

Contract no. 1553

AGREEMENT
BETWEEN
NEW JERSEY TURNPIKE AUTHORITY
AND
NEW JERSEY TURNPIKE SUPERVISORS ASSOCIATION

July 3, 1989

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AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY
AND
NEW JERSEY TURNPIKE SUPERVISORS ASSOCIATION

This Agreement, made and entered into as of July 3, 1989 and effective through midnight, June 30, 1991, is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority" and the New Jersey Turnpike Supervisors Association, hereinafter referred to as the "Association".

ARTICLE I

Statement of Joint Purpose

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

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. Pursuant to the applicable New Jersey Law.

ARTICLE II

Recognition

The Authority recognizes the Association as exclusive representative of the Supervisors in Maintenance and Tolls Departments, as certified by the Public Employment Relations Commission in its written opinion dated August 17, 1989 in accordance with the Laws and Constitution of the State of New Jersey.

ARTICLE III

Payroll Dues Deductions

The Authority agrees to deduct from the compensation of any Employee member of the Association, 1/2 of 1% of the Employee's base salary, for the purpose of paying the Employees' dues and assessments to the Association, provided said Employee makes such request, in writing, to the Comptrollers's office of the Authority.

Monies so deducted by the Authority will be transmitted to the Association.

Any such written request for the deduction of such dues or assessments, as stated above, may be withdrawn by the Employee at any time upon the filing of a Notice of Withdrawal with the Comptroller's Office.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

ARTICLE IV

Unit Identification

The New Jersey Turnpike Supervisors Association consists of all full-time supervisors in the Maintenance and Toll Collection Departments under Certification of the Public Employment Relations Commission dated August 17, 1989, Docket No. RO-89-145.

ARTICLE V

Non-Discrimination

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

ARTICLE VI

Maintenance of Membership

A. It is the intent of this Agreement to preserve the security and integrity of the negotiating unit as herein defined and as contemplated by the Constitution and laws of the State of New Jersey. In view of the fact

that the Association, as the exclusive negotiating agent for all Employees, is obligated to represent fairly and without discrimination all Employees within the unit, whether or not they are members, it is recognized that there is a corollary obligation on the part of said employees to compensate the Association for its expenses of such representation.

B. When the Supreme Court declares maintenance of membership to be legal, the following provisions will be effective the first of the month next following the month of such decision:

1. The Association covenants and represents that it conducted an election for its members concluding on August 17, 1989, wherein the Association membership exercised their option to accept or reject maintaining their membership during the term of this Agreement. All present members of the Association, having exercised said option, shall remain members of the Association for the term of this Agreement. All Employees who are not now members may remain non-members. However, if said Employees who are otherwise eligible for membership, they may become members of the Association. All new Employees of the negotiating unit shall have thirty (30) days in which to become members of the Association or remain non-members. However, if said new Employees are otherwise eligible for membership, they may become members of the Association at any time. Those who elect to become members of the Association will remain so for the life of the Agreement.

2. For those who remain in the Association or become members of the Association, continued membership shall be a condition of employment for the life of the Agreement.

C. Effective January 1, 1990, each Employee covered by this Agreement shall, as a condition of employment, be required to pay a fee equal to eighty-five (85%) percent of the normal dues and assessments of the New Jersey Turnpike Supervisors Association unless such Employee is a member of the Association. Fees deducted from the Employee shall be transmitted to the Association.

ARTICLE VII

Classes of Employees

A. Permanent Employee

-A full-time Employee who has successfully completed the probationary test period as prescribed by the Authority and has been assigned a Supervisory position.

B. Probationary Employee

-An Employee who is promoted by the New Jersey Turnpike Authority to fill a permanent Supervisory position on a full-time basis, and who is in the process of completing the prescribed working test period.

C. Temporary Supervisory Employee-Any Maintenance Employee of the New

Jersey Turnpike Authority who serves in a Supervisory position for thirty (30) or more calendar days. This employee will receive Supervisory compensation commencing on the thirty-first (31) day.

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 five (5) eight (8) hour work days. The current seven (7) day work cycle shall continue.
2. The regular working hours for the standard shifts will run 8:00 a.m. to 4:30 p.m. on Mondays through Fridays, excluding holidays. Non-standard shifts, similarly, shall consist of an eight (8) hour work day. All shifts shall include two (2) fifteen (15) minute break periods, and shall be exclusive of one half (1/2) hour lunch period.
3. Shift location assignments shall be based on a job bid procedure, by seniority classification with the following exceptions:
 - a) If an assignment will benefit the Supervisor's career and/or the Turnpike's operational procedures at the time of the assignment.
 - b) A full written explanation for the assignment will be given to the Supervisor involved and the Association.
 - c) No assignments will be made arbitrarily without the consent of the Supervisor involved.

4. A tentative work schedule shall be posted quarterly (January, April, June and September), specifying all bargaining unit work assignments.
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. There shall be two consecutive days off in each normal week.

On the shifts where a Foreman grants an assistant the day off, his days off may not be consecutive, otherwise he will have two consecutive days off.

B. TOLL COLLECTION DEPARTMENT

1. The scheduled work week for the Toll Collection Department is forty (40) hours per week, consisting of five (5) eight (8) hour work days in any one work week. The current seven (7) day work cycle shall continue.

Break periods shall be made available consistent with past practice.

2. Each Supervisor's work week shall be set forth in a published schedule indicating his/her initial and concluding hour. The work week for all employees will commence with the number one (1) shift each Monday and continue through the number three (3) shift the next following Sunday night.
3. The Toll Collection operation shall employ the following shifts:
 - Shift 1 - 10:30 p.m. to 6:30 a.m.
 - Shift 2 - 6:30 a.m. to 2:30 p.m.
 - Shift 2B - 10:30 a.m. to 6:30 p.m.
 - Shift 3 - 2:30 p.m. to 10:30 p.m.
4. Whenever possible, Supervisors shall be given two (2) consecutive days off in each scheduled work week, consistent with past practice.
5. The regular work day shall include no more than one (1) eight (8) hour shift. Any changes shall be subject to approval by both the New Jersey Turnpike Authority and the New Jersey Turnpike Supervisors Association.
6. The work day will consist of a twenty-four (24) hour period beginning at the time of the start of the Supervisor's regularly scheduled shift. In no event will the Supervisor be

scheduled to work any shift at straight time pay without at least twelve (12) hours off between the end of one shift and the beginning of the next.

7. (a) Rebidding of all schedules will occur as needed. Selection for a position shall be by Job Classification Seniority.
- (b) Nothing herein shall prohibit the parties from establishing and posting modified schedules of work dictated by changing traffic patterns.

Tour swaps shall be permitted subject to the approval of the Section Manager.

8. A seven (7) week work schedule shall be posted two (2) weeks in advance of the effective date. No modifications to posted Vacation Relief schedules shall occur unless mutually agreed upon by the Supervisor involved and the Section Manager.
9. Vacation Relief Supervisors are guaranteed a minimum of one (1) weekend off in each seven (7) week period, not including his/her vacation.
10. Shift and location assignment schedules are based on a job classification seniority based bidding procedure other than as a result of said bidding procedure, no person shall have his/her assignment changed except to meet an unforeseeable emergent circumstance effecting the welfare of patrons.

ARTICLE IX

Pay Policies

A. GENERAL

1. Job Classifications and Salary Ranges

- (a) The job classifications for Employees are shown in Appendix along with the salary ranges.
- (b) Newly promoted Supervisors will serve an active probationary period of six (6) months commencing with the date of promotion. There will be an option to provide for up to a six (6) month extension in the event unusual circumstances are involved. The total probationary period shall not exceed one (1) year. The six (6) month rate of pay shall not become effective until the completion of the probationary period. Probationary Employees will receive periodic reviews and counseling throughout the probationary period.

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

2. Shift Differential

- (a) A shift differential shall be paid to all Supervisors assigned to any non-rotating shift other than Monday through Friday, 8:00 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m., according to the schedule below:

July 3, 1989: \$.50
July 2, 1990: \$.55

- (b) All Supervisors on a rotating shift shall receive a shift differential according to the schedule below:

July 3, 1989: \$.70
July 2, 1990: \$.75

1. Rotating shift is understood to mean any Supervisor scheduled to work rotating days and shifts or shifts.

- (c) 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.
- (d) 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.

B. MAINTENANCE DEPARTMENT

1. Meal Allowance Application

For overtime of two (2) or more hours, a meal allowance will be paid. Supervisors who are required to work more than ten (10) continuous hours will receive one-half (1/2) hours off with pay and a meal allowance. During a declared emergency or snow or ice condition, the Authority will grant a meal allowance after each additional eight (8) hour period over the first ten (10) hours and appropriate time off for additional meals.

2. Paychecks

Whenever possible, paychecks will be available each week on Fridays at each district and shop before 12:00 Noon.

3. Overtime Pay

- (a) The work day and work week of the Supervisors of the Maintenance Department have been described previously. Each Supervisor will be available for a reasonable amount of overtime. Overtime pay at the rate of time and one-half (1-1/2) shall be paid for any work in excess of eight (8) hours in one day, or for work in excess of a forty (40) hour work week.
- i. In emergency situations involving snow and ice control, time and one-half (1-1/2) shall be paid for all scheduled hours worked after twenty-four (24) consecutive hours by Turnpike Supervisory Personnel (Salary Grade IX through Salary Grade XII).
- (b) Assignment for overtime duty shall be according to rules promulgated by the Maintenance Department and the Association and as approved by the Department Head.
- i. When held over for overtime beyond the scheduled working hours, each Supervisor will be paid for hours actually worked.
 - ii. If an Employee has arrived at his regular job location prior to the normal starting time and is directed to commence work, he shall be paid solely on the basis of time and one-half (1-1/2) pay for hours worked prior to the normal starting time.
 - iii. If called in for emergency duty, a minimum of four (4) hours pay will be guaranteed at time and one-half (1-1/2).
 - iv. A rotation overtime list will be kept by the Administrative Assistant and posted. This will not be subjected to grievance procedures. An overtime list and rules will be set up in each department, section and Trades.

C. TOLL COLLECTION DEPARTMENT

1. Paychecks

Paychecks will be available each week before Friday at all Interchanges.

2. Overtime equalization

Assignment for overtime duty shall be according to rules promulgated by the Toll Collection Department and the Association, which shall not be in conflict with the provisions of this Article.

3. Meal Allowance

In case of a holdover or call-in of two (2) or more hours, a meal allowance shall be paid.

ARTICLE X

SENIORITY

There exists, for purposes of this agreement, four (4) types of Seniority, the application of which appear in the agreement where appropriate. The four (4) types of Seniority are defined as:

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

An employee's Seniority shall not be lost because of absence due to illness, excused leaves of absence, or layoff not extending beyond two (2) years. An employee shall cease to have Seniority rights by voluntary quitting, termination through discharge, unauthorized absence 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

PROMOTIONS

The Authority agrees that it will post supervisory position openings within the New Jersey Turnpike for the sole purpose of notification. This posting does not establish, through implication or otherwise, that any promotional pool would be created for the purpose of the promotion of any employee and is for notification purposes only.

ARTICLE XII

PRESERVATION OF RIGHTS

The parties agree that all benefits, rights, duties, obligations, terms and conditions of employment that are not specifically set forth in this Agreement, which shall be maintained in not less than the standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XIII

Leaves of Absence

A. Leave with Pay

1. General

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

In addition, in cases of chronic absenteeism or when certain patterns of absenteeism are developed by an employee, a physician's report or other justification relating to these patterns, or chronic absences, may be required 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 an absence extends beyond two (2) consecutive work days in the Tolls and Maintenance 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.

Reporting Absences

In Toll Collection, when illness, injury, or other emergency prevents an employee from reporting for duty, the employee must make every effort to report such absence at least two (2) hours prior to the start of the employee's scheduled shift. Continued abuse of this provision will be subject to disciplinary action.

In Maintenance, employees will report absences in accordance with Departmental directives.

2. Sick Leave

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

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

The Authority reserves the right to continue at its own expense a physical examination by a licensed medical doctor for the purpose of verifying sick leave use. Medical determinations which may result in an extension of Sick Leave with pay, reduced pay, or without pay, or in recommendation for involuntary retirement shall not be considered disciplinary actions, but may be appealed through the grievance procedure provided in this Agreement.

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

- (1) Each employee will be credited with fifteen (15) sick leave days per year.
- (2) In Toll Collection, employees will receive six personal leave days. In Maintenance, employees will receive three days plus additional days with the approval of the Department Head or designee. All personal leave days are subject to the following restrictions:

- (a) None will be granted on a holiday.
- (b) Personal Leave days are not cumulative.
- (c) Personal Leave days will not be substituted for any prior excused or unexcused absences without pay.
- (d) No more than two (2) employees in Toll Collection and one (1) employee in Maintenance shall be granted personal leave at one time in each Section or Area, except with approval of Management. In Maintenance, area is defined as individual District, Shift and Division.
- (e) Further restrictions concerning coverage guarantees for personal leave days in the Toll Collection Department shall be in accordance with the Memorandum of Understanding mutually agreed upon by the Association and the Authority.

c) Subtraction will be made from the employees total established sick leave credit for absences caused by illness, accidental exposure to contagious disease or attendance upon a member of the employees immediate family. Subtraction will not be made for personal leave day absences.

d) There shall be a separation allowance in the case of official retirement in accordance with provisions of PERS, the Social Security program, death, or resignation in good standing, in which case, an allowance of 100% or net credit shall be paid at the then current rate.

e) If an employee has had more absences than credit, such employee will have only fifteen (15) days paid leave for the current year. Only absences resulting from sickness and off-job injury will be chargeable under this policy.

f) During the first five years of employment, an employee may at the conclusion of each year convert up to five (5) days of accrued credits for that calendar year to cash payment. Starting with the sixth year of employment, the conversion option may be increased up to ten (10) days. This payment will be made on or before December 10 and at the current year's rate. In the event absences occur after the closing date for selection of these options, such absences will be charged to the following year's sick bank.

3. Temporary Disability Leave Policy

a) All employees are eligible for Temporary Disability Benefits after one (1) year of service on the following basis:

After one (1) year - 13 weeks of benefits
After two (2) years - 26 weeks of benefits

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

b) Before an employee is eligible for another benefit year, said employee must be returned to work full time for a period of at least three (3) months.

c) Temporary Disability payments will be made at 100% of an employees regular salary. An employee is eligible for the benefit after using all paid leave credit.

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 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) These absences must be substantiated by a regular subpoena, warrant or court order. No pay shall be granted when an employee is the 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 ranges, 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 the employee is ordered to military field training, not to exceed fifteen (15) working days per year.

b) Employees desiring to attend a military service school of the above branches of military services will be given a leave of absence without pay, provided such absence meets the approval of the Authority. This leave can be with pay if the employee can substantiate service schooling for annual field training. An employee may apply accrued vacation toward attendance at service schools.

c) National Guard duty under declared emergencies shall be with pay.

6. Veterans Administration - Medical Appointments - When instituted by the Veterans Administration only.

7. Jury Duty

a) Jury Duty shall be on a weekly basis and, with proper notification and written certification from the court, time spent on Jury Duty shall be considered time worked, "if scheduled". Employees on Jury Duty will be considered to be on a Monday to Friday work schedule. In the event an employee is released from Jury Duty before the end of a week, such employee shall be required to return to duty following such release and work the balance of the week. In those areas where reporting to Jury Duty is by a call-in system, an employee notified that attendance is not required for jury duty must report to work if scheduled.

b) Employees impaneled for grand jury service will be credited with one day of work each spent on grand jury. No employee will be required to work more than five (5) days, including grand jury duty time, in any one (1) work week.

c) In any week in which a Holiday occurs, an employee will receive Holiday pay in addition to Jury Duty pay.

d) In those instances where an employee is called for pre-qualification of jury service, the employee will be excused with pay if scheduled to work on that day.

e) In the event any employee is called for Jury Duty and said employee is eligible for exemption by virtue of the statutes and laws of the State of New Jersey, that employee shall notify the Court of said exemption by virtue of employment with the Turnpike Authority.

8. Death in Family

a) A leave of absence of five (5) working days shall be granted in the event of the death of a spouse, parent, or child; three (3) working days for a sibling, parent-in-law, natural grandparent, or grandchild; and one (1) day for sister or brother-in-law, son or daughter-in-law, or natural aunt or uncle. Any additional days beyond this schedule shall be charged to sick leave, if any; vacation, if any; or authorized leave without pay.

b) The above leaves shall take precedence over any other leave.

B. Vacations

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

1. Schedule

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

2. Policies Affecting Vacations:

a) Employment must be continuous to receive the above vacation allowances.

b) Where in any calendar year the vacation, or any part thereof, is not taken by reason of pressure of Authority business, or is deferred at the request of the employee with the Departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken during the next succeeding calendar year only. However, employees with an entitlement of more than fifteen (15) days shall have an option to:

- (1) Cash in unused days over 15 of the current year's entitlement on or before December 10th of each year.
- (2) Accumulate unused days over 15 of the current year's entitlement until separation from employment.

c) If upon separation from the Authority an employee has authorized accrued vacation time earned in a previous year, the employee will receive vacation allowance at the present rate for such accrued vacation time and also vacation allowance on the basis of one-twelfth (1/12) of the current year's vacation entitlement for each full month of service in the year of separation, less any vacation actually taken. In the event of death or retirement, full vacation allowance for the calendar year will be granted to the extent not taken.

d) Vacation checks for one week or more shall be provided in all cases except emergency vacations on short notice.

e) Employees on leave of absence without pay for any reason shall not accrue vacation credit for the period of absence and a deduction by twelfths shall be made to vacation credit for the calendar year in which the absence occurs. Periods of absence resulting in deductions to vacation credit are those of one continuous month or more with lesser periods not counting.

f) Subject to Departmental directives and such limitations upon the number of employees which may be prescribed by the Department Head, vacation periods within the Maintenance Department may be selected by the employees themselves, preference of choice being given to those within each District or Section in order of job classification seniority.

g) Employees of the Toll Collection Department will be given the choice of vacation periods by Division as now or may hereafter prevail. Employees with ten (10) or more years of service will be allowed to take up to five (5) single vacation days from their vacation bank and employees with thirty (30) years or more years of service will be allowed to take up to ten (10) single vacation days from their vacation bank, provided they give at least five (5) work days advance notice, which may be waived at the discretion of the Section Manager. Eligible employees desiring to take single vacation days in this manner will declare their intent at the time vacation periods are selected. No more than two (2) employees shall be granted single vacation days at one time in each Section.

Employees shall choose vacation periods on the basis of job classification seniority under the following stipulations:

DEPARTMENT OF TOLL COLLECTION - SUMMER VACATIONS

Employees with one or more years of service shall be entitled to one (1) week's vacation during the summer months. Summer months shall be from the first Monday in June through the nearest Monday to September 15th.

Employees with ten (10) or more years of service shall be granted two (2) weeks during this summer 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.

DEPARTMENT OF TOLL COLLECTION - NON-SUMMER VACATIONS

Vacations during the non-summer period for Plaza Supervisors will be provided so that the number of available vacation selections per week will equal the number of Vacation Relief Plaza Supervisors scheduled in each Division. Vacations for Assistant Section Chiefs will be provided so that three (3) vacation selections per week will be available in the Northern Division and two (2) vacation selections per week will be available in the Southern Division.

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 in Toll Collection and March 31 of the year in Maintenance, 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 succeeding vacation year only. Such accumulation of vacation shall not, however, be taken during the summer vacation period.

Employees in Toll Collection will be given 24 hours to make vacation selections once notified that selections must be made. However, if an additional 24 hour period is requested, it will be granted. If the employee fails to select during this period, said employee will be bypassed. When the employee has made known the vacation selections desired, said selections will be granted by what is available at that time, even if a junior employee has already selected.

In Toll Collection, any vacation weeks that are available following completion of the vacation selection process shall be posted for a period of seven (7) days for selection by Supervisory personnel. Vacation selections shall be granted by seniority, by Division.

h) Summer and non-summer vacation selections for employees in the Maintenance Department shall be continued as stated in Maintenance

Memorandum #14 as revised on August 16, 1988. Every Supervisor shall have the opportunity of taking three (3) weeks of summer vacation. All remaining weeks will be by seniority.

i) The vacation period shall be from January 1 through December 31 of each year.

C. Leaves Without Pay

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

1. Sickness

a) When an employee has exhausted temporary disability benefits as previously described or other sick leave benefits, the Authority may place the employee involved on leave of absence without pay for a period of six (6) months or until earlier return to work. Vacation credit will not accrue for the period of absence without pay except as otherwise may be provided by the Authority.

b) During any such leave of absence, the Authority will continue to pay:

- (1) The cost of hospitalization, medical-surgical, major medical, dental insurance, vision care, and prescription drug card plan covering the individual employee.
- (2) The cost of hospitalization, medical-surgical, major medical, dental insurance, vision care, and prescription drug card plan covering such employee's dependents, if the employee previously carried such coverage.
- (3) The entire cost of any group life insurance such employee carried under the Turnpike Group Life Plan.

2. Military Leave

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

a) Military leaves without pay shall be granted by the Authority to any employee upon evidence that the employee is to be inducted into or has voluntarily enlisted in the Armed Forces or as provided by Federal or State Law.

b) Upon enlistment or induction the Authority will grant military leave payments as follows if the leave is to extend six (6) months or longer.

- (1) Six months to one year of employment, one-half of a month's pay.
- (2) One or more years of employment, one month's pay.
- (3) Such vacation pay as would normally be received during the year of induction or enlistment.

c) Rights of Reinstatement - Employees on Military Leave will, upon termination of such leave, be reinstated in accordance with Federal or State Law.

3. Unauthorized Leave

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

ARTICLE XIV

Grievance Procedure

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

A grievance shall be presented not more than five (5) calendar days after the occurrence of the cause for such complaint. All time limits herein may be waived in unusual situations upon request of either party.

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

Pertinent work records and other materials shall be made available by the Employer during the processing of grievances. All parties shall have the right to present, examine, and cross-examine witnesses and to present and examine evidence.

Step One

In the first instance, the Employee and the Association will discuss with the Manager involved any grievance or complaint. Every effort should be made by both parties to find agreement.

If, after discussion, the grievance or complaint is not settled, it shall then be placed in writing by the Employee or the Association on the appropriate form; and an answer will be furnished in writing within forty-eight hours by the Manager. If the grievance is not resolved at this Step, it will be forwarded to the Labor Relations Committee.

Step Two

The Labor Relations Committee will conduct a hearing within five (5) working days of receipt of the grievance and then submit its findings and decision to the Executive Director. The Executive Director will review the findings and instruct the Labor Relations Committee to advise the parties as to the decision reached within fifteen (15) calendar days of the hearing.

If the results of Step One and Step Two are unsatisfactory to the grievant(s), they may, within fifteen (15) calendar days of receipt of a denial, request arbitration of the grievance. If the appeal to arbitration is not taken within said period, the denial shall be final and binding. Arbitration will be binding with the cost to be paid equally by both parties.

In the event a multi-Employee situation arises, the Association and the Authority may, by mutual consent, meet and discuss the situation in lieu of a written grievance. In such cases, if the matter is not resolved, the parties will reduce their respective positions to writing, which, as in Step Two of the Grievance Procedure, may become subject to arbitration. The arbitration agency shall be the Public Employment Relations Commission (PERC).

ARTICLE XV

Disciplinary Action

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

No disciplinary action can be taken more than five (5) business days after the Department Head or, in his absence, his designee, becomes aware of the incident giving rise to the intended action. All time limits herein may be waived in unusual situations on request of either party.

A. 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 manager and thoroughly discussed with the offending Employee, and a copy sent to the Association. In the event the Employee wishes to appeal the reprimand, he may request a hearing, which shall be granted in accordance with procedures outlined in this Article.

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

In the exercise of 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 specification 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 (5) 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 Association shall receive a copy of the Advisory Notice of Disciplinary Action, the Association shall be invited to attend the hearing, notwithstanding the fact that the Employee may have elected to be represented by a non-Association member, or a person having no affiliation with the Association, or the negotiating unit.

As a respondent, the Employee involved shall be entitled to request in his defense such witnesses as he may wish to have present; the right of cross-examination of all witnesses and the right to have made available to him such records, files, and documents as he may consider necessary to his defense. Upon the hearing of all testimony and a review of all records and documents in evidence, the Hearing Officer, who shall be the Section Manager in hearings involving Toll Collection, the Division Manager or Superintendent in hearings involving Maintenance shall render a decision in no more than forty-five (45) days after the conclusion of the hearing or hearings. Following approval of the determination by the Department Head, the Employee or Employees and the Association involved shall be advised of the findings.

Any Employee who is found guilty of violation of the rules, regulations, or procedures, shall have the right to appeal in writing to the Executive Director within five (5) days next succeeding the judgment rendered by the Hearing Officer. A decision on 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 Association may submit the matter to binding arbitration pursuant to the rules of the Public Employment Relations Commission. All requests for binding arbitration shall be filed within ten (10) days after receipt of the decision of the Executive Director. Copy of said request shall be given to the Authority. The cost of arbitration shall be borne equally by both parties.

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

B. Administrative Discipline shall consist of those major or flagrant violations of rules, regulations, or procedures, which shall be based upon the Manager's recommendation, and are concurred in by the Department Head. Such action may result in a suspension of more than five (5) days, a fine, a demotion or dismissal.

Each Employee who is alleged to have violated rules, regulations or procedures of the Authority flagrantly or in a major degree, shall be served with an "Advisory Notice of Disciplinary Action," which shall specify the charges which have been preferred against him. The Employee involved in an Administrative Disciplinary Action shall be advised of the date, time and place of the formal hearing of the charges. The hearing notice shall be served upon the Employee no less than ten (10) 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 Association shall receive a copy of the "Advisory Notice of Disciplinary Action." The Association shall be invited to attend the hearing, notwithstanding the fact that the Employee may have elected to be represented by a non-Association member, or a person having no affiliation with the Association or the negotiating unit.

As a respondent, the Employee involved shall be entitled to request in his defense such witnesses as he may wish to have present; the right to 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.

In all cases involving Administrative Discipline in which a penalty of more than five (5) days, fine, demotion or dismissal has been recommended, the Hearing Officer or Officers designated by the Executive

Director, shall render a decision no less than seventy-two (72) hours, nor more than forty-five (45) days, after the conclusion of the hearing or hearings. In the event the Hearing Officer determines the Employee(s) to be guilty of a charge or charges as specified, he will notify the Association after rendering a decision of the penalty to be imposed. The Association may accept the penalty on behalf of the Employee(s) and waive right to arbitration. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the Hearing Officer or Officers shall advise the Employee or Employees involved of the findings not less than seventy-two hours nor more than forty-five (45) days.

Any employee who is found guilty of a major or flagrant violation of the rules, regulations or procedures shall have the right to appeal in writing to the Executive Director within five (5) days next succeeding the judgment rendered by the Hearing Officer or Officers. A decision of the appeal shall be rendered within ten (10) business days after receipt of appeal.

In the event the decision of the Executive Director is unsatisfactory, the Association may submit the matter to binding arbitration. All requests for binding arbitration shall be filed within ten (10) business 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 equally by both parties.

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

C. 1. It is understood that all disciplinary actions initiated by the Authority against any member of the negotiating unit do not constitute grievable matters.

2. In no case involving Minor or Administrative Discipline shall a penalty be imposed which is more severe than that which was originally recommended. On appeal, no penalty shall be imposed which is more severe than that which resulted from the initial hearing.

3. A hearing may be waived by an Employee, with the mutual consent of the Authority and the Association, 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.

5. 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. This provision shall take effect upon the signing of the agreement.

ARTICLE XVI

Benefits

A. Health Benefits

The Authority shall provide the following Plans for all permanent full-time employees and their eligible dependents, at no cost to the employee:

1. Hospitalization/Medical-Surgical
2. Major Medical Protection
3. Dental Plan
4. Vision Service Plan (VSP)
5. Prescription Drug Card Plan
6. Employee Assistance Program
7. Long Term Disability

8. Employees are entitled to complete physical examinations 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 annual examinations are optional and offered at no cost to the employee.

9. In the event that pursuant to the Agreement between the Authority and Local 194, IFPTE, AFL/CIO-CLC, Article XV, Benefits, there is a re-opening of the issue of Health Care Cost Containment, then and in that event this agreement will also be re-opened as to that issue.

The Authority will make available Health Maintenance Organization (HMO) Plans as required by law in lieu of #1 and #2 above.

New employees will have the above coverages on the first of the month next following two months after the effective date of hire. Descriptive brochures for all health plans will be made available by the Human Resource Department.

B. Group Life Insurance

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

SCHEDULE OF AMOUNTS

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

*Annual Earnings as used above shall be based upon an employee's earnings, exclusive of overtime pay, for normal work weeks. A descriptive brochure describing the Group Life Insurance Plan in great detail is available upon request to the Human Resource Department.

C. Travel Insurance

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

D. Holidays

1. The following are recognized as paid holidays:

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

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

3. In Maintenance an employee will receive an additional day's absence with pay or an additional day's pay when a recognized holiday falls within his vacation period. In Toll Collection a recognized holiday which falls within an employee's vacation period will be compensated for in the same manner as a normal scheduled day off.

4. The Authority will grant an additional \$35.00 in compensation each day to those personnel who are not scheduled and who are called in to work on Christmas Eve, Christmas Day, New Year's Eve, and Easter Sunday.

5. Holiday pay shall consist of a day's pay at straight time.

6. Employees working on holiday shall receive time and one-half for all hours worked in addition to the holiday pay as defined above. Where work extends beyond eight (8) hours on a holiday, employees shall be compensated at the rate of double time and one-half (2 1/2) for such hours worked.

7. Employees scheduled to work on a holiday and having an authorized absence on that day shall receive holiday pay only and no other form of compensation except in the case of death in the family or jury duty, providing proper certification is presented.

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

9. The holiday period shall be considered to be from 10:30 p.m. to 10:30 p.m. in the Toll Collection Department and from 12:00 midnight to 12:00 midnight in the Maintenance Department.

The holiday designated for the night shift working 10:30 p.m. to 7:00 a.m., Monday through Friday, will be the actual day of the holiday. The twenty-four (24) hour period for pay purposes will begin at 7:00 a.m. on the actual holiday to 7:00 a.m. of the following day.

10. Sick leave payments shall not be made for any holiday.

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

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

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

E. Days of Special Significance

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

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

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

F. Uniforms

1. Maintenance Department - The Authority will provide uniforms to be worn on duty by personnel in all field job classifications in the Maintenance Department to include an outer protective garment, an intermediate weight jacket, and short sleeve shirts for optional summer wear.

a. The Maintenance Department supervisor shall receive uniform compensation based on the following schedule:

- 1) Commencing with ratification and approval of the contract through June 30, 1990, the payment will be based on \$300.00 per year.
- 2) Commencing July 1, 1990 through June 30, 1991, payment will be based on \$340.00 per year, at a flat rate of \$28.34 per month.

2. Toll Collection Department - An allowance in the amount of the following will be paid for the cleaning and minor maintenance of all Supervisors uniforms in the Toll Collection Department.

a. The Toll Collection Department supervisor shall receive uniform compensation based on the following schedule:

- 1) Commencing with ratification and approval of the Contract through June 30, 1990, payment will be based on \$340.00 per year.

2) Commencing July 1, 1990 through June 30, 1991, payment will be based on \$340.00 per year, at a flat rate of \$28.34 per month.

b. Failure to comply with the "Rules Governing Toll Collection Uniforming and Appearance" or to clean properly and maintain uniforms may result in disciplinary action which may include denial of the Uniform allowance.

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. Worker's Compensation

Employees of the Supervisory 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 absence from work due to the injury.

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

H. Long Term Disability

This plan provides each eligible employee, in the event of Total Disability, with a monthly benefit equal to 60% of their monthly earnings up to a monthly maximum of \$2,500.00, which will be reduced by certain other sources which the employee may be entitled to during the disability.

The other sources by which the Long Term Disability Benefits will be reduced include Salary, Worker's Compensation payments, Social Security Benefits and Pension payments under the Public Employee's Retirement System.

If you are under age 61 at the time of commencement of total disability, this benefit is payable until age 65. The duration period will be extended beyond age 65 if your age is 61 or over on the date the total disability begins in accordance with the provider certificate.

I. Longevity Payment

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

- a) A sum of 4% for all employees who have at least ten (10) years but less than fifteen (15) years of service, including those who reach 10 years of service, effective their anniversary date, and
- b) A sum of 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.

J. Mileage

Mileage will be paid on the basis of 24 cents per mile and will be included in weekly paychecks. Mileage allowance shall be increased in the event the Federal Internal Revenue Service regulations permit allowances in excess of 24 cents per mile. The rate will then be adjusted accordingly.

K. Meal Allowance

Meals will be paid at the following rates:

7/3/89: \$9.45
7/2/90: \$9.90

Meal Allowance will be included in weekly pay checks.

L. Pension Plan

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

- a) A guaranteed retirement income for life based on the total years of service credit established in the System and final average salary.
- b) Financial protection in case of disability or death.
- c) Benefits in addition to Federal Social Security coverage.
- d) Opportunity to participate in supplemental Annuity System by additional payroll deduction.

2. In connection with (b) above, this System has as one of its main features life insurance protection totaling 3 times the employee's base salary. Of this, 1-1/2 times annual salary is available at no cost. Descriptive brochures describing the Pension Plan in greater detail are available.

M. Retirement

1. Vacation Pay

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

2. Sick Leave

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

3. Health Benefits

(a) Retirees Under Age 65

Retirees under age 65 and their eligible dependents will continue to maintain the same Hospitalization/Medical-Surgical coverage which was available while a full-time employee.

Major Medical and Prescription Drug Card Plan which was available to retiree and eligible dependents while a full-time employee, will continue up to retiree age 65.

Effective July 3, 1989 all employees who retire and are under age 65 will continue to receive benefits as indicated above. However, upon becoming age 65 and continuing through age 70, they will continue to receive Major Medical Insurance and the Prescription Drug Card Plan with the following limitations:

1. Prescription Drugs with a \$5.00 co-pay
2. Major Medical Insurance with a \$200 per person (\$400 per family) deductible

Full premium cost will be borne by the Authority.

(b) Retirees Age 65 and Over

For those retirees and/or their eligible dependents upon reaching age 65, it is necessary to enroll in Part A and Part B of Medicare for which the Authority will reimburse the cost of Part B Medicare premium.

In addition to the above, the Authority will continue to provide the appropriate carve out Hospitalization/Medical-Surgical benefits to the retiree and/or eligible dependents at no cost to the retiree.

Effective July 3, 1989 all employees who retire and are age 65 through 70 will continue to receive Major Medical Insurance and the Prescription Drug Card Plan with the following limitations:

1. Prescription Drugs with a \$5.00 co-pay
2. Major Medical Insurance with a \$200 per person (\$400 per family) deductible.

Any change in family status should be reported to the Human Resource Department.

- (c) Eligible surviving dependents of future deceased employees and future retirees shall be extended Hospitalization and Medical-Surgical coverage after the present policy for extension of coverage has expired, based on the following service schedule:

One (1) Year -	Employees or retirees with 10 or less years of service, or until remarriage of spouse;
Two (2) Years -	Employees or retirees with less than 15, but more than 10 years of service, or until remarriage of the spouse:
Five (5) Years -	Employees or retirees with 15 or more years of service, but less than 20 years of service, or until remarriage of spouse:
Ten (10) Years -	Employees or retirees with 20 or more years of service, or until remarriage of the spouse.

4. Public Employees' Retirement System

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

5. Social Security

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

N. Suggestion Awards Program

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

O. Tuition Refund Program

The Authority will provide a Tuition Refund Program for prior approved courses. Eligibility is dependent upon achieving permanent status. Upon satisfactory completion of a course or courses which are related to present or future Turnpike job opportunities, the Authority will reimburse the employee's cost of tuition and those fees essential to the completion of the course, excluding books.

Employees who receive reimbursement will be required to sign an agreement indicating that they will not leave the employment of the Turnpike for a (1) one year period following receipt of the most recent reimbursement or they will be required to return the amount of the last reimbursement.

P. Group Life Insurance

The Authority will continue payment of premiums for \$10,000 of group life insurance for all retirees to age 70.

ARTICLE XVII

SAFETY

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

The Authority shall appoint two (2) Association Supervisors designated by the Turnpike Supervisors Association Executive Board to the New Jersey Turnpike Authority Safety Committee for the purpose of maintaining and enforcing the safety rules and regulations referred to above.

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

ARTICLE XVIII

Mutual Cooperation

A. The Association 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 Association 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 Association 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 Association 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 Association 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 Association, and its representative should they fail to comply with the provisions of this Article.

G. Violations of Paragraph E above are considered "Just Cause" within the meaning of the Discipline and Discharge provision of this Agreement.

H. Either Party to this Agreement may seek legal relief or enforcement of the provisions of the Agreement, including recovery of cost and damages sustained in the event it is necessary to seek a court order to obtain compliance with an Arbitration decision.

ARTICLE XIX

Association Representation

A. All activities, including grievances and discipline hearings, between the employee's representatives and the Authority shall be conducted during normal working hours with such time to be considered as excused absences with pay.

B. Release time for Association Representatives will be granted on the following formula:

The number of represented employees divided by the factor of 120. This figure multiplied by (8) and then by 52 which will establish the total amount of hours within a year allotted to the "Association" to attend to "Association" business. Additional time may be allocated the "Association" as the represented group increases in membership.

The minimum number of hours will be established at 900 hours to allow the "Association" a reasonable amount of time to spend on "Association" related matters.

Any additional time spent by the "Association" above any allowable time will be borne by the "Association".

ARTICLE XX

Layoff

In the Supervisors Unit, layoffs will occur as a result of an Act of God and shall be according to seniority within each department and each classification. Those to be laid off in the Supervisors Unit shall be offered their original position in the Operating Unit, if that position is available. If the position is not available, the employee shall be laid off only after the Authority makes every best effort to find the employee another position within the Authority.

Those laid off last, will be the first offered reinstatement. Employees shall be advised a minimum of thirty (30) days in advance of any layoff. Seniority shall not be lost in the event of recall within two (2) years of the date of the employee's layoff.

ARTICLE XXI

Indemnification

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

1. The act or conduct which is the subject of said suit or cause of action is not within the scope of employment; or
2. The cause of action was because of actual fraud, willful misconduct or actual malice; or
3. The defense of the cause of action or proceeding on behalf of the said member of the Association would create a conflict of interest between the Turnpike Authority and the Employee member. In such cases the Employee shall be reimbursed for any costs of defense.
4. Criminal behavior as defined in Title 2C of the New Jersey State Statutes. In the event that such charges are ultimately dismissed or resolved in favor of the Employee, then the member shall be reimbursed for the costs of defense. In the event there are both criminal and Authority disciplinary charges against the Employee member, then the member shall not be entitled to be reimbursed for the costs of defense until both criminal and Authority disciplinary charges are resolved in the Employee's ultimate favor.

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

ARTICLE XXII

Term of Agreement

This Agreement shall be effective as of the Third day of July, 1989, and shall continue in full force and effect through Midnight, June 30, 1991.

Salary compensation will be administered as set forth below:

In addition to the 4 1/2% wage increase granted the "Association" retroactive to July 3, 1989; a retroactive wage increase of 1 1/2% will be granted to July 3, 1989.

A wage increase of 5% on base salary will be implemented for the second year of the contract effective July 2, 1990.

It is understood between the parties that this Agreement represents the memorandums of understanding between September 1, 1989 and January 31, 1990. In the event of a merger inconsistency, the language contained in the memorandums of understanding shall control.

This Agreement shall be binding upon the parties herein, their executors, successors and assignees.

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

ATTEST:

Gwendolyn S. Pines
Gwendolyn S. Pines
Turnpike Authority

NEW JERSEY TURNPIKE AUTHORITY

Frank E. Rodgers
Frank E. Rodgers
Chairman

New Jersey Turnpike
Supervisors Association

Michael P. Callen
Frank Mauro
Ronald Patton
Richard Van Don
Patry
John J. Swanson
Kenneth M. ...
Juan ...
Joseph R. ...
Edward H. ...
Frank ...

WITNESS:

Robert A. Gasser
Robert A. Gasser
Director of Human Resources

WITNESS:

Richard D. Loccke
Richard D. Loccke, ESQ.
Attorney for Association

SUPERVISORY
SALARY RANGE IX THRU XII

SALARY GRADE	EFFECTIVE DATE	HIRE RATE	AFTER 6 MONTHS	AFTER 1ST YEAR	AFTER 2ND YEAR
IX	BASE 7/3/89	\$28,220.48	\$28,960.10	\$30,069.53	\$31,178.94
	.50 S.D.	\$29,260.48	\$30,000.10	\$31,109.53	\$32,218.94
	4%	\$29,349.30	\$30,118.50	\$31,272.31	\$32,426.10
	4% + .50 S.D.	\$30,389.30	\$31,158.50	\$32,312.31	\$33,466.10
	6%	\$29,913.71	\$30,697.71	\$31,873.70	\$33,049.68
	6% + .50 S.D.	\$30,953.71	\$31,737.71	\$32,913.70	\$34,089.68
	7%	\$30,195.91	\$30,987.31	\$32,174.40	\$33,361.47
	7% + .50 S.D.	\$31,235.91	\$32,027.31	\$33,214.40	\$34,401.47
	BASE 7/2/90	\$29,631.50	\$30,408.11	\$31,573.01	\$32,737.89
	.55 S.D.	\$30,775.50	\$31,552.11	\$32,717.01	\$33,881.89
	4%	\$30,816.76	\$31,624.43	\$32,835.93	\$34,047.41
	4% + .55 S.D.	\$31,960.76	\$32,768.43	\$33,979.93	\$35,191.41
	6%	\$31,409.39	\$32,232.60	\$33,467.39	\$34,702.16
	6% + .55 S.D.	\$32,553.39	\$33,376.60	\$34,611.39	\$35,846.16
	7%	\$31,705.71	\$32,536.68	\$33,783.12	\$35,029.54
	7% + .55 S.D.	\$32,849.71	\$33,680.68	\$34,927.12	\$36,173.54

Maintenance Assistant-Administration

SUPERVISORY
SALARY RANGE IX THRU XII

SALARY GRADE	EFFECTIVE DATE	HIRE RATE	AFTER 6 MONTHS	AFTER 1ST YEAR	AFTER 2ND YEAR	
X	BASE	7/3/89	\$31,548.75	\$32,473.26	\$33,767.61	\$35,061.94
	.50 S.D.		\$32,588.75	\$33,513.26	\$34,807.61	\$36,101.94
	4%		\$32,810.70	\$33,772.19	\$35,118.31	\$36,464.42
	4% + .50 S.D.		\$33,850.70	\$34,812.19	\$36,158.31	\$37,504.42
	6%		\$33,441.68	\$34,421.66	\$35,793.67	\$37,165.66
	6% + .50 S.D.		\$34,481.68	\$35,461.66	\$36,833.67	\$38,205.66
	7%		\$33,757.16	\$34,746.39	\$36,131.34	\$37,516.28
	7% + .50 S.D.		\$34,797.16	\$35,786.39	\$37,171.34	\$38,556.28
	Base	7/2/90	\$33,126.19	\$34,096.92	\$35,455.99	\$36,815.04
	.55 S.D.		\$34,270.19	\$35,240.92	\$36,599.99	\$37,959.04
	4%		\$34,451.24	\$35,460.80	\$36,874.23	\$38,287.64
	4% + .55 S.D.		\$35,595.24	\$36,604.80	\$38,018.23	\$39,431.64
	6%		\$35,113.76	\$36,142.74	\$37,583.35	\$39,023.94
	6% + .55 S.D.		\$36,257.76	\$37,286.74	\$38,727.35	\$40,167.94
	7%		\$35,445.02	\$36,483.70	\$37,937.91	\$39,392.09
	7% + .55 S.D.		\$36,589.02	\$37,627.70	\$39,081.91	\$40,536.09

Maintenance Assistant-Automotive Division

SUPERVISORY
SALARY RANGE IX THRU XII

SALARY GRADE	EFFECTIVE DATE	HIRE RATE	AFTER 6 MONTHS	AFTER 1ST YEAR	AFTER 2ND YEAR	
XI	BASE	7/3/89	\$34,507.22	\$35,246.83	\$36,171.37	\$37,095.89
	.50 S.D.		\$35,547.22	\$36,286.83	\$37,211.37	\$38,135.89
	.70 S.D.		\$35,963.22	\$36,702.83	\$37,627.37	\$38,551.89
	4%		\$35,887.51	\$36,656.70	\$37,618.22	\$38,579.73
	4% + .50 S.D.		\$36,927.51	\$37,696.70	\$38,658.22	\$39,619.73
	4% + .70 S.D.		\$37,343.51	\$38,112.70	\$39,074.22	\$40,035.73
	6%		\$36,577.65	\$37,361.64	\$38,341.65	\$39,321.64
	6% + .50 S.D.		\$37,617.65	\$38,401.64	\$39,381.65	\$40,361.64
	6% + .70 S.D.		\$38,033.65	\$38,817.64	\$39,797.65	\$40,777.64
	7%		\$36,922.73	\$37,714.11	\$38,703.37	\$39,692.60
	7% + .50 S.D.		\$37,962.73	\$38,754.11	\$39,743.37	\$40,732.60
	7% + .70 S.D.		\$38,378.73	\$39,170.11	\$40,159.37	\$41,148.60
	Base	7/2/90	\$36,232.58	\$37,009.17	\$37,979.94	\$38,950.68
	.55 S.D.		\$37,376.58	\$38,153.17	\$39,123.94	\$40,094.68
	.75 S.D.		\$37,792.58	\$38,569.17	\$39,539.94	\$40,510.68
	4%		\$37,681.88	\$38,489.54	\$39,499.14	\$40,508.71
	4% + .55 S.D.		\$38,825.88	\$39,633.54	\$40,643.14	\$41,652.71
	4% + .75 S.D.		\$39,241.88	\$40,049.54	\$41,059.14	\$42,068.71
	6%		\$38,406.53	\$39,229.72	\$40,258.74	\$41,287.72
	6% + .55 S.D.		\$39,550.53	\$40,373.72	\$41,402.74	\$42,431.72
	6% + .75 S.D.		\$39,966.53	\$40,789.72	\$41,818.74	\$42,847.72
	7%		\$38,768.86	\$39,599.81	\$40,638.54	\$41,677.23
	7% + .55 S.D.		\$39,912.86	\$40,743.81	\$41,782.54	\$42,821.23
	7% + .75 S.D.		\$40,328.86	\$41,159.81	\$42,198.54	\$43,237.23

Assistant Foreman, Automotive
Assistant Foreman, Building Division-Water & Sewage
Assistant Foreman, Building Maintenance
Assistant Foreman, Carpenter/Paint
Assistant Foreman, Landscaping
Assistant Foreman, Power Electric
Assistant Foreman, Roadway
Coordinator, Automotive Division
Engineering Assistant, Maintenance
Supervisor, Materials
Systems Control Supervisor
Toll Plaza Supervisor

**SUPERVISORY
SALARY RANGE IX THRU XII**

SALARY GRADE	EFFECTIVE DATE	HIRE RATE	AFTER 6 MONTHS	AFTER 1ST YEAR	AFTER 2ND YEAR
XII	BASE 7/3/89	\$37,465.71	\$38,205.33	\$39,314.75	\$40,424.16
	.50 S.D.	\$38,505.71	\$39,245.33	\$40,354.75	\$41,464.16
	.70 S.D.	\$38,921.71	\$39,661.33	\$40,770.75	\$41,880.16
	4%	\$38,964.34	\$39,733.54	\$40,887.34	\$42,041.13
	4% + .50 S.D.	\$40,004.34	\$40,773.54	\$41,927.34	\$43,081.13
	4% + .70 S.D.	\$40,420.34	\$41,189.54	\$42,343.34	\$43,497.13
	6%	\$39,713.65	\$40,497.65	\$41,673.64	\$42,849.61
	6% + .50 S.D.	\$40,753.65	\$41,537.65	\$42,713.64	\$43,889.61
	6% + .70 S.D.	\$41,169.65	\$41,953.65	\$43,129.64	\$44,305.61
	7%	\$40,088.31	\$40,879.70	\$42,066.78	\$43,253.85
	7% + .50 S.D.	\$41,128.31	\$41,919.70	\$43,106.78	\$44,293.85
	7% + .70 S.D.	\$41,544.31	\$42,335.70	\$43,522.78	\$44,709.85
	Base 7/2/90	\$39,339.00	\$40,115.60	\$41,280.49	\$42,445.37
	.55 S.D.	\$40,483.00	\$41,259.60	\$42,424.49	\$43,589.37
	.75 S.D.	\$40,899.00	\$41,675.60	\$42,840.49	\$44,005.37
	4%	\$40,912.56	\$41,720.22	\$42,931.71	\$44,143.18
	4% + .55 S.D.	\$42,056.56	\$42,864.22	\$44,075.71	\$45,287.18
	4% + .75 S.D.	\$42,472.56	\$43,280.22	\$44,491.71	\$45,703.18
	6%	\$41,699.34	\$42,522.54	\$43,757.32	\$44,992.09
	6% + .55 S.D.	\$42,843.34	\$43,666.54	\$44,901.32	\$46,136.09
	6% + .75 S.D.	\$43,259.34	\$44,082.54	\$45,317.32	\$46,552.09
	7%	\$42,092.73	\$42,923.69	\$44,170.12	\$45,416.55
	7% + .55 S.D.	\$43,236.73	\$44,067.69	\$45,314.12	\$46,560.55
	7% + .75 S.D.	\$43,652.73	\$44,483.69	\$45,730.12	\$46,976.55

- Assistant Section Chief
- Field Supervisor, Communications/Electronics
- Foreman, Automotive
- Foreman, Buildings Division-Water & Sewage
- Foreman, Building Maintenance
- Foreman, Carpenter/Paint
- Foreman, Landscaping
- Foreman, Power Electric
- Foreman, Roadway
- Foreman, Toll Maintenance
- Inventory Control Supervisor
- Senior Systems Control Supervisor
