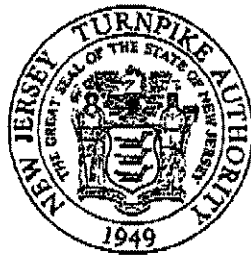


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To	GERARDMEALD	From	Co. 73		
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Fax #	777-0089	Fax #			

AGREEMENT

Between



New Jersey Turnpike Authority

And

**New Jersey Turnpike Authority Manager's Association
AFSMCE Local 3914 (3912-3913)**

Effective July 1, 1999 through June 30, 2002

Dated:

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ARTICLE 1 - PREAMBLE

This Agreement made the _____ day of _____, 2000, by and between the New Jersey Turnpike Authority, (hereinafter referred to as the Employer), and LOCAL 3914 (3912-3913) OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, affiliated with AFSCME COUNCIL 73 (hereinafter referred to as the Association), on behalf of all Authority Employees whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968 and Amendments thereto.

ARTICLE 2 - RECOGNITION AND SCOPE

The Employer hereby recognizes the Association as the sole and exclusive representative of full-time, permanent employees whose titles are covered under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (NJSA 34:13A-1 et seq.) concerning salary, hours, and other terms and conditions of employment in the negotiating unit described below:

Management employees employed by the New Jersey Turnpike Authority in the service in a full-time and permanent position, as set forth in Attachment A. The Association and the Authority agree to revise (add or remove) the titles included in Attachment A, as required.

Unless otherwise indicated, the terms "employee" and "employees" when used in this Agreement refer to all titles represented by the Association in the above-defined negotiating unit.

New titles may be established by the Employer and added to the bargaining unit. The Association will be notified of the initial salary at the time the new titles are established. The job descriptions of such titles shall not be negotiable and shall be the exclusive prerogative of the Employer to determine, as well as the unit placement and initial salary.

ARTICLE 3 - MANAGEMENT RIGHTS

It is mutually understood and agreed that the Employer retains the prerogative of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper or just cause, promoting, transferring and scheduling employees; determining the standards of service to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection for employment; to maintain the efficiency of its operations and the technology of performing its works; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; to contract or subcontract for work for services; and to determine the content of job classifications, subject however, to any applicable law or provisions of this Agreement.

It is agreed and understood that the Employer's exercise of its management rights and responsibilities shall not be grievable, except to the extent that the Employer may have yielded its exclusive authority over same by an express provision of this Agreement, and

then only to the extent such specific and express provisions are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE 4 - CHECKOFF

The Employer agrees to deduct the Association membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall remain in effect unless it is cancelled in writing by the employee during the period June 15th - June 25th (both dates inclusive) of any year. Such written notice shall be sent to the Human Resources Department of the Authority and to the Association.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Association membership dues, fees, and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of the representation fee (not to exceed 85%) at any time to reflect changes in the Association membership dues, fees, and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of their Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Employer.

The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Association in defending this provision.

The Employer shall provide, upon request of the Association in writing, any change of addresses of existing employees, new hires and name changes due to marital status of its unit employees.

ARTICLE 5 - ASSOCIATION OFFICERS

The Association has the sole right and discretion to designate its Officers and to specify their respective responsibilities and

authority to act for the Association.

The Association shall furnish to the Employer, within fifteen (15) days of the signing of this Agreement, a complete list of Association Officers.

The Association shall provide to the Employer in writing any changes in the aforementioned lists within fifteen (15) days of such change so that such lists are current and correct at all times.

ARTICLE 6 - NON-DISCRIMINATION

The Employer and the Association duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, statutorily recognized disability, or union membership (or non-membership). Further, the parties agree to accept the Employer's policy and procedures pertaining to complaints of sexual harassment and discrimination.

ARTICLE 7 - HOURS OF WORK

Hours of Work are as follows:

- | | |
|---|---|
| a. Administration | 9:00 a.m. through 5:00 p.m.
Monday through Friday
(Includes 1 hour for lunch) |
| b. Central Shops and
Divisions (Maintenance) | 8:00 a.m. through 4:30 p.m.
Monday through Friday
(Includes 1/2 hour for lunch) |
| c. Tolls - Field Personnel | 5:00 a.m. through 1:00 p.m.
6:00 a.m. through 2:00 p.m.
9:00 a.m. through 5:00 p.m.
11:00 a.m. through 7:00 p.m. |
| - Manager of Inventory
& Staffing | 8:30 a.m. through 4:30 p.m. |

ARTICLE 8 - OVERTIME

All hours of work outside the scheduled work week shall not receive additional compensation except Management Grades XIII and XIV will earn overtime at straight-time compensation for work performed on weekends and holidays when such overtime is: (1) Mandatory; (2) Pre-approved; or (3) as the result of an emergency declared by the Executive Director of the Authority.

ARTICLE 9 - ASSOCIATION BUSINESS RELEASE TIME

Aggregate release time (total annual hours) for the President, Vice President, Secretary and Treasurer of the Association will be based on the following calculation:

((Number of Association Employees/120) x 8) x 52)

This calculation shall be performed on the anniversary date of the contract to establish release time (total annual hours) for the succeeding year. The Association must provide one (1) week advance notice of the use of release time. Approval of release time is subject to emergencies as declared by the Executive Director.

ARTICLE 10 - COMPENSATION

Compensation increases shall be provided on a Performance based system. The Performance Planning and Appraisal Forms ("Forms"), shown in Attachment B, are accepted by the Association and the Authority as the standard forms through which the performance evaluation will be made. Any substantive changes to the Forms will be forwarded to the Association. The Association will have ten (10) calendar days to provide comments to Management. Non-substantive changes will be incorporated at Management's discretion. Substantive changes will be resolved through negotiations.

Base salary increases for the performance year ending June 30, 1999 shall be in accordance with the following scale:

<u>Base Salary Increase</u>	<u>Performance Rating</u>
6%	1.0-1.5
4%	1.51-2.0
3%	2.01-2.5
2%	2.51-3.0
1%	3.01-3.5

These increases shall be applied half to base and half distributed as a one-time payment not applied to base salary.

Base salary increases for performance years ending June 30, 2000, 2001, and 2002 for all members earning less than \$100,000 prior to the last performance review period shall be in accordance with the following scale:

<u>Base Salary Increase</u>	<u>Performance Rating</u>
5.75%	1.0-1.5
4.75%	1.51-2.0
3.75%	2.01-2.5
2.75%	2.51-3.0
1.75%	3.01-3.5

Funding will be established annually at 5% of the aggregate salaries of all Association members. Based on the distribution of performance ratings, the required spending by the Authority must be within 4% of the annual funding (min. 4.75% to max. 5.25%).

If based on the distribution of performance ratings, required spending is below the minimum range specified above, the base salary increase scale will be adjusted upward in equal increments for each performance rating range, until the minimum range is met. If, based

on the distribution of performance ratings, required spending is above the maximum range specified above, the base salary increases scale will be adjusted downward in equal increments for each performance rating range, until the maximum range is met.

The Authority shall provide the Association with the performance evaluation scores and pre- and post-base salaries of the Association members within 45 calendar days of the implementation of the program. Performance evaluation scores and base salaries shall be transmitted to the Association without identification of said members by name or employee number.

For the Performance Appraisal Period ending June 30, 1999, merit increases, including retroactive payments, will be applied within 90 days of the expiration of the Governor's ten-day veto period for the meeting of the Board of Commissioners of the New Jersey Turnpike Authority at which it approved the terms of the successor collective bargaining agreement. For the Performance Appraisal Period ending June 30, 2000, merit increases, including any retroactive payments, will be applied within 180 days of the expiration of the Governor's ten-day veto period for the meeting of the Board of Commissioners of the New Jersey Turnpike Authority at which it approved the terms and conditions of the successor collective bargaining agreement. For the Performance Appraisal Periods ending June 30, 2001 and June 30, 2002, best efforts will be made to apply merit increases, including any retroactive payments, within 90 days but no later than 120 days after the close of the respective review period. In the event that the 120 day implementation period cannot be met, the Turnpike Authority will notify the Association and request its consent for the extension of time necessary to implement the merit increases and any retroactive payments which consent will not be unreasonably withheld by the Association.

For Employees earning annual salaries of \$100,000 or more prior to the last performance review period, a merit increase of 2% will be granted based on a pass/fail evaluation with the lowest eligible performance rating established at 3.5.

Appeals of final performance appraisals will be initially reviewed by a Committee comprised of one (1) Management Representative and one (1) Association Representative. An appeal must be filed within five (5) working days of the completed appraisal; findings of the Committee must be submitted to the Executive Director within ten (10) working days of the filing; and the Executive Director must issue a decision on the matter within five (5) working days of the receipt of the Committee's recommendation. In the event that the Committee cannot reach a joint recommendation, then each representative will submit their respective recommendation to the Executive Director. The Executive Director's decision is final.

Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation, and an appeal may be filed as noted above. After the evaluation form has been signed by the employee, no changes shall be

made on the evaluation form. A copy of the employee's evaluation shall be provided to the employee upon request.

ARTICLE 11 - LAYOFF AND RECALL

Official notice of intent to lay-off will be provided no less than sixty days prior to effective date of lay-off. In order to determine who will be affected by the lay-off, the Authority will review the performance appraisals of the affected employees. The Authority will calculate the average performance of the affected employees in the affected section of a department. Those employees with an average performance appraisal rating over the term of employment below "2.5" may be included in the lay-off. To the extent that more or less employees than required for the lay-off perform at a level below "2.5", date-of-hire determines seniority for implementing lay-offs. In the event that there is a "tie" in average performance appraisal ratings, date-of-hire seniority determines which employee will be included in the lay-off. A recall preference list will be established for those affected employees. The list will be in the order of last to leave, first to return. Any employee recalled within two years of the effective date of the lay-off will retain his/her seniority accrued through the effective date of the lay-off. Affected employees will be recalled based on their ability to perform the duties and responsibilities of the vacant management position. Skill and ability will be determined by the affected employee's education and experience.

Notice of recall will be sent to the affected employee's last address provided to the Authority. It is the affected employee's responsibility to keep his/her address current. The Authority will not be liable for incorrect addresses. The recall candidate will have ten (10) working days to respond to notice of recall. Failure to respond in the time allotted will be deemed as rejection of offer and termination of rights under the recall provision. Copies of such notices will be sent to the Association.

The Authority will provide, at no expense to the affected employee, medical health benefits for the first sixty (60) days of the lay-off period. After such time, the affected employee may purchase medical health benefits at 102% of the group premium for a period of sixteen months. This is in accordance with New Jersey Public Health Law and the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Other health benefits, such as prescription drug, dental care and vision care, may be purchased by the affected employee from the first day of lay-off at 102% of the group premiums.

Vacation and Sick Leave Banks will be paid in lump sum with the current year pro-rated based on the effective date of the lay-off at the current pay rate. Payment for bank balances will be included in final paycheck.

All Authority-owned property must be returned in order to receive final paycheck, but in no circumstances should this date exceed five (5) days from last day of active employment.

ARTICLE 12 - DISCIPLINE, TERMINATION, AND GRIEVANCE

Disciplinary and Termination Policy

The Authority and Association agree that Section 6.03 of the Authority's Termination Policy, adopted October 23, 1989, and revised April 1, 1996, will be amended to read as follows:

"In the event the decision of the Executive Director is unsatisfactory to the employee, the employee or Association may seek a review through appeal to binding arbitration. All requests for binding arbitration shall be filed by the employee or Association to the Executive Director within ten (10) working days after receipt of the decision of the Executive Director concerning the appeal of the employee. The arbitration appeal shall be on the record made at the Authority and the arbitrator's standard for review shall require a finding that the Authority's action was arbitrary, capricious and unreasonable in order to set aside the decision of the Executive Director. The decision of the arbitrator shall be final and binding.

Arbitrators shall be appointed jointly by the Executive Director and Association Board, in accordance with the New Jersey Public Employment Relations Commission rules and regulations, with loser paying all cost of the arbitration.

Grievance Procedure

A grievance is any complaint arising between the parties with reference to an alleged violation of this agreement. 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 five (5) calendar days after the occurrence or knowledge of occurrence of the cause for such complaint. All time limits herein may be waived by mutual agreement of parties.

All employees in necessary attendance at meetings initiated by the Authority or representatives of the employee's Association dealing with grievances or disciplinary appeals will be excused from any scheduled duty during meeting times and without loss of regular compensation. These meetings will be scheduled during regular work hours. Release time will not be affected if the employee's presence is requested by the Authority; release time will be charged when an employee's presence is requested by the Association.

Pertinent work records and other materials shall be made available by the employer during the processing of grievances or disciplinary appeals. 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 the Association shall discuss with the immediate supervisor involved any grievance or complaint. Every effort shall 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 Association and an answer shall be furnished in writing within five days by the immediate supervisor. If the grievance is not resolved at this step, it will be forwarded to the Department Head.

Step 2 - The Department Head, or designee, will conduct a hearing within five (5) working days of receipt of the grievance and then submit his or her findings in writing to the employee and the Association. If the grievance is not resolved at this time, the Employee or the Association shall forward it to the Executive Director. The Executive Director will review the finding and release his recommendation within fifteen (15) working days to the Employee and the Association. If the grievance is not resolved at this step, the Association shall have fifteen (15) working days of receipt of said decision to request arbitration through the New Jersey Public Employment Relations Commission. The arbitrator's decision shall be final and binding upon both parties. The cost of arbitration shall be paid equally by the Authority and Association.

ARTICLE 13 - INDEMNIFICATION

The Authority agrees that it will defend and indemnify all management employees of the Authority against any liability claims or judgments arising out of the performance of their official Authority duties. It is the intention of this provision that the Authority indemnify and save harmless all management employees of the Authority from any suit, cause of action or claim that may be brought by any individual against any management employee because of said employee's act of management responsibility. This obligation of the Authority shall not extend to any suit, cause of action or claim where:

1. the act or conduct which is the subject of said suit or cause of action is not within the scope of employment; or
2. the cause of action was because of actual fraud, willful misconduct or actual malice; or
3. the defense of the cause of action or proceeding on behalf of the said management employee would create a conflict of interest between the Turnpike Authority and the management employee; or
4. the cause of action was the result of criminal behavior as defined in Title 2C of the New Jersey Statutes.

In addition, the Authority's obligation to indemnify and save harmless any management employee, as provided herein, shall not extend to any award for punitive damages against the defendant management employee in any action. It is understood that the obligation of the Authority to indemnify and save harmless any management employee, as provided herein, is subject to the reasonable exercise of the Authority's judgment that the defense of said act, claim or cause of action will not constitute any action which would be violative of the public policy of the State of New Jersey.

ARTICLE 14 - HEALTH BENEFITS

The Health Benefits Plan of the Employer will remain unchanged with the following exceptions:

1. There will be permitted an annual open enrollment period to all employees, the date of which shall be determined by the employer.
2. All plans will provide annual mammograms for women age 40 or older without certification of medical necessity; however, a primary care physician or OB-GYN referral is still required. All other mammograms must be certified as a medical necessity by a primary care physician or OB-GYN.
3. Effective November 1, 2000, Vision Care Allowances shall be increased \$15 in each category; effective January 1, 2001, Vision Care Allowances shall be increased by \$15 in each category; effective January 1, 2002, Vision Care Allowances shall be increased by \$10 in each category; and on January 1, 2003, Vision Care Allowances shall be increased by \$10 in each category.
4. Birth Control pills will be added as a covered prescription under the prescription plan, and will become effective the first month following the signing of the final agreement by the parties.

Effective on November 1, 2000, the Prescription Medicine Co-payments will be \$5 for generic drugs and \$10 for name-brand drugs, unless no generic equivalent is available, then the co-payment shall be \$5.00.

5. A \$250 hearing aid benefit will be provided which benefit shall be available every two (2) years.
6. Physician's Office Visit co-payments shall be as follows:
Effective November 1, 2000 - \$5 for all employees and eligible dependents.
Effective January 1, 2001 - \$10 for all employees and eligible dependents over the age of twenty-three, \$5 for all eligible unmarried dependents twenty-three years old or younger.

Additional Authority Personnel Policies and Procedures adopted on or before the date of this Agreement, shall also become part of this agreement, unless there is a conflict. This agreement shall govern in the case of a conflict.

The Employer reserves the right to change insurance carriers, so long as identical benefits are provided or changes to benefits are negotiated.

ARTICLE 15 - HOLIDAYS

The following are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day (3rd Monday in February)	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
	Christmas Day

In consideration of the elimination of the Easter Sunday Holiday, employees shall receive a floating holiday to be used at their discretion and with the approval of the supervisor. The floating holiday must be taken as a full day and may not be cashed-in at the end of the calendar year.

Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday, respectively, in the Administration Building and the Maintenance Department.

ARTICLE 16 - VACATION, SICK LEAVE, PERSONAL LEAVE

Vacation, sick leave and personal leave shall be governed by Employer's Policy dated July 6, 1992, with the following exception:

1. Accrued sick leave shall be paid at the then current rate in the case of official retirement in accordance with provisions of Public Employee Retirement System, death, or resignation in good standing, in an amount not to exceed \$15,000. This provision does not apply to those employees who are referred to in the Resolution adopted May 17, 1988 pertaining to accrued sick leave, attached hereto as Attachment C.
2. Upon an employee's separation of service in good standing, his/her current year's vacation and sick leave will be pro-rated based on the employee's full months of service. Effective April 1, 2001.
3. Personal leave will not be cashed in under any circumstances.
4. The Employer will provide a separation package to those employees who retire with 10 or more years of service at an amount of \$400.00 for each full year of service. The same benefit will be applied to those employees who are deceased while in the employ of the Authority. The effective date for the implementation of this change is April 1, 2001.

ARTICLE 17 - LONGEVITY PLAN

Association members hired before July 1, 2000 shall be entitled to

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

- a. A sum of 4% for all Association members who have at least ten (10) years but less than fifteen (15) years of service, including those who reach ten (10) years of service, effective their anniversary date, and
- b. A sum of 5% for all Association members who have at least fifteen (15) years of service, but less than thirty (30) years of service, including those who reach fifteen (15) years of service, effective their anniversary date, and
- c. A sum of 7% for all Association members who have at least thirty (30) years of service, effective their anniversary date.
- d. These longevity payments shall not be cumulative.
- e. Employees hired after July 1, 2000 will not be entitled to receive any longevity payment.

ARTICLE 18 - MILEAGE REIMBURSEMENT

Mileage will be paid in accordance with the prevailing rate as stipulated by the Federal Internal Revenue Service.

ARTICLE 19 - AUTOMOBILE POLICY

1. The minimum of business miles for eligibility for an assigned automobile is 12,000 miles per annum.
2. In the event that an Association member fails to meet the minimum mileage requirements, said Association member will have sixty (60) days from January 1 of that year, to surrender the automobile.
3. Each month the Association member will submit a report duly signed by the Association member setting forth all miles driven less personal commute to and from work miles.
4. An Association member who fails to meet the standards set forth in (1) may present in writing his or her justification for "on call" status through the Association directly to the Executive Director.
5. The Executive Director, in his sole discretion, shall determine if an Association member qualifies for an automobile based upon "on call" status. If qualified, the provisions of (1) shall not apply.

ARTICLE 20 - BUSINESS TRAVEL INSURANCE

The Authority provides travel insurance including sojourn to all

Association members. This insurance provides accidental death and dismemberment coverage for Association members traveling on official business for the Authority.

ARTICLE 21 - UNIFORM ALLOWANCE

Uniform Allowance for Toll Collection employees under this Agreement will be in accordance with those amount as established by Local 200, I.F.P.T.E., AFL/CIO-CLC under its current contract, until modified by a successor collective bargaining agreement.

ARTICLE 22 - TUITION REIMBURSEMENT PLAN

The Authority will provide a tuition refund program for approved programs, upon expiration of the six (6) month probation period. The terms of the plan are outlined in the Authority's Tuition Reimbursement Policy approved at the June 29, 1993 Commission Meeting, and in effect as of July 5, 1993.

ARTICLE 23 - ADDITIONAL BENEFITS

Other benefits not specifically outlined in this Agreement as related to Retirement, Life Insurance, Disability, Continuance of Health Benefits due to Death of Employee, Annual Physical, Workman's Compensation, Suggestions Award Program, Harry Laderman Scholarship, Deferred Compensation Plan, Supplemental Annuity Collective Trust, Supplemental Life Insurance, Travel Insurance and Family Leave shall remain in full force and effect as stated in Article 14.

ARTICLE 24 - STRIKES

There shall be no strikes or lockouts during the term of the contract.

ARTICLE 25 - RULES OF THE EMPLOYER

The parties agree that the Employer has the right to make reasonable rules and regulations. The Employer will first give the Association sufficient notice of its proposal and the Association then will make a timely demand to negotiate. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association. All rules and regulations promulgated by the Employer for the proper and efficient operation of the Public Services shall be duly and conspicuously posted and dated.

ARTICLE 26 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject for collective negotiations.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 27 - TERM OF AGREEMENT

Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing July 1, 1999, and shall remain in effect and full force through June 30, 2002.

Each party shall give written notice sixty (60) days prior to the expiration date of its desire to negotiate a new Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the periods of negotiations. Copies of this Agreement, when executed, shall be distributed to all Association members.

ATTACHMENT A**AFSCME LOCAL 3914, Management Assn.**
Unit TitlesXIII

Assistant Manager, Telecommunications	I. Volkman
Chief Drafter	J. Ferrandino
Construction Supervisor	W. Applegate
	J. DiDonato
	R. Eggert
	J. Fisher
	R. McNeal
	T. Wilson
Environmental Coordinator	A Zehnbauer
Environmental Supervisor	T. Doolan
General Foremen	J. Grant
	R. Matthews
	J. Rose
	J. Pfeiffer
	R. Sandone
	R. Scarpelli
	H. Warner
Interchange Manager	F. Beatty
	E. Burke
	T. Corblies
	J. Famiglietti
	J. Gargano
	E. Kriso
	R. Kacperowski
	C. Proctor
	J. Roche
	M. Vita
Maintenance Systems Supervisor	J. Forrest
Manager, Assistant Division	D. Burke
	J. LaSalle
Manager, Office Services	M. Sahli
Manager, Police Services	R. Miles
One Call Coordinator	J. Jurgenson
Project Engineer, Struc. Eng.	G. Byrne
Project Supervisor	J. Dougherty
	A. Mastrolia
	J. Seitz
	A. Tatoris
Project Supervisor, Structural Engineering	J. Laird
Systems Project Coordinator	J. Michalkowski

Systems Project Coordinator – ETC
Systems Project Coordinator – Tolls
Manager of Local Area Network Administration
Manager of Administration and Application Support

E. Hall
G. Megow

XIV

Assistant, General Projects
Budget Coordinator
Coordinator, Microprocessor Systems
Engineer, Telecommunications, ETC
General Foreman, Area Manager, Facilities
General Project Engineer
Landscape Architect
Manager, Buildings Administration
Manager, Environmental Quality and Resources
Manager, Right of Way
Manager, Tolls Inventory and Staffing
Project Engineer

M. Stankowitz
D. Jones
R. Socha
A. Richardson
vacant
R. Geberth
J. Kosztyo
J. Zangari
L. Oakland
B. Trzaska
W. Dempsey
J. Alderings
R. Brundage
F. Corso
J. Keller
R. McGowan
R. Payne
S. Hill
J. Veni

Some

Project Engineer, Facilities
Project Engineer, Specifications
Project Manager, Tech., Telecom. and Electronic
ETC Systems Manager
Senior Systems Project Coordinator

XV

Assistant Supervising Engineer, Hwy. Const.
Senior Project Engineer

Superintendent, Facilities

S. Buente
B. Cheo
W. Hill
W. Johnsen
R. Bearce
E. Bachonski

XVI

Administrator, Purchasing/Office Services

A. Ward

ATTACHMENT A

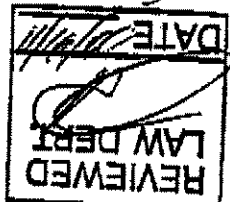
IN WITNESS WHEREOF, the Employer and Association have caused this Agreement to be signed by their duly authorized representatives as of the 16th day of November, 2003.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Richard Scorsotto
SECRETARY

Harold Simey
EXECUTIVE DIRECTOR



ATTEST:

MANAGER'S ASSOCIATION
LOCAL 3914 (3912-3913), AFSCME

Richard Bundage
SECRETARY

W. Scott Johnson
PRESIDENT

[Signature]
VICE PRESIDENT

[Signature]
TREASURER

ATTACHMENT B

New Jersey Turnpike Authority
Performance Appraisal

Name: _____ Division: _____

Title: _____ Department: _____

Salary Grade: _____ Years in Position: _____ Hire Date: _____

Employee # _____ Reports to: _____

Period under Review: _____ Through _____

Reason for Appraisal (check one)
_____ Annual _____ Probation _____ Promotion _____ Transfer _____ Other

OVERALL PERFORMANCE SUMMARY:

OVERALL PERFORMANCE RATING: _____

- 1.0 Performance significantly exceeds expectations in all major areas. Individual exceeds performance objectives on a sustained basis.
- 1.5 Performance exceeds expectations in all major areas. Individual shows ability to exceed performance objectives.
- 2.0 Performance fully meets expectations in all major responsibility areas, and exceeds expectations in some areas.
- 2.5 Performance fully meets expectations in all major areas.
- 3.0 Overall performance meets expectations in some areas and shows strength in other areas.
- 3.5 Overall performance meets minimum expectations but not in a fully satisfactory manner.
- 4.0 Overall performance meets minimum expectations in some areas but is somewhat below expected standards in other areas.
- 4.5 Performance is below expectations. While there may be a few areas where performance meets expectations, definite improvement is needed.
- 5.0 Performance is significantly below expectations for a person with similar training and time on the job. The majority of important responsibilities are not being performed at the expected level.

INITIAL
PLAN

Immediate Supervisor/Date

Employee/Date

Division Manager/Date

Department Head/Date

MID-YR
PROGRESS
REVIEW

Immediate Supervisor/Date

Employee/Date

Division Manager/Date

Department Head/Date

FINAL
REVIEW

Immediate Supervisor/Date

Employee/Date

Division Manager/Date

Department Head/Date

When Completed, Return to Human Resources

Revised 8/98

01/21/2004 10:23AM

MAJOR JOB RESPONSIBILITIES -- WEIGHT = _____ x

Major job responsibilities are described in the employee's current job description. This section should identify those major job responsibilities and discuss the employee's accomplishment of those responsibilities. Supervisory skills and/or technical skills should be addressed and evaluated if applicable.

Planning	Appraisal			
Major Responsibility	Specific Examples of Performance	WZ	R	C
		1)		
2)				
3)				
4)				
5)				

WZ=Weighting Percent

R=Performance Rating

C=Computation(WZ x R=C)

Date _____

Employee _____

GOALS AND MEASUREMENT STANDARD--WEIGHT = _____ %

Goals are specific objectives for a given appraisal period which are not usually recurring, regular or routine activities or functions. Goals should be quantifiable (dollar amounts, percentages, time frames, frequencies, etc.) in order for the level of accomplishment to be measured. Indicate to what extent these goals were accomplished.

Planning	Appraisal		
Goal/ Measurement Criteria	Accomplishment		
	W%	R	C
1)			
2)			
3)			
4)			
5)			

W%=Weighting Percent

R=Performance Rating

C=Computation(W% x R=C)

Date _____

Employee _____

PERSONAL DEVELOPMENTAL PLAN (Optional)

Any developmental needs that may be desired or needed to either improve the employee's current job performance or better prepare the employee for advancement, should be identified with the specific actions listed to address such needs. Indicate to what extent the planned action was accomplished

Planning

Appraisal

Developmental Need	Action Plan	Actual Accomplishment

Although the above section is optional, should there be no developmental needs identified, both the employee and the supervisor should note their concurrence by signing below.

Employee/Date

Supervisor/Date

Employee comments
(if any)

PROGRESS REVIEW DISCUSSION
(File with Performance and Appraisal Form)

MAJOR RESPONSIBILITIES	COMMENTS/REVISIONS AS NECESSARY
1)	
2)	
3)	
4)	
5)	

SIGNATURES

Immediate Supervisor/Date

Employee/Date

PROGRESS REVIEW DISCUSSION
(File with Performance and Appraisal Form)

GOALS	COMMENTS/REVISIONS AS NECESSARY
1)	
2)	
3)	
4)	
5)	

SIGNATURES

Immediate Supervisor/Date

Employee/Date