

AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY
AND
LOCAL 194, IFPTE, AFL/CIO-CLC,
PART-TIME TOLL COLLECTORS



OCTOBER 27, 2007

THROUGH

OCTOBER 31, 2011

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AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY
AND

Local 194, IFPTE, AFL/CIO - Part-Time Toll Collectors

This Agreement, effective October 27, 2007 through Midnight, October 31, 2011 is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority" and Local 194, International Federation of Professional and Technical Engineers, AFL/CIO-CLC, hereinafter referred to as the "Union."

ARTICLE I -- STATEMENT OF PURPOSE

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

ARTICLE II -- RECOGNITION

The Authority agrees to recognize Local 194, I.F.P.T.E., AFL/CIO-CLC as the exclusive representative of all part-time employees pursuant to, and consistent with all provisions of the New Jersey Employer-Employee Relations Act as amended (N.J.S.A. 34:13A-1 et seq.).

Preservation of Bargaining Unit Representation: In the event of the "monetization" of the New Jersey Turnpike Authority, the bargaining unit job classifications presently represented by Local 194, I.F.P.T.E. Part-Time Toll Collectors shall continue to be represented by said local.

ARTICLE III -- PAYROLL DUES DEDUCTION

The Authority agrees to deduct from the compensation of any employee member of the International Federation of Professional and Technical Engineers, Local 194, sufficient monies for the purpose of paying the employee's dues to the International Federation of Professional and Technical Engineers, Local 194, provided said employee makes such request in writing, to the Comptroller's Office of the Authority.

Effective January of 2008, monies so deducted by the Authority shall be transmitted bi-weekly to the International Federation of Professional and Technical Engineers, Local 194.

An employee may withdraw their written request for the deduction of dues, as stated above, at anytime, upon the filing of Notice of Withdrawal with the Comptroller's Office of the Authority. The filing of the Notice of Withdrawal shall be effective, as of January 1 or July 1, as indicated by the employee, whichever of said dates first succeeds the date of filing of Notice of Withdrawal, at such time, Article VI, Paragraph B, shall prevail.

ARTICLE IV – UNIT IDENTIFICATION

The Unit shall consist of all Part-Time Toll Collectors but excluding all other personnel including seasonal and temporary employees.

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 this authority by reason of age, sex, color, creed, nationality, disability, marital status, veteran status, 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 defined herein. In view of the fact that the Union, as the exclusive negotiating agent for all employees, is obligated to represent fairly without discrimination all employees within the Unit, 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. Each employee covered by this Agreement shall, as a condition of employment, be required to pay an agency shop fee equal to eighty-five percent (85%) of the normal dues of the Union unless such employee is a member of the Union.
- C. Effective January of 2008, fees deducted from employee's pay shall be transmitted bi-weekly to Local 194, IFPTE, AFL/CIO-CLC in the same manner as dues.

ARTICLE VII – UNIFORM ALLOWANCE

A uniform allowance of \$240.00 per year will be paid in monthly amounts of \$20.00 to each Part-Time employee.

ARTICLE VIII -- UNIFORMS

All Part-Time employees will be uniformed in accordance with the "Rules Governing Toll Collection Uniforming and Appearance" as promulgated by the Toll Collection Department.

ARTICLE IX -- MILEAGE

The Part-Time employees will be paid mileage at the current rate permissible under Federal Internal Revenue Service regulations when assigned to duty at an Interchange other than their assigned base Interchange.

ARTICLE X -- HOLIDAYS

Effective October 27, 2007, the following will be considered paid holidays:

Fourth of July
Easter Sunday
Mother's Day
Father's Day
Christmas Eve
Christmas Day
New Year's Day

- A. Employees shall receive time and one-half (1 1/2x) for working on the above-stated holidays. Part-Time Toll Collectors scheduled off on the day of the holiday shall receive holiday pay of three (3) hours pay at straight time rates for the holidays listed above.
- B. Any Part-Time 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.

ARTICLE XI - MISCELLANEOUS

- A. In those instances involving change of time in the spring and fall of each year, and the change results in a Part-Time employee working beyond the normal work day, said employee will be paid for the additional one (1) hour worked. When the change results in the employee working one (1) hour less than the normal work day, there shall be no loss of pay.
- B. Effective the first bi-weekly scheduled pay check for 2008, Part-Time Toll Collectors shall be paid by check on a bi-weekly basis.
- C.
 - 1. Effective October 27, 2007, in the event there is an opening for a full-time Toll Collector(s), the Authority will select the most senior Part-Time Toll Collector for one (1) of every two (2) openings.
 - 2. In the event there is an opening for a position in the Office, Clerical, Technical, or Maintenance areas, Part-Time Toll Collectors will be given an opportunity to apply for such vacancy after all transfer and promotional procedures of the Full-Time employees' contract have elapsed.

3. In transferring to a Full-Time position, Part-Time employees with three (3) or more years of service will not be required to fulfill a probationary period. However, those transferring to an Office, Clerical, Technical or Maintenance position will be required to undergo a six-month work test period.

ARTICLE XII – GRIEVANCE AND DISCIPLINARY PROCEDURE

A. Grievances:

A grievance is any cause or complaint arising between the parties with reference to a violation of the 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 five (5) working days after the occurrence of the cause for such complaint. All time limits herein may be waived in unusual situations on request of either party.

Step #1

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

Step #2

If after discussion, the grievance or complaint is not settled, it shall then be placed in writing by the employee or the Union on the appropriate form, and an answer will be furnished in writing within 48 hours by supervision. If the grievance is not resolved at this step, it will be forwarded to mediation pursuant to the rules and regulations of the Public Employment Relations Commission. The mediator will hold a hearing and make a determination, which shall be final and binding on both parties. Such decision shall be rendered within twenty-five (25) calendar days of receipt of the grievance.

B. Disciplinary Actions:

1. Each employee should clearly understand the rules, regulations, and procedures of the Authority and is obliged to conform, comply, and carry out these matters. Violations shall constitute reasonable cause for the institution of disciplinary action.
2. All Disciplinary Action shall be in writing and shall indicate the name of the employee, the date(s), the offense(s) committed, the specifications of the alleged offense(s), and the penalty to be imposed.
3. Appeals from Disciplinary Action shall be through the Grievance Procedure.

4. Weingarten Rule - An employee is entitled, upon request, to have a union representative at the investigatory interview, which the employee reasonably believes might result in disciplinary action.

ARTICLE XIII – MANAGEMENT RIGHTS

The Authority retains and reserves any and all of its rights to manage except as modified herein.

ARTICLE XIV – WAGES

The rates of pay for Part-Time Toll Collectors shall be increased as follows:

10/27/07 3.0%
 10/27/08 3.0%
 10/27/09 3.5%
 10/27/10 3.5%

Based upon the above increases, the rates of pay for Part-Time Toll Collectors shall be:

Years of Service	10/27/07	10/27/08	10/27/09	10/27/10
Less than 1 year of service	12.69	13.07	13.53	14.00
1 year of service	13.26	13.66	14.14	14.63
2 years of service	14.13	14.55	15.06	15.59
3 years of service	14.99	15.44	15.98	16.54
4 or more years of service	16.16	16.64	17.22	17.83

Service Bonus

In addition to the above rates of pay, upon completion of the Part-Time Toll Collector's fourth year of service, and on each annual anniversary thereafter, the Part-Time Toll Collector will be entitled to a bonus of Four Hundred Dollars (\$400.00), not applied to base salary.

Shift Differential

- (a) A shift differential shall be paid to employees whose shifts begin on or after 12:00 noon according to the rates listed below. The shift differentials below shall be paid for only shifts worked.

After 12:00 Noon \$0.25/hour
 After 6:00 p.m. \$0.35/hour

- (b) The shift differential of \$0.30/hour shall be paid to employees for all shifts worked as a Vacation Relief and Reserve collector.

ARTICLE XV – MEAL ALLOWANCE

Employees working twelve (12) continuous hours shall be entitled to a meal allowance of \$11.65.

ARTICLE XVI – PERSONAL LEAVE

- A. Employees will be permitted two (2) weekends off without pay at the option of the employee, provided 72 hours advance notice is given before the requested weekend off (close of business of the prior Tuesday). In addition, employees will receive Personal Leave days off with pay, on the following basis:

After one year or 800 hours of duty	two (2) days
After two years or 1,600 hours of duty	three (3) days
After three years or 2,400 hours of duty	four (4) days
After four years or 3,000 hours of duty	seven (7) days

- B. All hours worked shall be counted toward the accrual of the number of hours necessary to earn personal days.
- C. Effective October 27, 2007, in each Section, twelve (12) employees per weekend day shall be permitted to use a Personal Leave Day.
- D. If in any contract year, November 1 to October 31, the Authority denies three (3) written requests for a Personal Leave Day, after the third denial, the Part-Time Toll Collector shall be permitted to cash in one (1) unused Personal Leave Day. A Personal Leave Day shall be cashed in at the Part-Time Collector's rate of pay. If in the same contract year, the Authority denies a fourth (4th) written request for a Personal Leave Day, after the fourth denial, the Part-Time Toll Collector shall be permitted to cash in one (1) additional unused Personal Leave Day. This process will continue for the contract year if further written requests for unused Personal Leave Day(s) are denied.
- E. If a Part-Time Toll Collector becomes a full-time Authority employee, any earned, unused Personal Leave Days shall be cashed in at the Part-Time Toll Collector's then current rate of pay. The cash-in will occur at the time of the employee's reclassification.
- F. On November 1 of every year, Part-Time Toll Collectors who worked fewer than four hundred (400) hours in the preceding twelve (12) months shall be separated from employment with the Authority, unless the Authority, in writing, authorized a leave of absence that resulted in the Part-Time Toll Collector working fewer than four hundred (400) hours.

- G. When illness or injury or other emergency prevents an employee from reporting to duty, the employee must make every effort to report such absence at least two (2) hours before the start of the 1C and 2 Tours and three (3) hours before the start of all other tours, namely, 1, 2B, 2C, and 3 Tours.
- H. In the event an employee has exhausted his/her allowable leave time and is disabled due to serious illness or injury, or requires maternity leave, such employee may apply for a leave of absence not to exceed six months and still return to duty. Upon return, said employee shall retain his/her length of service and pay rate but not gain any service time during the period(s) of absence if it is more than 15 days (3 weekends).

ARTICLE XVII – LUNCHEES AND BREAKS

Supervisors will be permitted to authorize extended lunches and/or breaks during extreme cold and/or heat.

ARTICLE XVIII – TEMPORARY EMPLOYMENT

- A. Part-Time employees may be used as “temporary” employees as provided for under the Agreement for full-time employees, in which event they will receive the same wage as their part-time rate and may return to their part-time position when the temporary position expires. Such employees will work an 8-hour day, 40-hour week. In the event an employee is called upon to work in excess of 8 hours in a day or 40 hours in a week, said employee shall receive time and one-half his/her rate for such hours worked.
- B. Employees working on recognized holidays shall receive time and one-half for all hours worked on such days.
- C. The Union agrees that it has no representation rights for temporary employees. The Union will continue to represent part-time employees who serve as temporary employees.

ARTICLE XIX – UNION REPRESENTATION

- A. The Union and the Authority agree that, due to the requirements of representation of Part-Time employees, these employees will have their own Stewards who may, from time to time, require time off for Union business and/or business dealing with the Authority. The Authority may grant such time off when necessary, on a Saturday and/or Sunday without pay, at the request of the Union and with pay on Saturday and/or Sunday during the discussion of a grievance or disciplinary action, provided such release from work is not disruptive of the workforce.

- B. An employee elected to office of the Union shall be authorized one (1) day per month off duty with pay and, if selected as a Convention Delegate, shall be authorized up to five (5) days off duty with pay for attendance at an I.F.P.T.E. National or AFL/CIO State or National Convention.

ARTICLE XX -- SENIORITY

- A. Seniority is defined as an employee's continuous length of part-time service with the Authority. Any authorized leave of absence is considered continuous service.
- B. The authority shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the Union upon request. The list need not include employees with less than one year of service. The Authority shall provide the Union with periodic amendments to the list.

ARTICLE XXI -- OFFICIAL STATE OF EMERGENCY

Effective October 27, 2007, in the event the Governor declares a statewide "State of Emergency" (or a municipality or county official declares a local state of emergency) whereby citizens are ordered to stay off the roadways in New Jersey due to weather conditions or other unforeseen emergency, Part-Time Toll Collectors on duty and those who come to work on their shift or on overtime after the declaration is made, will receive a \$75.00 bonus. Part-Time Toll Collectors who do not report to duty will be charged a Personal Leave Day or absent no pay day.

ARTICLE XXII -- DEATH IN FAMILY

Effective October 27, 2007, a paid leave of absence of two (2) days shall be granted in the event of the death of a:

- Spouse
- Parent
- Step-parent
- Child
- Step-child

A paid leave of absence of one (1) day shall be granted in the event of the death of a:

- Sibling
- Parent in law
- Natural grandparent
- Grandchild

Part-Time Toll Collectors shall have thirty (30) calendar days from the death of a family member to exercise the bereavement entitlement as set forth in this section. There shall be no bereavement entitlement after the expiration of said period. The Part-Time Toll Collector will provide reasonable verification of the death.

ARTICLE XXIII -- TUITION REIMBURSEMENT

Effective October 27, 2007, Part-Time Toll Collectors shall be eligible for Tuition reimbursement under the following conditions:

This Tuition Reimbursement Program provides an opportunity for eligible Part-Time Toll Collectors to improve their knowledge and skills so that they may effectively contribute to carrying out the mission of the Turnpike Authority. The program encourages Part-Time Toll Collectors to obtain formal, undergraduate education on their own time, at accredited institutions of higher learning, by reimbursing Part-Time Toll Collectors for their eligible costs. In addition to formal, undergraduate classes, the Turnpike Authority may also provide tuition reimbursement to Part-Time Toll Collectors who participate in certification or licensing programs where those courses or programs directly relate to potential career opportunities with the New Jersey Turnpike Authority.

Eligibility Criteria

1. Undergraduate Courses

- A. To be eligible for tuition reimbursement for Undergraduate Courses, Part-Time Toll Collectors must have: (a) at least four (4) years of Local 194 Part-Time Toll Collector Service; and (b) worked more than two-thousand eight-hundred (2,800) hours as a Local 194 Part-Time Toll Collector in the preceding four (4) years. Part-Time Toll Collectors must obtain pre-approval from the Human Resources Department for the courses or programs for which they intend to seek reimbursement. Eligible Part-Time Toll Collectors may take a maximum of two (2) courses per semester at an accredited institution until fulfillment of required number of credits for degree. The two (2) courses cannot exceed a total of six (6) credits. The maximum amount a Part-Time Toll Collector may be reimbursed is \$275 per credit.
- B. The applicant should demonstrate sufficient initiative and promise in his or her performance to warrant undertaking training or educational courses at Turnpike Authority's expense. The applicant's attendance and discipline records, as well as records of previous training or course work, will also be taken into consideration for approval.
- C. Courses pursued must not interfere with the applicant's normal Turnpike Authority job responsibilities. Therefore, the Turnpike Authority will not approve tuition reimbursement for classes which are scheduled on weekends.

2. Post College Work

Part-Time Toll Collectors are not eligible for tuition reimbursement for post-college work.

3. Authorization for Special Courses

- A. Tuition reimbursement applications for specialized courses of study such as vocational training, certification, licensing examination, and state mandated review courses, require the approval of the Executive Director or his designee.
- B. Non-credited home study courses are not eligible for tuition reimbursement.

Application Procedures

1. An Application for Approval of Tuition Reimbursement form must be completed and signed by the Part-Time Toll Collector and forwarded to the Part-Time Toll Collector's Director along with a copy of the course description and fee breakdown schedule from the current school catalog as well as all other supporting material, for pre-approval of eligible courses. This is to be done as far in advance as possible, but not less than two (2) weeks before the course(s) begin. If, for valid reasons, applicants cannot meet this deadline, they must submit a memorandum explaining the delay to their Director.
2. The application will be sent to the Director of Human Resources then to the Executive Director or designee for final approval. If either the Director of Human Resources or the Executive Director denies the request, he/she shall attach to the form a statement providing the reason(s) for denial.
3. Upon completion of the course(s) the Part-Time Toll Collector must submit a copy of the educational institution's receipt of payment reflecting all eligible expenses and a copy of the completed official transcript with grade report. This package should be forwarded to the Part-Time Toll Collector's Director for approval or disapproval for payment.
4. The Director shall calculate the amount of reimbursement and prepare a Request for Payment of tuition Reimbursement form. The form is then forwarded to the Director of Human Resources for approval and final authorization by the Executive Director or his designee. The entire packet will be returned to the Director who shall prepare a check requisition, maintain copy of entire packet for their records and forward the payment check to the department director for release to Part-Time Toll Collector.

Coordination with Other Sources of Financial Assistance

1. Applications for reimbursement must disclose all other training or educational allowances expected to be received by the Applicant.

2. Part-Time Toll Collectors who are entitled to receive training or educational allowances from other sources, including fellowships, scholarships, grants-in-aid, or benefits received by veterans and active reservists from government-sponsored programs, can receive financial assistance under this Program only after funds from these other sources are fully utilized. Under no circumstances will the Turnpike Authority duplicate any funds obtained from outside sources. If, however, the training allowances from these other sources do not fully cover tuition costs, the Turnpike Authority may provide additional funding up to the eligible cost of approved courses within the limits specified in this policy.
3. Failure to comply with the provisions of paragraphs 1 and 2 above will result in the repayment by the Part-Time Toll Collector of all funds to which he/she is not entitled through a lump-sum payment and may also result in disciplinary action.

Eligible Expenses

1. Eligible fees include:
 - A. Laboratory fees specifically related to course requirements.
 - B. Registration fees, when the amount of such a fee is specifically designated by the school attended.
 - C. General or comprehensive fees up to a maximum of \$175 per semester, when an unspecified portion or such mandatory fee is allocated to registration by the school attended.
2. Parking fees, student activity fees and other ancillary fees are not eligible for reimbursement under this program.
3. Expenses for text books, equipment, supplies, material, travel, and room and board are not eligible for reimbursement under this program.

Tuition Reimbursement Payments

1. Tuition reimbursement payments are authorized by the Part-Time Toll Collector's Director, or his designee, upon receipt of proof of payment and certification of having achieved a passing grade for each course taken, provided the applicant is still employed by the Turnpike Authority on the date the course is completed. Payments will be made for "Pass" or "Complete" grades when it is the policy of the school to grade courses with "Pass"/"Fail" or "Complete"/"Incomplete" designations.
2. Requests for payment must be made within sixty (60) days from the original course completion date shown on the application.

3. Upon successful completion of a class or course and having submitted required documentation, the Part-Time Toll Collector shall be reimbursed based on the following scale:

Grade	Reimbursement
A	100%
B	85%
C	75%
D	50%
F	None
Pass	100%

Advance Payment

There shall be no advance payment of expenses by the Turnpike Authority under this program.

Agreement

Part-Time Toll Collectors who receive reimbursement will be required to sign an agreement indicating that they will not leave the employment of the Turnpike for a one (1) year period following receipt of the most recent reimbursement or they will be required to return the amount of the last reimbursement.

ARTICLE XXIV – RIGHT TO RE-OPEN

Either Party has the right to re-open the Agreement by agreement of both parties as long as it does not result in adversely affecting covered employees' wages and benefits.

ARTICLE XXV – TERM OF AGREEMENT

This agreement shall take effect as of October 27, 2007 and shall continue in full force and effect through midnight, October 31, 2011.

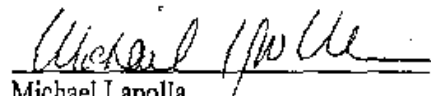
SIGNATURES

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

ATTEST:

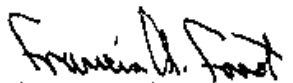
NEW JERSEY TURNPIKE AUTHORITY



Diane Spaccetti
Deputy Executive Director

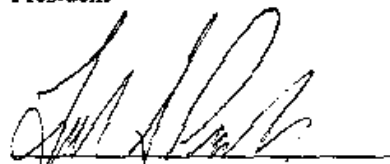

Michael Lapolla
Executive Director

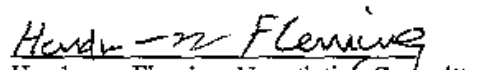
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Professional and Technical Engineers,
AFL/CIO

WITNESS:

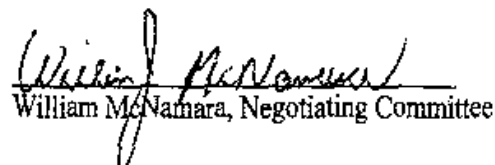

Francis A. Forst
Assistant to the President


Franceline Ehret
President


Fred Pucylowski, Vice President


Henderson Fleming, Negotiating Committee


Robert Flanagan, Negotiating Committee


William McNamara, Negotiating Committee