

**AGREEMENT BETWEEN
NEW JERSEY HIGHWAY AUTHORITY**

AND

**GARDEN STATE PARKWAY CREW SUPERVISORS
AND
EQUIPMENT TRAINERS UNION, LOCAL 193C**

IFPTE, AFL-CIO-CLC

**FOR THE PERIOD
JULY 1, 2003 THROUGH JUNE 30, 2007**

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AGREEMENT

This agreement, made and entered into as of July 1, 2003, is between the New Jersey Highway Authority, hereinafter referred to as the "Authority", and the crew supervisors Union, Local 193C, International Federation of Professional and Technical Engineers, AFL-CIO and CLC, hereinafter referred to as the "Union".

SECTION I - RECOGNITION

This Authority recognizes the Union as the sole bargaining agent, pursuant to Chapter 303, P.L. 1968, of all crew supervisors, equipment trainers, garage supervisors, sign shop supervisor and pavement marking supervisor employed by the New Jersey Highway Authority.

SECTION II - CONSIDERATION AND COOPERATION

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.
2. The Union and the Authority agree that it is the continuing intent and purpose of the parties in entering this Agreement to maintain and promote harmonious relations and close cooperation between the Authority and the Union.
3. This Agreement is entered into in consideration of the mutual performance in good faith by both parties and expresses their full understanding in respect to rates of pay, hours of employment, and other conditions of employment. The parties acknowledge that all agreements arrived at by them during the negotiations concluded by this Agreement are set forth herein and this Agreement will not be changed, modified, or added to except by a written instrument signed by the parties hereto.
4. The parties to this Agreement agree to cooperate in carrying out the provisions hereof and to exchange information that is needed for the furtherance of harmonious relations under this Agreement.
5. The Union agrees that it is the exclusive right of the Authority to manage its operations. Such exclusive right includes among other things the operational hours, the determination of the methods and means by which its operations are to be carried out, selection, direction and assignment of the work force subject only to the express limitations set forth in this Agreement and included job descriptions.
6. The Authority agrees to send copies of all correspondence required by this Agreement to the President of the Union within a five (5) day period.
7. This section does not limit or modify the rights of the parties under any other provisions of this Agreement.

SECTION III - DISCRIMINATION

1. The provisions of this Agreement shall be applied without discrimination because of sex, age, race, color, creed, marital status, national origin, veteran status or handicap of the employee.
2. There will be no discrimination by either party to this Agreement against any employee because of membership or activities in the Union. Union officers, representatives or members shall not be discriminated against, interfered with, restrained or coerced by the Authority or its representatives because of any Union activity in conjunction with this Agreement.

SECTION IV - STRIKES, STOPPAGES, AND LOCKOUTS

1. The Union agrees that during the term of this Agreement, it shall not cause nor officially sanction any strike, work stoppage or other acts contrary to the intent and purpose of this Agreement.
2. The Authority agrees that it will not lock out any employee because of a dispute between the Union and the Authority.

SECTION V - CHECKOFF

1. The Authority agrees to arrange for initiation fee and dues deduction upon receipt of written authorization from the employee. Monies so deducted by the Authority shall be transmitted to the Secretary - Treasurer of Local 193C. Any such request for deduction may be withdrawn effective the first pay day in either January or July following the date upon which the notice of withdrawal is filed.
2. The Union shall notify and certify to the Authority the amounts to be deducted as dues and initiation fees pursuant to the authorizations signed by employees. Such amounts shall be the same for all employees. Initiation fees shall be deducted over a period not exceeding five (5) pay periods.
3. The Union having made membership available to all employees covered by this unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representative fee in lieu of dues as a condition of employment. This fee shall be an amount not to exceed 85% of the regular membership dues, fees and assessments, as permitted under the New Jersey Employer-Employee Relations Act as amended P.L. 1974C 123 (C. 34:13A-5.4). The Union shall certify to the Authority that the amount of said fee is as permitted by law and the Union has established

and maintains a demand and return system as required by said law. The Authority shall deduct such fee by means of a payroll deduction and remit same to the Union.

4. 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 requirement will become the obligation of the Credit Union and not the Authority.

SECTION VI - WAGES

1. There shall be a general wage increase to base rates in accordance with the wage schedules attached hereto as Schedule "A" as follows:

July 1, 2003	-----	0.00% general wage increase
July 1, 2004	-----	2.90% general wage increase
July 1, 2005	-----	2.00% general wage increase
Jan 1, 2006	-----	2.00% general wage increase
July 1, 2006	-----	2.25% general wage increase
Jan 1, 2007	-----	2.35% general wage increase

2. a. To be eligible for any wage increase, the employee must have been/be on the active payroll in this bargaining unit on or after the effective date and on the date when the monies are paid.
- b. Payment to be made upon mutual ratification of the Memorandum of Agreement and mutual agreement of contract language.

3. Wage Progression:
With the salary range of the Crew Supervisor classification, there shall be **nine (9)** steps: steps one through **nine**. The maximum step shall be the job rate. **Effective 7/1/2006 a 10th step shall be added and it shall reflect an increase of Two Thousand Five Hundred and 00/100 (\$2,500) over the then-current top range for each bargaining unit title. There shall be a twenty-four (24)-month eligibility requirement (i.e., the employee must be at step 9 for at least 24 months in order to move to step 10). Except as noted, employees whose work is satisfactory will be raised to the next step in their salary range after one year of employment in the prior step.**

4. Should the Authority institute a shift which begins at or after 3:00 P.M., there shall be a premium of four percent (4%) for all hours worked on said shift. **Effective 7/1/04 the shift differential shall be increased to five percent (5%) and commencing on that date shall apply to all hours paid.** This shift premium shall be paid only to employees whose shift commences on or after 3:00 P.M., and is not intended to apply to employees who may be called out to work after 3:00 P.M. There will be two (2) weeks notice for night shift assignments except where unexpected staffing needs require more immediate assignments of a night supervisor.

5. Meal Allowance

- a. Employees who are required to work at least three hours in advance of the start of their normal scheduled working day, or in case of a holdover, are required to work three hours in excess of the hours in the 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 **eleven dollars (\$11.00)**. There shall be no retroactivity of payments for meals.
- b. Employees who work beyond the first meal allowance earned (other than the three (3) hour meal in advance of the normal working day provided in 5a above) shall be entitled to an additional meal allowance of **eleven dollars (\$11.00) in consideration for** each six (6) continuous hours worked thereafter. There shall be no retroactivity of payments for meals.

6. Travel Expenses

An allowance of thirty-two (\$.32) cents per mile, or the Internal Revenue Service approved rate, whichever is higher, will be paid to employees who use their personal automobile on Authority business, and will be included in the employees' bi-weekly paycheck.

7. Longevity Pay

Employees reaching ten (10) or fifteen (15) years of service shall receive the longevity pay effective from their permanent date of hire, to be paid the first full pay period following said date. The longevity pay for employees having completed ten (10) years permanent Authority employment shall be four (4) percent and for those having completed fifteen (15) years of such service, six (6) percent per annum. There will be no longevity payments for new hires to the Authority after July 1, 1996.

8. Uniform Maintenance Allowance

A **uniform** maintenance allowance will be paid **as follows:**

Effective 7/1/03 \$400.00
Effective 7/1/04 \$425.00
Effective 7/1/05 \$425.00
Effective 7/1/06 \$425.00

A shoe allowance will be paid as follows:

Effective 7/1/03 \$150.00
Effective 7/1/04 \$160.00
Effective 7/1/05 \$160.00
Effective 7/1/06 \$160.00

The shoe and uniform allowance shall be payable in a lump sum on July 1 of each year as set forth above.

SECTION VII - HOURS OF WORK

1. The normal work week for Crew Supervisors shall be Monday through Friday, inclusive, and shall be the daily hours normally worked by maintenance employees covered by the Local 196 Agreement. **Upon two (2)-weeks notice, the Authority may adjust the hours for members of this bargaining unit to be consistent with the hours of their subordinate employees. Less than two -weeks notice may be provided in emergent circumstances.** Each Crew Supervisor shall be granted five (5) compensatory days per calendar year (January 1st - December 31) and must be used or cashed in during the calendar year accrued in recognition of their loss of break time, lunch time, and for time spent before and after the regular shift (up to three (3) continuous hours) in carrying out their supervisory duties. For any time spent beyond three (3) continuous hours, compensatory time off within the pay period will be granted on an hour for hour straight time basis.
2. Crew Supervisors shall have the option of cashing in up to five (5) days of compensatory time as set forth in paragraph 1 above upon three (3) weeks notice to the Authority. Any of the five (5) compensatory days which are unused as of December 31 in any contract year will be paid in the next available paycheck.
3. There shall be a night shift operation and the terms and conditions for same shall be set forth as follows:
 - (a) **The night shift will be posted for bid each January 1st.**
 - (b) **Bidding will be by seniority. If there are no volunteers and there are no new hires, then the vacancy will be filled by inverse seniority.**
 - (c) **Once an employee is assigned to the night shift, he/she will have to bid out on the following January 1st in order to get off of the assignment.**
 - (d) **Night shift assignments will be limited to the Roadway Supervisors only. Crew Supervisors will be assigned within their normal districts (North, Central, and South).**
 - (e) Newly hired Roadway Supervisors will not be subject to night shift assignment for a period of six (6) months to one (1) year. After **successful** completion of training, said Supervisor will be assigned to the night shift immediately, **provided the employee currently on the night shift does not wish to remain on the shift. In such event, the employee currently on the night shift will remain on the shift, pursuant to paragraph (c), above.**
 - (f) Night shift hours will be the same as set forth for IFPTE, Local #196 members/employees.

SECTION VIII - OVERTIME

1. Any employee called out outside of their regular hour for emergency situations which constitute a hazard to the motoring public (except as provided in Section VII, paragraph 1 above) shall be paid spot pay for all hours worked up to a maximum of one hundred **twenty** hours per year. The rate per hour shall be one and one-half (1½) times the Maintenance Specialist rate. **The hourly limit for spot pay shall be 120 hours per year.**

This provision replaces the prior "spot pay" previously paid to Crew Supervisors. Any employee called out pursuant to this paragraph shall, on each occasion of call out, receive a minimum of four (4) hours pay at the applicable rate.

2. **A (One Hundred Dollar) \$100.00 bonus shall be paid for unit members that have reached the maximum threshold of 120 hours under paragraph one for working on Mother's Day, Father's Day, Easter, New Year's Day, Christmas Eve, and Christmas Day.**
3. For all pre-planned overtime in non-emergency situations (other than the hours spent as set forth in Section VII, paragraph 1) compensatory time will be given on an hour for hour straight time basis. There will be an hour pool created by District which will be calculated at 120 hours per Supervisor. **The maximum number of pre-planned overtime hours per employee shall be 150.**

The total hours per District will be subject to the overall pool maximum. Compensatory time must be utilized within the year earned, unless cashed-in as provided below. Effective January 1, 2005, an employee may cash-in, at his/her option, a maximum of 10 hours of compensatory time per year. Said cash-in option may be exercised each calendar quarter as to hours accrued in that quarter. The request to cash-in accrued comp time must be made within five (5)-working days after the end of the calendar quarter. Payment shall be made in the second pay period following a timely request at the employee's base rate. The Director of Maintenance may approve a cash-in of additional comp time up to a maximum of thirty (30)-hours per year at the employee's base rate if the Director of Maintenance determines that the workload prohibits the complete utilization of said time.

4. **Beginning in calendar year 2004, a list of all overtime by employee (including Spot Pay and CTE) will be forwarded to the Union by the 15th of each month, for the preceding month.**

SECTION IX - HOLIDAYS

1. Holidays observed by the Authority and the Union will be:

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

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 Union and the Authority can change scheduled holidays by mutual agreement.

2. Employees to be eligible for holiday pay must have received some compensation including sick allowance and temporary disability (1) during the week before the holiday, or (2) during the week after the holiday, or (3) during the payroll period in which the holiday falls. The holiday will be paid during the five day temporary disability waiting period.
3. Employees on Workers Compensation during a period in which a holiday falls will be paid in accordance with the provisions dealing with Workers Compensation.
4. When a holiday falls within a given work week, and an employee is absent on a work day for sick leave, vacation, or excused absence, credit of eight (8) hours will be given towards hours worked.
5. An employee on leave of absence shall be paid one (1) holiday provided the holiday falls within the first forty-five (45) calendar days of leave. Laid off employees shall be paid holiday pay provided the holiday or holidays fall within the first forty-five (45) calendar days of the layoff.

SECTION X - VACATIONS

1. Vacations will be granted to employees as follows:

<u>LENGTH OF SERVICE OCCURRING IN CALENDAR YEAR</u>	<u>WORKING DAYS VACATION DURING CALENDAR YEAR</u>
Less than one (1) year	Up to six (6) days
One (1) year, but less than (7) years	Ten (10) days

Seven (7) years but less than ten (10) years	Fifteen (15) days
Ten (10) years but less than fifteen (15) years	Twenty (20) days
Fifteen (15) years	Twenty-one (21) days
Sixteen (16) years	Twenty-two (22) days
Seventeen (17) years	Twenty-three (23) days
Eighteen (18) years	Twenty-four (24) days
Nineteen (19) years	Twenty-five (25) days
Twenty-four (24) years	Twenty-six (26) days
Twenty-five (25) years	Twenty-seven (27) days
Twenty-six (26) years	Twenty-eight (28) days
Twenty-seven (27) years	Twenty-nine (29) days
Twenty-eight (28) years	Thirty (30) days

2. Employee, after ninety (90) days of continuous service in the calendar year in which his/her employment commences, is eligible for vacation equal to one-half (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 sixteenth of the month shall be considered as having been employed on the first of such month. In subsequent calendar years employees shall be eligible for vacation as set forth in the above schedule.
3. An employee whose employment terminates within ninety (90) days of his/her hiring is not entitled to vacation pay or to pay in lieu thereof.
4. Vacations will normally be taken in periods of at least five (5) consecutive working days. However, management may, at its discretion, allow employees to take vacation periods of less than five (5) consecutive days. Employees who are entitled to twenty-one (21) or more days of vacation shall be permitted to take five (5) individual days. The individual days must be selected at least five (5) days in advance.
5.
 - a. Vacations shall be taken in the calendar year in which they are earned. However, if a vacation or any part thereof is not taken or granted because of work load requirements or other extenuating circumstances as certified by the Director of Maintenance or his designee, such vacations or part thereof shall accumulate for the individual supervisor and shall be granted and may be taken during the next succeeding year only.
 - b. An employee with fifteen (15) years of service and entitled to at least twenty-one (21) days of vacation time may upon three (3) weeks notice to the Authority cash in five (5) or ten (10) days of vacation time.
6. An employee who has notified the Director of Maintenance or his designee at least three (3) weeks prior to an approved vacation date will receive, prior to such vacation date, the earned vacation pay for the scheduled vacation time providing the earned vacation pay is not less than five (5) days vacation pay.

7. Vacation will not accrue to any employee while he/she is on an extended active duty with a military leave of absence or on ordinary leave of absence in excess of thirty (30) days. Employees granted leaves of absence in excess of thirty (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.
8. Any employee who resigns, or is separated, will receive pay in lieu of vacation on a prorated basis. An employee may resign at any time with all benefits to which he/she is entitled, except an employee terminated for sale, possession, or being under the influence of drugs, assault, battery, unauthorized possession of Authority property, possession of an illegal weapon, or felony conviction will forfeit the right to such benefits.
9. 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.
10. Vacations shall be permitted on a year-round basis.
11. Application for vacation time will be submitted no later than March 1 (3/1) to the **Director of Maintenance** or his designee. For scheduling purposes, vacations will be scheduled by order of seniority of an employee's time in the bargaining unit, not date of hire. Vacation picks will be by **yard**. Nothing herein shall be deemed to restrict an employee from taking more than two (2) consecutive weeks vacation. In accordance with the posted vacation schedules, selections will be made in order of seniority as follows:

First Selection

- ❖ Four (4) plus week employee - select one (1) week or two (2) weeks at any time of the year.
- ❖ Three (3) week employee - select one (1) week or two (2) weeks at any time of the year.
- ❖ Two (2) week employee - select one (1) or two (2) weeks at any time of the year.
- ❖ One (1) week employee - select one (1) week at any time of the year.

Second Selection

- ❖ Four (4) plus week employee - select one (1) week or two (2) weeks at any time of the year.
- ❖ Three (3) week employee - select one (1) week or two (2) weeks at any time of the year.
- ❖ Two (2) week employee - select one (1) at any time of the year.

Third Selection

- ❖ Four (4) plus week employee - select one (1) week or two (2) weeks at any time of the year.
- ❖ Three (3) week employee - select one (1) week at any time of the year.

Fourth Selection

Four (4) plus week employee - select one (1) week at any time of the year.

12. Employee on vacation who would otherwise become eligible for benefits under Section XVII - Death Leave and Section XXII - Accident and Sickness Plan will not be charged vacation time for the period such eligibility exists.
13. The scheduling of all vacation days, including vacation periods of less than five (5) consecutive days provided in paragraph 4 above, is subject to management's right to establish minimum manning and manpower requirements.

SECTION XI - SENIORITY

1. Continuous service is defined as the employee's continuous regular employment with the Authority (date of hire). Continuous service shall be used to determine an employee's benefit entitlement.
2. For all employees who were hired into the negotiations unit on or prior to February 7, 1990, seniority is defined as their continuous regular employment with the Authority (date of hire). For all persons who entered the unit after February 7, 1990, seniority is defined as the employee's length of service in the unit. Seniority will govern in all cases of layoffs or recalls due to increasing or decreasing forces and vacation picks.
3. Open positions for classifications within this unit that are created by increase in force, termination, resignation, promotion, transfer or any other reason, except for the title of Equipment Trainers, will be filled by the most qualified employee within the affected classification. Open positions will be posted for a period of five (5) days. Open positions will first be offered, except for the Equipment Trainer, as a transfer opportunity to employees on a unit wide basis by seniority. The most qualified employee bidding on the transfer shall fill the position and will be given, if necessary, the opportunity to acquire a Commercial Driver's License while on probation for the new position. For Equipment Trainers, the employee must be certified pursuant to procedures developed by a committee of two union and two management designated representatives, which certification is a prerequisite to transfer to that job.
- 4.. In the event of a new entry, the probationary period shall be one year. The Authority may extend said probationary period for another year, **for reasonable cause**. For inter or intra classification transfers, the probationary period shall be for six months. The Authority may extend said probationary period for another six months in exceptional cases. Should the

Authority feel that an employee does not meet the job requirements within said probationary period of transfer or promotion, the matter will first be discussed with the President (or his/her designee) of the Union before any decision is made. The Authority will notify the president (or his/her designee) in writing of the time and place of such discussion.

DECREASE IN WORK FORCE

Layoffs shall be made on the basis of negotiations unit seniority. Employees who have been laid off will retain all their seniority and longevity rights for a period of two (2) years from the last date worked. Any employee laid off for more than two (2) years will receive credit for former service if recalled by the Authority.

In the event of a layoff, no new entries into the unit may be permitted for former service if recalled by the Authority.

In the event of a layoff, no new entries into the unit may be permitted until those laid off have been given the opportunity to be recalled. Any laid off employee entitled to recall hereunder shall be recalled prior to any new entries in this negotiations unit.

The Authority agrees to give all employees and the Union at least seventy-five (75) days notice of layoff or pay in lieu thereof.

In the event of a recall, those laid off last will be recalled first. The employees must be given notice of recall by telegram, registered or certified mail, at the address given to the Authority by the employee when laid off. It shall be the responsibility of the employee to keep a current address on file with the Authority. The employee must, within seven (7) days after delivery of the notice of recall at his/her listed address, notify the Authority of his/her intent to return to work by telegram, registered or certified mail, and must actually report for work within fourteen (14) days or will forfeit all seniority and longevity and be considered a voluntary quit.

No employee in the negotiation unit may be terminated, other than for disciplinary reasons, as long as there is a temporary or probationary employee whom he/she may replace.

The Authority will notify the Union of all openings and/or elimination of positions in the unit before advising employee of same.

SECTION XII – COMMITTEES

1. The Authority agrees to release from duty with pay, representatives of the Union for the purpose of attendance at meetings with representatives of the Authority. In the case of grievance meetings or disciplinary hearings, one (1) Union representative will be released from duty with pay, and in the case of contract negotiating meetings five (5) Union representatives will be released from duty with pay. If, because of shift assignments or vacation, a Union representative is not scheduled to work at the time of a meeting, he/she will be released from duty, with pay, when he/she is scheduled to work to compensate him/her for his/her attendance at the meeting.

2. Two (2) Union representatives shall be released from duty with pay for attendance at arbitration hearings.
3. The Authority, with notice of at least one (1) week and its approval and upon request, will release from duty without pay representatives of the Union for the conduct of other forms of Union business. Such approval of the Authority will not be unreasonably withheld. The Authority, with at least one week prior written notice, agrees to release from work assignment with pay, officials of the Union for the purpose of attending state or international conventions limited to not more than four (4) employees at one time for state conventions and two (2) employees at one time for international conventions. The foregoing is further limited to not more than four weeks per calendar year.
4. The Union and the Authority will keep each other advised of the names of their respective representatives.
5. Pursuant to agreed scheduling between the parties, release time for Union representatives for the purpose of handling Union-Authority matters will be granted up to twenty (20) hours per pay period. Such time shall be considered excused absence with pay. The Authority may or may not fill the absence created thereby.

SECTION XIII - GRIEVANCE PROCEDURE

1. The parties recognize their mutual responsibility to avoid strikes and to quickly resolve all problems that arise. A grievance shall be presented in the manner described hereafter not more than fifteen (15) days after the occurrence of the cause of such complaint, or within fifteen (15) days of becoming aware of the cause of such complaint. There will be (2) steps for processing disciplinary grievances with the Union having the option of exercising a third step:

STEP 1:

If a problem cannot be settled between the Union and the Authority representatives, a grievance will be presented in writing to the department/division head, or his/her designee who, within ten (10) days, will arrange a meeting with a representative of the Union. A written answer to such grievance will be given at such meeting. If for some reason an answer cannot be given at that time, the management representative will give the written answer within ten (10) days.

STEP 2:

If the Union decides to take the grievance to the second step, the grievance form will be submitted to the **Labor Relations Manager or his designee**, within ten (10) days of the department/division head's decision. The **Labor Relations Manager or his designee** will decide who will hear the appeal. The selection of the Hearing Officer will be among the Director of Human Resources, Manager of Labor Relations, and Human Resources

Supervisor. The Hearing Officer will arrange a meeting with the Union and Authority representatives, and answer the grievance in writing within ten (10) working days of the date of the hearing.

The third step of the procedure is optional and may be initiated by the Union prior to the grievance being submitted to arbitration. If the Union opts to exercise the third step it must do so within ten (10) days of the Step 2 decision's date by submitting the grievance appeal to the **Labor Relations Manager or his designee.**

2. The foregoing time limits may be lengthened by mutual agreement.
3. The Authority's reply to a grievance will be considered final at any level of the grievance procedure and the grievance closed if written notice to the contrary is not received within ten (10) days of the date of such reply.
4. All parties shall have the right to present and examine evidence and witnesses at every level of the procedure. All pertinent Authority records will be made available for examination. The proceedings may be recorded **provided that the recording of proceedings may only be made by a stenographer, unless another mode is agreed to by the parties.**
5. Members of the Union Grievance Committee, not to exceed two (2), will be released from duty for those shift hours they attend a grievance meeting. Ordinarily, one member of the Union Grievance Committee will be released with pay. For special conditions, at the request of the Union, two (2) members of the Union Grievance Committee will be released with pay. Each party may have a legal representative at the second step meetings.
6. The Union and the Authority may consider referring a grievance to arbitration in accordance with Section XIV by mutual agreement at any time.
7. Contract interpretation grievances shall remain at three (3) internal steps.

SECTION XIV – ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Section XIII, and which involves either:
 - a. The interpretation or application of a specific provision of the Agreement except paragraph 5 of Section II, or

- b. A disciplinary penalty (including discharge) which is alleged to have been imposed without just cause may be submitted to arbitration upon written request of either the Union or the Authority within ten (10) days after the Authority's answer at the final step of the grievance procedure.
2. A request for arbitration shall state, in reasonable detail, the nature of the dispute, the provision of the agreement violated, and the remedy requested. All requests for arbitration shall be submitted to the Public Employment Relations Commission and be governed by its regulation appearing at N.J.A.C. 19:12-5.1, et seq. **The Labor Relations Manager shall be copied on the Union's request for a panel of arbitrators to PERC.**
3. Only one request shall be scheduled for the same arbitration hearing except by mutual agreement of the parties.
4. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.
5. In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the Authority retains all its rights to manage the activities of the Authority, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on to select, direct, and assign the work force and to conduct its operations subject only to the express limitations set forth in this Agreement. It is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Authority in the exercise of any such rights, except where such challenge is based upon a violation of any such express limitations in this Agreement.
6. If a final judgment of a court has determined that a request raises arbitrable issues, the court's decision shall specify, in reasonable detail, the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment, and arbitrator shall have no authority or jurisdiction to consider issues other than these specified.
7. The award of an arbitrator upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way, alter the provisions of this Agreement.
8. 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.
9. The arbitration proceeding herein set forth has been established in an effort to promote harmonious relations with 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 competent

jurisdiction 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.

SECTION XV - JOB CLASSIFICATIONS

1. The job descriptions for the job classifications of Crew Supervisor Roadway, Crew Supervisor Landscape, Crew Supervisor Garage, Crew Supervisor Pavement Markings, Crew Supervisor Sign Fabricator, Crew Supervisor Paint Crew, and Equipment Trainers are attached hereto as Exhibit B and made a part of this Agreement.
2. If the Authority wishes to make changes in these job descriptions, delete or add new job classifications, this will be negotiated with the Union.
3. A supervisor is not required to perform work that is not specified in his/her job description.
4. If a supervisor is requested and elects to perform work of a higher classification, he/she will be compensated at the appropriate step in the higher salary range for the time spent. The Union will be notified in advance of all such assignments.

SECTION XVI - INFORMATION

1. The Authority will notify the President in writing, or in his/her absence the Vice-President of the Union, of any contemplated action regarding conditions of any employee's employment, including layoff, transfer, discipline or disability prior to official notification to the employee.
2. All past privileges and practices not covered by his Agreement shall be continued. Employees shall be subject to existing operating policies, practices, manuals, rules or regulations not herein enumerated, except as they may be modified herein, copies of which will be furnished to Union. No changes, additions or revisions shall be made or applied to employees covered by this Agreement, except and until agreed to by the Union.
3. The Authority shall provide each member of the local's Executive Board with copies of an up-to-date seniority list. Such seniority list shall include the employees' names, dates of hire, dates of promotion, titles and district of assignment. Within thirty (30) days after the signing of this agreement, revisions thereto shall be provided monthly and total updated seniority lists shall be issued on or about January 15 and July 15 annually. Any errors shall be promptly corrected by the Authority.

SECTION XVII - DEATH IN THE IMMEDIATE FAMILY

1. An employee who is absent from work because of the death, funeral or other matters relating to, of his/her spouse, child(ren) or stepchild(ren), parent, parent-in-law, brother, sister (same to include step-brother, step-sister, and step-parents), grandchildren, grandparents, grandparents-in-law, brothers and sisters-in-law, son-in-law and daughter-in-law will be compensated for such lost time up to a maximum of five (5) days paid in the case of spouse, child(ren), parent, brother, sister (including step), and three (3) days paid in all other cases for each such instance.
2. An employee shall provide reasonable verification of death in the family before such absence is paid/excused.
3. It is further understood that an employee on vacation or any other absence may elect additional days off with pay to substitute for those on vacation or other paid absence. If a person is on workers compensation, this paragraph 3 does not apply. However, if such employee has either exceeded or not met his maximum supplementary workers compensation benefits under Section XXIV, paragraph 13, the employee shall be given an additional 3 or 5 days, as appropriate, of supplementary workers compensation benefits for that compensable injury.
4. **Employees shall have thirty (30) calendar days from the date of death of a family member to exercise the bereavement entitlement as set forth herein. There shall be no bereavement entitlement after expiration of said period.**

SECTION XVIII - COURT LEAVE AND OTHER EXCUSED ABSENCE

1. When called for jury duty or subpoenaed as a witness to court, an employee will be paid his/her regular salary for those days he/she is required to be in court, as verified by submission of the appropriate court notice to his/her department head. **This paragraph shall not apply where the employee is either a plaintiff or a defendant in the case, unless the employee and the Authority are co-defendants, or the employee is sued for actions arising out of the scope of his/her employment.**
2. Employees will also be excused with pay when ordered to appear for a pre-induction physical examination for the military or for reasons of an annual military disability pension review.
3. Unless otherwise provided, all periods of military leave, sick leave and other authorized absences are included in the computation of an employee's continuous service.
4. Leaves of absence without pay for personal reasons will be granted as follows upon request: Employees with one year service - 2 weeks; Employees with more than two years service - 30 days. Leaves of absence in excess of thirty (30) calendar days may be granted only in exceptional circumstances providing the employee requesting such leave

has been employed by the Authority for two (2) or more years. In such cases, the department head will submit all pertinent information, along with his/her recommendations, to the Executive Director of the Authority for his/her approval. Such period of absence in excess of three (3) months will not be included in the computation of employee's continuous service.

SECTION XIX - MILITARY LEAVE OF ABSENCE

1. Military leave of absence is permission granted an employee to be absent from his/her 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.
2. 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.
3. An employee who enters military service will be granted a military leave of absence to cover the period of his/her military service.
4. 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/her former duties as a result of injuries sustained during service, or if his/her original position has been discontinued, he/she is to be assigned to another suitable position on an individual basis.
5. Extended active duty constitutes any period of full time active military service in excess of seventeen (17) days for training or service in the Armed Forces of the United States of America, Coast Guard, National Guard, or Naval Militia of the State of New Jersey.

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. 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.

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/her at the start of military leave.

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/her, the same retirement benefits he/she would have otherwise received had he/she 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 deduction based upon the employee's rate and salary, etc.

6. Short-term active duty means full-time duty for a period of seventeen (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. Benefit plans - During the period of short-term active duty, the employee retains all benefits and coverage. Payment for benefit plans will be made by regular payroll deductions upon his/her return.

The employee who expects to go on short-term active duty should notify his/her supervisor as soon as possible. The employee will forward a legible copy of his/her official orders to his/her department head with a written request for short-term military leave. A copy of the request should be initiated by the department head and forwarded to the Human Resources Director along with the copy of his/her official orders and payroll advice.

During his/her 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 XX - LEGAL APPLICATION

1. Either party to this agreement may seek legal relief or enforcement of the provisions herein.
2. Should any portion of the agreement 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 immediately negotiate a substitute for the invalidated portion thereof.

SECTION XXI - SUCCESSOR in INTEREST

1. In connection with the consolidation with the New Jersey Turnpike Authority, the New Jersey Highway Authority hereby agrees to abide by the terms of P.L. 2003, chapter 79, which provides, in relevant part, that:
 - (a) The officers and employees of the Highway Authority are transferred to the New Jersey Turnpike Authority and shall become employees of the Turnpike Authority until determined otherwise by the Turnpike Authority. Nothing in this act shall be

construed to deprive any officers or employees of the Highway Authority of their rights, privileges, obligations or status with respect to any pension or retirement system. The employees shall retain all of their rights and benefits under existing collective negotiation agreements or contracts until such time as new or revised agreements or contracts are agreed to. All existing representatives shall be retained to act on behalf of those employees until such time as the employees shall, pursuant to law, elect to change those representatives. Nothing in this act shall affect the civil service status, if any, of those officers and employees.

- (b) All debts, liabilities, obligations and contracts of the Highway Authority, except to the extent specifically provided or established to the contrary in this act, are imposed upon the Turnpike Authority, and all creditors of the Highway Authority and persons having claims against or contracts with the Highway Authority of any kind or character may enforce those debts, claims, and contracts against the Turnpike Authority as successor to the Highway Authority in the same manner as they might have had against the Highway Authority, and the rights and remedies of those holders, creditors and persons having claims against or contracts with the Highway Authority shall not be limited or restricted in any manner by this act.
- (c) All rules and regulations of the Highway Authority shall continue in effect as the rules and regulations of the Turnpike Authority until amended, supplemented or rescinded by the Turnpike Authority in accordance with law.

- 2. The parties agree that during the term of the contract, the Collective Bargaining Agreement is subject to reopening by the Highway Authority and/or its successor in interest for the purpose of renegotiating any and all issues relating to the operation of the consolidated Authorities. This re-negotiation shall not adversely effect or impact upon the wages and/or benefits provided under this Agreement.

SECTION XXII - SCHOLARSHIPS

- 1. A scholarship policy has been established to recognize and provide financial assistance to young people who are dependent children, (adopted, step-children or legal ward) of 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/her degree, until the requirements are completed for a bachelor's degree or certified course of study. The foregoing is subject to a maximum payment of four college years at \$800.00 per year per dependent child.

For each two (2) semesters (one college year), the total sum of eight hundred dollars (\$800.00) will be paid directly to an accredited college/ institution provided official documentation of enrollment is supplied to the Human Resources division. The conditions under this program are on file in the office of the Human Resources Director. Should, during the life of his agreement, any other bargaining unit of the Authority receive an increase in scholarship above eight hundred dollars (\$800.00), this paragraph shall be automatically modified to include such increase above eight hundred dollars (\$800.00).

SECTION XXIII - ACCIDENT AND SICK BENEFIT PLAN

1. All employees absent from work because of illness will be entitled to a benefit of fifteen (15) days sick leave per year. If an employee leaves the Authority during the calendar year, the fifteen (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.
2. Sick leave is cumulative. An employee who retires or dies (to the estate) and who has completed at least one (1) year of service will receive payment of 100% of his/her unused sick leave entitlement based on a maximum of 300 days; those employees who resign with at least five (5) years and up to ten (10) years of service will receive a payment of 50% of their unused sick leave entitlement based on a maximum of 300 days; those employees who resign after ten (10) years of service will receive a payment of 100% of their unused sick leave entitlement based on a maximum of 300 days. Effective January 1, 2001 sick leave entitlement will be prorated for the year the employee is retiring. The aforementioned payments of accumulated unused sick leave may not be payable to an employee who has been terminated as a result of a disciplinary action subject to the grievance procedure.
3. Employees will accrue 1-1/4 days sick leave per month up to the maximum of fifteen (15) days in one (1) year, although they would not be eligible to take any days off with pay during the 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.
4. Absence because of illness in the immediate family (same as Death in the Immediate Family, Excused Absence Policy (as applied to IFPTE, Local #196 attached as Addendum "B"), immediate family being those defined in Section XVII) will be charged against the employee's accumulated sick leave.
5. An employee who has accumulated more than one hundred and twenty-five (125) days (1,000) hours of sick leave entitlement in any calendar year may, with notice to the Authority on or before October 15, payable on or about December 15, cash in up to ten (10) days of sick leave entitlement accumulated but in no event shall such cash-in reduce the accumulated balance to less than one hundred and twenty-five (125) days 1,000 hours.

Employees hired after 6/30/99 will have their sick time capped at \$15,000.00 at retirement with the sick time in his/her bank assessed at 50% of total value. Employees hired after 6/30/99 that accumulate a sick bank of more than 400 hours 50 days will be eligible to cash in up to five (5) days per year.

Employees hired prior to 6/30/99 will have the option to waive their sick time grandfather rights and exercise the option extended to employees hired after 6/30/99 with the understanding that sick time accumulation will be capped at \$15,000.00. Employees hired prior to 6/30/99 who exercise this option will be eligible for the aforementioned five (5) days per year cash-in provision.

After one (1) year of service, five (5) days out of the fifteen (15) sick days may be used for personal leave at the option of the employee. Personal leave will be granted subject to the following restrictions:

- a. None will be granted on a holiday.
- b. Personal leave days are not cumulative.
- c. Personal leave days will not be substituted for any prior or excused absences without pay.
- d. Five (5) days prior written notice in order to be properly scheduled.
- e. Personal leave days not used within the calendar year will remain credited as sick days.
- f. In the event of emergency, five (5) days written notice will be waived.
- g. Management has the right to deny use of PSA based upon staffing considerations or if the employee has been counseled and found to be in violation of said policy during the previous twelve (12) month period.

6. Regulations

- a. Benefits shall be calculated on the basis of employees' base rate of pay.
- b. Absences of more than one-half day shall be charged to sick leave.
- c. An employee will qualify for benefits on completion of three (3) 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/her continuous service date, i.e., the date of his/her current employment, but there shall be deducted therefrom, for the purpose of determining his/her length of service, all off-duty periods during which the employee is absent because of:

- (1) Personal business when such absence exceeds thirteen (13) consecutive weeks.
 - (2) Other reasons over which the employee has control when such absence exceeds thirteen (13) weeks.
- d. An employee who has completed six (6) or more months of service and who is granted a military leave of absence will qualify for benefits applicable to the employee's completed years of service, including the period of his/her military leave, upon return to Authority service.
- e. An employee must commence anew to establish completed years of service under this plan:
- (1) If employee is re-employed after having been terminated prior to accumulation of six (6) consecutive months of active and exclusive service or
 - (2) After resignation
- f. 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.
- g. 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/she 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 fourteen (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/she may be eligible from the date of his/her scheduled return to work.
 - (2) Should an illness or injury occur during a leave of absence for personal business more than fourteen (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/she 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.
- h. 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/she will be entitled to the extent

that the employee 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/her vacation period and continues beyond the date of employee's scheduled return to work shall be entitled to receive benefits for which he/she may be eligible from the date of his/her scheduled return to work.

- i. 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/she will not qualify for new annual benefits until he/she has returned to active service of at least five (5) consecutive working days. However, an employee on such continuous sick leave will be entitled to the balance of sick time to which he/she was entitled at the end of the prior calendar year, until such time as he/she qualifies for his/her new entitlement.
 - j. If an employee's disability results directly from willful misconduct, he/she may be disqualified for benefits under this plan.
 - k. 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, except when such conditions are job related.
 - l. The Authority may have a physician investigate the circumstances of any employee's illness or injury to determine whether the employee is taking appropriate steps to expedite his/her recovery and return to work.
 - m. In the application of this plan, the records of the Authority shall be used in determining an employee's length of service and wages.
8. The Authority's Absence and Lateness Control Policy dated April 4, 1994 remains in effect.
9. **The Authority agrees to adhere to the FMLA and FLA and their regulations for all eligible employees.**

SECTION XXIV - TEMPORARY DISABILITY PLAN

1. ELIGIBILITY
 - a. 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:

- (1) completed six (6) months of continuous service
- (2) and has completed a five (5) scheduled work day waiting period without pay

2. 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 fifteen (15) 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 fifteen (15) day period has occurred. Hospitalization is any admission and confinement to a hospital bed for more than twenty-four (24) hours. Employees shall be paid for holidays which fall during the waiting period.

3. 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 thirty-nine (39) 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 eighty five percent (85%) of the employee's regular base wage or salary for thirty-nine (39) 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/her 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.

4. 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/her home for medical visits by an Authority representative during normal daylight 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/her 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.

5. 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 Authority;
 - (2) Participation in war or any type of activity involving service in the armed forces;
 - (3) The commission of an unlawful act of which the employee is found guilty of in a court of law.
- 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, if the written medical opinion of the Authority physician disagrees with the employee's physician, a third physician shall be chosen by the parties hereto.
- d. In the application of this plan, the records of the Authority shall be used in determining an employee's length of service, benefit eligibility, and wage or salary. Benefits provided under this plan are non-assignable.
- e. 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.

SECTION XXV - HEALTH BENEFITS

- 1. The hospitalization and medical-surgical coverage to be provided to employees shall be self insured and reinsured with an appropriate approved insurance carrier. There shall be no diminution of benefits during the life of this contract. The hospitalization plan shall provide for the following four items:
 - a. A mandatory second opinion by a surgeon of the patient's choice in cases of certain listed procedures
 - b. Mandatory pre-admission testing

- c. No weekend admissions for non-emergency procedures
 - d. Effective July 1, 1989, there shall be a requirement of hospital pre-admission certification. The first year of the program (July 1, 1989-June 30, 1990) shall be considered a trial period. All employees are to comply with the program's requirements; however, any penalties shall be waived during this trial period.
2. The Authority shall use its best efforts to communicate with any general hospital in New Jersey which, to the Authority's knowledge, does not accept the Authority's self insurance in lieu of advance payment for in-patient and out-patient services. The Authority shall use its best efforts to cause any such hospital to accept its self insurance in lieu of such advance payment.
3. Except as provided in paragraph 7 of this Section XXV and paragraphs 2 and 5 of Section XXVI, the Authority shall continue to pay for the same hospitalization and medical-surgical coverage as herein provided to eligible surviving dependents of a deceased employee or retiree for the following periods:
- a. One year from the date of death for employees or retirees with five (5) or fewer years of service
 - b. Two (2) years from date of death for employees or retirees with more than five (5) but fewer than ten (10) years of service
 - c. Five (5) years from date of death for employees or retirees with ten (10) or more years of service, but fewer than fifteen (15) years of service
 - d. Ten (10) years from the date of death for employees or retirees with fifteen (15) or more years of service

For the purposes of this paragraph, eligible surviving dependent shall not include any person who has hospitalization and medical-surgical coverage through a group plan.

Within thirty (30) days after the expiration of each of the aforesaid periods, the Authority shall cause the supplier of the hospital and medical-surgical stop-loss coverage to make available to eligible surviving dependents, at such dependent's expense, such coverage of hospital, medical-surgical as is available on an individual policy basis at that time.

4. The Authority will provide the hospital surgical, major medical (including prescriptions), dental plan and vision care plan for all employees and their eligible dependents at no cost to the employee effective the first of the month next following completion of two (2) months employment with the Authority.

5. Employees and/or retirees participating in an Authority insurance plan may change their plan election only as a result of a life event as defined by the Internal Revenue Service. Otherwise, the employee/retiree must wait for the annual open enrollment period.
6. Those employees electing the Indemnity Plan shall make contributions to the plan. Said contributions are to be taken from pre-tax, gross wages of employees on a bi-weekly basis for (24) pay periods. **The following monthly contribution rates shall remain in effect until June 30, 2004:**

CONTRIBUTIONS	01/01/2003
EMPLOYEE	\$70.00
HUSBAND & WIFE	\$113.00
PARENT & CHILD*	\$153.00
FAMILY	\$153.00

- Parent and child is defined as one parent and dependents.

The deductible and out-of-pocket expenses for the Indemnity Plan (no aggregate) shall be as follows:

DEDUCTIBLE	01/01/2003
INDIVIDUAL	\$1,000.00
FAMILY	\$2,000.00

OUT-OF-POCKET EXPENSES	01/01/2003
INDIVIDUAL	\$1,000.00
FAMILY	\$2,000.00

Deductibles and out-of-pocket expenses for retirees are subject to change.

Co-insurance will be 80%/20%. Any employee who retires may elect to transfer coverage for health insurance to any plan(s) offered by the Authority at the annual enrollment period or as a result of a life event which is defined as marriage, divorce or legal separation, birth or adoption of a child, adding or losing a dependent, death of a spouse or dependent, spouse becomes employed or unemployed, and employment status changes from full-time to part-time or the reverse.

Effective 7/1/04 – Employee shall contribute 15% of plan cost.

Effective 7/1/06 – Employee shall contribute 20% of plan cost.

The Indemnity Plan will offer a drug prescription card which will have a \$5.00 co-pay for generic drugs and \$10.00 for brand drugs **through 6/30/04..**

Effective 7/1/04 the retail prescription drug co-pay shall be \$10.00 for generic drugs and \$20.00 for brand drugs.

Retiring employees electing to remain in the Indemnity Plan shall be locked into the rates of contributions for the year of retirement. Contributions shall remain at that rate for the duration of eligibility and billings will be done on a quarterly basis. Failure of payment may result in termination of indemnity coverage. Deductibles and out-of-pocket expenses are subject to change.

7. Retirees will be responsible for providing accurate addresses for billing purposes.

POINT OF SERVICE PLAN

In Network

Co-pay \$10.00
Drug Prescription Plan: \$10.00 Brand Name
\$ 5.00 Generic

Effective 7/1/04, retail prescription drug co-pay shall be increased to \$10.00 for generic drugs and \$20.00 for brand name.

Effective 7/1/03, there shall be a \$0 for generic and \$0 for brand name prescription co-pay for mail-order drugs. Said co-pay shall be based on a minimum 90-day supply.

Effective 1/1/04, the gatekeeper function shall be eliminated (i.e referrals are no longer required).

Any employee living in an area in which a network primary physician is not within a fifteen (15) mile radius or a specialist is not within a thirty (30) mile radius will be allowed in the Indemnity Plan contribution free.

Out of Network

Deductible \$300.00 Individual
\$600.00 Family (aggregate)

Co-insurance 80% / 20%

Out of pocket Individual \$1,500.00
Family Aggregate \$3,000.00

HMO

Co-pay \$5.00
Prescriptions \$5.00

Effective 7/1/04, retail prescription drug co-pay shall be increased to \$10.00 for generic drugs, and \$20.00 for brand name.

Employee contributions to the plan shall be implemented as follows:

Effective 7/1/04 – 3% of premium

Effective 7/1/06 -- 5% of premium

8. Dental Plan - the Authority shall provide self-insured coverage dental insurance for all employees and eligible dependents at no cost to the employee. The above coverage takes place on the first of the month next following two (2) months after the effective date of hire. The orthodontia benefits provided herein shall be amended to provide the same benefits granted to employees covered by the agreement between the Authority and Local 196 I.F.P.T.E

The Authority shall provide a vision insurance plan providing payment for routine examination for the fitting of eye glasses, frames, and lenses with reimbursement on a scheduled indemnity basis. For the term of the 1999 through 2003 contract, the vision plan benefit totals shall be increased as follows:

Comprehensive Examination ---	\$10.00
Bifocal Lens -----	\$20.00
Frames -----	\$15.00
Contacts -----	\$10.00

Effective 7/1/05, the eyeglasses benefits regarding only lenses and frames shall be increased by \$5.00.

9. All employees will be provided a Hospital Surgical, Major Medical, Dental and Vision Booklet outlining in detail the provision of aforesaid plan. Final determination of the eligibility and reimbursement of any claim will be based upon the plan document as filed.
10. The existing medical plan shall be amended to provide for hospice care and for intravenous care at home.
11. The Authority shall have the right to change from a self-insured medical-surgical plan and dental plan to an insured plan provided that in no case shall the benefits payable to an employee or his/her eligible dependents under any such plan of a successor insurance carrier be less than said benefits currently under this Agreement.
12. In the event the Authority desires to change from a self-insured to an insured plan during the term of this Agreement, it shall notify the Union of such change and arrange for a meeting with the representatives for the purpose of explaining the change of carriers.
13. Supplementary Workers 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</u>	<u>Number of Weeks-Calendar Year at 80% of regular weekly pay</u>
1st year or fraction thereof	4 weeks at 80% of regular weekly pay

2nd, 3rd or 4th year	13 weeks at 80% of regular weekly pay
5th, 6th, 7th, 8th, & 9th year	26 weeks at 80% of regular weekly pay
10th, 11th, 12th, 13th & 14th year	39 weeks at 80% of regular weekly pay
15th year and after	52 weeks at 80% of regular weekly 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/her from the Authority's compensation insurance carrier.

Benefits covered under this plan are separate and distinct from those described in the accident and sick benefit plan.

14. Any employee who has passed his or her 40th birthday may, at the employee's option, receive an annual physical from a physician of the employee's choice, for which the Authority shall be obligated to pay up to fifty dollars (\$50.00) per annum.

SECTION XXVI - PENSIONS AND RETIREMENT

1. Full vacation allowance and compensatory days off for the calendar year of retirement will be granted to the extent not taken. Full sick days for the calendar year of retirement will be prorated, provided however, that such payment will not increase the three hundred (300) sick day cap.
2. Except as provided in paragraph 5 of this Section XXVI, the Authority will pay medical, hospitalization, major medical, dental and vision insurance for any employee who retires and for an employee's 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 if qualified.
 - a. Retirees under age 65 - Retirees will carry into retirement the same coverage they had prior to retirement.
 - b. 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. Effective April 2, 2000, reimbursement for Medicare Part B shall be eliminated for all active employees. Employees who retire after April 2, 2000, shall not be entitled to said reimbursement. Employees retiring prior to April 2, 2000, shall be entitled to Part B reimbursement payments.
 - c. Employees who retire after December 31, 1999, shall not receive non-revenue tickets.

For employees hired after July 1, 1989 to be eligible for retiree health benefits the employee must have completed ten (10) years of employment with the Authority.

Those employees brought into the bargaining unit after July 1, 2003 will be eligible for retiree health insurance benefits upon obtaining retirement on a disability pension or after twenty-five (25)-years or more of Garden State Parkway service or having reached the age of 62 or older with at least 15 years of Garden State Parkway service, except that employees hired pursuant to less stringent eligibility requirements shall continue to be eligible under those terms in effect at time of hire. Health insurance coverage for the retiree's dependent(s) (those employees covered by this provision) will be on the same terms as provided to dependents of retired employees in State service.

3. 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 retirement income.

Basically, the program provides each qualified employee with:

- a. A guaranteed retirement income for life based on the total years of service credit established in the system and final average salary
- b. Financial protection in case of disability or death
- c. Benefits in addition to Federal Social Security coverage
- d. Opportunity to participate in a supplemental annuity system by additional payroll deductions. In connection with (b) above, this system provides life insurance protection totaling three (3) times the employee's base salary. Of this, one (1) times annual salary is available at no cost.

4. Health benefits affecting retirees are as provided for in Section XXV.

5. Effective January 1, 2000 those employees who retire and elect to stay with the Indemnity Plan shall contribute according to the contribution schedule set forth in paragraph 7 of Section XXV. Said contributions shall not increase for the duration of health insurance eligibility. Contributions shall be locked at the rates set forth in the collective bargaining Agreement for the year of retirement. Contributions shall be made in advance on a quarterly basis. The Authority shall provide bills for the retirees in order to make timely payments. Employees who retire may elect to transfer coverage for health insurance to any plan(s) offered by the Authority.

SECTION XXVII - MISCELLANEOUS

1. In the event the Authority grants to its employees covered by other bargaining units a benefit not covered by this agreement then such benefit shall be applied to the employees covered by this agreement effective on the same date as such benefit affects such other employees. The term benefit shall be defined as meaning those benefits described as vacations, holidays, pensions, medical and health benefits.

2. This agreement may be modified or amended by the parties hereto during the term of this agreement by mutual agreement of the parties. Any such modification or amendment must be in writing and signed on behalf of the Authority by the Chairman of the Authority or the Executive Director and on behalf of the Union by the President and two (2) members of the Executive Board.
3. The Authority will continue, where it deems appropriate, to provide tuition reimbursement for job-related courses, including correspondence courses, to employees who wish to advance their education in established field of the Authority subject to prior approval of the Authority.
4. A labor management committee shall be established for the purpose of discussing areas of mutual concern and Authority union-employee relations, not necessarily subject to the grievance procedure. The committee shall consist of the Union's Executive Board and Human Resource Director, Operations Manager, or his designee, Safety Manager, Director of Maintenance or his designee. The Authority chairperson shall be an ex officio member of the committee. The committee shall meet at least once semi-annually on a date and time to be mutually agreed upon by the parties. Union officials shall be given paid time off to attend such meetings, including mileage at the contract rate, on a portal to portal basis.

TERM OF AGREEMENT

The term of this agreement will commence July 1, **2003** and shall be binding upon the Authority and the Union through June 30, **2007** 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 extension of this agreement, a desire to make a change in the agreement.

If either party gives notice to the other of the desire to change any of the terms of this agreement pursuant to paragraph 1 above, 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.

SIGNATURES

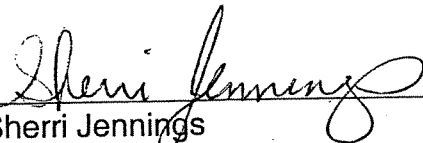
IN WITNESS WHEREOF, the parties have caused this Collective Negotiations Agreement to be executed under their hands and seals.

NEW JERSEY HIGHWAY AUTHORITY

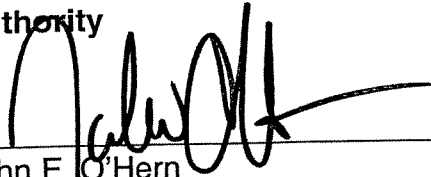
Date: 11/23/04 (10)



Timothy C. McDonough
Deputy Executive Director
Parkway Division

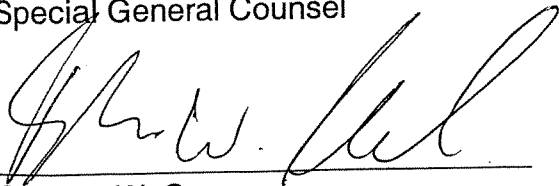
Attest: 
Sherri Jennings
Assistant Secretary

**FOR THE NEW JERSEY HIGHWAY
Authority**



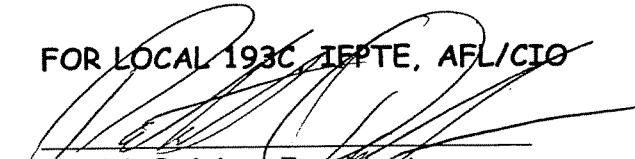
John F. O'Hern
Executive Assistant to the
Deputy Executive Director

Kevin P. McGovern, Esq.
Special General Counsel



Charles W. Creamer
Manager of Labor Relations

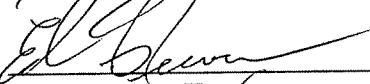
FOR LOCAL 193C, IFPTE, AFL/CIO



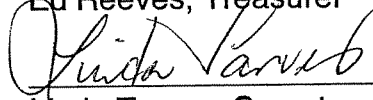
Patrick Quinlan, President



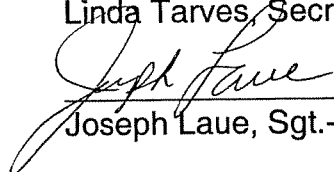
Matt Ferrano, Vice President



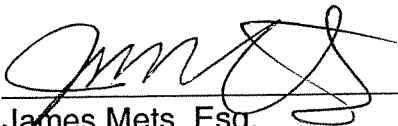
Ed Reeves, Treasurer



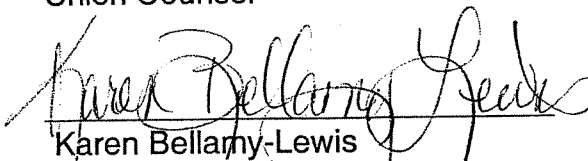
Linda Tarves, Secretary



Joseph Laue, Sgt.-at-Arms



James Mets, Esq.
Union Counsel



Karen Bellamy-Lewis
IFPTE International Rep.

SCHEDULE A

CREW SUPERVISORS SALARY SCHEDULE

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7/1/03	43,093	45,807	48,513	51,231	53,955	56,668	59,385	62,089	64,812	N/A
7/1/04	44,342	47,136	49,920	52,717	55,519	58,311	61,107	63,889	66,692	N/A
7/1/05	45,229	48,087	50,918	53,771	56,630	59,478	62,329	65,167	68,026	N/A
1/1/06	46,134	49,040	51,937	54,846	57,762	60,667	63,576	66,470	69,386	N/A
7/1/06	47,172	50,143	53,105	56,080	59,062	62,032	65,006	67,966	70,947	73,447
1/1/07	48,280	51,322	54,353	57,398	60,450	63,490	66,534	69,563	72,614	75,173

Effective 7/1/2006 a 10th step shall reflect an increase of Two Thousand Five Hundred and 00/100 (\$2,500) over the then-current top of range for each bargaining unit title. There shall be a twenty-four (24)-month eligibility requirement (i.e., the employee must be at step 9 for at least 24 months in order to move to step 10. Except as noted, employees whose work is satisfactory will be raised to the next step in their salary range after on year of employment in the prior step.

JOB SPECIFICATIONS - ALL JOB DESCRIPTIONS ARE FOR INFORMATIONAL PURPOSES ONLY

CREW SUPERVISOR, LANDSCAPE

Description:

The Crew Supervisor, Landscape works under the direction of a Crew Manager, and fulfills all responsibilities of front line supervision. He/she maintains a safe, convenient and attractive facility for the traveling public within an assigned geographical area of functional responsibility, in accordance with accepted standards.

Duties:

- ❖ Responsible for adherence to the Rules and Regulations Governing the Use of the Garden State Parkway.
- ❖ Responsible for knowledge and implementation of policies, procedures, and directives of the Authority or the maintenance department as it applies to the area of jurisdiction.
- ❖ Administers and interprets instructions or regulations as defined in Parkway regulations, the Labor Agreement and Personnel Policies and Procedures.
- ❖ Prepares, in conjunction with the Crew Manager, work schedules and is responsible for the carrying out of scheduled work in the most efficient way possible.
- ❖ Responsible for the daily work planning and organizing the assignment of work to the Landscape Crews.
- ❖ Responsible to determine the best procedure or method to accomplish daily landscape tasks.
- ❖ Responsible for the effective supervision of maintenance landscape personnel by the assignment of work schedules, locations, and on-the-job direction/guidance and instruction of subordinates.
- ❖ Responsible to be aware of, to correct, and report all landscape deficiencies requiring corrective action within the area of responsibility.
- ❖ Responsible for supporting and working with the Planning and Analysis Section in the implementation of the Maintenance Management System.
- ❖ Responsible to interpret and follow written direction and plans and to relate that direction to the work itself.
- ❖ Responsible for the training of subordinates regarding landscape methods and techniques.
- ❖ Insures that all employees are aware of and follow all safety procedures.
- ❖ Responsible for the accurate and complete submission of all Daily Time and Work Sheets regarding man hours, equipment and material usage. All submissions must ensure appropriately applies charges for each function performed.
- ❖ Makes recommendations concerning changes in the personnel assigned under his/her jurisdiction, including increases, decreases or reassignments.
- ❖ Responsible for the evaluation of employee performance during probation and completion of periodic reports on the progress of probationary personnel under his jurisdiction.
- ❖ Responsible for Performance Evaluations of assigned permanent employees including authority to set performance standards.

- ❖ Issues commendations or reprimands written in the form of Reminders of Performance as warranted.
- ❖ Recommends and/or initiates disciplinary action. Crew Supervisors shall be responsible for the preparation of disciplinary cases and for prosecution of said cases on behalf of the department in disciplinary hearings.
- ❖ Responsible to coordinate the activities of landscape maintenance forces and contractor personnel so that necessary improvements and repairs may proceed with minimum interruption of patron services.
- ❖ Responsible for the daily inspection of assigned equipment.
- ❖ Responsible for preventative maintenance measures on equipment.
- ❖ Responsible for the supervision of snow and ice control operations, making timely decisions for the rapid, and efficient removal of snow and ice from the Parkway.
- ❖ Responsible to be available for overtime in emergency road situations such as snow, accidents, road hazards, etc.
- ❖ Responsible for keeping inventory of pesticides within their maintenance yard.
- ❖ Responsible for all operators who spray and handle pesticide within district.
- ❖ Provides reports to central landscape office of all pesticide activities.
- ❖ Responsible to work on adjusted shifts to accommodate night time maintenance operations.
- ❖ Performs other related duties as may be delegated.

The aforementioned duties and responsibilities are appropriate and may be subject to additions or deletions. The job duties and responsibilities as they are written should in no way be interpreted to indicate that any additional functions deemed appropriate to be performed by the Crew Supervisor, Landscape is subject to any modification of the job specification itself.

Knowledge and Abilities

- ❖ Have exhibited some prior proficiency in the performance of the duties described.
- ❖ Knowledge in road and highway landscape activities.
- ❖ Ability to read, write, and communicate effectively in English.
- ❖ Ability to work with and supervise skilled, semi-skilled, and non-skilled employees.

❖ Ability to understand and use the Maintenance Management System.

Requirements:

- ❖ Minimum high school graduate or equivalent.
- ❖ A minimum of three (3) years supervisory experience, preferably in the field of highway landscape maintenance.
- ❖ Pass a written and/or oral examination tailored to the performance of the job duties required.
- ❖ Any landscape license required, such as core exam, and Pesticide Applicators License in category 6 (right of way). It is agreed between the parties that no present Crew Supervisor, Landscape will lose his or her job as a Crew Supervisor if he or she fails the Pesticide Applicator License examination. In such case, the Crew Supervisor will be given an opportunity to be assigned to another Crew Supervisor (non-landscape) position. It is also further agreed that the Authority will pay for the Pesticide Applicator License fee, and will provide at the Authority's expense training during regular working hours. The Authority will further assume the expense for any continuing education courses which may be required to maintain the Pesticide Applicators License. These agreements have been negotiated during the 1990-1991 negotiations.
- ❖ A Commercial's Driver's License (Class B) is required. Training will be provided by the Authority and at Authority's expense.

CREW SUPERVISOR, ROADWAY

Description:

The Crew Supervisor, Roadway works under the direction of a Crew Manager fulfilling all the responsibilities of front line supervision. The Crew Supervisor, Roadway maintains a safe, convenient, and attractive facility for the traveling public within an assigned geographical area or functional responsibility in accordance with accepted standards.

Duties:

- ❖ Responsible for adherence to the Rules and Regulations Governing the Use of the Garden State Parkway.
- ❖ Responsible for knowledge and implementation of policies, procedures, or directives of the Authority or the maintenance department as it applies to the assigned area of jurisdiction.

- ❖ Administers and interprets instructions or regulations as defined in Parkway regulations, the Labor Agreement and Personnel Policies and Procedures.
- ❖ Prepares, in conjunction with the Crew Manager, work schedules and responsible for the carrying out of scheduled work in the most efficient way possible.
- ❖ Responsible for the daily planning and organizing the assignment of work to the maintenance crews.
- ❖ Responsible to determine the best procedure or method to accomplish daily maintenance tasks.
- ❖ Responsible for the effective supervision of maintenance personnel by the assignment of work schedules, locations, and on-the-job direction/guidance and instruction of subordinates.
- ❖ Responsible to be aware of, to correct, and report all deficiencies requiring corrective action within the area of responsibility.
- ❖ Responsible to interpret and follow written direction and plans and to relate that direction to the work itself.
- ❖ Responsible for supporting and working with the Planning and Analysis Section in the implementation of the Maintenance Management System.
- ❖ Responsible for the training of subordinates regarding maintenance methods and techniques.
- ❖ Insures that all employees are aware of and follow all safety procedures.
- ❖ Responsible for the accurate and complete submission of all Daily Time and Work Sheets regarding man hours, equipment, and material usage. All Submissions must ensure appropriately applied charges for each function performed.
- ❖ Makes recommendations concerning changes in the personnel assigned under his/her jurisdiction, including increases, decreases or reassignments.
- ❖ Responsible for the evaluation of employee performance during probation and completion of periodic reports on the progress of probationary personnel under his jurisdiction.
- ❖ Responsible for performance evaluations of assigned permanent employees including authority to set performance standards.
- ❖ Issues commendations or reprimands written in the form of Reminders of Performance as warranted.

- ❖ Recommends and/or initiates disciplinary action. Crew Supervisors shall be responsible for the preparation of disciplinary cases and for prosecution of said cases on behalf of the department in disciplinary hearings.
- ❖ Responsible to coordinate the activities of maintenance forces and contractor personnel so that necessary improvements and repairs may proceed with minimum interruption of patron services.
- ❖ Responsible for the daily inspection of assigned equipment.
- ❖ Responsible for all preventative maintenance measures on equipment.
- ❖ Responsible for the supervision of snow and ice control operations, making timely decisions for the rapid, efficient removal of snow and ice from the Parkway.
- ❖ Responsible to be available for overtime in emergency road situations such as snow, accidents, road hazards, etc.
- ❖ Responsible to work on adjusted shifts to accommodate night time maintenance operations.
- ❖ Performs other related duties as may be delegated.

The aforementioned duties and responsibilities are appropriate and may be subject to additions or deletions. The job duties and responsibilities as they are written should in no way be interpreted to indicate that any additional functions deemed appropriate to be performed by the Crew Manager is subject to any modification of the job specification itself.

- ❖ Responsible to and may be called upon to substitute for Specialty Crew Supervisor.

Knowledge and Abilities

- ❖ Have exhibited some prior proficiency in the performance of the duties described.
- ❖ Knowledge in road and highway maintenance activities.
- ❖ Ability to read, write, and communicate effectively in English.
- ❖ Ability to work with and supervise skilled, semi-skilled, and non-skilled employees.
- ❖ Ability to understand and use the Maintenance Management System.

Requirements:

- ❖ Minimum high school graduate or equivalent.

- ❖ A minimum of three (3) years supervisory experience, preferably in the field of highway maintenance.
- ❖ Pass a written and/or oral examination tailored to the performance of the job duties required.
- ❖ Maintain a telephone at the employee's place of residence for immediate contact in possible road emergencies.
- ❖ A Commercial's Driver's License (Class B) is required. Training will be provided by the Authority and at Authority's expense.

CREW SUPERVISOR, GARAGE

Description:

The Crew Supervisor, Garage works under the direction of a Crew Manager fulfilling all the responsibilities of front line supervision. The Crew Supervisor, Garage maintains all equipment, including roadway, shop, stand-by emergency generators, and other department equipment in a safe and well maintained condition.

Duties:

- ❖ Responsible for adherence to the Rules and Regulations Governing the Use of the Garden State Parkway.
- ❖ Responsible for knowledge and implementation of policies, procedures, or directives of the Authority or the maintenance department as it applies to the assigned area of jurisdiction.
- ❖ Administers and interprets instructions or regulations as defined in Parkway regulations, the labor agreement and personnel policies and procedures.
- ❖ Prepares, in conjunction with the Crew Manager, work schedules and is responsible for the carrying out of scheduled work in the most efficient way possible.
- ❖ Responsible for daily planning, organizing, and assignment of work to shop personnel.
- ❖ Responsible to determine the best procedure or method to accomplish daily preventative maintenance and repair tasks.
- ❖ Responsible for the effective supervision of garage personnel by the assignment of work schedules and locations and on-the-job direction/guidance and instruction of subordinates.

❖ Responsible to be aware of, correct, and report all mechanical deficiencies requiring corrective action within the area of responsibility:

- ❖ Responsible to interpret and follow written direction and plans that relate to the direction to the work itself.
- ❖ Responsible for supporting and working with the Planning and Analysis Section in the implementation of the Maintenance Management System.
- ❖ Responsible for the training of subordinates.
- ❖ Insures that all employees are aware of and follow all safety procedures.
- ❖ Responsible for the accurate and complete submission of all Daily Time and Work Sheets regarding man hours, equipment and material usage. All submissions must ensure appropriately applied changes for each function performed.
- ❖ Makes recommendation concerning the possible reassignment in the personnel assigned under his jurisdiction.
- ❖ Responsible for the evaluation of employee performance during probation and completion of periodic reports on the progress of probationary personnel under his jurisdiction.
- ❖ Responsible for performance evaluations of assigned permanent employees including authority to set performance standards.
- ❖ Issues commendations or reprimands written in the form of Reminders of Performance as warranted.
- ❖ Recommends and/or initiates disciplinary action. Crew Supervisors shall be responsible for the preparation of disciplinary cases and for prosecution of said cases on behalf of the department in disciplinary hearings.
- ❖ Responsible for the daily inspection of assigned equipment.
- ❖ Responsible for the supervision of equipment personnel during snow and ice control operations.
- ❖ Responsible to be available for overtime in emergency road situations such as snow, accidents, road hazards, etc.
- ❖ Responsible to work on adjusted shifts to accommodate night time maintenance operations.
- ❖ Performs other related duties as may be delegated.

The aforementioned job duties and responsibilities are appropriate and may be subject to additions or deletions. The job duties and responsibilities as they are written should in no way be interpreted to indicate that any additional function deemed appropriate to be performed by the Crew Supervisor, Garage is subject to any modification of the job specification.

Knowledge and Abilities:

- ❖ Have exhibited some prior proficiency in the performance of the duties described.
- ❖ Knowledge in road and highway equipment maintenance and repairs.
- ❖ Ability to read, write, and communicate effectively in English.
- ❖ Ability to work with and supervise skilled, semi-skilled, and non-skilled employees.
- ❖ Ability to understand and use the Maintenance Management System.

Requirements:

- ❖ Minimum high school graduate or equivalent.
- ❖ A minimum of three (3) years supervisory experience, preferably in the field of highway/construction equipment maintenance.
- ❖ Pass a written and/or oral examination tailored to the performance of the job duties required.
- ❖ A Commercial Driver's License (Class B) is required. Training will be provided by the Authority and at Authority's expense.

CREW SUPERVISOR, PAINTING SERVICES

Description:

The Crew Supervisor, Painting Services works under the direction of the Crew Manager. The Crew Supervisor, Painting Services fulfills all responsibilities of front line supervision. The Crew Supervisor, Painting Services maintains a safe, convenient, and attractive facility for the traveling public within an assigned geographical area or functional responsibility in accordance with accepted standards.

Duties:

- ❖ Responsible for adherence to the Rules and Regulations Governing the Use of the Garden State Parkway.
- ❖ Responsible for knowledge and implementation of policies, procedures, or directive of the Authority or the maintenance department as they apply to his/her areas of jurisdiction.

Administers and interprets instructions or regulations as defined in Parkway regulations, the labor agreement and personnel policies and procedures.

- ❖ Prepares, in conjunction with the Crew Manager, work schedules and is responsible for the carrying out of scheduled work in the most efficient way possible.
- ❖ Responsible for daily planning, organizing, and assignment of work to the maintenance crews.
- ❖ Responsible to determine the best procedure or method to accomplish daily painting tasks.
- ❖ Responsible for the effective supervision of painting personnel by the assignment of work schedules and locations and on-the-job direction/guidance and instruction of subordinates.
- ❖ Responsible to be aware of, to correct, and report all deficiencies requiring corrective action within the area of responsibility.
- ❖ Responsible to interpret and follow written direction and to relate that direction to the work itself.
- ❖ Responsible for the training of subordinates regarding painting methods and techniques.
- ❖ Insures that all employees are aware of and follow all safety procedures.
- ❖ Responsible for the accurate and complete submission of all Daily Time and Work Sheets regarding man hours, equipment and material usage. All submissions must ensure appropriately applied changes for each function performed.
- ❖ Responsible for supporting and working with the Planning and Analysis Section in the implementation of the Maintenance Management System.
- ❖ Makes recommendation concerning changes in the personnel assigned under his jurisdiction.
- ❖ Responsible for the evaluation of employee performance during probation and completion of periodic reports on the progress of probationary personnel under his jurisdiction.
- ❖ Responsible for performance evaluations of assigned permanent employees including authority to set performance standards.
- ❖ Issues commendations or reprimands written in the form of Reminders of Performance as warranted.

- ❖ Recommends and/or initiates disciplinary action. Crew Supervisors shall be responsible for the preparation of disciplinary cases and for prosecution of said cases on behalf of the department in disciplinary hearings.
- ❖ Responsible to coordinate the activities of maintenance forces and contractor personnel so that necessary improvements and repairs may proceed with minimum interruption of patron services.
- ❖ Responsible for the daily inspection of assigned equipment. Responsible for preventative maintenance measures on equipment.
- ❖ Responsible for the supervision of snow and ice control operations, making timely decisions for the rapid and efficient removal of snow and ice from the Parkway.
- ❖ Responsible to be available for overtime in emergency road situations such as snow, accidents, road hazards, etc.
- ❖ Responsible to work on adjusted shifts to accommodate night time maintenance operations.
- ❖ Performs other related duties as may be delegated.

The aforementioned job duties and responsibilities are appropriate and may be subject to additions or deletions. The job duties and responsibilities as they are written should in no way be interpreted to indicate that any additional function deemed appropriate to be performed by the Crew Supervisor, Painting Services is subject to any modification of the job specification.

Knowledge and Abilities:

- ❖ Have exhibited some prior proficiency in the performance of the duties described.
- ❖ Knowledge in road and highway maintenance activities.
- ❖ Ability to read, write, and communicate effectively in English.
- ❖ Ability to supervise skilled, semi-skilled, and non-skilled employees.
- ❖ Ability to understand and use the Maintenance Management System.

Requirements:

- ❖ Minimum high school graduate or equivalent.
- ❖ A minimum of three (3) years supervisory experience preferably in the field of commercial or structural painting.
- ❖ Pass a written and/or oral examination tailored to the performance of the job duties required.

A Commercial's Driver's License (Class B) is required. Training will be provided by the Authority and at Authority's expense.

CREW SUPERVISOR, PAVEMENT MARKING

Description:

The Crew Supervisor, Pavement Marking works under the direction of the Crew Manager fulfilling all responsibilities of front line supervision. The Crew Supervisor, Pavement Marking maintains a safe, convenient, and attractive facility for the traveling public within an assigned geographical area or functional responsibility in accordance with accepted standards.

Duties:

- ❖ Responsible for adherence to the Rules and Regulations Governing the Use of the Garden State Parkway.
- ❖ Responsible for knowledge and implementation of policies, procedures, or directive of the Authority or the maintenance department as they apply to his/her areas of jurisdiction.
- ❖ Administers and interprets instructions or regulations as defined in Parkway regulations, the labor agreement and personnel policies and procedures.
- ❖ Prepares, in conjunction with the Crew Manager, work schedules and is responsible for the carrying out of scheduled work in the most efficient way possible.
- ❖ Responsible for daily planning, organizing the assignment of work to the pavement marking crews.
- ❖ Responsible to determine the best procedure or method to accomplish daily tasks.
- ❖ Responsible for the effective supervision of pavement marking personnel by the assignment of work schedules, locations, and on-the-job direction/guidance and instruction of subordinates.
- ❖ Responsible to be aware of, correct, and report all pavement marking deficiencies requiring corrective action within the area of responsibility.
- ❖ Responsible to interpret and follow written direction and plans and to relate that direction to the work itself.
- ❖ Responsible for supporting and working with the Planning and Analysis Section in the implementation of the Maintenance Management System.

- ❖ Responsible for the training of subordinates regarding maintenance methods and techniques.
- ❖ Insures that all employees are aware of and follow all safety procedures.
- ❖ Responsible for the accurate and complete submission of all Daily Time and Work Sheets regarding man hours, equipment and material usage. All submissions must ensure appropriately applied changes for each function performed.
- ❖ Makes recommendation concerning changes in the personnel assigned under his jurisdiction including increases, decreases, or reassignments.
- ❖ Responsible for the evaluation of employee performance during probation and completion of periodic reports on the progress of probationary personnel under his jurisdiction.
- ❖ Responsible for performance evaluations of assigned permanent employees including authority to set performance standards.
- ❖ Issues commendations or reprimands written in the form of Reminders of Performance as warranted.
- ❖ Recommends and/or initiates disciplinary action. Crew Supervisors shall be responsible for the preparation of disciplinary cases and for prosecution of said cases on behalf of the department in disciplinary hearings.
- ❖ Responsible to coordinate the activities of maintenance forces and contractor personnel so that necessary improvements and repairs may proceed with minimum interruption of patron services.
- ❖ Responsible for the daily inspection of assigned equipment. Responsible for preventative maintenance measures on equipment.
- ❖ Responsible for the supervision of snow and ice control operations, making timely decisions for the rapid and efficient removal of snow and ice from the Parkway.
- ❖ Responsible to be available for overtime in emergency road situations such as snow, accidents, road hazards, etc.
- ❖ Responsible to work on adjusted shifts to accommodate night time maintenance operations.
- ❖ Performs other related duties as may be delegated.

The aforementioned job duties and responsibilities are appropriate and may be subject to additions or deletions. The job duties and responsibilities as they are written should in no way

be interpreted to indicate that any additional function deemed appropriate to be performed by the Crew Supervisor, Pavement Marking is subject to any modification of the job specification.

Knowledge and Abilities:

- ❖ Have exhibited some prior proficiency in the performance of the duties described.
- ❖ Knowledge in road and highway maintenance activities.
- ❖ Ability to read, write, and communicate effectively in English.
- ❖ Ability to supervise skilled, semi-skilled, and non-skilled employees.
- ❖ Ability to understand and use the Maintenance Management System.

Requirements:

- ❖ Minimum high school graduate or equivalent.
- ❖ A minimum of three (3) years supervisory experience preferably in the field of highway maintenance.
- ❖ Pass a written and/or oral examination tailored to the performance of the job duties required.
- ❖ Maintain a telephone at the employee's place of residence for immediate contact in possible road emergencies.
- ❖ A Commercial Driver's License (Class B) is required. Training will be provided by the Authority and at Authority's expense.

CREW SUPERVISOR, SIGN FABRICATION

Description:

The Crew Supervisor, Sign Fabrication works under the direction of the Crew Manager fulfilling all responsibilities of front line supervision. He/she supervises the fabrication of signs and other special projects, i.e. events signs, as required.

Duties:

- ❖ Responsible for adherence to the Rules and Regulations Governing the Use of the Garden State Parkway.
- ❖ Responsible for knowledge and implementation of policies, procedures, or directive of the Authority or the maintenance department as they apply to his/her areas of jurisdiction.

- ❖ Administers and interprets instructions or regulations as defined in Parkway regulations, the labor agreement and personnel policies and procedures.
- ❖ Prepares, in conjunction with the Crew Manager, work schedules and is responsible for the carrying out of scheduled work in the most efficient way possible.
- ❖ Responsible for daily planning, organizing, and assignment of work for the sign shop.
- ❖ Responsible to determine the best procedure or method to accomplish daily sign fabrication.
- ❖ Responsible for the effective supervision of sign shop personnel by the assignment of work schedules, locations, and on-the-job direction/guidance and instruction of subordinates regarding sign fabrication methods and techniques.
- ❖ Responsible to be aware of, correct, and report all deficiencies requiring corrective action within the area of responsibility.
- ❖ Responsible to interpret and follow written direction and plans and to relate that direction to the work itself.
- ❖ Responsible for supporting and working with the Planning and Analysis Section in the implementation of the Maintenance Management System.
- ❖ Responsible to interpret and follow written direction and plans to relate that direction to the work itself.
- ❖ Insures that all employees are aware of and follow all safety procedures.
- ❖ Responsible for the accurate and complete submission of all Daily Time and Work Sheets regarding man hours, equipment and material usage. All submissions must ensure appropriately applied changes for each function performed.
- ❖ Makes recommendation concerning changes in the personnel assigned under his jurisdiction including increases, decreases, or reassignments.
- ❖ Responsible for the evaluation of employee performance during probation and completion of periodic reports on the progress of probationary personnel under his jurisdiction.
- ❖ Responsible for performance evaluations of assigned permanent employees including authority to set performance standards.
- ❖ Issues commendations or reprimands written in the form of Reminders of Performance as warranted.

❖ Recommends and/or initiates disciplinary action. Crew Supervisors shall be responsible for the preparation of disciplinary cases and for prosecution of said cases on behalf of the department in disciplinary hearings.

❖ Responsible for the daily inspection of assigned equipment.

❖ Responsible for maintaining an efficient and safe facility.

❖ Responsible for the supervision of snow and ice control operations.

❖ Responsible to be available for overtime in emergency road situations such as snow, accidents, road hazards, etc.

❖ Responsible to work on adjusted shifts to accommodate night time maintenance operations.

❖ Performs other related duties as may be delegated.

The aforementioned job duties and responsibilities are appropriate and may be subject to additions or deletions. The job duties and responsibilities as they are written should in no way be interpreted to indicate that any additional function deemed appropriate to be performed by the Crew Supervisor, Sign Shop is subject to any modification of the job specification.

Knowledge and Abilities:

❖ Have exhibited some prior proficiency in the performance of the duties described.

❖ Knowledge in road and highway sign fabrication.

❖ Ability to read, write, and communicate effectively in English.

❖ Ability to supervise skilled, semi-skilled, and non-skilled employees.

❖ Ability to understand and use the Maintenance Management System.

Requirements:

❖ Minimum high school graduate or equivalent.

❖ A minimum of three (3) years supervisory experience preferably in the field of sign fabrication.

❖ Pass a written and/or oral examination tailored to the performance of the job duties required.

❖ A Commercial Driver's License (Class B) is required. Training will be provided by the Authority and at Authority's expense.

EQUIPMENT TRAINER

Description:

The Equipment Trainer works under the direction of the Maintenance Administrative Manager. The Trainer implements training programs for the maintenance department.

Duties:

- ❖ Responsible for adherence to the Rules and Regulations Governing the Use of the Garden State Parkway.
- ❖ Responsible for knowledge and implementation of policies, procedures, or directive of the Authority or the maintenance department as they apply to his/her area of responsibility.
- ❖ Responsible for knowledge and implementation of all manuals issued to maintenance and equipment personnel.
- ❖ Prepares, in conjunction with District Managers, weekly and monthly training schedules and assures the distribution of same.
- ❖ Responsible for developing, submitting for approval, and implementing training programs.
- ❖ Acts as Crew Supervisor when needed and is responsible for the supervision of all personnel and equipment while training is being conducted.
- ❖ Responsible to train maintenance employees on all equipment including methods as the relate to operation, safety, and maintenance in accordance with the bargaining agreement.
- ❖ Responsible to initiate and assure that complete training records are maintained.
- ❖ Responsible to report any deficiencies in equipment used for training.
- ❖ Responsible for learning the operation and maintenance of new equipment as it is received by the Authority.
- ❖ Responsible to be available in a supervisory capacity for overtime in emergency situations such as snow and ice storms.
- ❖ Responsible to make written evaluations, as required, of employee being trained.

Performs related duties as may be delegated..

The aforementioned job duties and responsibilities are appropriate and may be subject to additions or deletions. The job duties and responsibilities as they are written should in no way be interpreted to indicate that any additional function deemed appropriate to be performed by the Equipment Trainer is subject to any modification in the job specification.

Knowledge and Abilities:

- ❖ Extensive knowledge of the operation and maintenance of heavy construction and/or road maintenance and construction equipment.
- ❖ Ability to express himself and be understood as this communication relates to training skilled, semi-skilled, and non-skilled employees.

Requirements:

- ❖ Minimum high school graduate or equivalent.
- ❖ A Commercial Driver's License (Class A) is required. Training will be provided by the Authority and at Authority's expense.
- ❖ A minimum of ten (10) years experience in the operation and maintenance of construction or maintenance equipment.
- ❖ Technical experience or background in the related area may be substituted for or supplement the actual operating experience.
- ❖ Maintain a telephone at the employee's place of residence for the purpose of establishing immediate contact with the employer for possible road emergencies.

ADDENDUM "A"

December 29, 1999

Mr. Patrick D. Quinlan
President
IFPTE, Local #193C
20 Surrey Lane
Parlin, New Jersey 08859

Re: Addendum "A"
Commercial Driver's License

Dear Mr. Quinlan:

It is agreed between the parties that the New Jersey Highway Authority and IFPTE, Local #193C that any current non-licensed Crew Supervisor who fails to acquire a Commercial Driver's License will not be penalized as a result of same.

Sincerely,

Dan Noxon
Director of Maintenance



Charles W. Creamer
Manager of Labor Relations

I HAVE READ THE FOREGOING
AND ACCEPT THE TERMS:

Patrick D. Quinlan
President, IFPTE, Local #193C