

AGREEMENT
SOUTH JERSEY TRANSPORTATION AUTHORITY
and
LOCAL 196, CHAPTER 2
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS (I.F.P.T.E.), AFL-CIO
PART-TIME
TOLL COLLECTORS AND COMMUNICATIONS OPERATORS
OCTOBER 30, 1992 TO OCTOBER 31, 1994

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 1

ARTICLE II - HOURS OF WORK AND OVERTIME 2

ARTICLE III - INTENT AND PURPOSE AND SHIFT PREMIUM RATE 3

ARTICLE IV - PROMOTION TO PERMANENT STATUS 4

ARTICLE V - GRIEVANCE PROCEDURE 4

ARTICLE VI - DISCIPLINARY ACTION 6

ARTICLE VII - BENEFITS 7

ARTICLE VIII - UNION REPRESENTATION 9

ARTICLE IX - MUTUAL COOPERATION 9

ARTICLE X - AUTHORITY JURISDICTION 10

ARTICLE XI - LEGAL APPLICATION 11

ARTICLE XII - LAYOFF-RECALL 11

ARTICLE XIII - BREAKS AND LUNCH 11

ARTICLE XIV - TERM OF AGREEMENT 12

ARTICLE XV - RECOGNIZED PRACTICES 12

ADDENDUM "A"

Toll Collector Job Description 14

Communication Operator Job Description 15

ADDENDUM "B"

Two Year Contract 17

Rates of Pay 17

ADDENDUM "C"

PERSONNEL POLICIES, PROCEDURES AND REGULATIONS 18

AGREEMENT

This Agreement, made and entered into as of 12:01A.M., October 30, 1992 and effective until 11:59 P.M., October 31, 1994, is between the South Jersey Transportation Authority, hereinafter referred to as the "Authority" and Local 196, Chapter 2, International Federation of Professional and Technical Engineers (I.F.P.T.E.), AFL-CIO, hereinafter referred to as the "Union", on behalf of said Union and on behalf of those part-time employees of the Authority now employed and hereinafter to be employed and hereinafter collectively designated as "employees".

A. The Authority shall provide all present part-time employees and future new hires with a copy of this Agreement and, likewise, with a copy of the booklet covering Vision Care coverage.

ARTICLE I - RECOGNITION

SECTION 1. The Authority recognizes the Union as the Majority Representative, pursuant to Chapter 303, P.L. 1968, of all part-time Toll Collector and Communication Operator employees, exclusive of Seasonal or Temporary Employees.

SECTION 2. Agency Shop: Effective October 30, 1981, each employee covered by this agreement shall, as a condition of employment, be required to pay a "fair-share" fee equal to eighty-five percent (85%) of the normal dues, initiation fee and assessments of Local #196, Chapter 2, AFL-CIO, unless such employee is a member of

the Union. Fees deducted from such employees' salaries shall be transmitted to Local 196, IFPTE, in the same manner as regular dues. The Union agrees to comply with all provisions of N.J.S.A. 34:13A-5.5 which authorizes this agency shop deduction.

SECTION 3. If during the term of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Authority written notice thirty (30) days prior to the effective date of such change.

ARTICLE II - HOURS OF WORK AND OVERTIME

SECTION 1. Recognizing the need for round the clock coverage of toll plazas and at Central Dispatch, part-time employees may be used on any shift but not more than two different shifts in any one week except for extraordinary situations. There will also be an equalization of available hours based on seniority, with seniors given the opportunity of forty (40) hours per week.

SECTION 2. Overtime shall be paid for all hours worked in excess of the maximum eight (8) hour workday or maximum forty (40) hour workweek and on holidays in addition to holiday pay.

A. Part-time Toll Collectors who work less than eight (8) hours shall be given fifteen (15) minutes of "bank-out" time immediately after the end of their scheduled shift, and such time shall be paid at straight time.

B. Part-time Toll Collectors who work eight (8) hours shall be given fifteen (15) minutes of "bank-out" time immediately after the end of their scheduled shift, and such time shall be paid at the rate of time and one half.

SECTION 3. No part-time employee shall be offered overtime until such overtime has been offered to the full-time employees (based upon the terms of the full-time employees overtime provisions).

SECTION 4. Probationary part-time employees shall become permanent part-time employees after 320 working hours or 90 calendar days after hire, whichever comes first. Upon completion of probation, seniority will be retroactive to date of hire. Seniority shall be defined as an employee's length of employment from date of hire.

ARTICLE III - INTENT AND PURPOSE AND SHIFT PREMIUM RATE

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 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, union activity, national origin, ancestry, marital status, nationality, or because of the liability for service in the Armed Forces of the United States, or typical hereditary cellular or blood trait, or physical or mental impairment (as per law) (subject to suitability to perform in accordance with the essential functions of the job description).

SECTION 3. Effective October 30, 1992, there shall be paid a premium rate of fifty cents (\$.50) per hour for scheduled hours worked on the third (afternoon) shift

series. For scheduled hours worked on the first (night) shift series, there shall be paid a premium rate of sixty-five cents (\$.65) per hour.

Effective October 30, 1993, there shall be paid a premium rate of fifty-five cents (\$.55) per hour for scheduled hours worked on the third (afternoon) shift series. For scheduled hours worked on the first (night) shift series, there shall be paid a premium rate of seventy cents (\$.70) per hour.

ARTICLE IV - PROMOTION TO PERMANENT STATUS

SECTION 1. The Authority will consider promotion to permanent status of the senior part-time employee if there is no conflict with the Affirmative Action Plan the Authority is now following.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1. A Grievance is any cause of complaint arising between the Authority and an employee or groups of employees with reference to a condition of employment, or with respect to the application and/ or interpretation of this agreement.

SECTION 2. Any employee, group of employees, or the Union may present a Grievance to the Authority and may be represented by the Union, its Steward and /or Officers and/or Representatives. Employees may be represented by any person of his/her own choosing, however, in any case a Union representative shall be present. However, no more than three (3) Union representatives who are employees of the Authority may appear on behalf of a Grievant at any one hearing exclusive of witnesses.

SECTION 3. Grievance shall be presented in the manner described hereafter no 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.

Step #1. It is recommended that the person who thinks he/she has a grievance can informally discuss the matter with his/her Supervisor and Shop Steward.

Step #2. IF the grievance is not satisfactorily settled, or if no written reply is received within five (5) days, the grievance shall be presented in writing to the Executive Director who will conduct a hearing into the facts and render a decision within five (5) days. The Executive Director may appoint a Designee to conduct the hearing; such Designee shall have no direct interest in the grievance.

APPEAL: The employee or Union shall have the right to appeal any decision of the Executive Director to Arbitration through the New Jersey Public Employment Relations Commission, the cost of which shall be borne equally by the parties. The arbitration shall have no power to add to, alter, amend, or repeal this Agreement, any provision herein, or to fix or change any rate or rates of pay.

(a) The Union Grievance Committee, grievant, and Union witnesses (if Authority employees) shall be paid by the Authority for all lost time in attending meetings with the Authority, at all steps of the Grievance Procedure, and for time spent in an Arbitration proceeding.

(b) Either of the parties may request an extension, providing the party desiring said

extension gives notice to the other, in writing, before the expiration of the time limit in the specific step. Under no circumstance shall such extensions exceed three (3) days.

ARTICLE VI - DISCIPLINARY ACTION

SECTION 1. In order to insure fairness and equity of disciplinary action, if such action is necessary, the following procedure shall apply.

(a) Any employee charged with misconduct shall be served (with a copy to the Union Steward, Chapter President and Local Business Agent) a written notice specifying the offense charged including the date(s), time(s), and witness(es), of the alleged offense within ten (10) working days of the Authority becoming aware of its occurrence. Such notice shall apprise the employee that a Hearing will be conducted, including the date (not less than five (5) working days from the serving of the charge), time and place of the Hearing and of the fact that he/she is entitled to be represented by a representative of his/her own choosing, may present any pertinent information or evidence, including witnesses, and may cross-examine witnesses.

(b) The Hearing Officer shall consider the testimony presented at the hearing and, if he/she determines the employee to be guilty, shall impose a suitable penalty depending on the magnitude of the offense with consideration given to the employee's length of service, past performance and discipline record, and based, when applicable, on progressive discipline. Such determination must be made in writing within ten (10) working days after the close of the hearing. The Hearing Officer shall not be from the same Division Department as the accused employee.

(c) The employee may, within five (5) working days, appeal the decision of the Hearing Officer, in writing, to the Executive Director who within five (5) working days of receipt of the appeal, shall review the facts at a meeting with the parties involved and the Union representative(s) and shall thereafter issue a decision within five (5) working days. The Executive Director's decision shall be in writing to the employee and to the Chapter President and Local Business Agent of the Union. Such a decision may not increase any penalty prescribed by the Hearing Officer.

All parties and witnesses present at the Hearing Officer's level (a and b above) shall be present when the Executive Director reviews the matter.

(d) The employee or the Union shall have the right to appeal any decision of the Executive Director to Arbitration as provided in Article V.

(e) In the event of an alleged serious offense, an employee may be suspended without pay pending the outcome of the charges. However, if the final decision is that the employee not be dismissed, he/she shall receive full pay for the period of suspension as soon as the final decision is rendered. If the final decision shall include discharge, the dismissal is effective as of the first day of suspension.

ARTICLE VII - BENEFITS

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

A. Part-time employees shall be paid at the rate of time and one-half the base rate of pay (plus shift premium) for all hours worked on Holidays in addition to eight (8) hours holiday pay. See subparagraph "B" for Holidays.

- | | | |
|----|------------------------|----------------------|
| B. | New Year's Day | Independence Day |
| | Martin Luther King Day | Columbus Day |
| | Lincoln's Birthday | Veteran's Day |
| | Washington's Birthday | Thanksgiving Day |
| | Good Friday | Day Before Christmas |
| | Memorial Day | Christmas Day |
| | Labor Day | |

C. Effective and retroactive to October 30, 1993, employees shall be entitled to one (1) personal day.

SECTION 2. Any holiday designated by Declaration of the President, the Governor, the Authority or adopted through Legislation shall be treated as a holiday.

SECTION 3. Part-time employees shall receive free passage for personal use of the Expressway. A plastic pass shall be issue for such purpose.

SECTION 4. Part-time employees will be issued uniforms as in keeping with past policies.

SECTION 5. Part-time employees who have worked at least 250 hours during the twelve (12) month period October 30, 1991 to October 30, 1992 shall be eligible for Prescription Costs reimbursement during the 1992-1993 contract year up to a maximum of \$300.00 (including eligible spouse). For each succeeding contract year, and under the same 250 working hours qualifying condition, the \$300.00 maximum

reimbursement shall apply. Eligible employees to receive reimbursement must submit copies of receipts for payments made by them. Coverage shall terminate when the employee's employment with the Authority terminates.

SECTION 6. Part-time employees who have worked greater than 250 hours during the twelve (12) month period October 30, 1991 to October 30, 1992 and each succeeding twelve (12) month period thereafter will be eligible for coverage under the Authority's Vision Care Plan in accordance with its terms. Coverage shall terminate when the employee's employment with the Authority terminates. Coverage extends to the employee and the employee's eligible spouse.

ARTICLE VIII - UNION REPRESENTATION

SECTION 1. All activities between part-time employees' representatives and the Authority shall be considered time worked.

SECTION 2. The Authority agrees to release from work assignment without pay Union representatives for the purpose of attending State or National Conventions.

SECTION 3. The Authority agrees to consider a release from work assignments without pay of Union Representatives for such matters, upon request, as indicated in said request.

ARTICLE IX - MUTUAL COOPERATION

SECTION 1. The Authority and Union 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 in the application of this Agreement.

SECTION 3. The Authority and Union agree that this Agreement was reached in good faith and to abide by the terms and conditions of this Agreement through the life of the Agreement. The Authority and Union represent that the provisions of this Agreement shall be carried out in all respect through the life of the Agreement and assures the Union and part-time employees compliance by its Administrative and Management personnel.

ARTICLE X - AUTHORITY JURISDICTION

SECTION 1. The Authority shall continue to exercise exclusive jurisdiction in management of the Expressway, the organizational structure of Division and Departments and the assignment of areas of responsibility of Superintendents, Division and/or Department Heads, and other Administrative personnel.

SECTION 2. The Authority agrees that no Temporary, Part-time or Seasonal employee will replace a Permanent Full time employee except if such Permanent Full-time employee is incapacitated and unable to work for an extended period of time or on active military duty, or on approved Leave of Absence, in which instance the replacement shall

receive full hourly rate but not job permanency and benefits except those benefits outlined in Article VII of this Agreement.

ARTICLE XI - LEGAL APPLICATION

SECTION 1. Should any provision of this Agreement or any application of this Agreement to any member of the bargaining unit be finally held by a Court of Competent Jurisdiction to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XII - LAYOFF - RECALL

A. In the event of layoff, the principle of seniority from date of hire shall apply by job classification. The last part-time employee hired in the affected job classification shall be laid off and so on by seniority in the job classification.

B. Laid-off part-time employees shall be recalled based on seniority from date of hire.

C. Five (5) working days advance notice of layoff shall be given by the Authority.

D. Recalled employees shall be notified by telephone or by telegram (if not contacted by phone) to report to work within twenty-four (24) hours. However, the part-time employee is obligated to report no later than forty (40) working hours after notification of recall.

ARTICLE XIII - BREAKS AND LUNCH

Part-time employees shall be given the same paid breaks and paid lunch periods

enjoyed by the full-time employees.

ARTICLE XIV - TERM OF AGREEMENT

SECTION 1. This Agreement shall remain in full force effect until 11:59P.M., October 31, 1994, and thereafter from year to year, unless at least sixty (60) days prior to the expiration date, either party shall notify the other in writing of its intention to terminate, modify or amend this Agreement.

ARTICLE XV - RECOGNIZED PRACTICES

The parties recognize the following practices and incorporate same herein:

a. Daylight Savings Pay - Employees working during the time time-clocks are reset as the result of daylight savings time, will not suffer any loss of pay due to the time change.

b. Half-Price Meals - If the Authority and the rest area food services enter into a contract wherein the food services agree that Authority employees will be given half-price meals, that benefit will also apply to part-time Bargaining Unit employees.

c. Management Cooperation - Management will make every effort to discuss matters that impact Union personnel with Union officials before implementation.

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

Attest:

Mary Ann Iuliano

Authority Secretary

South Jersey Transportation Authority

By: *Stanley R. Glassey*

Stanley R. Glassey, Chairman

James Crawford

James Crawford, Exec. Director

Local 196, I.F.P.T.E., Chapter 2, AFL-CIO

John Stevens

John Stevens, Business Agent

Dominic Penn

Dominic Penn, President

Michael J. Colatrella

Michael Colatrella, Vice-President

Jonathan Stockton

Jonathan Stockton, First Vice-President

Jean Sue Groves

Jean Sue Groves, Secretary

David Preston

David Preston, Treasurer

Peter Amendolia

Peter Amendolia, Sergeant-At-Arms

ADDENDUM "A"

Job Description Toll Collector

EDUCATION:

Elementary school graduate.

SPECIAL SKILLS:

Ability to handle currency and prepare change accurately, operate toll recording devices, give clear, concise and correct information. Pleasant and tactful personality and neat appearance. Good physical condition.

DUTIES:

1. Responsible for collecting and classifying tolls (currency, tickets and other) from patrons.
2. Responsible for accounting for personally collected or assigned funds.
3. Responsible for maintaining good public relations with patrons of the SJTA.
4. Responsible for assigned property owned by the SJTA.
5. Responsible to perform the following functions:
 - Walker, operation of pushmobiles, placing flares, moving cones, giving out leaflets, receipts, information, changing signs and any related duties assigned by the Supervisor.
6. Will perform all other functions as described in the Toll Collectors manual.
7. Required to have a telephone and provide number to Authority Management.

Job Description Communications Operator

Education:

High School graduate or equivalent [G.E.D.]

Special Skills:

Must have NJCJIA operator certification w/criminal background clearance
[fingerprint and record check]

Duties:

1. Operator will report for work at scheduled time in uniform supplied by the Authority ready for duty.
2. Operator upon reporting for work, will sign on the Authority station record or radio log or both.
3. Operator must have ability to type sufficiently to operate/direct inquires with available Olivetti TCV 275 Terminal.
4. Operator must have ability to direct and handle Expressway radio communications using NJ State Police radio signals. Also only authorized radio procedure will be used to dispatch contracted service trucks to designated milepost on Expressway.
5. Operator must be thoroughly familiar with Expressway call box system and have ability to dispatch contracted service trucks to designated milepost on Expressway.
6. Operator must be thoroughly familiar with Expressway aids to motorist log and have ability to document exact times on provided aid sheet.

7. Operator must be thoroughly familiar with locations such as toll plazas, service area, intercept parking lot and corresponding mileposts to ensure immediate and expedient dispatching of police, fire and rescue equipment.
8. Operator must be thoroughly familiar with location and working of Expressway alarm system. When alarm systems located at service area and unmanned toll plazas are activated, signals must be dispatched to patrols expediently with proper information received concerning alarm.
9. Operator must be able to communicate verbally and in a professional manner both on the Authority radio and telephone. They must identify themselves.
10. Operators must be aware that as a communications operator they are handling restricted and classified information which is only available to authorized persons.
11. Operator will be alert and ready to assist any and all authorized State Police personnel with any and all authorized State Police business while on duty.
12. Operator must be available for duty as scheduled other than vacation. In such cases remaining operator will work alone to be assisted by State Police Supervisors, if needed.
13. Operator while on duty during the hours of darkness, will adhere to established security practices.
14. Operators will at all times make certain all documented entries are true and correct as entered.

15. While on duty on a daily basis, operators will be responsible to the State Police Officer in charge of the Expressway as far as enforcing reasonable guidelines governing the operators while on duty at the Expressway State Police communication center.

Addendum "B"

The Authority agrees that the hourly rates for all employees covered by this Agreement shall be as specified within this Addendum "B." Reflected in those hourly rates are the following increases which shall become effective on the date[s] shown.

Two Year Contract

General increases to the straight-time hourly rates of all employees covered by this Agreement shall be:

Three [3] percent effective and retroactive to October 30, 1992.

Two [2] percent effective and retroactive to April 1, 1993.

Three [3] percent effective and retroactive to October 30, 1993.

Rates of Pay

The hourly rates for part-time Toll Collectors shall be as follows:

<u>Seniority from Date of Hire</u>	<u>Salary Rate Per Hour</u>		
	<u>10/30/92</u>	<u>4/1/93</u>	<u>10/30/93</u>
New hire, first six [6] months.	8.86	9.04	9.31
End of six [6] months and thereafter	12.61	12.86	13.25

The hourly rates for part-time Communications Operators shall be as follows:

	<u>10/30/89</u>	<u>4/01/93</u>	<u>10/30/93</u>
New hire, first six [6] months	8.86	9.04	9.31
End of six [6] months	9.48	9.67	9.96
End of one [1] year	10.40	10.61	10.93
End of two [2] years	12.61	12.86	13.25

Addendum "C"

South Jersey Transportation Authority Personnel Policies, Procedures and Regulations

1. Employment

A. The Executive Director is authorized to approve the employment of all personnel, other than Executive Staff rank, authorize pay changes or employees reclassification for positions outside the bargaining unit authorized on the Organization Chart and for which funds have been appropriated.

B. In the operation of this procedure the following payroll forms shall be processed:

1. Application for Employment.
2. Internal Revenue Department, Form W-4.
3. Payroll Advice.
4. Hospitalization and Medical Plan Forms, as required.
5. Application and forms related to enrollment as a member of the Public Employees' Retirement System.
6. Medical examination forms, as required.

7. Job Tests, as required.
8. Other payroll or personnel forms, as may be required.

C. Processing of Payroll forms:

1. The Applications

[a] All applicants for employment for positions other than those of Executive Staff, shall be required to complete an application for employment form. The application shall be held as part of the permanent records of the Personnel Office.

[b] No employee may be hired who has not first obtained a Social Security Number.

2. The Internal Revenue Department Form W-4:

[a] Must be completed on or before the first day of actual employment, completed form shall be forwarded to the Finance Department, Payroll Section.

3. Payroll Advice:

[a] This form shall be used for the requisition of an employee, certification of employment, classification of any employee, to change an employee's pay rate, pay grade or category, for transfers, to terminate or separate an employee, or for other notice to the Finance Department and/or the Personnel Division of any change in job or personal status.

b] No Payroll Advice which pertains to the disbursements of funds or which effects a change in pay status or any change in the employee's employment status relating to the Authority's Organizational Chart or operation budget, shall become effective until it is approved by the Comptroller and the Executive Director.

[1] An approved Payroll Advice, in correct form and manner, shall be the Finance

Department's authority to disburse funds for salaries, wages and benefits.

[c] The original copy of the payroll Advice shall be maintained in the Payroll Division of the Finance Department.

4. Hospitalization and Medical Plan Forms:

[a] To be completed when required, when an employee satisfactorily completes his/her probation period.

5. Applications and Forms related to the Public Employees' Retirement System:

[a] To be completed by eligible employees as required on notice from the Finance Department.

6. Medical Examination:

[a] It is the policy of the Authority that all designated candidates for employment in maintenance and toll collector positions shall be required to take a physical examination at the direction of the Executive Director and the expense of the Authority. The examination should be completed and the results known before the candidate is finally selected.

[b] Candidates for employment positions in other categories may be required to take a physical examination at the expense of the Authority at the direction to the Executive Director.

7. Job or Aptitude Tests:

[a] All candidates for employment as a toll collector, typist, stenographer or secretary may be required to take a skills or aptitude test in order to determine their proficiency for the job for which they are a candidate.

[b] Job tests may, on the request of the related Department Head, be given to candidates for employment for any other job requiring skills or aptitudes.

[c] All job tests shall be given under the direction of the Executive Director and the results made known to the Department Head prior to the final selection of the candidates for employment.

Holiday Policy

A. Qualification for Holiday Pay:

1. Employees, in order to be paid for a holiday, must be present for work, on excused absence, sick leave or vacation leave on the regularly scheduled work day immediately preceding and following the scheduled holiday.

Accident and Sick Benefit

A. Regulations:

1. The Authority may have a physician investigate the circumstances of any employee's illness or injury to determine whether the employee is taking appropriate steps to expedite his/her recovery and return to work.

Military Leave of Absence Policy

A. Extended Active Duty:

1. The entry into extended active duty of any employee granted military leave of absence does not change the employee's status with the Authority. In the case of probationary employees, however, the balance of the probationary period must be completed upon return from military leave before the employee may attain permanent status.

2. Employees granted military leave of absence without pay for extended active duty will receive payment for any accumulated vacation credited to him/her at the start of military leave.

3. Any employee on military leave for extended active duty and who is a member of the Public Employee's Retirement System will receive, at no cost to him/her, the same retirement benefits he/she would have otherwise received, had he/she not been on military leave. The Authority will pay the Authority's and the employee's share of the Public Employees' Retirement System deductions based upon the employee's rate and salary.

Policy and Job Performance

A. The following are examples of good and sufficient cause or reason for removal, dismissal, transfer, or demotion of an employee within the meaning of this Policy.

1. Mental or physical disability which impairs the ability of an employee to perform his/her duties.

2. Neglect or failure of an employee to perform the duties of his/her office, position or employment.

3. Violation of any rule or regulation prescribed by the Authority for the administration of its employees.

4. Conduct which is prejudicial to the Authority or the public interest while on or off duty in the uniform of the Authority.

B. The following are examples of good and sufficient cause or reason for the removal, dismissal, transfer or demotion of any employee or for the abolition of any particular office, position or job within the meaning of this Policy and without a hearing:

1. The re-organization of the Authority or one of its facilities, properties, departments, divisions, sections.

Procedure for Reporting Absence From Duty

A. When illness, injury or other personal or family emergency prevents and employee from reporting for duty:

1. The employee shall notify his/her immediate superior, Division Head or Department Head no later than his/her regularly scheduled starting time, except in extreme cases of emergency, that he/she will not report to work or will be delayed in reporting to work. He/she shall report the reason for the absence and state the probable duration of his/her absence.

2. Employees on shift will call in as soon as possible, but not later than two hours before the starting time of the shift, except in the case of an emergency.

3. If the employee him/herself cannot call in, he/she must arrange with a second party to transmit the following information for him/her:

[a] Employee's name;

[b] Telephone number and address where employee may be reached;

[c] Reason for absence; and

[d] Probable duration of absence.

B. No employee benefits will be allowed an employee who does not report absence from work as herein prescribed.

Pay and Payroll Periods: Payroll Reports and Records

A. Payroll Periods:

1. Payroll periods for all categories of employees shall be a two [2] week period beginning on a Sunday and concluding on the second Saturday next following.

[a] The Comptroller is authorized to establish pay periods and pay days.

B. The Time Report

1. Each employee shall sign a Time Report which shall accurately report thereof the hours worked, absences or leave taken for each payroll period.

2. The Time Report shall be certified by the employee and shall be approved by his/her immediate Division or Department Head.

[a] Time Reports of Staff employees shall be signed only by the employee.

C. The Comptroller is authorized to promulgate and publish procedures, consistent with these Policies and Personnel Regulations as they may concern payroll and personnel processing.

D. The Payroll Section of the Finance Department shall be responsible for the maintenance of employee leave reports.

Policy and Procedure for Disciplinary Action

A. Policy and Purpose:

1. The South Jersey Transportation Authority owes a responsibility to the general public, therefore, persons employed by the Authority 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.

2. Those responsible for the work of others will insure that all employees who report to him/her discharge their responsibilities, conscientiously and adequately. Leadership, counseling, understanding and the firm insistence that employees recognize their responsibilities are prime requisites. When these objectives fail, corrective action should be prompt.

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

Termination Procedure

A. Exit Interview

1. In cases where the terminating employee does not have an exit interview with the Authority, he/she should be furnished with all pertinent information and necessary forms in connection with withdrawal of retirement contributions and any other benefit plans in effect at his/her time of termination, plus release of final pay check.

2. In the case of death of an employee, the Authority should furnish the next of kin, by letter, all pertinent information and the necessary forms in connection with withdrawal of retirement contributions, hospitalization and release of final pay check. The Authority determines to whom the final pay check should be sent. Final pay checks are not to be held by the Authority for more than thirty [30] days.

B. It is the responsibility of the terminating employees' immediate supervisor that the surrender of all equipment, uniforms, non revenue tickets, file material or anything else belonging to the Authority be expedited. The Authority will not release the final pay check until the employee has been completely cleared.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH JERSEY TRANSPORTATION AUTHORITY
AND
LOCAL 196 CHAPTER 2
I.F.P.T.E.

South Jersey Transportation Authority (successor to the New Jersey Expressway Authority referred to herein as the "Authority") and Local 196, Chapter 2, I.F.P.T.E., AFL-CIO ("Union"), hereby agree as follows with respect to modifications, amendments and/or conditions to the Collective Bargaining Agreements between the parties which expired at 11:59 P.M., on October 31, 1994.

This Memorandum of Understanding extends all terms of the above-referenced Agreement, except as provided herein, until 11:59 P.M., October 31, 1995.

A. ECONOMIC ITEMS:

1. RATE OF PAY:

Effective and retroactive to November 1, 1994, employees in this bargaining unit shall receive a two and one-half (2.5%) percent across-the-board wage increase computed on their base wage as of October 31, 1994.

2. PERSONAL LEAVE DAYS:

Effective and retroactive to November 1, 1994, employees shall be entitled to one (1) additional paid personal leave day at the current rate of pay, for a total of three (3) days annually, for full-time employees and two (2) days annually for part-time employees.

B. NON-ECONOMIC ITEMS:

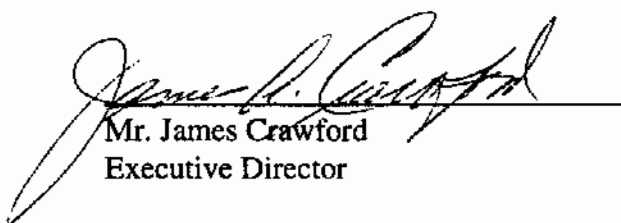
1. The authority agrees to form a committee consisting of three (3) Management members and three (3) Union members and to review and evaluate the in place Attendance Improvement Program.

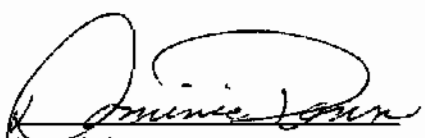
2. The Authority agrees to form a committee consisting of three (3) Management members and three (3) Union members to review and evaluate the Toll Variance Program. During the term of the extension (October 31, 1994 to October 31, 1995), the allowable toll variance will be adjusted from 1.5 to 2.0.

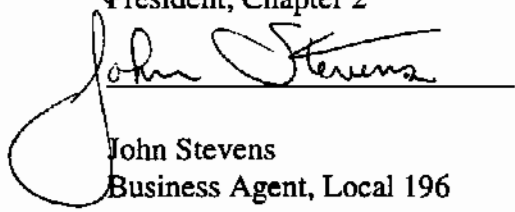
In witness whereof, the parties have cause this Memorandum of Understanding to be executed on this 13th day of December, 1994.

SOUTH JERSEY TRANSPORTATION
AUTHORITY

I.F.P.T.E. LOCAL 196
CHAPTER 2


Mr. James Crawford
Executive Director


Dominic Penn
President, Chapter 2


John Stevens
Business Agent, Local 196

ADDENDUM A TO MEMORANDUM OF UNDERSTANDING

between

SOUTH JERSEY TRANSPORTATION AUTHORITY

and

LOCAL 196 CHAPTER 2

I.F.P.T.E.

PART-TIME EMPLOYEES

HOURLY RATES OF PAY PART-TIME TOLL COLLECTORS

<u>Seniority from Date of Hire</u>	<u>10/30/94</u>
New hire, first six (6) months	\$ 9.54
End of six (6) months and thereafter	\$13.58

HOURLY RATES OF PAY PART-TIME COMMUNICATIONS OPERATORS

New hire, first six (6) months	\$ 9.54
End of six (6)	\$10.21
End of one (1) year	\$11.20
End of two (2) years	\$13.58

