

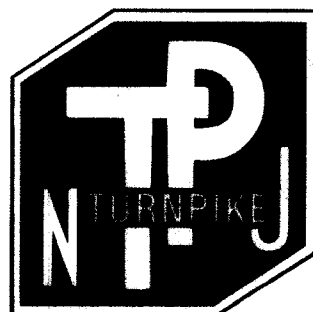
**AGREEMENT BETWEEN**

**NEW JERSEY TURNPIKE AUTHORITY**

**AND**

**LOCAL 194**

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



**July 1, 2007 to June 30, 2011**

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AGREEMENT BETWEEN  
NEW JERSEY TURNPIKE AUTHORITY

and

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

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This Agreement, made this day of July 27, 2007 and effective July 1, 2007 through midnight, June 30, 2011, 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's need for fair compensation, working conditions and benefits, 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 the exclusive representative of the full-time Operating employees of the Maintenance and Toll Collection Departments as certified by the Public Employment Relations Commission in its written opinion dated March 5, 1970, Docket Number R-50, and as the exclusive representative of the Office, Clerical and Technical employees as certified by the certification dated February 23, 1972, Docket Number R-403, in accordance with the laws and Constitution of the State of New Jersey as further defined herein.

In the event of the "monetization" of the New Jersey Turnpike Authority, the bargaining unit job classifications presently represented by Local 194, IFPTE shall continue to be represented by said local.

B. (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 non-members. 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 thirty (30) days in which to become members of the Union or remain non-members. 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 term of the agreement.

(2) For those who remain in a title covered by this Agreement or become members of the Union, continued membership shall be a condition of employment for the term of the agreement or for the time in which they serve in a title included in any of the Units.

C. Effective July 1, 1980, each employee covered by this agreement shall, as a condition of employment, be required to pay a fee equal to eighty-five percent (85%) of the normal dues of the Union, unless such employee is a member of the Union.

Representation fees deducted from employees' weekly salaries shall be transmitted to the Union in the same manner as dues.

## ARTICLE VII – CLASSES OF EMPLOYEES

### A. CLASS 5 -- Permanent Employee

A full-time employee is a person who has been hired by the Authority to fill a permanent position on a full-time basis and has successfully completed the probationary working test period as prescribed by the New Jersey Turnpike Authority. Full-time employment shall be considered to be an eight-hour work day or ten-hour work day and forty-hour work week for the Operating Unit or a seven-hour work day and thirty-five hour work week for the Office, Clerical and Technical Unit, except the Communications Dispatcher and Multi-Media Communications Assistant shall work an eight-hour day and forty-hour work week as prescribed by the Authority. The definition of full-time employment may be modified by mutual consent of the Union and the Authority.

### B. CLASS 4 -- Probationary Employee

An employee who is hired by the Authority to fill a permanent position on a full-time basis, but who has not completed the prescribed probationary working test period for new hires.

### C. CLASS 3 -- Seasonal Employee

An employee who is hired for the purpose of rendering services on a non-continuing, but recurring basis, who may work a prescribed work day and work week; provided, however, that such employment shall not exceed one hundred twenty five (125) work days in a calendar year, during the period of the second Monday in May through the second Monday in September.

## 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 forty (40) hours per week, consisting of either five (5) eight (8) hour work days, or four (4) ten (10) 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-hour work day. All shifts shall include two 15-minute break periods, and shall be exclusive of one-half (1/2) hour lunch period. Additional emergency breaks may be granted at the discretion of the supervisor, over and above those specified, for reasons of health, weather, etc. Break periods shall be specified by supervision dependent upon the circumstances. Lunch periods will be taken at the nearest Maintenance Facility to the job site.

Employees working the 4-day, 10 hour shift, shall receive a fifteen (15) minute break from 10:00 p.m. to 10:15 p.m., a fifteen (15) minute break from 3:15 a.m. to 3:30 a.m., and a fifteen (15) minute wash-up period at the end of the shift. Employees will be paid for a thirty (30) minute dinner from 1:00 a.m. to 1:30 a.m.

3. There are presently a number of non-standard shift assignments and from time-to-time, additional non-standard shift assignments will be necessary. Persons employed prior to July 1, 1980, including technicians, and working standard shifts are not subject to changes in their basic shifts. Anyone hired on or after July 1, 1980, except cable/craft persons, may 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 twelve (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 (2) consecutive days off in each week, whenever possible.

7. Effective September 1, 2007, the Maintenance Department may institute a night shift of ten (10) hours, four (4) days per week. Specifically, the shifts shall be:

- 8:00 p.m. Monday to 6:00 a.m. Tuesday
- 8:00 p.m. Tuesday to 6:00 a.m. Wednesday
- 8:00 p.m. Wednesday to 6:00 a.m. Thursday
- 8:00 p.m. Thursday to 6:00 a.m. Friday

8. (a) Rebidding 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 actively seek to reduce the number of double-door operations in Tolls and will periodically review all such operations in its attempt to eliminate, except as needed, for lunch and meal 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 Monday through Friday schedules for all permanent Collectors.

13. Schedules will be posted two (2) 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 (8) 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. Travel for Vacation Reserve collectors will be limited to Interchanges within their respective sub-sections unless movement is essential to provide lane coverage. Vacation reserve collectors shall provide coverage for all types of lane vacancies including "traffic" coverage, at their assigned Interchange prior to movement to another Interchange within the sub-section.

15. Temporary employees may be used as a substitute for a regular employee who has been summarily suspended for theft or pilferage, or absent on sick leave, temporary disability or workers compensation as provided under Article VII, D, 2.

Temporary Assignments due to the long-term absence of a toll collector, as a result of a long-term illness, on-the-job injury, suspension or retirement, will be filled by seniority of the toll collectors at the interchange of the long-term absence. An interchange bid will be conducted so that the temporary collector will fill in the last available slot. Only toll collectors who desire to move will move. Toll Collectors cannot bid for a shift they presently hold (a 1C is not a 2 shift, nor is a 2C a 3 shift). Toll Collectors can only move once. A temporary collector filling in as a Vacation Reserve Collector automatically become the least senior collector for shipping purposes or in the case of filling in for a retired Vacation Reserve collector when picking schedules. In the case of a long-term absence, for any of the above-stated reasons, the full-time Vacation Reserve collector shall pick their own line.

(c) Employees hired before June 27, 1977 shall, upon promotion, receive the job rate. Employees hired on or after June 27, 1977 shall be placed on the next higher rate of the salary range from the employee's existing rate of pay and shall proceed along the newly acquired range according to the time schedule thereafter. However, promotions in the Office, Clerical and Technical Unit will provide that the employee shall advance to the next highest step on the newly-acquired scale provided such step represents an increase of at least \$500 annually. Otherwise, the employee shall advance to such step on the new pay scale which is at least \$500 over the employee's annual rate of pay immediately prior to the promotion. Thereafter, the employee will proceed along the newly acquired scale by advancing one step on the anniversary date of the promotion.

(d) In the event the Authority adds new Job Classifications during the life of this Agreement, said classification shall be forwarded to the Union, together with the Job Description and Salary Range prior to being put into effect. Such changes shall become a part of the Appendix.

## 2. Shift Differential

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

After 12:00 Noon	.50
After 6:00 p.m.	.65

(b) 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:

.55

(c) The shift differential shall be added to and become a part of the base rate of pay after application of longevity.

(d) 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.

(e) 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.

## 3. Inter-Departmental Transfers

(a) Employees hired before July 3, 1989 shall be placed on the two-year rate, proceed to the three-year rate after a six-month work-test period, and to the Job Rate a year thereafter.

(b) Employees hired on or after July 3, 1989 shall be placed on the scale at the rate immediately lower than their existing rate, but in no event higher than the two-year rate. Said employees shall proceed along the newly acquired range according to the time schedules thereafter.



c. The Authority will pay the Heavy Equipment Operators an additional \$20 per day when required to operate the Hazardous Materials vehicle. Heavy Equipment Operators shall be allowed to be certified to operate the Hazardous Materials Vehicle on Authority time.

#### 4. Overtime Duty

- (a) Every possible effort will be made to keep the overtime assignments equal among persons in the same classification and 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. The Union assures the Authority that employees will work a reasonable amount of overtime and will assist the Authority in having employees available in an overtime situation. Overtime pay at the rate of time and one half shall be paid for any work in excess of a scheduled eight (8) hour shift, a scheduled ten (10) hour shift, or for work in excess of the 40 hour work week.

For overtime purposes, employees working the 4-day, 10 hour shift, their 7 day week shall be from Midnight Sunday to Midnight Sunday. Also for overtime purposes, employees working the 4-day, 10 hour shift will be on the roster of the "C" shift. Employees working the 4-day, 10 hour shift will be known as "Division" employees.

- (1) In emergency situations involving snow and ice control, time and one-half shall be paid Monday through Friday for all hours worked after twenty-four (24) consecutive hours.
- (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 beyond the scheduled working hours, each man will be required to work a minimum of four (4) hours and paid at time and one-half rates. When called out for overtime duty after the conclusion of their regular shift, each man reporting for such duty will be credited with a minimum of four (4) hours of pay calculated at time and one-half rates. Employees may be called in or scheduled to work two (2) hours before their regularly scheduled working hours, with a guarantee of two (2) hours minimum overtime pay.

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 (8) hours, or the hours worked by the man taking the assignment, whichever is greater. Employees called in for emergencies in Trades and/or Technical areas shall not be charged for hours worked. Employees refusing shall be charged.

## C. TOLL COLLECTION DEPARTMENT

### 1. Paychecks

Paychecks will be available each week before Friday at all Interchanges. Holiday and overtime pay, mileage and meal allowance will be paid within fourteen (14) 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 (8) hours in any work day, or in excess of the 40-hour work week. The Union assures the Authority that employees will work a reasonable amount of overtime and will assist the Authority in having employees available in an overtime situation. Under no condition shall compensation be in excess of two and one-half (2 1/2) 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 (4) 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 (4) hours except in the case of coverage for lateness, which will provide a minimum of one (1) hour overtime, or the hours actually worked, whichever is greater.

#### (b) 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:

(1) Where a change in time results in hours worked beyond the normal work day, overtime will be paid for the additional hours worked.

(2) Where change in time results in hours worked less than the normal work day, no loss of pay will be incurred.

#### (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.

### 3. Long Term Absence of Stock Service Clerk

In the event of a long-term absence due to illness, on-the-job injury or suspension of a Stock Service Clerk, the temporary vacancy shall be filled from the Toll Collection Department by Departmental Seniority. Toll Collection employees filling the vacancy of the Stock Service Clerk shall receive the rate of pay of the Stock Service Clerk. In the event a Toll Collector fills the vacancy of the Stock Service Clerk, the Toll Collection Department shall have the right to fill the Toll Collector's vacancy with either a temporary or part-time collector.

## D. OFFICE, CLERICAL AND TECHNICAL UNIT

### 1. Special Assignment

- a. Employees who are assigned to fill in or take the place of an employee in a higher classification upon starting, shall receive the higher rate of pay, plus the assigned employee's longevity, provided that the combined new rate of pay does not exceed the combined rate of pay of the employee being replaced. In the event the combining of the base rate plus the assigned employee's longevity exceeds the combined rate of the employee being replaced, the maximum payable to the assigned employee shall be the combined rate of the employee being replaced. Supervisors shall notify an employee of the special assignment prior to the employee undertaking said special assignment.
- b. An employee temporarily assigned for a period exceeding one month (30) days consecutively shall receive Leaves of Absences and Benefits at the higher rate of pay until such employee is restored to his or her former position.
- c. It is understood that a break in assignment due to Vacation, Illness, a Holiday, or such other Leave of Absence does not constitute an actual change in assignment as long as assignment continues at least one day after leave. For example, if Wednesday is a Holiday and employee "A" is assigned to a higher level position for that week, the Holiday is not considered to be a "break" in assignment and Monday, Tuesday, Thursday and Friday will be considered to be four consecutive days.

### 2. Overtime Duty

Every possible effort will be made to keep the overtime assignments equal in the same classification and in the same work group. 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 seven (7) hours in one (1) day, except for Communications Dispatchers', Multi-Media Communications Assistants' and Property & Materials Assistants' work which shall be in excess of eight (8) hours per day, or for work in excess of 35-hour work week, except for Communications Dispatchers, Multi-Media Communications Assistants and Property & Materials Assistants for work in excess of a 40-hour work week as follows:

4. Job Classification Seniority, which shall consist of an employee's cumulative 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 of 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, OPERATING UNIT

### A. TRANSFERS

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

2. Employees in the same job title as a posted position shall notify their Department Head, in writing, within eleven (11) 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.

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

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

5. When a vacancy or vacancies exist within the operating unit for Toll Collection, a notice of this will be posted within the Section in which it occurs for a period of eleven (11) days. In addition, any vacancy or vacancies occurring as a result of the positing 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 person 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.

6. Employees will be moved into the new position no later than 90 days after acceptance for transfer. The actual timing of the move shall be worked out between the respective Department Heads. If an employee is unable to move due to business necessity, the employee shall begin receiving the new rate of pay on the first working day following 90 days. Management will continue efforts to move the employee to the new location and position. In case of demotion, the employee shall retain current pay rate until the actual transfer takes place.

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

4. Employees transferring into titles within the Maintenance Department which require a Commercial Drivers License (CDL) must obtain their CDL during the work test period; otherwise, they shall be returned to their previous position. New employees must receive their Commercial Drivers License during their probationary period; otherwise they shall be subject to termination.

## ARTICLE XII – PROMOTIONS, OPERATING UNIT

A. It is the desire of the Union and the Authority to advance and 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 first 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 will 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 or Maintenance Department). The announcement shall include a complete description of the vacancy to be filled, duties to be performed, and prequalification 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 eleven (11) consecutive days, (264 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 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 eleventh day of posting. All bids for posted positions will be date stamped.

3. All eligible job bidders will be required to successfully complete 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 years of service shall be given preference for selection for advancement or promotion over junior employees in years of service who may have substantially the same numerical rating. Each employee on a Promotional List shall be permitted one (1) refusal to accept an offer within the employee's Division in Maintenance, or Section in Tolls. Upon an employee's second refusal to accept an appointment from the list within the Division or Section, such employee shall be removed from the list.

5. There shall be an Apprentice Program in the Maintenance Department, which will provide a combination of educational and on-the-job training by means of which employees can achieve placement on Promotional Lists for Trades and Technicians. This Program will be under the

(a) Promotions in the Unit shall be based on:

1. Education and experience.
2. Credit for past performance with the Turnpike.
3. Testing related to the specific job.

2. Eligible employees in the department who wish to be considered for the vacancy will be given the opportunity of filing a Job Request Form which shall be submitted to the Human Resources Department no later than close of business of the last specified day of posting. A copy of each Job Request Form will be sent to the Union.

3. All eligible employees who have filed a Job Request Form will be required to successfully complete a written and/or oral examination pertinent to the job which shall be provided for by the Authority. Selection for promotion or advancement shall be made on the basis of the most qualified, senior eligible employee, selected in accordance with B(1)a above.

All candidates shall be notified individually of the test results and promotional status.

4. Failing to fill the vacancy by promotion from among employees within the department, posting of the vacancy shall be accomplished in all other departments on the basis of Paragraphs 1 through 3 above. The vacancy shall be filled either by lateral transfer (in which case Job Classification Seniority applies), or by promotion (in which case Unit Seniority applies), in that order, in accordance with Paragraph 3 above. Probationary employees shall not be eligible for transfer or promotion until all qualified permanent Unit employees have had the opportunity to bid for the vacancy.

If vacancies cannot be filled from within the unit in which they occur, the vacancies will be posted throughout the Tolls - Maintenance unit. Employees desiring to be considered for such vacancies, if qualified, will be considered prior to all other applicants.

5. All qualified candidates who are promoted or transferred 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 process. Unsuccessful appointees will be informed in writing of their disqualification and a copy will be sent to the Union. Whenever possible, the Authority will return those appointees, who are not successful in completing the working test period, or who wish to withdraw, to a position in their former classification and salary.

6. The Promotional Procedure within the department shall be exhausted before application of #4 above.

7. Should the position or vacancy be for a lesser-rated position within the unit, the Authority will, in the event no transfer is requested, recruit a candidate from outside the unit.

8. Employees who have passed the test for a particular job classification shall be placed on a promotional list. Preference for promotions shall be first from within the department and then, outside the department.

division in which the employee works in Tolls, or within the division in Maintenance, said employee shall be removed from the list, but shall thereafter be eligible for testing for additional subsequent lists.

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 Toll Collection and Maintenance Departments 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 – LEAVE 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 physician'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 (2) consecutive work days in the Operating Unit, and three (3) consecutive work days in the Office, Clerical and Technical Unit, 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 Worker's Compensation laws. No absences with pay will be authorized except those herein enumerated.

month. Although such employees are ineligible to take any days off with pay during the first ninety (90) days of employment, the prorated calendar year entitlement will be calculated from date of hire and banked up following 90 days of service. The employee will receive the full fifteen (15) day entitlement on January 1st of the second calendar year of employment.

In the first calendar year of employment, one (1) sick as personal leave day will be given for each five (5) earned sick leave days.

In the second calendar year of employment, employees will be eligible to use five (5) days of their fifteen (15) sick day entitlement as sick as personal leave.

In addition, each employee shall receive three (3) separate personal days per year. New employees shall have their personal leave days prorated based upon their date of hire. If these personal days are not used by the end of the calendar year in which they were earned, they will be forfeited. Sick as Personal Leave and Personal Leave will be granted subject to the following restrictions:

Sick as Personal Leave Days and Personal Leave Days will not be granted on a holiday.

Sick as Personal Leave Days and Personal Leave Days are not cumulative.

Sick as Personal Leave Days and Personal Leave Days will not be substituted for any prior excused or unexcused absences without pay.

No more than six (6) employees at one time in each section shall be granted either type of personal leave in the Toll Collection Department except with the approval of the Department Head.

No more than two (2) employees at one time in the workforce assigned to one area shall be granted either type of personal leave in the Maintenance Department, except with the approval of the Department Head.

The number of employees who shall be granted leave at one time in each department of the Office, Clerical and Technical Unit will be determined and approved by the Department Head.

Sick as Personal Leave days not used within the calendar year will remain as sick days.

Sick as Personal Leave Days and Personal Leave Days shall not be taken in units of less than half-days, except in emergencies.

- (b) For purposes of this Article, the three (3) newly-established personal days will be consumed prior to those personal days converted from the employee's sick leave. In no case shall the three (3) newly established personal days be eligible for cash-in purposes or be carried over.



Office, Clerical and Technical: Payment at 100% of an employee's regular salary. An employee is eligible for the benefit after using all paid leave credit. Employees may not use single temporary disability days except for follow-up examinations for previously covered illnesses, injuries, or scheduled treatments.

(d) In all cases, the illness must be substantiated by the employee's notifying the Medical Section of the attending doctor's name, address and telephone number. The Medical Section may contact the physician for further details when necessary.

(e) If an employee is receiving Temporary Disability payments at the time the benefit year anniversary is reached and such employee has not returned to work, the payments are continued until the previous 26 weeks' benefits are exhausted or until return to work, whichever occurs first.

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

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

#### 4. Attendance in Court

(a) Absences as the result of attendance in court 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. Employees subpoenaed as witnesses due to outside employment may be paid for such time provided it is charged to either Personal Leave or Sick Leave.

(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, in accordance with New Jersey State law. Members of the National Guard or Armed Forces Reserves called to service during time of war or under declared emergencies shall be entitled to leave with pay.

(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.

## 9. State of Emergency

In the event the Governor declares a statewide "State of Emergency" (or a municipality or county official declares a local state of emergency) whereby citizens are ordered to stay off the roadways in New Jersey due to weather conditions or other unforeseen emergency, employees on duty and those who come to work on their shift or on overtime after the declaration is made, will receive a \$75.00 bonus. Employees who do not report to duty will be charged a sick, vacation, or absent no pay day.

## B. VACATION

Effective July 1, 2007, vacations with pay will be granted in accordance with the following:

### 1. Schedule

<u>Length of Service</u>	<u># of Days</u>
First calendar year of employment	maximum 6 days
1 year to 5 years	10
5 years to 10 years	15
10 years	20
Each year thereafter to an attainment of eight (8) weeks for employees hired before June 30, 1980, and six (6) weeks for employees hired on or after June 30, 1980.	1 additional day

Vacation time is earned according to the schedule above and is charged based on scheduled hours per day.

### 2. Policies affecting vacations

- (a) Employment must be continuous to receive the above vacation allowances.
- (b) After ninety (90) days of continuous service in the calendar year in which her employment commences, an employee shall receive vacation time equal to one-half (1/2) day per month multiplied by the number of full months from the date of hire to the end of the calendar year. For this purpose, any employee hired up to and including the 15th of any month shall be considered as having been employed on the first of such month. In subsequent calendar years, employees shall be eligible for vacation as set forth in the above schedule. For example, an employee who begins employment on March 17, 2007 will be credited with 4.5 vacation days on June 17, 2007. Then on January 1, 2008, the employee will be credited with ten (10) vacation days. Another example is that an employee who begins employment on December 3, 2007 will be credited with 10.5 vacation days on March 3, 2008. Then on January 1, 2009, the employee will be credited with ten (10) vacation days.

approval of the Department Head. Only four (4) employees at one time in each section shall be granted single vacation days on a Holiday, except with the approval of the Department Head. For employees hired on or after July 1, 2007, in their first two (2) calendar years of employment, vacation time may be taken, subject to staffing considerations, as full single days and once as a half day. Collectors shall choose vacation periods on the basis of job classification seniority under the following stipulations:

### SUMMER VACATIONS

All employees with one or more years of service shall be entitled to one week's vacation during the summer months. Summer months shall be from the first Monday closest to June 15<sup>th</sup> through the nearest Monday to September 15<sup>th</sup>.

A minimum of fifteen (15) summer vacation selections per week per section will be posted.

Additional summer vacation selections will be posted to meet the needs of each Collector's summer vacation entitlement within each section.

Collectors with ten (10) or more years of service shall be granted two (2) weeks during this period if requested. Employees completing twenty-five (25) or more years of service within the calendar year will be permitted to take a third summer week of vacation.

Collectors with one (1) but less than ten (10) years of service shall be granted one (1) week vacation during this period if requested.

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 twelve (12) 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 24 hours after he has been given his vacation choices to make a selection. However, if an additional 24 hour period is requested, it will be granted. If he does not select during this period, he will be bypassed. 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.

### 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.

### 4. Suspended Without Pay

Employees shall not accrue Sick and Vacation entitlement time while suspended without pay for thirty (30) days or more as a result of disciplinary action.

### 5. Unpaid Leave of Absence

All employees, except those on Worker's Compensation, shall not accrue Sick and Vacation entitlement time while on an unpaid leave of absence.

## 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 at Step #1 not more than five (5) days after the occurrence of the cause for such complaint. All time limits herein may be waived in unusual situations on request of either party.

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 any grievance or complaint with the supervisor involved. Every effort should be made by both parties to find agreement.

### STEP #2

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 within fifteen (15) days of the occurrence of the cause of such complaint; and an answer will be furnished in writing within five (5) days by supervision. The five (5) day period shall begin when the grievance is received at the Authority's Department of Human Resources. If the grievance is not answered within the five (5) day period, it shall be deemed upheld. If the grievance is not resolved at this Step, it will be forwarded to the Labor Relations Committee. An automatic extension of the five day response time period will be

the department head designee after five (5) business days from the completion of the investigation of the incident leading to the disciplinary action. The employee and the Union shall receive notice of the conduct of the investigation within five (5) days of the Department Head or Department Head designee becoming aware of the incident leading to the investigation; provided however, that no such notice need to be given for investigations into possible criminal conduct. The Department Head or Department Head Designee must complete the investigation with due diligence and within a reasonable period of time giving regard to the nature of the incident leading to the disciplinary action. Business days for purposes of this Article shall be those days in which the Administration Offices are open for normal business. Weekends, holidays, and other closings are not counted as part of the five (5) business days. All time limits in this Article may be waived in unusual situations on request of either party.

#### A. MINOR DISCIPLINE

Minor Discipline shall consist of those minor violations which may result in a recommendation to the Department Head for a short term suspension not exceeding five (5) 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 Minor Discipline.

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

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

The employee involved in a minor 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, and shall have 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 a member of the Human Resources Department will issue a report of his/her findings. (In case of the designee, the recommendation is made to the Director of Human Resources and the affected 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 major or flagrant violation of rules, regulations, or procedures, shall have the right to appeal in writing to the Executive Director, within five (5) days next succeeding the date the judgment is rendered by the hearing officer or officers. A decision of the appeal shall be rendered within ten (10) 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 (10) working days after receipt of the decision of the Executive Director. Arbitration appeals time shall be waived provided written notice for waiver is submitted within the specified time limit. Such waiver request shall indicate the date on which a decision will be made and the waiver shall end after that date. Copy of said request shall be given to the Authority. The cost of arbitration shall be borne by the loser.

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 herein above provided.

### C. GENERAL INFORMATION

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 major disciplinary action or minor disciplinary action shall be through the procedure outlined in this Disciplinary Action Article.

2. In no case involving either Minor or Major 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.

Records of disciplinary actions which involve warnings or suspension of less than ten (10) days and which do not involve criminal charges or actions shall be removed from employees' personnel files if there are no further disciplinary actions of any kind for three consecutive years. After removal, such records may be retained for historical informational purposes as needed for proper handling of investigations and complaints filed outside this Agreement, but they shall not be used for personnel or disciplinary decisions.

ARTICLE XVIII -- BENEFITS

A. HEALTH BENEFITS

1. The Authority shall provide the following Health Plans for all permanent full-time employees and their eligible dependents, at no cost to the employee except for applicable co-pays and deductibles as well as the Administrative Fee set forth in Paragraph 3.

Point of Service Health Plan  
HMO  
Dental Plan  
Vision Care Program  
Prescription Drug Card Plan  
Employee Assistance Program

2. The Authority shall provide the following health benefits for employees, spouses, and unmarried dependents until the end of the month in which the unmarried dependent turns 24 years of age, at no cost to the employee except as provided herein or as presently provided in the Authority's HMO.
3. For the Point of Service and HMO Plans, employees shall pay the following Health Benefits Administrative Fee:

1/01/08 \$600 per annum, paid 4 times per month  
7/01/09 \$700 per annum, paid 4 times per month  
7/01/10 \$800 per annum, paid 4 times per month  
6/30/11 \$900 per annum, paid 4 times per month

4. All newly-hired employees covered by the Agreement shall be enrolled in an Authority's Point of Service or HMO Plan.
5. Employees shall, on an annual enrollment date, elect either Point of Service or Authority's HMO Plan. Such date shall be determined by the Authority. If the HMO enrollment drops below an insurable standard, the HMO will be eliminated and all employees will be enrolled in the Point of Service Health Benefits Plan.
6. The Point of Service Plan benefits program shall allow for out-of-network coverage without limitations or restrictions on the following basis:

- (a) There shall be a Deductible payable by the employee with an annual Out-of-Pocket cost limitation (excluding deductibles) as follows:

<u>Deductible</u>	<u>Out-of-Pocket Maximum</u>
\$300.00	\$600.00

Effective January 1, 2008, the Prescription Medication co-payment through mail order/on-line will be \$5.00 for generic drugs, \$15.00 for brand name where there is no generic equivalent or the doctor certifies that the employee is medically unable to take a generic version of the medication, and \$40.00 for brand name drugs where there is a generic equivalent.

Birth Control Pills will be added as a covered prescription under the Prescription Drug Card Plan.

10. The current Dental Plan will be unchanged and the Authority assures Local 194 of satisfactory performance by the administrator.
11. A \$250 hearing aid benefit to employees, which benefit will be available every two years.
12. Effective January 1, 2008, for the POS and HMO, Primary care physician's office visit co-payments shall be \$10 and Specialist office visit co-payments shall be \$15 for all employees and eligible dependents. Emergency room visit co-payments shall be \$25 (waived if admitted).
13. Except for the above changes, there shall be no diminution of benefits from those provided under Agreements between the parties that expired on June 28, 1999, July 1, 2003, and June 30, 2007.
14. New employees will have the above coverages on the first of the month following two months after the effective date of hire. Descriptive brochures for all health plans will be made available by the Human Resources Department.
15. Employees are entitled to a complete physical examination according to a schedule after attaining eligibility based on length of service. Employees will be notified by the Authority when they are eligible on individual basis. These examinations are optional and voluntary and provided to the employee at no cost.

## B. GROUP LIFE INSURANCE

Commencing on the first of the month following two months after the effective date of hire, permanent full-time employees will become eligible for group life insurance in the amount of twenty-thousand dollars (\$20,000). Such insurance will be made available at no cost to the employee. A descriptive brochure describing the Group Life Insurance Plan in great detail is available upon request to the Human Resources 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.



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

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, and the Office, Clerical and Technical Unit.

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.

The holiday period for employees working the ten (10) hour shift from 8:00 p.m. to 6:00 a.m. shall be defined as 8:00 p.m. the day before the observed holiday through 8:00 p.m. of the observed holiday. For example, the holiday period for New Year's Day will be 8:00 p.m. on 12/31 through 8:00 p.m. on 1/1. Another example is the holiday period for Independence Day will be from 8:00 p.m. on 7/3 through 8:00 p.m. on 7/4. Employees who work on an observed holiday shall be paid in accordance with this section.

- If a holiday falls on a Monday and is observed on a Monday, employees shall be paid ten (10) hours of holiday pay and they shall report for duty for Tuesday (commencing at 8:00 p.m. Monday through 6:00 a.m. Tuesday).
- If a holiday falls on a Tuesday and is observed on a Tuesday, it shall be celebrated on the Tuesday (commencing at 8:00 p.m. Monday through 6:00 a.m. Tuesday).
- If a holiday falls on a Wednesday and is observed on a Wednesday, it shall be celebrated on the Wednesday (commencing at 8:00 p.m. Tuesday through 6:00 a.m. Wednesday).
- If a holiday falls on a Thursday and is observed on a Thursday, it shall be celebrated on the Thursday (commencing at 8:00 p.m. Wednesday through 6:00 a.m. Thursday).
- If a holiday falls on a Friday and is observed on a Friday, it shall be celebrated on the Friday (commencing at 8:00 p.m. Thursday through 6:00 a.m. Friday).
- If a holiday falls on a Saturday and is observed on the Friday, employees shall be paid ten (10) hours of holiday pay.
- If a holiday falls on a Sunday and is observed on Monday, employees shall be paid ten (10) hours of holiday pay and they shall report for duty for Tuesday (commencing at 8:00 p.m. Monday through 6:00 a.m. Tuesday).

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 Worker's Compensation during a period in which a holiday falls will be paid in accordance with the provisions of Paragraph XVII (J), Worker's Compensation.

12. Any employee having an unauthorized absence either the last scheduled workday before any holiday, or on the first scheduled workday after any holiday, shall forfeit any holiday pay due for that holiday.

13. Employees having an unauthorized absence on a holiday on which he is scheduled to work shall receive no compensation of any kind.

denial of the Uniform Allowance.

d. Two identification badges per Toll Collector containing the Toll Collector's first name or nickname, dependent on Toll Collection Department's approval, and the Collector's Toll employee number will be issued. The lanes will be identified by Interchange and number.

e. Effective July 1, 2003, the Authority will phase in over the next twelve (12) months a lightweight, short-sleeved golf-shirt with a breast pocket and short pants in its toll collector uniforms. Every summer, the Authority will permit toll collectors to purchase two (2) pairs of shorts in accordance with specifications designated by the Authority. Each employee shall be given an allowance based upon the amount of the receipt, for two (2) pairs of uniform short pants. The reimbursement for the uniform short pant shall not exceed \$17.99 per short. The Authority will only accept receipts from authorized vendors.

3. Foul weather gear will be issued.
4. Strict use of issued uniforming will be enforced.
5. The Authority will provide smocks for those personnel whose assignment warrants it.

#### G. WORKERS' COMPENSATION

Employees of the Operating Unit shall receive from the Authority the difference between the total amount of temporary benefits paid under the Worker's Compensation and 100% of the employee's regular wages for the first (1st) week of absence from work due to injury and 80% benefits effective the second (2nd) and subsequent weeks.

Employees of the Office, Clerical and Technical Unit shall receive from the Authority the difference between the total amount of temporary benefits paid under Worker's Compensation and 100% of the employee's regular wages for the period absent from work due to the injury.

In no event shall an employee receive an amount exceeding his or her regular earnings.

#### H. LONGEVITY PAYMENT

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

- a) A sum of 4% 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;
- b) A sum of 6% for all employees who have at least fifteen (15) but less than thirty (30) years of service, including those who reach 15 years of service, effective their anniversary date; and
- c) A sum of 7% for all employees who have at least thirty (30) years of service, including those who reach 30 years of service, effective their anniversary date.
- d) These longevity payments shall not be cumulative.

- (a) A guaranteed retirement income for life based on the total years of service credit established within PERS 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 a Supplemental Annuity System through additional payroll deductions.

2. In connection with (b) above, PERS has as one of its main features life insurance protection totaling 3 times the employee's base salary at a nominal cost to the employee. A benefit of 1-1/2 times annual salary is available at no cost. A descriptive brochure describing the PERS in greater detail is available.

## M RETIREMENT

### 1. Vacation Pay

An employee's current vacation bank in the calendar year of retirement or death will be paid on a prorated basis to reflect months of service worked in the year of retirement or death at the rate of 1/12 for each full month.

### 2. Sick Leave Payments

An employee's current sick bank in the calendar year of retirement or death will be paid on a prorated basis to reflect months of service worked in the year of retirement or death at the rate of 1/12 per each full month.

Employees hired on or after December 1, 1999 will be subject to a cap on the payment of an unused sick bank in the amount of \$15,000.

(ii) Conditions of Lifetime Benefits:

- Dental and routine vision care benefits are terminated at retirement.
- Upon the death of the retiree, applicable Survivor Benefits (detailed in paragraph “c” below) shall prevail.

(iii) Eligibility to receive Lifetime Benefits: Employees must be either: (1) age 50 or above and have at least 25 years of Authority service; or (2) age 62 or above and have at least 15 years of Authority service.

(iv) Cost of Lifetime Benefits: Full cost of the lifetime benefits set forth above, excluding applicable co-pays and deductibles, shall be borne by the Authority.

(v) Medicare: Upon becoming Medicare eligible (reaching age 65, or earlier due to disability), retirees and/or eligible dependents, shall enroll in Part A and Part B of Medicare. The Authority will reimburse the cost of Part B Medicare premium.

(c) Survivor Benefits

Basic Continuation of Coverage for Surviving Dependents:

Eligible dependents of future deceased employees and retirees shall continue to receive all health benefits in place at the time of death, except Medicare Reimbursement, for a period of six (6) months. One final Medicare Reimbursement check, covering the months up to and including the date of death, shall be made payable to “The Estate of” the deceased retiree and disbursed at the next regular reimbursement period following the date of death.

Extended Coverage for Surviving Dependents (effective 1/1/2005):

Extended coverage of all health benefits in place at the time of death, except Medicare Reimbursement as described above, shall be provided to eligible surviving dependents of future deceased employees and retirees for an extended period of time based upon years of service as follows:

- |             |  |
|-------------|--|
| One year:   | for employees or retirees with 10 or less years of service or until remarriage of surviving spouse.                                    |
| Two years:  | for employees with less than 15 but more than 10 years of service, or until remarriage of surviving spouse.                            |
| Five years: | for employees or retirees with 15 or more years of service, but less than 20 years of service or until remarriage of surviving spouse. |
| Ten years:  | for employees or retirees with 20 or more years of service, or until remarriage of surviving spouse.                                   |

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 Disciplinary Action procedure of this Agreement.

Effective July 1, 2006, a sixth (6<sup>th</sup>) step was added to the Wage Schedule and the step reflected an increase of \$1.00 per hour over the then current top of the range for each bargaining unit title with a twenty-four (24) month eligibility requirement. Effective July 1, 2007, the six (6) year step wage increase becomes a true five (5) year step wage increase. In other words, the time between the final two (2) steps will be reduced from twenty-four (24) months to twelve (12) months so that if an employee reached the four (4) year step on May 1, 2007, he will move the five (5) year step May 1, 2008. All employees who qualify for the (5) year step as of July 1, 2007, will receive it effective July 1, 2007

New rates of pay, as set forth above, shall be effective July 1, 2007. Rates of pay and their effective dates shall be set forth in the attached Wage Schedule appended to the new contract document.

In addition, the employees earning less than \$34,000 shall receive as a bonus not added to base salary the difference between the increase calculated at \$34,000 and the actual increase received.

Effective July 1, 2008, employees earning \$40,000 per annum or less will be eligible to receive a bonus which will not be added to base salary. The bonus shall be paid at the time of contractual raises. The bonus shall be the difference between the increase calculated at \$40,000 and the actual increase received. In other words, if on 7/1/08 an employee is earning \$30,000/year, that employee will receive a 3% contractual raise which calculates to a \$900 increase. Applying the 3% increase to \$40,000 yields a \$1,200 increase. The employee then receives \$300 as a not-to-base bonus, the difference between \$1,200 and \$900.

Effective July 1, 2007 The Authority will pay a skill adjustment to all Trades and Technicians payable in a lump sum, not to base salary, according to the following schedule:

7/1/07	\$750
7/1/08	\$750
7/1/09	\$750
7/1/10	\$750

## ARTICLE XXIV – VEHICLE POLICY

The Authority, upon fifteen (15) days notice, may revoke a permanent vehicle assignment, except those craftspersons and technicians who use equipment and tools as part of their job responsibilities. Employees who lose their vehicle assignments and are required to use their own vehicles for business-related travel will be reimbursed for mileage at the IRS rate. Employees shall not be reimbursed for commutation to and from work.

## APPENDIX A – Salary Rates

### I. Salary Rates and Ranges:

The salary rates and ranges of all employees shall be in accordance with the attached schedule.

### II. Cost-of-Living Allowance:

A Cost-of-Living Adjustment will be applied effective 7/1/08 based on the increase in the Metropolitan New York-North Jersey Consumer Price Index between July 1, 2007 and June 30, 2008 payable on the following basis: For every 1% or major part of 1% over 10%, the Authority will increase rates by 1/2% retroactive to 7/1/07 by lump sum and thereafter to the rates of pay. The Cost-of-Living Adjustment will be continued on the same basis in 2009, 2010 and 2011 based on the July 1st through June 30th increases in the Consumer Price Index.



**MAINTENANCE OPERATING TITLES**

SAL PLAN	TITLE	GRADE	STEP	7/1/2007		7/1/2008		7/1/2009		7/1/2010	
				HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
194	Janitor	01J	Start	11.22	23,330.82	11.55	24,030.75	11.96	24,871.82	12.38	25,742.34
OPR			6 Mo	11.94	24,843.82	12.30	25,589.13	12.73	26,484.75	13.18	27,411.72
			1 Yr	12.66	26,334.88	13.04	27,124.93	13.50	28,074.30	13.97	29,056.90
			2 Yr	13.57	28,220.65	13.97	29,067.27	14.46	30,084.62	14.97	31,137.58
			3 Yr	14.47	30,106.41	14.91	31,009.60	15.43	32,084.94	15.97	33,218.26
			4 Yr	15.08	31,356.27	15.53	32,296.96	16.07	33,427.36	16.63	34,597.31
			5 Yr	16.23	33,748.37	16.71	34,760.82	17.30	35,977.45	17.90	37,236.66
194	Inven Contrl Del Person	01M	Start	18.67	38,833.54	19.23	39,998.54	19.90	41,398.49	20.60	42,847.44
OPR	Maintenance Person		6 Mo	19.60	40,762.40	20.19	41,985.27	20.89	43,454.75	21.62	44,975.67
	Messenger		1 Yr	20.47	42,583.14	21.09	43,860.63	21.82	45,395.75	22.59	46,984.60
			2 Yr	22.32	46,420.44	22.99	47,813.05	23.79	49,486.51	24.62	51,218.54
			3 Yr	24.13	50,191.97	24.85	51,697.72	25.72	53,507.14	26.62	55,379.89
			4 Yr	25.97	54,007.34	26.74	55,627.56	27.68	57,574.53	28.65	59,589.64
			5 Yr	27.12	56,407.30	27.93	58,099.52	28.91	60,133.00	29.92	62,237.66

**MAINTENANCE OPERATING TITLES**

SAL PLAN	TITLE	GRADE	STEP	7/1/2007		7/1/2008		7/1/2009		7/1/2010	
				HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
194	Automotive Technician	05M	Start	23.09	48,021.15	23.78	49,461.78	24.61	51,192.94	25.47	52,984.70
OPR	Toll Technician Tpk		6 Mo	23.96	49,841.13	24.68	51,336.36	25.54	53,133.13	26.44	54,992.79
	Power & Light Electrician		1 Yr	24.94	51,880.38	25.69	53,436.79	26.59	55,307.08	27.52	57,242.83
			2 Yr	26.86	55,871.18	27.67	57,547.31	28.64	59,561.47	29.64	61,646.12
			3 Yr	28.78	59,861.98	29.64	61,657.84	30.68	63,815.86	31.75	66,049.42
			4 Yr	30.69	63,830.85	31.61	65,745.77	32.71	68,046.88	33.86	70,428.52
			5 Yr	31.91	66,374.43	32.87	68,365.67	34.02	70,758.46	35.21	73,235.01
194	Systems Technician	06M	Start	21.73	45,200.16	22.38	46,556.16	23.17	48,185.63	23.98	49,872.13
OPR			6 Mo	23.05	47,940.71	23.74	49,378.93	24.57	51,107.19	25.43	52,895.95
			1 Yr	24.37	50,681.35	25.10	52,201.79	25.98	54,028.85	26.88	55,919.86
			2 Yr	27.00	56,162.51	27.81	57,847.39	28.78	59,872.04	29.79	61,967.57
			3 Yr	29.64	61,643.71	30.53	63,493.02	31.59	65,715.28	32.70	68,015.31
			4 Yr	32.27	67,124.87	33.24	69,138.62	34.40	71,558.47	35.61	74,063.01
			5 Yr	33.56	69,809.87	34.57	71,904.17	35.78	74,420.81	37.03	77,025.54

OFFICE AND CLERICAL TITLES

SAL PLAN	TITLE	GRADE	STEP	7/1/2007		7/1/2008		7/1/2009		7/1/2010	
				HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
194	Aide, Public Relations	A07	Start	17.37	31,616.51	17.89	32,565.01	18.52	33,704.78	19.17	34,884.45
OCT	ETC Admin Aide		6 Mo	18.48	33,630.16	19.03	34,639.06	19.70	35,851.43	20.39	37,106.23
	F & B Admin Aide		1 Yr	19.58	35,643.81	20.17	36,713.12	20.88	37,998.08	21.61	39,328.02
	Maint Office Asst		2 Yr	21.80	39,671.18	22.45	40,861.32	23.24	42,291.46	24.05	43,771.66
	Motor Pool Aide		3 Yr	24.01	43,698.46	24.73	45,009.41	25.60	46,584.74	26.49	48,215.21
	Office Services Aide		4 Yr	26.22	47,725.82	27.01	49,157.59	27.96	50,878.11	28.93	52,658.84
	Office Svcs Support Spec		5 Yr	27.38	49,826.10	28.20	51,320.88	29.19	53,117.11	30.21	54,976.21
	Police Records Clerk										
	Receptionist Tpk										
	Secretarial Aide										
	Senior File Clerk										
	Senior Stockperson										
	Telephone, Maint Operator										
	Ticket Preparation Clerk										
	TAS Administrative Aide										

OFFICE AND CLERICAL TITLES

SAL PLAN	TITLE	GRADE	STEP	7/1/2007		7/1/2008		7/1/2009		7/1/2010	
				HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
194	Admin Steno-Secy/Eng	A09	Start	18.68	33,998.77	19.24	35,018.73	19.91	36,244.39	20.61	37,512.94
OCT	Admin Steno-Secy-TEM		6 Mo	19.84	36,110.03	20.44	37,193.33	21.15	38,495.10	21.89	39,842.43
	Admin Steno-Secy/Tolls		1 Yr	21.00	38,221.24	21.63	39,367.88	22.39	40,745.75	23.17	42,171.85
	Chief File Clerk		2 Yr	23.32	42,443.76	24.02	43,717.07	24.86	45,247.17	25.73	46,830.82
	Data Analyst-Traffic		3 Yr	25.64	46,666.27	26.41	48,066.26	27.33	49,748.58	28.29	51,489.78
	Junior Computer Operator		4 Yr	27.96	50,888.79	28.80	52,415.45	29.81	54,249.99	30.85	56,148.74
	Tpk		5 Yr	29.11	52,989.06	29.99	54,578.73	31.04	56,488.99	32.12	58,466.10
	Junior Computer Opr - TPK										
	Secretary Stenographer - Engr										
	Security Officer										
	Senior Accounts Clerk										
	Senior Claims Special										
	Senior Data Analyst										
	Sr T.C. Credit & Coll Clerk										
	Sr Telep/Recep Operator										
	St. Police Rec Statistician										
194	Assistant Purchasing	A10	Start	19.45	35,404.24	20.04	36,466.37	20.74	37,742.69	21.46	39,063.68
OCT	Asst, Publications		6 Mo	20.65	37,588.77	21.27	38,716.43	22.02	40,071.51	22.79	41,474.01
	Asst, Specifications		1 Yr	21.85	39,773.29	22.51	40,966.49	23.30	42,400.32	24.11	43,884.33
	Computer Payroll Clerk		2 Yr	24.25	44,142.27	24.98	45,466.54	25.86	47,057.87	26.76	48,704.89
	Contract Coord.		3 Yr	26.65	48,511.30	27.45	49,966.64	28.42	51,715.47	29.41	53,525.51
	Coord, Asst Traffic		4 Yr	29.06	52,880.30	29.93	54,466.71	30.97	56,373.04	32.06	58,346.10
	Draftsman, Right-Of-Way		5 Yr	30.21	54,980.58	31.12	56,630.00	32.20	58,612.05	33.33	60,663.47
	ETC Customer Rel Asst										

TECHNICAL TITLES

SAL PLAN	TITLE	GRADE	STEP	7/1/2007		7/1/2008		7/1/2009		7/1/2010	
				HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
194T	Printing Coordinator	09A	Start	18.71	34,050.70	19.27	35,072.22	19.94	36,299.75	20.64	37,570.24
TECH	Telecomm Services Coord		6 Mo	19.94	36,297.05	20.54	37,385.96	21.26	38,694.47	22.00	40,048.78
	Telecomm/Electronic Aide		1 Yr	21.18	38,543.38	21.81	39,699.68	22.58	41,089.17	23.37	42,527.29
			2 Yr	23.65	43,036.03	24.36	44,327.11	25.21	45,878.56	26.09	47,484.31
			3 Yr	26.11	47,528.70	26.90	48,954.56	27.84	50,667.97	28.81	52,441.35
			4 Yr	28.58	52,021.34	29.44	53,581.98	30.47	55,457.35	31.54	57,398.36
			5 Yr	29.74	54,121.62	30.63	55,745.27	31.70	57,696.35	32.81	59,715.73
194T	Comm Dispatcher	09B	Start	18.58	38,655.84	19.14	39,815.52	19.81	41,209.06	20.51	42,651.38
TECH	Data Entry Maint Technician		6 Mo	19.82	41,223.06	20.41	42,459.75	21.13	43,945.84	21.87	45,483.95
	Data Entry Technician		1 Yr	21.05	43,790.37	21.68	45,104.08	22.44	46,682.72	23.23	48,316.62
	Multi-Media Comm Asst		2 Yr	23.52	48,924.75	24.23	50,392.49	25.08	52,156.23	25.95	53,981.70
			3 Yr	25.99	54,059.24	26.77	55,681.02	27.71	57,629.85	28.68	59,646.90
			4 Yr	28.46	59,193.77	29.31	60,969.58	30.34	63,103.52	31.40	65,312.14
			5 Yr	29.61	61,594.08	30.50	63,441.90	31.57	65,662.37	32.67	67,960.55

TECHNICAL TITLES

SAL PLAN	TITLE	GRADE	STEP	7/1/2007		7/1/2008		7/1/2009		7/1/2010	
				HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
194T	Operations Aide	12A	Start	24.84	45,200.16	25.58	46,556.16	26.48	48,185.63	27.40	49,872.13
TECH	Programmer-Tpk		6 Mo	26.34	47,940.71	27.13	49,378.93	28.08	51,107.19	29.06	52,895.95
			1 Yr	27.85	50,681.35	28.68	52,201.79	29.69	54,028.85	30.73	55,919.86
			2 Yr	30.86	56,162.51	31.78	57,847.39	32.90	59,872.04	34.05	61,967.57
			3 Yr	33.87	61,643.71	34.89	63,493.02	36.11	65,715.28	37.37	68,015.31
			4 Yr	36.88	67,124.87	37.99	69,138.62	39.32	71,558.47	40.69	74,063.01
			5 Yr	38.36	69,809.87	39.51	71,904.17	40.89	74,420.81	42.32	77,025.54
194T	Systems Analyst	13A	Start	26.79	48,757.19	27.59	50,219.91	28.56	51,977.60	29.56	53,796.82
TECH			6 Mo	28.51	51,884.64	29.36	53,441.18	30.39	55,311.62	31.45	57,247.53
			1 Yr	30.23	55,012.12	31.13	56,662.48	32.22	58,645.67	33.35	60,698.27
			2 Yr	33.66	61,266.99	34.67	63,105.00	35.89	65,313.67	37.14	67,599.65
			3 Yr	37.10	67,521.87	38.21	69,547.53	39.55	71,981.69	40.93	74,501.05
			4 Yr	40.54	73,776.80	41.75	75,990.10	43.21	78,649.76	44.73	81,402.50
			5 Yr	42.16	76,727.87	43.42	79,029.71	44.94	81,795.75	46.52	84,658.60
194T	Prop & Materials Asst	13B	Start	23.44	48,757.19	24.14	50,219.91	24.99	51,977.60	25.86	53,796.82
TECH			6 Mo	24.94	51,884.64	25.69	53,441.18	26.59	55,311.62	27.52	57,247.53
			1 Yr	26.45	55,012.12	27.24	56,662.48	28.20	58,645.67	29.18	60,698.27
			2 Yr	29.46	61,266.99	30.34	63,105.00	31.40	65,313.67	32.50	67,599.65
			3 Yr	32.46	67,521.87	33.44	69,547.53	34.61	71,981.69	35.82	74,501.05
			4 Yr	35.47	73,776.80	36.53	75,990.10	37.81	78,649.76	39.14	81,402.50
			5 Yr	36.89	76,727.87	38.00	79,029.71	39.32	81,795.75	40.70	84,658.60

**MEMORANDUM OF AGREEMENT**


This Memorandum is between the New Jersey Turnpike Authority and Local 194, I.F.P.T.E., AFL/CIO and is intended to clarify the job rights of certain individual employees affected by the transfer of the Communications Division from the Maintenance Department to the Administrative Services & Technology Department, effective May 2, 1994.

As a result of a decision by the Executive Director, the aforementioned transfer moved the Communications Division from the Maintenance Department which is covered by the Operating (Tolls-Maintenance) Unit to the Administrative Services & Technology Department, which is covered by the Office, Clerical & Technical Unit. This transfer will not affect the rights or contract coverage and/or work rules provided for in said contract covered by the Operating (Tolls-Maintenance) Unit.


Employees affected are Communications Technicians, Cable Craftpersons, a Parts & Inventory Counterperson and a Maintenance Records Clerk. All present employees in those positions and all future additions and/or replacements in those positions assigned to the Administrative Services & Technology Department for administrative purposes with no other change in their employment status and/or job rights which shall remain in the Maintenance Department.

This Memorandum is effective as of the administrative change and is entered into on this 2nd day of May, 1994.

FOR THE UNION

  
Michael Proulx  
President, Local 194

FOR THE AUTHORITY

  
Herbert I. Glatsch  
Acting Executive Director

# MEMORANDUM OF UNDERSTANDING

PERC  
12/21/04 P 3:30

December 2004

This Memorandum is by and between the New Jersey Turnpike Authority and Local 194, I.P.T.E., AELCO with the purpose of providing for the assignment of certain personnel and job titles presently under the administration of the Maintenance Department to the administration of the Property and Materials Unit of the Administrative Services and Technology Department.

Reference is made to a Memorandum concerning similar changes made by agreement between the parties dated May 2, 1994 which continues in effect and is supplemented by this Memorandum. The 1994 agreement affected Communication Technicians, Cable Craftspersons, and one Parts & Inventory Counterperson and one Maintenance Records Clerk.

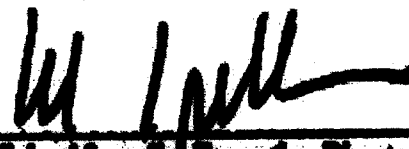
This Memorandum confirms that those employees and those covered hereinafter, are assigned to the Administrative Services and Technology Department for administrative purposes, only. No other change in their employment status or job rights, which are in the Maintenance Department, shall be effected by this Memorandum. Affected employees are all Parts & Inventory Counterpersons and three (3) Maintenance Record Clerks.

This Memorandum is entered into this 22<sup>nd</sup> day of December 2004.

FOR THE UNION:

  
Franklin Ebert, President

FOR THE AUTHORITY:

  
Michael Lapolla, Executive Director