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AGREEMENT BETWEEN
NEW JERSEY
HIGHWAY AUTHORITY
and
LOCAL 196 AFL/CIO



July 1, 1971

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A G R E E M E N T

This Agreement, made and entered into as of July 1, 1971, and effective until midnight June 30, 1973, is between the New Jersey Highway Authority, hereinafter referred to as the "Authority", and Local 196, American Federation of Technical Engineers, AFL/CIO, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1. The Authority recognizes the Union as the Majority Representative, pursuant to Chapter 303, P.L. 1968, of all Category "A" employees including Toll Collectors, Maintenance Men III, Maintenance Men II, Maintenance Men I, Maintenance Men General, and Maintenance Foremen, excluding all Temporary or Part-Time employees, Assistant Plaza Supervisors and Plaza Supervisors.

ARTICLE II INTENT AND PURPOSE

Section 1. It is the intent and purpose of the parties hereto in entering this Agreement to maintain and promote harmonious relations and close cooperation between the Authority and its employees and to set forth herein the basic 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, age, race, color, creed or union activity.

ARTICLE III HOURS OF WORK AND OVERTIME

A. Maintenance

Section 1. The normal workweek for Maintenance employees shall be Monday to Friday inclusive and shall be forty hours per week, eight (8) hours per day with Summer (7:00 a.m. - 3:30 p.m., from the third Monday in May to the first Friday in October, inclusive) and Winter (7:30 a.m. - 4:00 p.m., from the work day following the first Friday in October to the work day preceding the third Monday in May) schedules. No change in hours shall be made without prior agreement between the Authority and the Union. For purposes of computing overtime, the workweek shall begin at 12:01 a.m., Wednesday.

Section 2. Maintenance employees who are ten (10) minutes late or less shall not be docked. Late-

ness in excess of ten (10) minutes shall be docked in pay increments of fifteen (15) minutes for any part thereof.

Section 3. Maintenance employees who are called in on a non-scheduled basis will be guaranteed four (4) hours. As in emergency conditions, pay for late arrival to work will be calculated to the nearest fifteen (15) minutes.

Section 4. Any overtime work performed prior or subsequent to and continuous with the start or end of a regularly scheduled shift will be paid solely on the basis of time and one-half pay for hours worked prior or subsequent to the normal starting or ending time.

Section 5. Break periods will be specified by supervision dependent upon the circumstances.

B. Tolls

Section 1. The normal schedule for Toll employees shall be forty (40) hours per week, eight (8) hours per day, twenty (20) work days in the span of a scheduled twenty-eight (28) day period. A 28-day schedule will be posted two (2) weeks in advance. Any mutual exchange of tours must be arranged at least one week in advance. Emergency changes will be approved at the option of the Authority.

Section 2. Employees will be docked for lateness calculated to the nearest fifteen (15) minutes.

Section 3. In Tolls, in the event of an illness, a Collector must call in at least two (2) hours before his scheduled reporting time, except if he is scheduled on the 2-shift series in which case he must call in at least one (1) hour before his scheduled reporting time. The sick Collector can report to work if he recovers providing he advises and has the approval of the substituting Toll Collector who was notified to take his place.

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

Section 4. Toll Collectors who are called in for non-scheduled work collecting tolls will be guaranteed eight (8) hours. As practiced, in emergency weather conditions, with notice by the employee, a late arrival to work will not prevent the Collector from completing his scheduled tour of duty. Holdover time will be paid on the basis of a one-hour minimum except as provided

in Section 2 herein.

C. General

Section 1. Consistent lateness shall be subject to Disciplinary Action.

Section 2. Overtime for work of a routine nature shall be rotated on a Seniority basis and Plaza and District Supervisors shall maintain an up-to-date Overtime List. An employee who cannot be contacted or refuses overtime in his turn shall be charged with the hours except a Toll employee already scheduled for the tour for which overtime is needed. The Authority shall be solely responsible for determining overtime requirements.

Section 3. Hourly Maintenance employees and Tolls Division employees will be paid time and one-half for overtime worked in excess of eight (8) hours in any work day, or for overtime worked in excess of forty (40) hours in any given work week, except as otherwise provided herein.

There shall be no pyramiding of overtime premium pay.

(a) When a holiday falls within a given work week, or when an employee is absent on a work day for sick leave, vacation or excused absence, credit of eight (8) hours will be given toward hours worked.

(b) Category "A" Maintenance Division and Tolls Division employees, excluding temporary and part-time employees, will be paid, in addition to their paid holiday, one and one-half times their regular hourly rate for the hours worked on any of the holidays listed in Paragraph A. under the New Jersey Highway Authority Holidays Policy.

Section 4. In the event of an emergency requiring Category "A" employees to work for extended periods of time, time and one-half will be paid as follows:

(a) If the extended period commences on a normal work day, time and one-half will be paid for all continuous hours worked in excess of eight (8) hours.

(b) If the extended period commences on a non-scheduled work day, of which at least four (4) hours occurred on the non-scheduled work day, time and one-half will be paid for all hours worked.

Section 5. Meal Allowance

(a) Employees eligible for overtime pay who are required to work at least two hours in advance of the

start of their normal scheduled working day, or who, in case of a holdover, are required to work three hours in excess of the hours in a normal scheduled working day, or who work at least three hours when called to non-scheduled duty shall be entitled to a meal allowance of \$2.50.

Section 5.

(b) Employees eligible for overtime pay who work beyond the first meal allowance earned (other than the 2-hour meal contained in Section 5 (a) (above) shall be entitled to an additional meal allowance of \$1.75 for each six continuous hours worked thereafter.

Section 6. Shift Differentials

There shall be paid a premium rate of ten cents (10¢) per hour for hours worked on the Third (afternoon) shift series. For hours worked on the First (night) shift series, there shall be paid a premium rate of fifteen cents (15¢) per hour.

ARTICLE IV SENIORITY

Section 1. Definition- Seniority is defined as the length of an employee's continuous, Permanent employment with the Authority except that, for the purpose of Promotions, Seniority is defined as the length of continuous Permanent employment in the Job Classification immediately below that of the Vacancy.

Section 2. Loss Of - An employee shall cease to have Seniority rights by:

- (a) Voluntary quitting
- (b) Justifiable discharge
- (c) Unauthorized absence for more than five (5) work days

Section 3. Probationary Period - New employees shall be considered Probationary employees with no Seniority status until having completed their Probationary Period, after which their Seniority shall begin from the date of hire.

Section 4. Probationary period for new hires will be as follows: Six (6) months for Maintenance and one (1) year for Tolls. Promotion probation will be one (1) year for all employees. A mid-point review and evaluation must be made and discussed with the employee regarding his record of performance. In the case of Tolls, this review and evaluation must be done

quarterly.

Section 4.

(a) Any extension of Probationary period must be initiated by the employee on probation for the Authority's consideration.

ARTICLE V TERMINATION

Section 1. Pursuant to the provisions of the Authority's tenure resolution, no employee except new hires during their probationary period and temporary employees, shall be laid off or terminated for reasons other than just cause as long as the Authority requires the work done by the employee.

ARTICLE VI UNION REPRESENTATION

Section 1. The Authority agrees to pay Union officials (not to exceed two) for time spent during regular work hours in the processing of Grievances, and/or the defense of an employee in Disciplinary Action either at their individual Districts (Maintenance) or Areas (Tolls) or at Woodbridge Headquarters, and/or for authorized meetings of the Labor Relations Committee.

Section 2. The Authority agrees to release from work assignment without pay Union officials for the purpose of meetings with Authority Representatives in all matters not referred to in Section 1. above.

Section 3. The Authority, with at least one (1) week prior written notice, agrees to release from work assignment without pay, officials for the purpose of attending State or International Conventions, limited to not more than two (2) employees at a time for State Conventions and four (4) for International Conventions and further limited to not more than four (4) weeks per calendar year.

Section 4. The Authority agrees to release from work assignment without pay Union officials for such other Union matters, upon request by the Union and approval by the Authority, as indicated in said request, and said approval shall not be unreasonably withheld.

Section 5. All employees (not to exceed five) who are Executive Board officials of Local 196 will be placed on steady day shift, Monday through Friday.

ARTICLE VII PROMOTIONS

Section 1. The purpose of this Article is to provide employees who are capable of performing the services required with the opportunity to fill openings for work in higher-rated jobs than their own within their Division.

Section 2. Opportunities for promotions in Tolls will initially be confined within each of the following areas as a first step. If the promotion is not filled, then offers will be made to other Areas.

Area 1

Hillsdale
Bergen
Saddle Brook

Area 2

Essex
Bloomfield
East Orange
Union

Area 3

Raritan
Asbury Park
Toms River

Area 4

Barnegat
New Gretna
Great Egg
Cape May

Section 3. Opportunities for promotions in Maintenance will initially be confined to the District where the opening exists. If the job is not filled, then other Districts will be posted.

Section 4. No new hires in Category "A" Authority employment will be permitted above the level of Toll Collector or Maintenance Man 3 until a bidding opportunity is provided to all present employees who would be interested in potential or existing job openings.

(a) Position openings will be posted by the Authority on a form, "Unfilled Vacancies" on bulletin boards in the appropriate Plazas or Maintenance Districts for a period of one hundred and twenty (120) work-hours, Tolls, or five (5) work days, Maintenance. During the posted period, an employee may bid in person or by proxy for the vacancy by completing a form, "Job Bid", a supply of which will be available at all work locations. Job bids will immediately be forwarded by the Supervisor in charge to the Personnel manager who will forward a copy to the Union.

(b) If the job is not filled as a result of the initial posting, the vacancy will be posted and bid, using the same forms, as provided in Sections 2 and 3 of this Article.

(c) If the job is not filled as a result of the second posting, it will be offered on the basis of Transfer Requests on file with the Authority, preference being given in order of the dates of request. The Authority reserves the right, before the bidding procedure is utilized, to transfer Assistant Plaza Supervisors and Plaza Supervisors who request such transfers to vacancies in those positions, it being understood that in the first instance the bidding procedure for the opening created by the transfer shall be limited to the Toll Collectors in the District where the vacancy originated. In no event shall a Toll Collector be transferred without his approval unless such transfer is the result of Major Disciplinary Action.

(d) Only those employees participating in the On-the-Job Training Program will be eligible to bid for vacancies. Probationary employees may not bid for vacancies but may be considered if no candidate comes forth as a result of posting and transfer requests. No bid will be considered after the allotted bid period.

(e) Promotions will be based on Seniority of those bidding, with permanency in the new position being subject to ability to perform demonstrated during one-year Probationary Period (Section 4. Article IV). If Promotion fails, employee will be returned to original yard or Plaza.

(f) The Authority reserves the right to fill or not to fill any vacancies that may occur. If vacancies are filled, effort will be made to fill such vacancies within thirty (30) days from the date the vacancy is posted, unless a later determination is made by the Authority not to fill such vacancy.

ARTICLE VIII

ON-THE-JOB TRAINING

Section 1. Selection for On-the-Job Training shall be by Seniority on a rotating and equalization basis. If an employee refuses an opportunity, he will be passed over to the next candidate on the list. If an employee has worked in a higher-ranking job, the higher rate of pay for that job will not be paid until the

number of hours of training has been completed. No probationary employee will be included in the training program. The Authority will provide Application Forms and each employee shall indicate whether or not he desires to participate in the On-the-Job Training Program.

(a) After 120 hours of training as Assistant Plaza Supervisor, a Toll Collector will be paid at the Assistant Plaza Supervisor's rate for all subsequent hours of training as Assistant Plaza Supervisor. After 120 hours of training as a Plaza Supervisor, a Toll Collector will be paid at the Assistant Plaza Supervisor's rate for the next 120 hours of training and at the Plaza Supervisor's rate for all hours in excess of 240 hours if the Toll Collector is working as a Plaza Supervisor. It is understood that each time a designated employee is assigned for On-the-Job Training instruction in Tolls, such time will be for a minimum of two (2) hours in any one shift.

(b) As in the case of Probationary employment, the performance of Trainees will be evaluated by the Authority no later than at the point when 50% of the required hours have been completed. If such performance has been unsatisfactory, the Trainee shall be eliminated from the On-the-Job Training Program.

Section 2. An up-to-date list of hours worked under the On-the-Job Training Program will be maintained by each Plaza Supervisor and shall be available for inspection upon request. A time limit of two (2) years will be allowed to accumulate a necessary number of hours to be qualified and be paid in a higher classification,

Section 3. Training hours may be subject to modification or adjustment by mutual agreement between the Authority and the Union after a one-year trial period.

Section 4. Promoted employees shall receive the rate of pay for the new position whether or not they have completed the full number of required hours under the Training Program.

Section 5. In each geographic area the five most senior Toll Collectors signed up for the On-the-Job Training will be trained. The remainder of the Collectors enrolled will be frozen in reserve. If for any reason one of the five vacates the program, he will be replaced by the next most senior Collector in reserve. In addition, in order to provide a minimum of one

Collector in training for each Plaza, the most senior man at each Plaza not included in the top five being trained, will be added to those in training.

ARTICLE IX GRIEVANCE PROCEDURE

A. A Grievance is any cause of complaint arising between the New Jersey Highway Authority and an employee, or group of employees, of the New Jersey Highway Authority with reference to a condition of employment within the terms of this agreement.

B. Any employee, or group of employees, may present grievances to the management of the New Jersey Highway Authority and may be represented by any person of his or their own choosing. A grievance shall be presented in the manner described hereafter not more than ten (10) working days after the occurrence of the cause for such complaint or within ten (10) working days after becoming aware of the cause for such complaint.

C. If an employee believes he has a grievance under the terms of this Agreement, he may seek redress as follows:

STEP 1. A complaint should first be made orally. In the Maintenance Division, such complaint is made to the Assistant District Supervisor or the District Supervisor where an Assistant District Supervisor is not assigned. In the Tolls Division, such complaint is made to the Plaza Supervisor. Before reaching a decision on such complaint, the person making such decision may consult all levels of supervision below the Division Head. If the complaint is not settled satisfactorily within four (4) working days thereafter, the employee may, within two (2) working days thereafter, take the matter, in writing, to the Division Head.

STEP 2. If the complaint is taken in writing to the Division Head, it shall be considered a grievance and the Division Head shall, within five (5) working days after receiving the grievance, render a decision in writing. A hearing may be held in the matter at the discretion of the Division Head.

STEP 3. If the grievance is not satisfactorily settled by the decision of the Division Head, the employee and/or the Union may, within two (2) working days thereafter, take the matter, in writing, to the Personnel Manager. The Personnel Manager shall,

within five (5) working days after receipt of the grievance, notify the Labor Relations Committee (composed of two (2) Authority representatives and two (2) Union officials) as to time and place of grievance meeting.

At this meeting, the Personnel Manager will act as a mediator in an effort to solve the grievance to the satisfaction of both parties.

STEP 4. The Personnel Manager will present a report, in writing, within five (5) working days after the meeting with the Labor Relations Committee, completely covering the nature of the grievance and the results of the meeting (set forth in STEP 3) to the Chairman of the Authority or his designee (and the Union) who will render final decision in the matter.

No more than two (2) employee representatives from the Union will be allowed to be present at grievance procedures. These procedures shall be conducted during the normal working hours.

ARTICLE X

DISCIPLINARY ACTION

A. Policy and Purpose

The New Jersey Highway Authority owes a responsibility to the general public. When persons are employed by the Authority they are expected to conduct themselves both on and off the job in a manner that will always reflect favorably on the Authority. They are also expected to show the proper consideration for the rights and responsibilities of fellow employees. The Authority has the right to discipline or discharge an employee for just cause.

B. Disciplinary Actions - Category "A" Employees

1. Local Disciplinary Action

The penalties that may be imposed under local disciplinary action are as follows:

<u>Penalty</u>	<u>Duration</u>	<u>Remarks</u>
Suspension	3 days or less	May include vacation, holidays
Informal Reprimand		Not to be forwarded to Personnel Division

"If an employee's driving privilege is a re-

requirement of the Job Specifications covering his assignment and the same is suspended or revoked, he may be subject to local disciplinary action which could include in addition to the foregoing penalties, disqualification from promotion or overtime work during the period of such suspension or revocation.

Nothing herein contained shall limit or restrict the right of the Authority to bring disciplinary action against such employee for alleged offenses which may have occurred simultaneously or concurrently with the motor vehicle violation leading to the suspension or revocation."

2. Major Disciplinary Action

The penalties that may be imposed under major disciplinary action are as follows:

<u>Penalty</u>	<u>Duration</u>	<u>Remarks</u>
Dismissal	—	—
Demotion	—	—
Suspension	More than 3 days and not more than 60 days	May include vacation, holidays
Official Reprimand	—	To be made a matter of record and filed with Personnel Division

No other forms of discipline are authorized or may be imposed, except possible transfer.

C. Limitations on Disciplinary Action

Such action may be taken only in conformance with the regulations set forth in this procedure.

Disciplinary action may be taken only once for a particular offense. However, an employee may, through repeated offenses, establish a course of conduct. In such cases, being disciplined for the course of conduct does not subject the employee to more than one disciplinary action for a single offense. Disciplinary action resulting from a charge of having established such a course of conduct may not include offenses committed more than two (2) years prior to commission of the latest offense in the case of new, probationary employees, and more than one (1) year prior to commission of the latest offense in the case of non-pro-

bationary employees. In all other cases, disciplinary action shall be commenced not later than ten (10) working days following commission of the offense or not later than ten (10) working days following awareness by the person making the charge that an offense has been committed. When charges are made, the Union will receive a copy of such charges.

An employee may tender his resignation at any time in accordance with the terms of the Agreement. Such resignation may be accepted by the Authority, but may be rejected, depending on the gravity of the offense, in which event resort will be had to disciplinary action. Should an employee resign while disciplinary action against him is pending or being considered, the action is dropped if the resignation is accepted. If disciplinary action is pending or being considered and the resignation is accepted, the Personnel Manager shall cause the employee's record to be made to read "Resigned pending disciplinary action" or, "Resigned, disciplinary action being considered", as the case may be.

D. Procedure

Whenever it is believed that disciplinary action may be called for, the immediate supervisor should make a thorough investigation of the situation and arrive at a determination. The immediate supervisor, whenever possible, must give the employee an opportunity to make a statement in his own behalf. The supervisor should also take into consideration the employee's length of service, performance record and disciplinary record. The supervisor then decides whether or not the matter should be one for disciplinary action. If he believes it is called for, he determines what, in his opinion, would be appropriate action as follows:

1. Local Disciplinary Action

In the event that the supervisor determines that the matter should be appropriately handled as a local disciplinary action, he shall serve upon the employee a written notice specifying the offense charged, a copy of which notice shall be sent to the Division Head. The notice shall advise the employee of his right to file a written answer to the charges within five (5) working days of the date of service of the notice, and shall inform him of a date not more than ten (10) work-

ing days thereafter, as well as a place, when and where the matter will be heard by the Hearing Officer to be appointed by the Division Head for such purpose. The employee shall also be informed that he may be represented and accompanied by any representative of his own choosing and may present any pertinent information or evidence, including witnesses, in his own behalf.

The Hearing Officer shall consider the testimony presented at the hearing and the written reply, if any, of the employee charged, and if he determines the employee to be guilty, shall impose a suitable penalty within the limitations of local disciplinary action.

An employee may, after being informed of a decision, take an appeal within three (3) working days to the Department Head. Appeal, if taken, shall be by Notice of Appeal, in duplicate, addressed to the Department Head and shall contain a complete statement of the employee's contentions. Upon receipt of the Notice of Appeal, the Department Head shall consider the appeal and render a written decision within ten (10) working days after receiving the Notice of Appeal.

2. Major Disciplinary Action

In the event the supervisor determines that the matter should not be handled as a local disciplinary action by reason of the seriousness of the offense involved, he shall forward a complete written report of the matter to the Division Head together with his recommendations.

If, upon review of such report and recommendations, the Division Head shall determine that a major disciplinary action is warranted, he shall prepare, with the assistance of the General Attorney, a written notice specifying the offense charged and cause the same to be served upon the employee. The notice shall advise the employee of this right to file a written answer to the charge within five (5) working days of the date of service of the notice, and shall inform him of a date not more than ten (10) working days thereafter, as well as a place, when and where the matter will be heard by the Department Head. The employee shall also be informed that he may be represented and accompanied by any representative of his own choosing and may present any pertinent information or evidence, including witnesses, in his own behalf.

The Department Head shall consider the testi-

mony presented at the hearing and the written reply, if any, of the employee charged, and, if he determines the employee to be guilty, shall impose a suitable penalty within the limitations of major disciplinary action.

An employee may, after being informed of a decision, take an appeal within three (3) working days to the Chairman of the Authority. Appeal, if taken, shall be by Notice of Appeal, in duplicate, addressed to the Chairman of the Authority and shall contain a complete statement of the employee's contentions. Upon receipt of Notice of Appeal, the Chairman of the Authority shall appoint an Appeal Board to consider the appeal (refer to procedure on appeals).

E. Interim Suspension

In the event of an alleged serious offense, the Department Head may suspend the employee without pay, pending drafting of charges and until final decision on appeal, should an appeal be taken. The Department Head shall present, in writing, a Notice of Suspension stating the general nature of the intended charge. Such a suspension may not be for a period of longer than three (3) weeks but may be extended beyond that time with the concurrence of the Chairman of the Authority. If the final decision is that a suspended employee be dismissed, the dismissal is effective as of the first date of the suspension. If the final decision is to demote the employee, the demotion is effective as of the first date of suspension. If the final decision is other than dismissal or demotion, the employee receives full pay for the period of suspension as soon as the final decision is reached. If the final decision is demotion, the person or board making the decision may, at its discretion, authorize payment at the lower rate, for all or part of the period of suspension.

F. Procedure on Appeals

(This procedure shall apply to the person or board hearing the appeal.)

1. Appointment

If an appeal board is appointed to consider an appeal, appointment is made by the Chairman of the Authority within three (3) working days after receipt of the Notice of Appeal.

2. Number of Members

An appeal board will consist of three (3) members, one of whom is designated by the Chairman of the Authority as Chairman.

3. Who May Serve

Members of an appeal board may be any employees of the New Jersey Highway Authority, including employees of the Division in which the appealing employee is assigned, and except those who participated in the decision being appealed.

4. Functions of Appeal Board

It is the function of the appeal board to give the employee a full, fair, impartial and prompt opportunity to present his reasons for believing he is being unfairly disciplined. It is also the function of the appeal board to determine whether the discipline previously decided upon was proper and fair and if, in the opinion of the majority of the board, it was not, to impose such discipline as it may deem appropriate. The appeal board shall not have the authority to increase the severity of any disciplinary action.

5. Conduct of Hearings

The appeal board shall meet to consider an appeal within five (5) working days after the board has been appointed. The Chairman of an appeal board may adjourn any hearing of the board for a reasonable time at the request of the employee, or majority of the board, to enable the board to obtain pertinent information or for any other sufficiently compelling reason.

The employee may be represented by any person of his choosing at appeal board hearings and may present any pertinent information or evidence, including witnesses, in his own behalf.

All appeal board hearings shall be conducted informally and the Chairman has full discretion to proceed as he sees fit in order to best discharge the functions of the board, except that the Chairman of the Board may, at his discretion, secure the attendance of a certified shorthand reporter and may require that some or all of the testimony therein be under oath. If copy of testimony is secured, a copy of same will be furnished the Union.

6. Findings and Recommendations

The appeal board reports its findings and decision, in writing, to the employee and the Chairman of the Authority within five (5) days after completion of the hearing.

G. Witnesses

The rights of all witnesses and parties guaranteed by the Federal and State Constitutions shall

be preserved.

ARTICLE XI BENEFITS

- A. Holidays
- B. Vacation Plan
- C. Bereavement Pay
- D. Medical and Dental Plans
 - 1. Dental Plan
 - 2. Blue Cross - Blue Shield and Rider "J"
 - 3. Major Medical
- E. Workman's Compensation
- F. Pension Plan
- G. Scholarship Policy
- H. Accident and Sick Benefit Plan
- I. Retirement
 - 1. Vacation Pay
 - 2. Sick Pay
 - 3. Blue Cross - Blue Shield and Rider "J"
 - 4. PERS - Public Employees Retirement System
- J. Uniforms

"A" - HOLIDAYS

New Jersey Highway Authority employees, except temporary employees in Category A, are allowed paid holidays as follows:

A. Category A Employees

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Christmas Eve
Christmas Day

Holidays falling on Sunday will be observed the following day. When a holiday falls on a Saturday, it will be observed on the preceding Friday. The Authority and the Union can change scheduled holidays by mutual agreement.

B. Category A. employees, in order to be paid for a holiday, must be present or on excused absence, sick leave, or vacation on the work days immediately pre-

ceding and following the regularly scheduled holidays.

C. Policies Affecting Holidays

1. Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday respectively in the Maintenance Department.

2. In Maintenance an employee will receive an additional days' absence with pay when a recognized holiday falls within his vacation period. Such day must be taken continuous with the employee's vacation. In Tolls a recognized holiday which falls within a Collector's vacation period will be compensated for in the same manner as a normal scheduled day off.

3. The Authority will grant an additional \$10.00 in compensation each day to those employees who are called in to work on a non-scheduled basis and who work a minimum of four (4) hours either on Christmas Eve or Christmas Day.

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

5. Employees scheduled to work on a holiday and having an authorized absence on that day shall receive holiday pay only and no other form of compensation.

6. Employees working rotating shifts and scheduled off on the holiday shall receive holiday pay for the holiday in addition to their regular week's basic salary.

7. The holiday period shall be considered to be from the start of the 1-shift series on the day preceding the holiday to the end of the 3-shift series on the day of the holiday in Tolls, and from 12:00 midnight to 12:00 midnight in Maintenance.

8. Holiday pay will not be paid to any employee on a leave of absence without pay, or who is on suspended or laid-off status. Employees on Workmen's Compensation during a period in which a holiday falls will be paid in accordance with the provisions dealing with Workmen's Compensation.

"B" - VACATION PLAN

A. Allowances - Permanent Employees

1. All permanent employees or employees serving a probationary period for appointment to a permanent position with the New Jersey Highway Authority shall be granted vacations of up to four weeks annually de-

pending on length of service.

Effective January 1, 1972

<u>Length of Service Occurring During Calendar Year</u>	<u>Working Days Vacation Allowable in Calendar Year</u>
0 to less than 1 year	Up to 6 days
1 year but less than 8 years	10 days
8 years but less than 13 years	15 days
13 years or over	20 days

Effective January 1, 1973

<u>Length of Service Occurring During Calendar Year</u>	<u>Working Days Vacation Allowable in Calendar Year</u>
0 to less than 1 year	Up to 6 days
1 year but less than 7 years	10 days
7 years but less than 12 years	15 days
12 years or over	20 days

2. (a) An employee, after 90 days of continuous service in the calendar year in which his employment commences, is eligible for vacation equal to $\frac{1}{2}$ day per month times the number of full calendar months worked in such calendar year. For this purpose any employee hired prior to the 16th of any month shall be considered as having been employed on the first of such month.

(b) In subsequent calendar years employees shall be eligible for vacation as set forth in the above schedule.

3. An employee whose employment terminates within 90 days of his hiring is not entitled to vacation or to pay in lieu thereof.

4. Vacations will normally be taken in periods of at least five consecutive working days. However, Department Heads may, at their discretion, allow employees to take vacation periods of less than five consecutive days.

5. Vacations shall be taken in the calendar year in which they are earned, or in the case of a newly hired employee, the calendar year in which he becomes eligible, and if not so taken will lapse. However, if a vacation or any part thereof is not taken or granted

because of workload requirements as certified by the Department Head, such vacation or part thereof shall accumulate for the individual employee and shall be granted and may be taken during the next succeeding year only.

B.

1. No vacation will accrue to any employee while that employee is on extended active duty under the Military Leave of Absence Policy, or on ordinary Leave of Absence in excess of 30 calendar days as set forth in the Leave of Absence Policy.

2. Employees granted leaves of absence in excess of 30 calendar days without pay or extended active military duty may be granted pay in lieu of vacations accrued on a monthly basis to date of the commencement of such leaves.

3. Length of service, computation of vacation and sick leave entitlement, shall include all prior continuous service in the employ of the State of New Jersey immediately prior to original employment by the Authority, but only with respect to persons employed by the Authority as of October 11, 1956, the date of adoption of the original Resolution 56-98, pursuant to which these regulations are promulgated.

C. Termination

Any employee who resigns with two weeks prior written notice or is separated will receive pay in lieu of vacation and sick allowance, on a prorated basis, upon recommendation of the Department or Staff Division Head. The recommendation for pay should appear on the final payroll advice. Any employee who is discharged for cause, or resigns under charges, is not eligible for vacation allowances, sick allowances, or pay in lieu thereof.

D. Retiring or Deceased Employees

Any Authority employee, deceased or retired, prior to June 30th of any year will receive credit for half of his vacation entitlement and full vacation entitlement should such employee die or retire following such date.

E. Unusual Situations

The Chairman of the Authority or his designee, may, upon recommendation of the Department Head or Staff Division Head, modify vacation policies to fit the requirements of unusual situations.

F. Procedure for Selecting Vacations

1. Maintenance Division

1. Tentative vacation schedules shall be submitted to the District Supervisor by February 1st of each year for review or if vacation is proposed prior to this date, one month advance notice shall be given to the District Supervisor for review.

2. Tentative vacation schedules may be changed by the District Supervisor upon application by employee with adequate advance notice.

3. Choice of vacation dates shall be selected by employee on basis of:

A. Seniority in job classification within each District.

B. Seniority from date of hire.

4. Whenever a holiday falls within a vacation period, the additional day off shall be taken consecutively with the vacation period.

II. Tolls Division

1. Vacations shall be permitted on year-round basis. Summer vacations of ten (10) days in consecutive order are permissible from May 15th to September 15th for Collectors entitled to three (3) or four (4) weeks vacation and five (5) days for Collectors entitled to two (2) weeks. Collectors entitled to one (1) week vacation may select their week in the summer if any period is open.

A. Selection Procedure by Steps

In accordance with posted vacation schedules, selections will be made in order of seniority as follows:

1st Selection

4 week men - Select 1 week or 2 consecutive weeks any time of the year

3 week men - Select 1 week or 2 consecutive weeks any time of the year

2 week men - Select 1 week any time of the year

1 week men - Select 1 week any time of the year

2nd Selection

4 week men - Select 1 week or 2 consecutive weeks any time of the year

3 week men - Select 1 week or 2 consecutive weeks any time of the year

2 week men - Select 1 week any time of the year

3rd Selection

4 week men - Select 1 week or 2 consecutive weeks any time of the year.

3 week men - Select 1 week any time of the year

4th Selection

4 week men - Select 1 week any time of the year

B. Winter Vacations

1. Four and three week Collectors may take up to their full allowance in the winter period.

2. Vacations must be taken during the calendar year from January 1 to December 31st.

3. Requests for vacations will be submitted to the Plaza Supervisor on the Vacation Request Form 65-30-T (Rev. 1) between September 15 and November 15 inclusive for the following year. Collectors will select their vacations in seniority order with each Collector given two (2) to five (5) days to make his choice as his turn arrives. Failure to select his period in his allotted time will result in his being dropped to the bottom of the Plaza roster.

4. These Collectors may select in seniority order after all others have selected theirs. Vacation selections must be completed by December 15 for the following year.

5. Failure to select a vacation by December 15 will result in the Plaza Supervisor assigning one. All Vacation schedules must be completed by December 31st.

6. New Collector employees will be granted vacation days off in accordance with their eligibility and with the approval of the Plaza Supervisor and District Supervisor.

7. Supervisor vacation schedules will be selected separately from Collectors but the method and procedure for selection will be the same.

"C" - BEREAVEMENT PAY

Death in the Immediate Family

"Immediate Family" shall include employee's spouse, children, grandchildren, parents, grandparents, brothers, sisters, mother-in-law and father-in-law. One day excused absence may be granted by the Department Head upon receipt of a written request. The Department Head, upon receipt of a written request, in cases of death of persons living in the household of the employee, may grant an excused absence of one day. If

extensive travel is involved or the employee is handling funeral arrangements, or other special circumstances are presented in writing by the employee, excused absence may be granted by the Department Head up to a maximum of three days.

“D” - MEDICAL AND DENTAL PLANS

A. Dental Plan

The Authority will provide a Dental Insurance Plan for all its full-time permanent employees and eligible dependents at no cost to the employee.

B. Blue Cross and Blue Shield Protection

The Authority will provide a hospitalization and medical-surgical plan for all full-time permanent employees and eligible dependents at no cost to the employee. Rider “J” is also incorporated and is added to the basic Plan.

C. Major Medical Protection

The Authority will provide a Major Medical Insurance Plan for all full-time permanent employees and eligible dependents at no cost to the employee.

New employees will have the above coverage on the first of the month next following three (3) months after the effective date of hire in the case of Dental Insurance, and two (2) months in the case of Blue Cross and Blue Shield protection.

Descriptive brochures for all health plans will be made available by the Personnel Department.

“E” - WORKMEN’S COMPENSATION

Effective February 1, 1969, supplementary Workmen’s Compensation benefits equal to full base rate of employee earnings at the time of injury will be paid on a current basis without interruption of salary. The period of such payment would be based upon a man’s length of permanent service with the Authority as indicated in the schedule below:

<u>Length of Service- Calendar Year</u>	<u>Number of Weeks at Full Pay</u>
1st year or fraction thereof	4 weeks at full pay
2nd, 3rd and 4th year	13 weeks at full pay
5th, 6th, 7th, 8th and 9th year	26 weeks at full pay
10th, 11th, 12th, 13th & 14th year	39 weeks at full pay
15th year and up	52 weeks at full pay

The benefits under this policy shall be payable for work absences due to occupationally incurred injuries or illness, authorized by a designated Parkway physician. During the period these benefits are payable to an employee, it will be necessary that the employee endorse over to the Authority temporary disability compensation checks received by him from the Authority's Compensation Insurance Carrier.

Benefits payable under this plan are separate and distinct from those described in the Accident and Sick Benefit Plan.

"F" - PENSION PLAN

A. Permanent full-time employees are required to join the Public Employees Retirement System at the time of hire. This Plan requires employees to make contributions to the System on a percentage basis according to age at time of hire. The Authority matches these contributions thus providing for a retirement income. Basically, the program provides each qualified employee with:

1. A guaranteed retirement income for life based on the total years of service credit established in the System and final average salary.

2. Financial protection in case of disability or death.

3. Benefits in addition to Federal Social Security coverage.

4. Opportunity to participate in a Supplemental Annuity System by additional payroll deductions.

B. In connection with (2) above, this System has as one of its main features life insurance protection totalling 3 times the employee's base salary. Of this 1½ times annual salary is available at no cost. Descriptive brochures describing the Pension Plan in greater detail are available.

"G" - SCHOLARSHIP POLICY

A Scholarship Policy has been established to recognize and provide financial assistance to our young people who are dependent children, (adopted, step-children or legal ward), of permanent Parkway employees with a minimum of one year of employment.

In order to qualify for the Scholarship Program, the dependent child must be a secondary school senior who will graduate or did graduate during the current

academic year and who will enter college or is already registered at an accredited college, university or nursing school in the United States with a planned course of study relating to an associate degree or bachelor's degree. Scholarship assistance will continue, provided the dependent child maintains satisfactory progress towards his degree, until the requirements are completed for a bachelor's degree or certified course of study.

Upon successful completion of the first semester, each year the sum of \$250 will be paid directly to said institution provided the Parkway employee produces official documentation of enrollment to the Personnel Division. The scholarship payments will be made directly to the institution and will be credited to the account of the dependent child for payment of authorized college expenses, (tuition, room and board, books and other expenses). The receipt of any other scholarship award from any other source will not disqualify the aforementioned child from the Parkway's Scholarship Program. If a student's education is interrupted by illness, military service or other extenuating circumstances, consideration for reinstatement will be acted upon after submission of a satisfactory explanation to the Personnel Manager. Each case will be examined upon its own merits.

The processing of information and administration of this Program will be the responsibility of the Personnel Division subject to the recommendations of the Personnel Committee and approval by the Commissioners.

"H" - ACCIDENT AND SICK BENEFIT PLAN

All permanent employees or employees serving a probationary period for appointment to a permanent position with the New Jersey Highway Authority absent from their work because of illness will be entitled to a benefit of fifteen (15) days sick leave per year. If an employee leaves the Authority or dies during the calendar year, the 15 days per year benefit entitlement will be prorated. Absence from work because of a job connected injury will not be subtracted from an employee's sick allowance.

Those employees who have completed five years of service and resign will receive 25% of their unused sick leave up to a maximum of 240 days. Those em-

employees who retire or die with more than five years of service will receive payment for unused sick leave at a rate of 50% of their annual salary at that time up to a maximum of 240 days. No payment will be made upon termination. For the purpose of computing unused sick leave pursuant to this provision, there shall be deducted therefrom any sick leave days taken in excess of the number to which the employee would have been entitled by reason of length of service as of the effective date of this program.

New employees will accrue $1\frac{1}{4}$ day sick leave per month up to the maximum of fifteen (15) days in one year, although they would not be eligible to take any days off with pay during their first three (3) months of employment. Employees who are hired up to and including the 15th day of any month will be considered to have worked a full month. Employees who are hired after the 15th will be considered to have been employed on the first of the following month.

In special situations, the Department Head may recommend that allowances extend beyond the schedule. His recommendation, with reason, shall be submitted to the Personnel Committee which will investigate the circumstances and make their final recommendation to the Chairman of the Authority for his approval.

Effective January 1, 1969, an absence because of illness in the immediate family (same as "Death in the immediate family", Excused Absence Policy) will be charged against the employee's accumulated sick leave.

Those employees who will have overdrawn their sick leave entitlement at the initiation of this revised program will also be granted 15 days sick leave each calendar year. The unused balance of such annual allotments at December 31st of each year will be applied to reduce any deficit existing at that time.

Regulations

A. If a leave of absence is granted an employee because of pregnancy, no benefits shall be payable under the plan for any part of such leave. Pregnancy is a condition rather than an illness.

B. Benefits shall be calculated on the basis of employee's base pay rate in effect at the beginning of the absence.

C. Although the schedule is indicated in days, benefits allowable under the plan shall be calculated

as follows: For Category A employees, only absences of one or more full hours shall be charged to such leave.

D. If an employee is absent on a holiday which falls on a day he normally would not have been scheduled to work, such holiday shall not be charged against his allowable sick leave benefits.

E. An employee will qualify for benefits on completion of three months of active and continuous service. By active and continuous service is meant periods of employment for which credit is given under this plan. Credit is given for the periods of an employee's service from his continuous service date, i.e., the date of his current employment, but there shall be deducted therefrom, for the purpose of determining his length of service, all off-duty periods during which the employee is absent because of:

1. Personal business when such absence exceeds 13 consecutive weeks.

2. Other reasons over which the employee has control when such absence exceeds 13 weeks.

F. An employee who has completed six or more months of service and who is granted a military leave of absence will qualify for benefits applicable to his completed years of service, including the period of his military leave, upon return to Authority service.

G. An employee must commence anew to establish completed years of service under this plan:

1. If he is re-employed after having been terminated prior to accumulation of six consecutive months of active and exclusive service or

2. after resignation

H. Category A employees may be required to submit a medical certificate signed by a physician on forms provided by the New Jersey Highway Authority showing that the absence is due to illness or accident within the meaning of this plan after absence of two (2) days.

1. Illness or accident occurring when an employee is not on duty will serve to qualify such employee for benefits under this plan except where such illness or accident occurs while he is on a military leave of absence, or leave of absence granted for personal business.

1. Should an illness or injury occur during an absence of 14 calendar days or less for personal

business and continue beyond the date the employee is scheduled to return to work, the employee shall be entitled to receive benefits for which he may be eligible from the date of his scheduled return to work.

2. Should an illness or injury occur during a leave of absence for personal business more than 14 calendar days, or during a leave of absence for military service regardless of duration, and should such illness or injury continue beyond the date the employee is scheduled to return to work, the employee shall not be entitled to benefits. After the employee returns to work from such leave, he shall be granted benefits, if eligible, on a prorated basis, for subsequent absences on account of illness or injury. The pro rata allowance will also apply in cases of sick leave without pay.

J. Where an illness or accident occurs during absences when the employee is otherwise eligible for benefits and the illness or injury continues beyond the date the employee is scheduled to return to work, he will be entitled to the extent he is eligible thereof, to benefits for absence beyond that date on account of such illness or injuries.

Employees whose illness or injury commences during his vacation period and continues beyond the date of his scheduled return to work, shall be entitled to receive benefits for which he may be eligible from the date of his scheduled return to work.

K. If an employee is absent on the first scheduled work day of a calendar year because of continuous sick leave which began in the prior calendar year, he will not qualify for new annual benefits until he has returned to active service of at least five consecutive working days. However, an employee on such continuous sick leave will be entitled to the balance of sick time to which he was entitled at the end of the prior calendar year, until such time as he qualifies for his new entitlement.

L. If an employee's illness or disability results directly from misconduct, he may be disqualified for benefits under this plan at the discretion of the Chairman of the Authority.

M. In the case of chronic illness, i.e., cancer, diabetes, tuberculosis, hypertension, etc., or in the case of frequent absence on account of illness or accident, the Authority may appoint a physician to investi-

gate and determine the probable future frequency or duration of such absences, and handle each such case on its own merits regardless of this plan.

N. The Authority may have a physician investigate the circumstances of any employee's illness or injury to determine whether the employee is taking appropriate steps to expedite his recovery and return to work.

O. This plan is entirely voluntary on the part of the New Jersey Highway Authority and benefits hereunder shall not be subject to assignment, garnishment, attachment or execution. Neither shall this plan be construed to give an employee the right to be retained in the service of the Authority or entitle him to benefits hereunder after his separation from service with the New Jersey Highway Authority.

P. In special situations the Department Head may recommend that allowances extend beyond the schedule. His recommendation, with reasons, shall be submitted to the Personnel Committee which will investigate the circumstances and make their final recommendation to the Chairman of the Authority for his approval.

Q. In the application of this plan the records of the Authority shall be conclusive in determining an employee's length of service and wages.

R. The decision of the Authority shall be final and conclusive with respect to every question which may arise relating to either interpretation or administration of this plan.

S. This plan may be terminated or modified at any time by the Authority and no claims shall arise against the Authority in the event any such action is taken.

"I" - RETIREMENT

A. Vacation Pay

Retirement prior to June 30th credit is given for one-half ($\frac{1}{2}$) of vacation entitlement. Retirement after June 30th - full entitlement.

B. Sick Leave

Payment for unused sick leave at the rate of 50% of their annual salary at time of retirement up to a maximum of 240 days, provided more than five years of service has been completed at the time of retirement.

C. Blue Cross - Blue Shield Coverage

1. Retirees Under Age 65

Retirees may carry into retirement same coverage they have prior to retirement. They pay at a group rate which is deducted from their monthly pension

check. The retiree pays the entire amount.

2. Retirees Age 65 and Over

All individuals age 65 and over, who are enrolled in Parts A and B under the Federal Medicare Program, are eligible for a supplement to Medicare under the State plan. Payments are deducted from their pension. The retiree pays the entire amount.

D. Public Employees' Retirement System

Those retirees who are enrolled in this System will receive benefits as explained and outlined in the in the PERS Booklet for eligible employees. This pension is in addition to Social Security Benefits.

E. Retirement Policy

All Authority employees shall retire upon attaining age 70. If in the judgment of a Department or Staff Division Head the employee attaining his or her 70th birthday is essential, or if other justifiable reasons in the judgment of the Department or Staff Division Head are present, the employee may be retained in Authority employment for a period not to exceed six (6) months from the 70th birthday. All such extensions, however, and the reasons for same must be filed in application form for consideration by the Personnel Committee. Such application shall be initiated at least sixty (60) days prior to any retirement date. Under no circumstances will any employee be retained beyond the date of expiration of a single six (6) month extension of employment. If the extension is recommended by the Personnel Committee, such extension shall be subject to final approval by the Commissioners acting through the Chairman.

"J" - UNIFORMS

Provisions covering uniform clothing and equipment are found in Part III of the Toll Collector's Manual. A cleaning allowance will be paid in the amount of \$36.00 yearly during the first year of this Agreement, payable at the flat rate of \$3.00 a month to each Toll Collector. During the second year of this Agreement, July 1, 1972, to June 30, 1973, a cleaning allowance will be paid in the amount of \$48.00 yearly, payable at a flat rate of \$4.00 a month to each Toll Collector.

ARTICLE XII WORKING CONDITIONS

Section 1. The Authority and Union agree to cooperate in providing measures which will continue to make employees' working conditions and surroundings pleasant. The Union agrees that all employees shall care for and make proper use of the clothing issued by the Authority. The Authority shall give consideration to all suggestions submitted by employees and/or the Union.

Section 2. Employees, whenever possible, shall be assigned work within their Job Classification. In no event shall an employee be assigned work of a higher Classification when another employee of the higher Classification is available to do the work unless such time is to be credited to the On-the-Job Training Program.

Section 3. An employee shall have the right and duty to notify his supervisor of all hazardous safety conditions. No employee shall be required to operate equipment or drive a truck which is in an unsafe condition. The Authority's Safety Engineer or his designee shall make the determination as to the safety of vehicles or equipment in question.

Section 4. No employee shall be required to perform work other than that set forth in his particular job description. (Article XV) Each employee shall be responsible to his immediate Supervisor, or Foreman, or person in charge of his work assignment, except in cases of emergency or where the best interests of the Authority otherwise dictate. In the event a change in assignment is ordered by a superior other than an employee's immediate Supervisor, Authority agrees that it shall be the responsibility of such superior to notify the immediate Supervisor of such change forthwith by the most direct method available.

Section 5. All past privileges and practices not covered by this Agreement shall be continued. Employees shall be subject to existing Personnel Policies, Practices, Manuals, Rules or Regulations not herein enumerated except as they may be modified herein. No changes, additions, or revisions, shall be made or applied to employees covered by this Agreement, except and until agreed upon by the Union.

ARTICLE XIII UNION SECURITY

Section 1. In the event the Supreme Court of the State of New Jersey determines that provisions for Agency Shop, Union Shop, or modifications thereof may be included in Agreements between Autonomous Authorities and Majority Representatives, the parties hereto agree to meet and discuss proposals to amend this Agreement with respect thereto.

ARTICLE XIV MUTUAL COOPERATION

Section 1. The Union and Authority agree that mutual cooperation is necessary for the Authority 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. The parties further agree to meet and discuss in good faith all matters giving rise to a dispute on the application of this Agreement.

Section 3. The parties agree that the pursuit of harmonious relations between the Union and Authority is the continuing intent of the parties, recognizing the mutual responsibility of each under Chapter 303, P.L. 1968, to avoid strife and resolve quickly all disputes.

Section 4. The Authority agrees that the provisions of this Agreement shall be carried out in all respects through the life of this Agreement and assures the Union compliance by its Administrative and Management personnel.

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 life of the Agreement.

Section 6. The Union further agrees that during the term of this Agreement it shall cause no strikes, work stoppages, or other acts of disharmony contrary to the intent of this provision or law. The Union agrees that it has full responsibility for any such acts on the part of its negotiating unit.

Section 7. In the event of any such acts enumerated above, the Union agrees that any and all such employees so engaged shall be immediately subject to

disciplinary or dismissal action. The Union further agrees that it will immediately notify all employees in the negotiating unit that any such action is not sanctioned by the Union and that the Union joins with Authority in insisting that all employees cease and desist immediately.

Section 8. The Union further agrees that any strike, work stoppage, slowdown, or other overt acts of disharmony which continue beyond a thirty-six (36) hour period shall render null and void the provisions of this Agreement and shall hold safe Authority from the carrying out of any and all provisions of this Agreement thereafter.

Section 9. The Union further agrees that Authority shall have any and all recourse in law to restore normal working operations, including action against individual employees, the Union, and its representatives.

Section 10. The Union acknowledges that the employees represented by Union are public employees within the meaning of Article 1, 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 limitations upon their rights established by law.

ARTICLE XV

JOB CLASSIFICATIONS

Section 1. (a) Job Classifications and Descriptions for the following shall appear attached hereto as Addendum "A": Toll Collector, Maintenance Man III, Maintenance Man II, Maintenance Man I, Maintenance Man General and Maintenance Foreman. No changes shall be made in Job Classifications or Descriptions except as may be agreed upon by the parties hereto.

Section 1. (b) The duties of all Job Classifications will be carried out as it is outlined in the attached job description, Addendum "A", and will be shared equally by all.

Section 2. If the Authority requires the addition of new Job Classifications and attendant Descriptions due to a change in the nature of work assignments, it shall meet with the Union and submit same to the Union for review and negotiation, including the applicable rate of pay.

ARTICLE XVI RATES OF PAY

Section 1. New rates of pay will become effective July 1, 1971, with increases through July 1, 1972. Rates of pay and their effective dates shall appear attached hereto as Addendum "B".

Section 2. New hires shall receive a "Hiring Rate", a six-month raise and a one-year raise on their anniversary dates. Effective July 1, 1970, the rate of a New Hire, at the completion of one years' service, shall be the "Job Rate".

ARTICLE XVII AUTHORITY JURISDICTION

Section 1. The Authority shall continue to exercise exclusive jurisdiction in determining the number of Toll Collectors required and assigned at every Toll Plaza and Toll Ramp as well as the number of Automatic Toll Collecting Machines at such locations. By the same token, the Authority shall continue to determine the number and classification of Maintenance personnel required in each Maintenance District, the number of men and equipment required for the performance of any particular operation in any building or area of the Parkway and the assignment of personnel for special tasks outside the District of normal assignment. In addition thereto, the Authority shall continue to determine the necessity of shifting personnel to districts other than assigned on any particular day or days for the purpose of expediting work in other districts where such assistance is required. The Authority shall also continue to determine the number of Temporary employees required such as Senior Citizens and Summer Employees and the locations to which such personnel shall be assigned.

Section 2. The Authority shall continue to exercise exclusive jurisdiction in determining the necessity for the rental of equipment including operators when required in its judgment. It shall also continue to determine the items of Maintenance work to be performed by outside contractors.

ARTICLE XVIII LEGAL APPLICATION

Section 1. Either party to this Agreement may seek

legal relief or enforcement of the provisions herein.

Section 2. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to negotiate immediately a substitute for the invalidated portion thereof.

ARTICLE XIX ABSENCE POLICIES

Section 1. Procedure for Absence Reporting - Procedure for reporting illnesses by Toll Collectors is as provided for in Article III, Section B (3) of the Agreement between the American Federation of Technical Engineers, Local 196, and the New Jersey Highway Authority.

Outlined below is the method of reporting absence for all other employees:

A. For this instruction an absent employee is any employee not reporting for duty and proposing to use such absence as sick leave benefits.

B. Reporting Absences - When illness, injury or other emergency prevents an employee from reporting for duty, he must notify his immediate supervisor no later than one hour after his regularly scheduled starting time.

Employees on shift will call in as soon as possible, but no later than one hour before the start of the shift.

If the employee cannot call personally, he must arrange that the following information be given to his supervisor:

1. Employee's name
2. Telephone number and address where he can be reached
3. Reason for absence
4. Probable duration of absence

Section 2. Excused Absence - With Pay

A. Excused absence is paid absence which is not charged to vacation allowance or sick leave.

B. Basis for Excused Absence

1. Court Leave - Employees summoned for jury duty or subpoenaed as a witness may be excused for extended periods. An employee called for court

services, either as a witness or juror must present a Court Order, Subpoena or Summons to the Department Head as much in advance of the absence as possible. Upon return to work, the employee must submit written evidence of his attendance at court, showing dates served. (Such statements may be obtained from the Clerk of the Court). This evidence should be forwarded to the Personnel Manager for filing in the employee's personnel jacket.

2. Death in the Immediate Family - See Article XI - "C", Bereavement Pay.

3. Military Duty - Employees ordered to appear for a pre-induction physical examination for draft, enlistment or Annual Military Disability Pension Review.

4. For other reasons and in special situations, the Department Head may recommend that excused absence be granted beyond the above schedule. His recommendation, with reasons, shall be submitted to the Chairman of the Authority for his consideration. Upon approval of the Chairman of the Authority or his designee, the excused absence may be granted.

C. Additional Excused Absence - The Chairman of the Authority, or his designee, may grant excused absence to Category A employees for periods in excess of three days for absences described in B - 1, B - 2, B - 3 and B - 4.

Section 3. Military Leave of Absence Policy

A. Definition - Military leave of absence is permission granted an employee to be absent from his regularly prescribed duties at the New Jersey Highway Authority for the duration of a tour of active military service. Military service is considered to be active service of selectees, enlistees and reservists in the armed forces of the United States of America, including the Coast Guard.

B. Policy

1. Military Leave of Absence is granted employees of the New Jersey Highway Authority whenever they receive orders requiring performance of an extended or short-term tour of active duty. It is the policy of the Authority to assure employees of reassignment upon return. This applies to both permanent and probationary employees.

2. An employee who enters military service will be granted a military leave of absence to cover the

period of his military service.

3. A military leave of absence shall extend for the period of such service and for a further period of three months after receiving discharge from such service. If any such person shall be incapacitated by wound or sickness at the time of discharge from such service, leave of absence shall be extended until three months after recovery from such wound or sickness, or until the expiration of two years from the date of discharge from such service, whichever shall first occur. If the returning employee is unable to perform his former duties as a result of injuries sustained during service, or if his original position has been discontinued, he is assigned to another suitable position on an individual basis.

C. Extended Active Duty

1. Extended active duty constitutes any period of full time active military service in excess of 17 days for training of service in the Armed Forces of the United States of America, Coast Guard, National Guard or Naval Militia of the State of New Jersey.

2. The entry into extended active duty of an employee granted military leave of absence does not change the employee's status within the New Jersey Highway Authority (Section 3 - B - 1). In the case of probationary employees, however, the balance of the probationary period must be completed upon return from military leave before the employee may attain permanent status.

3. Employees granted military leave of absence without pay for extended active duty will receive payment in cash for any accumulated vacation or compensatory time credited to him at the start of military leave.

4. Any employee on military leave for extended active duty, and who is a member of the Public Employees' Retirement System will receive, at no cost to him, the same retirement benefits he would have otherwise received, had he not been on military leave. The Authority will pay the New Jersey Highway Authority's and the employee's share of the Public Employees' Retirement System's deductions based upon the employee's rate and salary, etc.

D. Short-Term Active Duty

1. Short-term active duty means full-time duty for a period of 17 days or less in any one year as a member of the National Guard or Naval Militia of New

Jersey or any branch of the Armed Forces of the United States. Military leave of absence will be granted whether the short-term active duty is voluntary or involuntary.

2. Benefit Plans - During the period of short-term active duty, the employee retains all benefits and coverages. Payments for benefit plans will be made by regular payroll deductions upon his return.

3. Request for Military Leave of Absence - Short-Term Active Duty

a. The employee who expects to go on short-term active duty should notify his supervisor as soon as possible.

b. The employee will forward a legible copy of his official orders to his Department Head with a written request for Short-Term Military Leave.

c. A copy of the request should be initiated by the Department Head and forwarded to the Personnel Manager along with the copy of his official orders and Payroll Advice.

4. Payment of Wages and Salary - The New Jersey Highway Authority will pay the employee's salary less the sum of the employee's military pay and allowances other than travel allowances. Such payment will be made upon his return to work and upon furnishing evidence of the amount of military pay and allowances, other than travel allowance.

During his short-term active duty the employee is still liable for payments on all employee benefit plans where applicable. The Finance Department will deduct these amounts from the employee's next regular pay check.

Section 4. Leave of Absence - Without Pay

A. When conditions of the Authority permit, a permanent employee may be granted a leave of absence to attend to personal business. Leave of absence is any approved extended period from work without pay.

B. In appropriate circumstances, Department Heads may grant leaves of absence of not more than two weeks duration to employees who have completed at least one year of New Jersey Highway Authority service.

C. Leaves of absence in excess of two weeks may be granted, providing the employee requesting such leave has been employed by the Authority for one year or more, only on the recommendation of the Department

Head and approval of the Chairman of the Authority or his designee.

Leaves of absence in excess of 30 calendar days may be granted only in exceptional circumstances providing the employee requesting such leave has been employed by the Authority for two or more years. In such cases, the Department Head will submit all pertinent information, along with his recommendations, to the Chairman of the Authority for his approval.

D. The "Payroll Advice Form", with the necessary signatures, must be used for the approval of all leaves of absence in excess of two weeks.

ARTICLE XX

CATEGORIES OF EMPLOYEES

This instruction lists and describes the distinct categories of employment in the New Jersey Highway Authority, which are based on the degree of responsibility and training, the employment status and the nature of the work.

A. Categories Based on Degree of Responsibility and Training

Category A includes Toll Collectors, Maintenance Men 1, 2 and 3, Maintenance Foremen and Maintenance Men General.

B. Categories Based on Employment Status

1. Permanent Employee - An employee who has been continuously employed by the New Jersey Highway Authority shall become permanent at the end of the specified probationary period, provided a Payroll Advice signifying the satisfactory completion of the probationary period is duly processed and accepted.

However, such employee shall not become permanent within the meaning of the Authority's Tenure of Office Policy until he has been continuously employed by the New Jersey Highway Authority for more than twelve months.

2. Probationary Employee - An employee who is serving a test period under any of the following types of probation:

a. New Jersey Highway Authority probation, which pertains to an employee who is serving the minimum working test period of three months, or such longer period as specified by the Department

Head, in order to qualify as a permanent employee. An employee who is on this particular type of probation shall be enrolled in the Public Employees' Retirement System on the successful completion of his probationary period or on completion of four months of continuous service whichever shall occur first. Enrollment at that time, however, may be back dated to his original date of continuous employment. After two months of continuous employment, this class of employee will be eligible for enrollment in the Authority's Major Medical Insurance Program and Dental Program.

b. Promotion probations, which pertains to an employee who, following promotion to a position, is serving a working test period before attaining permanent status in the new position. Such probationary period is to be specified by the head of the department in which the employee has been promoted.

c. Departmental probation, which pertains to an employee who, following transfer from one Department or Division to another, is serving the probationary period specified by the Department or Division Head having final jurisdiction.

d. A probationary period can be extended only once for a maximum added time not in excess of the initial probationary period, except that with the approval of the Department Head, a further extension may be granted.

e. A probationary employee's rights will be preserved when such employee is called to Military Service. His probationary period will resume upon his return to his former job.

3. Temporary Employee - An employee hired on a nonpermanent basis for either a fixed or indefinite period of employment. Temporary employees may be paid on an hourly basis.

For vacation leave and/or accident and sick benefit purposes, a temporary employee's first year of service will not count toward "Length of Service" in the related entitlement schedule except for those temporary employees before January 28, 1965.

A temporary employee is not eligible for enrollment in the Authority's Major Medical insurance program or Dental Program.

ARTICLE XXI
LABOR RELATIONS COMMITTEE

The Authority and the Union herein agree to the formation of a Labor Relations Committee composed of two (2) Authority representatives and two (2) Union Officials.

The purpose of such Committee will be:

1. To maintain full confidence between the Union, its members, and the Authority.

2. To function expeditiously and efficiently in Step 3 of the Grievance Procedure.

3. To serve as an effective and functioning Committee regarding mutual major problems of a labor relations nature.

ARTICLE XXII
LONGEVITY PAY POLICY

Effective December 31, 1969, employees who have completed ten (10) years of Permanent Authority employment shall be entitled to receive a longevity pay of 2% per annum in the case of a 10 year employee and 3% per annum in the case of a 15 year employee which shall be added to the base rate of pay. Thereafter, employees attaining longevity status shall be entitled to this benefit in the following manner:

1. Employees reaching 10 or 15 years service during the period January 1st through June 30th of any given year shall receive the longevity pay commencing with the first pay period after July 1st of such year.

2. Employees reaching 10 or 15 years service during the period July 1st through December 31st of any given year shall receive the longevity pay commencing with the first pay period after January 1st of the following year. Effective January 6, 1971, the longevity pay for employees having completed ten years Permanent Authority employment shall be 3% and for those having completed 15 years of such service, 5% per annum.

ARTICLE XXIII
MENTAL OR PHYSICAL DISABILITY POLICY

Whenever it is believed that an employee is unable to perform the duties of his employment because of mental or physical disability, as certified to by a physician or physicians selected by the Authority for

the purpose, the immediate supervisor shall forward a complete written report concerning same to the Division Head. If, upon review of such report, the Division Head shall determine that good and sufficient cause is present for the dismissal, transfer or demotion of said employee, he shall prepare a written notice of the date and time of a hearing to be held before the Department Head and cause the same to be served upon the employee, either personally, or by certified mail, return receipt requested. The hearing should be scheduled not more than ten (10) working days from the date of the notice.

The notice shall advise the employee of the nature of the hearing, shall contain a summary of the findings of a physician or physicians and shall explain the possible result of such hearing which shall be a recommendation to the Personnel Committee that the employee be retained in his present position, demoted, transferred or dismissed.

The notice shall, also, advise the employee of his right to file a written statement of his contentions within five (5) working days of the date of service of the notice. The employee shall also be informed that he may be represented and accompanied by any representative of his own choosing and may present any pertinent information or evidence in his own behalf.

The Department Head shall consider the testimony presented at the hearing and the written reply, if any, and the testimony offered by the employee. Thereafter, the Department Head shall forward a written report of the hearing to the Personnel Committee together with his recommendation as to the disposition of the case. This report and recommendation should be forwarded to the Personnel Committee within ten (10) days of the date of the hearing.

The Personnel Committee shall consider the record presented to it and reach a determination thereon. Such determination shall be in the form of a recommendation to the Chairman of the Authority that the employee be either retained, demoted, transferred or dismissed. It may in its discretion take additional testimony, in which event the employee shall be duly notified so that he may be present and represented, if he so desires. The recommendation of the Personnel Committee should reach the Chairman of the Authority

within ten (10) working days of its receipt of the report of the Department Head. The Department Head of the employee concerned shall not participate in the deliberations of the Personnel Committee.

ARTICLE XXIV PAYROLL DUES DEDUCTION

The Authority agrees to deduct from the compensation of any employee member of the American Federation of Technical Engineers, AFL/CIO, Local 196, sufficient monies for the purpose of paying the employees dues to the American Federation of Technical Engineers, AFL/CIO, Local 196, provided said employee makes such request, in writing, to the Comptroller's Office of the Authority.

Monies so deducted by the Authority shall be transmitted to the American Federation of Technical Engineers, AFL/CIO, Local 196.

Any such request for deduction may be withdrawn at any time upon filing Notice of Withdrawal with the Comptroller's Office, of the Authority, effective either January 1 or July 1 as selected by the employee.

ARTICLE XXV POLICY OF TENURE OF OFFICE

A. Each Permanent Employee shall be deemed to be employed upon the condition that he shall not be removed from the particular office, position or employment held by him except for good and sufficient cause or reason, and then only after a hearing under such rules and regulations of the Highway Authority as may then be in effect. It is the intent of this resolution to create for the Permanent Employees of the Highway Authority a tenure of employment which will be permanent, subject to good behavior, the proper performance of his duties, or the possible reorganization or reduction of personnel (in whole or in part) in the interest of efficiency, economy, or otherwise. Any dismissal, demotion or transfer of an employee or the abolition of a particular office or position for any other or hidden motives shall be regarded as violative of the spirit under which this resolution is adopted.

B. The following are examples of good and sufficient cause or reason for removal, dismissal, transfer, demotion or abolition of a particular position within the meaning of the resolution:

1. Mental or physical disability which impairs the ability of an employee to perform his duties.

2. Neglect or failure of an employee to perform the duties of his office, position or employment.

3. Violation of any rule or regulation prescribed by the New Jersey Highway Authority for the administration of its employees.

4. Conduct which is prejudicial to the New Jersey Highway Authority or the public interest.

C. The following are examples of good or sufficient cause or reason for removal, dismissal, transfer, demotion or abolition of a particular position within the meaning of this resolution by the Authority, without hearing:

1. The attainment of an age which the Highway Authority may hereafter fix for retirement because of superannuation.

2. The reorganization of the Highway Authority or of one of its facilities, properties, departments, divisions or projects.

D. Definitions

In this resolution:

1. "Employee" means any person regularly employed by the New Jersey Highway Authority.

2. "Permanent Employee" means any employee who has been continuously employed by the New Jersey Highway Authority for more than twelve months and who is not a "Temporary Employee" as hereinafter defined.

3. "Temporary Employee" means any person

- a. Who has not had continuous employment with the New Jersey Highway Authority for twelve full months or
- b. Who has been hired for a temporary period of employment whether for more or less than twelve months, or
- c. Who has been hired to fill a position vacated by an employee absent on an authorized leave of absence.

4. "Continuous Employment" or words of similar import shall mean uninterrupted employment by the Highway Authority in any office, position or employment, after January 1, 1955. Time spent on absence on military leave, sick leave or other absence authorized or excused by the Department Head shall be included in computing the period of continuous em-

ployment.

E. Temporary Employees may be discharged for any cause or reason without hearing.

ARTICLE XXVI
ASSIGNMENT OF WORK
OUT OF CLASSIFICATION

Section 1. Employees, whenever possible, shall be assigned work within their Job Classification. In no event shall an employee be assigned work of a higher Classification when an employee of such higher Classification is available to do work.

Section 2. If an employee is assigned to perform the duties of a higher Classification, he or she shall receive the rate of the higher Classification for the time spent in said Classification, computed to the nearest fifteen (15) minutes, except in the case of Tolls where On-the-Job Training is applicable.

Section 3. Within each Maintenance District three (3) Maintenance Men 1 and three (3) Maintenance Men 2 shall be selected in accordance with the following procedure for assignment to any work out of Classification:

A. Union shall first select two Maintenance Men 1 to train as Maintenance Men General in each District. Authority will select a Maintenance Man 1 in each District for such training. The Authority's selection will be an employee with no less than five (5) year's seniority as defined in Article IV herein. Thereafter, any assignment in the Maintenance Man General Classification will be alternated between the three (3) Maintenance Men 1 so that insofar as possible each man will receive equal training in each District. In the event of a Maintenance Man General vacancy, the senior man of the three being trained will be offered the promotion opportunity. If he accepts and is promoted, another man will be designated by the original appointer to fill the vacancy. If he refuses the promotion, he will be dropped from the program, the second man will be promoted and new men will be appointed as heretofore described.

B. The same procedure described in A. will be followed for Maintenance Men 2 to be trained as Maintenance Men 1.

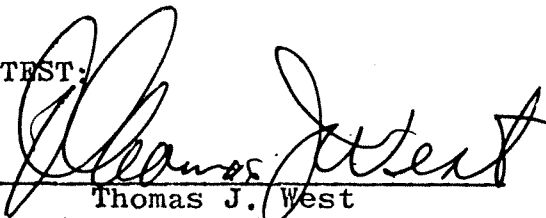
ARTICLE XXVII
TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 1971, except as otherwise specifically provided herein, subject, however, to compliance in all respects with the rules and regulations of the President's Cost of Living Council, the Office of Emergency Preparedness, and the President's Pay Board when the latter has been established and becomes operative. It shall be binding upon the Authority and the Union until June 30, 1973, and thereafter from year to year unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement a desire to make a change in the Agreement.

Section 2. If either party gives notice to the other of a desire to change any of the terms of this Agreement pursuant to Section 1, then within ten (10) days from the service of said notice, representatives of the Authority and the Union shall meet to begin discussion and negotiations of such change.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed under their hands and seals.

WITNESSES:




Thomas J. West
Assistant Secretary

WITNESSES:



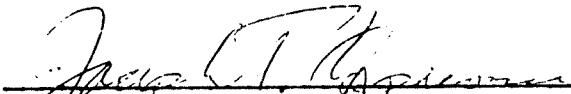
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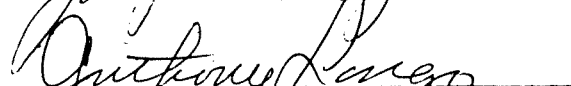
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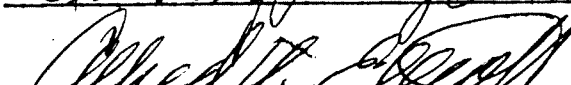



John P. Gallagher
Chairman

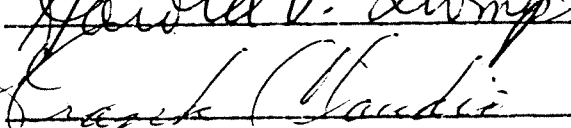
FOR LOCAL 196, A.F.T.E., AFL/CIO











ADDENDUM "A"
TOLL COLLECTOR

JOB DESCRIPTION

Responsible for collecting and classifying tolls (currency, tickets and others) from patrons.

Responsible for accounting for personally collected or assigned funds.

Responsible for maintaining good public relations with patrons of the New Jersey Highway Authority.

Responsible for the maintenance of assigned property owned by the New Jersey Highway Authority.

Responsible to perform the following functions: walker, baby-tender, operation of pushmobile, moving cones, picking up coins, putting out bombs and flares, assist the Assistant Plaza Supervisor and/or Plaza Supervisor in pulling vaults, giving out leaflets, receipts, information, change signs, use of salt and shovel during snow, security checks as assigned and any general duties assigned by the Supervisor.

In addition, a Toll Collector will perform all other functions as described in the Toll Collector's Manual.

JOB SPECIFICATIONS

EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

Ability to handle currency and prepare change rapidly and accurately.

Ability to operate toll recording devices.

Ability to give clear, concise and correct information.

Ability to prepare Toll Division forms.

Pleasant and tactful personality and neat appearance.

Good physical condition due to rotating shifts and weather extremes.

MAINTENANCE DIVISION

MAINTENANCE MAN 3

DUTIES

Responsible for building custodial work and gen-

eral grounds keeping work, including but not necessarily limited to lawn mowing and maintenance, including any general labor.

Must possess a valid New Jersey's driver's license.

Must have a telephone available and must be available in cases of emergencies.

MAINTENANCE MAN 2

DUTIES

Responsible for repairs, preventive maintenance and/or proper operation of all equipment not listed as being the responsibility of a Maintenance Man General or a Maintenance Man 1.

Responsible for the proper maintenance, improvement and repair of the facilities of the New Jersey Highway Authority, including any general labor.

Must possess a valid New Jersey's driver's license.

Must have a telephone available and must be available in cases of emergencies.

MAINTENANCE MAN 1

DUTIES

Responsible for the proper maintenance, improvement, and repair of the facilities of the New Jersey Highway Authority.

Responsible for the safe and proficient operation of the following equipment:

1. Five-Ten Ton Pavement Roller
2. 50,000 G.V.W. Trucks and Above
3. Tractor-Lowboy Trailer
4. Seaman Pulvimixer
5. Truck Mount (Mobile) Street Sweeper
6. Front End Loader, 1 C.Y. and Above
7. Backhoe
8. Snow-Melter
9. Large loader-attached Snow-Blower
10. Compressor Airless Spray Gun
11. Mulcher (operator)
12. Truck on which Earth Boring Machine is mounted (Pile Driver)

In addition, must be available to operate the equipment operated by Maintenance Man 2, including any general labor.

Operates and performs minor maintenance on the equipment to which assigned.

Inspects equipment for proper operating conditions before and after using.

Makes minor repairs or adjustments, washes, and lubricates equipment or parts thereof as required.

Responsible for specific equipment as assigned.

Assists other employees in the performance of special duties.

Performs related work as required, within this classification.

Must possess a valid New Jersey's driver's license.

Must have a telephone available and must be available in cases of emergencies.

MAINTENANCE MAN GENERAL

DUTIES

Responsible for the proper maintenance, improvement and repair of the facilities of the New Jersey Highway Authority.

Responsible for the safe and proficient operation of the following equipment:

1. Dragline
2. Bulldozers
3. Gradall Unit
4. Traffic Line Spraying Device (Truck Mounted)
5. Grader
6. Hydraulic controlled Earth Boring Machine (Pile Driver)

In addition, must be available to operate the equipment listed for Maintenance Man 1 and the equipment operated by Maintenance Man 2, including any general labor.

Maintains the equipment in operation.

Secures equipment, tools, accessories, to prevent loss whenever it is necessary to store or leave units.

Responsible for specific equipment assigned.

Assists in mechanical duties, equipment moving, etc., when weather or workload is such that heavy equipment is idle.

Performs all related work as required within this classification.

Must possess a valid New Jersey's driver's license.

Must have a telephone available and must be available in cases of emergencies.

FOREMAN - MAINTENANCE

DUTIES

Responsible for the scheduling of work and supervision of subordinates.

Responsible for all assigned work in designated area.

Responsible for good housekeeping and safety regulations on roadway.

Responsible for on-the-job instruction of subordinates.

Responsible for checking maintenance problems in order that they may be properly handled.

Responsible for preventive maintenance measures on equipment in order to avoid breakdown.

Performs other related duties as may be delegated.

Responsible to the District Supervisor or Assistant District Supervisor where so staffed.

Man must possess a valid driver's license to operate such equipment requiring such license.

Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

ADDENDUM "B"

The following hourly rates will be in effect during the term of this Contract:

July 1, 1971 - 1972

Toll Collector	\$4.73 per hour
Maintenance Man 3	\$3.98 per hour
Maintenance Man 2	\$4.11 per hour
Maintenance Man 1	\$4.58 per hour
Maintenance Man General	\$5.38 per hour
Foreman, Maintenance	\$5.63 per hour

July 1, 1972 - 1973

Toll Collector	\$5.00 per hour
Maintenance Man 3	\$4.25 per hour

Maintenance Man 2	\$4.42 per hour
Maintenance Man 1	\$4.85 per hour
Maintenance Man General	\$5.65 per hour
Foreman, Maintenance	\$5.90 per hour

