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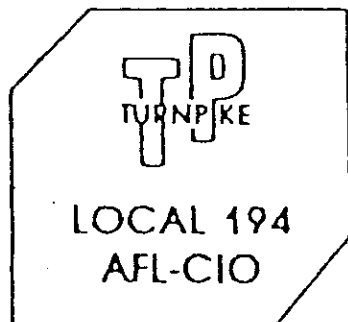
64 Pages

AGREEMENT BETWEEN

NEW JERSEY TURNPIKE AUTHORITY

AND

LOCAL 194, IFPTE AFL/CIO-CLC



JULY 1, 2003

JUNE 30, 2007



AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY
AND
LOCAL 194
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
AFL/CIO-CLC

July 1, 2003 to June 30, 2007

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AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY

and

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

This Agreement, made this day of _____ and effective July 1, 2003 through midnight, June 30, 2007, is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority" and Local 194, International Federation of Professional and Technical Engineers, AFL/CIO-CLC, hereinafter referred to as the "Union".

ARTICLE I
Statement of Joint Purpose

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

ARTICLE II
Recognition

The Authority recognizes the Union as the exclusive representative of the full-time Operating employees of the Maintenance and Toll Collection Departments as certified by the Public Employment Relations Commission in its written opinion dated March 5, 1970, Docket Number R-50, and as the exclusive representative of the Office, Clerical and Technical employees as certified by the certification dated February 23, 1972, Docket Number R-403, in accordance with the laws and Constitution of the State of New Jersey as further defined herein.

ARTICLE III
Payroll Dues Deductions

The Authority agrees to deduct from the compensation of any full-time employee member of the Union sufficient monies for the purpose of paying the employee's dues to the Union, provided said employee makes such request, in writing, to the Office of the Chief Financial Officer of the Authority. Monies so deducted by the Authority shall be transmitted to the Union.

Any such written request for the deduction of employee's full membership dues, as stated above, may be withdrawn by the employee at any time upon the filing of Notice of Withdrawal with the Office of the Chief Financial Officer of the

Authority. The Notice of Withdrawal to halt deduction of full membership dues shall be effective as of the January 1 or July 1 next succeeding the date on which Notice of Withdrawal is filed. At such time Article VI, Paragraph C shall prevail.

ARTICLE IV Unit Identification

The Operating Unit shall consist of all permanent full-time toll collectors, and permanent full-time maintenance employees, including craft employees, maintenance records clerks, janitors, parts and inventory counter men and communications technicians. Excluded are all part-time, seasonal and temporary employees, under Certification of the Public Employment Relations Commission dated March 5, 1970, Docket Number R-50.

The Office, Clerical and Technical Unit shall consist of all permanent full-time office, clerical and technical employees of the Authority. Excluded are all employees of the Human Resources Department, part-time employees, seasonal employees, temporary employees, confidential employees, managerial and executive employees, and police in accordance with Certification of the Public Employment Relations Commission dated February 23, 1972, Docket Number R-403.

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, union activity, disability, marital status, sexual preference, and veteran status.

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 laws of the State of New Jersey. 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, whether or not they are members, it is recognized that there is a corollary obligation on the part of said employees to compensate the Union for the expense of such representation.

B. (1) The Union covenants and represents that it conducted an election for its members concluding on July 8, 1970, wherein the Union membership exercised their option to accept or reject maintaining their membership during the term of this agreement. All present members of the Union, having exercised said option, shall remain members of the Union for the term of this agreement. All employees who are not now members may remain non-members. However, if said employees are otherwise eligible for membership, they may be members of the Union. All new employees of the negotiating unit shall have thirty (30) days in which to become members of the Union or remain non-members. However, if said new employees are otherwise eligible for membership, they may become members of the Union at any time. Those who elect to become members of the Union will remain so for the term of the agreement.

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

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

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

ARTICLE VII
Classes of Employees

A. Class 5

Permanent Employee -

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

B. CLASS 4

Probationary Employee -

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

C. CLASS 3

Seasonal Employee -

An employee who is hired for the purpose of rendering services on a non-continuing, but recurring basis, who may work a prescribed work day and work week; provided, however, that such employment shall not exceed one hundred twenty-five (125) work days in a calendar year, during the period May 15 through September 15.

D. CLASS 2

Temporary Employee -

1) An employee who is hired on a full-time basis to work a prescribed work day and work week in a position which is not permanently budgeted; as a sick leave replacement for an employee on leave as a result of a job injury from the Maintenance Operating Group or Office, Clerical and Technical Unit; as a replacement for a permanent employee on a leave of absence from the Maintenance Operating Group or Office, Clerical and Technical Unit; or as a casual employee to provide specific services for a period not exceeding one (1) calendar year. Should a temporary employee in the Office, Clerical and Technical Unit be retained beyond eighteen (18) months, such employee shall be considered Permanent from the original date of hire and the Probationary period shall be waived. Should a Temporary Janitor in the Maintenance Department be held beyond one year, such an employee will be considered permanent from their eighteen (18) month anniversary date and the probationary period will be waived.

2) An employee who is hired as a substitute for a regular employee who has been summarily suspended for theft and/or pilferage or who has been absent for a period of fourteen (14) consecutive days inclusive of Saturdays, Sundays and Holidays for Sick Leave or Temporary Disability or Workers Compensation.

Except that if an absence due to any of the above circumstances is known from the outset to exceed fourteen (14) days, the replacement with a temporary toll

collector can occur as soon as possible thereafter.

3) An employee who is hired pursuant to Memorandum of Understanding dated March 31, 1998 and as modified by the Memorandum of Understanding of October 3, 2003 which is incorporated as Attachment I to this Agreement.

E. CLASS I

Part-Time Employee
Toll Collection -

An employee whose regular work hours will be eight (8) hours per day, sixteen (16) hours per week and scheduled for duty on Saturday and Sunday.

ARTICLE VIII

Hours of Work, the Work Day and Work

A. MAINTENANCE DEPARTMENT

1. The scheduled work week for the Maintenance Department shall be forty (40) hours per week, consisting of five (5) eight-hour work days.

2. The regular working hours for the standard shift will run from 8:00 a.m. to 4:30 p.m. on Mondays through Fridays, excluding holidays. Non-standard shifts, similarly, shall consist of an eight-hour work day. All shifts shall include two 15-minute break periods, and shall be exclusive of one-half (1/2) hour lunch period. Additional emergency breaks may be granted at the discretion of the supervisor, over and above those specified, for reasons of health, weather, etc. Break periods shall be specified by supervision dependent upon the circumstances. Lunch periods will be taken at the nearest Maintenance Facility to the job site.

3. There are presently a number of non-standard shift assignments and from time-to-time, additional non-standard shift assignments will be necessary. Persons employed prior to July 1, 1980, including technicians, and working standard shifts are not subject to changes in their basic shifts. Anyone hired on or after July 1, 1980, except cable/craft persons, may be required to work shift assignments, as such shifts are put into effect, starting with the most recent (having least seniority) employee within the classification and work group.

4. The beginning of non-standard shifts, both as to hour and day of the week, will be determined so that services will be available when needed. These shifts will be published as far in advance as practicable.

5. On all shift work there will be at least twelve (12) hours off between the end of one shift and the beginning of the next.

6. For shifts other than standard, there will be two (2) consecutive days off in each week, whenever possible.

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-hour work days in any one work week.

2. Each employee's work week shall be determined by a published schedule indicating his initial and concluding hour. The work week for all employees will commence with the number one shift each Monday morning and continue through the number three shift the next following Sunday night including check-out time.

3. Starting and closing time for all shifts shall be standard to all Interchanges.

4. The Toll Collection operation shall employ the following shifts, including check-out time:

Shift	Start	Finish
1	10:30 p.m. (Preceding Day)	7:00 a.m.
1C	5:30 a.m.	2:00 p.m.
2	6:30 a.m.	3:00 p.m.
2B	10:30 a.m.	7:00 p.m.
2C	1:30 p.m.	10:00 p.m.
3	2:30 p.m.	11:00 p.m.

5. Whenever possible, employees will be given two (2) consecutive days off in each scheduled work week.

6. The regular work day will include no more than seven (7) hours of booth duty, the remainder of the regular eight (8) hours of work represent check-out time and break time for each scheduled tour. Collectors will be allowed one-half (1/2) hour check-out time for each scheduled tour of duty at all interchanges, whether working an entry or an exit lane. There shall be two 15-minute breaks during the regular work day. An uninterrupted lunch period of one-half (1/2) hour will be provided at all interchanges. Insofar as possible, break and meals will follow a pre-arranged schedule and there shall be at least forty-five (45) minutes between an employee's break and meal period. However, where conditions warrant, employees may combine their breaks and meal period into a single relief, with the approval of the supervisor.

Additional emergency breaks may be granted at the discretion of the supervisor, over and above those specified, for reasons of health, weather, etc.

If, in an emergency, breaks or meal periods cannot be provided, employees will be compensated at overtime rates.

7. The work day will consist of a 24-hour period beginning at the time of the start of a collector's regularly scheduled shift. The work day may be reduced by four (4) hours, becoming a 20-hour period commencing with the start of a collector's regularly scheduled shift when shifts are being rotated and when heavy traffic conditions are anticipated. In no event will a collector 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, exclusive of check-out time.

8. (a) Rebidding of all schedules will occur only as needed with a minimum time to be once yearly unless the opening of additional facilities should require a special re-bid. Selections for positions shall be by Job Classification Seniority.

(b) Nothing herein shall prohibit the Authority from establishing and posting modified schedules of work dictated by changing traffic patterns; but changes in permanent schedules made for such reasons shall apply only to the next or subsequent schedules.

9. The Authority will actively seek to reduce the number of double-door operations in Tolls and will periodically review all such operations in its attempt to eliminate, except as needed, for lunch and meal periods.

10. The Authority will eliminate one-man operations.

11. Schedules will be revised to eliminate combination shifts except as performed by vacation reserve collectors.

12. The Authority will establish Monday through Friday schedules for all permanent Collectors.

13. Schedules will be posted two (2) weeks in advance of the effective date of each and the weekly lane schedules will be maintained as posted. Tour swaps in the Toll Collection Department will be permitted with at least 24-hours notice to supervision, provided a minimum of eight (8) hours of off-duty is provided for between shifts. Double tour swaps will be permitted only in emergency situations with the prior approval of supervision.

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

15. Temporary employees may be used as a substitute for a regular employee who has been summarily suspended for theft or pilferage, or absent on sick leave, temporary disability or workers compensation as provided under Article VII, D, 2. or as a replacement for regular employee who has separated from service on or after March 31, 1998 pursuant to terms of Memorandum of Understanding dated March 31, 1998 and as modified by the Memorandum of Understanding of October 3, 2003, which is incorporated as Attachment I to this Agreement.

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

C. OFFICE, CLERICAL AND TECHNICAL UNIT

1. The scheduled work week shall be thirty-five (35) hours per week, consisting of five (5) 7-hour work days.
2. The regular hours of work on a scheduled work day shall be the first seven (7) hours worked, except for Communications Dispatchers as described in VIII (C) 3 below, and time thereafter shall be considered overtime.
3. Communications Dispatchers shall work a 40-hour week, consisting of five (5) 8-hour work days in any one work week. Schedules will be posted as far in advance as practical and the Authority will not change posted schedules unless requested by or agreed upon by the individual(s) affected. (The Operations Department shall employ the following shifts for the Communications Dispatchers:)

<u>Shift</u>	<u>Start</u>	<u>Finish</u>
1	10:45 p.m.	6:45 a.m.
2	6:45 a.m.	2:45 p.m.
3	2:45 p.m.	10:45 p.m.

4. There shall be a 15-minute break period in the first half of the work day and a continuation of past practice in the second half. There will be a one (1) hour uncompensated lunch period provided. There shall be a wash-up period of five (5) minutes at the end of the work day.

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) New employees will serve an active probationary period of six (6) months commencing with the date of hire. There will be an option to provide for a three-month extension in the event unusual circumstances are involved, if agreeable to both the Authority and the Union, with the six-month rate of pay not becoming effective until the completion of the extended probationary period. Probationary employees will receive periodic reviews throughout the probationary period.

throughout the probationary period.

Probationary employees in the Toll Collection Department shall be deemed "permanent" under the terms of this Agreement following receipt, evaluation, and approval by the Department Head of all relevant performance information and statistics. Within a period not to exceed thirty (30) days, the employee's six-month rate of pay shall be paid retroactive to the date of the employee's successful completion of the probationary period.

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

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

2. Shift Differential

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

	2003
After 12:00 Noon	.50
After 6:00 p.m.	.65

(b) The Vacation Relief and Reserve employees in the Toll Collection Department and employees regularly involved in rotating shifts will, in lieu of the differential above, receive:

2003 .55

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

(d) For purposes of any paid leave time such as Holidays, Vacations, Sick Leave, etc., an employee shall be paid at the differential rate, if any, effective immediately prior to the leave.

(e) Shift differential will apply to the employee assigned to the shift for regular duty and not overtime. Employees working overtime shall be paid at the overtime rate computed for the shift for which they are regularly assigned, including differential and/or longevity pay, if any.

3. Inter-Departmental Transfers

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

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

(c) Employees transferring to a lower paying position shall:

a. Be placed on the next lower rate on the newly acquired scale and proceed along the newly acquired range according to the time schedules thereafter if length of service is less than four (4) years, or

b. Assume the Job Rate if at Job Rate prior to transfer.

4. Overtime Committee

The parties agree to form a Committee to study and make recommendations to the Executive Director and the Commissioners concerning meaningful methods of reducing all forms of overtime.

B. MAINTENANCE DEPARTMENT

1. Meal Allowance Application

For overtime of two (2) or more hours, a meal allowance will be paid. Employees who are required to work more than ten (10) continuous hours will receive one-half (1/2) hour off with pay and a meal allowance. During a declared emergency, the Authority will grant a meal allowance after each additional eight-hour period over the first ten (10) hours and appropriate paid 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. Holiday and overtime pay, mileage, and meal allowance will be paid within fourteen (14) days following the last day of the work week in which the same were incurred.

3. Special Assignment

a. The Authority will pay, in addition to all other pay, the sum of \$.70 per hour to employees in the Maintenance Person Classification who are temporarily assigned to the following duties:

1. Paving crew; rakers; tack coaters; screed men; dump-men; or calcium chloride sprayers.

2. Concrete saw operators, jack hammer/pavement breaker operators or burners.

3. Road service patrol

b. The Authority will pay in addition to all other pay the sum of \$.75 per hour to the employees who are assigned the duty of grass job leader.

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

4. Overtime Duty

(a) Every possible effort will be made to keep the overtime assignments equal among persons in the same classification and in the same work group.

(b) The work day and work week of operating employees of the Maintenance Department have been described previously. It is expected that each employee will be available for a reasonable amount of overtime. The Union assures the Authority that employees will work a reasonable amount of overtime and will assist the Authority in having employees available in an overtime situation. Overtime pay at the rate of time and one-half shall be paid

for any work in excess of eight (8) hours in one (1) day, or for work in excess of the 40-hour work week.

(1) In emergency situations involving snow and ice control, time and one-half shall be paid Monday through Friday for all hours worked after twenty-four (24) consecutive hours.

(c) Assignment for overtime duty shall be according to rules promulgated by the Maintenance Department, which shall not be in conflict with the Provisions of this Article.

(1) When held over for overtime beyond the scheduled working hours, each man will be required to work a minimum of four (4) hours and paid at time and one-half rates. When called out for overtime duty after the conclusion of their regular shift, each man reporting for such duty will be credited with a minimum of four (4) hours of pay calculated at time and one-half rates. Employees may be called in or scheduled to work two (2) hours before their regularly scheduled working hours, with a guarantee of two (2) hours minimum overtime pay.

Overtime pay will be calculated from the time a man reports to his regular place of duty or elsewhere as directed. When an employee is called in for overtime duty and is unable to proceed via Turnpike to his designated place of duty due to stoppage of traffic on all or part of the Turnpike, his pay will be calculated from the time of reporting to an Interchange.

(2) Any employee who refuses an overtime assignment will have his overtime record charged with eight (8) hours, or the hours worked by the man taking the assignment, whichever is greater. Employees called in for emergencies in Trades and/or Technical areas shall not be charged for hours worked. Employees refusing shall be charged.

(3) If an employee has arrived at his regular job location prior to the normal starting time and is directed to commence work in an emergency situation, he shall be paid solely on the basis of time and one-half pay for hours worked prior to the normal starting time. For all such work assigned, a minimum of one (1) hour's pay at time and one-half will be granted. Hours worked under these conditions will not be charged against the overtime roster.

(4) For overtime duty continuing beyond the regular work day, any employee who refuses this overtime will have his overtime record charged with the actual hours worked by the man taking the assignment.

(5) In an overtime situation, supervision will determine the number of workers required in each Job Classification. Selection for overtime duty, except as provided in items (6) and (9) below, will be on a rotation basis within Job Classification from a weekly roster. The roster will be effective Monday of each week and will reflect an up-to-date accumulation of hours to and including pre-shift overtime the same Monday. The roster will begin with the lowest number of hours in order to the highest number.

(6) On a holdover, the roster referred to in item (5) above, will be utilized unless the work involved is a continuation of work already in progress prior to the end of the regularly-scheduled shift; in which event, those employees working on the job will continue in that assignment. Whenever possible, the Steward or Alternate will be assigned to the held-over job. In a job continuation situation, additional and/or replacement personnel will be assigned from the overtime roster. The Union steward or alternate will assist the supervisor in the selection procedure.

(7) Overtime will be cumulative.

(8) A duplicate record of overtime lists will be provided for Union Stewards.

(9) The Union Steward or Alternate will be the first called out on an overtime situation within his classification, except in those cases where only one (1) person is required.

C. TOLL COLLECTION DEPARTMENT

1. Paychecks

Paychecks will be available each week before Friday at all Interchanges. Holiday and overtime pay, mileage and meal allowance will be paid within fourteen (14) days following the last day of the work week in which the same were incurred.

2. Overtime Duty

The work day and work week for operating employees of the Toll Collection Department have been described previously. Each collector is expected to be available for a reasonable amount of overtime. When overtime occurs, employees will be paid at time and one-half for any work beyond eight (8) hours in any work day, or in excess of the 40-hour work week. The Union assures the Authority that employees will work a reasonable amount of overtime and will assist the Authority in having employees available in an overtime situation. Under no condition shall compensation be in excess of two and one-half (2 1/2) times the base rate for hours worked, except as hereinafter provided in case of the guaranteed minimum.

(a) Emergency Overtime

(1) If called in for emergency duty, a minimum of four (4) hours pay will be guaranteed at time and one-half, unless the employee reports beyond the time requested, in which case, time and one-half for hours actually worked will be granted.

(2) Any holdover shall be paid a minimum of four (4) hours except in the case of coverage for lateness, which will provide a minimum of one (1) hour overtime, or the hours actually worked, whichever is greater.

(b) Time Change

In those instances involving change of time in the Spring and Fall of each year, payment will be made in accordance with the following:

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

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

(c) Overtime Equalization

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

(2) As opportunities for overtime work arise, the collectors at each Interchange will be called upon to perform such overtime work in balanced rotation, by Interchanges, except when the need for overtime work requires that a collector be held over beyond his regular eight (8) hours of work.

(3) Overtime will be equalized as much as possible by a cumulative system. Refusals or non-availables will be treated as overtime worked and they shall be charged in the rotation system with the hours worked by their replacement. An overtime list showing the cumulative hours of overtime worked will be posted at each Interchange with a copy to be provided to the Union Steward.

(d) Extended Tour Check-Out Time

Whenever a collector's overtime is connected to his scheduled tour, or he is working a double tour, he

will be entitled to take his half-hour check-out time near the end of the first tour worked, or after his next tour starts. Either selection is to be with the approval of the supervisor.

(e) Meal Allowance

In case of a holdover or call-in overtime, a meal allowance shall be paid and a meal period granted when the employee's time on duty equals twelve (12) or more continuous hours of work. The employee shall be paid one-half (1/2) hour at time and one-half if the meal period cannot be granted.

(f) Overtime - Filling a Regular Tour

Any regular tour, for which neither the assigned collector, vacation reserve Collector, Part-Time Collector, a seasonal employee is available, shall be completed or filled by a holdover or call-in for the full period of the tour.

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

In the event no Collector is available within a Section to cover a Mandatory Lane, the Division Manager may require filling the schedule with a Collector from another Section. However, in the covering of a 'traffic' lane on the regular schedule, the Division Manager is not required to fill the lane.

All Part-Time employees will only be eligible for duty on Monday through Friday after all Permanent and Probationary employees within the Department have been canvassed.

3. Long Term Absence of Stock Service Clerk

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

D. OFFICE, CLERICAL AND TECHNICAL UNIT

1. Special Assignment

a. Employees who are assigned to fill in or take the place of an employee in a higher classification upon starting, shall receive the higher rate of pay, plus the assigned employee's longevity, provided that the combined new rate of pay does not exceed the combined rate of pay of the employee being replaced. In the event the combining of the base rate plus the assigned employee's longevity exceeds the combined rate of the employee being replaced, the maximum payable to the assigned employee shall be the combined rate of the employee being replaced. Supervisors shall notify an employee of the special assignment prior to the employee undertaking said special assignment.

b. An employee temporarily assigned for a period exceeding one month (30) days consecutively shall receive Leaves of Absences and Benefits at the higher rate of pay until such employee is restored to his or her former position.

c. It is understood that a break in assignment due to Vacation, Illness, a Holiday, or such other Leave of Absence does not constitute an actual change in assignment as long as assignment continues at least one day after leave. For example, if Wednesday is a Holiday and employee "A" is assigned to a higher level position for that week, the Holiday is not considered to be a "break" in assignment and Monday, Tuesday, Thursday and Friday will be considered to be four consecutive days.

2. Overtime Duty

Every possible effort will be made to keep the overtime assignments equal in the same classification and in the same work group. It is expected that each employee will be available for a reasonable amount of overtime.

Overtime pay at the rate of time and one-half shall be paid for any work in excess of seven (7) hours in one (1) day, except for Communications Dispatchers' and Parts & Materials Assistants' work which shall be in excess of eight (8) hours per day, or for work in excess of 35-hour work week, except for Communications Dispatchers and Parts & Materials Assistants for work in excess of a 40-hour work week as follows:

a. When an employee in the Unit is called out from home, such employee will be credited with a minimum of three (3) hours work calculated at the overtime rate.

b. When an employee is held over for duty beyond the scheduled working hours, such employee will be credited with a minimum of one (1) hour's work calculated at the overtime rate.

c. When an employee begins overtime work prior to the start of the scheduled working hours, such employee will be paid for the time actually worked calculated at the overtime rate.

d. The Authority shall pay a Meal Allowance for two (2) hours or more on holdover and an additional Meal Allowance for each seven (7) continuous hours worked thereafter.

e. There shall be no pyramiding of overtime.

3. Paychecks will be available each week on Friday. Holiday and overtime pay, mileage, and meal allowance will be paid within fourteen (14) days following the last day of the work week in which the same are incurred.

4. OCT employees who are called in as snow augmentation list volunteers shall receive mileage from their home to the work assignment. If called for snow augmentation duty while at work, mileage will be calculated from their work location to the assigned work site.

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
Job Assignments, Operating Unit

A. Transfers

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

2. Employees in the same job title as a posted position shall notify their Department Head, in writing, within eleven (11) days of the date of the posting that they wish to be transferred to the location posted. Selection for the position shall be on the basis of job classification seniority of those requesting transfer. This transfer procedure shall be exhausted before application of the promotional provisions of this agreement.

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

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

5. When a vacancy or vacancies exist within the operating unit for Toll Collection, a notice of this will be posted within the Section in which it occurs for a period of eleven (11) days. In addition, any vacancy or vacancies occurring as a result of the positing will also be filled at the same time. Those interested in an announced vacancy or any vacancies developing as a result of filling same should complete the Section Bid Form. This form will list all the possible choices within the Section and the person bidding should indicate his choice or choices in order of their desirability. This form may also be used to indicate a desire for transfer to another Section. Selections shall be on the basis of Job Classification Seniority.

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

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

B. Temporary Assignments

1. Employees may be temporarily assigned to duty at locations other than those to which they are regularly assigned. Travel cost will be compensated whenever the Turnpike distance between the location of his regular assignment and of his temporary duty assignment exceeds five (5) miles round-trip and Turnpike transportation is not provided.

2. Where a maintenance employee is temporarily assigned to duty in districts or shops other than those to which he/she is regularly assigned, the hours of work will be calculated from and to the time of reporting in and out at the district or section to which he/she is regularly assigned, unless the district or section to which the maintenance employee is temporarily assigned is closer to his/her home in which case the hours of work will be calculated from and to the time of reporting in and out at the district or section to which he/she is temporarily assigned.

3. Temporary Assignments in Maintenance will be offered to employees on the basis of Job Location Seniority or Job Classification Seniority, whichever is applicable. If no one accepts the assignment, the assignment will be made on the basis of inverse seniority. Effort will be made, whenever possible, to indicate in advance of offers to affected employees, the length of time of a Temporary Assignment.

4. (a) An employee temporarily assigned for a period exceeding one month (30) days consecutively shall receive Leaves of Absence and Benefits at the higher rate of pay until such employee is restored to his or her former

position.

(b) It is understood that a break in assignment due to Vacation, Illness, a Holiday, or such other Leave of Absence does not constitute an actual change in assignment as long as the assignment continues the day after the Leave of Absence concludes. For example, if Wednesday is a Holiday and employee "A" is assigned to a higher level position for that week, the Holiday is not considered to be a "break" in assignment and Monday, Tuesday, Thursday and Friday will be considered to be four consecutive days.

5. Personnel temporarily assigned to a supervisory position will be paid the employee's regular rate plus \$1.00 per hour for time served in the supervisory position.

C. Inter-Departmental Transfers

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

2. The Authority shall reassign any employee failing to satisfactorily complete the trial period to his former classification where a vacancy exists.

3. Vacancies filled in accordance with (1) and (2) above will be on a trial basis for a period of six (6) months. New employees on probation shall be considered for filling vacancies under this provision.

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

ARTICLE XII

Promotions, Operating Unit

A. It is the desire of the Union and the Authority to advance and promote those employees within the negotiating unit who are senior to other employees in the unit and are most qualified for advancement and promotion. Promotions and advancement to vacancies within the negotiating unit first will be made available to eligible employees within the respective department, i.e., Toll Collection vacancies in the negotiating unit will be made available to employees in the Toll Collection Department; Maintenance Department vacancies will be made available to eligible employees in the negotiating unit in the Maintenance Department.

B. Promotion or advancement to a job classification in the Toll Collection Department and the Maintenance Department, respectively, will be predicated upon the following:

1. Posting shall consist of the formal announcement of an existing or anticipated vacancy in a department within the negotiating unit (Toll Collection or Maintenance Department). The announcement shall include a complete description of the vacancy to be filled, duties to be performed, and prequalification requirements. The announcement shall be posted on all bulletin boards in Maintenance Districts or Toll Plazas, as the case may be, for no less than eleven (11) consecutive days, (264 hours).

2. Eligible employees in the respective department within the negotiating unit who wish to bid on the existing or anticipated vacancy will be given the opportunity of filing a job bid form. The job bid form shall be filed with the respective Department Head in which the vacancy does or will exist, and a copy of the job bid form will be forwarded to the President of the Union, or his designee, no later than midnight of the eleventh day of posting. All bids for posted positions will be date stamped.

3. All eligible job bidders will be required to successfully complete a standardized, job-related, written and/or oral examination and physical. Examinations shall be prepared by the Authority. The Union shall have access to examination results.

4. All eligible job bidders who successfully complete the examination will be listed in the order of their final numerical average for both written and oral examinations, except that employees who have successfully completed the prescribed pre-qualification examination and who are senior in years of service shall be given preference for selection for advancement or promotion over junior employees in years of service who may have substantially the same numerical rating. Each employee on a Promotional List shall be permitted one (1) refusal to accept an offer within the employee's Division in Maintenance, or Section in Tolls. Upon an employee's second refusal to accept an appointment from the list within the Division or Section, such employee shall be removed from the list.

5. There shall be an Apprentices Program in the Maintenance Department, which will provide a combination of educational and on-the-job training by means of which employees can achieve placement on Promotional Lists for Trades and Technicians. This Program will be under the direction of an "Apprentice Program Review Committee," consisting of representatives of the Authority and the Union. The Committee shall be empowered to adopt rules and procedures for the Program's operation. Rules and procedures adopted by the Committee may waive, modify, or substitute for requirements otherwise needed to achieve promotional levels for Trades and Technicians.

a) Employees involved in on-the-job training shall receive an additional rate of thirty cents (\$.30) per hour added to their base rate of pay but, in no event shall their rate of pay exceed the Job Rate for Trades. This Apprentices Rate shall be paid on a daily basis to those employees actually assigned to on-the-job training.

6. Every effort will be made to advance or to promote eligible employees within the department in which the vacancy exists or is anticipated. No attempt will be made to recruit outside of the negotiating unit until posting and bidding procedures have been exhausted in both departments, (Toll Collection or Maintenance), which constitute the negotiating unit.

7. All employees who are appointed within the negotiating unit and which are clearly recognized as advancement or promotion will be subject to a working test period of no more than six (6) months. The determination by the Authority that an employee has failed to successfully complete the working test period shall not be considered a disciplinary action, but it will be subject to the grievance procedures outlined in this agreement. If unsatisfactory, the employee shall revert to the previously held classification and rate without loss of seniority.

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

ARTICLE XIII

Promotions and Transfers, Office, Clerical and Technical Unit

A. It is the desire of the Union and the Authority to advance and promote those employees within the negotiating unit who are most qualified for advancement and promotion and who are senior to other employees in the unit. Promotion to vacancies will be made available to unit employees first within the respective department, then from other departments.

B. Promotion to a Job Classification will be predicated upon the following:

1. Posting shall consist of the formal announcement of an existing or anticipated vacancy within the affected department. It shall include a complete description of the vacancy to be filled, duties to be performed, and prequalification requirements. The announcement shall be placed on all bulletin boards within the affected department for eleven (11) days.

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

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

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

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

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

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

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

5. All qualified candidates who are promoted or transferred will be required to successfully complete a six-month working test period. Such working test period shall be considered an extension and integral part of the qualifying process. Unsuccessful appointees will be informed in writing of their disqualification and a copy will be sent to the Union. Whenever possible, the Authority will return those appointees, who are not successful in completing the working test period, or who wish to withdraw, to a position in their former classification and salary.

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

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

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

9. Where practicable, effort will be made to maintain and apply promotional lists of previously qualified personnel through testing. However, at its discretion, the Authority may abolish such listings and retest if required due to changes in the job content and responsibilities of the position.

10. Employees will be moved whenever possible into the new position within 60 days after acceptance for promotion, demotion or transfer but no later than 90 days after acceptance for promotion, demotion or transfer. The actual timing of the move shall be worked out between the respective Department Heads. If an employee is unable to move due to business necessity, the employee shall begin receiving the new rate of pay on the first working day following 90 days. Management will continue efforts to move the employee to the new location and position. In case of demotion, the employee shall retain current pay rate until the actual transfer takes place.

ARTICLE XIV

Promotion to Management Positions, Operating Unit

A. It is the intention of the Authority, in cooperation with the Union, to promote to first level management or first level supervisory positions in the operating departments, those employees who are most qualified and, wherever possible, those who are senior in years of service to other qualified candidates. Promotional opportunities within in the Toll Collection Department will be restricted to employees in that department. Promotional opportunities in the Maintenance Department shall be restricted to employees in the Maintenance Department.

B. The Authority shall announce and post for each department constituting the negotiating unit the lines of promotion to first level management or supervisory positions.

C. Employees who are interested in the respective promotional opportunities which are available to them shall be required to take a prescribed battery of formal job-related examinations conducted by the Authority for the specific first level management, or first level supervisory position, or positions. The names of all candidates who meet the standards fixed for the respective examinations will be placed on a promotional list in the order of their seniority. Such list shall hereafter be referred to as the Promotional Pool. Candidates who have met the minimum standards for the respective examination shall only be eligible for promotion to the position or positions, for which they have been tested.

D. In the establishment of the Promotional Pool, all existing and anticipated first level management or supervisory vacancies will be announced and posted at all Toll Plazas and Maintenance Districts, respectively. The posted notice will contain the management or supervisory job title, the work location of the existing or anticipated vacancy, and the closing date for the filing of bid applications. The closing date shall not be less than eleven (11) days from the date of posting, and may be extended by mutual agreement. Copies of all posted notices shall be sent to the Union. Employees in the Promotional Pool who are eligible for the posted vacancy, or anticipated vacancy, must declare their interest in promotion in writing. The declaration of interest shall be addressed to the Department Head in the operating group in which the vacancy or anticipated vacancy exists.

E. Selection from the Promotional Pool for vacancies shall be made on the basis of the order of seniority of those on the list. However, the Authority reserves the right to select one (1) junior employee from the list for each senior employee appointed from the list. The senior employee so by-passed shall be the next eligible candidate appointed. Upon rejection of a second offer for a promotion within the division in which the employee works in Tolls, or within the division in Maintenance, said employee shall be removed from the list, but shall thereafter be eligible for testing for additional subsequent lists.

F. All qualified candidates who are promoted will be required to successfully complete a six-month working test period. Such working test period shall be considered an extension and integral part of the qualifying examination process. Unsuccessful appointees will be informed in writing of their disqualification, and the Union and its representatives will be given the opportunity to review the documented reasons for such disqualification. Appointees who are not successful in completing the working test period shall be returned to a position in their former classification without reduction in the salary which had been fixed for that classification and without loss of seniority.

G. It is agreed that the Authority will exhaust every effort to promote the most qualified and most senior employees before making any attempt to recruit non-members of the negotiating unit. However, the Authority may freely transfer management and supervisory personnel. Such transfers shall, in all cases, take precedence over the promotional privileges herein set forth.

H. Promotional examinations for each of the several existing or anticipated first-level management or supervisory positions in the Toll Collection and Maintenance Departments shall be conducted as required so as to maintain at least three (3) names on each list, or in those instances where it is not practicable to maintain this number, a lesser number will be acceptable. All existing lists will remain until exhausted with no time expiration date.

ARTICLE XV
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, his supervisor may require a physician's report or other justification relating to these patterns, or chronic absences, for the purpose of determining possible disciplinary action or dismissal.

Absences due to illness or off-job injury will be compensated as provided under Paid Sick Leave Policy. When absence extends beyond two (2) consecutive work days in the Operating Unit, and three (3) consecutive work days in the Office, Clerical and Technical Unit, a doctor's certificate or such form as may be prescribed by the Authority must be presented upon the employee's return to work. When no certificate is presented, the time will be considered leave without pay. The paid leave policy does not apply to occupational disabilities covered under Worker's Compensation laws. No absences with pay will be authorized except those herein enumerated.

Employees in the Office, Clerical and Technical Unit shall be permitted to take leave time, excluding vacations, on the basis of individual hours.

Reporting Absences in Tolls

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 before the start of the 1C and 2 tour and three (3) hours before the start of all other tours, namely 1, 2B, 2C, and 3. Continued abuse of this provision will be subject to disciplinary action.

2. Sick Leave and Personal Leave

Sick Leave Definition

For 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 death in the immediate family in excess of that prescribed under Article XV, Paragraph A, (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 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.

Sick leave will be banked up upon the one year anniversary of the date of hire.

The Authority reserves the right to conduct at its own expense such health programs and individual medical examinations as it may consider necessary to the health and welfare of all personnel, as well as individual employees. 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 for in this agreement.

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

- (a) New employees shall be allowed one (1) sick day per working month during the first year of employment and for the remainder of that calendar year ending December 31. One (1) personal leave day may be granted for each five (5) earned sick leave credits. Thereafter, each employee will be credited with fifteen (15) sick leave days per year, five (5) of which may be used for personal leave at the option of the employee. Employees, upon notification, may designate these personal days for personal reasons and may not be required to use these personal days for sickness. In addition, each employee shall receive three (3) separate personal days per year. New employees shall have their personal leave days prorated based upon their date of hire. If these personal days are not used by the end of the calendar year in which they were credited, they will be forfeited. Personal leave will be granted subject to the following restrictions:

None will be granted on a holiday.

Personal leave days are not cumulative.

Personal leave days will not be substituted for any prior excused or unexcused absences without pay.

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

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

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

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

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

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

(c) On retirement an employee's current sick bank will be paid on a prorated basis to reflect months of service worked in the year of retirement or death at the rate of 1/12 for each full month.

(d) 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, off-job injury and personal leave will be chargeable under this policy.

(e) During the first five (5) years of employment, an employee may at the conclusion of each year, at his option, convert up to five (5) days of his accrued credits for that 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.

(f) Employees with less than four (4) years of service will be permitted to cash-in unused Sick Leave in excess of five (5) days subject to the limitations of subparagraph (e) above.

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 year - 13 weeks of benefits.

After two 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 (1) 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) Dependent upon unit to which assigned, payment is made as follows:

Operating: Payment is 80% of any employee's regular salary. An employee is eligible for the benefit after using all paid leave credit. There shall be a five-day waiting period for each disability. The first waiting period shall be without pay. On second and subsequent waiting periods, the five (5) days are recoverable with pay after the sixth continuous work day of proven disability.

Office, Clerical and Technical: Payment at 100% of an employee's regular salary. An employee is eligible for the benefit after using all paid leave credit.

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

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

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

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

TEMPORARY DISABILITY CHART

7/1/03 - 6/30/07

STRAIGHT TIME BASIC WEEKLY RATE

WEEKLY DISABILITY BENEFIT

\$435 but less than \$440	\$352
\$440 but less than \$445	\$356
\$445 but less than \$450	\$360
\$450 but less than \$455	\$364
\$455 but less than \$460	\$368
\$460 but less than \$465	\$372
\$465 but less than \$470	\$376
\$470 but less than \$475	\$380
\$475 but less than \$480	\$384
\$480 but less than \$485	\$388
\$485 but less than \$490	\$392
\$490 but less than \$495	\$396
\$495 but less than \$500	\$400
\$500 but less than \$505	\$404
\$505 but less than \$510	\$408
\$510 but less than \$515	\$412
\$515 but less than \$520	\$416
\$520 but less than \$525	\$420
\$525 but less than \$530	\$424
\$530 but less than \$535	\$428
\$535 but less than \$540	\$432
\$540 but less than \$545	\$436
\$545 but less than \$550	\$440
\$550 but less than \$555	\$444
\$555 but less than \$560	\$448
\$560 but less than \$565	\$452
\$565 but less than \$570	\$456
\$570 but less than \$575	\$460
\$575 but less than \$580	\$464
\$580 but less than \$585	\$468
\$585 but less than \$590	\$472
\$590 but less than \$595	\$476
\$595 but less than \$600	\$480
\$600 but less than \$605	\$484
\$605 but less than \$610	\$488
\$610 but less than \$615	\$492
\$615 but less than \$620	\$496
\$620 but less than \$625	\$500
\$625 but less than \$630	\$504
\$630 but less than \$635	\$508
\$635 but less than \$640	\$512
\$640 but less than \$645	\$516
\$645 but less than \$650	\$520
\$650 but less than \$655	\$524
\$655 but less than \$660	\$528
\$660 but less than \$665	\$532
\$665 but less than \$670	\$536
\$670 but less than \$675	\$540
\$675 but less than \$680	\$544
\$680 but less than \$685	\$548
\$685 but less than \$690	\$552
\$690 but less than \$695	\$556

TEMPORARY DISABILITY CHART
7/1/03 - 6/30/07

<u>STRAIGHT TIME BASIC WEEKLY RATE</u>	<u>WEEKLY DISABILITY BENEFIT</u>
\$695 but less than \$700	\$560
\$700 but less than \$705	\$564
\$705 but less than \$710	\$568
\$710 but less than \$715	\$572
\$715 but less than \$720	\$576
\$720 but less than \$725	\$580
\$725 but less than \$730	\$584
\$730 but less than \$735	\$588
\$735 but less than \$740	\$592
\$740 but less than \$745	\$596
\$745 but less than \$750	\$600
\$750 but less than \$755	\$604
\$755 but less than \$760	\$608
\$760 but less than \$765	\$612
\$765 but less than \$770	\$616
\$770 but less than \$775	\$620
\$775 but less than \$780	\$624
\$780 but less than \$785	\$628
\$785 but less than \$790	\$632
\$790 but less than \$795	\$636
\$795 but less than \$800	\$640
\$800 but less than \$805	\$644
\$805 but less than \$810	\$648
\$810 but less than \$815	\$652
\$815 but less than \$820	\$656
\$820 but less than \$825	\$660
\$825 but less than \$830	\$664
\$830 but less than \$835	\$668
\$835 but less than \$840	\$672
\$840 but less than \$845	\$676
\$845 but less than \$850	\$680
\$850 but less than \$855	\$684
\$855 but less than \$860	\$688
\$860 but less than \$865	\$692
\$865 but less than \$870	\$696
\$870 but less than \$875	\$700
\$875 but less than \$880	\$704
\$880 but less than \$885	\$708
\$885 but less than \$890	\$712
\$890 but less than \$895	\$716
\$895 but less than \$900	\$720
\$900 but less than \$905	\$724
\$905 but less than \$910	\$728
\$910 but less than \$915	\$732
\$915 but less than \$920	\$736
\$920 but less than \$925	\$740
\$925 but less than \$930	\$744
\$930 but less than \$935	\$748
\$935 but less than \$940	\$752
\$940 but less than \$945	\$756
\$945 but less than \$950	\$760
\$950 but less than \$955	\$764

TEMPORARY DISABILITY CHART

7/1/03 - 6/30/07

STRAIGHT TIME BASIC WEEKLY RATE

WEEKLY DISABILITY BENEFIT

\$955 but less than \$960	\$768
\$965 but less than \$970	\$776
\$970 but less than \$975	\$780
\$975 but less than \$980	\$784
\$980 but less than \$985	\$788
\$985 but less than \$990	\$792
\$990 but less than \$995	\$796
\$995 but less than \$1000	\$800
\$1000 but less than \$1005	\$804
\$1005 but less than \$1010	\$808
\$1010 but less than \$1015	\$812
\$1015 but less than \$1020	\$816
\$1020 but less than \$1025	\$820
\$1025 but less than \$1030	\$824
\$1030 but less than \$1035	\$828
\$1035 but less than \$1040	\$832
\$1040 but less than \$1045	\$836
\$1045 but less than \$1050	\$840
\$1050 but less than \$1055	\$844
\$1055 but less than \$1060	\$848
\$1060 but less than \$1065	\$852
\$1065 but less than \$1070	\$856
\$1070 but less than \$1075	\$860
\$1075 but less than \$1080	\$864
\$1080 but less than \$1085	\$868
\$1085 but less than \$1090	\$872
\$1090 but less than \$1095	\$876
\$1095 but less than \$1100	\$880
\$1100 but less than \$1105	\$884
\$1105 but less than \$1110	\$888
\$1110 but less than \$1115	\$892
\$1115 but less than \$1120	\$896
\$1120 but less than \$1125	\$900
\$1125 but less than \$1130	\$904
\$1130 but less than \$1135	\$908
\$1135 but less than \$1140	\$912
\$1140 but less than \$1145	\$916
\$1145 but less than \$1150	\$920
\$1150 but less than \$1155	\$924
\$1155 but less than \$1160	\$928
\$1160 but less than \$1165	\$932
\$1165 but less than \$1170	\$936
\$1170 but less than \$1175	\$940
\$1175 but less than \$1180	\$944
\$1180 but less than \$1185	\$948
\$1185 but less than \$1190	\$952
\$1190 but less than \$1195	\$956
\$1195 but less than \$1200	\$960
\$1200 but less than \$1205	\$964
\$1205 but less than \$1210	\$968
\$1210 but less than \$1215	\$972
\$1215 but less than \$1220	\$976

TEMPORARY DISABILITY CHART

7/1/03 - 6/30/07

<u>STRAIGHT TIME BASIC WEEKLY RATE</u>	<u>WEEKLY DISABILITY BENEFIT</u>
\$1220 but less than \$1225	\$980
\$1225 but less than \$1230	\$984
\$1230 but less than \$1235	\$988
\$1235 but less than \$1240	\$992

4. Attendance in Court

(a) Absences as the result of attendance in court must be substantiated by a regular subpoena, warrant or court order. No pay shall be granted when an employee is himself plaintiff, petitioner, or defendant in the action, unless the employee is a co-defendant with the Authority. Employees subpoenaed as witnesses due to outside employment may be paid for such time provided it is charged to either Personal Leave or Sick Leave.

(b) Any employee joined as co-defendants with the Authority or appearing in its behalf shall be paid in accordance with normal pay policy.

5. Military Field Training - subject training does not include weekend attendance at meetings, rifle range, etc.

(a) Any permanent full-time employee who is a member of the National Guard, the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or some organization affiliated therewith shall be entitled to a leave with pay on all days on which he is ordered to military field training, in accordance with New Jersey State law. Members of the National Guard or Armed Forces Reserves called to service during time of war or under declared emergencies shall be entitled to leave with pay.

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

6. Veterans Administration - Medical Appointments will be considered as leave with pay when instituted by the Veterans Administration only.

7. Jury Duty

a) Jury Duty shall be considered on a weekly basis and, with proper notification and certification, 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 he or she 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 day spent on grand jury. No employee will be required to work more than five days, including grand jury duty time, in any one 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 so notify the Court that he or she is entitled to said exemption by virtue of employment with the Turnpike Authority.

(f) In the Office, Clerical and Technical Unit in the event an employee is released from Jury Duty prior to Friday, and is not required to return, such employee shall be required to report to work (if scheduled) until credited with 5 days of work for that week.

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.

9. State of Emergency

In the event the Governor declares a statewide "State of Emergency" (or a municipality or county official declares a local state of emergency) whereby citizens are ordered to stay off the roadways in New Jersey due to weather conditions or other unforeseen emergency, essential employees on duty and those who come to work on their shift or on overtime after the declaration is made, will receive a \$50.00 bonus. Essential employees unable to report for duty due to aspects of the "State of Emergency," will be considered on "Authorized Leave with Pay." Only employees with pre-scheduled single personal day or single vacation days will be recharged their time.

B. Vacation

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 to an attainment of eight (8) weeks for employees hired before June 30, 1980, and six (6) weeks for employees hired on or after June 30, 1980.	1 additional day

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 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:

a. Cash in unused days over 15 of the current year's entitlement on or before December 10th of each year.

b. Accumulate unused days over 15 of the current year's entitlement until separation from employment.

(c) The Authority will provide a separation package to those employees who retire with 10 or more years of service at an amount of \$300 for each full year of service. The same benefit will be applied to those employees who are deceased while in the employ of the Authority.

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

(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 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) Toll Collectors will be given the choice of vacation periods by subdivision as now or may hereafter prevail. Collectors with fifteen (15) or more years of service will be allowed to take up to five (5) 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 Collectors desiring to take up to five (5) single vacation days will declare this intent at the time vacation periods are selected. Collectors with twenty (20) or more years of service will be allowed to take up to ten (10) single vacation days provided that the use of all single vacation days are declared during vacation picks. No more than five (5) employees at one time in each section shall be granted single vacation days in the Toll Collection Department, except with the approval of the Department Head. Only four (4) employees at one time in each section shall be granted single vacation days on a Holiday, except with the approval of the Department Head. Collectors shall choose vacation periods on the basis of job classification seniority under the following stipulations:

SUMMER VACATIONS

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

A minimum of fifteen (15) summer vacation selections per week per section will be posted. Additional summer vacation selections will be posted to meet the needs of each Collector's summer vacation entitlement within each section.

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

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

Collectors with less than one (1) year of service will not normally be eligible for a summer vacation except that any summer week not picked after selections under the above provisions have been made will then be made available on a seniority basis.

NON-SUMMER VACATIONS

Vacations during the non-summer period will be provided so that twelve (12) vacation selections will be made available per week per Section.

Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of Authority business, or is deferred at the written request of the employee prior to March 1 of the year the vacation is to be delayed and with Departmental concurrence, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding vacation year only. Such accumulation of vacation shall not, however, be taken during the summer vacation period.

A collector has 24 hours after he has been given his vacation choices to make a selection. However, if an additional 24 hour period is requested, it will be granted. If he does not select during this period, he will be bypassed. When he has made known his choice of selections, he will be given what is available at this time, even if a junior man has already selected.

(h) All Office, Clerical and Technical employees with one or more years of service shall be entitled to one (1) week's vacation during summer months. Summer months shall be July and August. Vacation selections shall be with preference based on total Turnpike seniority.

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

C. Leaves Without Pay

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

1. Sickness

(a) When an employee has exhausted temporary disability sick 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 months or until an 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 the cost of healthcare plans covering the individual employee and such employee's dependents, if the employee himself previously carried such coverage and will pay 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 induction or enlistment into the Armed Forces as set forth below:

(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 months or longer.

- a) Six months to one year of employment, one-half of a month's pay.
- b) One or more years of employment, one month's pay.
- c) 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 XVI Grievance Procedure

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

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

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

Pertinent work records will be made available during the discussion of grievances. All parties shall have the right to present, examine, and cross-examine witnesses and to present and examine evidence.

Step #1

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

Step #2

If, after discussion, the grievance or complaint is not settled, it shall then be placed in writing by the employee or the Union on the appropriate form within fifteen (15) days of the occurrence of the cause of such complaint; and an answer will be furnished in writing within five (5) days by supervision. The five (5) day period shall begin when the grievance is received at the Authority's Department of Human Resources. If the grievance is not answered within the five (5) day period, it shall be deemed upheld. If the grievance is not resolved at this Step, it will be forwarded to the Labor Relations Committee. An automatic extension of the five day response time period will be granted to thirty (30) days for multi-employee grievances.

The Labor Relations Committee shall consist of two (2) Labor representatives appointed by whatever manner the Union shall deem best, provided that at least one representative shall be from the same Operating Group (Maintenance, Tolls, or Office-Clerical-Technical) as the aggrieved, and two (2) Management representatives who either work at the Authority or are management consultants. The representatives of the Operating Group shall be interchangeable. Where either the Union or Management representatives are directly connected or will present testimony or evidence concerning the grievance, the respective party will designate a substitute to hear the grievance.

Step #3

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) working days of the hearing.

If the Union remains aggrieved at the completion of the aforementioned procedures, it may, within fifteen (15) 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 by the loser.

If the decision of the Labor Relations Committee has Authority-wide impact on matters of critical policy or substantial monies, the Authority has the limited right in these instances only to appeal an adverse decision to arbitration. This limited right will be used only in these enumerated instances and not to appeal individual grievances or small group grievances.

In the event a multi-employee situation arises, the Union 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 #2 of the Grievance Procedure, may become subject to Arbitration.

ARTICLE XVII **Disciplinary Action**

Each employee in the negotiating units 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 units. 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 supervisor within the departments which constitute the negotiating units shall be responsible for the communications of all changes, modifications, or amendments of rules, regulations, and procedures, to the employees for whom they have responsibility.

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

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

Informal reprimands should be documented by each supervisor and thoroughly discussed with the offending employee, and a copy sent to the Union. In the event the employee wishes to appeal the reprimand, he may request a hearing which shall be granted according to the procedures set forth under Minor Discipline.

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

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

The employee involved in a minor disciplinary action shall be advised of the date, time, and place of the hearing of the charges. The hearing notice shall be served upon the employee no less than five days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The employee shall be entitled to and may select representation of his own choice. In all cases, the Union shall receive a copy of the Advisory Notice of Disciplinary Action. The Union shall be invited to attend the hearing, notwithstanding the fact that the employee may have elected to be represented by a non-Union member or a person having no affiliation with the Union or the negotiating unit.

As a respondent, the employee involved shall be entitled to request in his defense such witnesses as he may wish to have present, and shall have the right of cross-examination of all witnesses and the right to have made available to him such records, files, and documents as he may consider necessary to his defense. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the hearing officer, who shall be a member of the Human Resources Department will issue a report of his/her findings. (In case of the designee, the recommendation is made to the Director of Human Resources and the affected Department Head.) Upon approval by the Department Head, the employee or employees involved will be advised of the findings.

Any employee who is found guilty of violation of rules, regulations, or procedures, shall have the right to appeal in writing to the Executive Director, within five 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 Union may submit the matter to binding arbitration. All requests for binding arbitration shall be filed within ten (10) working days after receipt of the decision of the Executive Director. Copy of said request shall be given to the Authority. The cost of arbitration shall be borne by the loser.

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

B. Major Discipline shall consist of those major or flagrant violations of rules, regulations, or procedures, which may be based upon a supervisor'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 a major 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 days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The employee shall be entitled to and may select representation of his own choice. In all cases, the Union shall receive a copy of the Advisory Notice of Disciplinary Action. The Union shall be invited to attend the hearing, notwithstanding the fact that the employee may have elected to be represented by a non-Union member or a person having no affiliation with the Union or the negotiating unit.

In all cases involving Major Discipline in which a penalty of more than five (5) days, fine, demotion, or dismissal has been recommended, the hearing officer who is a member of the Human Resources Department, shall render a decision no less than 72 hours, nor more than forty-five (45) days, after the conclusion of the hearing or hearings.

As a respondent, the employee involved shall be entitled to request in his defense such witnesses as he may wish to have present, and shall have the right of cross-examination of all witnesses and the right to have made available to him such records, files, and documents as he may consider necessary to his defense. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the hearing officer or officers shall advise the employee or employees involved of the findings. In the event the Hearing Officer determines the employee(s) to be guilty of a charge or charges as specified, he will notify the Union after rendering a decision of the penalty to be imposed. The Union may accept the penalty on behalf of the employee(s) and waive the right to Arbitration.

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

In the event the decision of the Executive Director is unsatisfactory, the Union may submit the matter to binding arbitration. All requests for binding arbitration shall be filed within ten (10) working days after receipt of the decision of the Executive Director. Arbitration appeals time shall be waived provided written notice for waiver is submitted within the specified time limit. Such waiver request shall indicate the date on which a decision will be made and the waiver shall end after that date. Copy of said request shall be given to the Authority. The cost of arbitration shall be borne by the loser.

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

C. 1. It is understood that all disciplinary actions, initiated by the Authority, against any member of the negotiating unit do not constitute grievable matters. In all such disciplinary actions, it is recognized that the Authority is the aggrieved party. Relief from major disciplinary action or minor disciplinary action shall be through the procedure outlined in this Disciplinary Action Article.

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

3. A hearing may be waived by an employee, with the mutual consent of the Authority and the Union, and an agreed upon penalty invoked.

4. Nothing herein contained shall be construed as a restriction or limitation of the right of the Authority or any of its agents to summarily suspend any employee who is unfit for duty, or patently suspect of theft, pilferage, serious insubordination, or flagrant breach of working conditions.

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

D. Sexual Discrimination/Harassment Complaints

1. During the course of investigation of a sexual discrimination and/or sexual harassment case, there is no disciplinary action pending until the investigation is completed. This includes going through the entire process as provided for under the Authority's policy.

2. In the event that discipline is proposed against a member of Local 194, said member has a right to :

- (a) Accept the penalty or seek to modify the penalty
- (b) Request that Local 194 take an appeal to arbitration on the discipline imposed only
- (c) In all such cases, the parties agree that the scope of the arbitrator's decision is limited to the discipline imposed.

3. In the event that the union determines to proceed to arbitration in accordance with the provisions of this article, all other rules applying to these matters shall be the same as under the arbitration of a disciplinary matter. Arbitration shall be a hearing de novo.

ARTICLE XVIII

Benefits

- A. The Authority shall provide the following Health Plans for all permanent full-time employees and their eligible dependents, at no cost to the employee except as provided in Section B or as presently provided in the Authority's Self-Funded HMO:

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

- B. The Authority shall provide the following health benefits for employees, spouses, and unmarried dependents until the end of the month in which the unmarried dependent turns 24 years of age, at no cost to the employee except as provided herein or as presently provided in the Authority's Self-Funded HMO.

1. All newly-hired employees covered by the Agreement shall be enrolled in an Authority's Self-Funded plan.
2. Employees shall, on an annual enrollment date, elect either Point of Service or Authority's Self-Funded HMO Plan. Such date shall be determined by the Authority. If the HMO enrollment drops below an insurable standard, the HMO will be eliminated and all employees will be enrolled in the Point of Service Health Benefits Plan.
3. The Point of Service Plan benefits program shall allow for out-of-network coverage without limitations or restrictions on the following basis:
 - (a) There shall be a Deductible payable by the employee with an annual Out-of-Pocket cost limitation (excluding deductibles) as follows:

<u>Deductible</u>	<u>Out-of-Pocket Maximum</u>
\$300.00	\$600.00
 - (b) After the Deductible amount, benefits shall be on a co-payment basis of 80% by the Authority and 20% by the employee, subject to Maximums in (a).
 - (c) All plans will provide annual mammograms for women age 40 or older without certification of medical necessity; however, a primary care physician or OB-GYN referral is still required. All other mammograms must be certified as a medical necessity by a primary care physician or OB-GYN.
4. Items of coverage in both the Self-Funded HMO and Self-Funded Point of Service Health Plan benefit program shall be as agreed upon between the parties.
5. Vision care enhancements, as follows, in the POS Plan (renewable every eighteen (18) months): Exam - \$85.00; Frames - \$85.00; Single Lenses Only - \$90.00; Total - \$260.00. In the HMO Plan the current total combined benefit for frames and lenses is \$200.00 and the exam is paid in full (renewable every eighteen (18) months).

6. Effective July 1, 2004, the Prescription Medicine co-payment will be \$5.00 for generic drugs and \$15.00 for name-brand drugs unless no generic equivalent is available, then the co-payment shall be \$5.00.

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

7. The current Dental Plan will be unchanged and the Authority assures Local 194 of satisfactory performance by the administrator.
8. A \$250 hearing aid benefit to employees, which benefit will be available every two years.
9. Physician's Office and Specialist visit co-payments shall be \$10.00 for all employees and eligible dependents.
10. Except for the above changes, there shall be no diminution of benefits from those provided under Agreements between the parties that expired on June 28, 1999 and June 30, 2003.

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

D. Employees are entitled to a complete physical examination according to a schedule after attaining eligibility based on length of service. Employees will be notified by the Authority when they are eligible on individual basis. These examinations are optional and voluntary and provided to the employee at no cost.

E. Group Life Insurance

Commencing on the first of the month following two months after the effective date of hire, permanent full-time employees will become eligible for group life insurance in 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 and over	\$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 Resources Department.

F. 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.

G. **Holidays**

1. The following are recognized as paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day (3rd Monday
in February)
Good Friday
Easter Sunday or Christmas Eve
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

2. Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday respectively in the Maintenance Department, and in the Office, Clerical and Technical Unit except as otherwise directed.

All Toll Collection Department and Office, Clerical & Technical Unit employees who are regularly assigned to work on Sunday, such as Communication Dispatchers and Toll Technicians, will continue to have Easter Sunday as a paid holiday.

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 a collector's vacation period will be compensated for in the same manner as a normal scheduled day off.

4. The Authority will grant an additional \$70 dollars in compensation to those personnel who are not scheduled to work during the following specified holiday periods, but are called in or held over to work during the specified period of that holiday: Christmas Eve 4:31 p.m. to midnight; Christmas Day 12:01 a.m. to midnight; New Year's Eve 4:31 p.m. to midnight; and Easter Sunday 12:01 a.m. to midnight.

To qualify for the \$70 payment, the employee must not have been scheduled to work during any portion of the specified hours of that holiday, but is called in or held over to work during those specified hours of that holiday. This includes, but is not limited to, being held over after scheduled work immediately preceding the specified period prior to schedule work which immediately follows the specified holiday hours.

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

6. Employees working on a 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 hours on a holiday, employees shall be compensated at the rate of double time and one-half 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 11:00 p.m. to 11:00 p.m. in the Toll Collection Department and from 12:00 midnight to 12:00 midnight in the Maintenance Department, and the Office, Clerical and Technical Unit.

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

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

11. Holiday pay will not be paid to any employee on a leave of absence without pay, or who is on suspended or laid-off status. Employees on Worker's Compensation during a period in which a holiday falls will be paid in accordance with the provisions of Paragraph XVII (J), Worker's Compensation.

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

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

14. Holiday pay will be paid within fourteen (14) days following the last day of the work week in which the same was incurred.

H. 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.

I. Uniforms

1. 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, and an intermediate weight jacket, and short sleeve shirts for optional summer wear, with the cost of cleaning to be borne by the Authority.

2. Toll Collection Uniforming will be in accordance with "Rules Governing Toll Collection Uniforming and Appearance" as promulgated by the Toll Collection Department.

a. Effective July 1, 2003, an allowance in the amount of four hundred and seventy-two and 50 cents (\$472.50) dollars per year will be paid for cleaning and minor maintenance of all Toll Collector uniforms. This amount will be payable at the flat rate of \$39.33 per month to each individual, payable in final paycheck issued each month. Effective July 1, 2005, an allowance in the amount of five hundred (\$500.00) dollars per year will be paid for cleaning and minor maintenance of all Toll Collection uniforms. This amount will be payable at the flat rate of \$41.67 per month to each individual, payable in the final paycheck issued each month.

b. Employees in the Toll Collection Department who are on unpaid leave or paid Temporary Disability or Workers Compensation leave for a period of thirty (30) consecutive days or longer shall have their uniform allowance prorated consistent with the period of the leave. Receipt of some type of authorized leave pay during the period that the employee would have otherwise been absent from work on one of the leaves specified in this sub-section, such as death in the family, shall not constitute a break in the consecutive days of absences for purposes of prorating the uniform allowance. Separate days of absences of at least thirty (30) consecutive days each may be added for purposes of this sub-section; however, consecutive days of absence of less than thirty (30) days shall not result in a reduction in the uniform allowance, nor be added together to create a thirty (30) day period under this sub-section.

c. 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.

- d. Two identification badges per Toll Collector containing the Toll Collector's first name or nickname, dependent on Toll Collection Department's approval, and the Collector's Toll employee number will be issued. The lanes will be identified by Interchange and number.
 - e. Effective July 1, 2003, the Authority will phase in over the next twelve (12) months a lightweight, short-sleeved golf-shirt with a breast pocket and short pants in its toll collector uniforms. For the summer of 2003, the Authority will permit toll collectors to purchase two (2) pairs of shorts in accordance with specifications designated by the Authority. Each employee shall be given an allowance based upon the amount of the receipt, for two (2) pairs of uniform short pants. The reimbursement for the uniform short pant shall not exceed \$17.99 per short. The Authority will only accept receipts from authorized vendors.
3. Foul weather gear will be issued.
 4. Strict use of issued uniforming will be enforced.
 5. The Authority will provide smocks for those personnel whose assignment warrants it.

J. Worker's Compensation

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

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

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

K. Longevity Payment

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

- a) A sum of 4% for all employees who have at least ten (10) but less than fifteen (15) years of service, including those who reach 10 years of service, effective their anniversary date;
- b) A sum of 6% for all employees who have at least fifteen (15) but less than thirty (30) years of service, including those who reach 15 years of service, effective their anniversary date; and
- c) A sum of 7% for all employees who have at least thirty (30) years of service, including those who reach 30 years of service, effective their anniversary date.
- d) These longevity payments shall not be cumulative.
- e) Longevity payments for all employees hired after December 1, 1999 will be eliminated.

L. Tool Allowance

Automotive Technicians will provide all required basic tools needed for performance of their trade.

All journeyman automotive technicians and other craftsmen required to have tools will receive a tool allowance payable in January of each year. This allowance will cover all loss of personal property furnished by the employee. Loaner tools will be provided as available until an employee is able to replace a broken tool. Effective January 1, 2000, the tool allowance will be three hundred and sixty-five (\$365) dollars per year.

Effective with the tool allowance payable in January 2001, employees who are entitled to receive this tool allowance, but who were on unpaid leave, paid Temporary Disability Leave or Workers' Compensation leave for periods of thirty (30) consecutive days or longer in the prior calendar year, shall have the tool allowance payable in the immediately succeeding January prorated consistent with the period that they were on such leaves.

Receipt of some type of authorized leave pay during the period that the employee would have otherwise been absent from work on one of the leaves specified in this sub-section, such as death in the family, shall not constitute a break in the consecutive days of absences for purposes of prorating the tool allowance. Separate days of absences of at least thirty (30) consecutive days each may be added for purposes for this sub-section; however, consecutive days of absence of less than thirty (30) days shall not result in a reduction in the tool allowance, nor be added together to create a thirty (30) day period under this subsection.

M. Mileage

Mileage will be paid in accordance with the guidelines established by the Internal Revenue Service and will be governed by Article IX (B) 2, which permits such adjustments to be paid in fourteen (14) days.

N. Meal Allowance

Effective July 1, 2003, meal allowance will be \$10.65. Effective July 1, 2005, meal allowance will be \$11.65 for the remainder of the contract.

Meal Allowance will be paid within fourteen (14) days following the last day of the work week in which the same were incurred.

O. Pension Plan

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

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

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

P. Retirement

1. Vacation Pay

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

2. Sick Leave Payments

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

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

3. Health Benefits

(a) Retirees Under Age 65

Retirees under age 65 and their eligible dependents will continue to maintain the same health benefit coverage, which was available while a full-time employee.

Health benefits, which were available to retiree and eligible dependents while a full-time employee, will continue up to retiree age 65.

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 80, they will continue to receive the Prescription Drug Card Plan.

In addition, the Turnpike Authority will provide lifetime medical and prescription drug coverage, the same as when an employee, to Turnpike retirees (and their eligible dependants) who have twenty-five (25) or more years of Turnpike service, or age 62 years of age and fifteen (15) years of Turnpike service, for those who retire on or after July 1, 2003.

The prescription co-pay will increase to \$15.00 for branded prescriptions effective July 1, 2004 for active employees and those who retire on or after July 1, 2003.

Effective January 1, 2004, retirees in the Point of Service Health Benefits Plan will not need referrals for in-network specialists. Primary Care Physician co-pay and Specialist co-pay will be increased to \$10.00 for active employees and those who retire on or after July 1, 2003.

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. Prescription drug coverage will continue through age 80 for retirees age 65 and over and their eligible dependants.

In addition, the Turnpike Authority will provide lifetime medical and prescription drug coverage the same as while an employee, to those who retire (and their eligible dependents) on or after July 1, 2003 with twenty-five (25) or more years of Turnpike service or are 62 years of age and have fifteen (15) years of Turnpike service.

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

- (c) Eligible surviving dependents of future deceased employees and future deceased retirees shall be extended Health care benefits coverage as set forth in this Article 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 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 spouse.

4. Public Employees' Retirement System ("PERS")

Those retirees who are enrolled in PERS will receive benefits as explained and outlined in the PERS Booklet for Eligible Employees. This benefit is in addition to Social Security Benefits.

5. Social Security

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

Q. Suggestion Awards Program

The Authority has a Suggestion Awards Program in which all personnel are urged to participate. Official suggestion blanks are available in the Human Resources Department. Additional information describing the Program is likewise available.

R. 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 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.

S. Group Life Insurance

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

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 forms necessary for completion when accidents occur.

The Authority will provide all proved safety devices reasonably necessary for the protection of its personnel.

A Safety Committee chosen by election from among those Turnpike employees indicating willingness to participate will function 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.

In the event of an injury on the job to an employee, the Authority shall, at the time of the injury, provide transportation to professional medical assistance when it is deemed necessary.

The Safety Manual is adopted as part of this Agreement and may be revised from time to time by mutual consent.

ARTICLE XX MUTUAL COOPERATION

A. The Union and Authority agree that cooperation in employer-employee relations is necessary in order to maintain a high level of service to the public and the morale of employment in their daily work.

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

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

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

E. Neither the Union nor any of its members shall cause or participate in any strike, work stoppage, slowdown, impediment to work or other overt act of disharmony during the term of this Agreement. The Grievance procedure and Disciplinary Action procedure shall be fully utilized as heretofore described, and the Authority and the Union agree to accept as binding upon each, all decisions rendered in arbitration cases arising out of this Agreement.

F. The Union agrees that it will, in the event Paragraph E above is violated by any of its members, immediately notify all members, generally, and the violator(s) specifically, to cease and desist in any and all such action. The Union further agrees that it will assist the Authority in preventing and stopping such action and that the Authority shall have any and all recourse in law to restore normal working operations, including action against individual employees, the Union, and its representatives should they fail to comply with the provisions of this Article.

G. Violations of Paragraph E above are considered "Just Cause" within the meaning of the Disciplinary Action procedure of this Agreement.

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.

I. The Authority and the Union agree that patrons utilizing the New Jersey Turnpike must, at all times, be treated with the utmost courtesy and respect. In this vein, the Authority and the Union agree to work together to improve relations between patrons and Toll Collectors and to actively investigate all complaints received in accordance with mutually agreeable procedures.

ARTICLE XXI
Union Representation

A. All activities including grievance and disciplinary hearings between the employees' representatives and the Authority shall be conducted during normal working hours with such time to be considered as excused absences with pay.

B. Released time for Union representatives will be granted on the basis of eight (8) hours per week for every one hundred (100) employees or major fraction thereof with such time to be considered as excused absence with pay.

C. The Union shall be granted three (3) delegates to the State AFL/CIO Convention and five (5) delegates to the I.F.P.T.E. International Convention, with such time to be considered as excused absence with pay. The ratio of participation shall be two (2) delegates to the State AFL/CIO Convention and four (4) delegates to the I.F.P.T.E. International Convention from the Operating Unit, and one (1) delegate to the State AFL/CIO Convention and one (1) delegate to the I.F.P.T.E. International Convention from the Office, Clerical and Technical Unit.

D. Officers of the Union shall be released from work for such other matters as may be deemed necessary by the Union, such time considered as absences without pay and shall only be considered upon written request.

E. In all cases requiring released time for Union representation, the employee will notify his immediate supervisor in advance.

ARTICLE XXII
Term of Agreement

This Agreement shall be effective as of the 1st day of July, 2003 and shall continue in full force and effect through Midnight, June 30, 2007.

The Authority shall increase wages as follows:

Effective 7/1/04	2.9%
Effective 7/1/05	2.0%
Effective 1/1/06	2.0%
Effective 7/1/06	2.25%
Effective 1/1/07	2.35%

A sixth (6th) step will be added to the Wage Schedule effective July 1, 2006 which step will reflect an increase of \$1.00 per hour over the current top of the range for each bargaining unit title with a twenty-four (24) month eligibility requirement.

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

New rates of pay, as set forth above, shall be effective July 1, 2003. Rates of pay and their effective dates shall be set forth in the attached Wage Schedule appended to the new contract document.

To the extent that the terms of the expiring Agreement and the terms of any memorandums of understanding entered into during the contract term are not inconsistent with the terms of this Agreement, same shall survive and be included in this successor Agreement.

It is understood between the parties that this Agreement represents in part, a merger of the prior labor agreement

dated June 29, 1999 through June 30, 2003 and the Memoranda of Understanding executed during the course of negotiations for this Agreement.

ARTICLE XXIII
ELECTRONIC TOLL COLLECTION

On March 31, 1998, the Authority and the Union entered into a Memorandum of Understanding ("MOU") regarding issues related to Toll Collection Department staffing to address coverage requirements in preparation for the implementation of Electronic Toll Collection. This MOU is incorporated as Attachment I to this Agreement and is further modified as the result of negotiation for this successor Agreement to increase the ratio of temporary division reserve toll collectors from 1-1 to 1.25-1 and as modified by the Memorandum of Understanding of October 3, 2003.

ARTICLE XXIV
RE-OPENER CLAUSE

The Collective Bargaining Agreement is subject to reopening by Authority, for the renegotiation of any and all issues relating to the operation of the consolidated Authorities. This renegotiation, however, shall not adversely effect or impact upon the Wages or Article XVIII Benefits provisions of this Agreement.

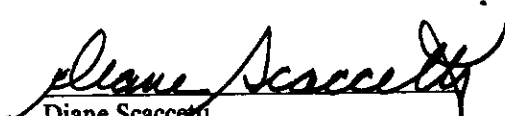
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hands and seals.

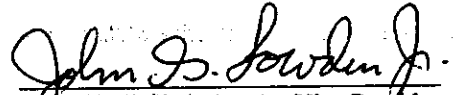
FOR THE AUTHORITY:



Michael Lapolla
Executive Director

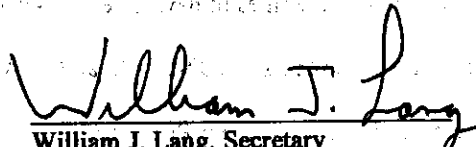
LOCAL 194, IFPTE

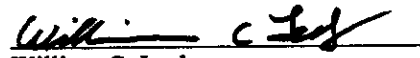

Franceline Ehret
President


Diane Scaccetti
Deputy Executive Director

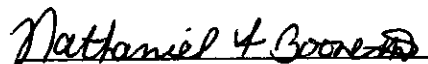

John G. Lowden, Jr., 1st Vice President


Dorothy M. Hall, 2nd Vice President



William J. Lang, Secretary



William C. Leahy
Treasurer

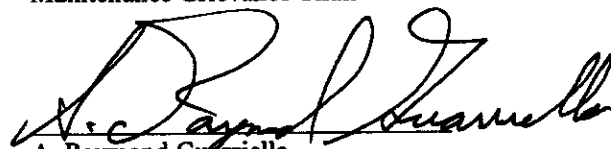

William Mullins
Sergeant at Arms


Nathaniel F. Boone
Office Grievance Chair

WITNESS:


Francis A. Forst
Negotiator


Charles Madsen
Maintenance Grievance Chair


A. Raymond Guarriello
Tolls Grievance Chair

APPENDIX

I. Salary Rates and Ranges:

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

II. Cost-of-Living Allowance:

A Cost-of-Living Adjustment will be applied effective 6/28/04 based on the increase in the Metropolitan New York-North Jersey Consumer Price Index between June 1, 2003 and May 31, 2004 payable on the following basis: For every 1% or major part of 1% over 10%, the Authority will increase rates by 1/2% retroactive to 6/29/03 by lump sum and thereafter to the rates of pay. The Cost-of-Living Adjustment will be continued on the same basis in 2004, 2005 and 2006 based on the June 1st through May 31st increases in the Consumer Price Index.

MAINTENANCE - OPERATING TITLES

<u>EFF. DATE</u>	<u>HIRE</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>6 YEAR</u>
7/1/2003	\$ 16.18	\$ 16.98	\$ 17.74	\$ 19.34	\$ 20.91	\$ 22.50	\$ 23.50
9/1/2003	\$ 16.18	\$ 16.98	\$ 17.74	\$ 19.34	\$ 20.91	\$ 22.50	\$ 23.50
7/1/2004	\$ 16.65	\$ 17.47	\$ 18.25	\$ 19.90	\$ 21.52	\$ 23.15	\$ 24.15
7/1/2005	\$ 16.98	\$ 17.82	\$ 18.62	\$ 20.30	\$ 21.95	\$ 23.62	\$ 24.62
1/1/2006	\$ 17.32	\$ 18.18	\$ 18.99	\$ 20.70	\$ 22.39	\$ 24.09	\$ 25.09
7/1/2006	\$ 17.71	\$ 18.59	\$ 19.42	\$ 21.17	\$ 22.89	\$ 24.63	\$ 25.63
1/1/2007	\$ 18.13	\$ 19.02	\$ 19.88	\$ 21.67	\$ 23.43	\$ 25.21	\$ 26.21

Inventory Control Delivery Person Maintenance Person

Messenger

7/1/2003	\$ 16.85	\$ 17.64	\$ 18.41	\$ 20.01	\$ 21.57	\$ 23.17	\$ 24.17
9/1/2003	\$ 16.85	\$ 17.64	\$ 18.41	\$ 20.01	\$ 21.57	\$ 23.17	\$ 24.17
7/1/2004	\$ 17.34	\$ 18.15	\$ 18.94	\$ 20.59	\$ 22.20	\$ 23.84	\$ 24.84
7/1/2005	\$ 17.69	\$ 18.51	\$ 19.32	\$ 21.00	\$ 22.64	\$ 24.32	\$ 25.32
1/1/2006	\$ 18.04	\$ 18.88	\$ 19.71	\$ 21.42	\$ 23.09	\$ 24.81	\$ 25.81
7/1/2006	\$ 18.45	\$ 19.31	\$ 20.15	\$ 21.90	\$ 23.61	\$ 25.36	\$ 26.36
1/1/2007	\$ 18.88	\$ 19.76	\$ 20.63	\$ 22.42	\$ 24.17	\$ 25.96	\$ 26.96

Maintenance Records Clerk

7/1/2003	\$ 17.28	\$ 18.08	\$ 18.88	\$ 20.54	\$ 22.21	\$ 23.83	\$ 25.52
9/1/2003	\$ 17.28	\$ 18.08	\$ 18.88	\$ 20.54	\$ 22.21	\$ 23.83	\$ 25.52
7/1/2004	\$ 17.78	\$ 18.60	\$ 19.43	\$ 21.14	\$ 22.85	\$ 24.52	\$ 26.01
7/1/2005	\$ 18.14	\$ 18.98	\$ 19.82	\$ 21.56	\$ 23.31	\$ 25.01	\$ 26.51
1/1/2006	\$ 18.50	\$ 19.36	\$ 20.21	\$ 21.99	\$ 23.78	\$ 25.51	\$ 27.09
7/1/2006	\$ 18.92	\$ 19.79	\$ 20.67	\$ 22.48	\$ 24.31	\$ 26.09	\$ 27.70
1/1/2007	\$ 19.36	\$ 20.26	\$ 21.15	\$ 23.01	\$ 24.88	\$ 26.70	\$ 27.70

Parts and Inventory Counterperson

TOLL COLLECTION - OPERATING TITLES

<u>EFF. DATE</u>	<u>HIRE</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>6 YEAR</u>
7/1/2003	\$ 16.18	\$ 16.98	\$ 17.74	\$ 19.34	\$ 20.91	\$ 22.50	\$ 23.50
9/1/2003	\$ 16.18	\$ 16.98	\$ 17.74	\$ 19.34	\$ 20.91	\$ 22.50	\$ 24.15
7/1/2004	\$ 16.65	\$ 17.47	\$ 18.25	\$ 19.90	\$ 21.52	\$ 23.15	\$ 24.62
7/1/2005	\$ 16.98	\$ 17.82	\$ 18.62	\$ 20.30	\$ 21.95	\$ 23.62	\$ 25.09
1/1/2006	\$ 17.32	\$ 18.18	\$ 18.99	\$ 20.70	\$ 22.39	\$ 24.09	\$ 25.63
7/1/2006	\$ 17.71	\$ 18.59	\$ 19.42	\$ 21.17	\$ 22.89	\$ 24.63	\$ 26.21
1/1/2007	\$ 18.13	\$ 19.02	\$ 19.88	\$ 21.67	\$ 23.43	\$ 25.21	\$ 26.21

Distribution Clerk
Stock Service Clerk

7/1/2003	\$ 16.18	\$ 17.12	\$ 18.08	\$ 20.01	\$ 21.88	\$ 23.83	\$ 24.83
9/1/2003	\$ 16.18	\$ 17.12	\$ 18.08	\$ 20.01	\$ 21.88	\$ 23.83	\$ 25.52
7/1/2004	\$ 16.65	\$ 17.62	\$ 18.60	\$ 20.59	\$ 22.51	\$ 24.52	\$ 26.01
7/1/2005	\$ 16.98	\$ 17.97	\$ 18.98	\$ 21.00	\$ 22.96	\$ 25.01	\$ 26.51
1/1/2006	\$ 17.32	\$ 18.33	\$ 19.36	\$ 21.42	\$ 23.42	\$ 25.51	\$ 27.09
7/1/2006	\$ 17.71	\$ 18.74	\$ 19.79	\$ 21.90	\$ 23.95	\$ 26.09	\$ 27.70
1/1/2007	\$ 18.13	\$ 19.18	\$ 20.26	\$ 22.42	\$ 24.51	\$ 26.70	\$ 27.70

Toll Collector

7/1/2003	\$ 16.18	\$ 17.12	\$ 18.08	\$ 20.01	\$ 21.88	\$ 23.83	\$ 24.83
9/1/2003	\$ 16.18	\$ 17.12	\$ 18.08	\$ 20.01	\$ 21.88	\$ 23.83	\$ 25.52
7/1/2004	\$ 16.65	\$ 17.62	\$ 18.60	\$ 20.59	\$ 22.51	\$ 24.52	\$ 26.01
7/1/2005	\$ 16.98	\$ 17.97	\$ 18.98	\$ 21.00	\$ 22.96	\$ 25.01	\$ 26.51
1/1/2006	\$ 17.32	\$ 18.33	\$ 19.36	\$ 21.42	\$ 23.42	\$ 25.51	\$ 27.09
7/1/2006	\$ 17.71	\$ 18.74	\$ 19.79	\$ 21.90	\$ 23.95	\$ 26.09	\$ 27.70
1/1/2007	\$ 18.13	\$ 19.18	\$ 20.26	\$ 22.42	\$ 24.51	\$ 26.70	\$ 27.70

EFF. DATE HIRE 6 MONTH 1 YEAR 2 YEAR 3 YEAR 4 YEAR 6 YEAR

OFFICE AND CLERICAL TITLES

GRADE	7/1/2003	9/1/2003	7/1/2004	7/1/2005	1/1/2006	7/1/2006	1/1/2007
	\$ 25,367.00	\$ 27,023.10	\$ 28,679.15	\$ 31,991.30	\$ 35,303.44	\$ 38,615.55	\$ 40,435.55
	\$ 25,367.00	\$ 27,023.10	\$ 28,679.15	\$ 31,991.30	\$ 35,303.44	\$ 38,615.55	\$ 40,435.55
	\$ 26,102.64	\$ 27,806.77	\$ 29,510.85	\$ 32,919.05	\$ 36,327.24	\$ 39,735.40	\$ 41,555.40
	\$ 26,624.70	\$ 28,362.91	\$ 30,101.06	\$ 33,577.43	\$ 37,053.78	\$ 40,530.11	\$ 42,350.11
	\$ 27,157.19	\$ 28,930.16	\$ 30,703.08	\$ 34,248.98	\$ 37,794.86	\$ 41,340.71	\$ 43,160.71
	\$ 27,768.23	\$ 29,581.09	\$ 31,393.90	\$ 35,019.58	\$ 38,645.24	\$ 42,270.88	\$ 44,090.88
	\$ 28,420.78	\$ 30,276.25	\$ 32,131.66	\$ 35,842.54	\$ 39,553.41	\$ 43,264.24	\$ 45,084.24

Clerk-Typist
 Duplicating Machine Operator
 General Clerk
 General Clerk; Finance & Budgets
 Mail Clerk-Messenger/Shipping Clerk
 Stockperson

GRADE	7/1/2003	9/1/2003	7/1/2004	7/1/2005	1/1/2006	7/1/2006	1/1/2007
	\$ 25,975.97	\$ 27,653.26	\$ 29,330.53	\$ 32,685.07	\$ 36,039.60	\$ 39,394.14	\$ 41,214.14
	\$ 25,975.97	\$ 27,653.26	\$ 29,330.53	\$ 32,685.07	\$ 36,039.60	\$ 39,394.14	\$ 41,214.14
	\$ 26,729.27	\$ 28,455.20	\$ 30,181.12	\$ 33,632.94	\$ 37,084.75	\$ 40,536.57	\$ 42,356.57
	\$ 27,263.86	\$ 29,024.31	\$ 30,784.74	\$ 34,305.60	\$ 37,826.44	\$ 41,347.30	\$ 43,167.30
	\$ 27,809.14	\$ 29,604.79	\$ 31,400.43	\$ 34,991.71	\$ 38,582.97	\$ 42,174.25	\$ 43,994.25
	\$ 28,434.84	\$ 30,270.90	\$ 32,106.94	\$ 35,779.02	\$ 39,451.09	\$ 43,123.17	\$ 44,943.17
	\$ 29,103.06	\$ 30,982.27	\$ 32,861.46	\$ 36,619.83	\$ 40,378.19	\$ 44,136.56	\$ 45,956.56

File Clerk
 Sr. Mail Clerk-Messenger/Shipping Clerk
 Receptionist-Maintenance
 Senior Clerk-Typist

EFF. DATE	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	6 YEAR
GRADE 6							
7/1/2003	\$ 26,619.15	\$ 28,330.23	\$ 30,041.31	\$ 33,463.45	\$ 36,893.94	\$ 40,307.76	\$ 42,127.76
9/1/2003	\$ 26,619.15	\$ 28,330.23	\$ 30,041.31	\$ 33,463.45	\$ 36,893.94	\$ 40,307.76	\$ 43,296.69
7/1/2004	\$ 27,391.11	\$ 29,151.81	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86	\$ 41,476.69	\$ 44,126.22
7/1/2005	\$ 27,936.93	\$ 29,734.84	\$ 31,530.76	\$ 35,122.57	\$ 38,723.14	\$ 42,306.22	\$ 44,972.34
1/1/2006	\$ 28,497.71	\$ 30,329.54	\$ 32,161.37	\$ 35,825.02	\$ 39,497.60	\$ 43,152.34	\$ 45,943.27
7/1/2006	\$ 29,138.90	\$ 31,011.95	\$ 32,885.00	\$ 36,631.08	\$ 40,386.30	\$ 44,123.27	\$ 46,980.17
1/1/2007	\$ 29,823.67	\$ 31,740.74	\$ 33,657.80	\$ 37,491.91	\$ 41,335.38	\$ 45,160.17	\$ 48,155.75

Job Title	1 YEAR	2 YEAR	3 YEAR	4 YEAR	6 YEAR
Accident Records Clerk	\$ 30,041.31	\$ 33,463.45	\$ 36,893.94	\$ 40,307.76	\$ 42,127.76
Claims Examiner	\$ 30,041.31	\$ 33,463.45	\$ 36,893.94	\$ 40,307.76	\$ 42,127.76
Disbursement Clerk	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86	\$ 41,476.69	\$ 43,296.69
Inventory Clerk	\$ 31,530.76	\$ 35,122.57	\$ 38,723.14	\$ 42,306.22	\$ 44,126.22
Offset Press Operator	\$ 32,161.37	\$ 35,825.02	\$ 39,497.60	\$ 43,152.34	\$ 45,943.27
Office Services Clerk	\$ 32,885.00	\$ 36,631.08	\$ 40,386.30	\$ 44,123.27	\$ 46,980.17
Office Services Clerk-Engineering	\$ 33,657.80	\$ 37,491.91	\$ 41,335.38	\$ 45,160.17	\$ 48,155.75
Police Operations Clerk	\$ 34,433.89	\$ 38,255.02	\$ 42,040.50	\$ 46,015.34	\$ 49,000.00
Stenographer	\$ 35,122.57	\$ 39,040.54	\$ 42,835.94	\$ 46,810.34	\$ 50,000.00

Job Title	1 YEAR	2 YEAR	3 YEAR	4 YEAR	6 YEAR
Administrative Aide-ETC	\$ 27,391.11	\$ 29,151.81	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86
Administrative Aide-F & B	\$ 27,391.11	\$ 29,151.81	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86
Administrative Aide-T&AS	\$ 27,391.11	\$ 29,151.81	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86
Auxiliary Machine Operator	\$ 28,497.71	\$ 30,329.54	\$ 32,161.37	\$ 35,825.02	\$ 39,497.60
Motor Pool Aide	\$ 28,497.71	\$ 30,329.54	\$ 32,161.37	\$ 35,825.02	\$ 39,497.60
Office Assistant, Maintenance	\$ 29,138.90	\$ 31,011.95	\$ 32,885.00	\$ 36,631.08	\$ 40,386.30
Office Services Aide	\$ 29,823.67	\$ 31,740.74	\$ 33,657.80	\$ 37,491.91	\$ 41,335.38
Police Records Clerk	\$ 30,041.31	\$ 33,463.45	\$ 36,893.94	\$ 40,307.76	\$ 42,127.76
Public Relations Aide	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86	\$ 41,476.69	\$ 43,296.69
Receptionist	\$ 31,530.76	\$ 35,122.57	\$ 38,723.14	\$ 42,306.22	\$ 44,126.22
Secretarial Aide	\$ 32,161.37	\$ 35,825.02	\$ 39,497.60	\$ 43,152.34	\$ 45,943.27
Senior File Clerk	\$ 32,885.00	\$ 36,631.08	\$ 40,386.30	\$ 44,123.27	\$ 46,980.17
Senior Stockperson	\$ 33,657.80	\$ 37,491.91	\$ 41,335.38	\$ 45,160.17	\$ 48,155.75
Telephone Operator-Maintenance	\$ 34,433.89	\$ 38,255.02	\$ 42,040.50	\$ 46,015.34	\$ 49,000.00
Ticket Preparation Clerk	\$ 35,122.57	\$ 39,040.54	\$ 42,835.94	\$ 46,810.34	\$ 50,000.00
Office Services Support Specialist	\$ 36,631.08	\$ 40,386.30	\$ 44,123.27	\$ 48,155.75	\$ 51,000.00

Job Title	1 YEAR	2 YEAR	3 YEAR	4 YEAR	6 YEAR
Administrative Aide-ETC	\$ 27,391.11	\$ 29,151.81	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86
Administrative Aide-F & B	\$ 27,391.11	\$ 29,151.81	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86
Administrative Aide-T&AS	\$ 27,391.11	\$ 29,151.81	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86
Auxiliary Machine Operator	\$ 28,497.71	\$ 30,329.54	\$ 32,161.37	\$ 35,825.02	\$ 39,497.60
Motor Pool Aide	\$ 28,497.71	\$ 30,329.54	\$ 32,161.37	\$ 35,825.02	\$ 39,497.60
Office Assistant, Maintenance	\$ 29,138.90	\$ 31,011.95	\$ 32,885.00	\$ 36,631.08	\$ 40,386.30
Office Services Aide	\$ 29,823.67	\$ 31,740.74	\$ 33,657.80	\$ 37,491.91	\$ 41,335.38
Police Records Clerk	\$ 30,041.31	\$ 33,463.45	\$ 36,893.94	\$ 40,307.76	\$ 42,127.76
Public Relations Aide	\$ 30,912.51	\$ 34,433.89	\$ 37,963.86	\$ 41,476.69	\$ 43,296.69
Receptionist	\$ 31,530.76	\$ 35,122.57	\$ 38,723.14	\$ 42,306.22	\$ 44,126.22
Secretarial Aide	\$ 32,161.37	\$ 35,825.02	\$ 39,497.60	\$ 43,152.34	\$ 45,943.27
Senior File Clerk	\$ 32,885.00	\$ 36,631.08	\$ 40,386.30	\$ 44,123.27	\$ 46,980.17
Senior Stockperson	\$ 33,657.80	\$ 37,491.91	\$ 41,335.38	\$ 45,160.17	\$ 48,155.75
Telephone Operator-Maintenance	\$ 34,433.89	\$ 38,255.02	\$ 42,040.50	\$ 46,015.34	\$ 49,000.00
Ticket Preparation Clerk	\$ 35,122.57	\$ 39,040.54	\$ 42,835.94	\$ 46,810.34	\$ 50,000.00
Office Services Support Specialist	\$ 36,631.08	\$ 40,386.30	\$ 44,123.27	\$ 48,155.75	\$ 51,000.00

EFF. DATE	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	6 YEAR
GRADE 8							
7/1/2003	\$ 28,378.90	\$ 30,157.60	\$ 31,936.37	\$ 35,493.90	\$ 39,051.39	\$ 42,608.93	\$ 44,428.93
9/1/2003	\$ 28,378.90	\$ 30,157.60	\$ 31,936.37	\$ 35,493.90	\$ 39,051.39	\$ 42,608.93	\$ 45,664.59
7/1/2004	\$ 29,201.89	\$ 31,032.17	\$ 32,862.52	\$ 36,523.22	\$ 40,183.88	\$ 43,844.59	\$ 46,541.48
7/1/2005	\$ 29,785.93	\$ 31,652.81	\$ 33,519.78	\$ 37,253.69	\$ 40,987.56	\$ 44,721.48	\$ 47,435.91
1/1/2006	\$ 30,381.64	\$ 32,285.87	\$ 34,190.17	\$ 37,998.76	\$ 41,807.31	\$ 45,615.91	\$ 48,462.27
7/1/2006	\$ 31,065.23	\$ 33,012.30	\$ 34,959.45	\$ 38,853.73	\$ 42,747.97	\$ 46,642.27	\$ 49,558.36
1/1/2007	\$ 31,795.26	\$ 33,788.09	\$ 35,781.00	\$ 39,766.80	\$ 43,752.55	\$ 47,738.36	\$ 49,558.36

Accounts Clerk
Administrative Aide
Claims Specialist
Data Analyst
Head File Clerk
Microfilm Clerk
Office Services Assistant
Payroll Clerk

Purchasing Clerk
Sr. Office Services Support Specialist
Senior Office Services Clerk-Engineering
Senior Police Records Clerk
Senior Ticket Supply Clerk
Stenographer-Secretary
Telephone Operator
Telephone Operator/Receptionist
Toll Coll. Credit & Collection Clerk

GRADE 9							
7/1/2003	\$ 29,461.78	\$ 31,291.31	\$ 33,120.79	\$ 36,779.83	\$ 40,438.87	\$ 44,097.91	\$ 45,917.91
9/1/2003	\$ 29,461.78	\$ 31,291.31	\$ 33,120.79	\$ 36,779.83	\$ 40,438.87	\$ 44,097.91	\$ 47,196.75
7/1/2004	\$ 30,316.17	\$ 32,198.76	\$ 34,081.29	\$ 37,846.45	\$ 41,611.60	\$ 45,376.75	\$ 48,104.28
7/1/2005	\$ 30,922.50	\$ 32,842.73	\$ 34,762.92	\$ 38,603.37	\$ 42,443.83	\$ 46,284.28	\$ 49,029.97
1/1/2006	\$ 31,540.94	\$ 33,499.59	\$ 35,456.18	\$ 39,375.44	\$ 43,292.71	\$ 47,209.97	\$ 50,092.19
7/1/2006	\$ 32,250.62	\$ 34,253.33	\$ 36,255.99	\$ 40,261.39	\$ 44,266.79	\$ 48,272.19	\$ 51,226.59
1/1/2007	\$ 33,008.51	\$ 35,058.28	\$ 37,108.00	\$ 41,207.53	\$ 45,307.06	\$ 49,406.59	\$ 51,226.59

Administrative Steno-Secretary-TEM
Administrative Steno-Secretary-Tolls
Chief File Clerk
Emergency Services Assistant
Junior Computer Operator

Patron Services Aide
Security Officer
Senior Accounts Clerk
Senior Claims Specialist
Senior Data Analyst

Traffic Data Analyst
Sr. Police Records Statistician

EFF. DATE	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	6 YEAR
GRADE 10							
7/1/2003	\$ 30,679.71	\$ 32,572.72	\$ 34,465.72	\$ 38,251.68	\$ 42,037.69	\$ 45,823.67	\$ 47,643.67
9/1/2003	\$ 30,679.71	\$ 32,572.72	\$ 34,465.72	\$ 38,251.68	\$ 42,037.69	\$ 45,823.67	\$ 48,972.56
7/1/2004	\$ 31,569.42	\$ 33,517.33	\$ 35,465.23	\$ 39,360.98	\$ 43,256.78	\$ 47,152.56	\$ 49,915.61
7/1/2005	\$ 32,200.81	\$ 34,187.68	\$ 36,174.53	\$ 40,148.20	\$ 44,121.92	\$ 48,095.61	\$ 50,877.52
1/1/2006	\$ 32,844.83	\$ 34,871.43	\$ 36,898.02	\$ 40,951.16	\$ 45,004.36	\$ 49,057.52	\$ 51,981.31
7/1/2006	\$ 33,583.83	\$ 35,656.04	\$ 37,728.23	\$ 41,872.56	\$ 46,016.96	\$ 50,161.31	\$ 53,160.10
1/1/2007	\$ 34,373.05	\$ 36,493.95	\$ 38,614.84	\$ 42,856.57	\$ 47,098.35	\$ 51,340.10	\$ 53,160.10
	Assistant Traffic Coordinator		Publications Assistant				
	Computer Payroll Clerk		Purchasing Assistant				
	Contract Coordinator		Right-of-Way Draftsperson				
	Public Information Specialist		Specifications Assistant				
	ETC Customer Relations Assistant						

EFF. DATE HIRE 6 MONTH 1 YEAR 2 YEAR 3 YEAR 4 YEAR 6 YEAR

TECHNICAL TITLES

EFF. DATE	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	6 YEAR
GRADE IX							
7/1/2003	\$ 29,506.79	\$ 31,453.37	\$ 33,399.94	\$ 37,293.06	\$ 41,186.21	\$ 45,079.33	\$ 46,899.33
9/1/2003	\$ 29,506.79	\$ 31,453.37	\$ 33,399.94	\$ 37,293.06	\$ 41,186.21	\$ 45,079.33	\$ 46,899.33
7/1/2004	\$ 30,362.49	\$ 32,365.52	\$ 34,368.54	\$ 38,374.56	\$ 42,380.61	\$ 46,386.63	\$ 48,206.63
7/1/2005	\$ 30,969.74	\$ 33,012.83	\$ 35,055.91	\$ 39,142.05	\$ 43,228.22	\$ 47,314.36	\$ 49,134.36
1/1/2006	\$ 31,589.13	\$ 33,673.08	\$ 35,757.03	\$ 39,924.89	\$ 44,092.79	\$ 48,260.65	\$ 50,080.65
7/1/2006	\$ 32,299.89	\$ 34,430.73	\$ 36,561.56	\$ 40,823.20	\$ 45,084.87	\$ 49,346.52	\$ 51,166.52
1/1/2007	\$ 33,058.93	\$ 35,239.85	\$ 37,420.76	\$ 41,782.55	\$ 46,144.37	\$ 50,506.16	\$ 52,326.16

Printing Coordinator
Telecommunication/Electronics Aide

EFF. DATE	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	6 YEAR
GRADE IX-A (40 hours)							
7/1/2003	\$ 33,497.39	\$ 35,722.03	\$ 37,946.74	\$ 42,395.97	\$ 46,845.28	\$ 51,294.63	\$ 53,374.63
9/1/2003	\$ 33,497.39	\$ 35,722.03	\$ 37,946.74	\$ 42,395.97	\$ 46,845.28	\$ 51,294.63	\$ 53,374.63
7/1/2004	\$ 34,468.81	\$ 36,757.97	\$ 39,047.20	\$ 43,625.45	\$ 48,203.79	\$ 52,782.17	\$ 54,862.17
7/1/2005	\$ 35,158.19	\$ 37,493.13	\$ 39,828.14	\$ 44,497.98	\$ 49,167.87	\$ 53,837.82	\$ 55,917.82
1/1/2006	\$ 35,861.35	\$ 38,242.98	\$ 40,624.70	\$ 45,387.92	\$ 50,151.23	\$ 54,914.57	\$ 56,994.57
7/1/2006	\$ 36,668.23	\$ 39,103.46	\$ 41,538.76	\$ 46,409.15	\$ 51,279.63	\$ 56,150.15	\$ 58,230.15
1/1/2007	\$ 37,529.94	\$ 40,022.39	\$ 42,514.92	\$ 47,499.76	\$ 52,484.70	\$ 57,469.68	\$ 59,549.68

Communications Dispatcher
Data Entry Technician-Maintenance

EFF. DATE HIRE 6 MONTH 1 YEAR 2 YEAR 3 YEAR 4 YEAR 6 YEAR

GRADE X	7/1/2003	9/1/2003	7/1/2004	7/1/2005	1/1/2006	7/1/2006	1/1/2007
	\$ 34,205.05	\$ 36,307.80	\$ 38,410.51	\$ 42,615.98	\$ 46,821.45	\$ 51,026.89	\$ 53,067.97
	\$ 34,205.05	\$ 36,307.80	\$ 38,410.51	\$ 42,615.98	\$ 46,821.45	\$ 51,026.89	\$ 53,067.97
	\$ 35,197.00	\$ 37,360.73	\$ 39,524.41	\$ 43,851.84	\$ 48,179.27	\$ 52,506.67	\$ 54,606.94
	\$ 35,900.94	\$ 38,107.94	\$ 40,314.90	\$ 44,728.88	\$ 49,142.86	\$ 53,556.80	\$ 55,699.08
	\$ 36,618.96	\$ 38,879.10	\$ 41,121.20	\$ 45,623.46	\$ 50,125.71	\$ 54,627.94	\$ 56,813.06
	\$ 37,442.88	\$ 39,744.68	\$ 42,046.43	\$ 46,649.99	\$ 51,253.54	\$ 55,857.07	\$ 58,091.35
	\$ 38,322.79	\$ 40,678.68	\$ 43,034.52	\$ 47,746.26	\$ 52,458.00	\$ 57,169.71	\$ 59,456.50

Archivist
 Computer Operator
 Computer/Auxiliary Machine Operator
 Computer Payroll Assistant
 Drafter
 Engineering Aide

 GRADE XI
 7/1/2003
 9/1/2003
 7/1/2004
 7/1/2005
 1/1/2006
 7/1/2006
 1/1/2007

	\$ 36,235.54	\$ 38,451.44	\$ 40,667.32	\$ 45,099.08	\$ 49,530.87	\$ 53,962.62	\$ 56,121.12
	\$ 36,235.54	\$ 38,451.44	\$ 40,667.32	\$ 45,099.08	\$ 49,530.87	\$ 53,962.62	\$ 56,121.12
	\$ 37,286.37	\$ 39,566.53	\$ 41,846.67	\$ 46,406.95	\$ 50,967.27	\$ 55,527.54	\$ 57,748.64
	\$ 38,032.10	\$ 40,357.86	\$ 42,683.61	\$ 47,335.09	\$ 51,986.61	\$ 56,638.09	\$ 58,903.61
	\$ 38,792.74	\$ 41,165.02	\$ 43,537.28	\$ 48,281.79	\$ 53,026.34	\$ 57,770.85	\$ 60,081.68
	\$ 39,665.68	\$ 42,091.23	\$ 44,516.87	\$ 49,368.13	\$ 54,219.44	\$ 59,070.89	\$ 61,433.52
	\$ 40,597.72	\$ 43,080.38	\$ 45,563.01	\$ 50,528.29	\$ 55,493.59	\$ 60,458.85	\$ 62,877.21

Right-of-Way Engineering Aide
 Senior Dispatcher
 Traffic Engineering Aide

 Marketing Coordinator

 GRADE XII
 7/1/2003
 9/1/2003
 7/1/2004
 7/1/2005
 1/1/2006
 7/1/2006
 1/1/2007

	\$ 39,168.40	\$ 41,543.24	\$ 43,918.15	\$ 48,667.88	\$ 53,417.63	\$ 58,167.36	\$ 60,494.06
	\$ 39,168.40	\$ 41,543.24	\$ 43,918.15	\$ 48,667.88	\$ 53,417.63	\$ 58,167.36	\$ 60,494.06
	\$ 40,304.28	\$ 42,747.99	\$ 45,191.78	\$ 50,079.25	\$ 54,966.74	\$ 59,854.21	\$ 62,248.38
	\$ 41,110.37	\$ 43,602.95	\$ 46,095.61	\$ 51,080.83	\$ 56,066.08	\$ 61,051.30	\$ 63,493.35
	\$ 41,932.58	\$ 44,475.01	\$ 47,017.52	\$ 52,102.45	\$ 57,187.40	\$ 62,272.32	\$ 64,763.22
	\$ 42,876.06	\$ 45,475.70	\$ 48,075.42	\$ 53,274.76	\$ 58,474.11	\$ 63,673.45	\$ 66,220.39
	\$ 43,883.65	\$ 46,544.38	\$ 49,205.19	\$ 54,526.71	\$ 59,848.26	\$ 65,169.78	\$ 67,776.57

Programs and Procedures Librarian

 Marketing Coordinator

 GRADE XII
 7/1/2003
 9/1/2003
 7/1/2004
 7/1/2005
 1/1/2006
 7/1/2006
 1/1/2007

	\$ 39,168.40	\$ 41,543.24	\$ 43,918.15	\$ 48,667.88	\$ 53,417.63	\$ 58,167.36	\$ 60,494.06
	\$ 39,168.40	\$ 41,543.24	\$ 43,918.15	\$ 48,667.88	\$ 53,417.63	\$ 58,167.36	\$ 60,494.06
	\$ 40,304.28	\$ 42,747.99	\$ 45,191.78	\$ 50,079.25	\$ 54,966.74	\$ 59,854.21	\$ 62,248.38
	\$ 41,110.37	\$ 43,602.95	\$ 46,095.61	\$ 51,080.83	\$ 56,066.08	\$ 61,051.30	\$ 63,493.35
	\$ 41,932.58	\$ 44,475.01	\$ 47,017.52	\$ 52,102.45	\$ 57,187.40	\$ 62,272.32	\$ 64,763.22
	\$ 42,876.06	\$ 45,475.70	\$ 48,075.42	\$ 53,274.76	\$ 58,474.11	\$ 63,673.45	\$ 66,220.39
	\$ 43,883.65	\$ 46,544.38	\$ 49,205.19	\$ 54,526.71	\$ 59,848.26	\$ 65,169.78	\$ 67,776.57

Operations Aide
 Programmer

<u>EFF. DATE</u>	<u>HIRE</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>6 YEAR</u>
GRADE XIII							
7/1/2003	\$ 42,250.77	\$ 44,960.87	\$ 47,671.01	\$ 53,091.18	\$ 58,511.38	\$ 63,931.62	\$ 66,488.88
9/1/2003	\$ 42,250.77	\$ 44,960.87	\$ 47,671.01	\$ 53,091.18	\$ 58,511.38	\$ 63,931.62	\$ 66,488.88
7/1/2004	\$ 43,476.04	\$ 46,264.74	\$ 49,053.47	\$ 54,630.82	\$ 60,208.21	\$ 65,785.64	\$ 68,417.06
7/1/2005	\$ 44,345.56	\$ 47,190.03	\$ 50,034.54	\$ 55,723.44	\$ 61,412.37	\$ 67,101.35	\$ 69,785.40
1/1/2006	\$ 45,232.47	\$ 48,133.83	\$ 51,035.23	\$ 56,837.91	\$ 62,640.62	\$ 68,443.38	\$ 71,181.11
7/1/2006	\$ 46,250.21	\$ 49,216.84	\$ 52,183.52	\$ 58,116.76	\$ 64,050.04	\$ 69,983.35	\$ 72,782.69
1/1/2007	\$ 47,337.08	\$ 50,373.44	\$ 53,409.83	\$ 59,482.51	\$ 65,555.21	\$ 71,627.96	\$ 74,493.08

Systems Analyst

GRADE XIII-A							
7/1/2003	\$ 42,250.77	\$ 44,960.87	\$ 47,671.01	\$ 53,091.18	\$ 58,511.38	\$ 63,931.62	\$ 66,488.88
9/1/2003	\$ 42,250.77	\$ 44,960.87	\$ 47,671.01	\$ 53,091.18	\$ 58,511.38	\$ 63,931.62	\$ 66,488.88
7/1/2004	\$ 43,476.04	\$ 46,264.74	\$ 49,053.47	\$ 54,630.82	\$ 60,208.21	\$ 65,785.64	\$ 68,417.06
7/1/2005	\$ 44,345.56	\$ 47,190.03	\$ 50,034.54	\$ 55,723.44	\$ 61,412.37	\$ 67,101.35	\$ 69,785.40
1/1/2006	\$ 45,232.47	\$ 48,133.83	\$ 51,035.23	\$ 56,837.91	\$ 62,640.62	\$ 68,443.38	\$ 71,181.11
7/1/2006	\$ 46,250.21	\$ 49,216.84	\$ 52,183.52	\$ 58,116.76	\$ 64,050.04	\$ 69,983.35	\$ 72,782.69
1/1/2007	\$ 47,337.08	\$ 50,373.44	\$ 53,409.83	\$ 59,482.51	\$ 65,555.21	\$ 71,627.96	\$ 74,493.08

Property & Materials Assistant

Attachment I

Subject:

1. [Illegible] 2. [Illegible] 3. [Illegible] 4. [Illegible] 5. [Illegible] 6. [Illegible] 7. [Illegible] 8. [Illegible] 9. [Illegible] 10. [Illegible] 11. [Illegible] 12. [Illegible] 13. [Illegible] 14. [Illegible] 15. [Illegible] 16. [Illegible] 17. [Illegible] 18. [Illegible] 19. [Illegible] 20. [Illegible] 21. [Illegible] 22. [Illegible] 23. [Illegible] 24. [Illegible] 25. [Illegible] 26. [Illegible] 27. [Illegible] 28. [Illegible] 29. [Illegible] 30. [Illegible] 31. [Illegible] 32. [Illegible] 33. [Illegible] 34. [Illegible] 35. [Illegible] 36. [Illegible] 37. [Illegible] 38. [Illegible] 39. [Illegible] 40. [Illegible] 41. [Illegible] 42. [Illegible] 43. [Illegible] 44. [Illegible] 45. [Illegible] 46. [Illegible] 47. [Illegible] 48. [Illegible] 49. [Illegible] 50. [Illegible] 51. [Illegible] 52. [Illegible] 53. [Illegible] 54. [Illegible] 55. [Illegible] 56. [Illegible] 57. [Illegible] 58. [Illegible] 59. [Illegible] 60. [Illegible] 61. [Illegible] 62. [Illegible] 63. [Illegible] 64. [Illegible] 65. [Illegible] 66. [Illegible] 67. [Illegible] 68. [Illegible] 69. [Illegible] 70. [Illegible] 71. [Illegible] 72. [Illegible] 73. [Illegible] 74. [Illegible] 75. [Illegible] 76. [Illegible] 77. [Illegible] 78. [Illegible] 79. [Illegible] 80. [Illegible] 81. [Illegible] 82. [Illegible] 83. [Illegible] 84. [Illegible] 85. [Illegible] 86. [Illegible] 87. [Illegible] 88. [Illegible] 89. [Illegible] 90. [Illegible] 91. [Illegible] 92. [Illegible] 93. [Illegible] 94. [Illegible] 95. [Illegible] 96. [Illegible] 97. [Illegible] 98. [Illegible] 99. [Illegible] 100. [Illegible]

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between the New Jersey Turnpike Authority, (hereinafter called the "Authority"), and Local 194, International Federation of Professional and Technical Engineers, AFL/CIO-CLC (hereinafter called the "Union.")

The purpose of this Understanding is to replace the MOU of March 31, 1998, to update the situation and provide for the resolution of issues regarding the installation of the electronic toll collection system (EZ Pass) and its implementation and including dual height automatic ticket issuing machines (DATIMs).

The parties hereto recognize the Authority is a body corporate and politic of the State of New Jersey and are committed to the safe and efficient operation of the Turnpike, including proper staffing of the Toll Collection Department in order to deliver proper service to the motoring public. The 1998 MOU contained a projected operational system in place "by the end of the fourth quarter of 1999" and much of that Understanding was conditioned upon a reasonable belief that the objective would be achieved within certain parameters. The concessions made by the Union has resulted in operational savings to the Authority in excess of \$50,000,000. (\$50 million).

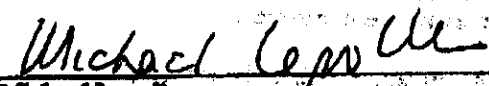
In order to resolve issues arising from the 1998 MOU and provide for the future, the parties agree:

1. To make all reasonable efforts to avoid lay-off of Full-Time Toll Collectors of the Authority during the conversion process to EZ Pass including DATIMs, and also after it is fully implemented. The parties agree that there is presently a full-time complement of Full-time Toll Collectors numbering approximately 350 and nine (9) Collector/Clerks. However, there are currently 550 eight-hour shifts being scheduled regularly, the difference being filled by Temporary Toll Collectors.
2. Effective with this MOU, the Authority agrees to the following:
 - a. The present level of Full-Time Toll Collectors will, as a minimum, be retained. Whenever a Toll Collector is promoted, retires, or is terminated for any reason, he/she will be replaced by either promoting or hiring a Full-Time Toll Collector replacement.
 - b. When hiring for Full-Time Toll Collector vacancies, at least one out of every two will be hired from the existing Part-Time Toll Collector workforce.
3. A Temporary Toll Collector will work a straight eight-hour shift, forty hour week, Monday through Friday schedule. As further EZ Pass and eventual DATIMs are installed, if fewer collectors are required, the Temporary Toll Collector list will be reduced. When EZ Pass is completely installed and DATIMs are either installed or the decision is made not to completely install them, all Temporary Toll Collectors will be eliminated.
4. In consideration of the Union's permitting the retention of Temporary Toll Collectors past the originally anticipated completion date of 1999 and for agreeing to continue the agreement to utilize Temporary Toll Collectors as provided for in paragraph #3, above, the Authority agrees to advance to all Local 194 represented employees the one dollar per hour due in 2006 to be paid as a 5th Step on the Salary Range (\$1.00/hour for hourly and \$1,820. annually for salaried) to be paid effective September 1, 2003.

5. The parties agree to offer Temporary Full-Time Toll Collector positions to the current staff of Full-Time Toll Collectors prior to employing from outside the Authority. All Part-Time Collectors accepting this position will remain within the Part-Time Collective Bargaining Agreement between the Authority and Local 194.
6. The parties agree that Part-Time Toll Collectors accepting a Temporary Full-Time Collector position shall have the right to return to a Part-Time Toll Collector position provided that a vacancy exists within the Part-Time Toll Collector workforce.
7. The parties agree that Part-Time Toll Collectors accepting positions as Temporary Full-Time Toll Collectors shall continue to be represented by Local 194, L.P.T.E., AFL-CIO and shall continue to pay dues, or representation fee, to Local 194.
8. All Temporary Full-Time Toll Collectors will be terminated before any Full-Time Toll Collector represented by Local 194, L.P.T.E., is impacted as a result of the implementation of electronic toll collection system which includes DATIMs.
9. In the event the parties are unable to reach agreement on the long-term issues involving the impact on Full-Time Toll Collectors' terms and conditions of employment as a result of the implementation of electronic toll collection system which includes DATIMs, Local 194 reserves the right to revoke its agreement to this Memorandum of Understanding by providing at least 45 calendar days notice to the Authority. If Local 194, L.P.T.E. does revoke its agreement, the parties would be left to all remedies that each would have had if this Memorandum had not been reached, and the Authority will no longer be bound by the terms of this Memorandum.
10. This Memorandum of Understanding provides for the use of temporary employees for the purpose of toll collection only during the implementation of the electronic toll collection system which includes DATIMs and alters the terms of the existing Contract Agreement as herein provided and as provided for in the current Agreement.

This Memorandum is signed on the 3rd day of October 2003.

FOR THE AUTHORITY:


Michael Lepolla
Executive Director

FOR THE UNION:


Franceline Ehrst
President

