

AGREEMENT BETWEEN

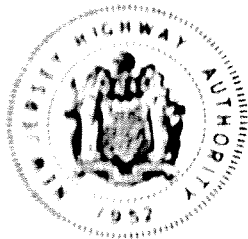
NEW JERSEY

HIGHWAY AUTHORITY

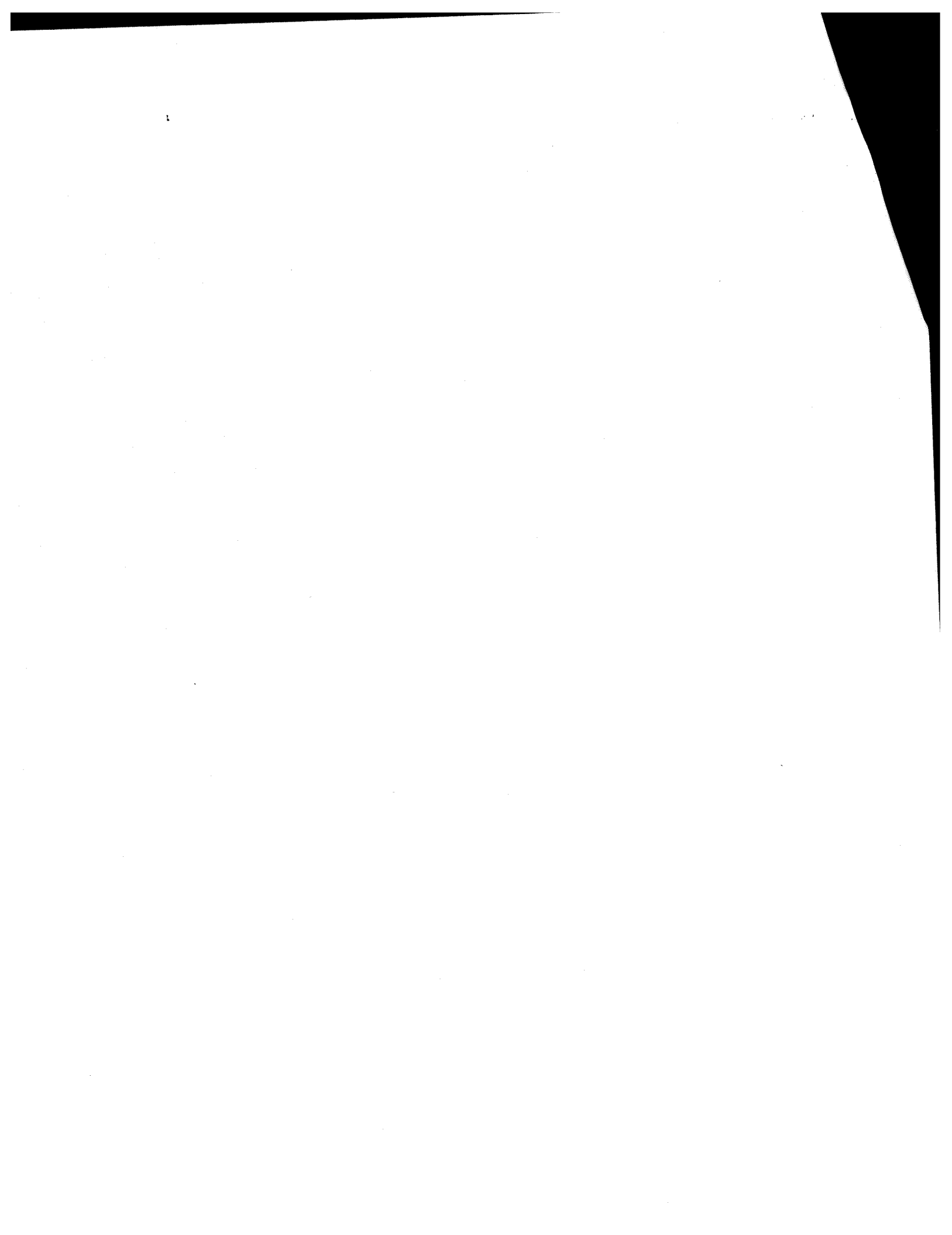
and

LOCAL 196, AFL/CIO

IFP and TE



July 1, 1976 - June 30, 1979



A G R E E M E N T

This Agreement, made and entered into as of July 1, 1976, and effective until midnight June 30, 1979, is between the New Jersey Highway Authority, hereinafter referred to as the "Authority", and Local 196, International Federation of Professional and Technical Engineers, AFL/CIO, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The Authority recognizes the Union as the Sole Bargaining Agent, pursuant to Chapter 303, P.L. 1975, of all Category "A" employees including Toll Collectors, Maintenance Men II, Maintenance Men I, Maintenance Men General, Maintenance Foremen, Mechanic Foremen, Mechanic 1, Mechanic 2, Mechanic 3-Helper, excluding all Temporary or Part-Time employees, Assistant Plaza Supervisors and Plaza Supervisors.

ARTICLE II INTENT AND PURPOSE

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

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

ARTICLE III HOURS OF WORK AND OVERTIME

A. Maintenance

Section 1 (a). The normal workweek for Maintenance employees shall be Monday to Friday inclusive and shall be forty hours per week, eight (8) hours per day with Summer (7:00 a.m. - 3:30 p.m., from the third Monday in May to the first Friday in October, inclusive) and Winter (7:30 a.m. - 4:00 p.m., from the work day following the first Friday in October to the work day preceding the third Monday in May) schedules. No change in hours shall be made without prior agreement between the Authority and the Union. For purposes of computing overtime, the workweek shall begin at 12:01 a.m., Wednesday.

1 (b) The normal work hours for maintenance employees on the night shift shall commence at approximately 11:00 PM and end eight (8) hours later. The night shift workweek will be Monday night through Friday night, inclusive and shall be forty (40) hours per week, eight (8) hours per night. The night shift shall be established the second Monday of April of each year and shall be continued (in the discretion of the Authority) until the second Friday of October of each year.

1 (c) Assignment to the night shift will be made and posted by the Engineer of Maintenance, or his designee, three (3) weeks prior to the start of the night shift and every three (3) weeks thereafter until completion of the night shift.

1 (d) Such assignment shall be by inverse order of each classification and District.

1 (e) Opportunity will be provided for unassigned employees in classification and District to volunteer within seven (7) days of date of posting. Such volunteers shall replace assigned employees on the basis of seniority.)ie: assigned employee with the most seniority of those assigned will be replaced by the volunteering employee who has greater seniority. In the event the volunteer has less seniority than any of those assigned, replacement shall be made only of those who do not wish to work, in order of their seniority. Such replacement of assigned employees by volunteers shall be within the classification and District for that respective tour only. Employees who wish to continue as volunteers, must volunteer on each posting every three (3) weeks.

1 (f) In the event an employee claims he is unable to work the night shift because of extenuating circumstances, he will present these circumstances in writing to the Engineer of Maintenance or his designee. The Authority will give consideration to extenuating circumstances which would prevent an employee from working the night shift. This does not apply to instant cases such as illness, emergency etc., which will be handled on an individual basis.

Section 2. Maintenance employees who are ten (10) minutes late or less shall not be docked. Lateness in excess of ten (10) minutes shall be docked in pay increments of fifteen (15) minutes for any part thereof. Time cards to remain in card rack at least one-half hour after starting time.

Section 3 (a). Maintenance employees who are called in on a non-scheduled basis will be guaranteed four (4) hours. In emergency conditions, pay for arrival to work will be calculated to the nearest fifteen (15) minutes.

Section 3 (b). Maintenance employees who are required during an ice or snowstorm to report for work outside of their regular shifts shall receive, in addition to their overtime pay, for the hours worked, an additional payment of Five (\$5.00) Dollars, which is intended to compensate them for the time spent from leaving their homes to arrival on the job.

Section 4. Any overtime work performed prior or subsequent to and continuous with the start or end of a regularly scheduled shift will be paid solely on the basis of time and one-half pay for hours worked prior or subsequent to the normal starting or ending time.

Section 5. Two daily break periods, one in the morning and one in the afternoon, to be specified by supervision.

Section 6. A reasonable amount of time will be given for wash up or clean up at quitting time. Waterless soap will be supplied to foremen for use by the employees.

Section 7. Whenever an employee has worked overtime and such overtime is concluded at the beginning of his normal work day or during his normal work day, such employee will be permitted to continue to work the remainder of his normal work day providing he is able to safely continue his normal duties.

B. Tolls

Section 1 (a). The normal schedule for Toll employees shall be forty (40) hours per week, eight (8) hours per day, twenty (20) work days in the span of a scheduled twenty-eight (28) day period. A 28-day schedule will be posted two (2) weeks in advance. Any mutual exchange of tours must be arranged at least one week in advance. Emergency changes will be approved at the option of the Authority.

Section 1 (b). Toll Collectors assigned to ramp duty shall receive a one hour paid lunch period. This is in

addition to their usual break periods. This is intended to compensate these employees for the time involved in travelling from the plaza to and from the ramp.

Section 2. Steady shifts will be in accordance with the implementation and control procedures as follows:

(a) Selection

Toll Collectors will select their preferred steady shifts annually, in order of seniority, from the authorized positions at each Plaza, October 1st, for the first schedule of the following year.

Selections will be made by Plazas.

Collectors will have 48 hours from notification in which to select their shift. Failure to do so will result in him dropping to the bottom of the seniority list for a later selection.

Shifts not selected will be assigned.

Schedules for 28 day periods will be posted as before indicating rotating days off.

(b) Relief Position

The relief position is a schedule slot and will be one of the tours open for selection on the normal bid basis, When not being used as relief:

(1) These men will be changed from shift to shift as needed.

(2) They will be assigned to a rotating schedule if needed.

(3) They will be reassigned to fill unscheduled absences at their Plazas or at adjoining mainline Plazas or Interim Ramp Plazas, if required. A Collector will not be reassigned out of his District.

(4) "Mileage allowance of 14 cents per mile will be paid for assignment to other Plazas."

(5) The "R" man will not be assigned to any shift other than the basic shift schedule, except when replacing a Toll Collector under circumstances detailed as follows:

(a) The "R" man will replace any Toll Collector during the 28 day period who is on scheduled vacation, emergency vacation, extended illness, leave of absence, or excused absence of a week or more duration.

(b) The "R" man will replace a Toll Collector for a lesser period of time provided that such time is immediately preceded by or immediately followed by a day off.

(c) The "R" man will not be required to replace a Toll Collector on a one or two day basis unless it is at his request.

(6) Any changes in the number of relief slots at a Plaza will be discussed with the Union before they are implemented.

(c) Reassignment

When it is necessary to assign a Collector to another Plaza, the following procedure will be used:

(1) When a temporary employee is assigned to the tour, he will be the man reassigned.

(2) In the absence of a temporary Collector, the least Senior Collector will be reassigned. A probationary Collector will be subject to reassignment after he has accumulated one month of Collector experience.

(3) When it is necessary for Key to Key relief that a Collector be held over or called in early when reassigned, hold-over or early call-in time will be compensated at overtime rate calculated to the next higher quarter hour.

(4) The Collectors may be assigned to fill unscheduled absences at their Plazas or at adjoining main-line Plazas or interim Plazas, if required. Collectors will not be reassigned out of their District. Any such assignment will be in inverse order of seniority.

(d) Vacated Shifts

Any shift vacated or created by retirement, termination, promotion, death, transfer, the opening of a new Ramp or Plaza, or for any reason will be open for one bid at the original Plaza only. The vacated shift resulting from this bid will also be posted for bidding. The remaining open shift will be filled by transfer or a new hire. In the event Toll Collectors shift series is changed by reason of reduction of working force, then such employee shall be permitted to exercise seniority in their Plaza.

(e) Transfers (Tolls and Maintenance)

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

(f) Shift Series Schedules

The present shift series reporting times will remain in effect.

Toll Shift Schedules

Shift No. 1 (A-C)

A - 10:00 p.m. - 6:00 a.m.
B - 10:30 p.m. - 6:30 a.m.
C - 11:00 p.m. - 7:00 a.m.

Shift No. 2 (A-F)

A - 6:00 a.m. - 2:00 p.m. D - 8:00 a.m. - 4:00 p.m.
B - 6:30 a.m. - 2:30 p.m. E - 9:00 a.m. - 5:00 p.m.
C - 7:00 a.m. - 3:00 p.m. F - 11:00 a.m. - 7:00 p.m.

Shift No. 3 (A-E)

A - 2:00 p.m. - 10:00 p.m. D - 4:00 p.m. - 12:00 M
B - 2:30 p.m. - 10:30 p.m. E - 5:00 p.m. - 1:00 a.m.
C - 3:00 p.m. - 11:00 p.m.

Where any shifts are implemented, whose hours are other than the normal hours at a particular Plaza, temporary Collectors where available in that tour will be assigned these shifts first. Ramp assignments will be governed by the availability and ability of temporary employees.

Section 3. Toll employees will be docked for lateness calculated to the nearest fifteen (15) minutes.

Section 4. Reporting Sick Absences

(a) The employee is required to call in at least two (2) hours before the commencement of his tour of duty, except 2 - shift series.

(b) If the absence is indicated to be of one (1) day duration the employee is not required to make any other calls.

(c) If the employee cannot indicate how long he may be absent, he will be instructed to call again prior to his next tour of duty. This may require a daily call.

(d) If the employee can state a definite length of his absence he is not required to call in daily. However, if on the date he stated he will return to duty he finds himself unable to report he is required to make another call.

(e) The requirement for the employee to produce a doctor's certificate will be guided by (1.) his past attendance record, (2.) length of the duration of the illness, and (3.) type of illness reported. In the case of (2.) and (3.) consultation is made with the Safety Engineer.

In the application of these procedures, the Section and/or District Supervisors will be advised as to the circumstances with full documentation.

A sick Collector can report to work if he recovers providing he advises and has the approval of the substituting Toll Collector who was notified to take his place.

Section 5. Toll Collectors who are called in for non-scheduled work collecting tolls will be guaranteed four (4) hours. The intent of this reduction from 8 to 4 hours is to afford the Authority greater utilization of regular full-time employees. As practiced, in emergency weather conditions, with notice by the employee, a late arrival to work will not prevent the Collector from completing his scheduled tour of duty. Hold-over time will be paid on the basis of a one-hour minimum. There shall be at least 16 hours off between shifts, but vacation reliefs or extraordinary situations are subject to necessary scheduling by the Authority.

C. General

Section 1. Consistent lateness shall be subject to Disciplinary Action.

Section 2. Overtime for work of a routine nature shall be rotated on a Seniority basis and Plaza and District Supervisors shall maintain an up-to-date Overtime List. A Toll Collector who cannot be contacted on three separate occasions or refuses overtime in his turn shall be charged with the hours, except a Tolls employee already scheduled for the tour for which overtime is needed. All overtime will be recorded and charged. A Maintenance Man who cannot be contacted on the second call or refuses overtime in his turn shall be charged with the hours except an employee already scheduled for the tour for which overtime is needed. All overtime of a routine nature where a Toll Collector is called for four (4) or eight (8) hours duty at the Plaza or any other Plaza will be recorded. Refusals to work overtime when requested will be recorded and charged. If a Collector cannot be contacted, he will be charged as in a refusal after the third such attempt to make a contact. Overtime of a routine nature shall be that overtime whereby a Supervisor may schedule such work 48 hours in advance. The Authority shall be solely responsible for determining whether overtime shall be worked.

Section 3. Instructions-Overtime Call-In Procedures-Tolls
All Supervisors will strictly adhere to the following procedure governing the method to be used in making calls to Collectors for overtime:

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

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

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

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

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

Section 4. Hourly Maintenance employees and Tolls Division employees will be paid time and one-half for overtime worked in excess of eight (8) hours in any work day, or for overtime worked in excess of forty (40) hours in any given work week, except as otherwise provided herein.

There shall be no pyramiding of overtime premium pay.

(a) When a holiday falls within a given work week, or when an employee is absent on a work day for sick leave, vacation or excused absence, credit of eight (8) hours will be given toward hours worked.

(b) Category "A" Maintenance Division and Tolls Division employees, excluding temporary and part time employees, will be paid, in addition to their paid holiday, one and one-half times their regular hourly rates for the hours worked on any of the holidays listed in Paragraph A. Article XI, except floating holiday, which must be taken.

Section 5 (a). There shall be equalization of Overtime. Overtime lists shall be maintained and posted. There shall be a review of said lists at 3 month intervals. Any discrepancies arising out of said reviews shall be corrected bearing in mind availability, capability, age and physical condition of employees, and if not corrected shall be subject to the grievance procedure. Any said grievance which is sustained, remedy shall be equalization of overtime or payment therefore.

(b). In maintenance there shall be a monthly review of the overtime lists, by district, during the months of December, January, February and March. Overtime will be distributed in the following groupings: A. Foremen B. M.M. General C. Maintenance Men I and II, Mechanic Foreman, Mechanic 1, Mechanic 2, Mechanic 3-Helper. There will be a monthly review and discrepancies shall be corrected during that four month period.

Section 6. In the event of an emergency requiring Category "A", employees to work for extended periods of time, time and one-half will be paid as follows:

(a) If the extended period commences on a normal work day, time and one-half will be paid for all continuous hours worked in excess of eight (8) hours.

(b) If the extended period commences on a non-scheduled work day, of which at least four (4) hours occurred on the non-scheduled work day, time and one-half will be paid for all hours worked.

Section 7. Meal Allowance

(a) Employees eligible for overtime pay who are required to work at least two hours in advance of the start of their normal scheduled working day, or who, in case of a holdover, are required to work three hours in excess of the hours in a normal scheduled working day, or who work at least three hours when called to non-scheduled duty shall be entitled to a meal allowance of \$2.50.

(b) Employees eligible for overtime pay who work beyond the first meal allowance earned (other than the 2-hour meal contained in Section 7 (a) above) shall be entitled to an additional meal allowance of \$1.75 for each six continuous hours worked thereafter.

Section 8. Shift Differentials

(a) For Toll Collectors there shall be a premium rate of 15¢ per hour for hours worked on the third shift series, and 20¢ per hour for hours worked on the first shift series. Effective July 1, 1977, the premium rate for hours worked on the first shift series will be 25¢ per hour.

(b) For Maintenance workers on the night shift there shall be a premium rate of 35¢ per hour for hours worked on the night shift. Effective July 1, 1977 the premium rate for hours worked on the night shift will be 40¢ per hour.

ARTICLE IV SENIORITY

Section 1. Definition Seniority is defined as the length of an employee's continuous, Permanent employment with the Authority.

Section 2. Loss Of - An employee shall cease to have Seniority rights by:

- (a) Voluntary quitting
- (b) Justifiable discharge
- (c) Unauthorized absence for more than five (5) consecutive work days shall be a quit in the absence of extenuating circumstances.

Section 3. Probationary Period - New employees shall be considered Probationary employees with no Seniority status until having completed their Probationary Period after which their Seniority shall begin from the date of hire.

Section 4 (a). Probationary period for new hires will be as follows: Six (6) months for Maintenance and nine (9) months for Tolls. Promotion probation will be one (1) year for all employees. A mid point review and evaluation must be made and discussed with the employee regarding his record of performance. In the case of Tolls, this review and evaluation must be done every three months.

Section 4 (b). Any extension of Probationary period must be initiated by the employees on probation for the Authority's consideration.

Section 5. Transfers

a. In the case of any transfer into Tolls from any other department of the Authority, the transfer will be based on a satisfactory work experience of one year to be determined by the Authority, and that such transfers would only be considered at the six month rate and three months later if the employee succeeds, he will receive the job rate. It is understood that if it is deemed necessary by the Authority, the probationary period could be extended if such an extension is requested by the transferred employee and approved by the Authority.

b. In the case of any transfer into Maintenance from any other department of the Authority, the transfer will be based on a satisfactory work experience of one year to be determined by the Authority, and that such transfers would be at the job rate of a Maintenance Man 2. It is understood that if it is deemed necessary by the Authority, the probationary period could be extended if such an extension is requested by the transferred employee and approved by the Authority.

c. After the date of this Agreement, any Authority employee not covered by this Agreement who is transferred to a job covered by this Agreement shall for seniority purposes defined herein as to promotions on-the-job-training, picking vacation schedules, shift selection, layoff and recall shall start his seniority as of the date he commenced under the job covered under this Agreement.

d. If for some reason the employee fails to succeed in the transferred job, the employee will return to his former position as soon as a vacancy occurs.

Section 6. Layoff and Recall

a. In all cases of decrease or increase of the Authority's working force covered by this Agreement, the principle of seniority shall apply. In applying seniority for layoff and recall purposes, there shall be separate seniority for Tolls, Maintenance and Mechanic employees.

b. Employees on layoff shall promptly notify the personnel office of the Authority in writing of any changes in their home address.

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

d. An employee who is laid off will have the right to exercise his seniority in his Plaza or Maintenance District or in another Plaza or Maintenance District in the same grade or lower (including part time, temporary or Senior Citizen positions) providing the individual he/she is replacing has less seniority.

e. Within 48 hours of receipt of notice of layoff or recall, the Union will be given the opportunity to dis-

ARTICLE V TERMINATION

Section 1. Pursuant to the provisions of the Authority's tenure resolution, no employee except new hires during their probationary period and temporary employees, shall be laid off or terminated for reasons other than just cause as long as the Authority requires the work done by the employees.

Section 2. In case of lay off, a permanent employee shall not be displaced by a temporary, casual or part time employee.

ARTICLE VI UNION REPRESENTATION

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

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

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

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

Section 5. All employees (not to exceed five) who are Executive Board officials of Local 196 will be placed on steady day shift, Monday through Friday.

ARTICLE VII PROMOTIONS

Section 1. The purpose of this Article is to provide senior employees who are capable of performing the services required with the opportunity to fill openings

for work in higher rated jobs than their own within their division. Opportunities to fill openings in Maintenance will be provided by allowing the senior employee 30 working days to demonstrate his capabilities. Employees must be employed in the job classification immediately below that of the vacancy.

Section 2. Opportunities for promotions in Tolls will initially be confined within each of the following areas as a first step. If the promotion is not filled then offers will be made to other Areas.

Area 1
Hillsdale
Bergen
Essex

Area 2
Bloomfield
East Orange
Union
Raritan North & South

Area 3
Asbury Park
Toms River
Keyport
Lakewood

Area 4
Barnegat
New Gretna
Great Egg
Cape May

Section 3. Opportunities for promotions in Maintenance will initially be confined to the District where the opening exists. If the job is not filled, then other Districts will be posted. If the job is not filled as a result of the second posting, it will be offered on the basis of Transfer Requests on file with the Authority and the Union, preference being given in order of the dates of request.

Section 4. It is agreed sign employees as defined in Article 1 Section 1 shall retain seniority for all purposes. They shall not displace nor supersede present maintenance employees for promotion except as follows:

It is agreed the Authority will, in the event of a vacancy in the Sign Shop, give major consideration to previous sign classification experience for promotions, in the event of vacancies in existing Maintenance classification consideration will be given to all experience and as provided for herein.

Section 5. No new hires in Category "A" Authority employment will be permitted above the level of Toll Collector or Maintenance Man 2 until a bidding opportunity is provided to all present employees who would be interested in potential or existing job openings.

(a) Position openings will be posted by the Authority on a form, "Unfilled Vacancies" on bulletin boards in the appropriate Plazas or Maintenance

Districts for a period of one hundred and twenty (120) work hours, Tolls, or five (5) work days, Maintenance. During the posted period, an employee may bid in person or by proxy for the vacancy by completing a form, "Job Bid", a supply of which will be available at all work locations. A proxy must be legally authenticated as in the case of a steward or officer. Job bids will immediately be forwarded by the Supervisor in charge to the Personnel manager who will forward a copy to the Union.

(b) If the job is not filled as a result of the initial posting, the vacancy will be posted and bid, using the same form, as provided in Section 2 and 3 of this Article.

(c) The Authority reserves the right, before the bidding procedure is utilized to transfer Assistant Plaza Supervisors and Plaza Supervisors who request such transfers to vacancies in those positions, it being understood that in the first instance the bidding procedure for the opening created by the transfer shall be limited to the Toll Collectors in the Area where the vacancy originated. In no event shall a Toll Collector be transferred without his approval unless such transfer is the result of Major Disciplinary Action.

(d) Only those employees enrolled in the On-The-Job Training program will be eligible to bid for vacancies. Probationary employees may not bid for vacancies but may be considered if no candidate comes forth as a result of posting and transfer requests. No bid will be considered after the allotted bid period.

(e) Promotions will be based on Seniority and capability of those bidding, with permanency in the new position being subject to the one-year Probationary Period. (Article IV section 4.) If Promotion fails, employee will be returned to original yard or Plaza.

(f) The Authority reserves the right to fill or not to fill any vacancies that may occur. If vacancies are filled, effort will be made to fill such vacancies within thirty (30) days from the date that vacancy is posted, unless a later determination is made by the Authority not to fill such vacancy.

ARTICLE VIII **ON-THE-JOB TRAINING**

Section 1. Selection for On-the-Job Training shall be by Seniority on a rotating and equalization basis. If an employee refuses an opportunity, he will be

passed over to the next candidate on the list. If an employee has worked in a higher-ranking job, the higher rate of pay for that job will not be paid until the number of hours of training has been completed. No probationary employee will be included in the training program. The Authority will provide Application Forms and each employee shall indicate whether or not he desires to participate in the On-the-Job Training Program.

(a) After 80 hours of training as Assistant Plaza Supervisor, a Toll Collector will be paid at the Assistant Plaza Supervisor's rate for all subsequent hours of training as Assistant Plaza Supervisor. It is understood that each time a designated employee is assigned for On-the-Job Training instruction in Tolls, such time will be for a minimum of two (2) hours in any one shift.

(b) As in the case of Probationary employment, the performance of Trainees will be evaluated by the Authority. If such performance has been unsatisfactory, the Trainee shall be eliminated from the On-the-Job Training Program.

Section 2. An up-to-date list of hours worked under the On-the-Job Training Program will be maintained by each Plaza Supervisor and shall be available for inspection upon request. A time limit of two (2) years will be allowed to accumulate a necessary number of hours to be qualified and be paid in a higher classification.

Section 3. Training hours may be subject to modification or adjustment by mutual agreement between the Authority and the Union after a one-year trial period.

Section 4. Promoted employees shall receive the rate of pay for the new position whether or not they have completed the full number of required hours under the Training Program.

Section 5. Training opportunity will be in proportion to the size of the Plaza as listed below:

Area 1

Hillsdale 3
Bergen 5
Essex 6

Area 2

Bloomfield 3
E. Orange 3
Union 6
Raritan N. 3
Raritan S. 3

Area 3

Keyport-Hazlet 3
Asbury Park 5
Lakewood-Brick 3
Toms River 3

Area 4

Barnegat 2
New Gretna 2
Great Egg 3
Cape May 2

The remainder of the Collectors enrolled will be frozen in reserve. If for any reason one of the active trainees vacates the program, he will be replaced by the next most senior Collector in reserve as soon as possible.

Section 6. A Union official's O.J.T. credited time will not be lost while such official is serving the Union. If the official wishes to avail himself of this opportunity, he must advise the Authority in writing.

ARTICLE IX GRIEVANCE PROCEDURE

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

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

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

STEP 1. A complaint should first be made orally, In the Maintenance Division, such complaint is made to the Assistant District Supervisor or the District Supervisor where an Assistant District Supervisor is not assigned. In the Tolls Division, such complaint is made to the Plaza Supervisor. Before reaching a decision on such complaint, the person making such decision may consult all levels of supervision below the Division Head. If the complaint is not settled satisfactorily within four (4) working days thereafter, the employee may, within two (2) working days thereafter, take the matter, in writing, to the Division Head.

STEP 2. If the complaint is taken in writing to the Division Head, it shall be considered a grievance and the Division Head shall, within five (5) working days after receiving the grievance, render a decision in writing. A hearing may be held in the matter at the discretion of the Division Head.

STEP 3 (a). If the grievance is not satisfactorily settled by the decision of the Division Head, the employee and/or the Union may, within two (2) working days thereafter, take the matter, in writing, to the Personnel Manager. The Personnel Manager shall, within five (5) working days after receipt of the grievance, notify the Labor Relations Committee composed of three (3) Authority representatives and two (2) Union officials plus the Union representative, as to time and place of grievance meeting, which shall not be held on the grievant's day off.

STEP 3 (b). At this meeting the Personnel Manager will secure from the Union representatives and the Authority representatives their respective positions regarding the pending grievance in writing, and attempt to resolve the dispute. If not resolved within 3 working days, the Personnel Manager will submit the respective positions of the parties to the Executive Director of the Authority, and note the relevant portions of the Labor Agreement involved.

STEP 3 (c) These procedures shall be conducted during the normal working hours.

STEP 4. Upon receipt of the positions of the parties, the Executive Director will consider the merits of the grievance and will forward his decision to the Personnel Manager within fifteen (15) working days after receipt of the grievance. The Personnel Manager will immediately submit the Executive Director's decision to the parties.

STEP 5. If the grievance is not satisfactorily disposed of at the last step, the grievant or the Union may, within ten (10) days of the receipt of the Executive Director's decision, submit the grievance in writing to the Commissioners of the Highway Authority. The grievant or the Union shall submit a written summary of the grievance, the reasons why the grievance should be considered by the Authority, the reason why it is felt the prior decisions are not satisfactory, and the relief requested. The Commissioners, within thirty (30) days of the submission, will answer the grievance, and their decision shall be final and binding, except as hereafter stated.

LIMITED ARBITRATION

A. In certain instances which are hereafter defined, the Union, if not satisfied with the decision of the Commissioners of the Highway Authority at Step 5, may request that the grievance be submitted to arbitration. The following types of grievance may be submitted to arbitration:

1. A claim by an employee for regular wages of the employee, not paid, or improperly calculated.

2. A claim by an employee for regular overtime wages of the employee improperly paid or calculated.

3. A claim by an employee for a fringe benefit involving the employee (i.e., not a group of employees or a class of employees) improperly paid or calculated.

4. A claim by an employee for seniority status involving the employee (i.e., not a group of employees or a class of employees).

5. A grievance regarding the imposition of discipline or discharge as provided in this Agreement.

B. The following types of grievance may not be submitted to arbitration:

1. A grievance regarding the operating practices, policies, rules, regulations and other decisions of the Authority.

2. A grievance regarding the exercise of Authority jurisdiction as contemplated in Article XVII of this Agreement.

C. Where there is doubt as to whether certain decisions, actions or rulings of the Authority are arbitrable, or there is a dispute as to the right of the Union to bring such dispute to arbitration, the Authority Commissioners shall determine arbitrability, and such decision of the Authority shall be final and binding on the parties, and not subject to further question by the grieving party.

SELECTION OF AN ARBITRATOR

A. If a grievance is of a type which may be submitted to arbitration (paragraph A. 1,2,3,4 and 5 above) or if in a doubtful case, the Authority determines that the issue is arbitrable, the Union may apply to the Public Employment Relations Commission for the selection of an impartial arbitrator in accordance with the rules and practices of the Public Employment Relations Commission. An arbitrator properly selected in accordance with the provisions of this Article, shall be limited to deciding the specific question presented to him. He shall not vary or alter in any way the terms of this Agreement, nor shall he interpret any of the language of this Agreement to mean other than the express language used. The arbitrator shall not interpret questions of law, but his findings shall be limited to determining questions of fact.

B. The remedy set forth in this Article shall be the sole and exclusive remedy for the determination of grievances or disputes between the parties, and neither of the parties, nor any employee, shall pursue any other proceeding, whether administrative or legal, until all of the remedies set forth in this Agreement have been fully consummated.

C. No grievances pending now or prior to this Agreement may be processed under this procedure.

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

The arbitration proceeding herein set forth has been established in an effort to promote harmonious relations with our employees with the understanding that it is effective only if it does not violate the New Jersey Highway Authority Act and the Bond resolutions enacted thereunder. Should any interpretation or decision be made by any court of the State of New Jersey restricting or outlawing the right of the Authority to follow the arbitration procedure herein set forth, or should any legislation now in effect or hereafter promulgated, restrict or outlaw the right of the Authority to follow such procedure, then such procedure to the extent restricted by any court or by any legislation, shall become null and void, and the parties shall be limited only to those portions of the procedure which are clearly permissible.

EXPEDITED GRIEVANCE PROCEDURE

Where the circumstances warrant expedited procedure, the grievant will present his grievance to his immediate supervisor and request "expedited procedure". An answer is to be given within 24 hours. If the grievant is not satisfied with the answer, he may invoke Step 2 of the regular procedure, except that Step 2 shall be completed within 2 working days after the answer at Step 1. If the grievant is still not satisfied, he may invoke Step 3 immediately, and the Personnel Manager shall give a final decision within 2 working days thereafter.

No decision at any step of the expedited procedure shall constitute a precedent for like or similar cases.

ARTICLE X DISCIPLINARY ACTION

A. Policy and Purpose

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

B. Disciplinary Actions - Category "A" Employees

1. Local Disciplinary Action

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

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

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

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

2. Major Disciplinary Action

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

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

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

C. Limitations on Disciplinary Action.

1. Such action may be taken only in conformance with the regulations set forth in this procedure.

2. Discipline may be imposed in cases of substantial or repeated shortages. The Union will be notified prior to the taking of any disciplinary action.

3. When a patron makes a complaint against a Toll Collector or a maintenance man, such complaint shall be handled as follows:

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

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

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

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

D. Procedure

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

1. Local Disciplinary Action

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

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

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

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

2. Major Disciplinary Action

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

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

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

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

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

E. Interim Suspension

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

"F" - WAIVER OF HEARING

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

"G" - PROCEDURE ON APPEALS

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

1. Appointment

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

2. Number of Members

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

3. Who May Serve

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

4. Functions of Appeal Board

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

5. Conduct of Hearings

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

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

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

6. Findings and Recommendations

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

H. Witnesses

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

1. Waiver of Time Limits

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

ARTICLE XI BENEFITS

- A. Holidays
- B. Vacation Plan
- C. Bereavement Pay
- D. Medical and Dental Plans
 - 1. Dental Plan
 - 2. Blue Cross - Blue Shield and Rider "J"
 - 3. Major Medical
- E. Workman's Compensation
- F. Pension Plan
- G. Scholarship Policy
- H. Accident and Sick Benefit Plan
- I. Retirement
 - 1. Vacation Pay
 - 2. Sick Pay
 - 3. Blue Cross - Blue Shield and Rider "J"
 - 4. PERS - Public Employees Retirement System
- J. Uniforms
- K. Temporary Disability Plan

"A" - HOLIDAYS

New Jersey Highway Authority employees, except temporary employees in Category A, are allowed paid holidays as follows:

A. Category A Employees

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

In addition to the above holidays, each employee shall be entitled to an additional holiday taken by such employee providing choice of such holiday date shall be selected by employee on basis of seniority from date of hire and from the date of request. The Authority reserves the right to limit the number of employees taking the same day off in order to insure the efficient performance of work load requirements. While the floating holiday must be taken in the year in which it is earned, it is agreed that the floating holiday for the calendar year 1976 must be taken no later than December 31, 1977.

Holidays falling on Sunday will be observed the following day. When a holiday falls on a Saturday, it will be observed on the preceding Friday. The Authority and the Union can change scheduled holidays by mutual agreement.

B. Category A. employees, in order to be paid for a holiday, must be present or on excused absence, sick leave, or vacation on the work days immediately preceding and following the regularly scheduled holidays. A union officer released from duty shall be considered on excused absence under Article VI for the purpose of eligibility for Holiday Pay.

C. Policies Affecting Holidays

Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday respectively in the Maintenance Department.

2. In Maintenance an employee will receive an additional days' absence with pay when a recognized holiday falls within his vacation period. Such day must be taken continuous with the employee's vacation. In Tolls a recognized holiday which falls within a Collector's vacation period will be compensated for in the same manner as a normal scheduled day off.

3. The Authority will grant an additional \$10.00 in compensation each day to those employees who are called in to work on a non-scheduled basis and who work a minimum of four (4) hours either on Christmas Eve or Christmas Day.

4. Holiday pay shall consist of eight (8) hours pay at straight time.

5. Employees scheduled to work on a holiday and having an authorized absence on that day shall receive holiday pay in addition to their authorized absence pay.

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. The holiday period shall be considered to be from the start of the 1-shift series on the day preceding the holiday to the end of the 3-shift series on the day of the holiday in Tolls, and from 12:00 midnight to 12:00 midnight in Maintenance.

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 provisions dealing with Workmen's Compensation.

"B" - VACATION PLAN

A. Allowances - Permanent Employees

1. All permanent employees or employees serving a probationary period for appointment to a permanent position with the New Jersey Highway Authority shall be granted vacations of up to five weeks annually depending on length of service.

<u>Length of Service Occurring During Calendar Year</u>	<u>Working Days Vacation Allowable in Calendar Year</u>
0 to less than 1 year	Up to 6 days
1 year but less than 7 years	10 days
7 years but less than 12 years	15 days
12 years but less than 17 years	20 days

17 years	21 days
18 years	22 days
19 years	23 days
20 years	24 days
21 years or over	25 days

2. (a) An employee, after 90 days of continuous service in the calendar year in which his employment commences, is eligible for vacation equal to 1/2 day per month times the number of full calendar months worked in such calendar year. For this purpose any employee hired prior to the 16th of any month shall be considered as having been employed on the first of such month.

(b) In subsequent calendar years employees shall be eligible for vacation as set forth in the above schedule.

3. An employee whose employment terminates within 90 days of his hiring is not entitled to vacation or to pay in lieu thereof.

4. Vacations will normally be taken in periods of at least five consecutive working days. However, the Maintenance Division Head or in tolls, District Supervisors may, at their discretion, allow employees to take vacation periods of less than five consecutive days.

5. Vacations shall be taken in the calendar year in which they are earned, or in the case of a newly hired employee, the calendar year in which he becomes eligible, and if not so taken will lapse. However, if a vacation or any part thereof is not taken or granted because of workload requirements or other extenuating circumstances as certified by the Department Head, such vacation or part thereof shall accumulate for the individual employee and shall be granted and may be taken during the next succeeding year only.

6. An employee who has notified the appropriate Division Head (who will forward this request to the Personnel Department) at least three (3) weeks prior to an approved vacation date will receive, prior to such vacation date, earned vacation pay of not less than five (5) days pay, nor more than ten (10) days pay.

7. Due to the difficulty in scheduling vacations tied into scheduled days off, it is the intention of the Authority and the Union to cooperate whenever possible to permit such vacation scheduling.

B.

1. No vacation will accrue to any employee while that employee is on extended active duty under the Military Leave of Absence Policy, or on ordinary Leave of Absence in excess of 30 calendar days as set forth in the Leave of Absence Policy.

2. Employees granted leaves of absence in excess of 30 calendar days without pay or extended active military duty may be granted pay in lieu of vacations accrued on a monthly basis to date of the commencement of such leaves.

3. Length of service, computation of vacation and sick leave entitlement, shall include all prior continuous service in the employ of the State of New Jersey immediately prior to original employment by the Authority, but only with respect to persons employed by the Authority as of October 11, 1956, the date of adoption of the original Resolution 56-98, pursuant to which these regulations are promulgated.

C. Termination

Any employee who resigns with two weeks prior written notice or is separated will receive pay in lieu of vacation and sick allowance, on a prorated basis, upon recommendation of the Department or Staff Division Head. The recommendation for pay should appear on the final payroll advice. Any employee who is discharged for cause, or resigns under charges, is not eligible for vacation allowances, sick allowances, or pay in lieu thereof.

D. Retiring or Deceased Employees

Full vacation entitlement upon retirement or death (to the estate) of an employee shall be paid up to and including the year in which retirement or death occurs.

E. Unusual Situations

The Executive Director or his designee, may, upon recommendation of the Department Head or Staff Division Head, modify vacation policies to fit the requirements of unusual situations.

F. Procedure for Selecting Vacations

1. Maintenance Division

1. Tentative vacation schedules shall be submitted to the District Supervisor by February 1st of each year for review or if vacation is proposed prior to this date, one month advance notice shall be given to the District Supervisor for review.

2. Tentative vacation schedules may be changed by the District Supervisor upon application by employee with adequate advance notice.

3. Choice of vacation dates shall be selected by employee on basis of seniority from date of hire. The Authority reserves the right to limit the number of various job categories which are permitted to be off at one time in order to insure the efficient performance of maintenance services, subject to expedited grievance procedure.

4. Whenever a holiday falls within a vacation period, the additional day off shall be taken consecutively with the vacation period.

II. Tolls Division

1. Vacations shall be permitted on year-round basis. Summer vacations of ten (10) days in consecutive order are permissible from May 15th to September 15th for Collectors entitled to three (3) weeks or more. Collectors entitled to two (2) weeks can select five (5) days during the summer. Collectors entitled to one (1) week vacation may select their week in the summer if any period is open.

A. Selection Procedure by Steps

In accordance with posted vacation schedules, selections will be made in order of seniority as follows:

1st Selection

4 weeks or more men - Select 1 week or 2 consecutive weeks any time of the year.

3 week men - Select 1 week or 2 consecutive weeks any time of the year

2 week men - Select 1 week any time of the year

1 week men - Select 1 week any time of the year

2nd Selection

4 weeks or more men - Select 1 week or 2 consecutive weeks any time of the year

3 week men - Select 1 week or 2 consecutive weeks any time of the year

2 week men - Select 1 week any time of the year

3rd Selection

4 weeks or more men - Select 1 week or 2 consecutive weeks any time of the year

3 week men - Select 1 week any time of the year

4th Selection

4 weeks or more men - Select 1 week any time of the year.

5th Selection

Any vacation in excess of four (4) weeks

B. Winter Vacations

1. Three week or more Collectors may take up to their full allowance in the winter period.
2. Vacations must be taken during the calendar year from January 1 to December 31st.
3. Requests for vacations will be submitted to the Plaza Supervisor on the Vacation Request Form 65-30-T (Rev. 1) between September 15 and November 15 inclusive for the following year. Collectors will select their vacations in seniority order with each Collector given two (2) to five (5) days to make his choice as his turn arrives. Failure to select his period in his allotted time will result in his being dropped to the bottom of the Plaza roster.
4. These Collectors may select in seniority order after all others have selected theirs. Vacation selections must be completed by December 15 for the following year.
5. Failure to select a vacation by December 15 will result in the Plaza Supervisor assigning one. All Vacation schedules must be completed by December 31st.
6. New Collector employees will be granted vacation days off in accordance with their eligibility and with the approval of the Plaza Supervisor and District Supervisor.
7. Posting Vacation Vacancies - Any selected vacation period vacated by promotion, retirement, etc., will be posted for one bid at the Plaza in which it occurs on a seniority basis. Any subsequent vacation schedule will be filled on a first come, first serve basis.

"C" - BEREAVEMENT PAY

Death in the Immediate Family

"Immediate Family" shall include employee's spouse, children, grandchildren, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, sister-in-law and brother-in-law. One day excused absence may be granted by the Department Head upon receipt of a written request. The Department Head, upon receipt of a written request, in cases of death of persons living in the household of the employee, may grant an excused absence of one day. If extensive travel is involved or the employee is handling funeral arrangements, or other special circumstances are presented in writing by the employee, excused absence may be granted by the Department Head up to a maximum of three days.

"D" - MEDICAL AND DENTAL PLANS

A. Dental Plan

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

B. Blue Cross and Blue Shield Protection

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

C. Major Medical Protection

The Authority will provide a Major Medical Insurance Plan for all full-time permanent 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 three (3) months after the effective date of hire in the case of Dental Insurance, and two (2) months in the case of Blue Cross and Blue Shield protection.

Descriptive brochures for all health plans will be made available by the Personnel Department.

D. MEDICAL PROTECTION AFTER RETIREMENT

The Authority will pay Blue Cross and Blue Shield and Major Medical Insurance coverage for an employee who retires and for their eligible dependents, during the lifetime of the Retiree. The Retiree and Spouse, in order to be eligible for this coverage, must acquire Parts A and B of the Medicare Insurance Program.

"E" - WORKMEN'S COMPENSATION

Supplementary Workmen's Compensation benefits equal to full base rate of employee earnings at the time of injury will be paid on a current basis without interruption of salary. The period of such payment shall be based upon an employee's length of permanent service with the Authority as indicated in the schedule below:

<u>Length of Service- Calendar Year</u>	<u>Number of Weeks at Full Pay</u>
1st year or fraction thereof	4 weeks at full pay
2nd, 3rd and 4th year	13 weeks at full pay
5th, 6th, 7th, 8th and 9th year	26 weeks at full pay
10th, 11th, 12th, 13th & 14th year	39 weeks at full pay
15th year and up	52 weeks at full pay

The benefits under this policy shall be payable for work absences due to occupationally incurred injuries or illness, authorized by a designated Parkway physician. During the period these benefits are payable to an employee, it will be necessary that the employee endorse over to the Authority temporary disability compensation checks received by him from the Authority's Compensation Insurance Carrier.

Benefits payable under this plan are separate and distinct from those described in the Accident and Sick Benefit Plan.

"F" - PENSION PLAN

A. 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 also contributes sums in excess of the sums contributed by the employees, thus providing for a retirement income.

Basically, the program provides each qualified employee with:

1. A guaranteed retirement income for life based on the total years of service credit established in the System, and final average salary.

2. Financial protection in case of disability or death.

3. Benefits in addition to Federal Social Security coverage.

4. Opportunity to participate in a Supplemental Annuity System by additional payroll deductions.

B. In connection with (2) 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.

"G" - SCHOLARSHIP POLICY

A Scholarship Policy has been established to recognize and provide financial assistance to our young people who are dependent children, (adopted, step-children or legal ward), of permanent Parkway employees with a minimum of one year of employment.

In order to qualify for the Scholarship Program, the dependent child must be a secondary school senior who will graduate or did graduate during the current academic year and who will enter college or is already registered at an accredited college, university or nursing school in the United States with a planned course of study relating to an associate degree or bachelor's degree. Scholarship assistance will continue, provided the dependent child maintains satisfactory progress towards his degree, until the requirements are completed for a bachelor's degree or certified course of study.

For each two semesters (a college year), the total sum of \$400 will be paid directly to an accredited college institution provided official documentation of enrollment is supplied to the Personnel Division. The conditions under which this program is operated are on file in the office of the Personnel Manager.

"H" - ACCIDENT AND SICK BENEFIT PLAN

All permanent employees or employees serving a probationary period for appointment to a permanent position with the New Jersey Highway Authority absent from their work because of illness will be entitled to a benefit of fifteen (15) days sick leave per year. If an employee leaves the Authority or dies during the calendar year, the 15 days per year benefit entitlement will be prorated. Absence from work because of a job connected injury will not be subtracted from an employee's sick allowance.

Sick Leave is accumulative. Those employees who retire or die (to the estate) and who have completed at least five (5) years of service will receive payment of 100% of their unused Sick Leave entitlement based on a maximum of 240 days; those employees who resign with at least five (5) years and up to 10 years of service will receive a payment of 50% of their unused Sick Leave entitlement based on a maximum of 240 days; those employees who resign after 10 years of service will receive a payment of 100% of their unused Sick Leave entitlement based on a maximum of 240 days.

sign with at least five (5) years and up to 10 years of service will receive a payment of 50% of their unused Sick Leave entitlement based on a maximum of 240 days; those employees who resign after 10 years of service will receive a payment of 100% of their unused Sick Leave entitlement based on a maximum of 240 days.

No payment will be made upon termination. For the purpose of computing unused sick leave pursuant to this provision, there shall be deducted therefrom any sick leave days taken in excess of the number to which the employee would have been entitled by reason of length of service as of the effective date of this program.

New employees will accrue $1\frac{1}{4}$ days sick leave per month up to the maximum of fifteen (15) days in one year, although they would not be eligible to take any days off with pay during their first three (3) months of employment. Employees who are hired up to and including the 15th day of any month will be considered to have worked a full month. Employees who are hired after the 15th will be considered to have been employed on the first of the following month.

In special situations, the Department Head may recommend that allowances extend beyond the schedule. His recommendation, with reason, shall be submitted to the Personnel Committee which will investigate the circumstances and make its final recommendation to the Executive Director for his approval.

Absence because of illness in the immediate family (same as "Death in the immediate family", Excused Absence Policy) will be charged against the employee's accumulated sick leave.

Those employees who will have overdrawn their sick leave entitlement at the initiation of this revised program will also be granted 15 days sick leave each calendar year. The unused balance of such annual allotments at December 31st of each year will be applied to reduce any deficit existing at that time.

Regulations

A. For permanent employees benefits shall be calculated on the basis of the employee's base rate. For probationary employees, benefits shall be calculated on the basis of employee's base pay rate in effect at the beginning of the absence.

B. Although the schedule is indicated in days, benefits allowable under the plan shall be calculated as follows: For Category A employees, only absences of one or more full hours shall be charged to such leave.

C. If an employee is absent on a holiday which falls on a day he normally would not have been scheduled to work, such holiday shall not be charged against his allowable sick leave benefits.

D. An employee will qualify for benefits on completion of three months of active and continuous service. By active and continuous service is meant periods of employment for which credit is given under this plan. Credit is given for the periods of an employee's service from his continuous service date, i.e., the date of his current employment, but there shall be deducted therefrom, for the purpose of determining his length of service, all off-duty periods during which the employee is absent because of:

1. Personal business when such absence exceeds 13 consecutive weeks.

2. Other reasons over which the employee has control when such absence exceeds 13 weeks.

E. An employee who has completed six or more months of service and who is granted a military leave of absence will qualify for benefits applicable to his completed years of service, including the period of his military leave, upon return to Authority service.

F. An employee must commence anew to establish completed years of service under this plan:

1. If he is re-employed after having been terminated prior to accumulation of six consecutive months of active and exclusive service or

2. after resignation

G. Category A employees may be required to submit a medical certificate signed by a physician showing that the absence is due to illness or accident within the meaning of this plan after absence of three (3) consecutive days or after six (6) separate occasions in a 12 month period.

"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."

H. Illness or accident occurring when an employee is not on duty will serve to qualify such employee for benefits under this plan except where such illness or accident occurs while he is on a military leave of absence, or leave of absence granted for personal business.

1. Should an illness or injury occur during an absence of 14 calendar days or less for personal business and continue beyond the date the employee is scheduled to return to work, the employee shall be entitled to receive benefits for which he may be eligible from the date of his scheduled return to work.

2. Should an illness or injury occur during a leave of absence for personal business more than 14 calendar days, or during a leave of absence for military service regardless of duration, and should such illness or injury continue beyond the date the employee is scheduled to return to work, the employee shall not be entitled to benefits. After the employee returns to work from such leave, he shall be granted benefits, if eligible, on a prorated basis, for subsequent absences on account of illness or injury. The pro rata allowance will also apply in cases of sick leave without pay.

I. Where an illness or accident occurs during absences when the employee is otherwise eligible for benefits and the illness or injury continues beyond the date the employee is scheduled to return to work, he will be entitled to the extent he is eligible thereof, to benefits for absence beyond that date on account of such illness or injuries.

Employees whose illness or injury commences during his vacation period and continues beyond the date of his scheduled return to work, shall be entitled to receive benefits for which he may be eligible from the date of his scheduled return to work.

J. If an employee is absent on the first scheduled work day of a calendar year because of continuous sick leave which began in the prior calendar year, he will not qualify for new annual benefits until he has

returned to active service of at least five consecutive working days. However, an employee on such continuous sick leave will be entitled to the balance of sick time to which he was entitled at the end of the prior calendar year, until such time as he qualifies for his new entitlement.

K. If an employee's illness or disability results directly from misconduct, he may be disqualified for benefits under this plan at the discretion of the Executive Director of the Authority.

L. In the case of chronic illness, i.e., cancer, diabetes, tuberculosis, hypertension, etc., or in the case of frequent absence on account of illness or accident, the Authority may appoint a physician to investigate and determine the probable future frequency or duration of such absences, and handle each such case on its own merits regardless of this plan.

M. 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 recovery and return to work.

N. This plan is entirely voluntary on the part of the New Jersey Highway Authority and benefits hereunder shall not be subject to assignment, garnishment, attachment or execution. Neither shall this plan be construed to give an employee the right to be retained in the service of the Authority or entitle him to benefits hereunder after his separation from service with the New Jersey Highway Authority.

O. In special situations the Department Head may recommend that allowances extend beyond the schedule. His recommendation, with reasons, shall be submitted to the Personnel Committee which will investigate the circumstances and make their final recommendation to the Executive Director for his approval.

P. In the application of this plan the records of the Authority shall be conclusive in determining an employee's length of service and wages.

Q. The decision of the Authority shall be final and conclusive with respect to every question which may arise relating to either interpretation or administration of this plan.

R. This plan may be terminated or modified at any time by the Authority and no claims shall arise against the Authority in the event any such action is taken.

"I" RETIREMENT

A. Vacation Pay

Full vacation entitlement upon retirement or death (to the estate) of an employee shall be paid up to and including the year in which retirement or death occurs.

B. Sick Leave

Employees who retire or die (to the estate) and who have completed at least five (5) years of service will receive payment of 100% of their unused Sick Leave entitlement based on a maximum of 240 days.

C. Blue Cross - Blue Shield Coverage

1. Retirees Under Age 65

Retirees will carry into retirement the same coverage they had prior to retirement. This entire amount will be paid by the Authority.

2. Retirees Age 65 and Over

All individuals age 65 and over, who are enrolled in Parts A and B under the Federal Medicare Program, are eligible for a supplement to Medicare. Payments in difference will be paid by the Authority.

D. 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.

E. Retirement Policy

All Authority employees shall retire no later than the first of the month following the attainment of 70 years of age, unless retained on the payroll by written request of the employee to the Department Head or Staff Division Head. If in the judgment of the Department or Staff Division Head the employee is essential to the Authority or other justifiable reasons are present, the employee may be retained in Authority employment for a period not to exceed six months. All such extensions, however, and the reasons for same must be filed in application form for consideration by the Personnel Committee. Such application shall be initiated at least sixty (60) days prior to any retirement date. Under no circumstances will any employee be retained beyond the date of expiration of an extension of employment. If the extension is recommended by the Personnel Committee, such extension shall be subject to final approval by the Executive Director.

"J" - UNIFORMS

Provisions covering uniform clothing and equipment are found in Part III of the Toll Collector's Manual. A cleaning allowance will be paid effective July 1, 1976 in the amount of \$72.00 yearly payable at a flat rate of \$6.00 a month, effective July 1, 1977 in the amount of \$84.00 yearly payable at a flat rate of \$7.00 a month and effective July 1, 1978 \$96.00 yearly payable at a flat rate of \$8.00 a month to each Toll Collector.

Maintenance Men will receive 4 T shirts and 2 pairs of Safety Shoes annually.

K. Temporary Disability Plan

Refer to Page 64, See Addendum "E"

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 the clothing issued 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 unless such time is to be credited to the On-the-Job Training Program.

Section 3. An employee shall have the right and duty to notify his supervisor of all hazardous safety conditions. If a job appears to be hazardous and dangerous, employee will contact his immediate supervisor and shop steward. No employee shall be required to operate equipment or drive a truck which is in an unsafe condition. The Authority's Safety Engineer or his designee shall make the determination as to the safety of vehicles or equipment in question.

Section 4. No employee shall be required to perform work other than that set forth in his particular job description. (Article XV) Each employee shall be responsible to his immediate Supervisor, or Foreman, or person in charge of his work assignment, except in cases of emergency or where the best interests of the Authority otherwise dictate. In the event a change in

assignment is ordered by a superior other than an employee's immediate Supervisor, Authority agrees that it shall be the responsibility of such superior to notify the immediate Supervisor of such change forthwith by the most direct method available. A Toll Collector assigned to a lane will not be replaced with one from another Plaza, except by agreement with the employee.

Section 5. All past privileges and practices not covered by this Agreement shall be continued. Employees shall be subject to existing Personnel Policies, Practices, Manuals, Rules or Regulations not herein enumerated except as they may be modified herein. No changes, additions, or revisions, shall be made or applied to employees covered by this Agreement, except and until agreed upon by the Union.

ARTICLE XIII UNION SECURITY

Section 1. In the event the Supreme Court of the State of New Jersey determines that provisions for Agency Shop, Union Shop, or modifications thereof may be included in Agreements between Autonomous Authorities and Majority Representatives, the parties hereto agree to meet and discuss proposals to amend this Agreement with respect thereto.

ARTICLE XIV MUTUAL COOPERATION

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

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

Section 3. The parties agree that the pursuit of harmonious relations between the Union and Authority is the continuing intent of the parties, recognizing the

mutual responsibility of each under Chapter 303, P.L. 1968, as amended in 1975, to avoid strife and resolve quickly all disputes.

Section 4. The Authority agrees that the provisions of this Agreement shall be carried out in all respects through the life of this Agreement and assures the Union compliance by its Administrative and Management personnel.

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

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

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

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

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

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

Section II. Bulletin Boards - The Union may use appropriate existing bulletin Boards in the Plazas and Maintenance Yards for the purpose of posting newsletters, announcements of Union meetings, Union elections and results thereof, appointments to Union offices, change in Union Bylaws, and social and recreational affairs.

ARTICLE XV JOB CLASSIFICATIONS

Section 1. (a) Job Classifications and Descriptions for the following shall appear attached hereto as Addendum "A": Toll Collector, Maintenance Man II, Maintenance Man I, Maintenance Man General and Maintenance Foreman, Mechanic Foreman, Mechanic 1, Mechanic 2, and Mechanic 3-Helper. No changes shall be made in Job Classifications or Descriptions except as may be agreed upon by the parties hereto.

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

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

ARTICLE XVI RATES OF PAY

Section 1. New rates of pay will become effective July 1, 1976 through June 30, 1977. An additional increase will become effective July 1, 1977 through June 30, 1978. A further increase will become effective July 1, 1978 through June 30, 1979. Rates of pay and their effective dates appear as Addendum B.

Section 2. New hires shall receive a "Hiring Rate", a six-month raise and a one-year raise on their anniversary dates. The rate of a New Hire, at the completion of one years' service, shall be the "Job Rate".

ARTICLE XVII AUTHORITY JURISDICTION

Section 1. The Authority shall continue to exercise exclusive jurisdiction in determining the number of Toll Collectors required and assigned at every Toll

Plaza and Toll Ramp as well as the number of Automatic Toll Collecting Machines at such locations. By the same token, the Authority shall continue to determine the number and classification of Maintenance personnel required in each Maintenance District, the number of men and equipment required for the performance of any particular operation in any building or area of the Parkway and the assignment of personnel for special tasks outside the District of normal assignment. In addition thereto, the Authority shall continue to determine the necessity of shifting personnel to districts other than assigned on any particular day or days for the purpose of expediting work in other districts where such assistance is required. The Authority shall also continue to determine the number of Temporary employees required such as Senior Citizens and Summer Employees and the locations to which such personnel shall be assigned. The Authority retains the right to exercise all rights and privileges of management, subject to the terms of this agreement.

Section 2. The Authority shall continue to exercise exclusive jurisdiction in determining the necessity for the rental of equipment including operators when required in its judgment. It shall also continue to determine the items of Maintenance work to be performed by outside contractors.

ARTICLE XVIII LEGAL APPLICATION

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

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

ARTICLE XIX ABSENCE POLICIES

Section 1. Outlined below is the method of reporting absences for employees other than Toll Collectors:

A. For this instruction an absent employee is any employee not reporting for duty and proposing to use such absence as sick leave benefits.

B. Reporting Absences - When illness, injury or other emergency prevents an employee from reporting for duty, he must notify his immediate supervisor no later than one hour after his regularly scheduled starting time.

Employees on shift will call in as soon as possible, but no later than one hour before the start of the shift.

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

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

Section 2. Excused Absence - With Pay

A. Excused absence is paid absence which is not charged to vacation allowance or sick leave.

B. Basis for Excused Absence

1. Court Leave - Employee summoned for jury duty or subpoenaed as a witness may be excused for extended periods. An employee called for court services, either as a witness or juror must present a Court Order, Subpoena or Summons to the Department Head as much in advance of the absence as possible. Upon return to work, the employee must submit written evidence of his attendance at court, showing dates served. (Such statements may be obtained from the Clerk of the Court). This evidence should be forwarded to the Personnel Manager for filing in the employee's personnel jacket.

2. An employee called to Jury Duty shall be granted an excused absence for days on which he is required to be in court, or to serve on a jury provided proper notice is given to the employees' supervisor. If sufficient notice is given prior to posting of the work schedule, the Authority shall reschedule to provide said employee with Saturday and Sunday off.

If notice is given after posting of the work schedule, a vacation relief man, if available, will be substituted. If a vacation relief man is not available, a mutual tour swap will be allowed.

3. Death in the Immediate Family - See Article XI - "C", Bereavement Pay.

4. Military Duty - Employees ordered to appear for a pre-induction physical examination for draft, enlistment or Annual Military Disability Pension Review.

5. For other reasons and in special situations, the Department Head may recommend that excused absence be granted beyond the above schedule. His recommendation, with reasons, shall be submitted to the Executive Director of the Authority for his consideration. Upon approval of the Executive Director of the Authority or his designee, the excused absence may be granted.

C. Additional Excused Absence - The Executive Director of the Authority, or his designee, may grant excused absence to Category A employees for periods in excess of three days for absences described in B-1, B-2, B-3 and B-4.

Section 3. Military Leave of Absence Policy

A. Definition - Military leave of absence is permission granted an employee to be absent from his regularly prescribed duties at the New Jersey Highway Authority for the duration of a tour of active military service. Military service is considered to be active service of selectees, enlistees and reservists in the armed forces of the United States of America, including the Coast Guard.

B. Policy

1. Military Leave of Absence is granted employees of the New Jersey Highway Authority whenever they receive orders requiring performance of an extended or short-term tour of active duty. It is the policy of the Authority to assure employees of reassignment upon return. This applies to both permanent and probationary employees.

2. An employee who enters military service will be granted a military leave of absence to cover the period of his military service.

3. A military leave of absence shall extend for the period of such service and for a further period of three months after receiving discharge from such service. If any such person shall be incapacitated by wound or sickness at the time of discharge from such service, leave of absence shall be extended until three months after recovery from such wound or sickness, or until the expiration of two years from the date of discharge from such service, whichever shall first occur.

If the returning employee is unable to perform his former duties as a result of injuries sustained during service, or if his original position has been discontinued, he is assigned to another suitable position on an individual basis.

C. Extended Active Duty

1. Extended active duty constitutes any period of full time active military service in excess of 17 days for training of service in the Armed Forces of the United States of America, Coast Guard, National Guard or Naval Militia of the State of New Jersey.

2. The entry into extended active duty of an employee granted military leave of absence does not change the employee's status within the New Jersey Highway Authority (Section 3 - B - 1). 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.

3. Employees granted military leave of absence without pay for extended active duty will receive payment in cash for any accumulated vacation or compensatory time credited to him at the start of military leave.

4. Any employee on military leave for extended active duty, and who is a member of the Public Employees' Retirement System will receive, at no cost to him, the same retirement benefits he would have otherwise received, had he not been on military leave. The Authority will pay the New Jersey Highway Authority's and the employee's share of the Public Employees' Retirement System's deductions based upon the employee's rate and salary, etc.

D. Short-Term Active Duty

1. Short-term active duty means full-time duty for a period of 17 days or less in any one year as a member of the National Guard or Naval Militia of New Jersey or any branch of the Armed Forces of the United States. Military leave of absence will be granted whether the short-term active duty is voluntary or involuntary.

2. Benefit Plans - During the period of short-term active duty, the employee retains all benefits and coverages. Payments for benefit plans will be made by regular payroll deductions upon his return.

3. Request for Military Leave of Absence - Short-Term Active Duty

a. The employee who expects to go on short-term active duty should notify his supervisor as soon as possible.

b. The employee will forward a legible copy of his official orders to his Department Head with a written request for Short-Term Military Leave.

c. A copy of the request should be initiated by the Department Head and forwarded to the Personnel Manager along with the copy of his official orders and Payroll Advice.

4. Payment of Wages and Salary - The New Jersey Highway Authority will pay the employee's salary less the sum of the employee's military pay and allowances other than travel allowances. Such payment will be made upon his return to work and upon furnishing evidence of the amount of military pay and allowances, other than travel allowance.

During his short-term active duty the employee is still liable for payments on all employee benefit plans where applicable. The Finance Department will deduct these amounts from the employee's next regular pay check.

Section 4. Leave of Absence - Without Pay

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

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

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

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

D. 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.

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

ARTICLE XX CATEGORIES OF EMPLOYEES

This instruction lists and describes the distinct categories of employment in the New Jersey Highway Authority, which are based on the degree of responsibility and training, the employment status and the nature of the work.

A. Categories Based on Degree of Responsibility and Training

Category A includes Toll Collectors, Maintenance Men 1 and 2, Maintenance Foremen, Maintenance Men General, Mechanic Foremen, Mechanic 1, Mechanic 2, and Mechanic 3-Helper.

B. Categories Based on Employment Status

1. Permanent Employee - An employee who has been continuously employed by the New Jersey Highway Authority shall become permanent at the end of the specified probationary period, provided a Payroll Advice signifying the satisfactory completion of the probationary period is duly processed and accepted.

However, such employee shall not become permanent within the meaning of the Authority's Tenure of Office Policy until he has been continuously employed by the New Jersey Highway Authority for more than twelve months.

2. Probationary Employee - An employee who is serving a test period under any of the following types of probation:

a. New Jersey Highway Authority probation, which pertains to an employee who is serving the minimum working test period of three months, or such longer period as specified by the Department

Head, in order to qualify as a permanent employee. An employee who is on this particular type of probation shall be enrolled in the Public Employees' Retirement System on the successful completion of this probationary period or on completion of four months of continuous service whichever shall occur first. Enrollment at that time, however, may be back dated to his original date of continuous employment.

The Authority provides a Major Medical Insurance Plan and Dental Plan for all full-time permanent employees and eligible dependents at no cost to the employee. The above coverage takes place on the first of the month next following three (3) months after the effective date of hire in the case of Dental Insurance, and two (2) months in the case of Blue Cross and Blue Shield protection.

b. Promotion probation which pertains to an employee who, following promotion to a position, is serving a working test period before attaining permanent status in the new position. Such probationary period is to be specified by the head of the department in which the employee has been promoted.

c. Departmental probation, which pertains to an employee who, following transfer from one Department or Division to another, is serving the probationary period specified by the Department or Division Head having final jurisdiction.

d. A probationary period can be extended only once for a maximum added time not in excess of the initial probationary period, except that with the approval of the Department Head, a further extension may be granted.

e. A probationary employee's rights will be preserved when such employee is called to Military Service. His probationary period will resume upon his return to his former job.

3. Temporary Employee - An employee hired on a nonpermanent basis for either a fixed or indefinite period of employment. Temporary employees may be paid on an hourly basis.

For vacation leave and/or accident and sick benefit purposes, a temporary employee's first year of service will not count toward "Length of Service" in the related entitlement schedule except for those temporary employees before January 28, 1965.

A temporary employee is not eligible for enrollment in the Authority's Major Medical insurance program or Dental Program.

ARTICLE XXI
LABOR RELATIONS COMMITTEE

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

The purpose of such Committee will be:

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

ARTICLE XXII
LONGEVITY PAY POLICY

Employees reaching 10 or 15 years service during the period January 1st through June 30th of any given year shall receive the longevity pay commencing with the first pay period after July 1st of such year. Employees reaching 10 or 15 years service during the period July 1st through December 31st of any given year shall receive the longevity pay commencing with the first pay period after January 1st of the following year.

The longevity pay for employees having completed 10 years Permanent Authority employment shall be 3% and for those having completed 15 years of such service, 5% per annum.

ARTICLE XXIII
MENTAL OR PHYSICAL DISABILITY POLICY

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

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

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

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

The Department Head shall consider the testimony presented at the hearing and the written reply, if any, and the testimony offered by the employee. Thereafter, the Department Head shall forward a written report of the hearing to the Personnel Committee together with his recommendation as to the disposition of the case. This report and recommendation should be forwarded to the Personnel Committee within ten (10) days of the date of the hearing.

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

ARTICLE XXIV
PAYROLL DUES DEDUCTION

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

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

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

ARTICLE XXV
POLICY OF TENURE OF OFFICE

A. Each permanent employee shall be deemed to be employed upon the condition that he/she shall not be removed from the particular office, position or employment held by him/her except for good and sufficient cause or reason and then only after a hearing such as prescribed by this Agreement. It is the intent of this resolution to create for the Permanent Employees of the Highway Authority a tenure of employment which will be permanent, subject to good behavior, the proper performance of his duties, or the possible reorganization or reduction of personnel (in whole or in part) in the interest of efficiency, economy, or otherwise. Any dismissal, demotion or transfer of an employee or the abolition of a particular office or position for any other or hidden motives shall be regarded as violative of the spirit under which this resolution is adopted.

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

1. Mental or physical disability which impairs the ability of an employee to perform his duties.
2. Neglect or failure of an employee to perform the duties of his office, position or employment.
3. Violation of any rule or regulation prescribed by the New Jersey Highway Authority for the administration of its employees.
4. Conduct which is prejudicial to the New Jersey Highway Authority or the public interest.

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

1. The attainment of an age which the Highway Authority may hereafter fix for retirement because of superannuation.
2. The reorganization of the Highway Authority or of one of its facilities, properties, departments, divisions or projects.

D. Definitions

In this resolution:

1. "Employee" means any person regularly employed by the New Jersey Highway Authority.
2. "Permanent Employee" means any employee who has been continuously employed by the New Jersey Highway Authority for more than twelve months and who is not a "Temporary Employee" as hereinafter defined.
3. "Temporary Employee" means any person
 - a. Who has not had continuous employment with the New Jersey Highway Authority for twelve full months or
 - b. Who has been hired for a temporary period of employment whether for more or less than twelve months or
 - c. Who has been hired to fill a position vacated by an employee absent on an authorized leave of absence.
4. "Continuous Employment" or words of similar import shall mean uninterrupted employment by the Highway Authority in any office, position or employment, after January 1, 1955. Time spent on absence on military leave, sick leave or other absence authorized or excused by the Department Head shall be included in computing the period of continuous em-

ployment.

E. Temporary Employees may be discharged for any cause or reason without hearing.

ARTICLE XXVI
ASSIGNMENT OF WORK
OUT OF CLASSIFICATION

Section 1. 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 an employee of such higher Classification is available to do work.

Section 2. If an employee is assigned to perform the duties of a higher Classification, he or she shall receive the rate of the higher Classification for the time spent in said Classification, computed to the nearest fifteen (15) minutes, except in the case of Tolls where On-the-Job Training is applicable.

Section 3. Within each Maintenance District three (3) Maintenance Men 1 and three (3) Maintenance Men 2 shall be selected in accordance with the following procedure for assignment to any work out of Classification:

A. Union shall first select two Maintenance Men 1 to train as Maintenance Men General in each District. Authority will select a Maintenance Man 1 in each District for such training. The Authority's selection will be an employee with no less than five (5) year's seniority as defined in Article IV herein. Thereafter any assignment in the Maintenance Man General Classification will be alternated between the three (3) Maintenance Men 1 so that insofar as possible each man will receive equal training in each District. In the event of a Maintenance Man General vacancy, the senior man of the three being trained will be offered the promotion opportunity. If he accepts and is promoted, another man will be designated by the original appointer to fill the vacancy. If he refuses the promotion, he will be dropped from the program, the second man will be promoted and new men will be appointed as heretofore described.

B. The same procedure described in A. will be followed for Maintenance Men 2 to be trained as Maintenance Men 1.

C. An Operator Instructor will be appointed by the Engineer of Maintenance from the existing Maintenance Man General Group. While in such capacity, he will be paid the Foreman's rate, and his additional duties to the Maintenance Man General classification will be to instruct Maintenance personnel in the operation and maintenance of equipment.

When he ceases to be an Instructor, he returns to his classification at the appropriate rate for the classification.

ARTICLE XXVII

TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 1976, except as otherwise specifically provided herein. It shall be binding upon the Authority and the Union until June 30, 1979, and thereafter from year to year unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement a desire to make a change in the Agreement.

Section 2. If either party gives notice to the other of a desire to change any of the terms of this Agreement pursuant to Section 1, then within ten (10) days from the service of said notice, representatives of the Authority and the Union shall meet to begin discussion and negotiations of such change.

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

NEW JERSEY HIGHWAY AUTHORITY

By: Salvatore A. Bontempo

Salvatore A. Bontempo
Chairman

ATTEST:

Rosemary Osborne

WITNESS:

James P. Arthur

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

John C. Gunn
Richard J. Laplante
Rudolph Thomas
John J. Rush
John P. Clancy

ADDENDUM "A" TOLL COLLECTOR

JOB DESCRIPTION

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

Responsible for accounting for personally collected or assigned funds.

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

Responsible for the maintenance of assigned property owned by the New Jersey Highway Authority.

Responsible to perform the following functions: walker, baby-tender, operation of pushmobile, if no pushmobile available, no less than 3 persons shall move a stalled vehicle, moving cones, picking up coins, putting out bombs and flares, assist the Assistant Plaza Supervisor and/or Plaza Supervisor in pulling vaults, giving out leaflets, receipts, information, change signs, use of salt and shovel during snow at approaches to his booth or for his personal needs only, security checks as assigned and any general duties assigned by his Supervisor.

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

JOB SPECIFICATIONS

EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent

EXPERIENCE

Ability to handle currency and prepare change rapidly and accurately.

Ability to operate toll recording devices.

Ability to give clear, concise and correct information.

Ability to prepare Toll Division forms.

Pleasant and tactful personality and neat appearance.

Good physical condition due to rotating shifts and weather extremes.

MAINTENANCE DIVISION

MAINTENANCE MAN 2

DUTIES

Responsible for building custodial work and general grounds keeping work, including but not necessarily limited to lawn mowing and maintenance, including any general labor.

Responsible for preventive maintenance and/or proper operation of all equipment not listed as being the responsibility of a Maintenance Man General or a Maintenance Man 1.

Responsible for the performance of any general labor in the maintenance, improvement and repair of the facilities of the New Jersey Highway Authority.

Must have a telephone available and must be available in cases of emergencies.

Must possess a valid New Jersey Drivers license.

MAINTENANCE MAN 1

Responsible for the proper maintenance, improvement, and repair of the facilities of the New Jersey Highway Authority, requiring some special skills in the building trade.

Responsible for the safe and proficient operation of the following equipment:

1. Five-Ten Ton Pavement Roller
2. 50,000 G.V.W. Trucks and Above
3. Tractor-Lowboy Trailer
4. Truck Mount (Mobile) Street Sweeper
5. Front End Loader, 1 C.Y. and Above
6. Compressor Airless Spray Gun
7. Mulcher (operator)
8. Truck on which Earth Boring Machine is Mounted (Pile Driver)
9. Over-Rail Mower
10. Hydraulic (3) Wing Mower

In addition, must be available to operate the equipment operated by Maintenance Man 2, including any general labor.

Operates and performs minor maintenance on the equipment to which assigned.

Inspects equipment for proper operating conditions before and after using.

Makes minor repairs or adjustments, washes, and lubricates equipment or parts thereof as required.

Responsible for specific equipment as assigned.

Assists other employees in the performance of special duties.

Performs related work as required, within this classification.

Must possess a valid New Jersey drivers license.

Must have a telephone available and must be available in cases of emergencies.

MAINTENANCE MAN GENERAL

DUTIES

Responsible for the proper maintenance, improvement and repair of the facilities of the New Jersey Highway Authority.

Responsible for the safe and proficient operation of the following equipment:

1. Dragline
2. Bulldozers
3. Gradall Type Units
4. Traffic Line Spraying Device (Truck Mounted)
5. Grader
6. Hydraulic controlled Earth Boring Machine
(Pile Driver)
7. Backhoe

In addition, must be available to operate the equipment listed for Maintenance Man 1 and the equipment operated by Maintenance Man 2, including any general labor.

Maintains the equipment in operation.

Secures equipment, tools, accessories, to prevent loss whenever it is necessary to store or leave units.

Responsible for specific equipment assigned.

Assists in mechanical duties, equipment moving, etc., when weather or workload is such that heavy equipment is idle.

Performs all related work as required within this classification.

Must possess a valid New Jersey drivers license.

Must have a telephone available and must be available in cases of emergencies.

FOREMAN - MAINTENANCE

DUTIES

Responsible for the scheduling of work and supervision of subordinates.

Responsible for all assigned work in designated area.

Responsible for good housekeeping and safety regulations on roadway.

Responsible for on-the-job instruction of subordinates.

Responsible for checking maintenance problems in order that they may be properly handled.

Responsible for preventive maintenance measures on equipment in order to avoid breakdown.

Performs other related duties as may be delegated.

Responsible to the District Supervisor or Assistant District Supervisor where so staffed.

Man must possess a valid driver's license to operate such equipment requiring such license.

Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

All Job Descriptions in the Bargaining Unit shall be posted on the bulletin boards.

MECHANICS

It is the intent of this Section to classify personnel working in the District garages as described below:

Mechanic Foreman

Mechanic 1

Mechanic 2

Mechanic 3-Helper

Duties

Mechanic Foreman:

Responsible for the scheduling of work, supervision and leadership of subordinates.

Responsible for all assigned work in garage and other designated areas.

Responsible for on-the-job instruction of subordinates.

Responsible for preventive maintenance measures on equipment in order to avoid breakdown.

Responsible to the District Supervisor or Assistant District Supervisor where so staffed.

Man must possess a valid driver's license to operate such equipment requiring such license.

Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

Mechanic 1:

Responsible for preventative maintenance and complete major repairs and service of all Authority vehicles and equipment.

Responsible for structural repairs in the field.

Responsible for servicing and repair of equipment in the field.

Helps train subordinates below.

Man must possess a valid driver's license to operate such equipment requiring such license.

Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

Mechanic 2

Assist mechanic and responsible for maintenance and repair of equipment as designated by his shop foreman.

Responsible for servicing equipment in the field.

Man must possess a valid driver's license to operate such equipment requiring such license.

Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

Mechanic 3-Helper

Assigned to help all mechanics in the garage and in the field.

May be assigned to fuel island of each District.

Man must possess a valid driver's license to operate such equipment requiring such license.

Man must have a telephone available or a party who can be contacted for the man's services and must be available in cases of emergencies.

All Job Descriptions in the Bargaining Unit shall be posted on the bulletin boards.

Personnel requesting transfer to field by reason of extenuating circumstances will go to the next lowest pay grade and his new seniority will commence from date of transfer in field for promotion purposes.

Promotion:

Promotion from Mechanic 1 to Foreman will be by examination, test is to be similar to N.J.D.O.T. or N.J. Turnpike. Examination is to be a pass/fail with major emphasis on performance and a minimal written exam.

The senior man passing examination is to be promoted.

Promotion from Mechanic 2 to Mechanic 1 shall be same as above.

Test for promotion will be given in each District where an opening exists by bid form to be posted.

In the event no one qualifies for the position open in the District, a bid form will be posted in each other District and the senior man qualifying will be promoted.

In the event the position is not filled by the above method, the Authority may hire from the outside to fill the open position. The person to be hired must have experience as a mechanic and pass the examination.

In the case of emergency, field personnel may be used in the garage after utilizing all garage personnel. In the case of emergency in the field, garage personnel may be used after utilizing all field personnel. In each case such employee is to be given his rate or the rate of the job whichever is higher.

Shop personnel when assigned to the night program will have at least one other man working in the shop. The other man may be a field personnel assigned from the posted schedule. The field man will be paid the rate of the Mechanic 3-(Helper) or his field rate whichever is higher.

Seniority for promotion and vacation schedules shall be separate for field and garage personnel.

In applying equalization of overtime, it shall be separately applied to field and garage.

ADDENDUM "B"

Rates

The following hourly rates will be in effect during the term of this Contract:

	July 1, 1976	July 1, 1977	July 1, 1978
Toll Collectors	\$6.52	\$6.82	\$7.12
Maintenance Man 2	\$5.82	\$6.12	\$6.42
Maintenance Man 1	\$6.34	\$6.64	\$6.94
Maintenance Man General	\$7.31	\$7.61	\$7.91
Foreman Maintenance	\$7.61	\$7.91	\$8.21
Mechanic 3-Helper	\$5.87	\$6.17	\$6.47
Mechanic 2	\$6.39	\$6.69	\$6.99
Mechanic 1	\$7.31	\$7.61	\$7.91
Mechanic Foreman	\$7.71	\$8.01	\$8.31

ADDENDUM "C"
USE OF SENIOR CITIZEN
TOLL COLLECTORS

Senior Citizens are used to supplement our peak hour traffic needs seven (7) days a week.

They are generally scheduled for 3-4 hour periods in the a.m. and p.m. peak hours and at the main line barriers on selected periods daily, weekends and holidays.

They are used to operate a second lane at ramps for peak hours for meals or personal reliefs there.

Their scheduled time is limited to the amount of money they may earn as required by social security regulations.

During the winter we schedule them as needed for an 8-hour tour at normally unmanned ramps during snow storms to provide additional service to our patrons.

Eight hour duty may be given senior citizens under conditions when no permanent Collector is available for overtime work at any particular plaza or when overtime is required.

There have been occasions when a Plaza faces excessive long term illness absences for 2 or 3 permanent Collectors plus normally scheduled vacations that cannot be filled through overtime and in this instance they may work a 40-hour week. However, this reduces his availability at later times during the years so that his limitation on his permitted earnings are not exceeded. This gives a flexibility to our booth coverage capabilities.

ADDENDUM "D"
Credit Union

Deductions from pay will be permitted for Credit Union purposes and turned over to the Officers of the Credit Union with a list of deductions but all financial and clerical obligations and space requirements will become the obligation of the Credit Union and not the Authority.

ADDENDUM "E"

NEW JERSEY HIGHWAY AUTHORITY

TEMPORARY DISABILITY BENEFITS PLAN

I. ELIGIBILITY

Temporary Disability Benefits are payable to an employee during absence from work because of disability due to non-occupational injury or illness. Temporary Disability Benefits are payable to an employee, excluding part time and temporary employees, who has:

A. Completed six months of continuous service, and who has completed a five (5) scheduled work day waiting period without pay.

II. WAITING PERIOD

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 the employee. A new waiting period applies to each period of absence in an assigned benefit year if the employee has returned to active service for at least five (5) consecutive working days, following an absence covered under this Plan. Hospitalization or 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 20 day period has occurred. Hospitalization is any admission and confinement to a hospital bed for more than twenty four (24) hours.

III. BENEFIT YEAR AND BENEFITS

A. A benefit year is the fifty-two (52) week period commencing with the first 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 26 weeks will not be eligible for additional Disability Benefits until the expiration of the assigned benefit year, and return to active service for ninety (90) days, whichever is later.

B. The Benefit rate is 50% of the employee's regular base wage or salary for twenty-six (26) weeks in a benefit year.

C. An employee claiming benefits under this Plan will complete and sign the Authority's Temporary Disability Benefit Application form and submit same to his supervisor. The form will contain an information release slip which will permit the Authority or an Authority physician to contact the employee's doctor to verify necessary medical information.

D. Holidays will be paid during Temporary Disability.

IV. CONDITIONS

A. Sick leave benefits are not earned, or accrued to the credit of the employee while on Temporary Disability. Where Temporary Disability occurs after the start of a new calendar year, sick leave will again accrue to an employee on a pro rata basis upon return to work for five (5) consecutive days.

B. While on Disability an employee upon request shall be available at his home for medical visits by an Authority representative during normal daylight or evening hours..

C. An employee who has received Temporary Disability Benefits shall, at the request of the Authority, submit to an examination by an Authority physician upon or before his return to work.

D. An employee applying for, or receiving Temporary Disability Benefits shall submit or sign documents which the Authority may require for the fair and equitable administration of this Plan.

V. EXCLUSIONS

A. Disability Benefits are not payable where the injury or illness resulted during:

1. Employment for wage, profit, or gain for any employer other than the New Jersey Highway Authority;

2. Participation in a war or any type of activity involving service in the armed forces;

3. The commission of an unlawful act or flight therefrom.

B. Benefits under this Plan will be terminated during the period an employee fails to comply with its terms, or while engaged in any gainful occupation during the period for which Benefits are claimed, or who resigns or is terminated for cause.

C. In all questions regarding the degree of Disability or the duration of same, the written medical opinion of the Authority physician will prevail.

D. 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.

E. An employee who applies for and receives Temporary Disability Benefits pay without being entitled thereto may be subject to disciplinary action at the discretion of the Authority, and in addition, will be liable for return of all money improperly received.

F. The Authority may, at its discretion, in case of special hardship or dire circumstances, waive an eligibility requirement, but this will not create a precedent for any other or similar case.

