

AGREEMENT
BETWEEN
NEW JERSEY TURNPIKE AUTHORITY
AND
LOCAL 194, IFPTE, AFL/CIO-CLC - PART-TIME TOLL COLLECTORS

September 8, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Statement of Joint Purpose	1
II	Recognition	1
III	Payroll Dues Deductions	1
IV	Unit Identification	2
V	Discrimination	2
VI	Maintenance of Membership	2
VII	Uniform Allowance	2
VIII	Uniforms	2
IX	Mileage	2
X	Holidays	3
XI	Miscellaneous	3
XII	Grievance and Disciplinary Procedure	3
XIII	Management Rights	4
XIV	Wages	4
XV	Union Representation	4
XVI	Term of Agreement	5

AGREEMENT BETWEEN

NEW TURNPIKE AUTHORITY

AND

LOCAL 194, IFPTE, AFL/CIO-CLC - PART-TIME TOLL COLLECTORS

This agreement, made and entered into as of September 8, 1992 and effective through Midnight, October 27, 1995 is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority" and Local 194, International Federation of Professional and Technical Engineers, AFL/CIO-CLC, hereinafter referred to as the "Union".

Article I

Statement of Joint Purpose

The parties to this agreement affirm their understanding that the Authority is a public benefit corporation and its facilities are managed for the safety and convenience of the public, essential commerce and the national defense. It is the declared purpose of this agreement to maintain the quality and efficiency of Authority facilities and services, mindful of the public need for economic transportation, the employee need for fair compensation and working conditions, 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 Union join themselves together to observe in good faith the terms of this agreement.

Article II

Recognition

The Authority agrees to recognize Local 194, I.F.P.T.E., AFL/CIO-CLC as the exclusive representative of all part-time employees pursuant to, and consistent with all provisions of the New Jersey Employer-Employee Relations Act as amended (N.J.S.A. 34:13A-1 et seq.).

Article III

Payroll Dues Deductions

The Authority agrees to deduct from the compensation of any employee member of the International Federation of Professional and Technical Engineers, Local 194 sufficient monies for the purpose of paying the employee's dues to the International Federation of Professional and Technical Engineers, Local 194, provided said employee makes such request in writing, to the Comptroller's Office of the Authority.

Monies so deducted by the Authority shall be transmitted to the International Federation of Professional and Technical Engineers, Local 194.

Any such written request for the deduction of employee's dues, as stated above, may be withdrawn by the employee at any time upon the filing of Notice of withdrawal with the Comptroller's office of the Authority. The filing of Notice of Withdrawal shall be effective, to halt deduction of said monies, as of January 1 or July 1, as selected by the employee next succeeding the date of which Notice of Withdrawal is filed, whichever of said dates first succeeds the date of filing of Notice of Withdrawal, at such time Article VI, Paragraph B shall prevail.

Article IV
Unit Identification

The Unit shall consist of all Part-Time Toll Collectors but excluding all other personnel including seasonal and temporary employees.

Article V
Discrimination

The Authority and the Union 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, disability, marital status, veteran status, and union 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 defined herein. In view of the fact that the Union, as the exclusive negotiating agent for all employees, is obligated to represent fairly without discrimination all employees within the Unit, it is recognized that there is a corollary obligation on the part of said employees to compensate the Union for its expenses of such representation.

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

C. Fees deducted from employee's pay shall be transmitted weekly to Local 194, IFPTE, AFL/CIO-CLC in the same manner as dues.

Article VII
Uniform Allowance

A Uniform allowance of \$120.00 per year will be paid in monthly amounts of \$10.00 to each Part-Time employee.

Article VIII
Uniforms

All Part-Time employees will be uniformed in accordance with the "Rules Governing Toll Collection Uniforming and Appearance" as promulgated by the Toll Collection Department.

Article IX
Mileage

The Part-Time employees will be paid mileage at the current rate permissible under Federal Internal Revenue Service regulations when assigned to duty at an Interchange other than their assigned base Interchange.

Article X
Holidays

The following will be considered paid Holidays:

Christmas Day
New Year's Day

Part-time employees scheduled off on the day of a holiday shall receive holiday pay of two (2) hours pay at straight time.

Any Part-Time 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.

Article XI
Miscellaneous

A. In those instances involving change of time in the spring and fall of each year, and the change results in a Part-Time employee working beyond the normal work day, said employee will be paid for the additional one (1) hour worked. When the change results in the employee working one (1) hour less than the normal work day, there shall be no loss of pay.

B. Part-Time employees shall be paid by check on a weekly basis.

Article XII
Grievance and Disciplinary Procedure

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

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

Step #1

In the first instance, the employee and/or the Union will discuss with the supervisor involved any grievance or complaint. Every effort should be made by both parties to find agreement.

Step #2

If, after discussion, the grievance or complaint is not settled, it shall then be placed in writing by the employee or the Union on the appropriate form, and an answer will be furnished in writing within 48-hours by supervision. If the grievance is not resolved at this step, it will be forwarded to mediation pursuant to the rules and regulations of the Public Employment Relations Commission. The mediator will hold a hearing and make a determination which shall be final and binding on both parties. Such decision shall be rendered within twenty-five (25) calendar days of receipt of the grievance.

- A. Each employee should clearly understand the rules, regulations, and procedures of the Authority and is obliged to conform, comply, and carry out these matters. Violations shall constitute reasonable cause for the initiation of disciplinary action.
- B. All Disciplinary Action shall be in writing and shall indicate the name of the employee, the date(s) the offense(s) was committed, the specifications of the alleged offense(s), and the penalty to be imposed.
- C. Appeals from Disciplinary Action shall be through the Grievance Procedure.

Article XIII
Management Rights

The Authority retains and reserves any and all of its rights to manage except as modified herein.

Article XIV
Wages

The Authority will establish a Part-Time rate of pay as follows:

Start Rate - \$8.00
After 1 Year - \$8.50
After 2 Years - \$9.00

The \$8.00/hr. rate for newly hired P-T employees will be fixed for the duration of the Agreement.

Article XV
Union Representation

The Union and the Authority agree that, due to the requirements of representation of Part-Time employees, these employees will have their own Stewards who may, from time to time, require time off for Union business and/or business dealing with the Authority. The Authority may grant such time off, when necessary, on a Saturday and/or Sunday without pay, at the request of the Union and with pay on Saturday and/or Sunday during the discussion of a grievance or disciplinary action, provided such release from work is not disruptive of the workforce.


Article XVI
Term of Agreement

This Agreement shall be effective as of the Eighth day of September, 1992 and shall continue in full force and effect through midnight, October 27, 1995.

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

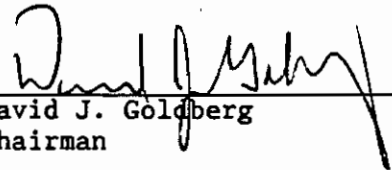
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hands and seals.

ATTEST:



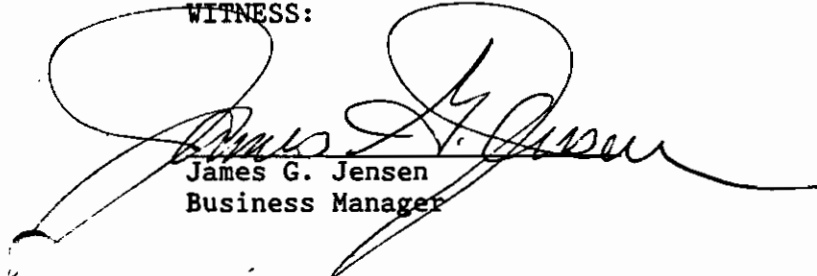
Herbert I. Olarsch
Turnpike Authority Secretary

NEW JERSEY TURNPIKE AUTHORITY:



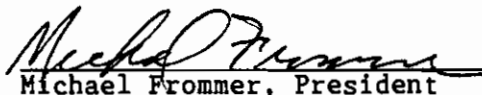
David J. Goldberg
Chairman

WITNESS:



James G. Jensen
Business Manager

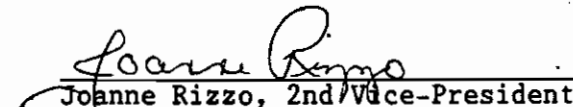
Local 194, International Federation
of Professional and Technical
Engineers, AFL/CIO-CLC



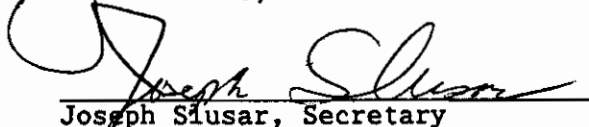
Michael Frommer, President



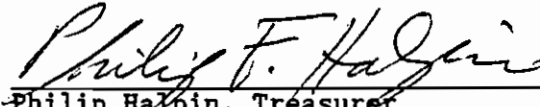
Frank Martyn, 1st Vice-President



Joanne Rizzo, 2nd Vice-President



Joseph Siusar, Secretary



Philip Halpin, Treasurer

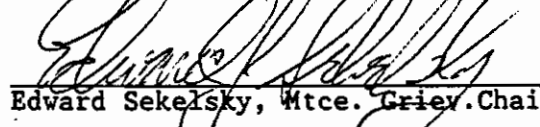
WITNESS:




Francis A. Forst, Consultant



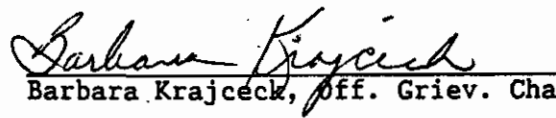
Robert W. Slatky, Sgt. at Arms



Edward Sekelsky, Mtce. Griev. Chairman



Marc Cody, Tolls Grievance Chairman



Barbara Krajceck, Off. Griev. Chair.