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AGREEMENT
BETWEEN THE
SOUTH JERSEY TRANSPORTATION AUTHORITY

AND

LOCAL 193, CHAPTER A
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS
(I.F.P.T.E.), AFL/CIO

NOVEMBER 1, 1993 - OCTOBER 31, 1996

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE ONE	RECOGNITION 2
ARTICLE TWO	CHECK-OFF AND AGENCY SHOP 3
ARTICLE THREE	CONSIDERATION/COOPERATION/EXCLUSIVE MANAGEMENT RIGHTS/MODIFICATION OF RIGHTS. . . 5
ARTICLE FOUR	DISCRIMINATION 8
ARTICLE FIVE	NO STRIKE OR LOCKOUT PLEDGE 9
ARTICLE SIX	HOURS OF WORK 10
ARTICLE SEVEN	SENIORITY 13
ARTICLE EIGHT	NEWLY HIRED/PROMOTED/TRANSFERRED/RECALLED Employees 14
ARTICLE NINE	WAGES 20
ARTICLE TEN	GRIEVANCE PROCEDURE 22
ARTICLE ELEVEN	DISCIPLINARY PROCEDURE 25
ARTICLE TWELVE	HOLIDAYS 28
ARTICLE THIRTEEN	VACATIONS 30
ARTICLE FOURTEEN	HEALTH BENEFIT PLANS 34
ARTICLE FIFTEEN	SICK LEAVE 38
ARTICLE SIXTEEN	SUPPLEMENTAL WORKER'S COMPENSATION PLAN . . 41
ARTICLE SEVENTEEN	LEAVE OF ABSENCE POLICY 43
ARTICLE EIGHTEEN	WORKING CONDITIONS 45
ARTICLE NINETEEN	UNION REPRESENTATION 54
ARTICLE TWENTY	LEGAL APPLICATION 55
ARTICLE TWENTY-ONE	TERM OF AGREEMENT 56

ARTICLE ONE

RECOGNITION

certify
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gnizes the Union as the Majority
to Chapter 303, P.L. 1968, of certain
y as certified to the parties by the
ons Commission by a Certification of
RD-87-133 dated May 29, 1987 as follows:
olaza supervisors employed by the South
uthority. In accordance with Public
ssion Certificate of Representation under
October 17, 1991, this unit also includes
ndents, Foreman, and Maintenance Office
South Jersey Transportation Authority.

Employees, including superintendents,
collective negotiations units, craft
employees, police officers, fire fighters,
managerial executives within the meaning

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The parties to this Agreement agree to cooperate in carrying out the provisions set forth and to exchange information that is needed to maintain harmonious relations under this Agreement.

SECTION 3 -- Exclusive Management Rights

The Union agrees that the Authority has the exclusive right to manage its operations. Such exclusive right includes, but is not limited to, the control of its properties and the maintenance of order and efficiency; the determination of the number and locations of all toll booths, toll areas, maintenance yards and maintenance facilities; the operational hours; the determination of the methods and means by which its operations are to be carried out on the selection, direction and assignment of the work force including, the right to hire, suspend, demote or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve Employees from duty because of lack of work or for other legitimate reasons; determine the work to be performed within the Unit, amount of supervision necessary, methods, schedules of work, together with selection, procurement, designing, engineering and control of equipment and materials; purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement and State law.

SECTION 4 -- Modification Of Rights

This Article does not limit or modify the rights of the parties under any other provisions of this Agreement.

ARTICLE FOUR

DISCRIMINATION

The provisions of this Agreement shall be applied to Employees without discrimination based on sex, age, race, color, creed, union activity, national origin, ancestry, marital status, nationality, because of the liability for service in the Armed Forces of the United States, a typical hereditary cellular or blood trait, or disability or impairment subject to suitability to perform in accordance with the job description.

There will be no discrimination by either party to this Agreement against any Employee because of membership or activities in the Union. Union officers, representatives or members shall not be discriminated against, interfered with, restrained or coerced by the Authority or its representatives because of any Union activity in conjunction with this Agreement.

ARTICLE FIVE

NO STRIKE OR LOCKOUT PLEDGE

The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support or engage in any strike by the Union (e.g., the concerted failure to report for duty or willful absence of any Employees from their positions or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Authority by its members, such as requiring them to work in their supervisory capacities during any labor dispute resulting in a work stoppage, slow-down, sick-in, etc., or in a case of emergency.

The Authority agrees that it will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.

ARTICLE SIX

HOURS OF WORK

SECTION 1 -- Toll Plaza Supervisors

The work week for Toll Plaza Supervisors shall consist of seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday. This shall not be construed, and nothing in this Agreement shall be construed, as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time by Toll Plaza Supervisors covered hereunder. Work weeks shall normally be comprised of an eight (8) hour day and forty (40) hour work week. It is understood and mutually agreed that because of the operating needs of the Authority, other schedules of work weeks are also necessary outside of the normal work week defined above, and the Authority shall not be limited in determining such schedules by the foregoing language.

A Toll Plaza Supervisor's work day shall include a one-half (1/2) hour paid lunch at his/her normal work location in the Supervisor's office area which shall be scheduled approximately at the midpoint of the shift by the Authority. During this lunch period, the Toll Plaza Supervisors shall have normal access to all toll plaza facilities and shall be permitted to leave his normal work location in the supervisor's office area for the purposes of accessing the plaza kitchen facilities to secure his/her lunch,

refreshments, or to use the rest room facilities. This lunch period may be shortened, canceled or interrupted in the event emergent circumstances arise.

**SECTION 2 -- Assistant Superintendents/Foreman/
Maintenance Office Manager**

The normal work week for Assistant Superintendents, Foremen and Maintenance Office Manager shall be Monday to Friday, inclusive, and shall be forty (40) hours per week, eight (8) hours per day, the normal work hours to be 7:30 a.m. to 3:30 p.m., including a one (1) hour paid lunch. Failure to have assignments prepared by 7:30 a.m. will be grounds for disciplinary action, with the exception of emergencies and/or last-minute supervisory changes. Any paid leave will constitute time worked for the purpose of overtime.

SECTION 3 -- Optional Second Shift

Between the months of April 1 through November 1 of every year, the Authority may create a second shift in the Maintenance Department. The shift shall be Monday through Friday and shall be treated as a premium afternoon shift as set forth in Section 6. Second shift assignments shall be made in reverse order of seniority and shall rotate on three (3) week intervals.

SECTION 4 -- Overtime

All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of one and one-half (1.5) times the Employees regular hourly rate of pay. However, no overtime shall be worked nor shall any overtime be payable unless the overtime has been specifically authorized by the Department Superintendent or other appropriate managerial executive prior to its being worked or is worked in accordance with Department procedures. Overtime shall be compensated in one-quarter (1/4) hour units, fractional portions being counted as a full one-quarter (1/4) hour. Further, the Authority may, at its discretion, allow an Employee to take compensatory time at straight time in place of paid overtime. Insofar as practicable, overtime of a routine nature or emergency shall be offered to personnel on a seniority and equalization basis by his or her reporting base location.

Compensatory time cannot accrue beyond eighty (80) hours and must be taken within twelve (12) months of earned time and is subject to the discretion of Department Director.

SECTION 5 -- Shift Premium

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

ARTICLE SEVEN

SENIORITY

SECTION 1 -- Determination

Seniority in job title will govern in all cases of rehiring, layoffs or demotions due to increasing or decreasing forces. Seniority shall be based upon time in job title. For the purposes of this section, the term job title seniority shall mean the Employee's seniority from date of permanent appointment to any management job title within this bargaining Unit. In the event that more than one person has the same date in job title, the person with more continuous service with the Authority will be considered as the most senior. If more than one person shares the same date in job title and the same date of hire, then a drawing of lots shall determine seniority.

SECTION 2 -- Cessation

An Employee shall cease to have seniority rights by:

- (a) Voluntary resignation.
- (b) Justifiable discharge.
- (c) Unauthorized absence for more than five (5) working days.
- (d) Failure to return upon expiration of an authorized leave without notification to the Authority within five (5) working days after the scheduled return date.

ARTICLE 8

NEWLY HIRED/PROMOTED/TRANSFERRED/RECALLED Employees

SECTION 1 -- New Hires And Promoted Employees

Newly appointed or promoted Employees to the positions hereunder shall be considered probationary in such positions with no seniority status, until having successfully completed a probationary period of ninety (90) days after which time their seniority shall be retroactive to date of appointment or promotion.

A mid-point review will be made of all newly appointed or promoted Employees hereunder. At any time during the probationary period or at the conclusion of the probationary period, the Authority shall determine whether the Employee has successfully performed during this probationary period. During any such review, a Union representative may be present as an observer. In the event an Employee fails to successfully perform or complete his probationary period, he shall return to his/her former position without loss of seniority.

SECTION 2 -- Step Procedure

The parties have agreed to establish a five-step salary range for all Employees either hired, promoted or transferred into new positions outside their division (maintenance, tolls, and state police) after the execution of this Agreement, beginning at eighty percent (80%) of the current rate of pay. Future increases shall

be given in four (4) increments in accordance with the following schedule:

- a) After the first six (6) months of service, eighty-five percent (85%) of current rate.
- b) After the second six (6) months of service, ninety percent (90%) of current rate.
- c) After two (2) years of service, ninety-five percent (95%) of current rate.
- d) After three (3) years of service, one hundred percent (100%) of current rate.

SECTION 3 -- Salary Rate For Promoted Employees

The salary rate of an Employee who is promoted within the meaning of Article 8, Section 7 of the Agreement, will be calculated as follows:

- i. Ascertain the hourly rate of the promoted Employee's prior position.
- ii. Calculate the hourly rate for the position into which the Employee will be promoted at eighty percent (80%), eighty-five percent (85%), ninety percent (90%), ninety-five percent (95%) and one hundred percent (100%) of the hourly rate.
- iii. Determine whether the Employee's prior rate falls within the scale of eighty percent (80%) to one hundred percent (100%) of the top salary range for the new position.
- iv. The Employee will receive the percentage rate of pay for the new position which is greater than his/her rate for the previous position. If an Employee's rate falls at or above ninety-five percent (95%) of the new rate, that Employee shall receive one hundred (100%) percent of the new rate.

SECTION 4 -- Salary Rate For Transferred Employees

An Employee who transfers to a new position will maintain in the new position, the percentage rate for which that Employee was receiving in his/her old position. An Employee will then bump to the next level (based on service time), when he/she meets the service requirement. For example, if an Employee is at eighty five percent 85% of his/her salary, that Employee will receive eighty five percent 85% (whether higher or lower) of the new rate of pay, and when it is time to move to the next salary step, will go to ninety percent 90% of the new position rate, and so on until one hundred percent 100%.

SECTION 5 -- Layoff/Bumping Procedure

A. **LAYOFF** In all cases of decrease (layoff) in the AUTHORITY'S work force covered by this Agreement, the principle of "Seniority" shall apply.

In the event of a layoff and/or job elimination, the AUTHORITY agrees to give all affected Employees and the UNION at least forty-five (45) calendar days advance notice or pay in lieu thereof.

Laid off Employees shall have indefinite recall rights and shall continue to accumulate Seniority (for all purposes) during the duration of their layoff period.

B. **BUMPING** When because of layoff, an Employee's job is eliminated, or that Employee is forced to "bump" because he/she

she has been displaced (bumped) by a senior Employee, the following rights and procedures shall prevail:

(i) Employees who have their jobs eliminated or are bumped may exercise seniority by bumping the junior Employees laterally or downward, into any Bargaining Unit job title within their Division (maintenance, tolls, or state police).

(ii) All Employees downward bumping (bumping into a lower job title) shall have their pay adjusted accordingly, and will be paid according to the schedule of their acquired job title.

(iii) No Employee shall be permitted to bump to a higher job title nor shall a junior Employee bump a senior Employee. Employees who bump into a new job title are expected to meet the minimal requirements of the job specification into which the Employee is bumping.

(iv) There shall be a Union Officer present during the bumping procedure and affected Employees shall be advised of all options in the bumping process.

SECTION 6 -- Recall

The last Employee laid off shall be the first to be recalled in his/her Division in accordance with Seniority, so long as the Employee is qualified. When job openings become available, the bumped, eliminated and/or recalled Employee shall be returned to his/her respective Division based upon seniority, and shall subsequently be returned to his/her original Departmental job title and shift once they become available, on a Seniority basis.

SECTION 7 -- Promotions

The purpose of this section is to provide Employees who are qualified and capable of performing the services required with the opportunity to fill openings for work in higher-rated jobs within the Bargaining Unit, in their Division. For the purpose of this provision, "promotion" shall mean assuming a position of higher rate of pay. Position openings within the Bargaining Unit in any Division will be posted Authority-wide on all bulletin boards for a period of five (5) working days. During the posted period, an Employee may bid for the vacancy by filing a written notice to the Division Head. Job bids will immediately be forwarded to the Authority's Administration Office. Employees requesting promotion may be promoted to vacancies within the Bargaining Unit provided they are found to be qualified by the Authority and in accordance with; (a) seniority; (b) skill; (c) ability; (d) past discipline record as it may relate to the needs of the positions; and (e) attendance record. Any Employee promoted will be subject to a ninety (90) day performance review period. Employees will maintain all existing benefits during this performance period. A mid-way performance review and evaluation shall be made, in writing, at the end of forty-five (45) days. A copy of this evaluation will be provided to the Employee and the Union. Should an Employee fail to achieve a satisfactory rating in his/her new position, he/she shall be entitled to return to his/her former position with no loss of seniority.

If no Bargaining Unit member is qualified as determined by the Authority, the Authority has the right to hire from outside the Bargaining Unit.

ARTICLE NINE

WAGES

SECTION 1 -- Wage Increases For Unit Employee

The Authority agrees to increase the base wages paid to Employees covered by this Agreement as follows:

November 1, 1993	-	\$1,000.00
November 1, 1994	-	\$1,000.00
November 1, 1995	-	\$1,000.00

SECTION 2 -- Non Recurring Lump Sum Adjustment

The Authority agrees to provide a non-recurring lump sum adjustment to Assistant Superintendents, Foreman and Maintenance Office Managers during the life of this Agreement in accordance with the following schedule:

November 1, 1993	-	\$500.00
November 1, 1994	-	\$500.00
November 1, 1995	-	\$500.00

It is understood and agreed by and between the parties that the adjustment detailed above is a special, one-time, non-recurring adjustment, not included in base wages for any purposes.

SECTION 3 -- Longevity Pay

A full time Employee with five (5) or more years of continuous service with the Authority shall receive a payment added to his/her base pay in the amount of three hundred dollars (\$300.00.) With the completion of each additional five (5) years of continuous service, the Employee shall receive an additional four hundred dollars (\$400.00) added to his/her base pay. Longevity will commence with the first full pay period following the anniversary date of hire, but will be computed on a calendar year basis. Longevity pay shall be considered in total with salary for pension and overtime purposes.

ARTICLE TEN

GRIEVANCE PROCEDURE

SECTION 1 -- Definition

A Grievance is any cause of complaint arising between the Authority and an Employee or groups of Employees with reference to a condition of employment, or with respect to the application and/or interpretation of this Agreement.

SECTION 2 -- Presentment

Any Employee, group of Employees, or the Union may present Grievances to the management and may be represented by the Union or a Union Officer. Employees may be represented by any person of his/her own choosing, however, in any case, a Union representative shall be present.

SECTION 3 -- Step Process

A. STEP #1. A Grievance shall be presented, in writing, no more than ten (10) working days after the occurrence of the cause for such complaint or within ten (10) working days after becoming aware of the cause of such complaint to the Division or Department Head with a copy to the Union.

The Division or Department Head will conduct a hearing into the facts and render a written decision within ten (10) working days after such hearing.

B. STEP #2. If the Grievance is not satisfactorily settled, or if no written reply is received within ten (10) working days, the Grievance shall be presented, in writing, to the Executive Director who will conduct a hearing into the facts and render a decision within ten (10) working days after such hearing. The Executive Director may appoint a Designee to conduct the hearing. Such Designee shall be mutually impartial and have no direct interest in the Grievance.

C. STEP #3

The Union shall have the right to appeal the decision of the Executive Director to Arbitration, within thirty (30) days of receipt of the decision through the New Jersey Public Employment Relations Commission, the cost of which shall be borne equally by the parties. The decision of the Arbitrator shall be binding upon both parties. It is specifically understood and agreed that this Grievance Procedure, including the arbitration provisions thereof, shall not be applicable if the alleged Grievance involves the exercise of management rights, or involves violations of state laws and regulations.

SECTION 4 -- Paid Attendance

The Union Grievance Committee, grievant, and Union witnesses (if authority Employees) shall be paid by the Authority for all time lost in attending meetings with the Authority, at all steps of the Grievance Procedure and for time spent in an arbitration proceeding. Authority Employees who take part in the aforesaid, on their scheduled day off, shall receive compensatory time off on an hour for hour basis.

SECTION 5 -- Extension Of Time

By mutual agreement between the parties, an extension of the time limits set forth in the Grievance Procedure can be agreed upon.

ARTICLE ELEVEN

DISCIPLINARY PROCEDURE

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

SECTION 1 -- Notification

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

SECTION 4 -- Arbitration

The Union shall have the right to appeal any disciplinary action of the Executive Director to Arbitration as provided in Article Ten.

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SECTION 5 -- Penalty

In the event of an alleged serious offense, an Employee shall be suspended without pay pending the outcome of the charges. If, after a hearing, if the final decision is that the Employee shall not be reinstated, he/she shall receive full pay for the period of suspension as soon as the final decision is rendered. If the final decision shall include discharge, the dismissal is effective as of the first day of suspension.

Christmas

on a holiday
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straight time
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Employee on an
for holiday

*For Assistant Superintendents, Foreman, and the Maintenance Office Managers: Holidays falling on Sunday shall be observed on the following day. Holidays falling on Saturday shall be observed on the Friday prior thereto.

SECTION 2 -- Potential Holidays

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

SECTION 3 -- Administrative Leave

Employees shall be granted one general administrative leave day, which they may take at their choosing, and which shall not be carried over from year to year.

ARTICLE THIRTEEN

VACATIONS

Employees shall receive the following paid vacations, based on their seniority from date of permanent hire:

Less than 1 completed year	1/2 day per month
1 completed year, but less than 7 completed years	10 days
7 completed years, but less than 10 completed years	15 days
10 completed years, but less than 15 completed years	20 days
15 completed years, but less than 19 completed years	23 days
19 completed years, but less than 21 completed years	24 days
21 completed years, but less than 23 completed years	25 days
23 completed years, but less than 25 completed years	26 days
25 completed years and over	28 days*

*All Employees are subject to a twenty-eight (28) day cap on vacation. Any Employee that, as of the date of this contract, is entitled to more than twenty-eight (28) vacation days shall retain that level of vacation benefit, but the benefit shall be frozen at that level.

SECTION 1 -- Vacation Preference

Selection of vacation preference shall be by Seniority until February 28th. Department Heads, however, shall require at least ninety

(90) days' notice of the periods selected by the Employee to guarantee the time requested, otherwise the Department Head may assign vacation periods by mutual consent of both parties. Department Heads may deny vacation requests for a particular period on the basis of Department needs and manpower requirements. However, vacation shall not be unreasonably withheld.

SECTION 2 -- Vacation Usage

Employees may use seven (7) days of their vacation entitlement in any increments they desire upon one (1) week's written notice to the Department Head or upon mutual agreement. The balance of their vacation entitlement must be taken in periods of not less than five (5) consecutive days or, if such balance is less than (5) days, whatever such lesser balance shall be. In the case of the Toll Plaza Supervisor, no more than one (1) Employee per each reporting location (Pleasantville Toll Plaza and Egg Harbor Toll Plaza) will be off on vacation or Holiday during the period falling between May 15th and September 15th, and at the sole discretion of Management, may be increased. In the case of Maintenance Department Employees, no more than one (1) Employee in the Crafts Division and no more than two (2) Employees in the Roadway Division will be off on vacation at the same time without the prior approval of Management.

SECTION 3 -- Vacation Accrual

Vacation shall be taken in the calendar year in which they are earned, and if not so taken will lapse. However, if a vacation or any part thereof is not taken or granted because of workload requirements as certified by the Department Head, such vacation or part thereof shall accumulate for the individual Employee and shall be granted and may be taken during the next succeeding year only. Six (6) months' notice on accrued vacation will be considered on a case-by-case basis.

SECTION 4 -- Entitlement After Separation

Employees who have been continuously employed by the Authority during any calendar year and who are otherwise eligible, shall be entitled to their full vacation allowance should they terminate after September 15th. Other Employees who terminate during the course of any calendar year will be entitled to a pro-rated share of the allowance based on the number of months actually worked.

For this purpose, any Employee terminated after the 15th of any month shall be considered as having been employed for the full month.

SECTION 5 -- Payment

Employees, at their option, shall be paid their vacation paycheck for the weeks taken, prior to going on vacation. It is agreed that the Employee shall give the Authority at least three (3) weeks' advance notice, in writing, prior to vacation if he/she desires his/her vacation check prior to leaving.

SECTION 6 -- Vacation Cash-In

Employees with vacation entitlement of fifteen (15) days or more may "cash in" up to five (5) such days and work instead. Such "cash in" check shall be paid, at the Employees option, either in conjunction with the week (or less) he/she works or prior to the Employee's taking the balance of his/her vacation time off. The Employee must give the Authority three (3) weeks' prior written notice of his/her desire to "cash in" such time. Employees with twenty-five (25) or more vacation days may "cash-in" up to ten (10) such days and work instead.

ARTICLE FOURTEEN

HEALTH BENEFITS PLANS

SECTION 1 -- Hospitalization, Surgical & Major Medical Plan

Except as otherwise provided herein, AUTHORITY employees and their dependents shall be covered by a Medical Plan furnishing the same benefits as currently provided. The AUTHORITY may change insurance carriers only so long as the same or better benefits are provided to the employees and their dependents. The AUTHORITY shall enroll its employees and their dependents at the end of the employee's contractual probationary period and shall provide such coverage without cost.

Effective upon the signing of this Agreement, the AUTHORITY'S Medical Plan, which includes Hospitalization, Surgical, and Major Medical Coverage shall be modified as follows:

- (i) provision for Ambulatory Care to be added;
- (ii) provision for Second Surgical Opinion to be added;
- (iii) major Medical deductible to be raised to one hundred fifty dollars (\$150.00) for the individual and three hundred dollars (\$300.00) for family; and
- (iv) co-insurance shall be raised to eighty/twenty (80/20), to four thousand dollars (\$4,000.00).

SECTION 2 -- Prescription Drug Plan

Effective September 1, 1993, employees have agreed to increase co-pay prescriptions to \$3.50, and to increase co-pay prescriptions to \$4.00 effective September 1, 1994; there is no co-pay for generic drugs.

SECTION 3 -- Dental Plan

Effective January 1, 1982, AUTHORITY employees and their dependents shall be covered by a Dental Plan. Such Dental Plan shall include coverage benefits, payments and services as outlined in the New Jersey Dental Service Plan - Expressway Program #2. The AUTHORITY may change the insurance carrier now providing such Dental Plan, only if any new Dental Plan provides the same or better benefits to the employees and their dependents. The AUTHORITY shall enroll its employees and their dependents in such Dental Plan at the end of the employee's contractual probationary period and shall provide such coverage without cost.

SECTION 4 -- Vision Care Program

AUTHORITY employees and their dependents shall be covered by a Vision Care Program starting on October 30, 1985. Such program shall include coverage benefits, payments and services as outlined in the AUTHORITY's Vision Care Plan. Effective upon the signing of this Agreement, the Vision Care Plan shall be modified as follows:

(i) modify to increase payment for Eye Examination from thirty (\$30.00) dollars to fifty (\$50.00) dollars; and

(ii) modify to increase payment for Single Vision and Bifocal Lenses to fifty (\$50.00) dollars.

SECTION 5 -- Coverage After Retirement

When an employee retires during the term of this contract from the AUTHORITY, having at least twenty (20) years of full time service with the SJTA or a predecessor authority or having twenty-five (25) years or more service credited under the New Jersey Public Employees' Retirement System ("PERS") and is qualified to immediately receive pension payments

under PERS, the AUTHORITY shall provide the employee and his/her spouse with all prior health benefits enjoyed as a regular employee, including Dental, Prescription Drug, and Vision Care coverage at no cost. All employees as of October 31, 1993, not having the necessary service/age requirements as revised hereunder, are "grandfathered" in under the old contract language, during the life of this contract.

(a) The Authority requires that anyone who has retired and is eligible for Medicare must enroll in the full Medicare program in order to be covered under the retiree group health benefit program. Employees must submit proof of enrollment in the full Medicare program and Employees will be reimbursed for the cost of Medicare Part B premium.

(b) Any Pension and Life insurance program is provided through PERS.

Section 6 -- Coverage In The Event Of Death

For the purpose of this Section, a Retiree is an employee qualified to receive a pension under PERS. Health benefits provided hereunder, including Medical Coverage, Dental Coverage, and Prescription Drug and Vision Care Coverage, shall be continued for the surviving spouse and eligible dependents, including the surviving spouse and eligible dependents of retirees, in the event of the death of any employee or retiree, at no cost to them, for the following periods:

(a) Employee/Retiree with less than ten (10) years of service - one (1) year coverage;

(b) Employee/Retiree with more than ten (10) but less than fifteen (15) years of service - two (2) years coverage.

(c) Employee/Retiree with more than fifteen (15) but less than twenty (20) years of service - five (5) years coverage; and

(d) Employee/Retiree with twenty (20) or more years of service - ten (10) years coverage.

Such coverages shall terminate as set forth above or upon spouse's remarriage, whichever occurs first. Such coverages shall be applied to both past recipients and to eligible recipients after the effective date of this Agreement. When an employee is killed through a traumatic event on the job, that employee's surviving spouse and eligible dependents shall receive the coverages outlined herein for a period of ten (10) years from the date of death. There shall be no service requirement, but all coverages shall cease upon the spouse's remarriage.

ARTICLE FIFTEEN

SICK LEAVE

**SECTION 1 -- Toll Supervisors, Assistant Superintendents, Foreman
And Maintenance Office Managers**

Each of the above referenced Employees shall be entitled to twelve (12) paid sick days per calendar year and entitled to three (3) paid administrative days of leave per calendar year. The three administrative days shall not be carried over from year to year.

**SECTION 2 -- Accrual And Cash-In Upon Resignation,
Retirement Or Death**

Any Employee who resigns in good standing during the term of this Agreement, or retires but does not receive pension payments under PERS, shall receive payment for unused sick days at the rate of fifty (50%) percent of his/her present salary to the first one hundred fifty (150) days of accumulated sick leave, up to a maximum of Seventeen Thousand Five Hundred dollars (\$17,500). Employees who retire and are immediately eligible to receive pension payments under PERS shall receive payment for unused sick leave at the rate of seventy-five percent (75%) of their present salary for the first one hundred fifty (150) days of accumulated sick leave up to a maximum of Seventeen Thousand Five Hundred dollars (\$17,500). Such Employees who resign in good standing during the term of this contract, or retire shall receive one hundred percent (100%) of their present salary for any accumulated sick leave in excess of one hundred fifty (150) days until the maximum of Seventeen Thousand Five Hundred dollars (\$17,500) is reached. An

Employee receiving a disability retirement shall have sick leave buy out calculated in the same manner, up to a maximum of Seventeen Thousand Five Hundred dollars (\$17,500). If an Employee dies while working for the Authority, payment for this benefit calculated in the manner above set forth, up to a maximum of Seventeen Thousand Five Hundred dollars (\$17,500), will be made to his/her estate. However, any current Employee who has accumulated sick leave as of the acceptance of this Agreement, which is valued at more than Seventeen Thousand Five Hundred dollars (\$17,500) shall have such accumulated sick leave frozen at its value as of the signing of this Agreement, which amount shall constitute the cap for such current Employee. Such current Employee shall be entitled to use his/her sick leave in the manner described in Section 4 of this policy, but in the event such use results in the value of accumulated sick leave decreasing below its current value, such Employee shall be entitled to reaccumulate sick days up to the value set.

SECTION 3 -- Usage

Sick leave is to be used only in the event of illness to the Employee, except, in the event of illness to the spouse or children (to be substantiated, if required), the Employee may use his/her sick leave as excused absence for no more than fifteen (15) days in one (1) year. The number of days may be increased on a case-by-case basis at the discretion of the Executive Director. The granting of additional days shall not be unreasonably withheld. In cases of chronic absenteeism, or when certain patterns of absenteeism are developed by an

Employee, his/her supervisor may require a physician's report or other justification relating to these patterns of chronic absences for purposes of determining possible disciplinary action or dismissal.

SECTION 4 -- Annual Cash In

An Employee may elect to "cash in" a maximum of ten (10) sick days in the first pay period of January in the succeeding calendar year for accrued sick days from the previous calendar years. Any Employee who has made limited use of sick leave (as defined in Section 3) during the previous calendar year may elect to "cash in" sick leave in the first pay period of January.

ARTICLE SIXTEEN

SUPPLEMENTAL WORKER'S COMPENSATION PLAN

The AUTHORITY shall provide a Supplemental Worker's Compensation Plan. The benefits under this Plan shall be payable for work absences due to occupationally incurred injuries or illness. If the Employee's net pay exceeds the worker's compensation benefits to him/her, then the AUTHORITY shall pay the difference between the net pay and the worker's compensation, exclusive of any PERS loan. The period of such payments shall be based upon the Employee's length of permanent service with the AUTHORITY as indicated in the schedule below:

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF WEEKS</u>
<u>CALENDAR YEAR</u>	<u>AT FULL PAY</u>
1st year of fraction thereof	None
2nd and 3rd year	None
4th, 5th, 6th, 7th, 8th, 9th year	26 weeks at full pay
10th, 11th, 12th, 13th and 14th year	39 weeks at full pay
15th year and up	52 weeks at full pay

Such payments shall be made for the period during which worker's compensation payments are allowed and made to the Employee, but for not longer than the payment schedule as set forth above. In the event it is determined that the Employee's injury or illness is not job related, then any such payments made by the AUTHORITY shall be charged against

accrued sick leave or future sick leave in order to reimburse the AUTHORITY for the funds advanced.

Benefits payable under this Plan are separate and distinct from those described in the Temporary Disability Benefits Plan. Employees attending Worker's Compensation Court shall be paid for one (1) to a maximum of two (2) such days in a calendar year. An Employee receiving an award from Worker's Compensation Court shall not be required to assign same over to the AUTHORITY.

ARTICLE SEVENTEEN

LEAVE OF ABSENCE POLICY

SECTION 1 -- Jury Duty Leave

For Jury duty, the Authority will continue full salary when an Employee is serving on scheduled work day(s) and when subpoenaed in a work-related matter as a witness to court, during which time the Employee is not expected to work. Verification of actual days served must be submitted to the Payroll Department.

SECTION 2 -- Military Leave

For service in the National Guard or any Military Reserve, the Authority will continue full salary in exchange for reimbursement by the Employee to the Authority of his or her military pay up to three (3) weeks per year.

SECTION 3 -- Unpaid Leave

The Authority will continue the practice of considering granting a leave of absence for Employees, without pay, with two (2) years service up to a period of six (6) months. During such leave of absence, the Employee shall accumulate seniority. When an Employee fails to report to work at the end of his/her leave of absence, he/she may be deemed by the Authority to have terminated his/her employment unless such Employee has, within five (5) working days after the scheduled return date, applied for and been granted an additional extension of his/her leave. The Authority has the sole discretion to grant a leave of absence.

SECTION 4 -- Maternity Leave

A maternity leave of absence shall be granted for a period of up to six (6) months from the date requested by the pregnant Employee and seniority shall accumulate during said period. Disability due to pregnancy or child birth shall be treated the same as illness and covered by the same benefits therefore as outlined in this Agreement. Such benefits are to be in compliance with Federal law.

SECTION 5 -- Temporary Disability Leave

The Authority agrees to provide a Temporary Disability Benefits Plan (a copy of which has been approved by the Union and is attached as Addendum "A"). The purpose of this Plan is to provide certain pay continuation benefits for eligible Employees who have exhausted their accumulated Sick Leave Benefits and are absent from work because of disability due to a sickness or an accident. The above Temporary Disability Plan shall not apply to new Employees until such Employee has been employed by the Authority for three (3) full years. Employees will be required to have ten (10) sick days accrued to their credit (in the bank) to be eligible for Temporary Disability Benefits. Employees who were involved in verifiable long term illness and/or pregnancy are excluded from this requirement. Notwithstanding the requirements set forth above, Employees shall be permitted to substitute one (1) week of vacation time for the Temporary Disability Leave waiting period as set forth in the Temporary Disability Leave Plan.

ARTICLE EIGHTEEN
WORKING CONDITIONS

SECTION 1 -- Cooperation

The Authority and the Union agree to cooperate in providing measures which will continue to make Employee's working conditions and surroundings pleasant. The Union agrees that all Employees shall care for and make proper use of all clothing, material, tools, equipment and supplies furnished by the Authority. All Employees, while on duty, must wear the uniform, clothing and safety equipment that are provided by the Authority. The Authority shall give consideration to all suggestions submitted by Employees and/or the Union.

Pursuant to PERC law, it is the intent of the Authority and the Union to promote clear and open channels of communication on any change in policy or working conditions prior to their implementation.

SECTION 2 -- Personnel Policies And Regulations

Employees shall be subject to existing Personnel Policies, Practices, Manuals, Rules or Regulations not herein enumerated except as they may be modified herein. In the event of a conflict in language or intent, the terms written in this Agreement shall supersede. Further, the Authority may adopt and post or otherwise disseminate such new or amended Personnel Policies, Practices, Manuals, Rules or Regulations as it may desire, provided the same are not contrary to this Agreement.

SECTION 3 -- Bereavement Leave

An Employee who is absent from work because of the death or funeral of his/her spouse or child(ren) or step-child(ren) will be compensated for such lost time up to a maximum of five (5) days pay for each such instance. Likewise, Employees shall be compensated three (3) days pay for a Parent, Brother, Sister, Mother-in-Law, Father-in-Law and Grandchild, and one (1) day's pay for a Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandfather, Grandmother, Aunt and Uncle. Where overnight travel is involved because of long distances, the Authority will allow one (1) additional days pay on a case-by-case basis. It is further understood an Employee on vacation or any other absence may elect additional days off with pay to substitute for those on vacation or other paid absence but not workers compensation or temporary disability. Employees who are absent from work because of death in the immediate family must provide evidence of the attendance at the funeral of the decedent in order to be eligible for Bereavement leave. An Employee shall be provided with one additional days pay for travel to funerals covered by this Section in cases where travel exceeds 225 miles one way.

SECTION 4 -- Uniforms

Employees will be allowed to wear their uniforms to and from work at their option. Additionally, the Authority agrees to provide clean coats and uniforms appropriate for fall and spring wear.

SECTION 5 -- Mandatory Meetings

All mandatory meetings called by the Authority will be at the overtime rate or compensatory time off whichever the Employee chooses. This only applies to Employees who are scheduled off or working shifts that are not included in the time of the meeting.

SECTION 6 -- Gifts

The Authority may discontinue without negotiation with the Union any gratuitous past practice such as gifts of turkeys, picnics, Christmas parties, and any other non-work or non-contractual benefit provided by the Authority.

SECTION 7 -- Expressway Passes

Permanent and retired Employees shall receive free passes for personal use of the Expressway. Passes are issued for this purpose.

SECTION 8 -- Meal Allowance

A supplemental meal allowance of ten (\$10.00) dollars for Assistant Superintendent, Foreman and Maintenance Office Manager in the Maintenance Department required to work at least four (4) hours of an overtime period during an emergency and an additional ten (\$10.00) dollars meal allowance for each six (6) hours after the original four (4) hour period if not a normal work day.

SECTION 9 -- Travel Time

Travel time for the Assistant Superintendents, Foreman, and Maintenance Office Managers shall be an additional one (1) hour at one and one-half (1 1/2) times such Employee's regular hourly rate of pay to those Employees who report to work on their scheduled day off due to snow or ice emergencies.

An Employee who previously worked a full shift and is recalled to work due to snow or ice emergencies would also be entitled to this additional one hour travel at one and one-half time the regular hourly rate of pay.

SECTION 10 -- Assignment of Vehicles

Authority vehicles are to be used for official, work-related activities and incidental personal matters within ten (10) miles of an Employee's residence. The Executive Director may assign Authority vehicles to Employees for business use, which would include use for commuting to their designated office assignments.

Employees with Authority vehicles are required to maintain vehicle diaries, so that commuting costs can be calculated for income tax purposes. Any personal use of assigned or pooled vehicles, with the exception of use for incidental personal matters as defined above, is prohibited. Only Authority Employees shall use any assigned vehicle.

To use an Authority vehicle, an Employee must possess a current, valid driver's license. Also it is the Employee's responsibility to be sure the current vehicle registration, insurance card, and current inspection sticker are in the vehicle. All driver's to whom a vehicle is assigned under this Agreement shall be personally responsible for all fines and violations arising out of, or in connection with, the use of the vehicle. A driver of an Authority vehicle may be liable for any damages incurred in the operation of a vehicle if such damage is the result of Employee negligence.

The Authority agrees to negotiate compensation over any attempt to remove assigned vehicles.

SECTION 11 -- Temporary Assignment Pay

Employees, whenever possible, shall be assigned work within their Job Classification. In no event shall an Employee be assigned work of a higher Classification when another Employee of the higher Classification is available to do the work, except when such time is being used to instruct an Employee in the duties of a higher Classification rating.

In the event of the absence of higher-rated Employee for a full day, such higher-rated work may be offered to Employees below that of the higher-rated position, based upon seniority and ability to do a satisfactory job.

When an Employee is temporarily assigned to a position requiring higher pay, the Employee will be paid for a full day at the higher rate.

SECTION 12 -- Job Classifications

All job classifications and position descriptions are as agreed upon and attached as an Addendum to this Agreement. Any proposed changes during the term of this Agreement shall be subject to discussion by a Joint Labor/Management Committee prior to implementation of same.

SECTION 13 -- Educational Assistance Program

The South Jersey Transportation Authority Tuition Reimbursement Program provides an opportunity for any eligible Employee to improve his/her job related skills and job performance, and helps to establish a source of trained staff who can effectively contribute to carrying out the mission of the Authority. The Authority has sole discretion in

determining whether reimbursement will be granted or not. In addition to formal, degree program courses, the Authority may also provide tuition reimbursement to any Employee who participates in non-degree courses, seminars, vocational training, certification or licensing programs, or review courses, when those courses directly relate to either the Employee's job performance or skills related to their Authority employment.

A. Eligibility Criteria

- (1) Applicant must be a regular full-time Employee.
- (2) Applicant must have one (1) year continuous satisfactory service with the Authority preceding his/her application date (for all course reimbursement except those courses or training mandated by the Authority).
- (3) All training and awards of tuition will support EEO/AA strategies.
- (4) Only those bargaining unit Employees whose collective bargaining agreement provides for tuition reimbursement will be eligible to participate in this Program.

B. Reimbursement Criteria

- (1) Applicant must have written authorization from the Executive Director at least four (4) weeks in advance of the course start date.
- (2) Funds are available in the tuition reimbursement account.
- (3) The course selected must be job or Authority employment related. (A committee appointed by the Executive Director will assess the employment relatedness of courses selected.)
- (4) The course must be offered by an accredited school, college, or professional training organization.
- (5) Receipt of course payment and documentation of a passing grade of C or better must be submitted to the Human Resources Manager. (A certificate of course completion will be accepted for non-credit bearing training courses).

- (6) Course attendance will not interfere with an Employee's work schedule. (Note: Authority mandated training and/or course participation may be attended on company time).
- (7) Employees pursuing a degree program or an extended course of study may be required to sign an agreement not to voluntarily terminate their employment with the Authority prior to completing a stipulated period of service. (Specific details about the service agreement and tuition reimbursement program may be obtained from the Human Resources Manager).

C. The Approved Reimbursement Schedule is Listed Below:

- (1) Maximum reimbursement for a calendar year (January 1 through December 31) is \$2000.00 and limited to 12 credits per year.
- (2) Courses covered include vocational courses, associate, bachelor and post graduate program courses.
- (3) Home/correspondence courses are not reimbursed.
- (4) Reimbursement is limited to tuition, registration, and laboratory fees.

No Employee has any vested right to tuition reimbursement except as set forth herein for mandatory training.

D. Mandatory Training

The Authority may mandate selected training to promote the overall development of its work force and to enhance specific skills and competency of its Employees. Such training may either take place in-house or at an external location. All fees associated with mandatory training or course participation will be assumed by the Authority.

SECTION 14 -- Shoe Allowance

Each Employee covered in the Unit will be afforded a thirty dollar (\$30.00) shoe allowance per calendar year.

SECTION 15 -- Daylight Savings Pay

All Employees that are on duty during the time that clocks are reset as a result of daylight savings time will not suffer any loss of pay due to this time change.

SECTION 16 -- Half-Price Meals At Service Area

If the Authority and rest area food services contract to provide food service for Authority Employees at half-price, that benefit will be provided to all Employees covered by this Agreement.

SECTION 17 -- Vacation

Employees may call-in a vacation day or a personal day at any time provided that adequate staffing is available at the Employee's assigned location. The Employee's supervisor shall make this determination as to adequate staffing, which determination shall be final.

ARTICLE NINETEEN

UNION REPRESENTATION

All activities between Employee representatives and the Authority shall be conducted during normal working hours and such time shall be considered time worked.

The Authority, with at least one (1) week prior written notice, agrees to release from work assignment, with pay, one (1) Union elected delegate for the purpose of attending State or National Conventions. The Authority, with at least one (1) week prior written notice, further agrees to release from work assignment, with pay, up to one (1) Union Executive Board Member for the purpose of attending a maximum of two (2) Local Executive Board Meetings per year.

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

Department Heads must be advised at least one (1) day in advance, by Union Representatives for consideration pursuant to the preceding sentence.

ARTICLE TWENTY
LEGAL APPLICATION

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

ARTICLE TWENTY-ONE

TERM OF AGREEMENT

This Agreement shall remain in full force and effect until October 31, 1996, and thereafter from year-to-year, unless at least sixty (60) days prior to the expiration date, either party shall notify the other, in writing, of its intention to terminate, modify or amend this Agreement.

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

SOUTH JERSEY TRANSPORTATION
AUTHORITY

ATTEST:

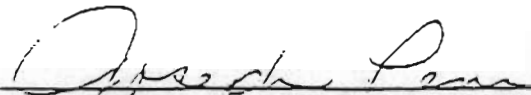
BY: William P. Dalton
WILLIAM DALTON, CHAIRMAN

FOR LOCAL 193, CHAPTER A,
I.F.F.T.E., AFL/CIO

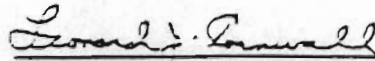
ATTEST:

BY: Wayne Lodge
WAYNE LODGE, PRESIDENT, CHAPTER A

(signatures continued)



JOSEPH PENN, VICE PRESIDENT
CHAPTER A



LEONARD CORNWALL, BUSINESS AGENT,
INTERNATIONAL REPRESENTATIVE,
CHAPTER A

A:\SOUTH\AGRS.193
2/25/94

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH JERSEY TRANSPORTATION AUTHORITY
AND
LOCAL 193, CHAPTER A
I.F.P.T.E.

South Jersey Transportation Authority (successor to the New Jersey Expressway Authority referred to as "Authority" or "SJTA") and Local 193, Chapter A, I.F.P.T.E. ("Union"), hereby agrees as follows with respect to Pay Equalization for Toll Plaza Supervisors:

A. The Authority and the Union agree that Pay Equalization for Toll Plaza Supervisors will be made at a seventy-five percent (75%) rate on the following four year schedule:

- 1) November 1, 1993 to October 31, 1994
- twenty percent (20%) (to be paid retroactively);
- 2) November 1, 1994 to October 31, 1995
- twenty percent (20%);
- 3) November 1, 1995 to October 31, 1996
- twenty percent (20%); and
- 4) October 31, 1996 - fifteen percent (15%).

All equalization computations shall be made on the basis of the salaries effective on November 1, 1993.

3. The Authority also agrees to consider full equalization after the expiration of this Agreement; however, nothing in this Agreement shall be construed to bind the Authority to provide full equalization.

SOUTH JERSEY TRANSPORTATION
AUTHORITY

ATTEST:

BY: William L Dalton
WILLIAM DALTON, CHAIRMAN

FOR LOCAL 193, CHAPTER A,
I.F.P.T.E., AFL/CIO

ATTEST:

BY: Wayne Lodge
WAYNE LODGE, PRESIDENT, CHAPTER A

Joseph Penn
JOSEPH PENN, VICE PRESIDENT
CHAPTER A

Leonard Cornwall
LEONARD CORNWALL, BUSINESS AGENT,
INTERNATIONAL REPRESENTATIVE,
CHAPTER A