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**AGREEMENT BETWEEN**

**NEW JERSEY**

**HIGHWAY AUTHORITY**

**and**

**LOCAL 196, AFL/CIO**

**IFP and TE**

**Senior Citizen Toll Collectors**

**July 8, 1979 - June 30, 1981**

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AGREEMENT

This Agreement, made and entered into this 8th day of July, 1979, and effective until midnight June 30, 1981, between the New Jersey Highway Authority, hereinafter referred to as the "Authority", and Local 196, International Federation of Professional and Technical Engineers, AFL/CIO, hereinafter referred to as the "Union".

ARTICLE I  
RECOGNITION

The Authority recognizes the Union as the Sole Bargaining Agent pursuant to Chapter 303, P.L. 1975, of all Senior Citizen Toll Collectors, hereinafter referred to as the "employee".

ARTICLE II  
INTENT AND PURPOSE

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

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

ARTICLE III  
HOURS OF WORK AND OVERTIME

Section 1. The normal schedule for employees shall be between twelve (12) to twenty (20) hours per week, work week not to exceed four (4) days. A 28 day schedule will be posted two (2) weeks in advance. Any mutual exchange of tours must be arranged at least one week in advance. Emergency changes will be approved at the option of the Authority.

Section 2. Employees assigned to ramp duty shall be allowed a total of thirty (30) minutes travel time to and from the ramp and the plaza within the scheduled hours they are assigned to that ramp. This is in addition to their break period.

Section 3. Mileage allowance of twenty (20¢) cents per mile will be paid for assignments to all other ramp assignments and plazas.

Section 4. An employee may be assigned to fill unscheduled absences at their plazas or at adjoining mainline plazas or interim plazas, if required. Employees will not be reassigned out of their district. Any such assignment will be in inverse order of seniority. An effort will be made to keep such employee at the assigned plaza.

Section 5. Transfers will be made on the basis of seniority of date of request. The Authority will forward to the Union a signed, dated and stamped copy of the transfer request when received.

Section 6. Employees who are called in for non-scheduled work collecting tolls will be guaranteed two (2) hours. As practiced, in emergency weather conditions, with notice by the employee, a late arrival to work will not prevent the Collector from completing his scheduled tour of duty. Hold-over time will be paid on the basis of a one-hour minimum. There shall be at least sixteen (16) hours off between shifts, but vacation reliefs or extraordinary situations are subject to necessary scheduling by the Authority.

Section 7. Overtime for work of a routine nature shall be rotated on a seniority basis and plaza and district supervisors shall maintain an up-to-date Overtime List. An employee who cannot be contacted on three separate occasions or refuses overtime in his turn shall be charged with the hours, except an employee already scheduled for the tour for which overtime is needed. All overtime will be recorded and charged. All overtime of a routine nature where a Toll Collector is called for four (4) or eight (8) hours duty at the plaza or any other plaza will be recorded. Refusals to work overtime when requested will be recorded and charged. If a Collector cannot be contacted, he will be charged as in a refusal after the third such attempt to make a contact. Overtime of a routine nature shall be that overtime whereby a supervisor may schedule such work forty-eight (48) hours in advance. The Authority shall be

solely responsible for determining whether overtime shall be worked.

Section 8. Instructions - Overtime Call-In Procedure

All supervisors will strictly adhere to the following procedure governing the method to be used in making calls to employees for overtime:

(a) Calls will be made to off-duty collectors based on the seniority equalization chart.

(b) Calls will be made immediately upon being aware of the requirement for overtime to give the collector sufficient notice.

(c) A Witness to the call being made should, if practical, be had in the person of the Plaza Steward, if available, or a Toll Collector on duty.

(d) Employees on sick leave or vacation will not be contacted.

(e) The Overtime Equalization Chart will continue in force. Absences requiring overtime will be offered by use of the chart for absences on any shift.

Section 9. Employees, except as provided below, will not be scheduled to work on the following holidays:

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veterans' Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

Employees may be called in to work on a holiday provided that there are no Toll Collectors available for holiday work pursuant to the overtime call-in equalization provisions as provided for in Article III of the Contract dated July 1, 1976 with Local 196 covering Toll Collectors.

Any employee called in to work the above holidays pursuant to this section shall be paid for the hours worked at the rate of time and one-half his regular rate.

#### ARTICLE IV SENIORITY

##### Section 1. Definition

Seniority is defined as the length of an employee's continuous employment with the Authority.

## Section 2. Layoff and Recall

(a) In all cases of decrease or increase of the Authority's working force covered by this Agreement, the principle of seniority shall apply for layoff and recall purposes.

(b) Employees on layoff shall promptly notify the Personnel Office of the Authority in writing of any changes in their home address.

(c) The Authority shall not be obligated to recall ex-employees who are on the layoff list for more than thirty (30) months or one-half of the employee's service with the Authority, whichever is less.

(d) Within forty-eight (48) hours of receipt of notice of layoff or recall, the Union will be given the opportunity to discuss with the Authority such layoffs or recall.

## ARTICLE V UNION REPRESENTATION

Section 1. The Authority agrees to pay Union Officials (not to exceed two (2) for time spent during regular work hours in the processing of Grievances, and/or the defense of an employee in Disciplinary Action either at their individual areas or at Woodbridge Headquarters, and/or in the representation of any employee in a hearing conducted under "Mental or Physical Disability Policy" and/or for authorized meetings of the Labor Relations Committee.



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

Section 3. The Authority, with at least one (1) week prior written notice, agrees to release from work assignment without pay, Officials for the purpose of attending state or international conventions, limited to not more than two (2) employees at a time for state conventions and four (4) for international conventions and further limited to not more than four (4) weeks per calendar year.

Section 4. The Authority agrees to release from work assignment without pay as excused absence, Union Officials for such other Union matters, upon request by the Union and approval by the Authority, as indicated in said request by the Union and approval shall not be unreasonably withheld.

Section 5. The employee elected as Vice President of Local 196 representing Senior Citizens will be placed on steady day shift except Saturday and Sunday.

ARTICLE VI  
GRIEVANCE PROCEDURE

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

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

C. If an employee believes he has a grievance under the terms of this Agreement, he may seek redress as follows:

Step 1. A complaint should first be made orally. If said complaint cannot be settled between the Authority and Union after meeting with the supervisor involved, then the grievance will be presented in writing to the Superintendent of Tolls. Within five (5) days, the Superintendent of Tolls will arrange a meeting with the representatives of the Union (2) to discuss the grievance. A written answer by the Authority will be given within five (5) days if not given at the said meeting.

Step 2. If the grievance is not satisfactorily settled, the grievance will be submitted to the Executive Director who will arrange a meeting with the Union representatives and an answer will be given within five (5) days if not given at the said meeting.

Step 3. If the grievance is not satisfactorily settled, the grievance will be submitted to the Chairman of the Board of Commissioners who will arrange a meeting with the Union representatives and an answer will be given in writing within five (5) days of the meeting.

D. The foregoing time limits may be lengthened or waived by mutual agreement.

E. The Authority's reply to a grievance will be considered final at any level of the grievance procedure and the grievance closed if written notice to the contrary is not received within thirty (30) days of the date of such reply.

F. All parties shall have the right to present and examine evidence and witnesses at every level of the procedure. All pertinent Authority records will be made available for examination. The proceedings may be recorded.

G. The two (2) members of the Union to be represented at the meetings and arbitration shall be released from duty with pay.

If either the Union or the Authority remain aggrieved at the completion of the aforementioned procedures, they may within fifteen (15) days of receipt of denial request arbitration of the grievance.

Any grievance which remains unsettled after having been fully processed pursuant to the above grievance procedure and which involves either:

(1) the interpretation or application of a specific provision of the Agreement except Article XIII, or

(2) a disciplinary penalty (including suspension and discharge) which is alleged to have been imposed without just cause,

may be submitted to PERC for arbitration upon written request of

either the Union or the Authority within thirty (30) days after the answer at the final step of the grievance procedure.

In the event a question arises as to the arbitrability of the grievance by reason of Article XIII, the question of whether or not the grievance can be arbitrated shall be submitted to the Arbitrator involved.

The award of an arbitrator upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way, alter the provision of this Agreement.

No employee shall be paid for the time spent in an arbitration proceeding, and each party to the proceeding shall bear the expense of preparing and presenting its own case. The costs of the arbitrator shall be borne equally by the parties.

ARTICLE VII  
BENEFITS

The following benefits shall be effective the date of this Agreement:

- A. Bereavement Pay
- B. Medicare Reimbursement
- C. Uniforms
- D. Sick Pay

"A" BEREAVEMENT PAY

In the case of death in an employee's immediate family, which shall include the employee's spouse, children, grandchildren, step-children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, sisters and brothers-in-law, the Authority shall grant a leave of absence with pay of up to three (3) days from date of death to and including day of funeral, providing said period is during the employee's regularly scheduled work day or days.

"B" MEDICARE REIMBURSEMENT

Effective January 1, 1978, each employee hereunder shall be reimbursed for his own personal Medicare Insurance Premium, Part B.

In order to be eligible for said reimbursement, employee

must show proof of payment to the Authority.

New employees hired after effective date of this contract will be entitled to the above reimbursement on the first of the month next following two (2) months after the effective date of hire.

#### "C" UNIFORMS

The uniform maintenance allowance will be effective July 8, 1979 in the amount of \$60.00 yearly, payable at a flat rate of \$5.00 per month.

#### "D" SICK PAY

After one (1) year of employment, employees working sixty (60) hours or more per month shall be entitled to two (2) hours of sick pay for each month worked for a total of 24 hours for twelve months. If at the end of each contract year all of sick pay earned has not been used, the employee will be paid for the hours not used under this section.

### ARTICLE VIII WORKING CONDITIONS

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

Section 2. An employee shall have the right and duty to notify his supervisor of all hazardous safety conditions. If a job appears to be hazardous and dangerous, employee will contact his immediate supervisor and shop steward. No employee shall be required to operate equipment or drive a truck which is in an unsafe condition. The Authority's Safety Engineer or his designee shall make the determination as to the safety of vehicles or equipment in question.

Section 3. No employee shall be required to perform work other than that set forth in his particular job description. Each employee shall be responsible to his immediate supervisor, or foreman, or person in charge of his work assignment, except in cases of emergency or where the best interests of the Authority otherwise dictate. In the event a change in assignment is ordered by a superior other than an employee's immediate supervisor, Authority agrees that it shall be the responsibility of such superior to notify the immediate supervisor of such change forthwith by the most direct method available. An employee assigned to a lane will not be replaced with one from another plaza, except by agreement with the employee.

Section 4. All past privileges and practices not covered by this Agreement shall be continued. Employees shall be subject to existing Personnel Policies, Practices, Manuals, Rules or Regulations not herein enumerated except as they may be modified herein. No changes, additions, or revisions shall be made or applied to employees covered by this Agreement except and until agreed upon by the Union.

ARTICLE IX  
UNION SECURITY

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

ARTICLE X  
MUTUAL COOPERATION

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

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

Section 3. The parties agree that the pursuit of harmonious relations between the Union and Authority is the continuing intent of the parties, recognizing the mutual responsibility of each under Chapter 303 P.L. 1968, as amended in 1975, to avoid strife and resolve quickly all disputes.

Section 4. The Authority agrees that the provisions of this Agreement shall be carried out in all respects through



the life of this Agreement and assures the Union compliance by its Administrative and Management personnel.

Section 5. The Union agrees that this Agreement was reached in good faith pursuant to Chapter 303 P.L. 1968, as amended in 1975, and to abide by the terms and conditions of this Agreement through the life of the Agreement.

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

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

Section 8. The Union further agrees that any strike, work stoppage, slowdown, or other overt acts of disharmony which continue beyond a thirty-six (36) hour period shall render null and void the provisions of this Agreement and

shall hold safe Authority from the carrying out of any and all provisions of this Agreement thereafter.

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

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

Section 11. Bulletin Boards - The Union may use appropriate existing bulletin boards in the plazas for the purpose of posting newsletters, announcements of Union meetings, Union elections and results thereof, appointments to Union offices, change in Union By-laws and social and recreational affairs.

#### ARTICLE XI JOB CLASSIFICATIONS

Section 1. Job Classifications and Descriptions shall appear in the Addendum attached hereto. No changes shall be made in Job Classifications or Descriptions except as may be agreed upon by the parties hereto.

Section 1 (b). The duties of all Job Classifications will be carried out as it is outlined in the attached job description Addendum and will be shared equally by all.

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

#### ARTICLE XII RATES OF PAY

Section 1. The following job rates will be effective during the term of this contract for Senior Citizen Toll Collectors:

July 1, 1979	\$5.10 per hour
July 1, 1980	5.45 per hour

Any employee hired after the date of this contract as a Senior Citizen Toll Collector shall receive the following rate:

Start	After 1 yr.	After 2 yrs.
\$3.75	\$4.25	\$5.10 per hour
7/1/80		5.45 per hour

#### ARTICLE XIII AUTHORITY JURISDICTION

Section 1. The Authority shall continue to exercise exclusive jurisdiction in determining the number of employees required and assigned at every Toll Plaza and Toll Ramp as well as the number of Automatic Toll Collecting Machines at such locations. In addition thereto, the Authority shall continue to determine the number of temporary employees required such as Senior Citizens and Summer Employees and the location to

which such personnel shall be assigned. The Authority retains the right to exercise all rights and privileges of management, subject to the terms of this Agreement.

ARTICLE XIV  
LEGAL APPLICATION

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

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

ARTICLE XV  
ABSENCE POLICIES

Section 1. Outlined below is the method of reporting absences for employees:

A. For this instruction, an absent employee is any employee not reporting for duty.

B. Reporting Absences: When illness, injury or other emergency prevents an employee from reporting for duty, he must notify his immediate supervisor no later than one hour before the start of the shift.

If the employee cannot call personally, he must arrange that the following information be given to his supervisor:

1. Employee's name
2. Telephone number and address where he can be reached.
3. Reason for absence
4. Probable duration of absence

## Section 2. Leave of Absence - Without Pay

A. When conditions of the Authority permit, an employee may be granted a leave of absence to attend to personal business. Leave of absence is any approved extended period from work without pay.

B. In appropriate circumstances, Department Heads may grant leaves of absence of not more than two weeks duration to employees who have completed at least one year of New Jersey Highway Authority service.

C. Leaves of absence in excess of two weeks may be granted, providing the employee requesting such leave has been employed by the Authority for one year or more, only on the recommendation of the Department Head and approval of the Executive Director of the Authority or his designee.

Leaves of absence in excess of 30 calendar days may be granted only in exceptional circumstances providing the employee requesting such leave has been employed by the Authority for two or more years. In such cases, the Department Head will submit all pertinent information, along with his recommendations, to the Executive Director of the Authority for his approval.

D. The "Payroll Advice Form", with the necessary signatures, must be used for the approval of all leaves of absence in excess of two weeks.

ARTICLE XVI  
LABOR RELATIONS COMMITTEE

The Authority and the Union herein agree to the formation of a Labor Relations Committee composed of three (3) Authority representatives and two (2) Union Officials (who shall be Authority employees) and a Union representative.

The purpose of such Committee will be:

1. To maintain full confidence between the Union, its members, and the Authority.
2. To function expeditiously and efficiently in Step 3 of the Grievance Procedure.
3. To serve as an effective and functioning Committee regarding mutual major problems of a labor relations nature.

ARTICLE XVII  
MENTAL OR PHYSICAL DISABILITY POLICY

Whenever it is believed that an employee is unable to perform the duties of his employment because of mental or physical disability, as certified to by a physician or physicians selected by the Authority for the purpose, the immediate supervisor shall forward a complete written report concerning same to the Division Head. If, upon review of such report, the Division Head shall determine that good

and sufficient cause is present for the dismissal, transfer or demotion of said employee, he shall prepare a written notice of the date and time of a hearing to be held before the Department Head and cause the same to be served upon the employee, either personally, or by certified mail, return receipt requested. The hearing should be scheduled not more than ten (10) working days from the date of the notice.

The notice shall advise the employee of the nature of the hearing, shall contain a summary of the findings of a physician or physicians and shall explain the possible result of such hearing which shall be a recommendation to the Personnel Committee that the employee be retained in his present position, demoted, transferred or dismissed.

The notice shall, also, advise the employee of his right to file a written statement of his contentions within five (5) working days of the date of service of the notice. The employee shall also be informed that he may be represented and accompanied by any representative of his own choosing and may present any pertinent information or evidence in his own behalf.

The Department Head shall consider the testimony presented at the hearing and the written reply, if any, and the testimony offered by the employee. Thereafter, the Department Head shall forward a written report of the hearing to the Personnel Committee together with his recommendation

as to the disposition of the case. This report and recommendation should be forwarded to the Personnel Committee within ten (10) days of the date of the hearing.

The Personnel Committee shall consider the record presented to it and reach a determination thereon. Such determination shall be in the form of a recommendation to the Executive Director of the Authority that the employee be either retained, demoted, transferred or dismissed. It may in its discretion take additional testimony, in which event the employee shall be duly notified, so that he may be present and represented, if he so desires. The recommendation of the Personnel Committee should reach the Executive Director of the Authority within ten (10) working days of its receipt of the report of the Department Head. The Department Head of the employee concerned shall not participate in the deliberations of the Personnel Committee.



ARTICLE XVIII  
**DISCIPLINARY ACTION**

**A. Policy and Purpose**

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

**B. Disciplinary Actions - Category "A" Employees**

**1. Local Disciplinary Action**

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

Penalty	Duration	Remarks
Suspension	3 days or less	May include vacation, holidays, if requested by the employee
Informal Reprimand		Not to be forwarded to Personnel Division

"If an employee's driving privilege is a requirement of the Job Specifications covering his assignment and the same is suspended or revoked, he may be subject to local disciplinary action which could include in addition to the foregoing penalties, disqualification from promotion or overtime work during the period of such suspension or revocation.

Nothing herein contained shall limit or restrict the right of the Authority to bring disciplinary action against such employee for alleged offenses which may have occurred simultaneously or concurrently with the motor vehicle violation leading to the suspension or revocation."

## 2. Major Disciplinary Action

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

Penalty	Duration	Remarks
Dismissal Demotion Suspension	Not more than 60 days	May include vacation, holidays, if requested by the employee
Official Reprimand		To be made a matter of record and filed with Personnel Division

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

### C. Limitations on Disciplinary Action.

1. Such action may be taken only in conformance with the regulations set forth in this procedure.
2. Discipline may be imposed in cases of substantial or repeated shortages. The Union will be notified prior to the taking of any disciplinary action.
3. When a patron makes a complaint against a Toll Collector or a maintenance man, such complaint shall be handled as follows:

A representative of the Authority and the Union shall within 30 days of receipt of such complaint jointly confront the patron and the report of each representative shall be available for a hearing if the Authority decides to hold same.

4. Disciplinary action may be taken only once for a particular offense. However, an employee may, through repeated offenses, establish a course of conduct. In such cases, being disciplined for the course of conduct does not subject the employee to more than one disciplinary action for a single offense. Disciplinary action resulting from a charge of having established

such a course of conduct may not include offenses committed more than two (2) years prior to commission of the latest offense in the case of new, probationary employees, and more than one (1) year prior to commission of the latest offense in the case of non-probationary employees. In all other cases, disciplinary action shall be commenced not later than ten (10) working days following commission of the offense or not later than ten (10) working days following awareness by the person making the charge that an offense has been committed. When charges are made, the Union will receive a copy of such charges.

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

#### D. Procedure

Whenever it is believed that disciplinary action may be called for, the supervisor should make a thorough investigation of the situation and arrive at a determination. The supervisor, whenever possible, must give the employee an opportunity to make a statement in his own behalf. The supervisor should also take into consideration the employee's length of service, performance record and disciplinary record. The supervisor then decides whether or not the matter should be one for disciplinary action. If he believes it is called for, he determines what, in his opinion, would be appropriate action as follows:

##### 1. Local Disciplinary Action

In the event that the supervisor determines that the matter should be appropriately handled as a local disciplinary action, he shall serve upon the employee a written notice specifying the offense charged, a copy

of which notice shall be sent to the Division Head. The notice shall advise the employee of his right to file a written answer to the charges within five (5) working days of the date of service of the notice, and shall inform him of a date not more than ten (10) working days thereafter, as well as a place, when and where the matter will be heard by the Hearing Officer to be appointed by the Division Head for such purpose. The employee shall also be informed that he may be represented and accompanied by any representative of his own choosing and may present any pertinent information or evidence, including witnesses, in his own behalf. Any such hearing shall not be scheduled on involved employee's day off.

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

(ii) An employee may, after being informed of a decision, take an appeal within five (5) working days to the Department Head. Appeal, if taken shall be by Notice of Appeal, in duplicate, addressed to the Department Head and shall contain a complete statement of the employee's contentions. Upon receipt of the Notice of Appeal, the Department Head shall consider the appeal and render a written decision within ten (10) working days after receiving the Notice of Appeal.

## 2. Major Disciplinary Action

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

If, upon review of such report and recommendations, the Division Head shall determine that a major disciplinary action is warranted, he shall prepare, with the assistance of the General Attorney, a written notice specifying the offense charged and cause the same to be served upon the employee. The notice shall advise the employee of his right to file a written answer to the charge within five (5) working days of the date of service of the notice, and

shall inform him of a date not more than ten (10) working days thereafter, as well as a place, when and where the matter will be heard by the Department Head. The employee shall also be informed that he may be represented and accompanied by any representative of his own choosing and may present any pertinent information or evidence including witnesses, in his own behalf. Any such hearing shall not be scheduled on involved employee's day off.

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

An employee may, after being informed of a decision, take an appeal within five (5) working days to the Executive Director of the Authority. Appeal, if taken, shall be by Notice of Appeal, in duplicate, addressed to the Executive Director of the Authority and shall contain a complete statement of the employee's contentions. Upon receipt of Notice of Appeal, the Executive Director of the Authority shall appoint an Appeal Board to consider the appeal (refer to procedure on appeals).

#### E. Interim Suspension

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

**"F" - WAIVER OF HEARING**

Following receipt of charges, the employee may in writing waive his right to a hearing and to contest the charge. Such waiver shall not deny the employee the right to appeal to the Department Head as outlined herein, should he feel that the penalty is too severe.

**"G" - PROCEDURE ON APPEALS**

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

1. Appointment

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

2. Number of Members

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

3. Who May Serve

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

4. Functions of Appeal Board

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

5. Conduct of Hearings

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

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

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

#### 6. Findings and Recommendations

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

#### H. Witnesses

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

#### 1. Waiver of Time Limits

The time limits specified in Articles IX and X may be changed by mutual agreement of the parties.

ARTICLE XIX  
PAYROLL DUES DEDUCTION

The Authority agrees to deduct from the compensation of any employee member of the International Federation of Professional and Technical Engineers, AFL/CIO, Local 196, sufficient monies for the purpose of paying the employee's dues to the International Federation of Professional and Technical Engineers, AFL/CIO, Local 196, provided said employee makes such request, in writing, to the Comptroller's Office of the Authority.

Monies so deducted by the Authority shall be transmitted to the International Federation of Professional and Technical Engineers, AFL/CIO, Local 196.

Any such request for deduction may be withdrawn at any time upon filing Notice of Withdrawal with the Comptroller's Office, of the Authority, effective either January 1 or July 1, as selected by the employee.

ARTICLE XX  
POLICY OF TENURE OF OFFICE

A. An employee shall be deemed to be employed upon the condition that he/she shall not be removed from the particular office, position or employment held by him/her except for good and sufficient cause or reason and then only after a hearing such as prescribed by this Agreement. It is the intent of this resolution to create for the employees of the Highway Authority a tenure of employment which will be permanent, subject to good behavior, the proper performance of his duties,



or the possible re-organization or reduction of personnel (in whole or in part) in the interest of efficiency, economy, or otherwise. Any dismissal, demotion or transfer of any employee or the abolition of a particular office or position for any other or hidden motives shall be regarded as violative of the spirit under which this resolution is adopted.

B. The following are examples of good and sufficient cause or reason for removal, dismissal, transfer, demotion or abolition of a particular position within the meaning of the resolution.

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

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

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

4. Conduct which is prejudicial to the New Jersey Highway Authority or the public interest.

C. The following is an example of good or sufficient cause or reason for removal, dismissal, transfer, demotion or abolition of a particular position within the meaning of this resolution by the Authority, without hearing:

1. The reorganization of the Highway Authority or of one of its facilities, properties, departments, divisions or projects.

ADDENDUM "A"  
SENIOR CITIZEN TOLL COLLECTOR

JOB DESCRIPTION

Responsible for collecting and classifying tolls (currency, tickets and others) from patrons.

Responsible for accounting for personally collected or assigned funds.

Responsible for maintaining good public relations with patrons of the New Jersey Highway Authority.

Responsible to perform the following functions: giving out leaflets, receipts, information, use of salt and shovel during snow at approaches to his booth or for his personal needs only, and any general duties assigned by his supervisor. When no regular Toll Collector is free to do so, will move cones, pick up coins, put out bombs and flares and change signs.

In addition, a Toll Collector will perform all other functions as described in the Toll Collector's Manual.

JOB SPECIFICATIONS  
EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

Ability to handle currency and prepare change rapidly and accurately.

Ability to operate toll recording devices.

Ability to give clear, concise and correct information.

Ability to prepare Toll Division forms.

Pleasant and tactful personality and neat appearance.

Good physical condition due to rotating shifts and weather extremes.

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

NEW JERSEY HIGHWAY AUTHORITY

By: William F. Smith  
William F. Smith, Chairman

ATTEST:

Rosemary Osborne  
Assistant Secretary

FOR LOCAL 196, I.F.P.T.E., AFL/CIO

John C. Gross  
John Gross, President

Joseph Ahlemeyer  
Joseph Ahlemeyer, Vice President

Rudolph Thomas  
Rudolph Thomas, Secretary

WITNESS:

John T. Rush  
John Rush, Treasurer

Joseph Spicuzzo  
Business Agent

Eugene McPartland  
Eugene McPartland, Sgt. at Arms

Russell W. Smith  
Russell W. Smith, Senior Citizen Vice  
President