

AGREEMENT

Between

BURLINGTON COUNTY BRIDGE COMMISSION

And

**THE BURLINGTON COUNTY BRIDGE POLICE ASSOCIATION
F.O.P. LODGE #115**

October 1, 2018 through September 30, 2023



TABLE OF CONTENTS

TABLE OF CONTENTS 2

Preamble 4

ARTICLE 1 4

Recognition 4

ARTICLE 2 4

Intent and Purpose..... 4

ARTICLE 3 5

Hours of Work and Overtime 5

ARTICLE 4 8

Seniority 8

ARTICLE 5 9

Promotions 9

ARTICLE 610

Rates of Pay.....10

ARTICLE 712

Holidays12

ARTICLE 813

Vacation Time13

ARTICLE 914

Sick Time.....14

ARTICLE 10.....15

Personal Time.....15

ARTICLE 11.....16

Bereavement16

ARTICLE 12.....16

Military Leave.....16

ARTICLE 13.....17

Union Dues.....17

ARTICLE 14.....18

Mileage.....18

ARTICLE 15.....18

<i>Grievance Procedure</i>	18
<i>ARTICLE 16</i>	20
<i>Disciplinary Procedure</i>	20
<i>ARTICLE 17</i>	21
<i>Police Association Representation</i>	21
<i>ARTICLE 18</i>	22
<i>Working Conditions</i>	22
<i>ARTICLE 19</i>	22
<i>Job Description</i>	22
<i>ARTICLE 20</i>	22
<i>Mutual Cooperation</i>	22
<i>ARTICLE 21</i>	23
<i>Rights, Jurisdiction and Standards</i>	23
<i>ARTICLE 22</i>	24
<i>Legal Application</i>	24
<i>ARTICLE 23</i>	24
<i>Use of Commission Property</i>	24
<i>ARTICLE 24</i>	25
<i>Pension and Retirement</i>	25
<i>ARTICLE 25</i>	26
<i>Health Coverage</i>	26
<i>ARTICLE 26</i>	28
<i>Sick, Accident and Life Insurance</i>	28
<i>ARTICLE 27</i>	28
<i>Workmen's Compensation</i>	28
<i>ARTICLE 28</i>	28
<i>Tuition Refund Program</i>	28
<i>ARTICLE 29</i>	29
<i>Term of Agreement</i>	29
<i>ARTICLE 30</i>	29
<i>Agreements</i>	29

Preamble

THIS AGREEMENT entered into this _____, and effective until September 30, 2023, is between the BURLINGTON COUNTY BRIDGE COMMISSION, hereinafter referred to as the "Commission", or "Employer", and the BURLINGTON COUNTY POLICE ASSOCIATION, F.O.P. LODGE #115, an affiliate of the FRATERNAL ORDER OF POLICE – NJ LABOR COUNCIL, Inc., hereinafter referred to as the "Police Association", "PA", or "FOP" (and together with the Commission, the "Parties").

ARTICLE 1 Recognition

SECTION 1. The Commission recognizes the Police Association as the exclusive majority representative of the regular and probationary Bridge Police Patrolman and Sergeants, in accordance with and pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1, et seq.). The Director of Public Safety, Lieutenants, part-time and temporary 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 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. Pursuant to Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974, as amended the Commission hereby agrees that every member of the negotiating unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

ARTICLE 2 Intent and Purpose

SECTION 1. It is the intent and purpose of the parties hereto, in entering into this Agreement, to set forth herein the entire agreement to be observed by the Parties hereto covering terms and conditions of employment.

SECTION 2. The provisions of this Agreement shall be applied to employees covered hereby without discrimination based on sex, marital status, sexual orientation, age, race, color, creed or Police Association activity.

SECTION 3. The Commission shall not discriminate in any way against any employee for Police Association activities or for Police Association membership as long as this activity does not in any way disrupt normal operations of the Police Department.

SECTION 4. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION 5. No Article or Subsection of this Collective Agreement shall be modified or altered without a duly executed instrument, in writing, executed by both Parties and ratified or adopted by their respective groups.

SECTION 6. The Burlington County Bridge Commission and the Police Association, F.O.P. Lodge 115, subject to ratification and approval, hereby agree to resolve all issues in dispute at interest arbitration as follows:

(1) The Parties shall establish binding arbitration as the final step of the grievance procedure covering issues of interpretation, application or claimed violation of terms of the contract. Discipline actions are eligible to be grieved but shall have a final step of a hearing before the Commission and shall not be subject to arbitration.

(2) The contract shall include a disciplinary procedure which shall be parallel to that set forth for police officers covered by N.J.S.A. Title 40A.

ARTICLE 3 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, in conformity with this Agreement.

SECTION 2. The normal work schedule will consist of twelve (12) hour work shifts, with employees working eighty-four (84) hours each pay period as scheduled. Each work shift shall include a three-quarter (3/4) hour lunch break. Each employee's work shift shall be determined by a schedule indicating his initial and concluding tour. Sunday at 0600 hours shall be considered as the start of the work week. Special shifts shall be established as deemed necessary.

Work schedules shall be posted thirty (30) days in advance. Subject to emergency requirements of the Commission, changes in the work schedule must be made by notice at least seventy-two (72) hours in advance, unless agreed to by the employee.

Any request by an employee for a work schedule change shall be submitted in writing at least ninety-six (96) hours prior to the requested schedule change. A response to the requested schedule change shall be given within twenty-four (24) hours. If no response is received, this shall be considered a denial of the request.

SECTION 3. 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 to fill such a vacancy. Every possible effort shall be made to keep the overtime equal among the employees of the Police Department, consistent with manpower and skill needs, as determined by supervision and as dictated by emergency conditions. The Director of Public Safety, will insure that an up-to-date overtime list is maintained. 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 offered shall not be charged on the overtime list. The Commission shall be solely responsible for determining overtime requirements.

SECTION 4. All police employees are eligible to receive overtime pay ("Overtime Pay"). Overtime Pay will be paid at 1.5 times the regular rate and will only be paid under the terms outlined in paragraphs A, B, C, D, E, F, G, and H listed below.

- A. Four (4) hours of worked time will be deducted from the employee's forty-eight (48) hour work week and be credited to the employee's thirty-six (36) hour work week, thereby raising the total pay hours of the thirty-six (36) hour work week to forty (40) hours.
- B. After complying with Paragraph A, the employee will then be paid overtime for all hours physically worked in excess of forty (40) worked hours during either week of a pay period.
- C. Whenever employees are attending in-service training classes or attending court, these hours shall be counted as physically worked hours.
- D. Overtime will be paid whenever an employee works in excess of twelve (12) hours within one calendar day or any hours worked in excess of forty (40) hours within one workweek.
- E. Overtime hours paid on a daily basis will not be used in counting weekly overtime hours.
- F. Sick hours and vacation hours shall be counted as hours worked.
- G. The employer reserves all of its rights and prerogatives to control and limit unneeded overtime and to investigate, detect and discipline for overtime abuse.
- H. Overtime for grants will be paid at the rate of \$50 per hour or any fixed amount required pursuant to the applicable grant, whichever is greater.

SECTION 5. When an employee is absent on a work day for Sick Time, Personal Time, Vacation or excused absence, credit of twelve (12) hours will be given towards hours worked except when an employee is scheduled for less than twelve (12) hours he/she will be paid for hours scheduled and charged sick or vacation time accordingly.

SECTION 6. Police employees who are called in for nonscheduled work shall be paid for four (4) hours overtime time, so long as time worked does not overlap, occur before, or immediately following the employees scheduled work shift. Employees shall be paid overtime pay for time worked prior to or following the employees scheduled work shift. Employees required to attend meetings will be guaranteed a minimum of two (2) hours pay.

SECTION 7. In the event of illness or absence, a police employee shall notify Bridge Authorities at least two (2) hours in the A.M. before his/her scheduled reporting time and at least three (3) hours in the P.M. 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. An employee, who must appear in court on bridge business, will be paid a minimum of two (2) hours pay. Whenever court time exceeds the two (2) hour minimum, the employee will be paid for the hours he/she spends in court when applied for on the prescribed form and approved by the Director of Public Safety, or his/her superior.

SECTION 9. A "Probationary Employee", defined below, attending police training school, at the direction of the Commission, shall do so in accordance with the following procedure:

- (a) When attending school an employee will be paid a per diem allowance of eight (8) times his/her regular hourly rate. This allowance shall apply equally to resident or non-resident students.
- (b) Absence from school for illness or other unavoidable reasons shall be reported to the school and the Commission immediately. If the absence is approved, the employee will be paid for the day and charged sick or vacation time if he has the accrued time available.
- (c) If, for any reason, the school is closed when the employee is scheduled to attend, he/she shall report to his/her superior for assignment to work at his/her regular duties.
- (d) While attending school an employee will be paid straight time for up to eight (8) hours in any one day. In the event an employee graduates from school and is immediately called in for duty without at least one day off after graduation, he/she will be paid overtime for hours worked in excess of forty (40) hours in accordance with Section 4 thereof.
- (e) While attending school, when an employee is working at his/her regular assigned duties, he/she will be paid in accordance with the provisions of Section 4 above.
- (f) When a probationary police officer is sent to a police training academy for police school training, he/she will be given \$100.00 expense allowance to be used for clothing, gasoline, etc.
- (g) Any employee who has attended and completed the police training academy while employed by the Commission, shall be required to continue his/her employment with the Commission for a period of at least two (2) years from the date of his/her graduation. In the event any such employee chooses to discontinue his/her employment before the expiration of two (2) full years he/she shall refund:
 - (i) Monies equal to 100% of all salary paid to him under Section 10(a) hereof in the event he/she leaves before the expiration of one (1) year.
 - (ii) Monies equal to 50% of all salary paid to him/her under Section 10(a) hereof in the event he/she leaves after one (1) year, but before the expiration of two (2) years.

This refund shall be made in full prior to employment termination.

SECTION 10. Firearms Qualification:

- (a) It is a condition of employment that a police officer must qualify in the use of his/her issued weapon on an approved pistol course according to the then current Attorney General regulations.
- (b) The Director of Public Safety, or highest ranking officer, shall schedule each police officer for pistol qualifying range time.
- (c) Straight time at the employee's hourly rate will be paid for approved hours physically worked on the pistol qualifying range. To receive payment for range qualification hours an employee must submit a signed "Payroll Authorization Form", or other form approved by the Commission, stipulating the number of hours on the range, and it shall be certified by the range

instructor and forwarded to the Director of Public Safety, or highest ranking officer, for his/her final approval.

(d) Straight time at the employee's hourly rate will be paid for approved hours of travel time for required training which takes place outside of Burlington County. If travel time is further than the employee's normal commute, they will be paid the difference in travel time.

SECTION 13. Only two (2) individuals per shift are permitted off for vacation, personal, or holiday leave, at the discretion of the Director of Public Safety, or designee, and based on operational needs.

ARTICLE 4 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
- (b) Justifiable discharge
- (c) Absence beyond an approved period of leave, or unauthorized absence for five (5) working days, after a hearing in which charges have been sustained.

SECTION 3. A new patrolman ("New Employee") shall be considered a probationary employee ("Probationary Employee") from the date he/she is hired as a full-time employee until the full probationary period of one (1) year has been successfully completed ("Probation Period"). The employee must have graduated and received a diploma from a police academy approved by the New Jersey Police Training Commission and by the Burlington County Bridge Commission. Any such Probationary Employee are at will employees and may be terminated or laid off at the discretion of the Executive Director without cause and no appeal or review shall be permitted.

SECTION 4. When a permanent employee of the Commission, who has completed his/her Probation Period, is transferred to the police department for the purpose of becoming a Bridge Patrolman, he/she will be considered a Probationary Employee as set forth in this Article, and his/her seniority in the police department shall commence as of the date of his/her transfer to the police department. "Probationary Requirements" include the satisfactory performance of all work duties: availability, behavior, work quality, work productivity and suitability for the position. If the employee does not successfully complete his/her "Probationary Requirements" the employee shall be returned to his/her former department with no loss of seniority or benefits.

SECTION 5. A New Employee has no seniority during the Probation Period. A New Employee will not be entitled to hospitalization, insurance, pension, vacation or sick benefits until sixty (60) days after his/her date of employment, or in the event a new employee attends police training school, said employee shall not be entitled to such benefits until sixty (60) days after satisfactory completion of the police training school.

SECTION 6. After a New Employee has completed his/her Probationary Requirements and has been approved as a permanent regular employee, his/her seniority for benefit purposes will commence as of the date he/she was hired. However, Police Department seniority will commence as of the date of his/her appointment to police officer status with all due consideration in the future for time and grade on the police department.

SECTION 7. 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 a call back in the bargaining unit, the last person laid off will be the first to be recalled for employment in the bargaining unit.

SECTION 8. An employee's "Calendar Anniversary Date" shall be the same date as his/her date of hire ("Date of Hire"), unless changed by a promotion or work status. Anniversary Date for contractual raises and incremental steps shall be October 1st of each Contract Year which shall be defined as each fiscal year that coincides with this contract. An employee's anniversary date, for seniority purposes only, shall be the same date as his/her Date of Hire, unless changed by a promotion or work status.

ARTICLE 5 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, within its discretion to achieve these aims, promote from within the bargaining unit the employee who is physically qualified and has the highest proficiency and skill available to perform the job.

SECTION 2. Personnel selected to perform in the Acting Sergeant position shall have a minimum of two (2) years of experience with the Police Department as a patrolman. Additionally, in order to be considered for promotion to Sergeant the member shall have at least three (3) years of experience with the Police Department as a patrolman.

SECTION 3. New hire employees on Probation are eligible to apply for Commission posted positions for employment. An employee who accepts another position with the Commission while on Probation shall be entitled to transfer "Probation Time" accumulated from date of hire toward the required Probation period for the new position.; part-time hours shall count in proportion to actual time worked (by way of illustration and example 20 hours per week for 6 months shall earn Probation Time credit of three (3) months).

ARTICLE 6 Rates of Pay

SECTION 1. Elimination of Steps, Promotion Structure, Percentage Raise & Stipend

Effective October 1, 2018 the step guide is abolished for employees hired after September 30, 2018. Employees hired after September 30, 2018 shall receive a 1.25% increase annually, during this contract, on the anniversary of their employment date.

All members employed as of September 30, 2018 shall receive the current rate for Sergeant, Detective Sergeant and First Sergeant if promoted during the term of this contract.

All members employed after October 1, 2018 shall receive an increase of 1.25% of their current salary upon promotion to Sergeant, Detective Sergeant or First Sergeant.

	STEPS	YEAR 1 WAGES	YEAR 2 WAGES	YEAR 3 WAGES	YEAR 4 WAGES
		10/01/18- 09/30/19	10/01/19- 09/30/20	10/01/20- 09/30/21	STEP GUIDE ABOLISHED
FIRST SERGEANT		\$43.76	\$44.31	\$44.86	
DETECTIVE SERGEANT		\$40.89	\$41.40	\$41.92	
SERGEANT		\$40.89	\$41.40	\$41.92	
PATROLMAN					
STEPS	6	\$37.31	\$37.78	\$38.25	
	5	\$31.54	\$31.93		
	4	\$29.23			
	3	\$26.91			
	2	\$24.58			
	1	\$22.58			

Year One:

- (a) 1.25 % raise for all members.
- (b) All members on either step 4 or 5 of the step guide shall move to step 6 effective October 1, 2018
- (c) All members on either step 2 or 3 of the step guide shall move to step 5 effective October 1, 2018.
- (d) Member HP upon completion of the initial probation period shall move to step 3.
- (e) All members on step 6 as of September 30, 2018 shall receive a stipend for reimbursement for of previously paid expenses in the amount of \$4500.00.

- (f) All members that are Sergeants as of September 30, 2018 shall receive a stipend for reimbursement of previously paid expenses in the amount of \$6000.00.
- (g) All stipends will be remitted before September 30, 2018.

Year Two:

- (a) 1.25% raise for all members.
- (b) All members on step 5 shall move to step 6 effective October 1, 2019
- (c) The member (HP) on step 3 shall move to step 5 effective October 1, 2019.
- (d) All members on step 6 as of September 30, 2019 shall receive a stipend for reimbursement of previously paid expenses in the amount of \$2000.00.
- (e) All members that are Sergeants as of September 30, 2019 shall receive a stipend for reimbursement of previously paid expenses in the amount of \$2500.00.

Year Three:

- (a) 1.25% raise for all members
- (b) The member on step 5 shall move to step 6 effective October 1, 2020.
- (c) All members on step 6 as of September 30, 2020 shall receive a stipend for reimbursement of previously paid expenses in the amount of \$2000.00.
- (d) All members that are Sergeants as of September 30, 2020 shall receive a stipend for reimbursement of previously paid expenses in the amount of \$2500.00.

Year Four:

- (a) All members shall receive a 1.25% increase.
- (b) The step guides are abolished for current employees effective October 1, 2021.
- (c) All members employed as of September 30, 2021 shall receive a stipend for reimbursement of previously paid expenses in the amount of \$2000.00.
- (d) All members that are Sergeants as of September 30, 2021 shall receive a stipend for reimbursement of previously paid expenses in the amount of \$2500.00.

Year Five:

- (a) All members shall receive a 1.25% increase.
- (b) All members employed as of September 30, 2022 shall receive a stipend for reimbursement of previously paid expenses in the amount of \$2000.00.
- (c) All members that are Sergeants as of September 30, 2022 shall a stipend for reimbursement of previously paid expenses in the amount of \$2500.00.

SECTION 2. ACTING SEARGEANT AND SERGEANT RATES.

Employees hired after October 1, 2018 working as Acting Sergeant (out of title) Year 1 will be paid at the rate of \$37.69. Employees hired after October 1, 2018 promoted to Sergeant in Year 1 will be paid at the rate of \$37.69. Employees hired after October 1, 2018 working as Acting Sergeant (out of title) or promoted to Sergeant in Years 2 through 5 shall receive \$37.69 unless such amount is less than or equal to the employee's current pay rate, in which case the employee shall receive a 1.25% increase.

SECTION 3. The Contract cycle October 1st through September 30th coincides with the fiscal year of the Commission. All employees except those on Probation receive only one increase per year on October 1st.

SECTION 4. Patrolmen in the Police Department who may be placed in the position of Acting Sergeant (normally this will be the patrolman who has seniority on the shift he/she is working) shall receive the hourly rate of pay for a sergeant for all hours worked in that acting position.

SECTION 5. STIPENDS.

Those employees who have earned the designation as an Emergency Medical Technician (EMT) shall in addition to their salary receive an annual stipend of Five Hundred Fifty Dollars (\$550) payable on the second pay period of November. Production of current certification is required.

Those employees who have earned the designation of Field Training Officer (FTO) as deemed by the Director shall, in addition to their salary, receive a stipend of Five Hundred Fifty Dollars (\$550) per year, payable on the second pay period of each November.

Those employees who have earned the designation of K9 Officer as deemed by the Director shall, in addition to their salary, receive a stipend of Three Thousand One Hundred Dollars (\$3,100) per year, payable on the second pay period of each November.

All stipends will be paid via separate check during the first regular pay in the month of October. Stipends will be remitted without regard for whether an employee participates in the Commission’s health insurance plan.

ARTICLE 7
Holidays

SECTION 1. The Commission recognizes the following holidays (“Holiday(s)”):

NEW YEARS DAY	INDEPENDENCE DAY	THANKSGIVING DAY
MARTIN LUTHER KING	LABOR DAY	DAY AFTER THANKSGIVING
PRESIDENTS DAY	COLUMBUS DAY	CHRISTMAS DAY
GOOD FRIDAY	ELECTION DAY	
MEMORIAL DAY	VETERANS DAY	

SECTION 2. Beginning October 1, 2018, holiday pay will be added to all members’ hourly rate and holiday pay will be remitted on the actual holidays instead of allocated throughout the year. Employees scheduled off on the Holiday shall receive one day’s pay (“Holiday Pay”), twelve (12) hours, for the Holiday.

SECTION 3. Employees who work on a Holiday shall be paid Overtime Pay for work performed in addition to Holiday Pay.

SECTION 4. Employees scheduled to work on a Holiday and having an authorized absence because of sickness on that day shall receive Holiday Pay only, and no other form of compensation, and be charged with Sick Time (defined below), 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 Time benefits under the Commission's Health Insurance Policy as defined below. The employee will also receive sick pay so long as he/she has Sick Time available.

SECTION 5. Holiday Pay will not be paid to any employee on a leave of absence without pay or who is on a suspended status.

SECTION 6. The Commission will not approve absences for employees scheduled to work on a Holiday. An employee who is scheduled to work on a Holiday and loses any time during his/her holiday shift(s), with the exception of an approved pre-scheduled vacation, shall forfeit that day's pay and twenty-four hours of Sick Time at the discretion of the Director of Public Safety. The Director of Public Safety's decision regarding the forfeiture of time is final and is not grievable, arbitratable or otherwise appealable.

ARTICLE 8 Vacation Time

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). The initial date for determining vacation time ("Vacation Time") will be the first day of the calendar month following the date of employment.

SECTION 3. When, in any calendar year, Vacation Time, or any part thereof, is not taken is the employee may request that the Commission defer the unused Vacation Time to the next calendar year. The Commission and Department may agree with and accept the employee's request to defer unused Vacation Time for a calendar year, if the Commission and the Department find that the time was not taken by reason of Commission business. Any unused Vacation Time that is deferred must be used by December 31, of the next succeeding calendar year. Any deferred Vacation Time not used by December 31 of the succeeding calendar year shall be lost.

SECTION 4. Vacation Time shall be granted in accordance with the following schedule:

Date of Hire until first January 1 st ...	8 hours per calendar month up to 96 vacation hours with pay
January 1st following the employee's Date of Hire.....	104 vacation hours with pay
January 1st following the employee's 4th Anniversary Date	136 vacation hours with pay
January 1st following the employee's 9th Anniversary Date.....	168 vacation hours with pay
January 1st following the employee's 14th Anniversary Date.....	184 vacation hours with pay
January 1st following the employee's 19th Anniversary Date.....	208 vacation hours with pay

Two hundred and forty (240) vacation hours has been permanently eliminated for current employees who have not attained twenty-four (24) or more years of service as of October 1, 2018 and for new employees hired after the execution of this contract Employees with 24 or more years of service as of 10/1/2014 shall continue to receive two hundred and forty (240) vacation hours with pay.

SECTION 5. No arrangements or commitments of any kind should be made by requesting parties until they have received written permission granting their request. The Commission's operation requires complete and proper police coverage at all times. Requests for vacation will be granted, as far as is practicable, provided at least seventy-two (72) hour notice is given to management, but no later than 12:00 p.m. on Wednesday, if vacation is being requested for a weekend day for the following weekend.

SECTION 6. If, upon separation from the Commission, an employee has authorized accrued vacation time earned in a previous year, he/she will receive Vacation Time pay at his/her present rate for such accumulated Vacation Time.

SECTION 7. Emergency or special circumstances which require any deviation from this policy shall be submitted, in writing, by the person requesting such deviation to his/her supervisor, who, in turn, shall submit it to top management for approval or rejection.

ARTICLE 9 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. Refer to the employee policy manual for compliance with FMLA and other provisions permitted by law.

SECTION 2. 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 eight (8) hours per month, starting with the calendar month following the date of employment until the first January 1st following the Date of Hire. Thereafter, an employee shall receive twelve (12) hours of Sick Time per month (144 hours per year) which shall be posted each year on January 1st to their benefit time account.

SECTION 4. Sick Time will be cumulative. Sick Time shall accrue during paid Sick Time and Vacation. Employees on a voluntary leave of absence status will not accumulate Sick Time or Vacation time. If an employee is sick forty-eight (48) continuous work hours or more, 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 or other justification relating to these patterns of chronic absences for the purpose of determining possible disciplinary action or dismissal.

SECTION 6. In cases of prolonged illness, when an employee exhausts his/her current accrued Sick Time, the employee may authorize the Commission's payroll department to use his/her accrued vacation as Sick Time. The employee must file the appropriate form.

SECTION 7. Prescribed forms and other reasonable proofs of the causes for the use of Sick Time may be required by the Commission when it considers such proofs to be necessary.

SECTION 8. Accrued Sick Time will be added to the employee's accumulated sick time. When an employee, during a calendar year, uses Sick Time in excess of the one hundred forty-four (144) sick hours accrued during that calendar year, he/she will use accumulated sick time.

SECTION 9. A bridge employee who retires, and receives retirement benefit payments in accordance with the rules and regulations of the New Jersey Public Employees' Retirement System, will receive a Burlington County Bridge Commission Sick Time benefit not to exceed the Sick Time benefit earned through October 1, 2012. The employee can accrue additional hours while employed but will not be included in the cash payment at retirement. For anyone hired after April 1, 1998 the maximum Sick Time benefit eligible for payment at retirement is not to exceed \$15,000.00.

SECTION 10. An employee in his/her twenty-third year of service with the Commission, who files and receives approval of his/her request to retire with not less than twenty-five years of service, may convert one-third of his/her accumulated unused Sick Time to cash in each of his/her last three years of his service. In lieu of receiving cash payments, the employee may request the payments be transferred to his/her deferred compensation plan provided that this request is approved by the deferred compensation plan and other regulatory agencies including but not limited to the IRS. In either case, employees are still bound by the requirements stated in Section 9.

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 Time calculated at the rate of one hundred (100%) percent of the per diem rate of pay as of October 1, 2012, except that compensation for the employee's accumulated Sick Time for employees hired after April 1, 1998, will be paid up to a maximum of fifteen thousand dollars (\$15,000.00).

ARTICLE 10 Personal Time

SECTION 1. Effective January 1st following the employee's Date of Hire, three (3) days (36 hours) per year may be used by an employee as Personal Time which can be used in conjunction with or in addition to holidays and/or vacation times provided at least 24 hours advance notice is given to management. Violations of the use of Personal Time may lead to disciplinary action and may constitute justifiable cause for dismissal.

SECTION 2. Personal Time shall coincide with the calendar year (January 1 to December 31). The initial date for determining vacation time will be the first day of the calendar month following the date of employment.

SECTION 3. When, in any calendar year, Personal Time, or any part thereof, is not taken the employee may request that the Commission defer the unused Personal Time to the next calendar year. I The Commission and Department may agree with and accept the

employee's request to defer unused personal time for a calendar year, if the Commission and the Department find that the time was not taken by reason of Commission business. Any unused Personal Time that is deferred must be used by December 31, of the next succeeding calendar year. Any deferred Personal Time not used by December 31 of the succeeding calendar year shall be lost.

ARTICLE 11 Bereavement

SECTION 1. In the event of a death in the immediate family of a regular employee of the Commission, as many as five (5) bereavement days "Bereavement", with pay, with up to two (2) of those days being able to be used by the employee non-consecutively so long as the use of the non-consecutive Bereavement days are taken within six months of the date of death. Extensions will be considered on an as-needed basis, not to be unreasonably withheld. By immediate family is meant spouse, mother, father, children, step-children, step-parent, sister and brother, step-sibling, and domestic and civil union partner as defined by New Jersey law.

SECTION 2. Three (3) Bereavement days off with pay from time of death to the time of the funeral, will be allowed if the employee is attending the funeral of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild, grandparent, or relative having domiciled in the employee's residence (with proof).

SECTION 3. One (1) Bereavement day with pay, will be allowed if the employee is attending the funeral of an aunt, uncle, niece, or nephew.

SECTION 4. No employee shall receive a paid Bereavement day for a day on which he or she was not scheduled to work.

SECTION 5. Probationary Employees are eligible to receive Death in Family benefits.

ARTICLE 12 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., 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, Air Force or Coast Guard 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 "Military Leave". Military 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, Air Force or Coast Guard 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. S 2021, et seq.

SECTION 4. The Burlington County Bridge Commission will adhere to both Federal and State regulations concerning Military Leave.

ARTICLE 13 Union Dues

SECTION 1. The Commission agrees to deduct Police Association/FOP–NJ Labor Council dues from Employee payroll checks upon receipt of written authorization from the employee on an approved form (“Union Dues”). For purposes of this section “Employee” shall be defined to include Probationary Employees. Any such employee authorization may be withdrawn at any time by the employee filing a written notice of such withdrawal with the Police Association and the Commission’s personnel department.

SECTION 2. Union Dues will be deducted from the first bi-weekly paycheck of the next month following the date of the Commission’s receipt of authorization.

SECTION 3. A sample of the written authorization is as follows:

I, (employee name) grant authorization to the Burlington County Bridge Commission to make deductions of \$(current rate) per month from my salary for the purpose of paying dues to the Burlington County Bridge Police Association/FOP–NJ Labor Council.

Dated.....Signed.....

SECTION 4. Starting on March 31st of each year, and annually thereafter, the Police Association shall certify on an invoice to the Commission’s Finance Department, the names of the employees, their dates of authorization of payroll deductions, and the total amount of monies due the Police Association and FOP-NJ Labor Council for each quarter.

SECTION 5. The Police Association assumes equal liability and risk with the Commission in any employee action or dispute concerning the deduction of dues from his/her paycheck.

SECTION 6. The Police Association further agrees to certify to the Commission, in writing, any changes in the rate and terms of deduction of Police Association dues, and will supply newly signed authorization forms for each member.

SECTION 7. The Police Association and FOP-NJ Labor Council agree that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any employee who refuses or fails to execute an authorized card.

SECTION 8. Agency Shop (Representation Fee)

- A. Membership. The Commission agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. The deduction will commence with the first paycheck of the month next following the date the employee delivers a signed form authorizing deductions to the Commission Human Resource Department.
- B. Fee. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association/FOP membership dues, fees and assessments as certified to the Commission by the Association/FOP. The Association/FOP may revise its certification of the amount of the representative fee at any time to reflect changes in the regular Association/FOP membership dues, fees and assessments.

The Association/FOP's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association/FOP remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Assoc/FOP and the Commission or as may be limited by law. A copy of the approved "Demand and Return" System shall be provided upon request to all non-members upon their decision not to join the FOP.

- C. Indemnification. The Association/FOP agrees that it will indemnify and save harmless the Commission against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Commission at the request of the union under this Article.

ARTICLE 14

Mileage

SECTION 1. Mileage for Commission business shall be reimbursed at the rate set by 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 proper form. Actual mileage shall be paid for travel to and from ranges and schools and in accordance with Commission policy.

ARTICLE 15

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 Police Association from each bridge shall be delegated to process grievances and disputes. Their names will be placed on file with the Commission's Human Resources Director.

SECTION 2. Whenever an employee or group of employees have a question, dispute or matter of complaint which concerns their conditions of employment they shall, within fifteen (15) days of the occurrence of the grievance, follow the ensuing procedure.

STEP 1. It shall first be discussed with the immediate supervisor in the department of his/her employment. The employee may do this in the company of a Police Association representative. At this discussion the persons involved will make every effort to resolve the problem at this level. If required, the supervisor shall make whatever investigation is necessary

and shall give an answer orally to the employee, normally within fifteen (15) calendar days after the date of discussion.

STEP 2. However, if the employee is dissatisfied with the decision of the supervisor, he/she may exercise his/her right to go to the next higher level of supervision, which is the head of the department, Director of Public Safety, or highest ranking officer, to whom the supervisor and the employee report. The employee shall submit his/her signed complaint to the head of the department, Director of Public Safety, or highest ranking officer or designee, (who should not be the same person as in Step 1, but should be someone with higher authority, not lower), in writing within fifteen (15) calendar days after he/she has received an oral answer to his/her problem from the immediate supervisor. His/her written complaint should stipulate the nature of the complaint, the result of previous discussion, if any, and the basis of his/her dissatisfaction. When the Director of Public Safety, or highest ranking officer, receives the complaint in writing, he/she shall make a thorough investigation of the problem and review all the facts in the case. In order that a fair and just decision can be made, the Director of Public Safety, or highest ranking officer, will meet and discuss the problem with the employee and his/her representative, if any, and may have present any other personnel that he/she feels will help resolve the problem. The head of the department (Director of Public Safety), or highest ranking officer, shall render his/her decision in writing to the employee within fifteen (15) calendar days after the meeting.

STEP 3. If the employee is still not satisfied with the decision he/she has received from the Director of Public Safety, or highest ranking officer, he/she may proceed to the next higher level of supervision (Executive Director), or his/her designee. He/she shall submit his/her signed complaint in writing within fifteen (15) calendar days to the Executive Director, or his/her designee, of the Commission. The Executive Director, or his/her designee, will review the written complaint and the written decision of the Director of Public Safety, or highest ranking officer, and he/she will then either call a meeting or render his/her decision in writing fifteen (15) calendar days after the complaint has been received.

STEP 4. Only if a grievance constitutes a controversy arising over the application, interpretation, or claimed violation of the terms and conditions expressed in this Agreement, may the Association 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 an arbitrator shall be in accordance with Public Employment Relations Commission rules. The fees and expenses of the arbitrator shall be borne equally by the Parties. All other expenses and costs, including those involved 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/her 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 this Agreement. The decision of the arbitrator shall be in writing with reasons therefore.

STEP 5. With respect to Step 4 of the grievance procedure, an employee and/or the Association must request arbitration within fifteen (15) calendar 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 Association 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 Association 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 Association to proceed to the next step of the grievance process.

ARTICLE 16 Disciplinary Procedure

SECTION 1. Except as otherwise provided herein, no permanent member of the Police Department shall be removed from his/her office, employment, or position for any cause other than incapacity or misconduct or disobedience of the Rules and Regulations of the Commission nor shall any permanent officer be suspended, removed, fined, or reduced in rank from his/her office except for the causes stated herein.

SECTION 2. Any complaint charging a violation of the Rules and Regulations of the Commission shall be filed no later than the forty-fifth day after the date on which the person filing the complaint obtains sufficient information to file the matter upon which the complaint is based. This forty-five (45) day time limit shall not apply if an investigation of the officer's alleged violation of the Rules and Regulations of the Commission is included directly or indirectly within a concurrent investigation of that officer for a violation of the criminal laws of this state. However, the forty-five (45) day limit shall begin on the day after disposition of the criminal investigation. It is further provided that the forty-five (45) day requirement of this provision shall not apply to the filing of a complaint against an officer by a private individual.

SECTION 3. No permanent officer shall be charged with incapacity or misconduct or disobedience of the Rules and Regulations of the Commission except within the time period set forth herein. As to the forty-five (45) day requirement for filing of certain charges, a failure to file such charges in writing or to properly serve those charges within the time periods required herein shall require a dismissal of the complaint.

SECTION 4. Any complaint charging incapacity, misconduct or disobedience of the Rules and Regulations of the Commission shall be set forth in writing with an accompanying notice of a designated hearing thereon by the person or persons designated by the Commission to hear such charges, which hearing shall not be less than ten (10) nor more than thirty (30) days from the services of the complaint. The complaint shall be filed in the Commission's offices and a copy shall be served upon the officer so charged.

SECTION 5. An officer may be suspended on charges pending a hearing; provided however, that such hearing shall be held within thirty (30) days from the date of service of the complaint upon him/her.

SECTION 6. Whenever any officer is charged under the law of the State of New Jersey, or another state, or of the United States, with an offense, the officer may be suspended from his/her duties and, if the officer is the subject of an indictment or is charged with an offense which would have constituted a high misdemeanor prior to the enactment of N.J.S.A. Title 2C or which involves moral turpitude or dishonesty, the officer may be suspended from his/her duties without pay until the case against him/her is disposed of at trial, or the complaint is dismissed, or until the prosecution is terminated. If a suspended officer is found not guilty at trial, or the charges are dismissed, or the prosecution is terminated, such officer shall be reinstated to his/her position and shall be entitled to recover any pay withheld during the period of suspension subject, however, to any disciplinary proceedings or administrative action which may be taken

against him/her by the Commission. In the event an officer has been suspended with pay but is found guilty of the charges brought against him/her, the officer shall reimburse the Commission for all pay received by him/her during the period of his/her suspension.

SECTION 7. Nothing herein obligates the Commission to submit or to participate in any arbitration proceeding involving employee discipline except minor discipline as provided in this CBA Article 2: Section 6.2. Further, nothing herein shall prejudice the rights of the Commission in the event any officer seeks judicial review of any disciplinary action taken against him/her.

SECTION 8. An employee suspended or subject to discipline may be placed on "Disciplinary Probation" which renders the employee ineligible to apply for posted positions that may become available during that time. An employee placed on Disciplinary Probation will be notified in writing at the time the suspension/disciplinary action is administered.

ARTICLE 17 Police Association Representation

SECTION 1. Police Association Representation generally:

(a) The Police Association shall file in writing, with the Commission, the names of the elected representatives of the Police Association. The Officers so designated shall be permitted to visit any Commission facility.

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

SECTION 2. The Commission agrees to pay Police Association representatives that are employees of the Commission, for time spent during their regular work hours in the processing of valid grievances, contract negotiations and/or the defense of an 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, in its discretion, agrees to release from work assignment, Police Association representatives for the purpose of meeting with Commission representatives in all matters not referred to in Section 2 above.

SECTION 4. The Commission, in its discretion, agrees to consider a release from work assignment, without pay, of representatives for such other matters, upon written request, as indicated in said request.

SECTION 5. The Commission shall release from work assignment with pay, two (2) representatives of the Police Department for a period of three (3) days in even and odd years to attend the FOP Mini-Conference, in even years for the State FOP Convention, and in odd years for the FOP National Convention.

SECTION 6. The Commission will permit one (1) authorized representative leave time from his/her normal work shift to attend the regularly scheduled General State FOP Meeting without loss of pay if working on the day of the meeting.

SECTION 7. The Commission shall abide and comply with the applicable labor laws of the State of New Jersey with respect to the attendance at Conferences, Conventions, and specialized training sessions.

ARTICLE 18 Working Conditions

SECTION 1. The Commission and the Police Association agree to cooperate in providing measures which will continue to make employees' working conditions and surroundings pleasant. The Police 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 to 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 18 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 19 Job Description

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

Lieutenant, First Sergeant, Detective Sergeant, Sergeant, Patrolman, Detective, and K9 Officer

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

ARTICLE 20 Mutual Cooperation

SECTION 1. The Police 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 Police 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 Police 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 Police 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 Police 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 Police Association further agrees that it will immediately notify all its members that any such action is not sanctioned by the Police Association and that the Association joins with the Commission in insisting that all employees cease and desist immediately.

SECTION 8. The Police 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 Police Association and its representatives.

SECTION 9. The Police 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 21 Rights, Jurisdiction and 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, Burlington, and Riverside-Delanco Bridges, and all other facilities under the jurisdiction of the Burlington County Bridge Commission, to the best interest of the general public.

SECTION 3. The right to make reasonable rules and regulations ("Rules and Regulations") shall be considered acknowledged functions of the Commission. During the

process of establishing Rules and Regulations relating to personnel policies, 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 and all other facilities 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. Additionally, 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. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

ARTICLE 22 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 23 Use of Commission Property

SECTION 1. When requested in writing, the Commission will allow the Police 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 Police Association for posting announcements and notices relating to meetings and official Police 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 a Police Association officer or his/her 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 Police Association representative on each Bridge. All official notices so posted shall be signed or approved by a Commission representative.

SECTION 4. Pertinent literature relating to the Police Department, including seminar notices, publications, articles, classes, etc. where appropriate, shall be provided to the Association upon receipt by the Commission.

ARTICLE 24 Pension and Retirement

SECTION 1. The applicable Retirement Policy adopted by the Bridge Commission is incorporated in this Agreement, subject to the laws of the State of New Jersey pertaining to the Public Employees' Retirement System.

SECTION 2. Full-Time employees retiring after March 31, 2006, shall be eligible for employer paid retiree health benefits if they meet the eligibility criteria for retirees under the NJSHBP covering comparable employers, which criteria presently are either receipt of a disability pension, 25 years PERS-credited service, or 15 years credited full-time service with the Commission and age 62, in each case as set forth more fully in the statute. If they do not qualify as stated above, they do not receive retirement health care. If they do qualify as stated above, they receive employer-paid healthcare, or healthcare with contributions, depending upon the applicable requirements of P.L. 2011, Chapter 78 or other applicable law.

If qualified under these eligibility criteria:

Below age 65 – Health Insurance, and Prescription Coverage, under the same terms and conditions as active Commission employees, to the extent permitted by law.

Age 65 and Over – Health Insurance and Prescription Coverage in accordance with the plan as currently being provided at the time of the signing of this contract by the Burlington County Insurance Commission (HIF), . In addition, the Commission will contribute one-half the cost of the standard Medicare Part B Premium for the retiree and retiree's spouse, if applicable.

SECTION 3. The surviving spouse of a retiree who worked twenty-five (25) years or more with the Commission, or the surviving spouse of an employee who retired under the State of NJ, PERS, with disability retirement due to a job related disability, will receive seven (7) years of paid health benefits and the surviving spouse of a retiree who worked twenty (20) years or more with the Commission will receive five (5) years of paid health benefits. A spouse

currently participating in free healthcare, will continue at the number of years given upon death of retiree.

SECTION 4. This Agreement is to be read consistently with applicable law, and may not be read to require an act or omission contrary to law.

ARTICLE 25 Health Coverage

SECTION 1. All active employees, who have not withdrawn from the Commission's health insurance program shall contribute towards the cost of health insurance, on a pre-tax basis, in accordance with the requirements of P.L. 2011, Chapter 78 or other applicable law employee contributions towards health insurance shall not be less than the contributions required by P.L. 2011, Chapter 78 as of the date of the execution of this contract. All retirees with less than twenty (20) years of creditable service in one or more state or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this contract, shall make health care contributions during retirement in accordance with any applicable requirements of P.L. 2011, Chapter 78 or other applicable law. Using the retiree's retirement allowance as if it was base salary for the purpose of calculating the contributions required by P.L. 2011, Chapter 78 or other applicable law. Employees' contributions towards health insurance shall not be less than the contributions required by P.L. 2011, Chapter 78 as of the date of the execution of this contract.

(a) The Commission shall continue to maintain its health insurance for active employees, and retirees, through the Burlington County Insurance Commission (HIF), or an equal to or better program, plan or provider, in accordance with the plan as it exists as of the signing of this contract. Nothing in this contract prevents the Commission from changing health insurance providers.

SECTION 2. Subject to the provisions of P.L. 2011, Ch. 78, or other applicable law, the Commission agrees to provide a full-family Dental Plan with an annual maximum of \$2,000 with coverage for silver or porcelain/composite fillings, extractions, and gum disease equal to 80%, and Orthodontics coverage with a maximum of \$1,500.00. Retirees are not provided with this coverage.

SECTION 3. Subject to the provisions of P.L. 2011, Ch. 78, or other applicable law, the Commission agrees to provide a Prescription Medicine Plan, in accordance with the plan as it exists as of the signing of this contract or an equal to or better plan. Nothing in this contract prevent the Commission from changing Prescription Medicine Plan, program or providers.

SECTION 4. Subject to the provisions of P.L. 2011, Ch. 78, **or other applicable law** 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. Retirees are not provided with this coverage.

SECTION 5. Full-time employees will have the opportunity, on an annual basis, to opt out of all health plan coverages, including health, prescription, dental and vision. Employees who choose this option and can provide proof of alternative coverage shall receive \$200 per pay period for each year he/she disavows benefits. Employees who want to exercise this option must

provide notice to the Commission between December 1st and December 15th for the following calendar year. Opt out eligibility shall be subject to the permission of the employer, which shall not be unreasonably denied.

SECTION 6. The Commission shall provide an Employee Assistance Program.

SECTION 7. Certificates of Insurance and brochures will be given to all employees. Details of policies shall be available for examination at all times in the Human Resources Department. 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 Human Resources Department.

SECTION 8. The Commission reserves the right to change insurance carriers, products within existing carriers, or to self-insure so long as substantially similar benefits are provided and there is no loss of coverage to employees.

SECTION 9. Surviving dependents of future deceased employees shall be extended hospitalization and Medical-Surgical coverage after the present policy for extension of coverage has expired, based on the following service schedule:

- | | |
|------------------|----------------------------------------------------------------------------------------------|
| One (1) Year: | Employees with between one and under two years of service or until remarriage of spouse; |
| Two (2) Years: | Employees with between two and under three years of service, or until remarriage of spouse; |
| Three (3) Years: | Employees with between three and under four years of service, or until remarriage of spouse; |
| Four (4) Years: | Employees with between four and under five years of service, or until remarriage of spouse; |
| Five (5) Years: | Employees with five (5) or more years of service, or until remarriage of spouse. |

SECTION 10. The spouse/dependents understand that they must contribute towards this insurance based on what the employee was contributing at the time of their death.

SECTION 11. This Agreement is to be read consistently with applicable law, and may not be read to require an act or omission contrary to law.

SECTION 12. Pursuant to P.L. 2011, Chapter 78, or other applicable law the Commission shall provide a Flexible Spending Account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical, prescription, vision and dental expenses not otherwise covered by the Commission's Health Benefit Plans, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

ARTICLE 26 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 at least \$50,000, and an accidental death benefit of at least \$50,000 at no cost to the employee.

ARTICLE 27 Workmen's Compensation

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.

SECTION 2. The Commission will provide supplemental payments to all employees on workers' compensation to guarantee that they will not take home less pay than they would if they were working their normal pay period.

ARTICLE 28 Tuition Refund Program

SECTION 1. The Commission provides a Tuition Refund Program for all full-time employees as follows:

- (a) An employee must apply for a reimbursable program at least 30 days prior to the beginning of a course.
- (b) The course(s) to be taken must be connected with the employee's present position or a position currently in use at the Commission.
- (c) All requests are subject to approval of the Commission which approval will not be unreasonably be denied.
- (d) Reimbursement shall be conditioned upon the following:
 - 1. The employee attends 80% of the classes.
 - 2. The employee receives at least a "C" grade average.
- (d) The Tuition Refund Program shall apply to any college, university, county college, adult high school or trade school.
- (e) \$500 maximum per employee per contract year.

ARTICLE 29 Term of Agreement

SECTION 1. This Agreement shall be effective as of April 1, 2018. It shall be binding upon the Commission and the Police Association through September 30, 2023, and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least ninety (90) 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 Police Association shall meet to begin discussions and negotiations.

ARTICLE 30 Agreements

The Commission agrees to make an electronic copy of this Agreement available and accessible to all employees of the bargaining unit.

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

BURLINGTON COUNTY BRIDGE
POLICE ASSOCIATION, F.O.P.
LODGE #115

BURLINGTON COUNTY BRIDGE
COMMISSION

By: 
DANIEL LUTCAVAGE
President

By: 
JOHN COMEGNO
Chairman


Date: 7/16/19

Date: 7/16/19

Attest:

Attest:


ELLEN C BRENNAN


KATHLEEN WISEMAN
Secretary-Treasurer