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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT BETWEEN

NEW JERSEY TURNPIKE AUTHORITY

and

LOCAL 194
AMERICAN FEDERATION TECHNICAL ENGINEERS, AFL/CIO

OFFICE, CLERICAL AND TECHNICAL UNIT

JANUARY 1, 1972 -74

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AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY

and

LOCAL 194, AMERICAN FEDERATION
TECHNICAL ENGINEERS, AFL/CIO

This Agreement, made and entered into as of January 1, 1972, and effective through midnight June 30, 1974, is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority" and Local 194, American Federation of Technical Engineers, AFL/CIO, hereinafter referred to as the "Union".

ARTICLE I
Statement of Joint Purpose

The parties to this Agreement affirm their understanding that the Authority is an Instrumentality of the State of New Jersey; and its facilities are managed for the safety and convenience of the general public, commerce and the national defense. It is the declared purpose of the parties herein to maintain the quality and the efficiency of the Authority's facilities and services; ever mindful of the public need for economic transportation; the employees' need for fair compensation, working conditions and benefits; and the obligations of the Authority, under law and by virtue of its covenants with the holders of its bonds. To this end, the Authority and the Union join themselves together to observe, in good faith, the terms of this Agreement.

ARTICLE II
Recognition

The Authority recognizes the Union as exclusive representative of the Office, Clerical, and Technical employees as certified by the Public Employment Relations Commission in its written certification dated February 23, 1972, Docket Number R-403, in accordance with the Laws and Constitution of the State of New Jersey.

ARTICLE III
Payroll Dues Deduction

The Authority agrees to deduct from the compensation of any employee member of the American Federation of Technical Engineers, AFL/CIO, Local 194, sufficient monies for the purpose of paying the

employee's dues to the Union, provided said employee makes such request, in writing, to the Comptroller's Office of the Authority.

Monies so deducted by the Authority shall be transmitted to the American Federation of Technical Engineers, AFL/CIO, Local 194.

Any such written request for the deduction of employee's dues, as stated above, may be withdrawn by the employee at any time upon the filing of Notice of Withdrawal with the Comptroller's Office of the Authority.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

ARTICLE IV Unit Identification

The Unit shall consist of all permanent full-time Office, Clerical, and Technical employees of the New Jersey Turnpike Authority, but excluding all part-time employees, Seasonal employees, Temporary employees, Staff Photographers, Communications Technicians, Confidential Secretaries, supervisors, professional and executive employees, police, and all employees under Certification of the Public Employment Relations Commission dated March 5, 1970, Docket Number R-50.

ARTICLE V Discrimination

The Authority and the Union recognize the Constitutional equality of each and every employee, and agree that no employee shall be discriminated against in the course of his or her employment with the Authority by reason of age, sex, color, creed, nationality, or union activity.

ARTICLE VI Maintenance of Membership

- A. It is the intent of this Agreement to preserve the security and integrity of the negotiating unit as herein defined and as contemplated by the Constitution and Laws of the State of New Jersey. In view of the fact that the Union, as the exclusive negotiating agent for all employees is obligated to represent fairly and without discrimination all employees within the unit, whether or not they are members, it is recognized that there is

a corollary obligation on the part of said employees to compensate the Union for its expenses of such representation.

B. When the Supreme Court declares Maintenance of Membership to be legal, the following provisions will be effective the first of the month next following the month of such decision:

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

C. When the Supreme Court of New Jersey declares Agency Shop to be legal, as a result of current matters before the Courts between the Union and the Authority or as a result of other parties seeking a determination, then Agency Shop shall be effective on the first day of the month of the second month succeeding the date of the decision.

ARTICLE VII Classes of Employees

- A. Permanent Employee - A full-time employee who has successfully completed the probationary working test period as prescribed by the New Jersey Turnpike Authority and who has been assigned to a permanent position. Full time service shall be considered to be a seven hour work day and a thirty-five hour work week, and as may be modified by mutual consent of the Authority and the Union.

- B. Probationary Employee - An employee who is hired by the New Jersey Turnpike Authority to fill a permanent continuing position on a full-time basis, and who is in the process of completing the prescribed working test period for new hires.
- C. Seasonal Employee - An employee who is hired for the purpose of rendering occasional services on a non-continuing, but recurring basis, who may work the prescribed work day and work week, provided, however, that such employment shall not exceed one hundred work days in a calendar year.
- D. Temporary Employee - An employee who is hired on a full-time basis to work the prescribed work day and work week in a position which is not permanently budgeted; as a sick leave replacement for a permanent employee; as a replacement for an employee on workmen's compensation; as a replacement for a permanent employee on a leave of absence; or as a casual employee to provide specific services for a period not exceeding one calendar year. Should a temporary employee be retained beyond eighteen (18) months, such employee shall be considered Permanent from the original date of hire and the Probationary period shall be waived.

ARTICLE VIII
Hours of Work and Overtime

- A. The scheduled work week shall be 35 hours per week consisting of five 7-hour work days.
 - 1. The regular working hours shall be from 9:00 A. M. to 5:00 P. M. on Mondays through Fridays, one hour of which shall be for lunch, excepting that the Authority shall have the right to establish the regular working hours in Hightstown, such hours to consist of seven working hours per day, Mondays through Fridays.
 - 2. Communications Dispatchers shall work a 35-hour week consisting of five 7-hour work days in any one work week. Schedules will be posted as far in advance as practical and the Authority will not change posted schedules unless requested by or agreed upon by the individual(s) affected.

3. There shall be a fifteen minute break period in the first half of the work day and a continuation of past practice in the second half. There shall be a wash-up period of five minutes at the end of the work day.

B. Every possible effort will be made to keep the overtime assignments equal in the same classification in the same work group. It is expected that each employee will be available for a reasonable amount of overtime. Overtime pay at the rate of time and one half shall be paid for any work in excess of seven (7) hours in one day or for work in excess of the 35-hour work week as follows:

1. When an employee in the Unit is called out from home, such employee reporting for such duty will be credited with a minimum of three hours work calculated at the overtime rate.
2. When an employee is held over for duty beyond the scheduled working hours, such employee will be credited with a minimum of one hour's work calculated at the overtime rate.
3. When an employee begins overtime work prior to the start of the scheduled working hours, such employee will be paid for the time actually worked, calculated at the overtime rate.
4. The Authority shall pay a Meal Allowance of \$2.50 for two hours or more on holdover and an additional Meal Allowance of \$2.50 for each seven continuous hours worked thereafter.
5. There shall be no pyramiding of overtime.

ARTICLE IX
Pay Policies

A. The Job Classifications for employees in the Unit are shown in Exhibit A, along with the salary ranges. The Union and Authority agree to meet and review all job descriptions and include any revisions therein, including any necessary range revisions, on or before October 15, 1972. Such changes shall appear in Exhibit A.

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

2. Employees who are assigned to fill in for or take the place of an employee in a higher classification for more than three consecutive days shall receive the rate of the higher classification for the period so assigned.

3. Employees required to work on Inventory Control as a temporary assignment shall receive a flat job rate of \$4.50 per hour for straight time work.

B. Salary Ranges shall reflect the following increases:

1. As of July 1, 1972, Salary Ranges shall be increased by 6% over the then-existing ranges.

2. As of January 1, 1973, Salary Ranges shall be increased by 4% over the July 1, 1972 ranges.

3. As of July 1, 1973, Salary Ranges shall be increased by 5% over the January 1, 1973 ranges.

C. Each employee shall be paid within the range of the salary for the employee's Job Classification as it appears in Exhibit A.

1. Each employee shall receive a minimum increase of 6% on July 1, 1972.

2. Each employee shall receive an increase of 4% on January 1, 1973.

3. Each employee shall receive an increase of 5% on July 1, 1973.

D. An employee who is promoted shall receive a salary increase at the time such promotion is effective.

E. Except for the General Increases contained in Paragraph "C", above, employees shall only receive increases within a Job Classification subject to the Performance Evaluation System hereinafter described:

1. The Authority agrees to create a "Merit Pool" consisting of three percent (3%) of Payroll of employees in the Unit effective July 1, 1972 and to increase such "Merit Pool" by 3% of Payroll of employees in the Unit effective July 1, 1973. The monies in the Merit Pool shall be distributed on the basis of a Performance Evaluation System.

a. Each employee not at the maximum of a Salary Range shall receive a Merit evaluation prior to the employee's anniversary date in the employee's

respective classification. If an increase is warranted under the rules of the Performance Evaluation System, such increase will be paid effective the first Monday following the employee's anniversary date.

b. An employee promoted to a position in a higher classification shall be reviewed prior to the anniversary date in the higher classification and, if an increase is warranted under the rules of the Performance Evaluation System, such increase will be paid effective the first Monday following the employee's anniversary date in the higher classification.

2. The Performance Evaluation System shall be subject to the Grievance Procedure contained herein without Arbitration.

F. New employees will serve an active probationary period commencing with the date of hire, not to exceed six (6) months. The rate at which a probationary employee is paid shall be within the Salary Range for the Job Classification. Such employee may be re-evaluated at the end of the probationary period and granted a salary increase provided, however, that the date of such increase becomes the date for calculating the employee's anniversary under Paragraph E.1.a., above.

ARTICLE X Seniority

A. The Authority and the Union recognize the following types of Seniority:

1. Turnpike Seniority which shall consist of an employee's accumulated, continuous employment with the Authority.
2. Departmental Seniority which shall consist of an employee's continuous service within a Department.
3. Job Classification Seniority which shall consist of an employee's time spent in a specific Job Classification.

B. An employee's seniority shall not be lost because of absence due to illness, excused leaves of absences, or layoff not extending beyond two (2) years. An employee shall cease to have Seniority rights by voluntary quitting, termination through discharge, unauthorized absence for more than five (5) consecutive work days, or due to layoff extending beyond two (2) years. Seniority lists shall be kept current and available at convenient locations.

ARTICLE XI
Promotions and Transfers

- A. It is the desire of the Union and the Authority to advance and to promote those employees within the negotiating unit who are most qualified for advancement and promotion and who are senior to other employees in the unit. Promotion to vacancies will be made available to employees first within the respective Department, then from other Departments.
- B. Promotion to a Job Classification will be predicated upon the following:
1. Posting shall consist of the formal announcement of an existing or anticipated vacancy within the affected Department. It shall include a complete description of the vacancy to be filled, duties to be performed, and prequalification requirements. The announcement shall be placed on all bulletin boards within the affected Department for as long as is practical.
 2. Eligible employees in the Department who wish to be considered for the vacancy will be given the opportunity of filing a job request form which shall be submitted to the Department Head no later than midnight of the last specified day of posting. A copy of each job request form will be sent to the Union.
 3. All eligible employees who have filed a job request form will be required to complete successfully a written and/or oral examination pertinent to the job which shall be provided for by the Authority. Selection for promotion or advancement shall be made on the basis of the most qualified, senior eligible employee successfully passing the examination.
 4. Failing to fill the vacancy by promotion from among employees within the Department, posting of the vacancy shall be accomplished in all other Departments on the basis of Paragraphs #1 through #3 above. The vacancy shall be filled either by lateral transfer (in which case Job Classification Seniority applies), or by promotion (in which case Turnpike Seniority applies), in that order, in accordance with Paragraph #3 above.
 5. All qualified candidates who are promoted or transferred will be required to complete successfully a six month working test period. Such working test period shall be considered an extension and integral part of the qualifying process. Unsuccessful appointees will be informed in writing of their disqualification and a copy will be sent to the Union. Whenever possible,

the Authority will return those appointees, who are not successful in completing the working test period or who wish to withdraw, to a position in their former classification and salary.

6. The Promotional Procedure within the Department shall be exhausted before application of #4 above.
7. Should the position or vacancy be for a least-rated position within the Unit, the Authority will, in the event no transfer is requested, recruit a candidate from outside the Unit.

ARTICLE XII Leaves of Absences

A. Leaves With Pay

1. General

Leaves of absence with pay may be granted for a variety of reasons, but must meet the approval of the Authority. In all cases of absenteeism, the Authority shall have the right to investigate absences or require substantiation of absence which in its opinion merit verification to determine whether payment shall be granted.

In addition, in cases of chronic absenteeism or when certain patterns of absenteeism are developed by an employee, his supervisor may require a physician's report or other justification relating to these patterns or chronic absences for the purpose of determining possible disciplinary action or dismissal.

Absences due to illness or off-job injury will be compensated as provided under Paid Sick Leave Policy. When absence extends beyond three consecutive work days, a doctor's certificate or such form as may be prescribed by the Authority must be presented upon request. When no certificate is presented, the time will be considered leave without pay. The paid leave policy does not apply to occupational disabilities covered under Workmen's Compensation Laws. No absences with pay will be authorized except those herein enumerated.

2. Sick Leave

Sick Leave Definition

For purposes of this agreement, Sick Leave shall mean absence from regular work assignment of any employee

within the Unit because of illness; accidental exposure to contagious disease; attendance upon a member of the employee's immediate family, seriously ill and requiring the care of attendance of such employee; or absence caused by death in the immediate family in excess of that prescribed under Section (8), Death in Family. Prescribed forms and other reasonable proofs of the causes for the use of Sick Leave may be required by the Authority when it considers such proofs to be necessary.

The Authority reserves the right to conduct at its own expense such health program and individual medical examinations as it may consider necessary to the health and welfare of all personnel, as well as individual employees. Medical determinations which may result in an extension of sick leave with pay, reduced pay, or without pay, or in recommendation for involuntary retirement shall not be considered disciplinary actions, but may be appealed through the grievance procedure provided for in this agreement.

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

- a. Probationary employees will be allowed one day sick leave per working month and upon completion of the probationary period one day per working month for the remainder of the calendar year ending December 31. Thereafter, they will be credited with thirteen sick leave days per year, three of which may be used for personal leave at the option of the employee. Personal leave will be granted subject to the following restrictions:

None will be granted on a holiday.

Personal leave days are not cumulative.

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

The number of employees who shall be granted leave at one time in each Department will be determined and approved by a Department Head.

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

- b. Subtraction is made from total established credit taking into consideration absences of the employee

of the following types: sickness, off-job injury and personal leave. Other absences are not charged in arriving at net credit which is defined as the accumulative amount of unused sick leave.

- c. There shall be a separation allowance in the case of official retirement in accordance with provisions of PERS, the Social Security Program, death, or resignation in good standing, in which case an allowance of 100% of net credit shall be paid at the then current rate.
- d. If an employee has had more absences than credit, he or she will have only thirteen days paid leave for the current year. Only absences resulting from sickness and off-job injury and personal leave will be chargeable under this policy. At the conclusion of each year an employee at his or her option may convert up to five days of his accrued credits for that year to cash payment. This payment will be paid at the December 31st rate of the current year and will be made in January of the following year.

3. Temporary Disability Leave Policy

An employee is eligible for up to twenty-six weeks' Temporary Disability payment in any one 52 week period as hereinafter explained, such payment being 100 percent of his or her regular salary. Such employee is eligible for the benefits after he or she has used up his or her paid leave credit. The illness must be substantiated by the employee notifying the Medical Section of his doctor's name, address and telephone number. The Medical Section will contact his physician for further details when necessary.

The employee is assigned a benefit year (not to be construed as a calendar year) at the time he goes on Temporary Disability and the 52 week period is calculated from this date. If he returns to work without receiving the maximum number of payments and if he is not on Temporary Disability again within the first 52 week period, he will not be assigned a new benefit year until he is again placed on Temporary Disability. If he is eligible for Temporary Disability more than once within a 52 week period, the previous number of disability payments made to him is deducted from the maximum number available in one 52 week period.

If he received the maximum number of payments, he is not eligible for another 26 payments until after his

return to work and after the first benefit year has expired.

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

When an employee is on a Temporary Disability status at the end of one year continuing into the next year, appropriate sick leave credits will be given upon his return to full duty status. During this period no sick leave credits are accumulated. Appropriate sick leave credit is considered to be one-twelfth of current year's entitlement per remaining months, including month of return.

4. Attendance in Court

- a. These absences must be substantiated by a regular subpoena, warrant or court order. No pay shall be granted when an employee is himself plaintiff, petitioner, or defendant in the action, unless the employee is a co-defendant with the Authority.
- b. Any employee joined as co-defendants with the Authority or appearing in its behalf shall be paid in accordance with normal pay policy.

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

- a. Any permanent full-time employee who is a member of the National Guard, the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or some organization affiliated therewith shall be entitled to a leave with pay on all days on which he is ordered to military field training, not to exceed fifteen working days per year.
- b. Employees desiring to attend a military service school of the above branches of military service, will be given a leave of absence without pay, provided such absence is convenient to the Authority. This leave can be with pay if the employee can substitute service schooling for annual field training. An employee may apply accrued vacation toward attendance at service schools.

- c. National Guard duty under declared emergencies shall be with pay.
- 6. Veterans Administration - Medical Appointments -
When instituted by the Veterans Administration only.
- 7. Jury Duty
 - a. Upon proper prior notification and certification employees will be excused from work during such time as they are performing jury service. Jury duty performed during the employee's scheduled work week shall be considered as authorized leave.
 - b. Employees on jury duty will not be required to report for work during any scheduled work week in which they have served the entire week on jury duty.
 - c. Employees serving less than the scheduled work week in jury service will report for duty on those work days remaining and work their remaining normal scheduled tours of duty for that week. However, in those cases where an employee is not normally scheduled off on Saturday and Sunday, provisions will be made to provide two days off.
 - d. In those instances where an employee is called for prequalification of jury service, he will be excused with pay if scheduled to work on that day.
 - e. Employees empaneled for grand jury service will be excused from duty with pay if scheduled to work on the day of such service.

8. Death In Family

In the event of the death of a close relative by blood or marriage, a leave of absence with pay of up to three (3) days will be granted for the period between the date of death to the date of the funeral inclusive. Considered to be included in this relationship are: spouse, father, mother, father-in-law, mother-in-law, brother, sister, or son or daughter. The day of the funeral will be granted with pay for the death of an aunt, uncle, grandfather, grandmother, sister-in-law, brother-in-law, grandson, granddaughter, son-in-law, and daughter-in-law of the employee only.

B. Vacations

Vacations with pay will be granted in accordance with the following schedules:

Effective 1/1/72

<u>Length of Service</u>	<u># of Days</u>
Up to six months	0
6 months to 1 year	5
1 year to 5 years	10
5 years to 10 years	15
10 years	20
Each year thereafter	1 additional day

Policies affecting vacations:

1. Employment must be continuous to receive the above vacation allowances.
2. Where in any calendar year the vacation, or any part thereof, is not taken by reason of pressure of Authority business, or is deferred at the request of the employee with Departmental concurrence, such vacation periods or parts thereof not taken shall be taken during the next succeeding calendar year only.
3. If, upon separation from the Authority, an employee has authorized accrued vacation time earned in a previous year, he will receive a vacation allowance at his present rate for such accrued vacation time and also vacation allowance on the basis of one-twelfth (1/12) of the current year's vacation entitlement for each full month of service in the year of separation, less any vacation actually taken. In event of death or retirement, full vacation allowance for the calendar year will be granted to the extent not taken.
4. Vacation checks will be provided in advance upon two weeks prior notice.
5. Employees on leave of absence without pay for any reason shall not accrue vacation credit for the period of absence and a deduction by twelfths shall be made to vacation credit for the calendar year in which the absence occurs. Periods of absence resulting in deductions to vacation credit are those of one continuous month or more with lesser periods not counting.
6. Subject to such limitations upon the number of employees which may be prescribed by a Department Head, vacation periods within the Department may be selected by the employees themselves, preference of choice being given to those within each subdivision in order of longest continuous service with the Department.

7. The vacation period will be January 1 through December 31.

C. Leaves Without Pay

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

1. Sickness

- a. When an employee has exhausted Temporary Disability sick benefits as previously described or other sick leave benefits, the Authority may place the employee involved on leave of absence without pay for a period of six months or until earlier return to work. Vacation credit will not accrue for the period of absence without pay except as otherwise may be provided by the Authority.
- b. During any such leave of absence the Authority will continue to pay the cost of hospitalization, medical-surgical and major medical insurance covering the individual employee.

Pay the cost of hospitalization, medical-surgical, and major medical insurance covering such employee's dependents, if the employee himself previously carried such coverage.

Pay the entire cost of any group life insurance such employee carried under the Turnpike Group Life Plan.

2. Military Leave

Leaves of absence without pay will be granted for induction or enlistment into the Armed Forces as set forth as follows:

- a. Military leaves without pay shall be granted by the Authority to any employee upon evidence that the employee is to be inducted into or has voluntarily enlisted in the Armed Forces or as provided by Federal or State Law.
- b. Upon enlistment or induction the Authority will grant military leave payments as follows if the leave is to extend six months or longer.
 - a) Six months to one year of employment, one-fourth of a month's pay.

- b) One or more years of employment, one-half of a month's pay.
- c) Such vacation pay as would normally be received during the year of induction or enlistment.
- c. Rights of Reinstatement - Employees on military leave will, upon termination of such leave, be reinstated in accordance with Federal or State Law.
- d. Payments at the full rate (no Social Security credit allowed) will be made by the Authority to PERS for employees on military leave without pay.

ARTICLE XIII
Grievance Procedure

A grievance is any cause or complaint arising between the parties with reference to a condition of employment within the terms of this Agreement. However, no right of grievance shall accrue for any job condition that existed or occurred prior to the execution of this Agreement. Grievances shall be handled in the following manner in order to insure their fair and expeditious handling.

A grievance shall be presented not more than ten (10) working days after the occurrence of the cause for such complaint.

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

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

Step #1

In the first instance the employee will discuss with his immediate supervisor any grievance or complaint he may have. Every effort should be made by both parties to find agreement.

If, after discussion, the grievance or complaint is not settled, it shall then be placed in writing by the employee on the appropriate form, and an answer will be furnished in writing

within 48 hours by supervision. Any appeal from this answer must be filed with the Department Head, within 5 days of the receipt of answer.

Step #2

The Department Head (or his designee) will investigate the grievance and conduct hearings if necessary and render a decision within 72 hours of the receipt of said grievance. Any appeal from this decision, shall be filed within 5 days from receipt of said decision, to the Executive Director or his designee who shall be the Assistant to the Executive Director or the Personnel Director.

Step #3

A hearing of the matter will be held within 72 hours of the receipt of the appeal or at such time mutually agreed upon. The Executive Director or his designee (as set forth herein) will furnish an answer in writing within 25 calendar days from the date of the hearing. Appeal from Step 3 decision shall be to Arbitration. Requests for same shall be made in writing within 15 days after receipt of decision at Step 3. The cost of Arbitration will be shared equally between the Union and the Authority.

The decision rendered at any of the levels of hearing set forth above, shall be final and binding upon all parties, unless appeal is taken therefrom as herein above provided.

ARTICLE XIV Disciplinary Action

Each employee in the negotiating unit should clearly understand the rules, regulations and procedures which have been enunciated by the Commission, set forth in public statements of Personnel Policy, and in any manuals prepared for the use of employees in the unit. Each employee in the negotiating unit is obliged to conform, comply and to carry out these rules, regulations and procedures. Violations by omission or commission of these rules, regulations and procedures shall constitute reasonable cause for the initiation of disciplinary action. Each supervisor within the departments which constitute the negotiating unit shall be responsible for the communications of all changes, modifications or amendments of rules, regulations and procedures, to the employees for whom they have responsibility.

For purpose of this agreement, there shall be two basic areas in which disciplinary action may be exercised, i.e., Supervisory Discipline and Administrative Discipline.

Supervisory Discipline shall consist of those minor violations which may result in a recommendation to the appropriate Department Head for a short term suspension not exceeding three days.

Administrative Discipline shall consist of those major or flagrant violations of rules, regulations, or procedures, which may be based upon a supervisor's recommendation and are concurred in by the Department Head. Such action may result in a suspension of more than three days, a fine, a demotion, or dismissal, or such other disciplinary action as may be deemed appropriate under the circumstances. Informal reprimands should be documented by each supervisor and thoroughly discussed with the offending employee, and a copy will be sent to the Union.

No penalty which arises out of either Supervisory or Administrative Discipline shall be imposed without the concurrence of the respective Department Head and until all appeals, or the opportunity therefore, are exhausted, forfeited or waived.

In the exercise of both Supervisory Discipline and Administrative Discipline, the employee who is alleged to be guilty of violations of rules, regulations or procedures, shall be served with a formal notice and specification of the alleged violation which shall hereafter be referred to as "Advisory Notice of Disciplinary Action," and a copy shall be sent to the Union. The notice shall specify the charges which have been preferred against the employee. Each employee involved in an action which arises out of Supervisory Discipline wherein recommendation has been made to the Department Head that a suspension of three days or less be imposed, shall have the right to appeal within 48 hours of appropriate notification of the penalty. Such appeal shall be forwarded in writing to the Executive Director, the Assistant to the Executive Director or the Personnel Director.

Thereafter, the employee shall be advised of the date (which date shall be no less than seven (7) days from the date the "Notice" was presented to the employee). Whenever possible, these hearings will be scheduled during working hours. A hearing arising out of Supervisory Discipline shall be conducted in the same manner as the procedure set forth for Administrative Discipline, preserving for the employee the same rights, privileges and representation. In such hearings, the Authority will present its case first. In no case involving either Supervisory or Administrative Discipline, shall a penalty be imposed which is more severe than that which was originally recommended. Persons hearing Supervisory Discipline cases shall not serve in a similar manner on appeals involving the same case.

The hearing notice in Administrative Disciplinary action shall be served upon the employee no less than ten days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The employee shall be entitled to and may select representation of his own choice. In all Disciplinary hearings, the Union shall be invited to attend the hearing, notwithstanding the fact that the employee may have elected to be represented by a non-Union member or a person having no affiliation with the Union or the negotiating unit.

In all cases involving Administrative Discipline in which a penalty of more than three days, fine, demotion, or dismissal has been recommended, the hearing officer or officers designated by the Executive Director shall render a decision no less than 72 hours after the conclusion of the hearing or hearings. In all Disciplinary cases, the employee involved shall be entitled to request in his defense such witnesses as he may wish to have present; the right to cross-examination of all witnesses and the right to have made available to him such records, files, and documents as he may consider necessary to his defense. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the hearing officer or officers shall forthwith issue a "Final Notice of Disciplinary Action."

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

In the event that the disciplined employee rejects the decision of the Executive Director, the matter may be submitted to binding arbitration. All requests for binding arbitration shall be filed within ten working days after receipt of the decision of the Executive Director. Copy of said request shall be given to the Authority.

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

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

ARTICLE XV
Benefits

A. Health Plans

1. Blue Cross and Blue Shield Protection

The Authority will provide a hospitalization and medical-surgical plan for all permanent full-time employees and eligible dependents at no cost to the employee. Rider "J" is also incorporated and is added to the basic "Comprehensive Expanded "365" Plan."

2. Major Medical Protection

The Authority will provide a Major Medical Insurance Plan for all its permanent full-time employees and eligible dependents at no cost to the employee.

3. Dental Plan

The Authority will provide a Dental Insurance Plan for all its permanent full-time employees and eligible dependents at no cost to the employee.

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

B. Group Life Insurance

Commencing on the first of the month next following two months after the effective date of hire, permanent full-time employees will become eligible for group life insurance in vary amounts depending upon salary. Such insurance will be made available effective in the following amounts at no costs to the employee.

SCHEDULE OF AMOUNTS

<u>Classification of Employees</u> <u>According to Annual Earnings*</u>	<u>Amount of</u> <u>Life Insurance</u>
less than \$4,000	\$ 3,000
\$4,000 or more but less than \$6,000	4,000
6,000 or more but less than \$8,000	6,000
8,000 or more but less than \$10,000	8,000
10,000 or more but less than \$15,000	10,000
15,000 or more but less than \$20,000	15,000
20,000 and over.	

*Annual Earnings as used above shall be based upon an employee's earnings, exclusive of overtime pay, for normal work weeks not exceeding 40 hours. A descriptive brochure describing the Group Life Insurance Plan in great detail is available upon request to the Personnel Department

C. Travel Insurance

The Authority provides travel insurance including sojourn to all employees. This insurance provides accidental death and dismemberment coverage for employees travelling on official business for the Authority.

D. Holidays

1. The following are recognized as paid holidays.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

2. Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday, respectively, except as otherwise directed.
3. Holiday pay shall consist of the prescribed hours pay at straight time.
4. Employees working on a holiday shall receive time and one-half for all hours worked in addition to the holiday pay as defined above. Where work extends beyond the prescribed hours on a holiday employees shall be compensated at the rate of time and one-half for such hours worked.
5. Employees scheduled to work on a holiday and having an authorized absence on that day shall receive holiday pay only and no other form of compensation.
6. Employees working rotating shifts and scheduled off on the holiday shall receive holiday pay for the holiday in addition to their regular week's basic salary.
7. Sick leave payments shall not be made for any holiday.
8. Holiday pay will not be paid to any employee on a leave of absence without pay, or who is on suspended or laid-off status. Employees on Workmen's Compensation during a period in which a holiday falls will be paid in accordance with the provision dealing with Workmen's Compensation.

9. Any employee having an unauthorized absence either the last scheduled work day before any holiday, or on the first scheduled work day after any holiday, shall forfeit any holiday pay due for that day.
10. Employees having an unauthorized absence on a holiday on which they are scheduled to work shall receive no compensation of any kind.

E. Workmen's Compensation

If an employee is injured on the job, he shall receive from the Authority the difference between the total amount of temporary benefits paid under Workmen's Compensation and his regular wages for the period he is absent from work due to the injury. In no event shall he receive an amount exceeding his regular earnings.

F. Longevity Payment

Effective July 1, 1972, employees shall be entitled to receive a longevity pay which shall be added to and become a part of the base rate of pay as follows:

1. A sum of 3% for all employees who have at least ten (10) but less than fifteen (15) years of service, including those who reach 10 years of service, effective their anniversary date, and
2. A sum of 5% for all employees who have at least fifteen (15) years of service, including those who reach 15 years of service, effective their anniversary date.
3. These longevity payments shall not be cumulative.

G. Pension Plan

1. Permanent full-time employees are required to join the Public Employees Retirement System at the time of hire. This Plan requires employees to make contributions to the System on a percentage basis according to age at time of hire. The Authority matches these contributions thus providing for a retirement income. Basically, the program provides each employee with:
 - a. A guaranteed retirement income for life based on the total years of service credit established in the System and final average salary.
 - b. Financial protection in case of disability or death.

- c. Benefits in addition to Federal Social Security coverage.
 - d. Opportunity to participate in a Supplemental Annuity System by additional payroll deductions.
2. In connection with "b" above, this System has as one of its main features life insurance protection totalling 3 times the employee's base salary. Of this 1½ times annual salary is available at no cost. Descriptive brochures describing the Pension Plan in greater detail are available.

H. Retirement

1. Vacation Pay

Full vacation allowance for the calendar year of retirement will be granted to the extent not taken.

2. Sick Leave Payments

100% allowance shall be granted on unused sick leave and shall be paid at the then current rate.

3. Blue Cross-Blue Shield Coverage

a. Retirees Under Age 65

Retirees under age 65 and their eligible dependents will continue to maintain the same coverage with Rider "J" which was available while a full-time employee. Full premium cost will be borne by the Authority.

b. Retirees Age 65 and Over

Those retirees or their eligible dependents upon reaching age 65 will be covered by Blue Cross and Blue Shield Carve-Out Complimentary coverage with Rider "J" upon notification to the Personnel Department.

This Complimentary Blue Cross and Blue Shield coverage carves out from the basic plans those benefits not covered by Medicare. Therefore, in order to be assured of complete medical coverage, it is necessary to enroll in Part A and Part B of MEDICARE.

Any change to family status which would require a change of present contract should be reported to the Personnel Department.

4. Public Employees Retirement System

Those retirees who are enrolled in this System will receive benefits as explained and outlined in the PERS booklet for eligible employees. This pension is in addition to Social Security Benefits.

5. Social Security

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

I. Suggestion Awards Program

The Authority has a Suggestion Awards Program in which all personnel are urged to participate. Official suggestion blanks are available at the Public Information Office. Additional information describing the Program is likewise available.

ARTICLE XVI
Safety

An employee Safety Manual sets forth Authority policy regarding safety rules and procedures on the Turnpike. Each employee must familiarize himself with the material contained in the manual as he bears a responsibility for not only his own safety but that of his fellow workers. The manual deals with general policies, specific rules, traffic protection procedures and rules and the forms necessary for completion when accidents occur.

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

A representative from this Unit will be selected to participate on the Safety Committee, which previously has been established to function for the purpose of maintaining and enforcing the safety rules and regulations referred to above.

No employee shall be required to perform work under unsafe or unhealthy conditions, drive or operate unsafe vehicles, equipment, etc., work without proper tools and equipment or without ample safety precautions. Should an employee complain that his work requires to be in unsafe or unhealthy situations, in violation of accepted safety rules, the matter shall be promptly investigated by the Authority. If investigation discloses an unsafe condition, corrective action shall be taken immediately.

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

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

ARTICLE XVII
Mutual Cooperation

- A. The Union and Authority agree that cooperation in employer employee relations is necessary in order to maintain a high level of service to the public and the morale of employment in their daily work.
- B. The parties agree to resolve problems arising from differences through the Grievance and Disciplinary Action procedures contained herein and further agree to meet and discuss in good faith all matters giving rise to a dispute on the application of this Agreement.
- C. The Authority agrees that the provisions of this Agreement shall be carried out in all respects through the life of this Agreement and assures the Union compliance by its Administrative and Management Personnel.
- D. Should any portion of this Agreement be held unlawful or unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision whereupon the parties agree to negotiate immediately a substitute for the invalidated portion thereof.
- E. Neither the Union nor any of its members shall cause or participate in any strike, work stoppage, slowdown, impediment to work or other overt act of disharmony during the term of this Agreement. The grievance procedure and disciplinary action procedure shall be fully utilized as heretofore described, and the Authority and the Union agree to accept as binding upon each, all decisions rendered in arbitration cases arising out of this Agreement.
- F. The Union agrees that it will, in the event Paragraph E above is violated by any of its members, immediately notify all members, generally, and the violator(s) specifically, to cease and desist in any and all such action. The Union further agrees that it will assist the Authority in preventing and stopping such action and that the Authority shall have any and all recourse in law to restore normal working operations,

including action against individual employees, the Union, and its representatives should they fail to comply with the provisions of this Article.

- G. Violations of Paragraph E above are considered "Just Cause" within the meaning of the Discipline and Discharge provision of this Agreement.
- H. Either party to this Agreement may seek legal relief or enforcement of the provisions of the Agreement (including recovery of cost and damages sustained in the event it is necessary to seek a court order to obtain compliance) with an Arbitration decision.

ARTICLE XVIII
Union Representation

- A. All activities including grievance and disciplinary hearings between the employees representatives and the Authority shall be conducted during normal working hours with such time to be considered as excused absences with pay.
- B. Released time for Union representatives will be granted on the basis of eight (8) hours per week for every one hundred (100) employees in the unit or major fraction thereof with such time to be considered excused absence with pay.
- C. The Union will be granted one (1) delegate to the State AFL/CIO Convention and one (1) delegate to the AFTE International Convention, with such time to be considered as excused absence with pay.
- D. Officers of the Union shall be released from work for such other matters as may be deemed necessary by the Union, such time considered as absences without pay, and shall only be considered upon prior written request.
- E. In all cases requiring released time for Union representation, the employee will notify his immediate supervisor in advance.

ARTICLE XIX
Layoff

Before there are any layoffs of employees in the Unit, the Authority agrees to meet and negotiate with the Union concerning the conditions.

ARTICLE XX
Term of Agreement

This Agreement shall be effective as of the First day of January, 1972, and shall continue in full force and effect through midnight, June 30, 1974.

Rates of pay and their effective date shall be set forth in the attached "Salary Schedule".

This Agreement shall be binding upon the Parties herein, their Executors, Successors and Assignees.

In witness whereof, the Parties have caused this Contract to be executed under their hands and seals.

NEW JERSEY TURNPIKE AUTHORITY

BY: Alfred E. Driscoll
Alfred E. Driscoll
Chairman

ATTEST:

Lillian M. Schwartz
Lillian M. Schwartz
Secretary & Assistant Treasurer

FOR LOCAL 194, American Federation
of Technical Engineers, AFL/CIO

Stephen Stage, Pres.
Genaro Battaglia
Louis V. Vettes
Joseph M. ...
James J. ...
Domènec Gasso
Robert Mullen
Robert ...
Lawrence ...

WITNESS:

Francis A. Forst
Francis A. Forst