calendar month.

SECTION 3. Sick time will be cumulative and will continue to accrue during paid sick time and vacation. Employees on a voluntary leave of absence, unpaid leave, suspension or workers' compensation leave will not accumulate sick or vacation time. If an employee is sick six (6) or more consecutive work days, a doctor's note will be required by the Commission.

SECTION 4. 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 5. In cases of prolonged illness, when an employee exhausts his current accrued sick leave, the employee may authorize the Commission's payroll department to use his accrued vacation time as sick leave. The employee must file the appropriate form.

SECTION 6. 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 7. In the event of illness or absence, an employee 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 8. 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 has at least 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 rate of pay 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.

When an employee, during a calendar year, uses sick leave in excess of 15 sick days accrued during the calendar year, he 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 9. Upon retirement, the retiring employee shall be compensated for his 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 10. 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 11. Five (5) sick days per year may be used by the employees as personal days such that the employees need not provide proof of sickness in order to make use of said sick days. 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.

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 shall be entitled to one (1) additional work day only.

ARTICLE XI

MILITARY LEAVE

SECTION 1. An employee (other than a temporary employee) who leaves a position with the Commission in order to be inducted in the armed forces of the United States, who completes his 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. Section 2021, 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 2 week leave of absence from his or her position without loss of pay in a calendar year, provided he makes a written request for such leave and provides to the Commission a copy of his or 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 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 or her military orders. Upon completion of his or 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. Section 2021, et seq.

ARTICLE XII

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

SECTION 1. When an employee receives his official notification to report for Jury Duty, he shall immediately contact the Accounting Department through his supervisor. The Accounting Department will provide him with 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 regular pay check on his regular pay day, with the understanding that, when he receives his "Jury Duty Hours and Mileage Check", he will assign it to the Commission (Accounting Department) for the proper per diem deductions owed to the Commission. The Accounting Department will then issue to the employee as an "Adjustment Check" for any balance due including the

mileage that was shown on the "Jury Duty Hours and Mileage Check".
SECTION 3. No per diem deduction will be made from the "Jury Duty Check" for days that the employee serves on the Jury on his scheduled days off.

SECTION 4. Failure of an employee to report to his department head on days when he is excused from reporting for Jury Duty will result in a loss of Bridge pay.

SECTION 5. 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.

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 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 supplied by the Union and verified by the Commission, beginning with the first pay check of the month next following receipt of authorization by the Commission.

SECTION 3. The Union 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 Union 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 such by the Commission and/or its agents. Submission of such forms and any official notification by the Union of change in deductions is solely the responsibility of the Union.

SECTION 5. The Union further agrees to certify to the Commission, in writing, any change in the rate and terms of deduction 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 6. Any dues deduction authorization may be withdrawn by the filing of notice of such withdrawal with the Union and Commission. The withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

SECTION 7. The Union recognizes its responsibility to represent any employees in the bargaining unit fairly and equally, without regard to Union 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 Union.

ARTICLE XIV

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 Union 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 Union in accordance with

N.J.S. 34:13A-5.8.

SECTION 3. The Union shall indemnify, defend and save the Commission harmless from and 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 Union to the Commission, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

SECTION 4. The Commission agrees to an agency fee of eighty-five (85%) percent 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 of this Agreement).

ARTICLE XV

MILEAGE

SECTION 1. Mileage for Bridge business shall be reimbursed at a rate of \$0.255 per mile or the Internal Revenue Service rate, when 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.

ARTICLE XVI

GRIEVANCE PROCEDURE

SECTION 1. Whenever an employee or group of employees have a question, dispute or matter of complaint which concerns their terms

and conditions of employment as set forth in this Agreement they shall, follow the ensuing procedure.

STEP 1. A grievance shall first be submitted in writing to the Superintendent of Tolls within ten (10) days of its occurrence. Persons involved will make every effort to resolve the problem at this level. The Superintendent of Tolls shall make whatever investigation is necessary and conduct a meeting with the employee and a Union representative within five (5) working days and shall give an answer in writing to the employee and the Union within ten (10) working days after the date of the meeting.

STEP 2. If the employee is not satisfied, he may proceed to submit the grievance to the Executive Director by sending a copy of the original grievance and the written answer received at Step 1, requesting a hearing. The Executive Director shall hold a hearing with the employee and an officer of the Union within ten (10) working days of receipt of the appeal. All parties shall have a right to present witnesses and evidence in support of their position. The Executive Director, or his/her designee, shall render a decision in writing within ten (10) working days after the meeting.

STEP 3. Only if a grievance constitutes a controversy arising over the application, interpretation, or alleged violation of the terms and conditions expressed in this Agreement, may the Union take the matter to Arbitration by serving written notice on the Executive Director and the Disputes Settlement Division of the Public Employment Relations Commission. Selection of the

arbitrator shall be in accordance with Public Employment Relations Commission rules. The fees and expenses of the arbitrator shall be paid by the loser of the case. All other expenses and costs, including those involving counsel and witnesses, shall be paid by the party incurring same. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in this grievance. The arbitrator shall also be bound by applicable law and shall have no authority to add to, modify, detract from or alter in any way the provisions of the agreement. The decision of the arbitrator shall be in writing with reasons therefor.

SECTION 2. With respect to Steps 2 and 3 of the Grievance procedure, an employee and/or the Union must submit the Grievance to the Executive Director and/or request arbitration within ten (10) working days after receipt of the decision at the prior step. The time limits set forth herein may be extended by mutual consent of the parties.

Failure on the part of the employee and/or Union to comply with the time limitations set forth at each step of the Grievance procedure shall be deemed to be a waiver by the employee and/or Union of any right to continue to the next Step. Failure on the part of the Commission to comply with the time limitations for responses shall be deemed a denial of said Grievance, and permit the employee and/or Union to process to the next Step of the Grievance process.

ARTICLE XVII

DISCIPLINARY ACTION

SECTION 1. Each employee should clearly understand the rules and regulations promulgated by the Commission. Copies of rules and regulations shall be presented to each member of the Bargaining Unit and to all newly-employed personnel. Employees and the Union President will be notified in writing of any changes in the rules and regulations.

Each employee is obligated to conform, comply, and to carry out these rules and regulations. Violations by omission or commission shall constitute reasonable cause for the initiation of disciplinary action. The Executive Director shall be responsible for the communication of all changes, modifications or amendments to the employees.

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 action 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, discharge, 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 Union 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. The Union shall be entitled to obtain a copy of a transcript or record of the proceedings at its own expense.

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

SECTION 8. It is agreed and understood that any disciplinary action, initiated by the Commission against any member of the Union does not constitute a grievable matter.

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 Union 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 XVIII

UNION REPRESENTATION

SECTION 1. The Union shall file in writing, with the Commission, the names of the elected representatives of the Union, including those responsible for processing grievances.

SECTION 2. The Commission agrees to pay Union representatives for

time spent during their regular work hours for attendance at grievance hearings, contract negotiations or employee disciplinary hearings, limited to not more than one (1) representative at one time. The Commission agrees to pay Union representatives for processing grievances subject to a one (1) hour maximum, provided there is no interference with job responsibilities and duties.

SECTION 3. The Commission, in its discretion, agrees to release from work assignment, without pay, Union representatives for the purpose of meeting with Commission representatives in matters not referred to in Section 2 above.

SECTION 4. The Commission shall release from work assignment with pay one officer of the Union for a period of three (3) days each year to attend and participate in the New Jersey State Convention and one officer 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 XIX

JOB DESCRIPTION

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

Toll Supervisor

Assistant Toll Supervisor

ARTICLE XX

MUTUAL COOPERATION

SECTION 1. The Union 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 Commission agrees that the provisions of this Agreement shall be carried out in all respects through the term of this Agreement and assures the Union compliance by its personnel.

SECTION 4. The parties agree that the pursuit of harmonious relations between the Union and the Commission is the continuing intent of the parties, recognizing the mutual responsibility of each under Chapter 303, P.L. 1968.

SECTION 5. The Union 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 Union 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 Union 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 5 of this Article, the Union agrees that any and all such members so engaged shall be immediately subject to disciplinary or dismissal action. The Union further agrees that it will immediately notify all its members 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 8. The Union further agrees that the Commission shall have any and all recourse in law to restore normal working operations, including action against individual employees, the Union and its representatives.

SECTION 9. The Union acknowledges that the employees represented by the Union 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 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 sole 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 employees 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 of any day or days or nights.

SECTION 5. The Commission shall continue to exercise exclusive jurisdiction in determining the need for use of 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 Union to conduct meetings on Commission property at the sole discretion of the Commission. In case 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 Union for posting announcements and notices relating to meetings and official Union 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 a Union 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 Union 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 Employee's Retirement Pension System.

SECTION 2. Employees retiring as of 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 & 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 limits 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.

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 the cost for examinations, frames and lenses 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 in the amount of \$10,000 for death or accidental death, 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, on an as needed basis, as well as reflecting rain gear.

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

allowance:

- (a) First pay in April 1991: \$250.00
- (b) First pay in April 1992: \$275.00
- (c) First pay in April 1993: \$300.00

**ARTICLE XXIX
TERM OF AGREEMENT**

SECTION 1. This Agreement shall be effective as of October 1, 1990. It shall be binding upon 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 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.

**ARTICLE XXX
COSTS 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 hands and seals.

**INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 193D, AFL/CIO
& CLC**

By *James Mathews*
James Mathews, President
Robert Rein
Robert Rein

**BURLINGTON COUNTY BRIDGE
COMMISSION**

By *J. Garfield DeMarco*
J. Garfield DeMarco, Chairman
Judith Seiss
Judith Seiss, Secretary

SALARY SCALE

October 1, 1990 to September 30, 1991

	Probationary Rate	Step (1)	Step (2)	Step (3)	Step (4)
Supervisors		39,055	39,742	39,989	40,126
Assistant Supervisors	32,411	36,013	36,550	37,086	37,622

October 1, 1991 to September 30, 1992

Supervisors		41,496	42,226	42,488	42,634
Assistant Supervisors	34,437	38,264	38,834	39,404	39,974

October 1, 1992 to September 30, 1993

Supervisors		44,194	44,971	45,250	45,405
Assistant Supervisors	36,676	40,751	41,358	41,965	42,572

Other than Probationary Rate, all salary levels shall be for a period of one (1) year.