

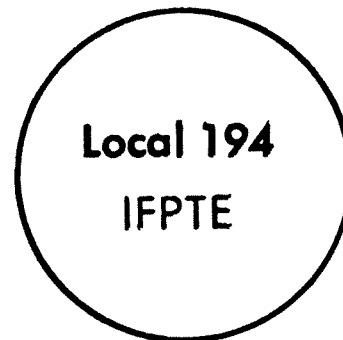
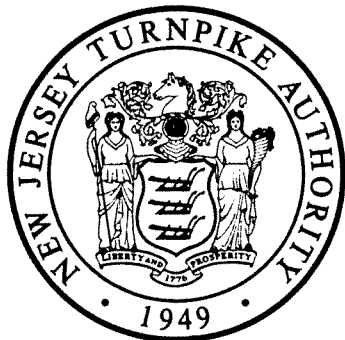
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**AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY**

and

**LOCAL 194, IFPTE, AFL/CIO-CLC
TOLL COLLECTION AND MAINTENANCE UNIT**



July 1, 1974

AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY
AND
LOCAL 194,
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
AFL/CIO-CLC

TOLL COLLECTION AND MAINTENANCE UNIT

JULY 1, 1974

TABLE OF CONTENTS

ARTICLE		PAGE
I	Statement of Joint Purpose	1
II	Recognition	1
III	Payroll Dues Deductions	1
IV	Unit Identification	2
V	Discrimination	2
VI	Maintenance of Membership	2
VII	Classes of Employees	3
	A. Permanent Employee	3
	B. Probationary Employee	4
	C. Seasonal Employee	4
	D. Temporary Employee	4
VIII	Hours of Work, the Work Day and Work Week	4
	A. Maintenance Department	4
	B. Toll Collection Department	5
IX	Pay Policies	7
	A. Maintenance Department	7
	1. Job Classifications and Salary Ranges	7
	2. Overtime Duty	8
	B. Toll Collection Department	9
	1. Job Classifications and Salary Ranges	9
	2. Overtime Duty	10
	C. Time Change	11
	D. Shift Differential	12
X	Seniority	12
XI	Job Assignments	13
	A. Transfers	13
	(1) Maintenance Department	13
	(2) Toll Collection Department	13
	B. Temporary Assignments	14
	C. Inter-Departmental Transfers	14
XII	Promotions	15
XIII	Apprenticeship	16
XIV	Promotion to Management Positions	16
XV	Leaves of Absence	18
	A. Leaves With Pay	18
	(1) General	18
	(2) Sick Leave	19

ARTICLE		PAGE
	(3) Temporary Disability Leave Policy	20
	(4) Attendance in Court	22
	(5) Military Field Training	22
	(6) Veterans Administration	23
	(7) Jury Duty	23
	(8) Death in Family	23
	B. Vacations	23
	C. Leaves Without Pay	26
	(1) Sickness	26
	(2) Military Leave	26
	(3) Unauthorized Leave	27
XVI	Grievance Procedure	27
XVII	Disciplinary Action	28
XVIII	Benefits	31
	A. Health Plans	31
	(1) Blue Cross and Blue Shield Protection	31
	(2) Major Medical Protection	32
	(3) Dental Plan	32
	B. Group Life Insurance	32
	C. Travel Insurance	33
	D. Holidays	33
	E. Days of Special Significance	34
	F. Uniforms	34
	G. Workmen's Compensation	35
	H. Longevity Payment	35
	I. Tool Allowance	36
	J. Mileage	36
	K. Meal Allowance	36
	L. Pension Plan	36
	M. Retirement	37
	(1) Vacation Pay	37
	(2) Sick Leave Payments	37
	(3) Blue Cross-Blue Shield Coverage	37
	(4) Public Employees' Retirement System	37
	(5) Social Security	37
	N. Suggestion Awards Program	38
XIX	Safety	38
XX	Mutual Cooperation	38
XXI	Union Representation	40
XXII	Layoff	40
XXIII	Term of Agreement	41
EXHIBIT A	Salary Ranges and Job Classifications	

AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY

and

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

This Agreement, made and entered into as of July 1, 1974 and effective through midnight June 30, 1977, is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority" and Local 194, International Federation of Professional and Technical Engineers, AFL/CIO-CLC, hereinafter referred to as the "Union".

ARTICLE I
Statement of Joint Purpose

The parties to this Agreement affirm their understanding that the Authority is a public benefit corporation and its facilities are managed for the safety and convenience of the public, essential commerce, and the national defense. It is the declared purpose of this Agreement to maintain the quality and efficiency of Authority facilities and services, mindful of the public need for economic transportation, the employee need for fair compensation, working conditions and benefits, and the obligations of the Authority under State and other laws and its covenants with the holders of its bonds. To this end, the Authority and the Union join themselves together to observe in good faith the terms of this Agreement.

ARTICLE II
Recognition

The Authority recognizes the Union as exclusive representative of the Union, as certified by the Public Employment Relations Commission in its written opinion dated March 5, 1970, Docket Number R-50 and including craft employees and maintenance records clerks; all in accordance with the Laws and Constitution of the State of New Jersey.

ARTICLE III
Payroll Dues Deductions

The Authority agrees to deduct from the compensation of any employee member of the International Federation of Professional and Technical Engineers, Local 194, sufficient monies for the purpose of paying the

employee's dues to the International Federation of Professional and Technical Engineers, Local 194, 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 International Federation of Professional and Technical Engineers, Local 194.

Any such written request for the deduction of employee's dues, as stated above, may be withdrawn by the employee at any time upon the filing of Notice of Withdrawal with the Comptroller's Office of the Authority. The filing of Notice of Withdrawal shall be effective, to halt deduction of said monies, as of January 1 or July 1, as selected by the employee next succeeding the date of which Notice of Withdrawal is filed, whichever of said dates first succeeds the date of filing of Notice of Withdrawal.

ARTICLE IV Unit Identification

The Unit shall consist of all permanent full-time toll collectors and permanent full-time maintenance employees, including craft employees, maintenance records clerks, parts and inventory counter men and communications technicians in the Operations Division of the New Jersey Turnpike Authority, but excluding all part-time, Seasonal and Temporary employees, office and clerical employees and policemen, managerial executives and supervisors.

ARTICLE V Discrimination

The Authority and the Union recognizes the Constitutional equality of each and every employee, and agrees that no employee shall be discriminated against in the course of his or her employment with this Authority by reason of age, sex, color, creed, nationality and union activity.

ARTICLE VI Maintenance of Membership

A. It is the intent of this Agreement to preserve the security and integrity of the negotiating unit as herein defined and as contemplated by the Constitution and Laws of the State of New Jersey. In view of the fact that the Union, as the exclusive negotiating agent for all employees is obligated to represent fairly and without discrimination all employees within the Unit, whether or not they are members, it is recognized that there is a corollary obligation on the part of said employees to compensate the Union for its expenses of such representation.

- B. When the Supreme Court declares Maintenance of Membership to be legal, the following provisions will be effective the first of the month next following the month of such decision:
1. The Union covenants and represents that it conducted an election for its members concluding on July 8, 1970, wherein the Union membership exercised their option to accept or reject maintaining their membership during the term of this agreement. All present members of the Union, having exercised said option, shall remain members of the Union for the term of this Agreement. All employees who are not now members may remain nonmembers. However, if said employees are otherwise eligible for membership, they may be members of the Union. All new employees of the negotiating unit shall have 30 days in which to become members of the Union or remain nonmembers. However, if said new employees are otherwise eligible for membership, they may become members of the Union at any time. Those who elect to become members of the Union will remain so for the life of the agreement.
 2. For those who remain in the Union or become members of the Union, continued membership shall be a condition of employment for the life of the agreement.
- C. When Agency Shop is enacted by the Legislature of the State of New Jersey and becomes law and is applicable to the Authority, then it shall be effective on the first day of the month of the second month succeeding the date it shall be legal.

ARTICLE VII
Classes of Employees

A. CLASS 4

Permanent Employee - A full-time employee who has successfully completed the probationary working test period as prescribed by the New Jersey Turnpike Authority and who has been assigned to a permanent position. Full-time service shall be considered to be an eight hour work day and forty hour work week as prescribed by the New Jersey Turnpike Authority, and as may be modified by mutual consent of the International Federation of Professional and Technical Engineers, Local 194, and the New Jersey Turnpike Authority.

B. CLASS 3

Probationary Employee - An employee who is hired by the New Jersey Turnpike Authority to fill a permanent continuing position on a full-time basis, and who is in the process of completing the prescribed working test period for new hires.

C. CLASS 2

Seasonal Employee - An employee who is hired for the purpose of rendering occasional services on a non-continuing, but recurring basis, who may work the prescribed work day and work week, provided, however, that such employment shall not exceed one hundred work days in a calendar year.

D. CLASS 1

Temporary Employee - An employee who is hired on a full-time basis to work the prescribed work day and work week in a position which is not permanently budgeted; as a sick leave replacement for an employee on workmen's compensation; as a replacement for a permanent employee on a leave of absence; or as a casual employee to provide specific services for a period not exceeding one calendar year.

ARTICLE VIII

Hours of Work, the Work Day and Work Week

A. Maintenance Department

1. The scheduled work week for the Maintenance Department shall be 40 hours per week consisting of 5 eight (8) hour work days.
2. The regular working hours for the standard shift will run from 8:00 A.M. to 4:30 P.M. on Mondays through Fridays, excluding holidays. Non-standard shifts, similarly, shall consist of an eight (8) hour work day. All shifts shall include two 15 minute break periods, and shall be exclusive of a one-half ($\frac{1}{2}$) hour lunch period. Break periods shall be specified by supervision dependent upon the circumstances.

3. There are presently a number of non-standard shift assignments (including 4:30 P.M. to 1:00 A.M. and 10:30 P.M. to 7:00 A.M. currently being utilized) and from time to time additional non-standard shift assignments will be necessary. Persons employed prior to July 1, 1971 and working standard shifts are not subject to changes in their basic shifts. Anyone hired on or after July 1, 1971 will be required to work shift assignments, as such shifts are put into effect, starting with the most recent (having least seniority) employee within the classification and work group.
4. The beginning of non-standard shifts both as to hour and day of the week will be determined so that services will be available when needed. These shifts will be published as far in advance as practicable.
5. On all shift work there will be at least 12 hours off between the end of one shift and the beginning of the next.
6. For shifts other than standard there will be two consecutive days off in each week, whenever possible.

B. Toll Collection Department

1. The scheduled work week of all collectors is 40 hours per week, consisting of 5 eight (8) hour work days in any one work week.
2. Each collector's work week shall be determined by a published schedule indicating his initial and concluding hour. The work week for all collectors will commence with the number one shift each Monday morning and continue through the number three shift the next following Sunday night including check-out time.
3. Starting and closing time for all shifts shall be standard to all Interchanges.
4. The toll collection operation shall employ the following shifts including check-out time:

<u>Shift</u>	<u>Start</u>	<u>Finish</u>
1	10:30 P.M. (Preceding day)	7:00 A.M.
1C	5:30 A.M.	2:00 P.M.
2	6:30 A.M.	3:00 P.M.
2B	10:30 A.M.	7:00 P.M.
2C	1:30 P.M.	10:00 P.M.
3	2:30 P.M.	11:00 P.M.

5. Whenever possible, collectors will be given two consecutive days off in each scheduled work week.

6. The regular work day will include no more than seven (7) hours of booth duty, the remainder of the regular eight (8) hours of work representing check-out time and break time for each scheduled tour. Collectors will be allowed one-half hour check-out time for each scheduled tour of duty at all interchanges, whether working an entry or an exit lane. There shall be two fifteen (15) minute breaks during the regular work day. An uninterrupted lunch period of one-half hour will be provided at all interchanges. Insofar as possible, breaks and meals will follow a pre-arranged schedule and there shall be at least 45 minutes between an employee's break and meal period. However, where conditions warrant, employees may combine their breaks and meal period into a single relief, with the approval of the supervisor.

If, in an emergency, breaks or meal periods cannot be provided, employees will be compensated at overtime rates.

7. The work day will consist of a twenty-four (24) hour period beginning at the time of the start of a collector's regularly scheduled shift. The work day may be reduced by four (4) hours, becoming a twenty (20) hour period commencing with the start of a collector's regularly scheduled shift when shifts are being rotated and when heavy traffic conditions are anticipated. In no event will a collector be scheduled to work any shift at straight time pay without at least twelve (12) hours off between the end of one shift and the beginning of the next, exclusive of check-out time.
8. a.)
Re-bidding of all schedules will occur only as needed with a minimum time to be once yearly unless the opening of additional facilities should require a special re-bid. Selections for positions shall be by Job Classification Seniority.

b.)
Nothing herein shall prohibit the Authority from establishing and posting modified schedules of work dictated by changing traffic patterns, but changes in permanent schedules made for such reasons shall apply only to the next or subsequent schedules.
9. The Authority will continue to reduce the number of double-door operations and will renew its attempt to eliminate such operations, except as needed for breaks and lunch periods.
10. The Authority will eliminate one-man operations.
11. Schedules will be revised to eliminate combination shifts except as performed by vacation-reserve collectors.

12. The Authority will establish as many Monday through Friday schedules as is practical, governed by the required number of tours.
13. Schedules will be posted two weeks in advance of the effective date of each and the weekly lane schedules will be maintained as posted. Tour swaps in the Toll Collection Department will be permitted with at least 24 hours notice to supervision, provided a minimum of eight hours of off-duty is provided for between shifts. Double tour swaps will be permitted only in emergency situations with the prior approval of supervision.
14. Vacation Relief and Reserve Collectors are guaranteed a minimum of one week-end off in each 14 week period which may include his vacation.

ARTICLE IX
Pay Policies

A. Maintenance Department

1. Job Classifications and Salary Ranges

- (a) The job classifications for employees in the Maintenance Department are shown in Exhibit A along with the salary ranges.
- (b) New employees will serve an active probationary period commencing with the date of hire, not to exceed six (6) months. New apprentice appointments will be handled in accordance with provisions of the Apprentice Program. Upon satisfactory completion of the probationary period, the employee's length of service with the Authority will be calculated from the employee's date of hire.
- (c) In the event of promotion an employee will serve a ninety day working test period at the job rate, after which he shall assume permanent status if satisfactory or in the event of unsatisfactory performance shall revert to his former classification and rate without loss of seniority.
- (d) Employees who are required to work more than ten (10) continuous hours will receive one-half hour off with pay and a meal allowance. During a declared emergency, the Authority will grant a meal allowance after each additional eight (8) hour period over the first ten hours and appropriate paid time off for additional meals. No meal allowance will be paid for any period less than eight (8) hours.
- (e) Whenever possible, pay checks will be available each week on Fridays at each district and shop before 12:00 noon.

- (f) The Authority will pay, in addition to all other pay, the sum of 25¢ per hour to employees in the Maintenance Man classification who are temporarily assigned to the following duties: A. Paving Crew: Dump Men, Rakers, Utility Men, Tack Coaters, Screen Men. B. Guard Rail Maintenance Crew: Sand Blasters, Spray Painters. C. Deck Repair Crew: Concrete Saw Operators, Mikers, Hammer Operators, Finishers. D. Jack Hammer or Paving Breaker Operators or Burners.

2. Overtime Duty

- (a) Every possible effort will be made to keep the overtime assignments equal among the men in the same classification in the same work group.
- (b) The work day and work week of operating employees of the Maintenance Department have been described previously. It is expected that each employee will be available for a reasonable amount of overtime. Overtime pay at the rate of time and one-half shall be paid for any work in excess of eight hours in one day, or for work in excess of the 40 hour work week.
- (c) Assignment for overtime duty shall be according to rules promulgated by the Maintenance Department which shall not be in conflict with the provisions of this Article.
- (1) When held over for overtime duty beyond the scheduled working hours, each man will be required to work a minimum of four hours and paid at time and one-half rates. When called out for overtime duty, each man reporting for such duty will be credited with a minimum of four hours of pay calculated at time and one-half rates.

Overtime pay will be calculated from the time a man reports to his regular place of duty or elsewhere as directed. When an employee is called in for overtime duty and is unable to proceed via Turnpike to his designated place of duty due to stoppage of traffic on all or part of the Turnpike, his pay will be calculated from the time of reporting to an Interchange.

- (2) Any employee who refuses an overtime assignment will have his overtime record charged with eight hours or the hours worked by the man taking the assignment, whichever is greater.

- (3) If an employee has arrived at his regular job location prior to the normal starting time and is directed to commence work in an emergency situation, he shall be paid solely on the basis of time and one-half pay for hours worked prior to the normal starting time. For all such work assigned, a minimum of one hour's pay at time and one-half will be granted. Hours worked under these conditions will not be charged against the overtime roster.
- (4) For overtime duty continuing beyond the regular work day, any employee who refuses this overtime will have his overtime record charged with the actual hours worked by the man taking the assignment.
- (5) In an overtime situation, supervision will determine the number of workers required in each Job Classification. Selection for overtime duty, except as provided in items (6) and (9) below, will be on a rotation basis within Job Classification from a weekly roster. The roster will be effective Monday of each week and will reflect an up-to-date accumulation of hours to and including pre-shift overtime the same Monday. The roster will begin with the lowest number of hours in order to the highest number.
- (6) On a holdover, the roster referred to in item (5), above will be utilized unless the work involved is a continuation of work already in progress prior to the end of the regularly-scheduled shift, in which event those employees working on the job will continue in that assignment. Whenever possible, the Steward or Alternate will be assigned to the held-over job. In a job-continuation situation, additional and/or replacement personnel will be assigned from the overtime roster.
- (7) Overtime will be cumulative.
- (8) A duplicate record of overtime lists will be provided for Union Stewards.
- (9) The Union Steward will be the first called out on an overtime situation within his classification except in those cases where only one person is required.

3. Toll Collection Department

1. Job Classification and Salary Ranges

- (a) Each new Toll Collector will serve an active probationary period commencing with the date of hire not to exceed six (6) months. Upon satisfactory completion of the probation-

any period, the Toll Collector will achieve regular collector's status and will receive the pay rate for six (6) months. Upon completion of one year of service, he will receive the Job Rate. (See Exhibit A - Centerfold). There will be an option to provide for a three month extension in the event unusual circumstances are involved, if agreeable to both the Authority and the Union with six-month pay rate not becoming effective until completion of the ninth month.

- (b) Paychecks will be available each week before Friday at all Interchanges. Holiday and overtime pay, mileage, and meal allowance will be paid within ten (10) days following the last day of the work week in which the same were incurred.

2. Overtime Duty

The work day and work week for operating employees of the Toll Collection Department have been described previously. Each collector is expected to be available for a reasonable amount of overtime. When overtime occurs, employees will be paid at time and one-half for any work beyond eight hours in any work day or in excess of the 40 hour work week. Under no conditions shall compensation be in excess of 2½ times the base rate for hours worked, except as hereinafter provided in case of the guaranteed minimum.

(a) Emergency Overtime

- (1) If called in for emergency duty, a minimum of four hours pay will be guaranteed at time and one-half, unless the employee reports beyond the time requested, in which case time and one-half for hours actually worked will be granted.
- (2) Any holdover shall be paid a minimum of four hours except in the case of coverage for lateness which will provide a minimum of one hour overtime or the hours actually worked, whichever is greater.

(b) Overtime - Filling a Regular Tour

Any regular tour, for which neither the assigned collector vacation-reserve collector, or a seasonal employee, is available, shall be completed or filled by holdover or call-in, for the full period of the tour.

(c) Overtime Equalization

- (1) Assignment for overtime duty shall be according to rules promulgated by the Toll Collection Department

which shall not be in conflict with the provisions of this Article.

- (2) As opportunities for overtime work arise, the collectors at each Interchange will be called upon to perform such overtime work in balanced rotation, by Interchanges, except when the need for overtime work requires that a collector be heldover beyond his regular eight hours of work.
- (3) Overtime will be equalized as much as possible by a cumulative system. Refusals or non-availables will be treated as overtime worked and they shall be charged in the rotation system with the hours worked by their replacement. An overtime list showing the accumulative hours of overtime worked will be posted at each Interchange with a copy to be provided the Union Steward.

(d) Extended Tour Check-Out Time

Whenever a collector's overtime is connected to his scheduled tour or he is working a double tour (day off), he will be entitled to take his half hour check-out time near the end of the first tour worked or after his next tour starts. Either selection is to be with the approval of the supervisor.

(e) Meal Allowance

In case of a holdover of more than two hours, a meal allowance shall be paid and a meal period granted. The employee shall be paid one-half hour at time and one-half if the meal period cannot be granted.

C. Time Change

In those instances involving change of time in the spring and fall of each year payment will be made in accordance with the following:

- (a) Where a change in time results in hours worked beyond the normal work day, overtime will be paid for the additional hours worked.
- (b) Where change in time results in hours worked that are less than the normal work day, no loss of pay will be incurred.

D. Shift Differential

1. A shift differential shall be paid to all employees whose shifts begin on or after 12:00 noon according to the rates listed below:

<u>Effective</u>	<u>Shift begins after 12:00 noon</u>	<u>Shift begins after 6:00 p.m.</u>
7/1/74	05¢ per hour	10¢ per hour
7/1/75	10¢ per hour	15¢ per hour
7/1/76	15¢ per hour	25¢ per hour

2. The Vacation Relief and Reserve employees in the Toll Collection Department and employees regularly involved in rotating shifts will, in lieu of the differential above receive the following:

<u>Effective</u>	<u>Differential</u>
7/1/74	08¢ per hour
7/1/75	12¢ per hour
7/1/76	20¢ per hour

3. The shift differential shall be added to and become a part of the base rate of pay after application of longevity.
4. For purposes of any paid leave time such as Holidays, Vacations, Sick Leave, etc., an employee shall be paid at the differential rate, if any, effective immediately prior to the leave.
5. Shift differential will apply to the employee assigned to the shift for regular duty and not overtime. Employees working overtime shall be paid at the overtime rate computed for the shift for which they are regularly assigned, including differential and/or longevity pay, if any.

ARTICLE X
Seniority

There exists, for purposes of this Agreement, four types of Seniority, the application of which appear in the Agreement where appropriate. The four types of Seniority are defined as:

1. Turnpike Seniority which shall consist of the accumulated continuous employment of the employee with the Authority.
2. Departmental Seniority which shall consist of an employee's continuous service within a department.
3. Job Location Seniority which shall consist of an employee's time spent at a specific job location.

4. Job Classification Seniority which shall consist of an employee's time spent in a specific job classification.

An employee's Seniority shall not be lost because of absence due to illness, excused leaves of absence, or layoff not extending beyond two (2) years. An employee shall cease to have Seniority rights by voluntary quitting, termination through discharge, unauthorized absence for more than five (5) consecutive work days, or due to layoff extending beyond two (2) years. Seniority lists will be kept current and available at convenient locations.

ARTICLE XI
Job Assignments

A. Transfers

(1) Maintenance Department

All vacancies or contemplated positions within the negotiating unit shall be posted on bulletin boards listing the job title and location of each position and a copy of such notice shall be sent to the Union.

Employees in the same job title as a posted position shall notify their Department Head, in writing, within seven (7) days of the date of the posting that they wish to be transferred to the location posted. Selection for the position shall be on the basis of job classification seniority of those requesting transfer. This transfer procedure shall be exhausted before application of the Promotional provisions of this Agreement.

Should the position be for a least rated position within the operating department, the Authority will, in the event no transfer is requested, recruit a candidate from outside the negotiating unit.

The Authority shall maintain separate lists (District, Division, and State Police) for purposes of job assignments and transfers of Automotive Mechanics, including Temporary Assignments.

(2) Toll Collection Department

- (a) When a vacancy or vacancies exist within the operating unit in the Toll Collection Department, a notice of this will be posted within the Section in which it occurs for a period of seven (7) days. In addition, any vacancy or vacancies occurring as a result of the posting will also be filled at the same time. Those interested in an announced vacancy or any vacancies developing as a result of filling same should complete the Section Bid Form. This form will list all the possible choices within the Section and the man bidding should indicate his choice or choices in order

of their desirability. This form may also be used to indicate a desire for transfer to another Section. Selections shall be on the basis of Job Classification Seniority.

- (b) Transfer rules will provide detailed operating procedures covering all transfers and will be consistent with this agreement.

B. Temporary Assignments

- (1) Employees may be temporarily assigned to duty at locations other than those to which they are regularly assigned. Travel cost will be compensated whenever the Turnpike distance between the location of his regular assignment and of his temporary duty assignment exceeds five miles round trip and Turnpike transportation is not provided.
- (2) Where a maintenance employee is temporarily assigned to duty in districts or shops other than those to which he is regularly assigned, the hours of work will be calculated from and to the time of reporting in and out at the district or section to which he is regularly assigned.
- (3) Temporary Assignments in Maintenance will be offered to employees on the basis of Location Seniority or Job Classification Seniority, whichever is applicable. If no one accepts the assignment, the assignment will be made on the basis of inverse seniority. Effort will be made, whenever possible, to indicate in advance of offers to affected employees, the length of time of a Temporary Assignment.

C. Inter-Departmental Transfers

- (1) If vacancies cannot be filled from within the department in which they occur, the vacancies will be posted throughout all other Departments. Employees desiring to be considered for such vacancies, if qualified, will be considered prior to all other applicants.
- (2) The Authority shall reassign any employee failing to satisfactorily complete the trial period to his former classification where a vacancy exists.
- (3) Vacancies filled in accordance with (1) and (2) above will be on a trial basis for a period of six months. New employees on probation shall not be considered for filling vacancies under this provision.

ARTICLE XII
Promotions

- A. It is the desire of the Union and the Authority to advance and to promote those employees within the negotiating unit who are senior to other employees in the unit and are most qualified for advancement and promotion. Promotions and advancement to vacancies within the negotiating unit will be made available to eligible employees within the respective department, i.e., Toll Collection vacancies in the negotiating unit will be made available to employees in the Toll Collection Department; Maintenance Department vacancies would be made available to eligible employees in the negotiating unit in the Maintenance Department.
- B. Promotion or advancement to a job classification in the Toll Collection Department and the Maintenance Department respectively will be predicated upon the following:
1. Posting shall consist of the formal announcement of an existing or anticipated vacancy in a department within the negotiating unit (Toll Collection Department or Maintenance Department). The announcement shall include a complete description of the vacancy to be filled, duties to be performed, and pre-qualification requirements. The announcement shall be posted on all bulletin boards in Maintenance Districts or Toll Plazas, as the case may be, for no less than seven consecutive days, (168 hours).
 2. Eligible employees in the respective department within the negotiating unit who wish to bid on the existing or anticipated vacancy will be given the opportunity of filing a job bid form. The job bid form shall be filed in duplicate, i.e., the original shall be filed with the respective Department Head in which the vacancy does or will exist, and a copy of the job bid form will be forwarded to the President of the Union or his designee, no later than midnight of the seventh day of posting. All bids for posted positions will be date stamped.
 3. All eligible job bidders will be required to complete successfully a standardized, job-related, written and/or oral examination and physical. Examinations shall be prepared by the Authority. The Union shall have access to examination results.
 4. All eligible job bidders who successfully complete the examination will be listed in the order of their final numerical average for both written and oral examinations, except that employees who have successfully completed the prescribed

pre-qualification examination and who are senior in point of service shall be given preference for selection for advancement or promotion over junior employees in point of service who may have substantially the same numerical rating.

5. Every effort will be made to advance or to promote eligible employees within the department in which the vacancy exists or is anticipated. No attempt will be made to recruit outside of the negotiating unit until posting and bidding procedures have been exhausted in both departments, (Toll Collection or Maintenance) which constitute the negotiating unit.
6. All employees who are appointed to positions within the negotiating unit and which are clearly recognized as advancement or promotion will be subject to a working test period of no less than three months. The determination by the Authority that an employee has failed to successfully complete the working test period shall not be considered a disciplinary action, but it will be subject to the grievance procedure outlined in this agreement.

ARTICLE XIII Apprenticeship

Maintenance Department

- (1) From time to time apprentice positions will be made available in various skilled classifications in the Maintenance Department. Apprentices will be given encouragement and opportunities, both on and off the job, to learn the required skills and to become proficient in the chosen position. The postings for these positions will indicate the prerequisite qualifications as with all other posted jobs.
- (2) Apprentices will be given a final test to become a journeyman after a satisfactory completion of a four year apprenticeship program.
- (3) Apprentices failing to make satisfactory progress or failing to achieve the requisite proficiency in the maximum period (4 years) will be returned to their previous position or transferred to some other position better suited to their ability.

ARTICLE XIV Promotion to Management Positions

- A. It is the intention of the Authority, in cooperation with the Union, to promote to first level management or first level supervisory positions in the operating departments, those employees who are

most qualified and wherever possible those who are senior in point of service to other qualified candidates. Promotional opportunities for employees in the Toll Collection Department will be restricted to employees in that department. Promotional opportunities in the Maintenance Department shall be restricted to employees in the Maintenance Department.

- B. The Authority shall announce and post for each department constituting the negotiating unit, the lines of promotion to first level management or supervisory positions.
- C. Employees who are interested in the respective promotional opportunities which are available to them shall be required to take a prescribed battery of formal job related examinations conducted by the Authority for the specific first level management or first level supervisory position or positions. The names of all candidates who meet the standards fixed for the respective examinations will be placed on a promotional list in the order of their seniority. Such list shall hereafter be referred to as the Promotional Pool. Candidates who have met the minimum standards for the respective examination shall only be eligible for promotion to the position or positions for which they have been tested.
- D. In the establishment of the Promotional Pool, all existing and anticipated first level management or supervisory vacancies will be announced and posted at all Toll Plazas and Maintenance Districts, respectively. The posted notice will contain the management or supervisory job title, the work location of the existing or anticipated vacancy, and the closing date for the filing of bid applications. The closing date shall not be less than seven days from the date of posting, and may be extended by mutual agreement. Copies of all posted notices shall be sent to the Union. Employees in the Promotional Pool who are eligible for the posted vacancy or anticipated vacancy must declare their interest in promotion in writing. The declaration of interest shall be addressed to the Department Head in the operating group in which the vacancy or anticipated vacancy exists.
- E. Selection from the Promotional Pool for posted vacancies or anticipated vacancies shall be made on the basis of the order of seniority of those eligible for the promotion. The Authority reserves the right to select two junior employees for each two senior employees appointed from the Promotional Pool. The senior employee or employees by-passed as the result of the selection of an employee or employees having less seniority shall be the next eligible candidate or candidates appointed.
- F. All qualified candidates who are promoted will be required to successfully complete a six month working test period. Such working test period shall be considered an extension and integral part of the qualifying examination process. Unsuccessful appointees will be

informed in writing of their disqualification, and the Union and its representatives will be given the opportunity to review the documented reasons for such disqualification. Appointees who are not successful in completing the working test period shall be returned to a position in their former classification without reduction in the salary which had been fixed for that classification and without loss of seniority.

- G. It is agreed that the Authority will exhaust every effort to promote the most qualified and most senior employees before making any attempt to recruit non-members of the negotiating unit. However, the Authority may freely transfer management and supervisory personnel. Such transfers shall, in all cases, take precedence over the promotional privileges herein set forth.
- H. Promotional examinations for each of the several existing or anticipated first-level management or supervisory positions in the Departments of Toll Collection and Maintenance shall be conducted as required so as to maintain at least three (3) names on each list, or in those instances where it is not practicable to maintain this number, a lesser number will be acceptable. All existing lists will remain until exhausted with no time-expiration date.

ARTICLE XV
Leaves of Absence

A. Leave With Pay
(1) General

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

In addition, in cases of chronic absenteeism or when certain patterns of absenteeism are developed by an employee, his supervisor may require a physicians's report or other justification relating to these patterns or chronic absences for the purpose of determining possible disciplinary action or dismissal.

Absences due to illness or off-job injury will be compensated as provided under Paid Sick Leave Policy. When absence extends beyond two consecutive work days, a doctor's certificate or such form as may be prescribed by the Authority must be presented upon the employee's return to work. When no certificate is presented, the time will be considered leave without pay. The paid leave policy does not apply to occupational disabilities covered under Workmen's Compensation Laws. No absences with pay will be authorized except those herein enumerated.

Reporting Absences in Tolls

When illness, injury, or other emergency prevents an employee from reporting for duty, he must make every effort to report such absence at least two hours before the start of his regularly scheduled starting time. Continued abuse of this provision will be subject to disciplinary action.

(2) Sick Leave

Sick Leave Definition

For purposes of this agreement, Sick Leave shall mean absence from regular work assignment of any employee within the unit because of illness; accidental exposure to contagious disease; attendance upon a member of the employee's immediate family, seriously ill and requiring the care or attendance of such employee; or absence caused by death in the immediate family in excess of that prescribed under Article XV, Paragraph A, (8), Death in Family. Prescribed forms and other reasonable proofs of the causes for the use of Sick Leave may be required by the Authority when it considers such proofs to be necessary.

Leaves of absence will be granted for reasons of maternity. The extent of Maternity Leave absence from commencement to termination of such absence will be determined by medical certification which the Authority will conduct in accordance with the Sick Leave Policy.

The Authority reserves the right to conduct at its own expense such health program and individual medical examinations as it may consider necessary to the health and welfare of all personnel, as well as individual employees. Medical determinations which may result in an extension of Sick Leave with pay, reduced pay, or without pay, or in recommendation for involuntary retirement shall not be considered disciplinary actions, but may be appealed through the grievance procedure provided for in this agreement.

The extent of absences with full pay shall be determined by the following schedule:

- (a) Probationary employees will be allowed $1\frac{1}{4}$ day sick leave per working month and upon completion of the probationary period $1\frac{1}{4}$ day per working month for the remainder of the calendar year ending December 31. Thereafter, he will be credited with fifteen sick leave days per year, five of which may be used for personal leave at the option of the employee. Personal Leave will be granted subject to the following restrictions.

None will be granted on a holiday.

Personal leave days are not cumulative.

Personal leave days will not be substituted for any prior excused or unexcused absences without pay.

Maintenance

Apprentice Program *

	Hire	After 6 Mos.	After 1 Year	After 2 Years	After 3 Years	After 4 Years
July 1, 1974	\$4.75	\$5.00	\$5.25	\$5.45	\$5.65	\$6.17
July 1, 1975	4.95	5.20	5.45	5.65	5.85	6.62
July 1, 1976	5.15	5.40	5.65	5.85	6.05	7.12

* No transferees into the program will receive less than their current Job Rate.

Toll Collection

	7/1/74	7/1/75	7/1/76	
	Hire	Hire	Hire	Job
	\$4.45	\$4.65	\$4.85	Rate
Toll Collector	6 Mos. \$4.95	6 Mos. \$5.15	6 Mos. \$5.35	6 Mos. \$6.72
	Job	Job	Job	Rate
	Rate \$5.77	Rate \$6.22	Rate \$6.22	Rate \$6.72

No more than 3 men at one time in each section shall be granted personal leave in the Toll Collection Department, except with the approval of the Department Head.

No more than 2 employees at one time of the working force assigned to one area shall be granted personal leave in the Maintenance Department, except with the approval of the Department Head.

Personal leave days not used within the calendar year will remain credited as sick days.

- (b) Subtraction is made from total established credit taking into consideration absences of the employee of the following types: sick leave and personal leave. Other absences are not charged in arriving at net credit which is defined as the accumulative amount of unused sick leave.
- (c) There shall be a separation allowance in the case of official retirement in accordance with provisions of PERS, the Social Security Program, death, or resignation in good standing, in which case an allowance of 100% of net credit shall be paid at the then current rate.
- (d) If an employee has had more absences than credit, he will have only fifteen days paid leave for the current year. Only absences resulting from sickness and off-job injury and personal leave will be chargeable under this policy.

During the first five years of employment an employee may at the conclusion of each year at his option convert up to five days of his accrued credits for that year to cash payment. Starting with the sixth year of employment, the conversion option may be increased up to ten days. This payment will be made on or before December 10 and at the current year's rate. In the event absences occur after the closing date for selection of these options, such absences will be charged to the following year's sick bank.

(3) Temporary Disability Leave Policy

An employee is eligible for up to twenty-six weeks' Temporary Disability payment in any one 52 week period as hereinafter explained, such payment being 60% of his regular salary according to the schedule provided. He is eligible for the benefits after he has used up his paid leave credit and after completing a single five day waiting period without pay. The illness must be substantiated by the employee notifying the Medical Section of his doctor's name, address and telephone number. The Medical Section will contact his physician for further details when necessary.

The employee is assigned a benefit year (not to be construed as a calendar year) at the time he goes on Temporary Disability and the 52 week period is calculated from this date. If he returns to work without receiving the maximum number of payments and if he is not on Temporary Disability again within that first 52 week period, he will not be assigned a new benefit year until he is again placed on Temporary Disability. If he is eligible for Temporary Disability more than once within a 52 week period, the previous number of disability payments made to him is deducted from the maximum number available in one 52 week period.

If he received the maximum number of payments, he is not eligible for another 26 payments until after his return to work and after the first benefit year has expired.

If an employee is receiving Temporary Disability payments at the time his benefit year anniversary is reached and he has not returned to work, the payments are continued until the 26 week's benefits are exhausted or until return to work, whichever occurs first.

Sick leave credits do not accumulate while on Temporary Disability. Appropriate credits will be given when an employee returns to full duty.

An employee who is on extended Disability Leave must have a medical certification from the Turnpike Authority physician before returning to duty.

TEMPORARY DISABILITY CHART
7/1/74 - 7/1/77

<u>Straight Time Basic Weekly Rate</u>	<u>Weekly Disability Benefit</u>
\$160 but less than \$165	\$ 99
\$165 but less than \$170	\$102
\$170 but less than \$175	\$105
\$175 but less than \$180	\$108
\$180 but less than \$185	\$111
\$185 but less than \$190	\$114
\$190 but less than \$195	\$117
\$195 but less than \$200	\$120
\$200 but less than \$205	\$123
\$205 but less than \$210	\$126
\$210 but less than \$215	\$129
\$215 but less than \$220	\$132
\$220 but less than \$225	\$135
\$225 but less than \$230	\$138
\$230 but less than \$235	\$141
\$235 but less than \$240	\$144
\$240 but less than \$245	\$147
\$245 but less than \$250	\$150

Straight Time Basic Weekly Rate

Weekly Disability
Benefit

\$250 but less than \$255	\$153
\$255 but less than \$260	\$156
\$260 but less than \$265	\$159
\$265 but less than \$270	\$162
\$270 but less than \$275	\$165
\$275 but less than \$280	\$168
\$280 but less than \$285	\$171
\$285 but less than \$290	\$174
\$290 but less than \$295	\$177
\$295 but less than \$300	\$180
\$300 but less than \$305	\$183
\$305 but less than \$310	\$186
\$310 but less than \$315	\$189
\$315 but less than \$320	\$192
\$320 but less than \$325	\$195
\$325 but less than \$330	\$198
\$330 but less than \$335	\$201

(4) Attendance in Court

- (a) These absences must be substantiated by a regular subpoena, warrant, or court order. No pay shall be granted when an employee is himself plaintiff, petitioner, or defendant in the action, unless the employee is a co-defendant with the Authority.
- (b) Any employee joined as co-defendants with the Authority or appearing in its behalf shall be paid in accordance with normal pay policy.

(5) Military Field Training - Subject training does not include weekend attendance at meetings, rifle range, etc.

- (a) Any permanent full-time employee who is a member of the National Guard, the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or some organization affiliated therewith shall be entitled to a leave with pay on all days on which he is ordered to military field training, not to exceed fifteen working days per year.
- (b) Employees desiring to attend a military service school of the above branches of military services will be given a leave of absence without pay, provided such absence is convenient to the Authority. This leave can be with pay if the employee can substitute service schooling for annual field training. An employee may apply accrued vacation toward attendance at service schools.

- (c) National Guard duty under declared emergencies shall be with pay.
- (6) Veterans Administration - Medical Appointments - When instituted by the Veterans Administration only.

(7) Jury Duty

- (a) Jury Duty shall be on a weekly basis and, with proper notification and certification, time spent on Jury Duty shall be considered time worked.
- (b) Employees empaneled for grand jury service will be credited with one day of work for each day spent on grand jury. No employee will be required to work more than five days, including grand jury duty time, in any one work week.
- (c) In any week in which a Holiday occurs, an employee will receive Holiday pay but will not receive Jury Duty pay unless he must serve Jury Duty on the actual Holiday.
- (d) In those instances where an employee is called for pre-qualification of jury service, the employee will be excused with pay if scheduled to work on that day.

(8) Death in Family

In the event of the death of a close relative by blood or marriage, a leave of absence with pay will be granted from the date of death to the date of the funeral inclusive. Considered to be included in this relationship are: spouse, father, mother, father-in-law, mother-in-law, brother, sister, son or daughter. The day of the funeral will be granted with pay for the death of an aunt, uncle, grandfather, grandmother, sister-in-law, brother-in-law, grandson, granddaughter, son-in-law, and daughter-in-law of the employee only.

B. Vacations

Vacations with pay will be granted in accordance with the following:

(1) Schedule:

<u>Length of Service</u>	<u># Of Days</u>
Up to six months	0
6 months to 1 year	5
1 year to 5 years	10
5 years to 10 years	15
10 years	20
Each year thereafter	1 additional day

(2) Policies affecting vacations:

- (a) Employment must be continuous to receive the above vacation allowances.
- (b) Where in any calendar year the vacation, or any part thereof, is not taken by reason of pressure of Authority business, or is deferred at the request of the employee with Departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken during the next succeeding calendar year only.
- (c) If upon separation from the Authority an employee has authorized accrued vacation time earned in a previous year, he will receive a vacation allowance at his present rate for such accrued vacation time and also vacation allowance on the basis of one-twelfth (1/12) of the current years vacation entitlement for each full month of service in the year of separation, less any vacation actually taken. In event of death or retirement, full vacation allowance for the calendar year will be granted to the extent not taken.
- (d) Vacation checks will be provided in advance upon two weeks prior notice.
- (e) Employees on leave of absence without pay for any reason shall not accrue vacation credit for the period of absence and a deduction by twelfths shall be made to vacation credit for the calendar year in which the absence occurs. Periods of absence resulting in deductions to vacation credit are those of one continuous month or more with lesser periods not counting.
- (f) Subject to such limitations upon the number of employees which may be prescribed by the Department Head, vacation periods within the Maintenance Department may be selected by the employees themselves, preference of choice being given to those within each district or section in order of job classification seniority.
- (g) Toll Collectors will be given the choice of vacation periods by sub-division as now or may hereafter prevail, on the basis of job classification seniority under the following stipulations:

Summer Vacations

The summer vacation period will consist of ten (10) weeks starting on June 15 if a Monday, or if not, the nearest Monday to it.

Vacations during the summer period will be provided so that fifteen (15) vacation selections will be made available each week per Section. Effective with the 1975 vacation selections, this number will be increased to 17 per section.

Collectors with ten (10) or more years of service will be eligible for two (2) weeks during this period.

Collectors with one (1) but less than ten (10) years of service will be eligible for one (1) week vacation during this period.

Collectors with less than one (1) year of service will not normally be eligible for a summer vacation except that any summer week not picked after selections under the above provisions have been made will then be made available on a seniority basis.

Non-Summer Vacations

Vacations during the non-summer period will be provided so that six (6) vacation selections will be made available per week per Section.

Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of Authority business, or is deferred at the written request of the employee prior to March 1 of the year the vacation is to be delayed and with Departmental concurrence, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding vacation year only. Such accumulation of vacation shall not, however, be taken during the summer vacation period.

A collector has 48 hours after he has been given his vacation choices to make a selection. If he does not select during this period, he will be by-passed. When he has made known his choice of selections, he will be given what is available at this time, even if a junior man has already selected.

- (h) The vacation period shall be from January 1 through December 31 of each year.
- (i) Under the vacation plan, odd days' entitlement may be taken in single days or carried over from year to year to put together as complete work weeks.

An additional option may be exercised by cashing in the odd days each year in the same manner as provided under the sick leave cash-in program.

C. Leaves Without Pay

The Authority under certain situations may grant leaves of absence without pay.

(1) Sickness

- (a) When an employee has exhausted temporary disability sick benefits as previously described or other sick leave benefits, the Authority may place the employee involved on leave of absence without pay for a period of six months or until earlier return to work. Vacation credit will not accrue for the period of absence without pay except as otherwise may be provided by the Authority.
- (b) During any such leave of absence, the Authority will continue to pay the cost of hospitalization, medical-surgical and major medical insurance covering the individual employee.

Pay the cost of hospitalization, medical-surgical, and major medical insurance covering such employee's dependents, if the employee himself previously carried such coverage.

Pay the entire cost of any group life insurance such employee carried under the Turnpike Group Life Plan.

(2) Military Leave

Leaves of absence without pay will be granted for induction or enlistment into the Armed Forces as set forth as follows:

- (a) Military leaves without pay shall be granted by the Authority to any employee upon evidence that the employee is to be inducted into or has voluntarily enlisted in the Armed Forces or as provided by Federal or State Law.
- (b) Upon enlistment or induction the Authority will grant military leave payments as follows if the leave is to extend six months or longer.
 - a) Six months to one year of employment, one-fourth of a month's pay.
 - b) One or more years of employment, one-half of a month's pay.
 - c) Such vacation pay as would normally be received during the year of induction or enlistment.

- (c) Rights of Reinstatement - Employees on military leave will, upon termination of such leave be reinstated in accordance with Federal or State Law.
- (d) Payments at the full rate (no Social Security credit allowed) will be made by the Authority to PERS for employees on military leave without pay.

(3) Unauthorized Leave

An employee shall cease to have Seniority rights in the event of unauthorized absence for more than five (5) consecutive work days.

ARTICLE XVI
Grievance Procedure

A grievance is any cause or complaint arising between the parties with reference to a term or condition of employment. Grievances shall be handled in the following manner in order to insure their fair and expeditious handling.

A grievance shall be presented not more than ten (10) working days after the occurrence of the cause for such complaint.

All employees in necessary attendance at meetings initiated by the Authority or representatives of an employee's choosing to deal with grievances or proposals will be excused from any scheduled duty during meeting time without loss of pay. Whenever possible, these meetings will be scheduled during working hours.

Pertinent work records will be made available during the discussion of grievances. All parties shall have the right to present, examine, and cross-examine witnesses and to present and examine evidence.

Step #1

In the first instance, the employee and/or the Union will discuss with the supervisor involved any grievance or complaint. Every effort should be made by both parties to find agreement.

If, after discussion, the grievance or complaint is not settled, it shall then be placed in writing by the employee or the Union on the appropriate form, and an answer will be furnished in writing within 24 hours by supervision. If the grievance is not resolved at this step, it will be forwarded to the Labor Relations Committee.

Step #2

The Labor Relations Committee will conduct a hearing within five

working days of receipt of the grievance and then submit its findings and decision to the Executive Director. The Executive Director will review the findings and instruct the Labor Relations Committee to advise the parties as to the decision reached within 15 working days of the hearing.

If either the Authority or the Union remains aggrieved at the completion of the aforementioned procedures, they may within fifteen (15) days of receipt of a denial request arbitration of the grievance. If the appeal to arbitration is not taken within said period, the denial shall be final and binding. Arbitration will be binding with the cost to be shared equally between the Union and the Authority.

In the event a multi-employee situation arises, the Union and the Authority may, by mutual consent, meet and discuss the situation in lieu of a written grievance. In such cases, if the matter is not resolved, the Parties will reduce their respective positions to writing, which, as in Step #2 of the Grievance Procedure, may become subject to Arbitration.

ARTICLE XVII Disciplinary Action

Each employee in the negotiating unit should clearly understand the rules, regulations, and procedures which have been enunciated by the Commission, set forth in public statements of Personnel Policy and in the manuals prepared for the use of both the Maintenance and Toll Collection Departments. Each employee in the negotiating unit is obliged to conform, comply, and to carry out these rules, regulations, and procedures. Violations by omission or commission of these rules, regulations, and procedures shall constitute reasonable cause for the initiation of disciplinary action. Each supervisor within the two operating departments which constitute the negotiating unit shall be responsible for the communications of all changes, modifications or amendments of rules, regulations, and procedures, to the employees for whom they have responsibility.

For purpose of this agreement, there shall be two basic areas in which disciplinary action may be exercised, i.e., Supervisory Discipline and Administrative Discipline.

- A. Supervisory Discipline shall consist of those minor violations which may result in a recommendation to the Department Head for a short term suspension not exceeding three days.

Informal reprimands should be documented by each supervisor and thoroughly discussed with the offending employee, and a copy sent to the Union. In the event the employee wishes to appeal the reprimand, he may request a hearing which shall be granted according to the procedures set forth under Supervisory Discipline.

No penalty which arises out of Supervisory Discipline shall be imposed without the concurrence of the respective Department Head and the opportunity to appeal.

In the exercise of Supervisory Discipline, the employee who is alleged to be guilty of violations of rules, regulations, or procedures, shall be served with a formal notice and specification of the alleged violation which shall hereafter be referred to as "Advisory Notice of Disciplinary Action."

The employee involved in a Supervisory Disciplinary action shall be advised of the date, time, and place of the hearing of the charges. The hearing notice shall be served upon the employee no less than five days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The employee shall be entitled to and may select representation of his own choice. In all cases, the Union shall receive a copy of the "Advisory Notice of Disciplinary Action". The Union shall be invited to attend the hearing, notwithstanding the fact that the employee may have elected to be represented by a non-Union member or a person having no affiliation with the Union or the negotiating unit.

As a respondent, the employee involved shall be entitled to request in his defense such witnesses as he may wish to have present; the right of cross-examination of all witnesses and the right to have made available to him such records, files, and documents as he may consider necessary to his defense. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the hearing officer, who shall be the Division Supervisor or Section Chief in hearings involving Toll Collection, the Division Manager or Superintendent in hearings involving Maintenance, shall make his recommendation to the respective Department Head. Upon approval by the Department Head, the employee or employees involved will be advised of the findings.

Any employee who is found guilty of a violation of rules, regulations, or procedures, shall have the right to appeal in writing to the Executive Director, within five days next succeeding the judgment rendered by the hearing officer. A decision on the appeal shall be rendered within ten working days after receipt of appeal.

In the event the decision of the Executive Director is unsatisfactory, the Union may submit the matter to binding arbitration. All requests for binding arbitration shall be filed within ten working days after receipt of the decision of the Executive Director. Copy of said request shall be given to the Authority. The costs of arbitration shall be borne by the parties equally.

The decision rendered at any of the levels of the hearing and/or arbitration, as set forth above, shall be deemed final and binding, unless appeal is taken therefrom as hereinabove provided.

- B. Administrative Discipline shall consist of those major or flagrant violations of rules, regulations, or procedures, which may be based upon a supervisor's recommendation and are concurred in by the Department Head. Such action may result in a suspension of more than three days, a fine, a demotion, or dismissal.

Each employee who is alleged to have violated rules, regulations, or procedures of the Authority flagrantly or in a major degree shall be served with an "Advisory Notice of Disciplinary Action", which shall specify the charges which have been preferred against him. The employee involved in an Administrative Disciplinary action shall be advised of the date, time and place of the formal hearing of the charges. The hearing notice shall be served upon the employee no less than ten days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The employee shall be entitled to and may select representation of his own choice. In all cases, the Union shall receive a copy of the "Advisory Notice of Disciplinary Action". The Union shall be invited to attend the hearing, notwithstanding the fact that the employee may have elected to be represented by a non-Union member or a person having no affiliation with the Union or the negotiating unit.

In all cases involving Administrative Discipline in which a penalty of more than three days, fine, demotion, or dismissal has been recommended, the hearing officer or officers designated by the Executive Director, (who shall be either the Deputy Executive Director or Personnel Director), shall render a decision no less than 72 hours after the conclusion of the hearing or hearings. As a respondent, the employee involved shall be entitled to request in his defense such witnesses as he may wish to have present; the right of cross-examination of all witnesses and the right to have made available to him such records, files, and documents as he may consider necessary to his defense. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the hearing officer or officers shall advise the employee or employees involved of the findings.

Any employee who is found guilty of a major or flagrant violation of rules, regulations, or procedures, shall have the right to appeal in writing to the Executive Director, within five days next succeeding the judgment rendered by the hearing officer or officers. A decision of the appeal shall be rendered within ten working days after receipt of appeal.

In the event the decision of the Executive Director is unsatisfactory, the Union may submit the matter to binding arbitration. All requests for binding arbitration shall be filed within ten working days after receipt of the decision of the Executive Director. Copy of said request shall be given to the Authority. The costs of arbitration shall be borne by the parties equally.

The decision rendered at any of the levels of the hearing and/or arbitration, as set forth above, shall be deemed final and binding, unless appeal is taken therefrom as hereinabove provided.

- C. (1) It is understood that all disciplinary actions, initiated by the Authority, against any member of the negotiating unit do not constitute grievable matters. In all such disciplinary actions, it is recognized that the Authority is the aggrieved party. Relief from Administrative Disciplinary action or Supervisory Disciplinary action shall be through the procedure outlined in this disciplinary action article.
- (2) In no case involving either Supervisory or Administrative Discipline shall a penalty be imposed which is more severe than that which was originally recommended. On appeal, no penalty shall be imposed which is more severe than that which resulted from the initial hearing.
- (3) A hearing may be waived by an employee, with the mutual consent of the Authority and the Union, and an agreed upon penalty invoked.
- (4) Nothing herein contained shall be construed as a restriction or limitation of the right of the Authority or any of its agents to summarily suspend any employee who is unfit for duty, or patently suspect of theft, pilferage, serious insubordination or flagrant breach of working conditions.

ARTICLE XVIII Benefits

A. Health Plans

(1) Blue Cross and Blue Shield Protection

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

and is added to the basic "Comprehensive Expanded "365" Plan".

(2) Major Medical Protection

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

(3) Dental Plan

The Authority will provide a Dental Insurance Plan for all its permanent full-time 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 two months after the effective date of hire. Descriptive brochures for all health plans will be made available by the Personnel Department.

B. Group Life Insurance

Commencing on the first of the month next following two months after the effective date of hire, permanent full-time employees will become eligible for group life insurance in varying amounts depending upon salary. Such insurance will be made available effective in the following amounts at no costs to the employee.

SCHEDULE OF AMOUNTS

<u>Classification of Employees</u> <u>According to Annual Earnings*</u>	<u>Amount of</u> <u>Life Insurance</u>
less than \$ 4,000	\$ 3,000
\$ 4,000 or more but less than \$ 6,000	\$ 4,000
\$ 6,000 or more but less than \$ 8,000	\$ 6,000
\$ 8,000 or more but less than \$10,000	\$ 8,000
\$10,000 or more but less than \$15,000	\$10,000
\$15,000 or more but less than \$20,000	\$15,000
\$20,000 and over	\$20,000

*Annual Earnings as used above shall be based upon an employee's earnings, exclusive of overtime pay, for normal work weeks not exceeding 40 hours. A descriptive brochure describing the Group Life Insurance Plan in great detail is available upon request to the Personnel Department.

C. Travel Insurance

The Authority provides travel insurance including sojourn to all employees. This insurance provides accidental death and dismemberment coverage for employees traveling on official business for the Authority.

D. Holidays

(1) The following are recognized as paid holidays.

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

(2) Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday respectively in the Maintenance Department, except as otherwise directed.

(3) In Maintenance an employee will receive an additional day's absence with pay or an additional day's pay when a recognized holiday falls within his vacation period. In Toll Collection 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.

(4) The Authority will grant an additional \$10 in compensation each day to those personnel who are not scheduled and who are called in to work either on Christmas Eve or Christmas Day.

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

(6) Employees working on a holiday shall receive time and one-half for all hours worked in addition to the holiday pay as defined above. Where work extends beyond eight hours on a holiday, employees shall be compensated at the rate of double time and one-half for such hours worked.

(7) 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 except in the case of death in the family or jury duty, providing proper certification is presented.

(8) Employees working rotating shifts and scheduled off on the holiday shall receive holiday pay for the holiday in addition to their regular weeks basic salary.

- (9) The holiday period shall be considered to be from 11:00 P.M. to 11:00 P.M. in the Toll Collection Department and from 12:00 Midnight to 12:00 Midnight in the Maintenance Department.

The holiday designated for the night shift working 10:30 P.M. to 7:00 A.M., Monday through Friday, will be the actual day of the holiday. The 24 hour period for pay purposes will begin at 7:00 A.M. on the actual holiday to 7:00 A.M. of the following day.

- (10) Sick leave payments shall not be made for any holiday.
- (11) 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 provision dealing with Workmen's Compensation.
- (12) Any employee having an unauthorized absence either the last scheduled work day before any holiday, or on the first scheduled work day after any holiday, shall forfeit any holiday pay due for that day.
- (13) Employees having an unauthorized absence on a holiday on which he is scheduled to work shall receive no compensation of any kind.

E. Days of Special Significance

The Authority recognizes that, from time to time, Presidents of the United States and/or Governors of New Jersey have declared days, other than the Holidays listed above, as days of special significance whereby the respective state or federal employees are granted paid time off.

In the future, the Authority will treat such days it wishes to recognize as follows:

1. Employees who are not required for operational purposes will be permitted the time off.
2. Employees who are required to work or employees who are scheduled off or on a paid leave status will be given an additional day's pay at straight time pay.

F. Uniforms

- (1) The Authority will provide uniforms to be worn on duty by personnel in all field job classifications in the Maintenance Department to include an outer protective garment with the cost of cleaning to be borne by the Authority.

(2) The Authority will provide uniforms to be worn on duty by personnel in all field classifications in the Toll Collection Department. A cleaning allowance will be paid in the amount of \$96.00 yearly payable on a flat rate of \$8.00 a month to each individual.

(a) The wearing of the uniform cap will be optional.

(b) The complete uniform shall consist of one of the following:

1) Trousers, summer shirt and cap, may be worn from May 1 to October 30 each year.

2) Trousers, winter shirt, tie, and cap.

3) Trousers, summer shirt, tie, and cap.

4) Trousers, winter shirt, tie, and cap, and jacket. Winter coats will be provided.

(c) Booth name plates will be displayed at all times.

(3) Foul weather gear will be issued.

G. Workmen's Compensation

If an employee is injured on the job he shall receive from the Authority the difference between the total amount of temporary benefits paid under Workmen's Compensation and his regular wages for the period he is absent from work due to the injury. In no event shall he receive an amount exceeding his regular earnings.

H. Longevity Payment

Employees shall be entitled to receive a longevity pay which shall be added to and become a part of the base rate of pay as follows:

a) A sum of 3% for all employees who have at least ten (10) but less than fifteen (15) years of service, including those who reach 10 years of service, effective their anniversary date, and

b) A sum of 5% for all employees who have at least fifteen (15) years of service, including those who reach 15 years of service, effective their anniversary date.

c) These longevity payments shall not be cumulative.

I. Tool Allowance

Automotive mechanics will provide all required basic tools needed for performance of his trade.

All journeymen auto mechanics and other craftsmen required to have tools will receive a \$30 per year tool allowance payable in January of each year. This allowance will cover all loss of personal property furnished by the employee. Tools broken on the job will be replaced by the Authority. Apprentices are not eligible for tool allowance.

J. Mileage

Mileage will be paid at the rate of \$0.15 per mile. Effective January 1, 1975, mileage will be included in weekly pay checks.

K. Meal Allowance

Meal Allowance will be paid at the rate of \$3.00 per meal. Effective January 1, 1975, Meal Allowance will be included in weekly pay checks.

L. Pension Plan

- (1) 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 employee with:
 - (a) A guaranteed retirement income for life based on the total years of service credit established in the System and final average salary.
 - (b) Financial protection in case of disability or death.
 - (c) Benefits in addition to Federal Social Security coverage.
 - (d) Opportunity to participate in Supplemental Annuity System by additional payroll deductions.
- (2) In connection with (b) above, this System has as one of its main features life insurance protection totaling 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.

M. Retirement

(1) Vacation Pay

Full vacation allowance for the calendar year of retirement will be granted to the extent not taken.

(2) Sick Leave Payments

100% allowance shall be granted on unused sick leave and shall be paid at the then current rate.

(3) Blue Cross-Blue Shield Coverage

(a) Retirees Under Age 65

Retirees under age 65 and their eligible dependents will continue to maintain the same coverage with Rider "J" which was available while a full-time employee. Full premium cost will be borne by the Authority.

(b) Retirees Age 65 and Over

Those retirees or their eligible dependent upon reaching age 65 will be covered by Blue Cross and Blue Shield Carve-Out Complimentary coverage with Rider "J" upon notification to the Personnel Department.

This Complimentary Blue Cross and Blue Shield coverage carves out from the basic plans those benefits not covered by Medicare. Therefore, in order to be assured of complete medical coverage it is necessary to enroll in Part A and Part B of MEDICARE.

Any change to family status which would require a change of present contract should be reported to the Personnel Department.

(4) Public Employees' Retirement System

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

(5) Social Security

All retirees are enrolled in this System and will receive benefits at the eligible age according to the method approved by the Social Security Administration.

N. Suggestion Awards Program

The Authority has a Suggestion Awards Program in which all personnel are urged to participate. Official suggestion blanks are available at the Public Information Office. Additional information describing the Program is likewise available.

ARTICLE XIX
Safety

An employee Safety Manual sets forth Authority policy regarding safety rules and procedures on the Turnpike. Each employee must familiarize himself with the material contained in the manual as he bears a responsibility for not only his own safety but that of his fellow workers. The manual deals with general policies, specific rules, traffic protection procedures and rules and the forms necessary for completion when accidents occur.

The Authority will provide all proved safety devices reasonably necessary for the protection of its personnel.

A Safety Committee chosen by election from among those Turnpike employees indicating willingness to participate will function for the purpose of maintaining and enforcing the safety rules and regulations referred to above.

No employee shall be required to perform work under unsafe or unhealthy conditions, drive or operate unsafe vehicles, equipment, etc., work without proper tools and equipment or without ample safety precautions, including cones, flares, safety signals, flagmen, etc. Should an employee complain that his work requires to be in unsafe or unhealthy situations, in violation of accepted safety rules, the matter shall be promptly investigated by the Authority. If investigation discloses an unsafe condition, corrective action shall be taken immediately.

In the event of an injury on the job to an employee the Authority shall, at the time of the injury, provide transportation to professional medical assistance when it is deemed necessary.

The Safety Manual is adopted as part of this Agreement and may be revised from time to time by mutual consent.

ARTICLE XX
Mutual Cooperation

A. The Union and Authority agree that cooperation in employer-employee relations is necessary in order to maintain a high level of service to the public and the morale of employment in their daily work.

- B. The parties agree to resolve problems arising from differences through the Grievance and Disciplinary Action procedures contained herein and further agree to meet and discuss in good faith all matters giving rise to a dispute on the application of this Agreement.
- C. 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.
- D. Should any portion of this Agreement be held unlawful or 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.
- E. Neither the Union nor any of its members shall cause or participate in any strike, work stoppage, slowdown, impediment to work or other overt act of disharmony during the term of this Agreement. The grievance procedure and disciplinary action procedure shall be fully utilized as heretofore described, and the Authority and the Union agree to accept as binding upon each, all decisions rendered in arbitration cases arising out of this Agreement.
- F. The Union agrees that it will, in the event Paragraph E above is violated by any of its members, immediately notify all members, generally, and the violator(s) specifically, to cease and desist in any and all such action. The Union further agrees that it will assist the Authority in preventing and stopping such action and that the Authority shall have any and all recourse in law to restore normal working operations, including action against individual employees, the Union, and its representatives should they fail to comply with the provisions of this Article.
- G. Violations of Paragraph E above are considered "Just Cause" within the meaning of the Discipline and Discharge provision of this Agreement.
- H. Either party to this Agreement may seek legal relief or enforcement of the provisions of the Agreement, including recovery of cost and damages sustained in the event it is necessary to seek a court order to obtain compliance with an Arbitration decision.

ARTICLE XXI
Union Representation

- A. All activities including grievance and disciplinary hearings between the employees' representatives and the Authority shall be conducted during normal working hours with such time to be considered as excused absences with pay.
- B. Released time for Union representatives will be granted on the basis of eight (8) hours per week for every one hundred (100) employees or major fraction thereof with such time to be considered as excused absence with pay.
- C. The Union will be granted two (2) delegates to the State AFL/CIO Convention and four (4) delegates to the I.F.P.T.E. International Convention, with such time to be considered as excused absence with pay.
- D. Officers of the Union shall be released from work for such other matters as may be deemed necessary by the Union, such time considered as absences without pay, and shall only be considered upon written request.
- E. In all cases requiring released time for Union representation the employee will notify his immediate supervisor in advance.

ARTICLE XXII
Layoff

Layoffs will only occur as a result of an Act of God and shall be according to seniority within each department and each classification. Those laid off last will be the first offered reinstatement. Employees shall be advised a minimum of thirty (30) days in advance of any layoff. Seniority shall not be lost in the event of recall within two (2) years of the date of the employee's layoff.

ARTICLE XXIII
Term of Agreement

This Agreement shall be effective as of the First day of July, 1974, and shall continue in full force and effect through midnight, June 30, 1977.

New starting rates of pay, as hereinafter set forth on the "Wage Schedules" shall be effective July 1, 1974, with subsequent periodic increases through July 1, 1976. Rates of pay and their effective dates shall be set forth in the attached "Wage Schedule".

This Agreement shall be binding upon the Parties herein, their Executors, Successors and Assignees.

In witness whereof, the Parties have caused this Contract to be executed under their hands and seals.

NEW JERSEY TURNPIKE AUTHORITY

BY: *Robert J. Citrino, Jr.*
Robert J. Citrino, Jr.
Vice Chairman

ATTEST:

Marian B. Macaulay
Marian B. Macaulay
Assistant Secretary

FOR LOCAL 194, International
Federation of Professional and
Technical Engineers, AFL/CIO-CLC

Samuel Battaglia
Dino Laetanti
Louis Petter
James J. Massaro
Donald Minkul
Domenick Grosso
Robert Brian
Joseph ...
Lawrence ...

WITNESS:

Francis A. Forst
Francis A. Forst