AGREEMENT

between

NEW JERSEY HIGHWAY AUTHORITY

and

LOCAL 196, AMERICAN FEDERATION OF TECHNICAL ENGINEERS, AFL/CIO

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ADDENDUM "A"

TOLL COLLECTOR

JOB DESCRIPTION

Responsible for collecting and classifying tolls (currency, tickets and others) from patrons.
Responsible for accounting for personally collected or assigned funds.
Responsible for maintaining good public relations with patrons of the New Jersey Highway Authority.
Responsible for maintenance of assigned property owned by the New Jersey Highway Authority.
Responsible to perform the following functions:
walker, baby-tender, operation of pushmobile, moving cones, picking up coins, putting out bombs and flares, assist in pulling vaults, giving out leaflets, receipts, information, change signs, use of salt and shovel during snow, security checks as assigned and any general duties assigned by the Supervisor.
In addition, a Toll Collector will perform all other functions as described in the Toll Collector's Manual.

JOB SPECIFICATIONS

EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

Ability to handle currency and prepare change rapidly and accurately.
Ability to operate toll recording devices.
Ability to give clear, concise and correct information.
Ability to prepare Toll Division forms.
Pleasant and tactful personality and neat appearance.
Good physical condition due to rotating shifts and weather extremes.

MAINTENANCE MAN 3

DUTIES

Responsible for building custodial work and general grounds keeping work, including but not necessarily limited to lawn mowing and maintenance, including any general labor.

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

MAINTENANCE MAN 2

DUTIES

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

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

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

MAINTENANCE MAN 2 (continued)

DUTIES

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

MAINTENANCE MAN 1

DUTIES

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

Responsible for repairs, preventive maintenance and/or proper operation of the following equipment:

1. Five - Ten Ton Pavement Roller
2. 50,000 G.V.W. Trucks and Above
3. Tractor-Lowboy Trailer
4. Seaman Pulvimixer
5. Truck Mount (Mobile) Street Sweeper
6. Front End Loader, 1 C.Y. and Above
7. Backhoe

In addition, man must be available to operate and/or maintain the equipment operated by Maintenance Man 2, including any general labor.
Man must possess a valid driver's license to operate such equipment requiring such license.
Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

MAINTENANCE MAN GENERAL

DUTIES

Responsible for the proper maintenance, improvement and repair of the facilities of the New Jersey Highway Authority.
Responsible for the repairs, preventive maintenance and/or proper operation of the following equipment:

1. Dragline
2. Bulldozers
3. Gradall Unit
4. Traffic Line Spraying Device (Truck Mounted)
5. Grader

In addition, man must be available to operate and/or maintain the equipment listed for Maintenance Man 1 and the equipment operated by Maintenance Man 2, including any general labor.
Man must possess a valid driver's license to operate such equipment requiring such license.
Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

FOREMAN - MAINTENANCE

DUTIES

Responsible for the scheduling of work and supervision of subordinates.
Responsible for all assigned work in designated area.
Responsible for good housekeeping and safety regulations on roadway.
Responsible for on-the-job instruction of subordinates.
Responsible for checking maintenance problems in order that they may be properly handled.

FOREMAN - MAINTENANCE (continued)

DUTIES

Responsible for preventive maintenance measures on equipment in order to avoid breakdown.
Performs other related duties as may be delegated.
Responsible to the District Supervisor or Assistant District Supervisor where so staffed.
Man must possess a valid driver's license to operate such equipment requiring such license.
Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

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A D D E N D U M "B"

1. The following hourly rates will be in effect on the dates indicated for employees with three (3) or more years of service:

Classification	July 2, 1969	Dec. 31, 1969	January 6, 1971
Toll Collector	$3.60	$3.95	$4.35
Maintenance Man III	2.95	3.25	3.60
Maintenance Man II	3.05	3.30	3.65
Maintenance Man I	3.45	3.80	4.20
Maintenance Man General	4.00	4.45	5.00
Foreman, Maintenance	4.25	4.70	5.25

2. The following hourly rates will be in effect on the dates indicated for employees with less thsn three (3) years of service:

Classification	July 2, 1969	Dec. 31, 1969	July 1, 1970	Jan. 6, 1971
Toll Collector	$3.34	$3.60	$3.95	$4.35
Maintenance Man III	2.70	2.95	3.25	3.60
Maintenance Man II	2.80	3.05	3.30	3.65
Maintenance Man I	3.14	3.45	3.80	4.20
Maintenance Man General	3.57	4.00	4.45	5.00
Foreman, Maintenance	3.83	4.25	4.70	5.25

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Printed By: Garden State Parkway Employees' Union
Local 196, A.F.T.E., AFL/CIO
Box 196, Jamesburg, N.J. 08831

A G R E E M E N T

This Agreement, made and entered into as of July 1, 1969 and effective until midnight June 30, 1971, is between the New Jersey Highway Authority, hereinafter referred to as the "Authority", and Local 196, American Federation of Technical Engineers, AFL/CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

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

ARTICLE II - INTENT AND PURPOSE

Section 1. It is the intent and purpose of the parties hereto in entering this Agreement to maintain and promote harmonious relations and close cooperation between the Authority and its employees and to set forth herein the basic agreement to be observed by the parties hereto covering terms and conditions of employment.

Section 2. The provisions of this Agreement shall be applied to employees covered hereby without discrimination based on sex, age, race, color, creed or union activity.

ARTICLE III - HOURS OF WORK AND OVERTIME

Section 1. The normal workweek for Maintenance employees shall be Monday to Friday inclusive and shall be forty hours per week, eight (8) hours per day with Summer (7:00 A.M. - 3:30 P.M., May 19 to October 3) and Winter (7:30 A.M. - 4:00 P.M., October 4 to May 19) schedules. No change in hours shall be made without prior agreement between the Authority and the Union. For purposes of computing overtime, the workweek shall begin at 12:01 A.M., Wednesday.

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

Section 3. No Toll employee will be docked for lateness on a turnover of shifts up to one (1) hour and the Collector he replaces shall not be paid for awaiting his replacement.

Section 4. Maintenance employees who are ten (10) minutes late or less shall not be docked. Lateness in excess of ten (10) minutes shall be docked in pay increments of fifteen (15) minutes for any part thereof.

Section 5. Consistent lateness shall be subject to Disciplinary Action.

Section 6. Overtime for work of a routine nature shall be rotated on a Seniority basis and Plaza and District Supervisors shall maintain an up-to-date Overtime List. An employee refusing Overtime in his turn shall be charged with the hours except a Toll employee already scheduled for the tour for which Overtime is needed. The Authority shall be solely responsible for determining overtime requirements.

Section 7. Hourly Maintenance employees and Tolls Division employees will be paid time and one-half for Overtime worked in excess of forty (40) hours in any given work week.

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

(b) Category "A" Maintenance Division and Tolls Division employees, excluding temporary and part-time employees, will be paid, in addition to their paid holiday, one and one-half times their regular hourly rate for the hours worked on any of the holidays listed in Paragraph A. 1. under the New Jersey Highway Authority Holidays Policy.

(c) In Tolls, in the event of an illness, a Collector must call in at least two (2) hours before his scheduled reporting time. The sick Collector can report to work if he recovers providing he advises and has the approval of the substituting Toll Collector who was notified to take his place.

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

Section 8. In the event of an emergency requiring Category "A" employees to work for extended periods of time, time and one-half will be paid as follows:

(a) If the extended period commences on a normal work day and is at least sixteen (16) hours in duration, time and one-half will be paid for all continuous hours worked in excess of eight (8) hours.

(b) If the extended period commences on a non-scheduled work day and is at least sixteen (16) hours in duration of which at least four (4) hours occurred on a non-scheduled work day, time and one-half will be paid for all hours worked.

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

(d) Maintenance employees who are called in will be guaranteed four (4) hours. As in emergency conditions, pay for late arrival to work will be calculated to the nearest fifteen (15) minutes.

ARTICLE IV - SENIORITY

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

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

(a) Voluntary quitting

(b) Justifiable discharge

(c) Absence beyond an approved period of leave for more than ten (10) work days.

(d) Unauthorized absence for more than five (5) work days

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

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

Section 4. (a) Any extension of Probationary Period must be initiated by the employee on probation for the Authority's consideration.

ARTICLE V - TERMINATION

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

ARTICLE VI - UNION REPRESENTATION

Section 1. The Authority agrees to pay Union Representatives for time spent during regular work hours in the processing of Grievances and/or the defense of an employee in Disciplinary Action either at their individual Districts (Maintenance) or Areas (Tolls) or at Woodbridge Headquarters.

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

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

Section 4. The Authority agrees to consider a release from work assignments without pay of Union Representatives for such other matters, upon request, as indicated in said request.

ARTICLE VII - PROMOTIONS

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

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

Area 1	Area 2	Area 3	Area 4
Hillsdale	Essex	Raritan	Barnegat
Bergen	Bloomfield	Asbury Park	New Gretna
Saddle Brook	East Orange	Toms River	Great Egg
	Union		Cape May

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

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

(a) Position openings will be posted by the Authority on a form, "Unfilled Vacancies" on bulletin Boards in the appropriate Plazas or Maintenance Districts for a period of seventy-two (72) work-hours, Tolls, or three (3) work days, Maintenance. During the posted period, an employee may bid for the vacancy by completing a form, "Job Bid", a supply of which will be available at all work locations. Job bids will immediately be forwarded to the Supervisor in charge to the Personnel Manager.

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

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

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

bid will be considered after the alloted bid period.

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

ARTICLE VIII - ON-THE-JOB TRAINING

Section 1. Selection for On-the-Job Training shall be by Seniority on a rotating and equalization basis. If an employee refuses an opportunity, he will be passed over to the next candidate on the list. If an employee has worked in a higher-ranking job, the higher rate of pay for that job will not be paid until the number of hours of training has been completed. There will be no retroactive credit for any previous hours worked. No probationary employee will be included in the Training program. The Authority will provide Application Forms and each employee shall indicate whether or not he desires to participate in the On-the-Job Training Program.

(a) After 120 hours of training as Assistant Plaza Supervisor, a Toll Collector will be paid at the Assistant Plaza Supervisor's rate for all subsequent hours of training as Assistant Plaza Supervisor. After 120 hours of Training as a Plaza Supervisor, a Toll Collector will be paid at the Assistant Plaza Supervisor's rate for the next 120 hours of training and at the Plaza Supervisor's rate for all hours in excess of 240 hours if the Toll Collector is working as a Plaza Supervisor.

(b) A Maintenance Man II will be paid at the rate of Maintenance Man I after he has completed 360 hours on equipment listed for Maintenance Man I. However, a Maintenance Man II must complete 160 hours of operating a front end loader or 240 hours on the backhoe before being paid at the Maintenance Man I rate while operating this equipment.

(c) Maintenance Man I will be paid at the rate of Maintenance Man General after he has completed 640 hours on equipment listed for Maintenance Man General.

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

Section 2. An up-to-date list of hours worked under the On-the-Job Training Program will be maintained by each Plaza Supervisor and District Supervisor and shall be available for inspection upon request. A time limit of our (4) years will be allowed to accumulate a necessary number of hours to be qualified and be paid in a higher classification.

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

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

ARTICLE IX - GRIEVANCE PROCEDURE

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

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

C. If an employee believes he has been treated unfairly by the New Jersey Highway Authority, he may seek redress as follows:

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

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

STEP 3. If the grievance is not satisfactorily settled by the decision of the Division Head, the employee may, within two (2) working days thereafter, take the matter, in writing, to the Department Head who shall, within five (5) working days after receipt of the grievance, render a decision in writing. A hearing may be held in the matter at the discretion of the Department Head.

STEP 4. If the grievance is not satisfactorily settled within the framework of the Grievance Procedure, at this stage, the employee may within three (3) days thereafter, take the matter, in writing, to the Personnel Manager. The Personnel Manager, shall, within three (3) working days after the receipt of the grievance, hold a group meeting between the Department Head, the employee, and his representative, if any, and himself.

Same step level!

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

STEP 5. The Personnel Manager will present a report, in writing, within five (5) working days after the meeting, completely covering the nature of the grievance and the results of the conference (set forth in STEP 4) to the Executive Director, who will render final decision in the matter.

No more than two (2) employee representatives from the Union will be allowed to be present at grievance procedures. If these procedures are conducted during the normal working hours, it will be considered as time worked.

ARTICLE X - DISCIPLINARY ACTION

Exception disciplinary action

A. Policy and Purpose

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

It is hoped that those responsible for the work of others will insure that all employees who report to him discharge their responsibilities conscientiously and adequately. Leadership, counseling, understanding and the firm insistence that employees recognize their responsibilities are a prime requisite. When these objectives fail, corrective action should be prompt.

When the breach of employment responsibility is substantially preventable by the employee, discipline should then be imposed.

In order to insure fairness and equity of disciplinary action when such action is necessary and so it may be administered as promptly as possible, the procedures set forth hereafter have been adopted by the Authority.

B. Disciplinary Actions - Category "A" Employees

1. Local Disciplinary Action

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

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

2. Major Disciplinary Action

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

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

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

C. Limitations on Disciplinary Action

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

Disciplinary action may be taken only once for a particular offense. However, an employee may, through repeated offenses, establish a course of conduct. In such cases, being disciplined for the course of conduct does not subject the employee to more than one disciplinary action for a single offense. Disciplinary action resulting from a charge of having established such a course of conduct may not include offenses committed more than two (2) years prior to commission of the latest offense. In all other cases, disciplinary action shall be commenced not later than ten (10) working days following commission of the offense or not later than ten (10) working days following awareness by the person making the charge that an offense has been committed.

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

D. Procedure

Whenever it is believed that disciplinary action may be called for, the immediate supervisor should make a thorough investigation of the situation and arrive at a determination. The immediate supervisor, whenever possible, must give the employee an opportunity to make a statement in his own behalf. The supervisor should also take into consideration the employee's length of service, performance record and dis-

ciplinary record. The supervisor then decides whether or not the matter should be one for disciplinary action. If he believes it is called for, he determines what, in his opinion, would be appropriate action as follows:

1. Local Disciplinary Action

In the event that the supervisor determines that the matter should be appropriately handled as a local disciplinary action, he shall serve upon the employee a written notice specifying the offense charged, a copy of which notice shall be sent to the Division Head. The notice shall advise the employee of his right to file a written answer to the charges within five (5) days of the date of service of the notice, and shall inform him of a date not more than ten (10) days thereafter, as well as a place, when and where the matter will be heard by the Hearing Office to be appointed by the Division Head for such purpose. The employee shall also be informed that he may be represented and accompanied by any representative of his own choosing and may present any pertinent information or evidence, including witnesses, in his own behalf.

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

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

2. Major Disciplinary Action

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

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

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

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

E. Interim Suspension

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

F. Procedure on Appeals

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

1. Appointment

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

2. Number of Members

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

3. Who May Serve

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

4. Functions of Appeal Board

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

5. Conduct of Hearings

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

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

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

6. Findings and Recommendations

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

G. Witnesses

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

ARTICLE XI - BENEFITS

Section 1. The Authority agrees to maintain existing Benefits Programs, without diminution, except as they may be improved from time to time. These Programs are:

(a) Thirteen Paid Holidays
(b) Vacation Program
(c) Hospitalization and Major Medical
(d) Pension and Life Insurance
(e) Accident & Sick Benefit Plan
(f) Workmen's Compensation Supplemental Pay
(g) Excused Absence

(h) Leave of Absence

(i) Military Leave of Absence

(j) Overtime Meals

Section 21 The Authority agrees to purchase, at no cost to the employee, a Dental Insurance Plan for employees and their dependents to be effective on or before thirty (30) days following complete execution of this Agreement.

ARTICLE XII - WORKING CONDITIONS

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

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

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

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

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

ARTICLE XIII - UNION SECURITY

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

ARTICLE XIV - MUTUAL COOPERATION

Section 1. The Union and Authority agree that mutual cooperation is necessary for the Authority to carry out its public responsibility of maintaining a high level of service to the public.

Section 2. The parties agree to resolve problems arising from differences through the Grievance and Disciplinary Action procedures contained herein. The parties further agree to meet and discuss in good faith all matters giving rise to a dispute on the application of this Agreement.

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

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

Section 5. The Union agrees that this Agreement was reached in good faith pursuant to Chapter 303, P.L. 1968, and to abide by the terms and conditions of this Agreement through the life of the Agreement.

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

Section 7. In the event of any such acts enumerated above, the Union agrees that any and all such employees so engaged shall be immediately subject to disciplinary or dismissal action. The Union further agrees that it will immediately notify all employees in the negotiating unit that any such action is not sanctioned by the Union and that the Union joins with the Authority in insisting that all employees cease and desist immediately.

Section 8. The Union further agrees that any strike, work stoppage, slowdown, or other overt acts of disharmony which continue beyond a twenty-four (24) hour period shall render null and void the provisions of this Agreement and shall hold safe Authority from the carrying out of any and all provisions of this Agreement thereafter.

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

Section 10. The Union acknowledges that the employees represented by Union are public employees within the meaning of Article 1, Paragraph 19 of the New Jersey Constitution (1947) and, while entitled to the rights and privileges guaranteed public employees under the law, such employees are subject to the limitations upon their rights established by law.

ARTICLE XV - JOB CLASSIFICATIONS

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

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

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

ARTICLE XVI - RATES OF PAY AND LONGEVITY PAY

Section 1. New rates of pay will become effective July 2, 1969 with periodic increases through January 6, 1971. Rates of pay and their effective dates shall appear attached hereto as Addendum "B".

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

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

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

(b) Employees reaching 10 or 15 years service during the period July 1st through December 31st of any given year shall receive the longevity pay commencing with the first pay period after January 1st of the following year. It is further understood and agreed that effective January 6, 1971, the longevity pay for employees having completed 10 years Permanent Authority employment shall be 3% and for those having completed 15 years of such service 5% per annum.

ARTICLE XVII - AUTHORITY JURISDICTION

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

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

ARTICLE XVIII - LEGAL APPLICATION

Section 1. Either party to this Agreement may seek legal relief or enforcement of the provisions herein.

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

ARTICLE XIX - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 1969. It shall be binding upon the Authority and the Union until June 30, 1971 and thereafter from year to year unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement a desire to make a change in the Agreement.

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

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

NEW JERSEY HIGHWAY AUTHORITY

By: Melvin J. Kohn
Melvin J. Kohn
Acting Executive Director

ATTEST:

Thomas J. West
Thomas J. West
Assistant Secretary

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

s/s Joseph T. Caprioni, President

s/s Anthony Longo, Vice President

s/s Harold Livingston, Secretary

s/s Alfred Elliott, Sec. Treas.

s/s Joseph Castellano, Sgt.-at-Arms

WITNESS:

s/s Francis A. Forst