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**Agreement**  
**BETWEEN**  
**SOUTH JERSEY TRANSPORTATION AUTHORITY**  
  
**and**  
  
**LOCAL 196 CHAPTER 2**  
**INTERNATIONAL FEDERATION OF PROFESSIONAL AND**  
**TECHNICAL ENGINEERS (I.F.P.T.E.), AFL-CIO**  
  
**OCTOBER 30, 1992 to OCTOBER 31, 1994**



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## **PREAMBLE**

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

The AUTHORITY shall provide all present employees and future new hires with a copy of this Agreement and, likewise, with copies of benefit booklets covering medical, health, dental, prescription and vision care coverages.

## ARTICLE I - RECOGNITION

**SECTION 1.** The AUTHORITY recognizes the UNION as the Majority Representative of the following employees, pursuant to Chapter 303, P.L. 1968 as amended by Chapter 123, P.L. 1974: Mechanic #1, Mechanic #2, Mechanic #3, Sign Fabricator #1, Sign Fabricator #2, Sign Fabricator #3, Sign Shop Helper #4, Craftsman General #1, Craftsman #2, Craftsman #3, Craftsman #4, Maintenance Person General #1, Maintenance Person Skilled #2, Maintenance Person Skilled #3, Maintenance Person Skilled #3/Spraying Technician, Maintenance Person #4, Auto Body Repairman #1, Auto Body Repairman #2, Auto Body Repairman #3, Electrical Journeyman, Electrical Trainee, Plumbing/Heating/Air Conditioning Journeyman, Plumbing/Heating/Air Conditioning Trainee, Operating Technician Sewer and Water, Operating Technician Sewer and Water Trainee, Stockroom Attendant, Toll Collector, Clerk - Toll Division, Toll Counting Clerk, Communications Operator, Accountant's Assistant, Toll Analyst, Control Technician, Clerk Toll Audit, Clerk - Finance Department, Head Counting Clerk, Clerk I State Police/Central Maintenance, Clerk II State Police/Central Maintenance, Clerk - Toll Repair, Grounds Keeper I, Grounds Keeper II, Accounts Payable Clerk, Building Crafts and Utilities Helper, Senior Toll Analyst.

Nothing herein precludes the Union from seeking to expand the foregoing list through the appropriate Unit Clarification Procedures under Public Employer/Employee Relations Act.

This contract does not apply to part-time employees of the AUTHORITY except where specifically indicated.



**SECTION 2.      Agency Shop.** Effective October 30, 1981, each employee covered by this Agreement shall, as a condition of employment, be required to pay a "fair share" fee equal to eighty-five percent (85%) of the normal dues, initiation fee and assessments of the UNION, unless such employee is a member of the UNION. Fees deducted from such employees' salaries shall be transmitted to the UNION in the same manner as regular dues. The UNION agrees to comply with all provisions of N.J.S.A. 34:13a-5.5 which authorizes this agency shop deduction.

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

## **ARTICLE II - 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 the UNION to be observed by the parties hereto covering terms and conditions of employment.

**SECTION 2.** The provisions of this Agreement shall be applied to employees covered hereby without discrimination based on sex, age, race, color, creed, union activity, national origin, ancestry, marital status, nationality, or because of the liability for service in the Armed Forces of the United States, or atypical hereditary cellular or blood trait, or physical or mental impairment (as per law) (subject to suitability to perform in accordance with the essential functions of the job description).

## ARTICLE III - HOURS OF WORK AND OVERTIME

### SECTION 1.

(a) The normal work week for all office employees shall be Monday to Friday, inclusive, and shall be for forty (40) hours per week, eight (8) hours per day, 8:30 A.M. to 4:30 P.M., including a one (1) hour paid lunch at midday.

(b) The normal work week for all employees in the Maintenance Department, 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 an one (1) hour paid lunch.

The AUTHORITY may create an additional shift in the Maintenance Department, said shift to be implemented only from April 1 to November 1 every year. The shift shall be Monday through Friday and if there are no volunteers such additional shift assignments will be made in reverse order of seniority and shall rotate on three week intervals. Shift premiums, as set forth below, shall apply to such additional maintenance shift. Where possible, the Authority will provide the Union with three (3) weeks advance notice prior to implementing an additional shift, but in no event shall the notice be less than two (2) weeks.

(c) Recognizing the need for "round-the-clock" coverage of Toll Plazas, and at Central Dispatch, the normal work week in the Toll Department and for Communication Operators shall be forty (40) hours per week, consisting of five (5) daily eight (8) hour shifts, seven (7) days per week. Work schedules shall consist of five (5)

days work and two (2) days off per week.

Work schedules for Toll Collectors in the Toll Department will be as follows:

1st Shift	-	11:30 P.M. to 7:30 A.M.
2nd Shift	-	7:30 A.M. to 3:30 P.M.
3rd Shift	-	3:30 P.M. to 11:30 P.M.
Also (A)	-	6:00 A.M. to 2:00 P.M.
	-	9:00 A.M. to 5:00 P.M.
	-	10:00 A.M. to 6:00 P.M.
(B)	-	5:00 P.M. to 1:00 A.M.

(d) Work schedules for Communication operators at Central Dispatch will be as follows:

1st Shift	-	12:00 Midnight to 8:00 A.M.
2nd Shift	-	8:00 A.M. to 4:00 P.M.
3rd Shift	-	4:00 P.M. to 12:00 Midnight

Also E shifts as follows:

1E Shift	-	11:00 P.M. to 7:00 A.M.
2E Shift	-	7:00 A.M. to 3:00 P.M.
3E Shift	-	3:00 P.M. to 11:00 P.M.

(e) Work schedules for Count Room Clerks will be as follows:

7:30 A.M. to 3:30 P.M., Monday through Friday with weekend duty on a rotating basis.

Changes in starting and quitting times shall be by mutual agreement between the AUTHORITY and the UNION. The work week and

work hours defined in Section (1)(a) through (e) above shall not be changed without the consent of the UNION. For purposes of computing overtime, the workweek shall begin at 12:01 A.M., Sunday.

**SECTION 2.**

(a) Should the AUTHORITY desire to institute additional new shifts, it shall do so only in accordance with the following provisos:

(i) that such has been made a matter of prior discussion with the UNION. The rates and/or shift premium for such additional new shift(s) shall be negotiable. If such shift(s) is instituted within one (1) month prior to the expiration of the current Agreement, then the topic of rates and/or shift premium shall be negotiated in conjunction with the full scope of bargaining for a new Agreement. Should the AUTHORITY desire the institution of additional new shift(s) prior to one (1) month before the expiration of the current Agreement, the rates and/or shift premium shall be negotiated at that time, and shall be subject to arbitration if the parties fail to agree;

(ii) that the institution of any such new additional shift(s) shall not serve to create a force reduction to employees working in accordance with Section 1(a) through (e) above;

(iii) that such additional new shift(s) shall only be manned by employees hired after November 1, 1986, unless employees hired prior thereto opt to fill such positions by prior bid. The UNION and the AUTHORITY agree that this provision does not apply to the Communication Operators. The parties agree that if additional

new shifts are established which apply to Communication Operators, that such shifts will be manned by way of selection by the Communication Operators in accordance with seniority. In the event a shift is not selected, then the AUTHORITY shall assign the Communication Operator with the least seniority to such shift;

(iv) that any such new shift(s) established shall be for a standard eight (8) hour work day, forty (40) hour work week, with two (2) consecutive days off each week; and

(v) that the creation of any new additional shift(s) shall not serve to diminish the short term overtime generally provided to employees on other shifts/work schedules, including, but not limited to, snow removal. Such new shifts will be established only to serve a permanent need.

(b) Three (3) UNION Officers who are on shift work, exclusive of Stewards, shall be placed on steady day shift (at their option), with Saturday and Sunday off; however, no more than one (1) such Officer shall be from each work location.

**SECTION 3.** Effective and retroactive to October 30, 1992, there shall be paid a premium rate of fifty cents (\$.50) per hour for scheduled hours worked on the third (3rd) (afternoon) shift series. For scheduled hours worked on the first (1st) (night) shift series, there shall be paid a premium rate of sixty-five cents (\$.65) per hour.

Effective and retroactive to October 30, 1993, there shall be paid a premium rate of fifty-five cents (\$.55) per hour for scheduled hours worked on the third (3rd) (afternoon) shift series.

For scheduled hours worked on the first (1st) (night) shift series, there shall be paid a premium rate of seventy cents (\$.70)per hour.

Employees whose shift overlaps into a shift with a higher differential (premium) shall be paid the higher premium for the hours worked.

**SECTION 4.** Part-time and Seasonal employees may work a maximum of forty (40) hours per week (except in cases of emergency) whenever it is deemed necessary to do so. It is noted that this provision applies only to straight-time and not to overtime.

**SECTION 5.** Temporary employees in Maintenance and Communications shall be those employees who work no more than forty (40) hours per week nor more than four (4) months in a calendar year. Seasonal employees in Tolls may only work the period of Good Friday to and including September 30th, of each year.

**SECTION 6.** Overtime for work of a routine nature or emergency shall be offered to personnel on an equalization basis by his/her reporting base location and job/title classification. Management shall maintain and post an up-to-date overtime rotation list within three (3) working days of overtime worked. When an employee who is next in turn for overtime is bypassed, the employee shall be paid directly for the bypassed overtime, unless the AUTHORITY made a reasonable effort to contact the employee to work the overtime. An employee refusing overtime in his/her turn (except toll employees or communication operators already scheduled for the overtime shift) shall not be paid for the overtime bypassed.

The parties acknowledge a separate Memorandum of Agreement dated June 19, 1986, regarding an overtime procedure when the "next in turn" employee is absent and agree to abide by it.

**SECTION 7.** Temporary or part-time employees shall not work overtime unless and until it has been offered to full-time employees and refused by persons already on duty.

**SECTION 8.** Overtime payment shall be at the rate of one and one-half (1-1/2) times the base rate of pay for all hours worked in excess of eight (8) hours, the normal work day, or work week and on Holidays in addition to Holiday pay.

**SECTION 9.** Employees required to work before or beyond their regular work hours shall be paid overtime in increments of one-quarter (1/4) hour units, fractional portions being counted as a full one-quarter (1/4) hour. Toll Employees and Communication Operators called in to work on a normal day off shall be guaranteed eight (8) hours of work at the overtime rate, or pay in lieu thereof. In the event an employee is called to work to finish out a Toll Shift or Communications Shift due to illness or an emergency, he or she will finish the shift and be paid for the hours worked at the overtime rate. All other employees shall be guaranteed four (4) hours of work or pay in lieu thereof at the overtime rate when called in on a normal day off.

**SECTION 10.** Toll Collectors shall be given fifteen (15) minutes of "bank-out" time immediately after the end of their scheduled shift, and such time shall be paid at the rate of time and one-half (1-1/2).



## **ARTICLE IV - SENIORITY**

**SECTION 1.** Seniority is defined as the length of an employee's continuous permanent employment with the AUTHORITY except that, for the purpose of Promotions, seniority is defined as the length of continuous permanent employment in the Job Classification immediately below that of the vacancy.

(a) Seniority for Communication Operators for the purpose of transfers and promotions is from the date of Certification of Recognition (May 29, 1987), except for time on the job for purposes of the three (3) year requirement for transfers.

(b) Seniority for Counting Clerks, for the purposes of transfers and promotions, is from October 30, 1989.

**SECTION 2.** An employee shall cease to have Seniority rights by:

(a) voluntary resignation.

(b) justifiable discharge.

(c) unauthorized absence for more than five (5) work days; or

(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.

**SECTION 3.** Newly hired employees shall be considered probationary employees with no Seniority status until having completed their probationary period, after which time their Seniority shall be retroactive to date of permanent hire.

**SECTION 4.** Probationary employees, in all positions, shall

become permanent after three (3) months from date of hire.

**SECTION 5.** A midpoint written review will be made of all new-hire and part-time (going to full-time) probationary employees. It is agreed that there shall be a Steward/UNION Officer present when the contents of such written review is communicated by the Supervisor to the probationary employee. Additionally, the Supervisor shall forward a copy of the review to the UNION President within two (2) days thereafter.

## **ARTICLE V - TERMINATION**

**SECTION 1.** No employee, except new hires during their probationary period, and Temporary or Seasonal employees, shall be laid off or terminated for reasons other than just cause as long as the AUTHORITY requires the work done by the employee. Termination for just cause shall result only from the Disciplinary Action Procedure set forth in Article X.

### **Layoff - Bumping - Recall Procedure**

**SECTION 2.** **Layoff.** In all cases of decrease (layoff) or increase (recall) of the AUTHORITY's working forces covered by this Agreement, the principles of Bargaining Unit Seniority shall apply. For the purposes of this section, the term "Bargaining Unit Seniority" shall mean the employee's Seniority from the date of permanent hire in the unit.

**SECTION 3.** **Bumping.** When, because of layoff, an employee's job is eliminated, or that employee is forced to "bump" because he/she has been displaced (bumped) by a senior employee, the following rights and procedures shall prevail:

(a) Employees who have their jobs eliminated or are bumped may exercise seniority by bumping laterally or downward, into any Bargaining Unit job title within their Department and onto any shift, the junior employee of the job title into which such senior employee bumps. Should an employee in one department have no option to bump because of lack of seniority in his/her Department, then such employee may elect to bump into any road-wide Bargaining Unit job title and onto any shift, the junior employee

of the job title into which such senior employee bumps. Likewise, an employee so bumped shall have the same options. Employees may also elect to bump part-time, temporary or seasonal employees. No employee shall be permitted to bump to a higher job title nor shall a junior employee bump a senior employee. Employees who bump outside of their Department are expected to be fully qualified in accordance with the job specifications and must be able to perform all elements of the job into which the employee is bumping in the new Department within a ninety (90) day trial period.

(b) In the event an employee exercising his/her seniority right to bump currently occupies an entry level position within the bargaining unit, that employee may bump into any other bargaining unit entry level position as set forth in Addendum A. as long as he/she meets all other provisions of this section.

**SECTION 4. Recall.** The last employee laid off shall be the first to be recalled in his/her Department, in accordance with seniority.

(a) When job openings become available, the bumped, eliminated and/or recalled employee, shall be returned to his or 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 5.** 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) working days advance notice or pay in lieu thereof.

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

(b) Recalled employees must return within ten (10) days of notification by the AUTHORITY. The AUTHORITY shall forward the employee notice by certified mail (return receipt) and provide the UNION with a copy of the notice.

(c) In the event of layoff, an employee shall receive severance pay equal to one (1) month's pay and shall be covered by all medical insurance coverage for a period of up to three (3) months, reimbursable by the AUTHORITY.

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

(e) Employees who bump into lower paying positions shall be paid the maximum of the new position or his/her current rate, whichever rate is higher. Employees who bump into lower paying positions and are receiving a higher rate of pay, shall maintain their rate of pay and shall not receive any wage increase while he/she remains in the lower paying position, until the salary of the new job equals his/her present rate of pay.

## **ARTICLE VI - UNION REPRESENTATION**

**SECTION 1.** All activities between employees' representatives and the AUTHORITY shall be conducted during normal working hours and such time shall be considered time worked.

**SECTION 2.** The AUTHORITY, with at least one (1) week prior written notice, agrees to release from work assignments, 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 three (3) UNION Executive Board Members for the purpose of attending a maximum of two (2) Local Executive Board Meetings per year. Should the UNION elect to send additional delegates or Executive Board Members to the functions referred to herein, they shall be released from duty without pay provided they have given at least one (1) week prior written notice to the AUTHORITY.

**SECTION 3.** The AUTHORITY agrees to consider a release from work assignments, without pay, of UNION representatives for such matters, upon request, as indicated in said request.

**SECTION 4.** UNION representatives must advise Department Heads at least one (1) day in advance for the above Article VI, Section 3 to apply.

**SECTION 5.** Union Officers, Stewards and/or Representatives shall not be discriminated against, interfered with, restrained or coerced by the AUTHORITY because of any UNION activity.

## **ARTICLE VII - PROMOTIONS AND TRANSFERS**

**SECTION 1.** The purpose of this Article is to provide employees who are 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. Further, this Article shall provide interested employees with the opportunity to transfer to job openings both in their Division and to other Divisions.

For the purposes of this provision, "promotion" shall mean assuming a position of a higher rate of pay, and "transfer" shall mean assuming a position at a lateral or lower rate of pay. In no case shall transfer take the precedent over promotion.

**SECTION 2.** Position openings within the Bargaining Unit in any Division will be posted by the AUTHORITY on all Bulletin Boards in the appropriate District Yards, Toll Plazas, or Offices 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. If the position is filled, notice of the promotion shall be posted immediately. Once the position becomes available, the AUTHORITY will fill said position, as soon as possible, but no later than thirty (30) days thereafter.

### **TRANSFERS**

(a) All requests for movement between one entry level Bargaining Unit position and another entry level Bargaining Unit position will be considered a transfer.

(b) If the job remains unfilled because no one bids on the posting, it will be offered for bid to individuals, based on Seniority, who currently hold the same job classification and wish to transfer to the vacancy work area. Such transfer bid notice shall be posted for a period of five (5) working days.

(c) Thereafter, should the position remain unfilled, it shall be posted in all other Departments/Divisions for an additional five (5) working days, thus giving all current employees the opportunity to bid for the position. In this instance, i.e., (b) an employee may bid for the position regardless of whether it is higher-rated, lower-rated, or lateral to his/her current rate of pay.

Further, with respect to the lowest level job classifications in each Division, there shall be no new hires until a bidding opportunity is provided to all present employees who would be interested in the promotion or transfer, whichever the case may be, and such positions shall be posted road-wide for a period of five (5) working days.

(d) Employees absent during the five (5) day posting period(s) may elect to submit their application by proxy.

(e) Notwithstanding any other provisions under "transfers," no more than three (3) transfers shall be allowed out of each given Division within a calendar year. Further, no employee may "transfer" more than once, to a different job title, during any three (3) year period. Further, no employee is eligible to apply



for transfer unless the employee has been employed at the AUTHORITY for at least three (3) years.

Employees requesting promotion or transfer shall be promoted or transferred to vacancies within the Bargaining Unit in accordance with (a) seniority; (b) skill; (c) ability; (d) fitness; (e) past discipline record, as it may relate to the needs of the position; and (f) past attendance record, as it may relate to the needs of the position. When factors (b), (c), and (d) are relatively equal as between two (2) or more employees, Seniority shall prevail, and such senior employee shall be awarded the position. With respect to factors (e) and (f), should both factors be judged poor, it shall not serve to deny the otherwise qualified employee the position; however, such employee will be expected to immediately and drastically improve and, if not, shall be removed from the position.

The evaluation of the factors outlined above shall be made by the AUTHORITY. Should the AUTHORITY select an employee other than the most senior, the AUTHORITY agrees to meet with the UNION in order for the UNION to present any facts which it believes the AUTHORITY should consider in reaching its decision.

Should the AUTHORITY determine, after its evaluation of the factors outlined above, that there is no qualified employee to fill the position (either by promotion or transfer), the AUTHORITY shall fill such position with a qualified new hire.

Should the AUTHORITY determine that there is no qualified employee, the AUTHORITY agrees to meet with the UNION in order for the UNION to present any facts which it believes the AUTHORITY should consider in reaching its decision.

Further, no transfer shall be made which impairs the operation of the Division in which the employee holds a permanent position.

**SECTION 3.** A copy of the lowest level job classifications in each Division shall be made available to the UNION upon request.

**SECTION 4.** "Promotion and Departmental Probations" pertains to an employee who, following promotion or transfer to a new position, is serving a working test period of not less than three (3) months, and not more than six (6) months. Employees under this class of probation shall have all the fringe or employment benefits he/she enjoyed under his/her previous category of employment, and such promoted or transferred employee shall receive a salary at the then prevailing rate of pay for the new position. A written review and evaluation of the employee's performance shall be made at the end of forty-five (45) days, a copy of which will be forwarded to the employee and the President of the Union. At the end of three (3) months, the employee shall be granted permanency in the position or notified in writing, a copy of which will be forwarded to the President of the UNION, that his or her probation shall be continued for another three (3) months.

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.

**SECTION 5.** When a vacancy occurs in the job classification of Toll Supervisor or Foreman, the AUTHORITY has the right to hire supervisors from outside, after first having considered bargaining unit employees. Bargaining unit employees electing to accept such management positions may, within a ninety (90) calendar day period after assuming same, choose to return to the ranks of the organized Bargaining Unit and shall be returned to their former jobs without loss of Seniority, excepting that the time spent in the ranks of management shall not be applied toward Bargaining Unit Seniority.

**SECTION 6.** Management retains the right, at its sole discretion, to permit an individual previously promoted from the position of Toll Supervisor or Foreman to a higher job classification to return to the classification of Toll Supervisor or Foreman.

**SECTION 7.** The AUTHORITY shall promptly forward copies of all job postings to the UNION and, subsequently, shall forward to the UNION the names of successful bidders and their Seniority dates.

## ARTICLE VIII - TRAINING

**SECTION 1.** The AUTHORITY agrees to a training program for employees, either on-the-job, or, at the sole discretion of the AUTHORITY, at a facility provided by the AUTHORITY. All training is voluntary, and, if it occurs outside the normal working hours, the AUTHORITY will not compensate the employee for such training. If the number of employees seeking to be trained exceeds the number to be trained, then those to be trained will be selected on the basis of Seniority in the Department.

**SECTION 2.** In the event the AUTHORITY requests a Bargaining Unit employee to train or instruct new hires or other Bargaining Unit employees (and should such employee agree to do so) regarding toll collection procedures or as to the operation of heavy equipment including snow plowing, then in such event the Bargaining Unit employees so assigned to train employees shall receive an additional five percent (5%) above their hourly base rate for such training work performed. No such training shall be undertaken by a Bargaining Unit employee unless specifically directed to do so by the AUTHORITY. Such training instruction premium shall be paid for a minimum of one (1) hour, and thereafter shall be paid based on actual time performed.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

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

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

**SECTION 3.** A Grievance shall be presented in the manner described hereafter no more than ten (10) working days after becoming aware of the cause for such Grievance.

**STEP #1.** It is recommended that the person who thinks he/she has a Grievance can informally discuss the matter with his/her Supervisor and Shop Steward jointly. If the complaint remains unresolved after such informal discussion, then a Grievance shall be presented, in writing, to the Division or Department Head, who will conduct a hearing into the facts and render a written decision within five (5) days.

**STEP #2.** If the Grievance is not satisfactorily settled, or if no written reply is received within five (5) days, the Grievance shall be presented, in writing, to the Executive Director

who will conduct a hearing into the facts and render a decision within five (5) working days. The Executive Director may appoint a Designee to conduct the hearing; and, such Designee shall have no direct interest in the Grievance.

**APPEAL:** The employee or UNION shall have the right to appeal any decision of the Executive Director to Arbitration through the New Jersey Public Employment Relations Commission, the cost of which shall be borne equally by the parties. The decision of the Arbitrator shall be binding upon both parties. The Arbitrator shall have no power to add to, alter, amend, or repeal this Agreement or any provision herein, or to fix or change any rate or rates of pay, except as otherwise provided for in this Agreement.

(a) The Union Grievance Committee, grievant and UNION witnesses (if AUTHORITY employees) shall be paid by the AUTHORITY for all lost time in attending meetings with the AUTHORITY, at all steps of the Grievance Procedure, and for time spent in an Arbitration proceeding. AUTHORITY employees who take part in the aforesaid, on their scheduled days off, shall receive compensatory time off on an hour-for-hour basis.

(b) Either of the parties may request an extension, provided the party desiring said extension gives notice to the other, in writing, before the expiration of the time limit in the specific step. Under no circumstances shall such extensions exceed three (3) days.

## **ARTICLE X - DISCIPLINARY ACTION**

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

(a) Any employee charged with misconduct shall be served a written notice specifying the offense charged within ten (10) working days of its occurrence or within ten (10) working days of the AUTHORITY becoming aware of its occurrence, (with a copy forwarded to the UNION Steward, Chapter President, and Local Business Agent. Such written notice shall include the date(s), time(s), place(s), and witness(es), of the alleged offense. Such notice shall apprise the employee that a Hearing will be conducted, not less than five (5) working days from the date the charge is served. Such notice shall include the date, 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 may present any pertinent information or evidence, including witnesses, and may cross-examine witnesses.

(b) The Hearing Officer shall consider the testimony presented at the Hearing, and if he/she determines that the employee is guilty, he/she shall impose a suitable penalty, considering the magnitude of the offense, with consideration given to the employee's length of service, past performance and discipline record, and based, when applicable, on progressive discipline. Such determination must be made, in writing, within ten (10) working days after the close of the Hearing. The Hearing

Officer shall not be from the same Division or Department as the accused employee.

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

All parties and witnesses present at the Hearing described in Section I (a) and (b) above shall be present when the Executive Director reviews the matter.

(d) The employee or the UNION shall have the right to appeal any decision of the Executive Director to Arbitration as provided in ARTICLE IX.

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



## **ARTICLE XI - BENEFITS**

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

### **SECTION 1.**

#### **HOLIDAYS:**

(a) Employees shall be paid for the following unworked holidays:

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

(b) Employees in Tolls, Communications and the Count Room shall be paid for Holidays, and time worked on Holidays, on the day the Holiday actually falls. All other employees shall be paid for the Holiday even though no work may be required to be performed on such Holiday.

(c) Holidays falling on a Sunday shall be observed on the following day. Holidays falling on a Saturday shall be observed on the Friday prior thereto. Observance of any Holiday may only be changed by mutual agreement between the UNION and AUTHORITY. Employees scheduled to work on the day the Holiday actually falls shall be paid as in Article XI, Section 1(b) above.

(d) Effective and retroactive to October 30, 1992, employees shall be entitled to one (1) personal leave day with pay at the current rate of pay. Effective and retroactive to October 30, 1993, employees shall be entitled to one (1) additional personal leave day with pay at the current rate of pay - for a total of two (2) days annually.

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

**SECTION 2. VACATIONS**

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

Less than one (1) completed year . . . . .	1/2 day per month
One (1) completed year, but less than seven (7) completed years. . . . .	10 days
Seven (7) completed years, but less than ten (10) completed years. . . . .	15 days
Ten (10) completed years, but less than fifteen (15) completed years . . . . .	20 days
Fifteen (15) completed years, but less than seventeen (17) completed years . . . . .	22 days
Seventeen (17) completed years, but less than nineteen (19) completed years . . . . .	23 days
Nineteen (19) completed years, but less than twenty-one (21) completed years. . . . .	24 days
Twenty-one (21) completed years, but less than twenty-three (23) completed years. . . . .	25 days
Twenty-three (23) completed years, but less than twenty-five (25) completed years . . . . .	26 days
Twenty-five (25) completed years, but less than twenty-six (26) completed years. . . . .	27 days

Twenty-six (26) completed years and over. . . 28 days

Employees presently in the Bargaining Unit who have an entitlement of additional days on the effective date of this Agreement shall be "grandfathered" in and shall be permitted to retain additional days.

(a) All vacation time shall be selected and designated by each employee on or before June 30th, except for up to ten (10) days, which may be taken in any increment. Five (5) of such days must be used or scheduled by September 30th. Selection of vacation preference shall be by Seniority until February 28th. Thereafter, selection of vacation preference shall be in order of the request. 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.

(b) Employees may use ten (10) days of their vacation entitlement in any increment they desire. Five (5) of such days must be used or scheduled by September 30th. Single days may be taken only if the employee notifies his/her Department Head in accordance with each respective Department's reporting procedures. Employees using more than a single day in one instance can do so upon providing one (1) week's written notice to his/her Department Head or upon mutual agreement. The balance of an employee's vacation entitlement must be taken in periods of not less than five (5) consecutive days, or, if such balance is less than five (5) days, whatever such lesser balance shall be. No more than ten (10)

employees in the Maintenance Department may be off on any one day unless agreed to by the Department Head. No more than one (1) Communication Operator per shift shall be off on vacation at the same time. In the Tolls Division, no more than three (3) employees will be off on any Holidays falling between May 15th and September 15th, and, at the sole discretion of Management, may be increased. No more than two (2) employees in the Toll Audit Division may be off on any one day unless agreed to by the Department Head.

(c) Vacations shall be taken in the calendar year in which they are earned. If they are not so taken they will be lost. 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 only during the next succeeding year.

(d) Six (6) months' notice on accrued vacation will be considered on a case-by-case basis.

(e) 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-rata share of the vacation allowance based upon 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.

(f) 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 paycheck prior to leaving.

(g) In lieu of time off, employees with vacation entitlement of fifteen (15) days or more may "cash-in" up to five (5) such days and work instead. In lieu of time off, employees with twenty-five (25) vacation days or more may "cash-in" up to ten (10) such days and work instead. Such "cash-in" check shall be paid, at the employee's option, either in conjunction with the week (or less) he/she works, or prior to the employee 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.

### **SECTION 3. BENEFIT PLANS**

#### **(a) HOSPITALIZATION, SURGICAL & MAJOR MEDICAL PLAN**

Except as otherwise provided for 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.

The AUTHORITY'S Medical Plan, which includes Hospitalization, Surgical, and Major Medical Coverage shall include as follows:

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

(b) **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.

(c) **DENTAL PLAN**

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.

(d) **VISION CARE PROGRAM**

AUTHORITY employees and their dependents shall be covered by a Vision Care Program. Such program shall include coverage benefits, payments and services as outlined in the AUTHORITY's Vision Care Plan. The Vision Care Plan shall include existing benefits and:

- (i) a payment for an Eye Examination is fifty (\$50.00) dollars; and
- (ii) Single Vision and Bifocal Lenses payments are fifty (\$50.00) dollars.

**SECTION 4. COVERAGE AFTER RETIREMENT**

When an employee retires from the AUTHORITY, having at least fifteen (15) years of full-time seniority and is qualified to immediately receive pension payments under the New Jersey Public Employees Retirement System ("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. Effective October 30, 1993, employees must have at least twenty (20) years of full-time seniority and be qualified to then immediately receive pension payments under PERS before being qualified for coverage as set forth above. All employees as of October 30, 1992, not having the necessary service/age requirements as revised hereunder, are "grandfathered" in under the old contract language, during the life of this contract. All Health Benefits, Dental, Prescription Drug and Vision Care coverages shall be provided to retirees and their spouse without cost. Such coverage shall be applied to both past

retirees and to employees who retire after the effective date of this Agreement.

(a) Pension And Life Insurance Program is provided through the PERS.

**Section 5. COVERAGE IN THE EVENT OF DEATH.**

For the purpose of this Section, 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.

**SECTION 6. PAID SICK DAYS AND SUPPLEMENTAL WORKER'S COMPENSATION PLANS.**

(a) Each employee, upon hire, shall be provided with a benefit of fifteen (15) paid sick days. Thereafter, on each anniversary date of permanent hire, employees shall be provided an additional benefit of fifteen (15) paid sick days and all such paid sick days shall be accumulative during the term of employment with the AUTHORITY.

(b) Any employee who resigns in good standing, or retires but is not eligible to receive pension payments under PERS, shall receive payment for unused sick leave at the rate of fifty percent (50%) of his/her present salary for the first one-hundred fifty (150) days of accumulated sick leave. Employees who retire and are 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. All employees who resign in good standing, or retire, shall receive one-hundred percent (100%) of their present salary for all accumulated sick leave in excess of one-hundred fifty (150) days. This payment will also be made upon disability retirement, and if the employee dies while working for the AUTHORITY the payment will be made to his/her estate.

(c) Effective and retroactive to October 30, 1992, employees

shall have their sick leave cash-in capped at \$17,500.00. Current employees as of October 30, 1992 who may have already accrued an amount in excess of \$17,500.00, who may retire (either under PERS or not) or who resign in good standing prior to expiration of this newly negotiated collective bargaining agreement are "grandfathered" in at the November 1, 1992 rate of pay which shall apply in determining cash-in value of sick days accrued. If time is cashed-in, any such employee shall be capped at \$17,500.00 or the level to which they have now decreased, whichever is greater. In such cases, under no circumstances can they cash in any additional sick leave in excess of \$17,500.00 or the level to which they decreased, whichever is greater.

(d) 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 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.

(e) Effective and retroactive to October 30, 1992, employees shall be entitled to "cash-in" a maximum of ten (10) days with

fifteen (15) or more sick days accumulated, at any time during each year of this Agreement. An employee can cash-in up to ten (10) days per year. Accumulation occurs on the employee's anniversary date. Except as otherwise provided above, effective January 1, 1991, employees who have made limited use of sick leave during the calendar year may elect to "cash in" sick leave in accordance with the following schedule:

<b>Sick Leave Taken</b>	<b>"Cash-in"</b>
0 Days	Up to 5 Days
1 Day	4 Days
2 Days	3 Days
3 Days	2 Days
4 Days	1 Day

Thereafter, employees who meet the sick leave usage criteria set forth above during any future calendar year may elect to cash in up to a maximum of five (5) days in the first pay period of each successive January.

(f) **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, 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:

Calendar Year	At Full Pay
1st year or fraction thereof	4 weeks at full pay
2nd and 3rd year	13 weeks at full pay
4th, 5th, 6th, 7th, 8th and 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

For new employees hired after October 30, 1989, the following Supplemental Worker's Compensation Plan shall apply:

Length of Service Calendar Year	Number of Weeks At Full Pay
1st year or fraction thereof	None
2nd and 3rd year	None
4th, 5th, 6th, 7th, 8th and 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 to the employee for the period during which worker's compensation payments are allowed, but for not longer than the payment schedule 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 the day 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 the award over to the AUTHORITY.

**SECTION 7. LEAVE OF ABSENCE POLICY.**

(a) For Jury Duty, the Authority will continue full salary when an employee is serving on scheduled work day(s) and when

subpoenaed 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.

(b) 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/her or her military pay up to three (3) weeks per year.

(c) The AUTHORITY will continue the practice of considering granting a leave of absence, without pay, up to a period of six (6) months, for employees with at least two (2) years service. 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.

(d) 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 in compliance with Federal Law.

(e) 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 "E"). 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 sickness or an accident.

For new employees hired after October 30, 1989, the above Temporary Disability Plan shall not apply, until such employee has been employed by the AUTHORITY for at least three (3) full years.

**SECTION 8. SUPPLEMENTAL ALLOWANCES**

(a) A supplemental meal allowance of eight dollars (\$8.00) for employees in the Maintenance Department required to work at least four (4) hours of an overtime period during an emergency and an additional eight dollars (\$8.00) meal allowance for each six (6) hours after the original four (4) hour period if not a normal work day.

(b) Suitable coats for Maintenance persons and a light coat (spring and fall) for Tolls' personnel will be provided.

(c) Maintenance employees who are required to report for work during an ice and snow storm (other than their regular shift) will receive an additional one (1) hour of overtime compensation pay for their travel time. Such compensation shall be in addition to their regular overtime for hours worked.

(d) Maintenance and shop employees shall, at all times, have access to OSHA approved safety glasses while performing their duties.

(e) Employees required by supervision to use their personal vehicles during working hours shall be compensated at the rate of twenty-nine (\$29) cents per mile, or the prevailing IRS rate, and shall receive reimbursement in the next succeeding paycheck.

## ARTICLE XII - 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 all clothing, material, tools, equipment and supplies furnished by the AUTHORITY. All Maintenance 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.

**SECTION 2.** 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.

(a) Except when such time is being used to instruct an employee in the duties of a higher Classification rating. Such training instruction shall be paid in accordance with ARTICLE VIII, Section 2.

(b) In the event of a one (1) day illness of a Toll Supervisor, for which Management determines it is necessary to fill such position, and elects to do so from employees within the Bargaining Unit, then Management shall assign the most senior, permanent and trained Toll Collector on duty to fill in as Acting Supervisor.

In the event of a one (1) day illness of a Foreperson, for which Management determines it is necessary to fill such



position, and elects to do so from employees within the Bargaining Unit, then Management shall assign the most senior, permanent and trained Maintenance employee on duty to fill in as Acting Foreperson.

When Bargaining Unit employees temporarily fill such Management positions, as outlined above, they shall be paid the rate for such position.

(c) Acting Toll Supervisor shall be scheduled according to Seniority at their base Plaza except in the event of a permanent position, or in the event of extended illness of thirty (30) days or more.

(d) In the event of the absence of a higher-rated employee, such higher-rated work shall be offered to employees of the Classification directly below that of the higher-rated position, based upon Seniority and ability to do a satisfactory job. Such senior employees asked may refuse, but not the junior most employee. Employees temporarily filling a higher-rated positions shall be paid the top rate of the job.

(e) Employees required to perform the duties of a higher rated Classification shall be paid at the higher rate for such period(s) as he/she is performing the work. It is agreed that such higher-rated work in the Bargaining Unit shall be offered to the employees of the Classification directly below that of the higher-rated position based upon Seniority and ability. Such senior employees asked, may refuse, but not the junior most employee.

**SECTION 3.** An employee shall have the right and duty to

notify his/her Supervisor of all hazardous safety conditions. No employee shall be required to operate equipment or drive a truck which is in an unsafe condition. Such matters shall be brought to the immediate attention of the Department Head for correction.

**SECTION 4.** No employee shall be required to perform work other than that set forth in his/her particular job description. Each employee shall be responsible to his/her immediate Supervisor, Office Manager, Foreperson or person in charge of his/her work assignment, except in cases of emergency.

**SECTION 5.** Employees shall be subject to the SJTA Personnel Policies Manual ("Manual"). In the event of conflict in language or intent, the terms of this Agreement shall supersede. Further, parties agree that management will make every effort to discuss matters that impact UNION personnel with UNION officials before implementation.

**SECTION 6.** Work of a routine nature shall be shared equally by all employees of a given Job Classification, and no employee shall be discriminated against in the assignment of work within his/her classification.

Weekend duty in the Maintenance Department will commence Memorial Day Weekend through Labor Day Weekend and will be rotated, by Seniority, among Maintenance persons at the Level #4 Classification.

**SECTION 7.** Toll Supervisors shall be required to collect tolls only in emergencies. An emergency includes any unexpected surge of traffic that creates a back-up of congested traffic. A

Supervisor must be present when Toll Collectors are working at the Egg Harbor and Pleasantville Toll Plazas.

**SECTION 8.** Toll employees shall receive two (2) fifteen (15) minute relief breaks (exclusive of travel time). Such breaks shall be taken only as follows: one (1) break shall be taken before lunch, and one break shall be taken after lunch.

**SECTION 9.** Permanent and retired employees shall receive free passage for personal use of the Expressway. Passes are issued for this purpose.

**SECTION 10.** Toll employees shall receive a thirty (30) minute paid lunch period. Maintenance and Office employees shall receive a sixty (60) minute paid lunch period.

Communication Operator's work days shall include a one-half (1/2) hour paid lunch, on premises, which shall be scheduled by the AUTHORITY. This lunch period, insofar as possible, should be uninterrupted, but can be shortened, canceled, or interrupted in the event emergency circumstances arise. In the event a Communication Operator's lunch period is interrupted, such employee will be entitled to the same amount of time off equal to the time of the interruption (i.e., comp. time at straight time). Such time shall be taken off within the shift that the interruption occurred, and will be taken adjacent to remaining time in the lunch period.

**SECTION 11.** An employee who is absent from work because of the death or funeral of his/her spouse, child(ren), or step-child(ren) will be compensated for such time lost up to a maximum of five (5) days paid for each such instance. Likewise, employees

absent from work shall be compensated for such time lost up to a maximum of three (3) days paid because of the death or funeral of a Parent, Brother, Sister, Mother-in-Law, Father-in-Law and Grandchild, and one (1) day's pay for the death or funeral of a Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandfather, Grandmother, and/or an Aunt and Uncle. Where overnight travel is involved because of long distances, the AUTHORITY will allow an additional paid day 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.

**SECTION 12.** The AUTHORITY will provide daily custodial care to Toll Booths and Toll Buildings.

**SECTION 13.** Employees will be allowed to wear their uniforms to and from work at their option.

**SECTION 14.** Toll Collectors for the Mays Landing Plaza will be selected from those who bid preference for the position. Seniority will prevail in the selection. The bid posting shall remain posted for at least fifteen (15) days prior to its removal, and no names may be added subsequent to the final closing bid date to be noted on the posting. An employee who is absent, may bid by proxy up to the final closing bid date.

### **ARTICLE XIII - RECOGNIZED PRACTICES**

The parties recognize the following practices and incorporate same herein:

(a) Tuition Reimbursement Program - The AUTHORITY agrees to pay tuition for courses which are job-related. All other tuition reimbursement requests will be reviewed by the AUTHORITY on a case by case basis in accordance with the program reimbursement criteria and schedule outlined in the Personnel Policies Manual.

(b) Vacation Call-In - Employees may call-in a vacation day at any time provided adequate staffing is available at the employee's assigned location. The employee's Supervisor shall make that determination.

(c) Supervisory Training Courses - Employees will be given the opportunity to request training and supervisory courses for promotional opportunities. The AUTHORITY will review the request and make its decision on a case by case basis.

(d) Heavy Equipment Training - Employees will be given the opportunity for heavy equipment training.

(e) Special Skills Training - Employees will be given the opportunity to take special skills training courses.

(f) Steady Shifts - Toll employees will be given the opportunity to vote for steady shifts. To be effective, at least a 2/3 vote in favor of the steady shift option is required before implementation. It is further recognized that the steady shift option cannot result in a manpower shortage.

(g) Temporary Disability Leave Vacation Substitution - Employees are eligible to substitute one week vacation time for the temporary disability leave waiting period as set forth in the temporary disability leave plan.

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

(i) Eligible Supervisors - Toll Collectors who are on the list of eligible Supervisors will be paid the Supervisor's pay rate if they are passed over as acting Supervisor.

(j) Shift Requests - Shift employees may request in excess of three shift changes per year.

(k) Half-price Meals - If the AUTHORITY and the rest area food services enter into a contract wherein the food services agree that AUTHORITY employees will be given half-price meals, that benefit will also apply to Bargaining Unit employees.

(l) Court Appearances - Employees who are required to appear in court concerning AUTHORITY business during non-work days and/or non-work hours will be paid for their time. If their appearance falls on straight time hours, employees will be reimbursed hour for hour at their regular rate. If their appearance time falls during an overtime period, they will be paid the overtime rate.

(m) Management Cooperation - Management will make every effort to discuss matters that impact UNION personnel with UNION officials before implementation.

(n) The AUTHORITY agrees to provide eligible current employees or retirees insurance coverage through its private carrier, alone, or in combination with a medicare reimbursement.

#### **ARTICLE XIV - MUTUAL COOPERATION**

**SECTION 1.** The AUTHORITY and UNION agree that mutual cooperation is necessary for the AUTHORITY to carry out its public responsibility of maintaining a high level of service to the public.

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

**SECTION 3.** The AUTHORITY and UNION agree that this Agreement was reached in good faith and to abide by the terms and conditions of this Agreement through the life of the Agreement. The AUTHORITY and UNION represent that the provisions of this Agreement shall be carried out in all respects through the life of the Agreement and assures the UNION and employees compliance by its Administrative and Management personnel.



## **ARTICLE XV - JOB CLASSIFICATIONS**

**SECTION 1.** Job Classifications and Descriptions for each job covered by this Agreement shall appear attached hereto as Addendum "B". No changes shall be made in Job Classifications or Descriptions except as agreed upon between the parties hereto.

**SECTION 2.** If the AUTHORITY requires the addition of new Job Classifications and/or changes in Job Descriptions due to a change in the nature of work assignments, it shall meet with the UNION and submit them to the UNION for review and discussion, including negotiation of the applicable job rate, no later than ten (10) days prior to the institution of the new job. The AUTHORITY agrees to discuss all new Job Classifications and assign appropriate jobs to the Bargaining Unit. The AUTHORITY agrees that there shall be no changes in Job Classification or attendant Job Description which would cause such position to be removed from the Bargaining Unit. In the case of disagreement as to the applicable job rate, the matter may be taken to Arbitration by either party.

(a) Nothing herein shall be construed to prevent the UNION from proposing new descriptions, titles and rates, if there has been a sufficient change in an existing job description to warrant such a change. Failure of the parties to agree shall be handled in the same manner as outlined above.

**SECTION 3.** The AUTHORITY will replace, as soon as possible, but no later than thirty (30) days thereafter, any permanent Bargaining Unit position vacated through termination, retirement, advancement or death, provided that the AUTHORITY still

has a need for the position vacated.

(a) The AUTHORITY and UNION will adhere to the provisions set forth in ARTICLE VII of this Agreement.

(b) Any employee temporarily replacing a vacated position will be paid the full rate for the position.

**ARTICLE XVI - RATE OF PAY**

**SECTION 1.** New rates of pay will become effective on 12:01 A.M., October 30, 1992 and shall appear attached hereto as Addendum "C."

**ARTICLE XVII - AUTHORITY JURISDICTION**

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

**SECTION 2.** The AUTHORITY agrees that no part-time Toll Collector or Communications Operator will replace a permanent full-time Toll Collector or Communications Operator, except when such permanent full-time Toll Collector or Communications Operator is incapacitated and unable to work for an extended period of time, or such an employee is on military duty.

**ARTICLE XVIII - LEGAL APPLICATION**

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

**ARTICLE XIX - SENIORITY LIST**

**SECTION 1.** The AUTHORITY shall provide the UNION, with three (3) copies of an up-to-date Seniority list of all employees. Such list will be provided within thirty (30) days after execution of this Agreement. Revisions thereto shall be given monthly, and total updated Seniority lists, three (3), shall be provided every six (6) months.

**ARTICLE XX - TERM OF AGREEMENT**

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

**ADDENDUM A**

**Letter Agreement/Bumping**

Both the UNION and the AUTHORITY agree that in Article V, Section 3 (a) the language alluding to the right to bump "laterally or downward" means that in the event the person exercising his/her seniority right to bump currently occupies an entry level position within the bargaining unit that person may bump into any other bargaining unit entry level position as long as he/she meets all other provisions of this Agreement pertaining to bumping rights.

Notwithstanding any other clause in this Agreement, it is understood by the AUTHORITY and the UNION that the following job titles will be considered entry level:

- Toll Collector
- Communications Operator
- Count Clerk
- Clerk-State Police/Maintenance II
- Clerk-Finance
- Clerk-Toll Division
- Maintenance Person #4
- Craftsman Helper #4
- Sign Shop Helper #4
- Building Crafts and Utilities Helper
- Clerk - Toll Repair

And any other title with the word "Trainee" in it will also be considered an entry level position.



**ADDENDUM B**

**Basic Job Description  
Maintenance Department**

**EDUCATION:**

Completion of elementary school or equivalent.

**SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck and operate snow removal equipment.

**DUTIES:**

1. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies and snow removal work.

## **Job Description**

### **Mechanic #1**

#### **EXPERIENCE:**

At least three (3) years experience as a Mechanic #2 or #3 with the New Jersey Expressway Authority or the AUTHORITY.

#### **SPECIAL SKILLS:**

Must have attended and received certification in specialized schooling in at least two (2) categories that would benefit and help their job performance. Examples: air conditioning, auto transmission, emission, control system, welding, body and fender repair, and/or front end alignment. Must have a valid New Jersey drivers license, the ability to drive a truck, operate snow removal equipment operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Responsible to the Superintendent of mechanical equipment or automotive equipment.
2. Responsible to perform the preventive maintenance, repairs and service of all AUTHORITY vehicles and equipment.
3. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.
4. In case of emergency on the Expressway, they may be used for snow removal work or any other maintenance work.

## **Job Description**

### **Mechanic #2**

#### **EXPERIENCE:**

At least one (1) year experience as a Mechanic #3 with the New Jersey Expressway Authority or the AUTHORITY.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Responsible to the Superintendent of mechanical equipment or automotive equipment.
2. Responsible to perform the preventive maintenance, repairs and service of all AUTHORITY vehicles and equipment.
3. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.
4. In case of emergency on the Expressway, they may be used for snow removal work or any other maintenance work.

## **Job Description**

### **Mechanic #3**

#### **EXPERIENCE:**

At least two (2) years experience as an automotive mechanic.

#### **SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Responsible to the Superintendent of mechanical equipment or automotive equipment.
2. Responsible to perform the preventive maintenance, repairs and service of all AUTHORITY vehicles and equipment.
3. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.
4. In case of emergency on the Expressway, they may be used for snow removal work or any other maintenance work.

**Job Description**  
**Sign Fabricator #1**

**EXPERIENCE:**

At least three (3) years experience working in the sign shop.

**SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

**DUTIES:**

1. Responsible to the Foreman of the sign shop.
2. Responsible for the performance of all phases of sign fabrication in the sign shop and operation of the sign shop equipment.
3. Required to obtain the necessary sign shop materials and supplies from the Foreman of the sign shop.
4. Required to assist and direct all sign shop related work done on the road.
5. Required to be on call for snow removal work.
6. Required to perform regular maintenance work when requested.
7. Responsible for training subordinates below his/her rating.
8. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies and snow removal work.

## **Job Description**

### **Sign Fabricator #2**

#### **EXPERIENCE:**

At least two (2) years experience working in the sign shop.

#### **SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Responsible to the Foreman of the sign shop.
2. Assist sign fabricator #1 in all phases of sign fabrication in operation of the sign shop equipment as designated.
3. May also be assigned to work on sign shop related work.
4. Required to be on call for snow removal work.
5. Required to perform regular maintenance work when requested.
6. Assist in training subordinates below his/her rating.
7. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies and snow removal work.

**Job Description**  
**Sign Fabricator #3**

**EXPERIENCE:**

At least one (1) year experience working in the sign shop.

**SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

**DUTIES:**

1. Responsible to the Foreman of the sign shop.
2. Assist in sign fabrication in the sign shop.
3. Work on the erection of signs, replace and install delineators and delineator posts.
4. Perform any other sign shop related work.
5. Required to be on call for snow removal work.
6. Required to perform regular maintenance work when requested.
7. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies and snow removal work.

## Job Description

### Sign Shop Helper #4

#### **SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck and operate snow removal equipment.

#### **DUTIES:**

1. Responsible to the Foreman of the sign shop.
2. Assist in sign fabrication in the sign shop.
3. Work on the erection of signs, replace and install delineator posts and delineators.
4. Perform any other sign shop related work.
5. Required to be on call for snow removal work.
6. Required to perform regular maintenance work when requested.
7. Required to have a telephone and be available twenty-four (24) hours a day, (7) days a week, for emergencies and snow removal work.



**Job Description**  
**Craftsman General #1**

**EXPERIENCE:**

At least three (3) years experienced as a Craftsman #2 with the AUTHORITY or equivalent.

**SPECIAL SKILLS:**

Must have a valid New Jersey drivers license, ability to drive a truck and operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

**DUTIES:**

1. Responsible to the Superintendent or Assistant Superintendent of Crafts.
2. Perform and be responsible for repairing, maintaining and the construction in the various crafts: carpentry, electrical, masonry, plumbing, welding and lead structural painting.
3. Must be on call for snow removal work.
4. Must perform regular maintenance work when requested.
5. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies and snow removal work.
6. Responsible for training subordinates below his/her rating.
7. Must have a proficiency in at least two (2) of the crafts, and a working knowledge in two (2) others.
8. Assist the electrical and plumbing trades.

## Job Description

### Craftsman #2

#### **EXPERIENCE:**

At least two (2) years experience as a Craftsman #3 with the AUTHORITY or equivalent.

#### **SPECIAL SKILLS:**

Must have a valid New Jersey drivers license, and the ability to drive a truck and operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Responsible to the Superintendent or Assistant Superintendent of Crafts.
2. Perform and be responsible for repairing, maintaining and the construction in the various crafts: carpentry, electrical, masonry, plumbing, welding and lead structural painting.
3. Must be on call for snow removal work.
4. Must perform regular maintenance work when requested.
5. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies and snow removal work.
6. Responsible for training subordinates below his/her rating.

7. Must have a proficiency in at least one (1) of the crafts, and a working knowledge in two (2) other crafts.
8. Assist the electrical and plumbing trades.

## **Job Description**

### **Craftsman #3**

#### **EXPERIENCE:**

At least one (1) year experience as a Craftsman #4 with the AUTHORITY or equivalent.

#### **SPECIAL SKILLS:**

Must have a valid New Jersey drivers license, and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Responsible to the Superintendent or Assistant Superintendent of Crafts.
2. Perform and be responsible for repairing, maintaining and the construction in the various crafts: carpentry, electrical, masonry, plumbing, welding and lead structural painting.
3. Must be on call for snow removal work.
4. Must perform regular maintenance work when requested.
5. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies and snow removal work.
6. Must have a proficiency in at least one (1) of the crafts, and a working knowledge in one other craft.
7. Assist the electrical and plumbing trades.

## **Job Description**

### **Craftsman #4**

#### **SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck and operate snow removal equipment.

#### **DUTIES:**

1. Responsible to the Superintendent or Assistant Superintendent of Crafts.
2. Perform and assist in the repairing, maintaining and the construction in the various crafts: carpentry, masonry, welding and lead structural painting.
3. Must be on call for snow removal work.
4. Must perform regular maintenance work when requested.
5. Required to have a telephone and be available twenty-five (24) hours a day, seven (7) days, a week for emergencies and snow removal work.
6. Must have a working knowledge in at least one (1) of the crafts.
7. Assist the electrical and plumbing trades.

## Job Description

### Maintenance Person General #1

#### **EXPERIENCE:**

At least two (2) years experience as a Maintenance Person #2 or #3.

#### **SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck and operate snow removal equipment.

#### **DUTIES:**

1. Perform the proper maintenance, general labor, improvement and repair of the facilities of the AUTHORITY as delegated.
2. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.
3. Must be able to drive a tractor, operate mowers, operate trucks and snow removal equipment.
4. Ability to operate and perform preventive maintenance on all of the following equipment:

Front End Loader

Backhoe

Fork Lift

Mobile Sweeper

Traffic line paint spraying  
truck distributor

Crane and drag line,  
clam bucket

Grader

Roller

Lane Scrubber

Asphalt Spreader

Brush Hog

Excavator

## Job Description

### Maintenance Person Skilled #2

#### **EXPERIENCE:**

At least three (3) years experience as a Maintenance Person #3.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck and operate snow removal equipment.

#### **DUTIES:**

1. Perform the proper maintenance, general labor, improvement and repair of the facilities of the AUTHORITY as delegated.
2. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.
3. Must be able to drive a tractor, operate mowers, operate truck and snow removal equipment.
4. Ability to operate and perform preventive maintenance on all of the following equipment:

Front End Loader  
Backhoe  
Fork Lift  
Mobile Sweeper  
Traffic line paint spraying  
truck distributor

Grader  
Roller  
Lane Scrubber  
Asphalt Spreader  
Brush Hog  
Excavator

**Job Description**

**Maintenance Person Skilled #3/Spraying Technician**

**EXPERIENCE:**

At least one (1) year experience as a Maintenance Person #4.

**SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck and operate snow removal equipment and operate a brush hog.

**DUTIES:**

1. Perform the proper maintenance, general labor, improvement and repair of the facilities of the AUTHORITY as delegated.
2. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.
3. Must be able to drive a tractor, operate mowers, operate truck and snow removal equipment.
4. A maintenance person #3 must have the ability to operate and perform preventive maintenance on at least two (2) of the following pieces of equipment:

Front End Loader	Fork Lift
Grader	Mobile Sweeper
Backhoe	Lane Scrubber
Roller	Brush Hog

5. A spraying technician must have the ability to operate one (1) of the above pieces of equipment, and have a New Jersey State DEP Certified Pesticide Commercial Applicator License.



## Job Description

### Maintenance Person #4

#### SPECIAL SKILLS:

Must have valid New Jersey drivers license and the ability to drive a truck and operate snow equipment.

#### DUTIES:

1. Perform the proper maintenance, general labor, improvement and repair of the facilities of the AUTHORITY as delegated.
2. Must be able to drive a truck and operate snow removal equipment.
3. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.

## **Job Description**

### **Auto Body Repairman #1**

#### **EXPERIENCE:**

At least three (3) years experience as an Auto Body Repairman #3 or #2 with the New Jersey Expressway Authority or the AUTHORITY.

#### **SPECIAL SKILLS:**

Must have a valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Perform and be responsible for the auto body repairs of all AUTHORITY vehicles and equipment.
2. Work to be performed under the assignment and supervision of the Superintendent of Mechanical Equipment.
3. Required to be on call for snow removal work and perform maintenance person duties upon request.
4. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.

## **Job Description**

### **Auto Body Repairman #2**

#### **EXPERIENCE:**

At least two (2) years experience as an Auto Body Repairman #3 with the New Jersey Expressway Authority or the AUTHORITY.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Perform and be responsible for the auto body repairs of all AUTHORITY vehicles and equipment.
2. Work to be performed under the assignment and supervision of the Superintendent of Mechanical Equipment.
3. Required to be on call for snow removal work and perform maintenance person duties upon request.
4. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.

## Job Description

### Auto Body Repairman #3

#### **EXPERIENCE:**

At least two (2) years experience as an Auto Body Repairman or equivalent.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Perform and be responsible for the auto body repairs of all AUTHORITY vehicles and equipment.
2. Work to be performed under the assignment and supervision of the Superintendent of Mechanical Equipment.
3. Required to be on call for snow removal work and perform maintenance person duties upon request.
4. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.

**Job Description**  
**Electrical Journeyman**

**EDUCATION:**

High school graduate or equivalent. At least three (3) years technical education.

**EXPERIENCE:**

At least three (3) years experience in electrical work.

**SPECIAL SKILLS:**

Must have valid New Jersey drivers license. Ability to drive a truck and operate snow removal equipment. Ability to operate a backhoe, loader and fork lift in the related job duties and emergencies.

**DUTIES:**

1. Responsible for the maintenance, repair and installation of electrical equipment in accordance with state regulations.
2. Responsible for the maintenance and repair of all traffic counters, all electrical equipment at toll buildings and maintenance buildings.
3. Responsible for the proper functioning of overhead and navigation lights by stand-by generators.

4. Required to be on call for snow removal work and perform maintenance person duties upon request.
5. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.

## Job Description

### Electrical Trainee

#### **EDUCATION:**

High school or vocational school graduate. Required to complete electrical courses at night vocational or technical school during the first three (3) years of training period.

#### **EXPERIENCE:**

Background of electrical work or one (1) year practical experience.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck, operate snow equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Required to assist in all phases of electric maintenance repair and installation.
2. Required to be on call for snow removal work and perform maintenance person duties upon request.
3. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week for emergencies.

## **Job Description**

### **Plumbing, Heating and Air Conditioning (PHA) Journeyman**

#### **EDUCATION:**

High school graduate or equivalent (G.E.D.). At least one (1) year technical education.

#### **EXPERIENCE:**

At least four (4) years experience in related work.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck and operate snow removal equipment. Must have a current, approved license for plumbing and the ability to operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Perform maintenance, repair and installation of heating, air conditioning, plumbing and all related work to properties of the AUTHORITY.
2. Required to be on call for snow removal work and perform maintenance person duties upon request.
3. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.



## **Job Description**

### **Plumbing/Heating/Air Conditioning (PHA) Trainee**

#### **EDUCATION:**

High school or vocational school graduate. Required to complete technical courses at a vocational or technical school during first three (3) years of training period.

#### **EXPERIENCE:**

At least one (1) year experience in two (2) of the three (3) categories.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Required to assist in all phases of plumbing, heating and air conditioning maintenance, repair and installation.
2. Required to be on call for snow removal work and perform maintenance duties upon request.
3. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.

## **Job Description**

### **Operating Technician Sewer and Water (S&W)**

#### **EDUCATION:**

Certificate of completion for two (2) years technical education in waste water treatment. One (1) year advanced potable water treatment course (State approved course).

#### **EXPERIENCE:**

Six (6) years practical experience in water and sewer systems.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck and operate snow removal equipment. Must have an approved license for Sewer (S-2) and the ability to operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Perform and operate all related equipment in the maintenance and repair to all areas of water and sewer facilities on the Expressway.
2. Conduct all necessary requirements to operate water and sewer facilities as per state regulations.
3. Responsible for all records as required.
4. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.
5. Required to be on call for snow removal work and perform maintenance person duties upon request.

## **Job Description**

### **Operating Technician Sewer and Water (S&W) Trainee**

#### **EDUCATION:**

High school graduate (additional education preferred).  
Required to attend technical school at night during trainee period.

#### **EXPERIENCE:**

Two (2) years practical experience in water and sewer systems.

#### **SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck, operate snow removal equipment, operate a backhoe, loader and fork lift in the related job duties and emergencies.

#### **DUTIES:**

1. Required to assist in all phases of Operator Technician's sewer and water responsibilities.
2. Required to have a telephone and be available twenty-four (24) hours a day, seven (7) days a week, for emergencies.
3. Required to be on call for snow removal work and perform maintenance person duties upon request.

**Job Description**  
**Stockroom Attendant**

**EDUCATION:**

High school graduate or equivalent (G.E.D.).

**EXPERIENCE:**

Knowledge of general mathematics, ability to use a calculator and adding machine.

**SPECIAL SKILLS:**

Must have valid New Jersey drivers license and the ability to drive a truck and operate snow equipment.

**DUTIES:**

1. Under the direction of the Maintenance Manager and the Office Manager.
2. Prepares janitorial orders for all buildings.
3. Issues supplies and tools, keeps an up-to-date record of what is issued at the beginning of the work day and what is returned at the end of the work day.
4. Maintains an inventory control on all stockroom supplies.
5. Does ordering of maintenance supplies under the supervision of the Office Manager.
6. Performs data processing duties as assigned.
7. Required to have a telephone and be available for call out duty twenty-four (24) hours a day, seven (7) days a week, for emergencies and snow removal work.
8. Performs any other maintenance duties as assigned.

## Job Description

### Clerk - State Police/Central Maintenance

#### **EDUCATION:**

High school graduate.

#### **SPECIAL SKILLS:**

Ability to use calculator, adding machine, copying machine and other office machines. Must have typing ability and maintain neat and accurate records.

#### **DUTIES:**

Under the direction of the Officer in Charge, Expressway State Police Detachment, and of the Maintenance Manager, assist in recording and preparing gasoline tickets and associated monthly reports, time sheets, limited purchase orders, records toll violators and maintains their records, performs typing and other clerical and filing duties, as assigned. Duty assignments between the two offices will be regulated by the respective Supervisors.

## **Job Description**

### **Principal Clerk - State Police**

#### **EDUCATION:**

High school graduate with secretarial and clerical training.

#### **EXPERIENCE:**

Five (5) years office experience.

#### **SPECIAL SKILLS:**

Ability to type, take dictation, operate office machines and equipment. Must be able to maintain neat and accurate records.

#### **DUTIES:**

1. Responsible to the Supervisor of State Police Operations and the Officer in charge of the State Police detachment and/or Maintenance Manager and Maintenance Office Manager, as assigned.
2. Take dictation, typing, ability to use of calculator, routine administrative secretarial duties, plus reports for the Lt. and Staff Sgt., State Police detachment and or Maintenance Manager and Maintenance Office Manager, as assigned. Will assist in the training of other clerks in the State Police and/or Central Maintenance facilities as required.
3. Maintain inventory control of supplies, issue purchase requests and limited purchase orders.
4. Maintain office files, accident index and roster of personnel.
5. Issue accident reports and permits.

6. Perform all necessary administrative functions as required.
7. Prepare consolidated reports of daily activities and yearly accident and motor vehicle statistics.
8. Perform typing, clerical, filing and data processing duties as assigned.
9. Answer telephone promptly and courteously.

## **Job Description**

### **Toll Collector**

#### **EDUCATION:**

Elementary school graduate.

#### **SPECIAL SKILLS:**

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

#### **DUTIES:**

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



## **Job Description**

### **Clerk - Toll/Toll Repair Division**

#### **EDUCATION:**

High school graduate.

#### **EXPERIENCE:**

#### **SPECIAL SKILLS:**

Ability to maintain records neatly and accurately, type and use other office machines and equipment.

#### **DUTIES:**

1. Under the direction of the Tolls or Toll Repair Superintendent.
2. Assemble and file material in accordance with prescribed methods.
3. Perform other typing, clerical, filing and data processing duties as assigned.
4. Answer telephone promptly and courteously.

**Job Description**  
**Toll Counting Clerk**

**EDUCATION:**

High school graduate or equivalent(G.E.D.).

**SPECIAL SKILLS:**

Ability to efficiently use all required office machines and equipment. Must have valid New Jersey drivers license and be able to accurately and legibly complete all necessary forms and reports in relation to collecting and counting of currency.

**DUTIES: Basic**

1. Under the direction of the Superintendent in charge of the Count Room or his/her designee.
2. Count and record Toll Collectors cash receipts, tickets collected, and automatic cash vaults.
3. Prepare deposit tickets and records and posts the necessary paper work and armored car record. Obtain signature of the armored car representative for bags and wrapped currency.

**DUTIES: On Ramps**

1. Do minor repair work on coin collecting machines at ramps.
2. Change coin machine when necessary.
3. Change coin vaults at all locations.
4. Must be able to lift full coin vault into vehicle.
5. Return vaults to the counting room.

**DUTIES: On Surveillance**

1. Able to set up TV monitors at ramp locations.
2. Perform toll checks surveillance procedure with State Police and be available to testify in court for State Police.

**DUTIES: In Counting Room**

1. Operation of coin counting machines.
2. Empty and total accounts from each vault.
3. Classify all monies and write up totals for bank deposits. Wrap and bag all currency. Prepare deposits for banks.
4. Assist in the training of new personnel assigned to the Toll Counting Department.

**ADDITIONAL REQUIREMENTS:**

1. Must pass a basic math test.
2. Must pass a physical strength test (lifting vaults and machines).
3. Must pass a police background check.
4. Must be available to work weekends when required.

**Job Description**  
**Communications Operator**

**EDUCATION:**

High school graduate or equivalent (G.E.D.)

**SPECIAL SKILLS:**

Must have NJCJIS operator certification with criminal background clearance (fingerprint and record check).

**DUTIES:**

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

7. Operators must be thoroughly familiar with locations such as toll plazas, service areas, intercept parking lots and the corresponding mileposts to ensure immediate and expedient dispatching of police, fire and rescue equipment.
8. Operators must be thoroughly familiar with the location and operation of the Expressway's alarm system. When alarm systems located at service areas and unmanned toll plazas are activated, signals must be dispatched to patrols expediently with the proper information being transmitted concerning any alarm.
9. Operators must be able to communicate orally and in a professional manner, both on Expressway radio and telephone. In addition they must identify themselves.
10. Operators must be aware that as a Communications Operator he/she will be handling restricted and classified information which is only available to authorized persons.
11. Operators will be alert and ready to assist any and all authorized State Police personnel with any and all authorized State Police business while on duty.
12. Operators must be available for duty as scheduled other than when on vacation. In such cases, the remaining operator will work alone to be assisted by State Police Supervisors, if needed.

13. Operators, while on duty during the hours of darkness, will adhere to established security practices.
14. Operators will, at all times, make certain that all documented entries are true and correct as entered.
15. Operators, while on duty, on a daily basis will be responsible to the State Police Officer in charge of the Expressway as far as enforcing reasonable guidelines governing the operators while on duty at the Expressway State Police Communication Center.

## **Job Description**

### **Accountant's Assistant**

#### **EDUCATION:**

Minimum: High School graduate with post-graduate training in accounting or bookkeeping.

#### **EXPERIENCE:**

At least five (5) years responsible clerical accounting experience. Ability to type and maintain records neatly and accurately.

#### **SPECIAL SKILLS:**

Under the direction of the Accountant, but functionally on matters of audit responsible to the Supervising Auditor, primary duties shall be to pre-audit and verify vendors' invoices according to established policies and procedures (other than those restricted for audit by the Supervising Auditor); verify purchase order before issue,; verify all general disbursements; reconcile bank statements; maintain records for and administer accounts payable control; maintain proper records related to the issuance of non-revenue coupons and tokens, and issue such coupons and tokens under the direction of the Comptroller; verify cash receipts other than tolls. Assist the Accountant with account functions requiring a knowledge of accounting, trial balance and statement preparation. Perform other clerical accounting clerical functions.

## **Job Description**

### **Toll Analyst**

#### **EDUCATION:**

Minimum: High School graduate or equivalent (G.E.D).

#### **EXPERIENCE:**

Minimum three (3) years experience in either accounting, auditing, statistics, toll auditing or equivalent. Must have ability to type and use office equipment.

#### **DUTIES:**

1. Responsible to, and work under the direction of the Manager of Financial Administration.
2. Responsible for the administration of office audits on the settlement of toll collection accounts; analyze collector accounts and report on variances and automatic lane violations; prepare reports on toll revenue and traffic activities, utilizing electronic spreadsheets and word processing; determine and report any malfunctions of toll recording equipment; maintain proper audit records, collectors accounts, toll revenue and traffic records.; and bank deposits against collector deposits.
3. On own initiative, develop toll audit procedures, records and reports and make recommendations to the Manager of Financial Administration. Coordinate the activities of the Toll Audit Division with the Operation's Department, Toll Collection Division, and the Count Room Division. Coordinate toll audit functions with outside support



- services, such as the bank and the armored car service.
4. Record all collectors' bank changes. Assist in the training of new employees and summer help assigned to the Toll Audit Division. Maintain confidentiality of variance reports and any special investigations. Perform other related Toll Audit Division duties.
  5. Responsible for the accuracy and timely submission of all monthly Toll Audit Division reports.

**Job Description**  
**Control Technician**

**EDUCATION:**

High school graduate or equivalent (G.E.D.). Two (2) year associates degree in electronics or microprocessors. Must acquire an FCC license prior to reaching the job rate (completion of three (3) years).

**EXPERIENCE:**

Four (4) years electronic repair experience or the equivalent.

**DUTIES:**

1. Perform the maintenance and repair of key boxes, manual printer, control panels, registration panels, treadle boards, treadles, overhead indicators, telectron N.R. System, fare indicators, power supply and call boxes.
2. Perform all wiring and connections of new installations done by the AUTHORITY, and maintenance of any new computerized or electronic systems purchased by the AUTHORITY.
3. Perform prefabrication done by the AUTHORITY and general overall operations of toll facilities.
4. Responsible for the inspection of all new installations of toll equipment either AUTHORITY owned or leased by the AUTHORITY.

5. Be on call twenty-four (24) hours a day, seven (7) days a week, in case of emergencies and trouble calls.
6. Must have a telephone and a valid New Jersey drivers license.

**Job Description**  
**Clerk Toll Audit**

**EDUCATION:**

High school graduate or equivalent (G.E.D.).

**EXPERIENCE:**

Two (2) years bookkeeping and proficiency in the use of adding machines, calculators, typewriters, and the ability to learn prescribed methods.

**SPECIAL SKILLS:**

Under the direction of the Toll Auditor, shall verify each Toll Collector's daily collection account, including the counting of pre-paid tickets, assembling deposit slips, unusuals, and mail toll forms. Prepares recorder tapes for daily records of revenues and vehicle counts; verify Toll Collector's manifests and daily deposit slips; red-line recorder tapes (daily transferring of money and classes of each Toll Collector from recorder tape to work sheets); verify automatic deposits from recorder tapes and meter reading with bank deposit slips from each vault for transfer to NCR ledger cards and perform general clerical work as may be assigned.

## Job Description

### Clerk - Finance Department

#### **EDUCATION:**

High school graduate or equivalent (G.E.D.).

#### **EXPERIENCE:**

Knowledge of general mathematics. Ability to type and two (2) years bookkeeping experience. Ability to use calculators and adding machines, and, in general, perform clerical duties and filing.

#### **SPECIAL SKILLS:**

Under the direction of the Supervising Auditor, assist in the Accounting and Toll Audit Divisions as needed.

Assemble and file materials in accordance with prescribed methods and perform general clerical duties as may be assigned.

**Job Description**  
**Head Counting Clerk**

**EDUCATION:**

High school graduate or equivalent (G.E.D.).

**EXPERIENCE:**

Minimum (1) one year of Expressway count room experience preferred.

**SPECIAL SKILLS:**

Ability to efficiently use all required office machines and equipment. Must have valid New Jersey drivers license and be able to accurately and legibly complete all necessary forms and reports in relation to the collecting and counting of revenue.

**DUTIES:**

Under the direction of the Plaza Superintendent or his/her designee, responsible for daily counting, recording and shipping of all Toll Collectors' cash receipts, tickets and all automatic cash vaults. Prepare all work schedules for Toll Counting Clerks, plus, perform ramp surveillance.

Under the direction of the Plaza Superintendent, serve as lead employee of count room and train all new employees; purchase new equipment and maintain all present equipment and formulate a budget for next years operation.

**ADDITIONAL REQUIREMENTS**

1. Must pass a basic math test.
2. Must pass a physical strength test (lifting vaults and machines).
3. Must pass a police background test.
4. Must work weekends when required.
5. Must have a phone and be available in case of emergency.
6. Must be able to perform all duties of a Toll Counting Clerk.

## **Job Description**

### **Clerk I**

#### **State Police/Central Maintenance**

##### **EDUCATION:**

High School graduate with secretarial and clerical training.

##### **EXPERIENCE:**

Five (5) years office experience.

##### **SPECIAL SKILLS:**

Ability to type, take dictation, operate office machines and equipment. Must be able to maintain neat and accurate records.

##### **DUTIES:**

1. Responsible to the Supervisor State Police Operations Officer in Charge of the State Police detachment and/or Maintenance Manager and Maintenance Office Manager as assigned.
2. Take dictation, typing, use of calculator, routine administrative secretarial duties, plus reports for the Lt. and staff Sgt., State police detachment and or Maintenance Manager and Maintenance Office Manager as assigned. Will assist in the training of other clerks in the State Police and or Central Maintenance facilities as required.
3. Maintain inventory control of supplies, issue purchase requests and limited purchase orders.



4. Maintain office files, accident index and roster of personnel.
5. Issue accident reports and permits.
6. Perform all necessary administrative functions as required.
7. Prepare consolidated reports of daily activities and yearly accident and motor vehicle statistics.
8. Perform typing, clerical, filing and data processing duties as assigned.
9. Answer telephone promptly and courteously.

**Job Description**

**Clerk II**

**State Police/Central Maintenance**

**EDUCATION:**

High school graduate.

**SPECIAL SKILLS:**

Ability to use calculator, adding machine, copying machine and other office machines. Must have typing ability and maintain neat and accurate records.

**DUTIES:**

Under the direction of the Officer in Charge, Expressway State Police Detachment, and of the Maintenance Manager, assists in the recording and preparing of gasoline tickets and associated monthly reports, time sheets, limited purchase order, records toll violators and maintains their records, performs typing and other clerical and filing duties as assigned. Duty assignments between the two offices will be regulated by the respective supervisors.

**Job Description**  
**Accounts Payable Clerk**

**JOB SUMMARY:**

Under direction of Accounting Manager, performs routine clerical accounting assignments, to include the processing of vendor invoices, and employees expense vouchers.

**JOB RESPONSIBILITIES:**

1. Review vouchers for verification and correct general ledger accounting coding.
2. Compare vendor's invoice to purchase order as to quantity, price, freight and terms of payment. Review math extensions for accuracy.
3. Verify bills of lading, packing slips and receiving reports to invoices and purchase orders.
4. Review of employee expense vouchers for receipt documentation in accordance with travel procedures.
5. Data entry of payment vouchers to automated accounts payable system.
6. Provide for a schedule of vouchers in accordance with Authority payment schedule.
7. Notify departments of invoices or vouchers received for which they have not provided receiving documentation.
8. Notify department of discrepancies between vendor invoices and receiving documentation.

9. Maintain all necessary files.
10. Perform other related duties as assigned by immediate supervisor or other supervisory personnel as required.

**QUALIFICATIONS:**

High school education or equivalent certification required. Two(2) years of clerical accounting experience. Ability to efficiently use office machines, calculator and computer equipment. Must possess basic math aptitude skills and be neat, organized, and accurate in completion of tasks.

**Job Description**  
**Senior Toll Analyst**

**EDUCATION:**

Minimum high school graduate or equivalent.

**EXPERIENCE:**

Minimum three (3) years experience in either accounting, auditing, statistics, toll auditing or equivalent. Must have ability to type and use office equipment.

**DUTIES:**

1. Responsible to and work under the direction of the Audit Manager.
2. Final approval on the administration of office audits of the settlement of toll collection accounts. Analyze collector accounts and report on variances and automatic lane violations; prepare reports on toll revenue and traffic activities utilizing electronic spreadsheets and word processing. Determine and report any malfunctions of toll recording equipment. Maintain proper audit records, collectors accounts, toll revenue and traffic records. Reconcile bank deposits against collector deposits.
3. On own initiative develop toll audit procedures, records and reports and make recommendations to the Audit Manager. Coordinate toll audit functions with outside support services such as the bank and armored car

service.

4. Record all collectors' bank changes. Assists in the training of new employees and summer help assigned to the Toll Audit Division.
5. Responsible for the accuracy and timely submission of all monthly toll audit reports.
6. Evaluate and make recommendations regarding final audits generated by daily and monthly analysis.
7. Participate in meetings regarding key issues and concerns of the department.
8. Responsible for properly submitting request for disposal of records to New Jersey State Archives.

## **Job Description**

### **Building, Crafts & Utilities Helper**

#### **EXPERIENCE:**

Must have working knowledge of plumbing and electrical trades.

#### **SPECIAL SKILLS:**

Must have a NJ drivers license and qualify for a CDL license.

Ability to drive a truck and operate snow plowing equipment.

#### **DUTIES:**

1. Responsible for performing preventive maintenance and assisting in crafts and trades as directed. Check boilers, generators, and compressor tanks, and other related duties as assigned.
2. Perform and assist the craftsmen and journeymen in the repairing, maintaining and the construction in the various crafts/trades: carpentry, masonry, welding and lead structural painting, electrical and plumbing.
3. Responsible to the Superintendent of Bldg, Crafts and Utilities of his designee.
4. Must perform regular maintenance work when requested.
5. Required to have a telephone and be available 24 hours a day, 7 days a week for emergencies and snow removal work.

**Job Description**  
**Grounds Keeper #1**

**EXPERIENCE:**

At least three years experience working in landscaping and grounds keeping on the Atlantic City Expressway.

**SPECIAL SKILLS:**

Must have valid NJ drivers license qualify for a CDL license. Must have or obtain a NJ State Pesticide License. Ability to drive a truck and operate snow removal equipment. Must be able to operate loader, backhoe, fork lift tractor with attachments for example; york rake, auger, etc.

**DUTIES:**

1. Perform all phases of landscaping and operation of related equipment.
2. Responsible for cutting, and maintenance of grass at all Authority Plazas, buildings, and other areas as directed. Perform other related duties as assigned.
3. Responsible for the maintenance, planting and trimming of trees, flowers, shrubbery and all related landscaping work both indoors and outdoors.
4. Required to train and direct subordinates assigned landscaping work.
5. Perform preventive maintenance and or minor repairs of equipment assigned to him/her.
6. Required to have a telephone and be available 24 hours a



day, 7 days a week for emergencies and snow removal work.

7. Perform regular maintenance work when requested.

**Job Description**  
**Grounds Keeper #2**

**EXPERIENCE:**

At least three years experience in landscaping design, and grounds keeping.

**SPECIAL SKILLS:**

Must have valid NJ drivers license and qualify for a CDL license. Ability to drive a truck and operate snow removal equipment. Must be able to operate loader, grader, brush hog, backhoe, fork lift, and tractor with attachments for example; york rake, auger, etc.

**DUTIES:**

1. Perform all phases of landscaping design, and operation of related equipment.
2. Responsible for cutting, and maintenance of grass of all Authority plazas, buildings, and other areas as directed. Perform other related duties as assigned.
3. Responsible for the maintenance, planting and trimming of trees, flowers, shrubbery and all related landscaping work both indoors and outdoors.
4. Perform preventive maintenance and minor repairs of equipment assigned to him/her.
5. Required to have a telephone and be available 24 hours a day, 7 days a week for emergencies and snow removal work.
6. Perform regular maintenance work when requested.

**ADDENDUM C - RATES OF PAY**

Subject to other provisions of this Agreement, the AUTHORITY agrees that the hourly rates for all employees covered by this Agreement shall be as specified within this Addendum C. Reflected in those hourly rates are the following increases which become effective on the date(s) shown.

**TWO YEAR CONTRACT**

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

- Three percent (3%) - Effective and retroactive to October 30, 1992
- Two percent (2%) - Effective and retroactive to April 1, 1993
- Three percent (3%) - Effective and retroactive to October 30, 1993

**LOCAL 196 UNION RATES OF PAY**

<u>Job Titles</u>	<u>10/30/92</u>	<u>4/1/93</u>	<u>10/30/93</u>
Account's Payable Clerk			\$15.72
Accountant's Assistant	\$16.83	\$17.17	\$17.68
Auto Body Repairman 1	\$18.66	\$19.03	\$19.60
Auto Body Repairman 2	\$17.79	\$18.15	\$18.69
Auto Body Repairman 3	\$16.69	\$17.01	\$17.52
Building, Crafts & Utilities Helper			\$17.08
Clerk I-State Police/ Central Maintenance			\$16.36
Clerk II-State Police/ Central Maintenance	\$14.31	\$14.60	\$15.04
Clerk-Finance Department	\$14.31	\$14.60	\$15.04
Clerk-State Police/ Central Maintenance	\$14.31	\$14.60	\$15.04
Clerk-Toll Division	\$14.31	\$14.60	\$15.04
Communications Operator (after 2 years)	\$16.61	\$16.94	\$17.45

Communications Operator (after 1 year)	\$15.72	\$16.03	\$16.51
Communications Operator (after 6 months)	\$12.72	\$12.97	\$13.36
Communications Operator (first 6 months)	\$11.47	\$11.70	\$12.05
Control Technician (after 3 years)	\$18.90	\$19.28	\$19.86
Control Technician (year 3)	\$17.74	\$18.09	\$18.63
Control Technician (year 2)	\$17.18	\$17.52	\$18.05
Control Technician (year 1)	\$16.69	\$17.02	\$17.53
Counting Clerk (after 1 year)	\$14.18	\$14.46	\$14.89
Counting Clerk (after 6 months)	\$12.36	\$12.61	\$12.99
Counting Clerk (first 6 months)	\$11.73	\$11.96	\$12.32
Craftsman General 1	\$18.66	\$19.03	\$19.60
Craftsman 2	\$17.79	\$18.15	\$18.69
Craftsman 3	\$16.69	\$17.02	\$17.53
Craftsman 4	\$16.25	\$16.58	\$17.08
Electrical Journeyman	\$18.90	\$19.28	\$19.86
Electrical Trainee (year 3)	\$17.74	\$18.09	\$18.63
Electrical Trainee (year 2)	\$17.18	\$17.52	\$18.05
Electrical Trainee (year 1)	\$16.69	\$17.02	\$17.53
Grounds Keeper #1			\$19.60
Grounds Keeper #2			\$18.69
Maintenance Person General 1	\$18.66	\$19.03	\$19.60
Maintenance Person Skilled 2	\$17.79	\$18.15	\$18.69
Maintenance Person Skilled 3	\$16.69	\$17.02	\$17.53
Maintenance Person Skilled 3/Spraying Technician	\$16.69	\$17.02	\$17.53
Maintenance Person 4	\$16.25	\$16.58	\$17.08
Mechanic 1	\$18.66	\$19.03	\$19.60
Mechanic 2	\$17.79	\$18.15	\$18.69
Mechanic 3	\$16.69	\$17.02	\$17.53
Operating Technician S&W	\$18.90	\$19.28	\$19.89
Operating Technician S&W Trainee (year 3)	\$17.74	\$18.09	\$18.63
Operating Technician S&W Trainee (year 2)	\$17.18	\$17.52	\$18.05

Operating Technician S&W Trainee (year 1)	\$16.69	\$17.02	\$17.53
Plumbing, Heating, A/C Journeyman	\$18.90	\$19.28	\$19.86
Plumbing, Heating, A/C Trainee (year 3)	\$17.74	\$18.09	\$18.67
Plumbing, Heating, A/C Trainee (year 2)	\$17.18	\$17.52	\$18.05
Plumbing, Heating, A/C Trainee (year 1)	\$16.69	\$17.02	\$17.53
Principal Clerk-State Police	\$16.83	\$17.17	\$17.68
Senior Toll Analyst			\$19.45
Sign Fabricator 1	\$18.66	\$19.03	\$19.60
Sign Fabricator 2	\$17.79	\$18.15	\$18.69
Sign Fabricator 3	\$16.69	\$17.02	\$17.53
Sign Shop Helper 4	\$16.25	\$16.58	\$17.08
Stock Room Attendant	\$16.55	\$16.88	\$17.39
Toll Analyst (after 2 years)	\$17.77	\$18.13	\$18.67
Toll Analyst (year 2)	\$17.31	\$17.66	\$18.19
Toll Analyst (year 1)	\$16.85	\$17.19	\$17.71
Toll Audit Clerk	\$14.96	\$15.26	\$15.72
<b>Toll Collector if Hired before 11/1/86</b>	\$16.61	\$16.94	\$17.45
<b>Toll Collector if Transferred after 10/30/86:</b>			
Toll Collector (after 1 year)	\$16.61	\$16.94	\$17.45
Toll Collector (after 3 months)	\$13.66	\$13.93	\$14.35
Toll Collector (first 3 months)	\$12.34	\$12.59	\$12.97
<b>Toll Collector if Hired after 11/1/86:</b>			
Toll Collector (after 1 year)	\$16.61	\$16.94	\$17.45
Toll Collector (after 6 months)	\$12.72	\$12.97	\$13.36
Toll Collector (first 6 months)	\$11.47	\$11.70	\$12.05

## STEP LANGUAGE

### I. New Hires (Not previously employed by the AUTHORITY or the New Jersey Expressway Authority)

The five-step salary range language for new hires, i.e., those individuals who have not previously worked for the AUTHORITY or the New Jersey Expressway Authority is as follows:

The AUTHORITY shall establish a five-step salary range for new employees, beginning at 80% of current rate. Future increases shall be given in four (4) increments in accordance with the following schedule:

After the first six (6) months of service:  
eighty-five percent (85%) of current rate

After the second six (6) months of service:  
ninety percent (90%) of current rate

After two (2) years of service:  
ninety-five percent (95%) of current rate

After three (3) years of service:  
one hundred percent (100%) of current rate

### II. Promotions (non-automatic)<sup>1</sup>

The salary rate of an employee who is promoted within the meaning of Article VII, Section I of the Agreement, will be calculated as follows:

1. Ascertain the hourly rate of the promoted employee's prior position;
2. Calculate the hourly rate for the position into which the employee will be promoted at 80%, 85%, 90%, 95% and 100% of that hourly rate;
3. Determine where the employee's prior rate falls within the scale of 80% to 100% of the top salary range

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<sup>1</sup>This section deals with job titles that do not require an automatic step up to the next higher position based on years of service.

for the new position. Thereafter, the employee shall progress up to scale, if not already at top rate, based on accrued time in the new position from the rate and date at which he/she started at the new position; and

4. The employee will receive 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 95% of the new rate, that employee shall receive 100% of the new rate.

### III. Transfers (As defined by Article VII, Section 1)

Employees who transfer to a new position will maintain in the new position, the percentage rate for which that employee is 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%).

### IV. Promotions (Automatic based on length of service)

For those positions which require an automatic promotion based on length of service, wage rates will be calculated as follows:

Said employee will start at eighty (80%) percent of the first level for that position (for example, Electrical Trainee 1). At six (6) months, that employee will move to eighty-five (85%) of the pay rate for the position he/she occupies. At one year, the employee will be automatically moved to Electrical Trainee 2, that employee would receive the ninety percent (90%) pay rate for that

position, and so on.<sup>2</sup> This provision applies to new hires, i.e., those employees who are not currently employed by the AUTHORITY. If an incumbent employee fills one of these positions, and that personnel action is deemed a "Transfer" as defined by Article VII, Section I of the Agreement, that employee's pay rate shall be calculated based on the provisions of Section III, "Transfers."

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<sup>2</sup>The remainder of the examples in these categories would follow the formula set forth above.



### **LONGEVITY PAY**

Effective and Retroactive to October 30, 1992, employees with five (5) years of service shall receive an increase to base pay, beginning with the first pay check following the reaching of such year and retroactive to the date reached, of three hundred dollars (\$300.00) annually. After each additional five (5) years of service, employees shall receive an additional four hundred dollars (\$400.00) annually, beginning with the first paycheck in that year and retroactive to that date. Longevity pay shall be added to base pay for purposes of overtime and pension.

### **COST OF LIVING ALLOWANCE**

In the event the All Urban Wage Earners & Clerical Workers Consumers Price Index, Philadelphia Metropolitan Area, for the month of January 1993, has increased by ten percent (10%) or more over the same consumer price index of January 1, 1992, employees on the payroll on January 1, 1993, shall receive one percent (1%) cost of living increase when it reaches ten percent (10%), two percent (2%) when it reaches eleven percent (11%) and three percent (3%) when it reaches twelve percent (12%), but in no event shall employees receive more than a three percent (3%) cost of living increase. Such additional increases shall be retroactive to November 1, 1992.

In the event the All Urban Wage Earners & Clerical Workers Consumers Price Index, Philadelphia Metropolitan Area, for the month of January 1994, has increased by ten percent (10%) or more

over the same Consumer Price Index of January 1, 1993, employees on the payroll on January 1, 1994, shall receive one percent(1%) cost of living increase when it reaches ten percent(10%), two percent(2%) when it reaches eleven percent(11%) and three percent(3%) when it reaches twelve percent(12%), but in no event shall employees receive more than a three percent(3%) cost of living increase. Such additional increases shall be retroactive to November 1, 1993.

## ADDENDUM D

### New Jersey Expressway Authority Personnel Policies, Procedures and Regulations

#### EMPLOYMENT

a. The Executive Director is authorized to approve the employment of all personnel, other than at the Executive Staff rank, authorize pay changes or employee reclassification for positions outside the Bargaining Unit authorized on the Organization Chart and for which funds have been appropriated.

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

1. Application for Employment;
2. Internal Revenue Department, Form W-4;
3. Payroll Advice;
4. Hospitalization and Medical Plan Forms, as required;
5. Application and forms related to enrollment as a member of the Public Employees' Retirement System;
6. Medical examination forms, as required;
7. Job Tests, as required; and
8. Other payroll or personnel forms, as may be required.

C. Processing of Payroll forms:

1. The Application:
  - (a) All applicants for employment to positions other than those of Executive Staff, shall be required to complete an Application for Employment form. All application shall be held as

part of the permanent records of the Personnel Office.

(b) No employee may be hired who has not first obtained a Social Security number.

2. The Internal Revenue Department Form W-4:

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

3. Payroll Advice:

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

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

(1) An approved Payroll Advice, in correct form and manner, shall be the Finance Department's authority to disburse funds for salaries, wages and benefits.

(c) The original copy of the Payroll Advice shall be maintained in the Payroll Division of the Finance Department.

4. Hospitalization and Medical Plan Forms:

(a) To be completed when required, when employee satisfactorily completes his/her probation period.

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

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

6. Medical Examination:

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

(b) Candidates for employment positions in other categories may be required to take a physical examination at the expense of the AUTHORITY and at the direction of the Executive Director.

7. Job or Aptitude Tests:

(a) All candidates for employment as a Toll Collector, Typist, Stenographer or Secretary may be required to take a skills or aptitude test in order to determine their proficiency for the job for which they are a candidate.

(b) Job tests may, at the request of the involved Department Head, be given to candidates for employment for any other job requiring skills or aptitudes.

(c) All job tests shall be given under the direction of the Executive Director, and the results made known to the Department Head prior to the final selection of the candidate for employment.

#### **HOLIDAY POLICY**

A. Qualification for Holiday Pay:

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

#### **ACCIDENT AND SICK BENEFIT PLAN**

A. Regulations:

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

#### **MILITARY LEAVE OF ABSENCE POLICY**

A. Extended Active Duty:

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

attain permanent status.

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

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

#### **POLICY AND JOB PERFORMANCE**

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

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

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

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

4. Conduct which is prejudicial to the AUTHORITY or the public interest, while an employee is on or off duty and in the uniform of the Expressway.

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

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

#### **PROCEDURE FOR REPORTING ABSENCE FROM DUTY**

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

1. The employee shall notify his/her immediate superior, Division Head or Department Head that he/she will not report to work or will be delayed in reporting to work not later than his/her regularly scheduled starting time, except in extreme cases of emergency. He/she shall report the reason for the absence and state the probable duration of his/her absence.

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



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

(a) Employee's name;

(b) Telephone number and address where employee may be reached;

(c) Reason for absence; and

(d) Probable duration of absence.

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

**PAY AND PAYROLL PERIODS: PAYROLL REPORTS AND RECORDS**

A. Payroll Periods:

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

(a) The Comptroller is authorized to establish pay periods and pay days.

B. The Time Report

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

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

(a) Time Reports of Staff employees shall be signed only

by the employee.

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

D. The Payroll Section of the Finance Department shall be responsible for the maintenance of Employee Leave Reports.

#### **POLICY AND PROCEDURE FOR DISCIPLINARY ACTION**

A. Policy and Purpose:

1. The AUTHORITY owes a responsibility to the general public; therefore, persons employed by the AUTHORITY are expected to conduct themselves, both on and off the job in a manner that will always reflect favorably on the AUTHORITY. They are also expected to show the proper consideration for the rights and responsibilities of fellow employees.

2. Those responsible for the work of others will insure that all employees who report to him/her discharge their responsibilities conscientiously and adequately. Leadership, counseling, understanding, and the firm insistence that employees recognize their responsibilities, are prime requisites. When these conditions are not met, corrective action should be prompt.

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

#### **TERMINATION PROCEDURE**

##### **A. Exit Interview**

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

2. In the case of death of any employee, the AUTHORITY should furnish the next of kin, by letter, all pertinent information and the necessary forms in connection with the withdrawal of retirement contributions, hospitalization and for the release of the employees final paycheck. The AUTHORITY determines to whom the final paycheck should be sent. Final paychecks are not to be held by the AUTHORITY for more than thirty (30) days.

B. It is the responsibility of the terminating employee's immediate Supervisor that the surrender of all equipment, uniforms, non-revenue tickets, file material, or anything else belonging to the AUTHORITY, be expedited. The AUTHORITY will not release the final paycheck until the employee has been completely cleared.

**ADDENDUM E**

**South Jersey Transportation Authority  
Temporary Disability Benefits Plan**

**ARTICLE I - PURPOSE**

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 a disability due to sickness or an accident.

**ARTICLE II - DEFINITIONS**

The Plan shall be known as the Temporary Disability Benefits Plan of the AUTHORITY. For convenience, it is hereinafter referred to as the "Plan." Unless otherwise required by the context, the following defined terms hereinafter printed shall control:

- (a) "AUTHORITY" shall mean the South Jersey Transportation Authority.
- (b) "Disabled" shall refer to the conditions of a permanent employee found to exist under the provisions of Article V.
- (c) "Permanent employee" shall mean an individual who is employed by the AUTHORITY for work on a regular schedule of hours per week for an indefinite period. A part time, temporary, or seasonal employee, shall not be deemed a permanent employee.
- (d) "Service credit" shall mean the sum of all time a

permanent employee has worked for the AUTHORITY.

- (e) "Weekly base pay" shall mean a permanent employee's regular salary or wage at a weekly rate, excluding overtime, bonuses, living or other allowances and payments under certain AUTHORITY benefit plans as determined by the AUTHORITY for the employee's last regularly established work schedule during which the employee performed services prior to his/her disability. If the employee is paid other than at a weekly rate, his/her regular salary or wage shall be converted to a weekly rate in accordance with rules prescribed by the AUTHORITY.

### **ARTICLE III - ELIGIBILITY**

This Plan shall apply to permanent employees of the AUTHORITY during absence from work because of disability due to non-occupational injury or illness, provided such employees on and after the effective date of this Plan:

- (a) Have completed at least six (6) months of continuous service if hired prior to October 29, 1989;  
Effective October 30, 1989: For new employees hired after October 30, 1989, the Plan shall apply to such permanent employees if they have completed at least thirty-six (36) months of continuous service;
- (b) Have exhausted all of their accumulated Sick Leave Benefit. Effective October 30, 1991, employees must have

accrued to their credit and remaining in the "bank" at least ten (10) days of his or her accumulated Sick Leave Benefits. Employees who were or are involved in a verifiable long-term illness or pregnancy are excluded from this requirement;

- (c) Are found and continues to be disabled in accordance with the provisions of Article V;
- (d) Are not a part time, temporary or seasonal employees; and
- (e) Have completed a five (5) scheduled work day waiting period without pay, unless hospitalized.

The actual time at which a permanent employee shall be deemed to be disabled shall be determined in accordance with the provisions of Article V.

#### **ARTICLE IV - COMPUTATION OF BENEFITS**

(a) A benefit year is the fifty-two (52) week period commencing with the first (1st) full scheduled work day of absence following the exhaustion of paid sick leave benefits. An employee who is assigned a benefit year and receives Temporary Disability Benefits of twenty-six (26) weeks will not be eligible for additional disability benefits until the expiration of the assigned benefit year or return to active service for ninety (90) days, whichever is later.

(b) The benefit rate is seventy-five percent (75%) of the employee's regular base wage or salary for twenty-six (26) weeks in a benefit year.

(c) Benefits payable due to pregnancy shall be limited to six (6) weeks unless a greater length of time is ordered by a physician and, in this case, benefits shall be limited to twenty-six (26) weeks.

#### **ARTICLE V - WAITING PERIOD**

Temporary Disability Benefits are payable to permanent employees during absence from work because of disability due to non-occupational injury or illness. Temporary Disability Benefits are payable to a permanent employees (excluding part-time, temporary and seasonal employees) who have completed six (6) months of continuous service if hired before 11/29/89, and to a permanent employees who have completed thirty-six (36) months of continuous service if hired after 11/30/89, and who have completed a five (5) scheduled work day waiting period without pay, unless hospitalized.

Saturdays, Sundays and other non-work days will be counted as days absent, only after the waiting period has been satisfied, or they were scheduled work days for an employee. A new waiting period shall be applied to each period of absence in an assigned benefit year if an employee has returned to active service for at least five (5) consecutive working days, following an absence covered under this Plan. Hospitalization or twenty (20) continuous days of sick absence prior to eligibility for Temporary Disability Benefits removes the five (5) day waiting period, but only for the disability absence period during which the hospitalization or said twenty (20) day period has occurred. Hospitalization is any

admission and confinement to a hospital bed for more than twenty-four (24) hours.

## **ARTICLE VI - SICKNESS AND ACCIDENT DISABILITY**

### **SECTION 1. DEFINITION**

For purposes of this Plan, a permanent employee shall be deemed disabled if he/she is absent from work by reason of his/her own sickness or accident, and whose absence for such reason has AUTHORITY approval. An employee absent from duty because of disability must notify his/her immediate Supervisor prior to going on such disability and may not receive benefits for any time prior to such notice, unless delay in notifying his/her immediate supervisor of his/her disability is shown to have been unavoidable.

If a dispute arises as to the diagnosis of an injured employee, the employee and the AUTHORITY will each submit a list of five physicians from which they would like to obtain a third (3rd) opinion. If there is a match on the list submitted, that doctor will be selected to perform the examination for the third (3rd) opinion. In addition, disputes as to the interpretation and application of the temporary disability policy shall be subject to the parties grievance procedure.

### **SECTION 2. DENIAL AND DISCONTINUANCE OF BENEFITS**

(a) Benefits otherwise available to an employee under this Plan shall be denied, and may at any time be denied or discontinued by the AUTHORITY, if any of the following occurs:



- (1) It finds said employee unreasonably refuses, prevents or hinders medical examinations as may be required by the AUTHORITY from time to time;
- (2) An employee fails to make disclosure of all information requested by the AUTHORITY or its representatives as to any relevant matter concerning his/her physical and/or mental condition;
- (3) It finds an employee unreasonably refuses or neglects to take proper care of himself/herself, or to obtain and follow the medical advice of a physician duly licensed to practice medicine;
- (4) An employee goes on an approved leave of absence, without pay;
- (5) An employee is found not to be disabled as herein provided;
- (6) An employee is found to be employed for wage, profit or gain for any employer other than the AUTHORITY; and
- (7) An employee resigns or is terminated for cause.

(b) No employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:

- (1) Chronic alcoholism or use of stimulants, drugs or narcotics, except as prescribed by a physician;
- (2) Committing unlawful acts;

- (3) Fighting, wrestling, scuffling, or injuries received in any brawl, unless such incidents were due to acts of self-defense;
- (4) Attempting to bring about the injury, illness or disability of the employee or another person;
- (5) Venereal disease not under regular observation or treatment by a physician;
- (6) Attempted suicide;
- (7) Act of warfare, hostile act of a foreign power or any sabotage, unless this provision is waived by the AUTHORITY; and
- (8) Being engaged in some other business or occupation for profit.

(c) Benefits otherwise available to any employee under this Plan shall lapse so long as any strike or job action is in progress against the AUTHORITY.

### **SECTION 3. ADMINISTRATIVE DECISIONS**

(a) In all questions regarding the degree of disability or the duration of same, the written medical opinion of the AUTHORITY physician will prevail.

(b) In the application of this Plan, the records of the AUTHORITY shall be conclusive in determining an employee's length of service benefit eligibility and wage or salary. Benefits provided under this Plan are non-assignable.

(c) An employee who applies for and receives Temporary Disability Benefits pay if not entitled thereto may be subject to disciplinary action at the discretion of the AUTHORITY and, in addition, will be liable for the return of all monies improperly received.

(d) The AUTHORITY may, at its discretion, in cases of special hardship or dire circumstances, waive an eligibility requirement, however, this will not establish a precedent for any other case, even a similar case.

#### **SECTION 4. PAID SICK DAYS**

(a) Use of the Temporary Disability Plan shall not affect an employee's future paid sick days, i.e., an employee shall receive fifteen (15) paid sick days on each anniversary date of hire.

(b) Any employee returning from Temporary Disability who, by reason of being on such Temporary Disability, shall have exhausted his/her paid sick days, may request that his/her future paid sick days be advanced to him/her in the event of illness or accident. Such employee may draw on his/her future paid sick days from his/her next anniversary date of hire, to a maximum of fifteen (15) paid days.

#### **ARTICLE VII - DEDUCTIONS ON ACCOUNT OF OTHER DISABILITY PAYMENTS**

(a) In the event of recovery of money damages for loss of earnings by an employee against any person other than the AUTHORITY in connection with any disability for which payments have been made

under this Plan, the employee shall reimburse the AUTHORITY for such payments to the extent such recovery permits. The acceptance of any benefit hereunder shall be deemed evidence of employee's agreement to make such reimbursement.

## **ARTICLE VIII - GENERAL RULES**

### **SECTION 1. EMPLOYMENT NON-CONTRACTUAL**

The AUTHORITY may terminate the employment of any employee as freely and with the same effect as if this Plan were not in operation, provided, however, that a disability benefit to which such employee is entitled under this Plan shall not be denied by such termination.

### **SECTION 2. AUTHORITY RECORDS**

AUTHORITY records concerning an employee's length and continuity of service and weekly base pay shall be conclusive.

### **SECTION 3. BENEFITS NON-ASSIGNABLE**

It is a condition of all benefits payable hereunder that same shall not be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, but without limitation, execution, levy, garnishment, attachment, pledge, receivership, devolution by death or in any other manner. It is an express condition of this Plan that the payments made or provided for herein shall not be or become a part of the estate of an employee in any manner whatsoever.

**ARTICLE IX - ADMINISTRATION OF PLAN**

**SECTION 1. LOCAL ADMINISTRATION**

The Plan shall be administered under the directions of the Commissioners of the AUTHORITY by local management appointed by the Commissioners.

**SECTION 2. LEGAL INTERPRETATION**

The text of this Plan shall control and the headings of the Articles and Sections are for reference purposes only and do not limit or extend the meanings of any of the Plan's provisions. Any interpretation of the Plan by General Counsel of the AUTHORITY shall be conclusive as between the AUTHORITY and its employees and may be relied on by all parties in interest.

**SECTION 3. ACCEPTANCE OF PROVISIONS OF PLAN**

Any disabled employee claiming benefits under this Plan shall be deemed to accept and agree to all provisions of the Plan.

**ARTICLE X - MODIFICATION AND TERMINATION**

Any termination, modification, or suspension of this Plan, in whole or in part, and the application of such termination, modification or suspension to existing as well as future employees, shall be accomplished by mutual consent of the AUTHORITY and the UNION representing the employees. However, a benefit which is being paid under this Plan shall continue to be paid in accordance with the Plan as it was in effect at the occasion of the disability

of the employee involved.

**ARTICLE XXI - EFFECTIVE DATE**

This Plan shall be effective on and after October 30, 1986, and the terms hereof shall apply to all employees as of that date, except as otherwise modified herein.

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

Attest:

SOUTH JERSEY TRANSPORTATION AUTHORITY

By: Stanley R. Glassey  
Stanley R. Glassey, Chairman

James A. Crawford  
James A. Crawford, Executive Director

MaryAnn Iulicci  
MaryAnn Iulicci, Board Secretary

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

Dominic Penn  
Union President,

Dominic Penn

Michael J. Colatrella  
Union Vice President,

Michael J. Colatrella

Jonathan N. Stockton  
1st Vice President,

Jonathan N. Stockton

Sue Groves  
Secretary,

Sue Groves

David Preston  
Treasurer,

David Preston

Peter Amendolia  
Sergeant-At-Arms,

Peter Amendolia

John Stevens  
Business Agent, Local  
196

John Stevens

# SOUTH JERSEY TRANSPORTATION AUTHORITY

FARLEY SERVICE PLAZA • P.O. BOX 351 • HAMMONTON, N.J. 08037  
PHONE: (609) 965-6060 • 800-658-0606 • FAX (609) 965-7315

Christine Todd Whitman  
Governor

Stanley R. Glascoy  
Chairman

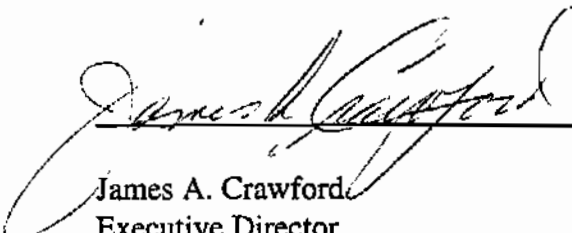
James A. Crawford  
Executive Director

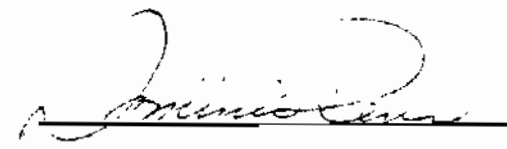


Commissioners  
James R. Iannone  
William L. Dalton  
Charles J. DePalma  
C. Edward Jordan, Jr.  
Hazel Levy  
Louis Toecano  
Frank J. Wilson, NJDOT  
Gualberto Medina, NJDOC

## LETTER OF AGREEMENT

Notwithstanding any other clause in the Collective Bargaining Agreement between The South Jersey Transportation Authority and Local 196 Chapter 2, I.F.P.T.E., AFL-CIO, October 30, 1992 to October 31, 1994, it is understood by both management and the union that the intent of Article XI Section 6(e) is to set a maximum "cash-in" limit of (10) days of accumulated sick leave each year per employee.

  
James A. Crawford  
Executive Director

  
President, Local 196  
Chapter 2



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

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

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

**A. ECONOMIC ITEMS:**

**1. RATE OF PAY:**

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

**2. PERSONAL LEAVE DAYS:**

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

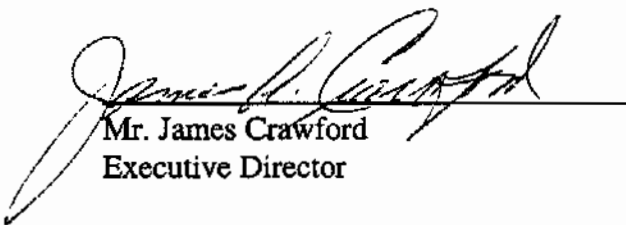
**B. NON-ECONOMIC ITEMS:**

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

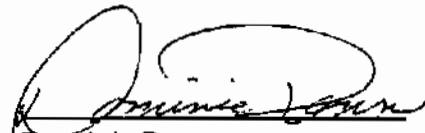
2. The Authority agrees to form a committee consisting of three (3) Management members and three (3) Union members to review and evaluate the Toll Variance Program. During the term of the extension (October 31, 1994 to October 31, 1995), the allowable toll variance will be adjusted from 1.5 to 2.0.

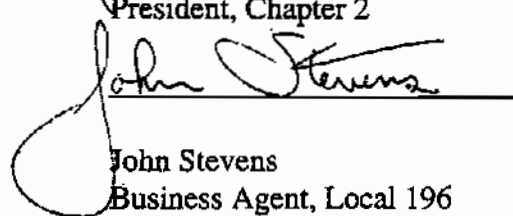
In witness whereof, the parties have cause this Memorandum of Understanding to be executed on this 13<sup>th</sup> day of December, 1994.

SOUTH JERSEY TRANSPORTATION  
AUTHORITY

  
Mr. James Crawford  
Executive Director

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

  
Dominic Penn  
President, Chapter 2

  
John Stevens  
Business Agent, Local 196

ADDENDUM A TO MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH JERSEY TRANSPORTATION AUTHORITY

AND

LOCAL 196 CHAPTER 2

I.F.P.T.E.

FULL-TIME EMPLOYEES

LOCAL 196 HOURLY RATES OF PAY

<u>Job Titles</u>	<u>10/30/94</u>
Account's Payable Clerk	\$ 16.11
Accountant's Assistant	\$ 18.12
Auto Body Repairman 1	\$ 20.09
Auto Body Repairman 2	\$ 19.16
Auto Body Repairman 3	\$ 17.97
Building, Crafts & Utilities Helper	\$ 17.51
Clerk I-State Police/ Central Maintenance	\$ 16.77
Clerk II-State Police/ Central Maintenance	\$ 15.42
Clerk-Finance Department	\$ 15.42
Clerk-State Police/ Central Maintenance	\$ 15.42
Clerk-Toll Division	\$ 15.42
Communications Operator	\$ 17.89

(after 2 years)	
Communications Operator	\$ 16.92
(after 1 year)	
Communications Operator	\$ 13.69
(after 6 months)	
Communications Operator	\$ 12.35
(first 6 months)	
Control Technician	\$ 20.36
(after 3 years)	
Control Technician	\$ 19.10
(year 3)	
Control Technician	\$ 18.50
(year 2)	
Control Technician	\$ 17.97
(year 1)	
Counting Clerk	\$ 15.26
(after 1 year)	
Counting Clerk	\$ 13.31
(after 6 months)	
Counting Clerk	\$ 12.63
(first 6 months)	
Craftsman General 1	\$ 20.09
Craftsman 2	\$ 19.16
Craftsman 3	\$ 17.97
Craftsman 4	\$ 17.51
Electrical Journeyman	\$ 20.36
Electrical Trainee	\$ 19.10

(year 3)	
Electrical Trainee	\$ 18.50
(year 2)	
Electrical Trainee	\$ 17.97
(year 1)	
Grounds Keeper #1	\$ 20.09
Grounds Keeper #2	\$ 19.16
Maintenance Person	\$ 20.09
General 1	
Maintenance Person	\$ 19.16
Skilled 2	
Maintenance Person	\$ 17.97
Skilled 3	
Maintenance Person	\$ 17.97
Skilled 3/Spraying	
Technician	
Maintenance Person 4	\$ 17.51
Mechanic 1	\$ 20.09
Mechanic 2	\$ 19.16
Mechanic 3	\$ 17.97
Operating Technician S&W	\$ 20.39
Operating Technician S&W	\$ 19.10
Trainee (year 3)	
Operating Technician S&W	\$ 18.50
Trainee (year 2)	

Operating Technician S&W	\$ 17.97
Trainee (year 1)	
Plumbing, Heating, A/C	\$ 20.36
Journeyman	
Plumbing, Heating, A/C	\$ 19.14
Trainee (year 3)	
Plumbing, Heating, A/C	\$ 18.50
Trainee (year 2)	
Plumbing, Heating, A/C	\$ 17.97
Trainee (year 1)	
Principal Clerk-State	\$ 18.12
Police	
Senior Toll Analyst	\$ 19.94
Sign Fabricator 1	\$ 20.09
Sign Fabricator 2	\$ 19.16
Sign Fabricator 3	\$ 17.97
Sign Shop Helper 4	\$ 17.51
Stock Room Attendant	\$ 17.82
Toll Analyst	\$ 19.14
(after 2 years)	
Toll Analyst (year 2)	\$ 18.64
Toll Analyst (year 1)	\$ 18.15
Toll Audit Clerk	\$ 16.11
<b>Toll Collector if Hired</b>	
<b>before 11/1/86</b>	<b>\$ 17.89</b>

**Toll Collector if Transferred**

after 10/30/86:

Toll Collector	\$ 17.89
(after 1 year)	
Toll Collector	\$ 14.71
(after 3 months)	
Toll Collector	\$ 13.29
(first 3 months)	

**Toll Collector if Hired**

after 11/1/86:

Toll Collector	\$ 17.89
(after 1 year)	
Toll Collector	\$ 13.69
(after 6 months)	
Toll Collector	\$ 12.35
(first 6 months)	

