

AGREEMENT BETWEEN
NEW JERSEY HIGHWAY AUTHORITY

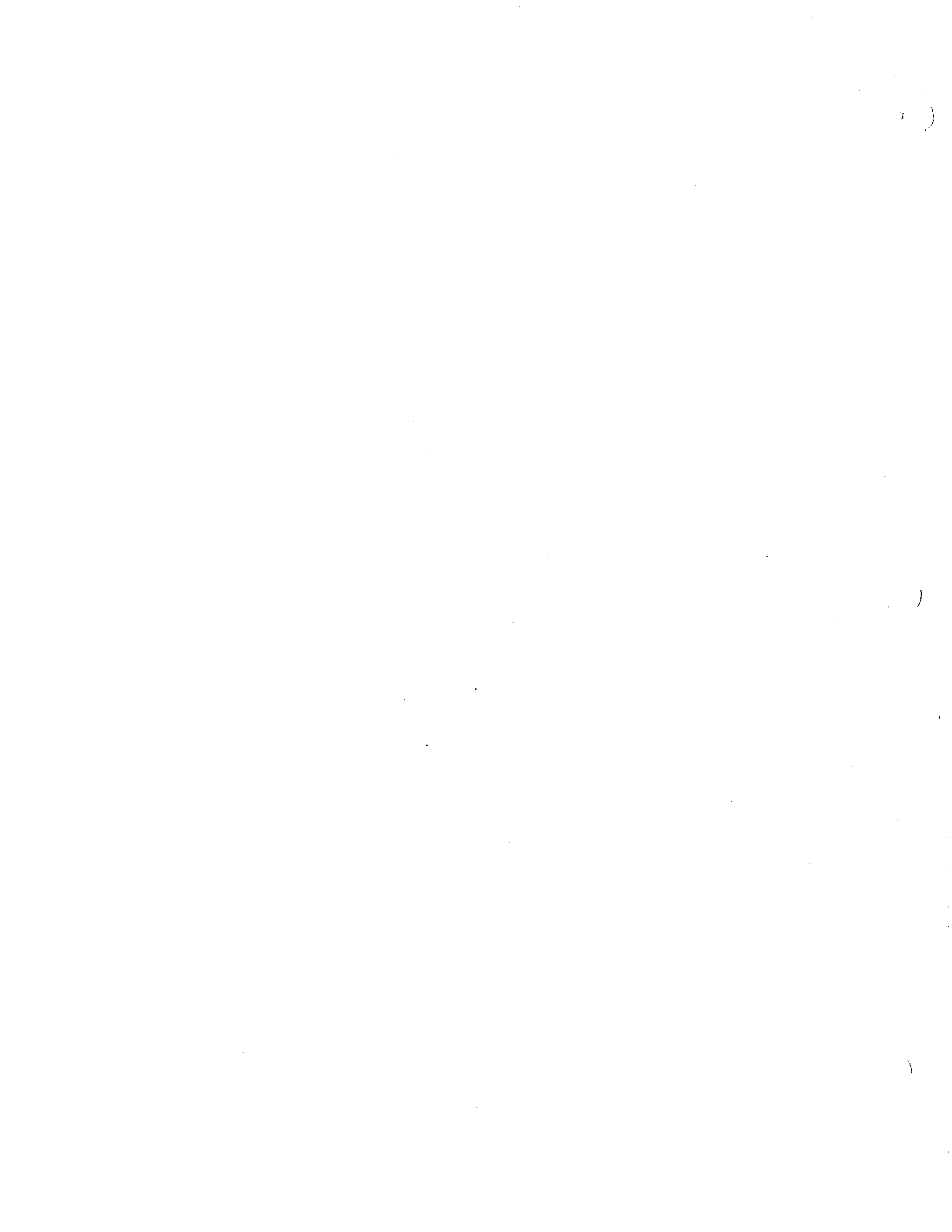
AND

LOCAL 196, AFL-CIO
IFP and TE

JULY 1, 2003

THROUGH

JUNE 30, 2007



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AGREEMENT

This Agreement, made and entered into as of July 1, 2003, and effective until midnight June 30, 2007, is between the New Jersey Highway Authority, hereinafter referred to as the "Authority", and Local 196, International Federation of Professional and Technical Engineers, AFL/CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

A. The Authority recognizes the Union as the Sole Bargaining Agent, pursuant to Chapter 303. P.L. 1975, of all employees including Toll Collectors, Maintenance Person 1, Maintenance Person 2, Maintenance Person General, Maintenance Specialists, Mechanic Specialists, Mechanic 1, Mechanic 2, Sign Fabricator Specialist, Sign Fabricator 1, Sign Fabricator 2, Maintenance Person 1-Landscape; Maintenance Person General-Landscape, Specialist-Landscape; Painter, General Painter, Specialist-Painter, General Line Painter/Pavement Reflectors, Specialist-Line Painter/Pavement Reflectors, Toll Violator Officer, excluding all temporary or part-time employees, Assistant Plaza Supervisors, Plaza Supervisors and Crew Supervisors.

B. AGENCY SHOP

Effective July 24, 1981, each employee covered by this Agreement shall, as a condition of employment, be required to pay a "fair-share" fee equal to eighty-five percent (85%) of the normal dues and initiation fee and assessments of Local #196, Chapter #1, I.F.P.T.E., AFL/CIO, unless such employee is a member of the Union. Fees deducted from such employee's salary shall be transmitted to Local #196, I.F.P.T.E. in the same manner as regular dues. The Union shall certify to the Authority that the amount of said fees are as permitted by law.

C. It is recognized by the Authority and Local 196 that because the work performed by Maintenance Person 2 and Toll Violator Officers is dissimilar in skill and responsibility to that performed by Toll Collectors and Maintenance employees, all provisions of the Agreement which have general application (i.e., do not distinguish between Toll Collectors or Maintenance Persons) shall become applicable to Maintenance Person 2 and Toll Violator Officers. Those provisions of the Agreement which are specifically applicable to Toll Collectors and Maintenance Persons shall only apply to Toll Violator Officers as specifically agreed upon by the parties and set forth in the Agreement.

ARTICLE II - INTENT AND PURPOSE

Section 1

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

- (a) Union Officers, Stewards and/or Representatives shall not be discriminated against, interfered with, restrained or coerced by the Authority because of any Union activity in conjunction with this Agreement or law.

Section 2

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

ARTICLE III - HOURS OF WORK AND OVERTIME

A. Maintenance

Section 1

- (a) The normal workweek for Maintenance employees shall be Monday to Friday inclusive, and shall be forty (40) hours per week, eight (8) hours per day. The regular work hours shall be from 7:00 a.m. to 3:00 p.m., with paid lunch and wash-up time from 11:45 a.m. to 12:30 p.m. With at least two weeks advance notice to the Union, and the affected employees, the Authority may adjust the eight- (8) hour workday to begin between the hours of 6:00 a.m. and 8:00 a.m. In any such event, the lunch and wash-up period shall be adjusted accordingly. Any employee working through his/her lunch hour shall be compensated at one and one half (1 1/2) X his/her regular rate for such work.
- (b) The normal work hours for Maintenance employees on the night shift shall commence at 9:00 p.m. and end at 7:00 a.m. The night shift workweek will be from 9:00 p.m. Monday night through 7:00 a.m. Friday morning, and shall be forty (40) hours per week, ten (10) hours per night. The night shift may be instituted at the discretion of management, provided that the Authority shall give a minimum of two (2) weeks notice of the commencement of the shift and two (2) weeks notice of the termination of the shift to the employees affected and to the Union. The ten- (10) hour workday will be governed by the following conditions:
1. There will be a fifteen (15) minute break in the first three (3) hours, a forty-five (45) minute meal break mid-shift, and a fifteen (15) minute break during the last three (3) hours of the shift.
 2. While the first work day begins at 9:00 p.m. Monday, for all purposes the workweek shall be considered Tuesday through Friday.
 3. Holiday pay shall consist of ten- (10) hours pay at straight time. Employees who work on a holiday shall be paid in accordance with Article III, C, Section 5(b). Should a holiday fall or be celebrated on a Monday, for purposes of the ten (10) hour shift employees it will be celebrated on the following Tuesday (commencing 9:00 p.m. Monday through 7:00 a.m. Tuesday).
 4. Overtime will be paid in accordance with the collective negotiations agreement, except that Section C, General, Section 5, paragraph 1 shall be deemed to provide that employees will be paid time and one half for overtime worked in excess of ten (10) hours in any work day, or for overtime worked in excess of forty (40) hours in any given work week.
 5. All other benefit time, including vacations, sick time, comp. days, SAP days and other benefit days, shall be paid in increments of ten (10) hours. Employees on a ten (10) hour work day shall receive a bank of hours annually for all such accrued benefit time (i.e., vacation, comp. days, sick days, SAP days etc.). Hours shall be determined as follows: number of benefit days X eight (8) hours per day. Any accrued benefit time shall be applied against the appropriate "bank."
- (c) Assignment to the night shift will be made and posted by the Director of Maintenance, or his/her designee, two (2) weeks prior to the start of the night shift and every three- (3) weeks thereafter until completion of the night shift.
- (d) Such assignment shall be by inverse order of seniority in each classification, based upon the classification groupings under C. GENERAL, Section #6(b), in each Yard.
- (e) Opportunity will be provided for unassigned employees in classification and Yard to volunteer within seven (7) days of date of posting. Such volunteers shall replace assigned employees on the basis of seniority, i.e.; Assigned employee with the most seniority of those assigned will be replaced by the volunteering employee who has greater seniority. In the event the volunteer has less seniority than any of those assigned, replacement shall be made only of those who do not wish to work, in order of their seniority. Such replacement of assigned employees by volunteers shall be within the classification and Yard for that respective tour only. Employees, who wish to continue as volunteers, must volunteer on each posting every three- (3) weeks.

- (f) In the event an employee claims he/she is unable to work the night shift because of extenuating circumstances, he/she will present these circumstances in writing to the Director of Maintenance or his/her designee. The Authority will give consideration to extenuating circumstances, which would prevent an employee from working the night shift. This does not apply to instant cases such as illness, emergency, etc., which will be handled on an individual basis.
- (g) Maintenance Persons 2 shall have a normal workweek from Monday through Sunday, inclusive, of forty (40) hours per week, eight (8) hours per day. The schedule for Maintenance Persons 2 shall be five (5) days on and two (2) consecutive days off, subject to critical staffing requirements, each day including a one-half (1/2) hour paid lunch break and two 15-minute paid breaks, one in the morning and one in the afternoon. The current shift hours are from 6:00 a.m. to 2:00 p.m. or 7:00 a.m. to 3:00 p.m. The Authority may implement other shift schedules as needed, on two weeks' prior notice to Local 196, but if the Authority institutes a night shift (work commencing after 4:00 p.m.) it shall negotiate with the Union concerning the night shift premium, if any, to be paid.

Section 2

Maintenance employees who are ten (10) minutes late or less shall not be docked. If late more than ten (10) minutes, employees shall be docked for actual time late including such ten- (10) minutes. Time cards to remain in card rack at least one-half hour after starting time.

Section 3

- (a) Maintenance employees who are called in on a non-scheduled basis will be guaranteed four (4) hours. In emergency conditions, pay for arrival to work will be calculated to the nearest fifteen- (15) minutes.
- (b) Maintenance employees who are required during an ice, snowstorm or emergency to report for work outside of their regular shifts shall receive, in addition to their overtime pay, for the hours worked, an additional payment equal to one (1) hour's pay, at overtime rate, and if a holiday double time, unless the holiday is one set forth in Article XI, "A" - (Holidays) Sec. 3, C. "Holidays" for which a bonus is paid, which is intended to compensate them for the time spent from leaving their homes to arrival on the job. Rest breaks shall be provided at reasonable intervals during ice, snowstorms or emergency conditions.

Section 4

Any overtime work performed by Maintenance Employees prior or subsequent to and continuous with the start or end of a regularly scheduled shift will be paid solely on the basis of time and one-half (1 1/2) pay for hours worked prior or subsequent to the normal starting or ending time.

Section 5

In Maintenance, one daily break period, in the morning, to be specified by supervision.

Section 6

A reasonable amount of time will be given to Maintenance Employees for wash up or clean up at quitting time. Waterless soap will be supplied for use by employees. Maintenance employees shall, at all times, have available for their use a sun screen protection lotion/cream of at least a #20 rating.

Section 7

Whenever a Maintenance employee has worked overtime and such overtime is concluded at the beginning of his/her normal workday or during his/her normal workday, such employee will be permitted to continue to work the remainder of his/her normal workday. However, provided that an employee has worked sixteen (16) or more hours, if the employee elects, at his/her option, not to work during such normal work day, he/she shall not be charged with an absence and can elect to use either a remaining paid sick day, paid vacation day or paid personal day.

B. Tolls

Section 1

- (a) The normal schedule for Toll employees shall be forty (40) hours per week, eight (8) hours per day, twenty (20) work days in the span of a scheduled twenty-eight (28) day period. A 28-day schedule will be posted two (2) weeks in advance. Any mutual exchange of tours must be arranged at least one week in advance and, with proper notice by the employees, shall not be unreasonably denied. Denials shall be in writing and shall set forth the reason. Double switches and emergency changes will be approved at the option of the Authority.

- (b) Lane schedules will be posted by 12:00 noon of the Friday prior to the Monday weekly starting schedule.

In the event of an emergency, the schedule may be changed. The Supervisor will notify the collector being changed of the reason for such change.

- (c) Toll Collectors will receive a forty-five minute lunch and twenty-five minute break at their plazas. Lunch shall not be given in the first two hours or last two hours of the shift. Toll Collectors will not be required to perform work during their breaks.
- (d) Toll Collectors assigned to ramp duty shall receive a one-hour paid lunch period. This is in addition to their usual break periods. This is intended to compensate these employees for the time involved in traveling from the plaza to and from the ramp.
- (e) The Authority will pay Toll Collectors who have actually worked at least 1,000 hours during the preceding contract year (July 1 to June 30) the following for banking out:

7/1/2003	--	\$1525.00
7/1/2004	--	\$1,550.00
7/1/2005	--	\$1,575.00
7/1/2006	--	\$1,600.00

A Toll Collector hired after January 1 of the contract year who has worked less than 1000 hours but more than 500 hours by the end of the contract year (June 30) in which they were hired will be paid the following for banking out:

7/1/2003	--	\$762.50
7/1/2004	--	\$775.00
7/1/2005	--	\$787.50
7/1/2006	--	\$800.00

- (f) Whenever Toll Collectors train/instruct Summer Temps or new hires, such Collector shall be compensated at the CAP/WOC rate for all such time spent training/instructing.

Section 2

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

(a) Selection

Toll Collectors will select their preferred steady shifts annually, in order of seniority, from the authorized positions at each Plaza, August 15, for the first schedule of the following year.

Selections will be made by Plazas.

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

Shifts not selected will be assigned.

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

(b) Relief Position

1. Relief collectors shall be assigned to each plaza, either on the two or three shift series, which shall be selected according to seniority. Relief collector positions assigned to each plaza will be posted so that all second shift relief collector positions will be assigned to cover absences and vacancies within the second shift series and all third shift relief collector positions will be assigned to cover absences and vacancies within the third shift series. Relief collectors will rotate within their selected series, with their days off to change with the start of each newly posted schedule. If there are no absences or vacancies, the relief shift posted will be the shift assigned to work.
 - (A) Should it become necessary to alter the posted schedule because of unscheduled absences or vacancies, the least senior relief collector within the same shift series will be assigned, if possible, otherwise the assignment to be made by inverse order of seniority. However, the option is given to the senior relief collector to accept such assignment.

- (B) Should it become necessary to assign a relief collector to a shift other than his normal shift series, the least senior relief collector will be assigned.
 - (C) A permanent relief Collector can elect to have a Summer Temp, on the same shift, fill the vacancy outlined in either (A) or (B) above.
2. In the event that the assignment of the relief collector (in A or B above) results in a scheduled double shift (sixteen consecutive hours), an attempt will be made to change the days off of the least senior person, provided that such person shall be given two consecutive days off.
 3. Because of the possibility of unscheduled absences or vacancies, it is understood that all relief collector schedules or days off are subject to change to obtain the required manning for each tour of duty.
 4. The number of relief collector positions will vary at each plaza, depending upon the number of collectors assigned.
 5. Should any change be made in the number of relief collectors at any given plaza, a discussion will be had with the Union concerning such changes prior to the implementation of the change.

(c) Reassignment

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

- (1) When a temporary employee is assigned to the tour, he/she will be the person reassigned.
- (2) In the absence of a temporary Collector, the least senior Collector will be reassigned. A probationary Collector will be subject to reassignment after he/she has accumulated two (2) weeks of Collector experience.
- (3) When it is necessary for Key to Key relief that a Collector be held over or called in early when reassigned, hold-over or early call-in time will be compensated at overtime rate calculated to the next higher quarter hour.
- (4) The Collectors may be assigned to fill unscheduled absences at their Plazas or at adjoining mainline Plazas or interim Plazas, if required. Any such assignment will be in inverse order of seniority.

(d) Vacated Shifts/Collectors

Any shift vacated or created by retirement, termination, quit, promotion, transfer or any other reason will be posted for bids at the Plaza where the vacancy occurs. Such posting shall be put up for bid within forty-eight (48) hours of the occurrence of the vacancy and taken down five (5) days later. Any vacated shift(s) resulting from the initial vacancy/bid will also be posted as outlined above; likewise all other vacancies subsequently created. If there are no bids under the above procedure, such vacancy shall be posted for a period of five (5) calendar days in all other Toll Plazas. If there are no bids under the above procedure, such vacancy shall be posted for a period of five (5) working days in all Maintenance Yards.

Upon return to work of the absent collector, all collectors shall assume their originally scheduled slots.

(e) Vacated Shifts/Maintenance

- (1) If vacancy is not filled within Maintenance Yard, then the position will be posted in other Maintenance Yards for a period of five (5) working days.
- (2) If position is not bid within said period, then same will be posted for a period of five (5) calendar days in all Toll Plazas.

All transfers hereunder will be made on the basis of seniority provided employee qualifies for the bid position.

(f) Leave of Absence/Return to Work

Whenever an employee is granted a leave of absence for one (1) month or less, said employee's position and shift shall be filled by a temporary employee. Should the leave be for a duration of more than one (1) month and known in advance, the vacancy and the shift shall immediately be posted following the above listed procedure. Should a one

(1) month leave (or less) be extended over the one (1) month period, then such position and shift shall be posted immediately upon granting of the extension under the same procedure listed above.

Upon return to work of the absent employee, all employees shall assume their originally scheduled slots (in the case of tolls) or their originally scheduled yard and job title (in the case of maintenance).

(g) Transfers/Tolls and Maintenance

Tolls employees shall have no right to automatic transfer to the Roadway Maintenance Division. However, those tolls employees having background training or experience in skills corresponding to the job descriptions for the Maintenance Division will be eligible to compete for posted Maintenance positions, and will be considered along with all other candidates from any other source. The Director of Maintenance shall make the final decision respecting the most suitable candidate. In making such determination he shall, in addition to considering job skills and ability, consider the tolls employee's past record of performance with the Authority, including the employee's discipline and attendance records. The Authority agrees to include preferred qualifications for the position as part of the posting of that position.

Should the Union grieve the decision of the Director of Maintenance, the hearing officer or arbitrator, as the case may be, is limited to determining solely whether the Director of Maintenance, in selecting the candidate, acted arbitrarily or capriciously and the Union shall bear the burden of proof as to the foregoing standards. If the arbitrator rules in favor of the employee, he/she shall be awarded the job. Maintenance personnel submitting bids for transfer to the Tolls Division, and tolls personnel submitting bids to the Maintenance Division, who are deemed unacceptable candidates, will not be reconsidered for a period of six (6) months.

(1) MAINTENANCE

If vacancy is not filled within Maintenance Yard, then the position will be posted in other Maintenance Yards for a period of five (5) working days.

If position is not filled within said period, then same will be posted for a period of five (5) calendar days in all Toll Plazas. Maintenance Persons 2 may bid pursuant to Section 6 hereafter.

(2) TOLLS

If vacancies are not filled under Article III (B), Section 2(d) Vacated Shifts, of this Agreement, then such vacancy shall be posted for a period of five (5) calendar days in all other Toll Plazas.

If position is not filled, then same shall be posted for five (5) working days in all Maintenance Yards. Maintenance Persons 2 may bid pursuant to Section 6 hereafter.

(3) Any employee transferred under the above procedure, except those transferred from department to department (Maintenance to Tolls or vice versa), shall for a period of one (1) year from the date of said transfer be placed at the bottom of the existing seniority list at the time of transfer for the purposes of promotions, selection of shifts, scheduling, vacations and the Collector Advancement Program.

(4) Any employee transferred from department to department (Maintenance to Tolls or vice versa) hereunder shall be placed at the bottom of the seniority list for all purposes, except in the event of lay-off or bumping, and seniority in such department and yard or plaza shall commence as of the date of the transfer.

(5) Copies of all Bid postings shall be supplied to the Union within seventy-two (72) hours after posting is removed.

(h) Shift Series Schedules

The present shift series reporting times will remain in effect.

TOLL SHIFT SCHEDULES

Shift No. 1 (A-C)

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

Shift No. 2 (A-F)

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

Shift No. 3 (A-E)

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

Shift No. 4

- A. 5:00 a.m./ 1:00.p.m.
- B. 5:30 a.m./ 1:30 p.m.
- C. 1:00 p.m./ 9:00 p.m.
- D. 1:30 p.m./ 9:30 p.m.

Shift No.4 group shall only be applied at the ramps, not to include ramp-plazas. Should the employer intend to implement said shifts at Toll Plazas or ramps-plazas, the Authority will negotiate with the Union with respect to impact issues prior to such implementation.

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

Prior to the implementation of any new shift hours, the Authority shall first advise the Union at least five (5) days in advance.

- I.) The Authority will make every reasonable effort to give permanent collectors, by seniority, preference of shift assignments over temporaries. Permanent Collectors, based on seniority, shall have the option to bump a temporary employee on any shift (including such permanent Collector's own shift).

Section 3

Toll employees will be docked for lateness in increments of six (6) minutes, rounded down to the nearest six (6) minute interval.

Section 4

Reporting Sick Absences / Tolls

- (a) The collector is required to call in at least one hour before the commencement of his/her tour of duty. If the collector fails to call in when required, but before one hour into the shift, he/she shall be docked four hour's pay. Thereafter, he/she shall be docked a full day's pay. However, if the Collector is unable to call in for reasons beyond his/her control, the Collector shall not be unreasonably denied the full paid sick day.
- (b) If the absence is indicated to be of one (1) day duration the employee is not required to make any other calls.
- (c) If the employee cannot indicate how long he/she may be absent, he/she will be instructed to call again prior to his/her next tour of duty. This may require a daily call.
- (d) If the employee can state a definite length of his/her absence, he/she is not required to call in daily. However, if on the date he/she stated he/she will return to duty he/she finds himself/herself unable to report, he/she is required to make another call. This section applies to Maintenance as well as Tolls.
- (e) An employee may be required to submit a medical certificate signed by a physician showing that the absence is due to illness or accident after an absence of five (5) consecutive days or after six (6) separate occasions in a twelve-month period. The number of days or separate occasions provided for herein shall begin anew when an employee is free from any such absences for a period of ninety (90) days or more. At the signing of this Agreement, new records shall commence concerning this provision. This section applies to Maintenance as well as Tolls.

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

A sick collector can report to work if he/she recovers providing he/she advises and has the approval of the substituting toll collector who was notified to take his/her place.

Section 5

Toll Collectors who are called in for non-scheduled work collecting tolls will be guaranteed four (4) hours. The intent of this reduction from 8 to 4 hours is to afford the Authority greater utilization of regular full-time employees. As practiced, in emergency weather conditions, with notice by the employee, a late arrival to work will not prevent the Collector from completing his/her scheduled tour of duty. Holdover time will be paid on the basis of a one-hour minimum. However, if a Collector is held over for the benefit of the Authority, and not because of the lateness of another Collector, he/she shall be guaranteed two (2) hours of work or pay in lieu thereof. There shall be at least sixteen (16) hours off between shifts, but vacation reliefs or extraordinary situations are subject to necessary scheduling by the Authority.

Section 6

- (a) Maintenance Persons 2 may bid for vacancies in the Maintenance Department along with Tolls employees when the vacancies are posted in Tolls, and may bid for vacancies in the Tolls Department along with Maintenance employees when such vacancies are posted in Maintenance (Tolls job openings shall be posted in Tolls for bidding by Maintenance Person 2). The bidding will be in accordance with the provisions of Section 2, subsections (d) and (e)(2) and (g) of Article III B/Tolls above.
- (b) Maintenance Persons 2 may apply for transfer to the Tolls and will be considered along with all other candidates from any other source in accordance with their background, training or experience. Any Maintenance Person 2 employee permitted to transfer to Tolls will be transferred in accordance with Section 2(g) above. The provisions of Article IV, Section 5(e), shall also be applicable to Maintenance Persons 2.

C. General

Section 1

Consistent lateness shall be subject to Disciplinary Action.

Section 2

In each Maintenance Yard, the Authority will equalize overtime within each Maintenance crew, by job title, and will keep and post up-to-date records concerning such overtime. For overtime work arising out of ice, snowstorm or emergency, such overtime work shall be equalized by classification (on a ratio basis among roadway titles, with roadway maintenance specialists and roadway maintenance generals being considered as the same classification for this purpose only) within each Yard, with Roadway Maintenance titles given the first sixteen (16) hours of work within each such twenty-four (24) hour period, and with specialty crews (non-roadway) doing backup snow, ice and emergency overtime thereafter. The Authority will make every reasonable effort, using snow, ice and emergency overtime, to equalize overtime by classification within each Yard. Records will be updated and posted continuously. It is the intent of the parties that overtime will be equalized by April 1 of each year, by job classification in each Yard. Should the Authority fail to do so, the Union may file a grievance as provided in Section 6(a). During snow and ice removal, all employees will receive a special seventy-five cents (75¢) per hour hardship bonus for all hours worked on snow or ice removal including regular shift hours, not adjusted for overtime.

Because of the nature of assignment of Maintenance Persons 2, and the small number of employees involved, they shall not be subject to strict overtime equalization or specific call-out procedures. However, the Authority will use its best efforts to assure that overtime for Maintenance Persons 2 is distributed equitably and without discrimination.

Section 3

Overtime shall be rotated equally at each Plaza. A Toll Collector who cannot be contacted on two separate occasions or refuses overtime in his/her turn shall be charged with the hours, except a Tolls employee already scheduled for the tour for which overtime is needed. All overtime will be recorded and charged. A Maintenance Person who cannot be contacted on the second call or refuses overtime in his/her turn shall be charged with the hours except an employee already scheduled for the tour for which overtime is needed. All overtime where a Toll Collector is called for four or eight hours duty at the base plaza or their associated ramps will be recorded. Refusals to work overtime when requested will be recorded and charged. If a Collector cannot be contacted, he/she will be charged as in a refusal after the second such attempt to make a contact. First contact with a telephone answering machine or an adult other than the employee will be considered making contact with the employee. If the employee does not call back within 15 minutes, this will be considered a refusal. If the employee calls back within 15 minutes, the employee will not receive charged time, unless manpower needs have not been filled and the employee refuses. If manpower needs have not been filled, the employee will be called in. The Authority shall be solely responsible for determining whether overtime shall be worked. Employee placed on overtime for instructional purposes, such overtime will not

be charged on overtime equalization list. Court appearance time of Collectors in matters involving patron violators shall be counted and charged as overtime worked. When an employee working on overtime continues to work into his/her normally scheduled hours, such overtime during said normal schedule shall not be charged against such employee on the equalization of overtime list.

- (a) Double shift overtime shall be offered first at the plaza or ramp where the overtime necessity exists.

Section 4

Instructions/Overtime Call-In Procedures - Tolls:

All Supervisors will strictly adhere to the following procedure governing the method to be used in making calls to Collectors for overtime:

- (a) Calls will be made to off-duty employees based on the overtime rotation list initially by seniority and thereafter to the employees with the least amount of overtime worked or charged.
- (b) Calls will be made immediately upon being aware of the requirement for overtime to give the Collector sufficient notice.
- (c) A witness to the call being made should, if practical, be had in the person of the Plaza Steward, if available, or a Toll Collector on duty.
- (d) Employees on sick leave or vacation (to include weekends if vacation extends through a Friday) shall not be contacted.
- (e) The Overtime Equalization Chart will continue in force. Absences requiring overtime will be offered by use of the chart for absences on any shift.
- (f) Overtime worked or refused will not be charged if it is for a Plaza other than the base plaza and/or any of their associated ramps.

Other Overtime Regulations/Tolls and Maintenance

- (g) A Collector or Maintenance Person who is absent from work for a period up to and including 30 calendar days and returns to work will be charged on the Plaza or Maintenance Yard overtime list with the actual overtime hours such employee had immediately prior to the absence. A Toll Collector or Maintenance Person who is absent for any reason for a period of more than 30 days and returns to the Plaza or Maintenance Yard will be charged with either the actual hours the employee had immediately prior to the absence, or the number of hours of the Toll Collector or Maintenance Person (in his/her job title) having the least number of hours on the overtime chart in the Plaza or Maintenance Yard, whichever is greater.

New hires, persons promoted, and transfers into the Plaza or Maintenance Yard will be charged the number of overtime hours of the highest Collector or the highest equivalent classification of Maintenance Employee on the overtime chart.

A Collector who has worked as a temporary summer Assistant Plaza Supervisor and returns to work as a Toll Collector will be charged the number of hours of the highest Collector on the overtime equalization chart.

Section 5

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

There shall be no pyramiding of overtime-premium pay.

- (a) When a holiday falls within a given week, or when an employee is absent on a work day for sick leave, vacation or excused absence, credit of eight (8) hours will be given toward hours worked. This provision also applies to Maintenance Persons 2.
- (b) When any holiday set forth in Article XI, Paragraph A, falls within a collector's normal work schedule, the collector will be paid at the rate of time and one-half his/her regular hourly rate, plus the paid holiday.

Maintenance employees and Toll Collectors who are scheduled to be off on holidays will be paid their holiday pay. Maintenance employees and Toll Collectors who are called in on overtime on any listed holiday shall be paid at the rate of double (2x) time for hours worked on the holiday, plus the pay for the holiday itself.

Section 6

- (a) There shall be equalization of overtime in the Tolls Division, Maintenance Division (by Yard and Job Title). Overtime rotation lists shall be maintained, posted conspicuously, and up-dated on a daily basis, the parties understanding that from time to time emergencies and work loads may prevent daily posting with respect to Maintenance. Such lists shall be reviewed on the final workday of each given month, by the applicable supervisor and Union Steward/Officer. Any discrepancies arising out of said reviews shall be corrected, bearing in mind availability, capability, age and physical condition of employees, and if not corrected shall be subject to the grievance procedure. Any said grievance which is sustained, remedy shall be equalization of overtime or payment therefore.
- (b) Overtime will be distributed equally in each of the following classifications: (A) Maintenance Specialists and M.P. General; (B) Maintenance Person 1; (C) Mechanic Specialist and Mechanic 1; (D) Mechanic 2; (E) Sign Fabricator Specialist and Sign Fabricator 1; (F) Sign Fabricator 2; (G) Maintenance Person 1-Landscape; (H) Maintenance Person General-Landscape and Specialist-Landscape; (I) Painter; (J) General Painter and Specialist-Painter; (K) General Line Painter/Pavement Reflectors and Specialist-Line Painter/Pavement Reflectors; (L) Toll Collector; (M) Maintenance Person 2; (N) Toll Violator Officer.

Section 7

In each Maintenance Yard, Maintenance 1 employees may request on bulletin to be posted that they will accept work on holidays and weekends in their District and Service Area. Such work will be made available to those employees requesting same at time posted on a seniority basis. If no employee is available for any holiday or weekend, the lowest senior employee on the list will be assigned to such work. This assignment shall be equalized among all employees on the list.

If in a Yard there are not sufficient employees on the list to properly maintain the scheduling of this type of work during the entire year, the Authority may fill such holiday and weekend with part-time employees.

Section 8

In the event of an emergency requiring employees, including Maintenance Persons 2, to work for extended periods of time, time and one-half will be paid as follows:

- (a) If the extended period commences on a normal workday, time and one-half will be paid for all continuous hours worked in excess of eight (8) hours; provided, however, when an employee has worked twenty-four (24) continuous hours, the employee shall be paid at the rate of time and one-half for all hours worked, including the employee's normal shift hours.
- (b) If the extended period commences on a non-scheduled work day, of which at least four (4) hours occurred on the non-scheduled work day, time and one-half will be paid for all hours worked.

Section 9

Meal Allowance

- (a) Employees, including Maintenance Persons 2, eligible for overtime pay who are required to work at least two (2) hours in advance of the start of their normal scheduled working day, or who, in case of a holdover, are required to work three hours in excess of the hours in a normal scheduled working day, or who work at least three (3) hours when called to non-scheduled duty shall be entitled to a meal allowance of \$11.00 for the term of the contract.
- (b) Employees, including Maintenance Persons 2, eligible for overtime pay who work beyond the first meal allowance earned, other than the 2-hour meal contained in Section 9(a) above, shall be entitled to an additional meal allowance of \$9.25 or every six continuous hours worked thereafter.

- (c) Employees in Maintenance called in and reporting to work during an ice, snowstorm or other emergency, four (4) or more hours before the start of their normal scheduled work shift, shall first be entitled to a meal allowance under Section 9(a) above and for every six (6) continuous hours thereafter shall be entitled to a meal allowance as set forth in Section 9(b) above.

Section 10

Shift Differentials

- (a) For Toll Collectors there shall be a premium rate as follows:

Effective 7/1/03 --\$0.70 per hour for hours worked on the third shift.
Effective 7/1/04 --\$0.70 per hour for hours worked on the third shift.
Effective 7/1/05 --\$0.75 per hour for hours worked on the third shift.
Effective 7/1/06 - \$0.80 per hour for hours worked on the third shift.

Effective 7/1/03 --\$0.90 per hour for hours worked on the first shift.
Effective 7/1/04 --\$0.90 per hour for hours worked on the first shift.
Effective 7/1/05 - \$0.95 per hour for hours worked on the first shift.
Effective 7/1/06 - \$1.00 per hour for hours worked on the first shift.

- (b) For Maintenance workers on the night shift there shall be a premium rate of \$0.90 per hour for contract years 2003 and 2004 for hours worked on the night shift. Effective 7/1/05 the rate shall be \$0.95 per hour and effective 7/1/06 the rate shall be \$1.00 per hour for hours worked on the night shift. Maintenance employees who work on overtime during hours prior to or subsequent to their normal shift hours, shall be paid the sum of sixty-five cents \$0.65 per hour as additional overtime pay, which shall not be adjusted for overtime.

Section 11

Mileage

Mileage allowance of 31¢ per mile or IRS rate, whichever is higher, will be paid for assignment to other Plazas, or, in case of Maintenance Persons 2, to other areas of assignment. In the event that the IRS increases its standard mileage rate above 31¢ per mile, the rate herein shall be increased to the IRS approved rate.

Section 12

Compensatory Time

Three (3) days per contract year, on a pro rated basis during the said year, will be granted to Toll Collectors in recognition of their time spent going to and from ramps, and banking out, and as to Maintenance Persons 2 in recognition of their time spent traveling among areas of assignment, and as to Maintenance employees in recognition of restriction of wash-up time. The employee has the option to cash in any of these comp days during the contract year. After five (5) years of service, a fourth (4th) compensatory day will be added. After ten (10) years of service, a fifth (5th) compensatory day will be added.

All employees hired after July 1, 1996 shall be allowed a maximum of three (3) compensatory days per year.

Requests for Compensatory Days must be submitted five (5) working days in advance. In an emergency said five (5) working days may be waived. Under normal conditions, one (1) Collector will be permitted off at each Plaza on a given day. When adequate coverage can be maintained one (1) additional request will be considered. Beginning July 1, 1992 compensatory time will not be permitted on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter Sunday, Mother's Day, or Father's Day.

Notwithstanding the foregoing, the Authority reserves the right to deny use of a compensatory day for staffing considerations, which shall include whether or not overtime will be incurred.

ARTICLE IV - SENIORITY

Section 1

Definition

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

Section 2

Loss of

An employee shall cease to have Seniority rights by:

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

Section 3

Probationary Period

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

Section 4

- (a) Probationary period for new hires in Tolls shall be six (6) months. For new hires in Maintenance, the probationary period shall be six (6) months, with the Authority reserving the right to extend the probationary period in individual cases for a maximum of six (6) months for the sole purpose of considering whether the person performs properly in all four seasons. Maintenance employees shall be permitted no more than one transfer between yards during their probationary period, provided that the last three (3)-months of probation are worked in the same Yard. Promotion probation shall be six (6) months for all employees in Tolls, and shall be six (6) months for employees in Maintenance, with the option of the Authority to extend the Maintenance probationary period up to an additional six (6) months in exceptional cases. A mid-point review and evaluation must be made and discussed with the employee regarding his/her record of performance with Shop Steward present.
- (b) Employees who leave the Local 196 bargaining unit in order to accept salaried positions with the Authority, shall have return rights to this bargaining unit only for a period of thirty (30) working days. Excluded from the foregoing, however, shall be bargaining unit employees promoted to the positions of Assistant Plaza Supervisor, or Crew Supervisor, or Equipment Trainer, who shall have six (6) months return rights.

Section 5

Transfers

- (a) In the case of any transfer to Tolls from Maintenance, or vice versa, the transfer will be based on a satisfactory work experience of six (6) months. The salary rate to be applied shall be that rate in the same step that the employee is enjoying in the position he/she is being transferred from, and, if such employee was at top rate in his/her prior position, the employee will be placed at top rate of the transfer position. Employees hired prior to 7/1/96 who transfer to Tolls will be placed no higher than the third step of the pre-1996 scale.
- (b) After the date of this Agreement, any Authority employee not covered by this Agreement who is transferred to a job covered by this Agreement shall for seniority purposes defined herein as to promotions, CAP/WOC training, picking vacation schedules, shift selection, layoff and recall shall start his/her seniority as of the date he/she commenced under the job covered under this Agreement. Any such transferee shall be placed on the progression wage scale under Article XV, according to the transferred employee's months of service with the Authority up to the three-year rate. Any employee hired after July 1, 1996 that is transferred shall obtain the rate of pay which is commensurate to the employee's years of service with the Authority up to the four (4) year rate of the new wage scale.
- (c) If for some reason the employee fails to succeed in the transferred job, the employee will be returned as quickly as practicable to his/her exact former position and Plaza/Yard (whichever the case may be). Such returning employee shall bump the employee who took his/her prior position, and the bumped employee shall also return to his/her prior position in the same manner as outlined herein, and similarly all subsequent employees affected shall bump accordingly.

An employee who chooses to return to his/her former position may do so within 30 working days (but not thereafter), in which case he/she will be returned as quickly as practicable to his/her exact former position and Plaza/Yard (whichever the case may be). Such returning employee shall bump the employee who took

his/her prior position, and the bumped employee shall also return to his/her prior position in the same manner as outlined herein, and similarly all subsequent employees affected shall bump accordingly.

- (d) Transfers from the Tolls Division to the Maintenance Department shall be governed by Article III, B, Section 2(g).
- (e) Maintenance Persons 2 who successfully transfer to Tolls shall have a probationary period of six months, and shall be placed on the progression wage schedule under Article XV, Section 2, according to such Maintenance Persons months of service up to the three-year rate. Any employee hired on or after July 1, 1996 that is transferred shall obtain the rate of pay which is commensurate to the employee's years of service with the Authority up to the four (4) year rate.

Section 6

Layoff, Bumping and Recall Procedures

Layoff - In all cases of decrease or increase of the Authority's working force covered by this Agreement, the principle of Bargaining Unit seniority shall apply. For the purposes of this section, the term Bargaining Unit seniority shall mean the employee's seniority from date of hire in the unit.

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

- (a) Employees who have their jobs eliminated or are "bumped" may exercise their seniority by "bumping" laterally within his/her job title the junior employee in any Toll Plaza or Maintenance Yard, areas of assignment (whichever is applicable) on any shift/or/shall have the same options in a different job title (lateral) or a lower rated job title. Likewise, all employees so "bumped" or eliminated from their jobs shall have the same options. It is understood that such employees may also opt to bump Senior Citizens, part-time and temporary employees. Employees cannot bump to a higher rated job title.
- (b) Employees shall exhaust the procedure (a) above within their Division, either Tolls or Maintenance areas of assignment. However, should an employee of one Division or the other Divisions have no option to bump, because of lack of seniority in his/her Division, then such employee may elect to bump the junior most employee in either of the other Divisions if such employee has less seniority than the employee bumping. Should more than one employee elect to bump to the other Division, then picks of bumping juniors in the other Division shall be offered on a seniority basis of the bumping employees; i.e., senior bumping employee shall have first choice to bump the junior of his/her choice in the total grouping of juniors in the other Division to be bumped. Employees so affected (only option is to "bump" to another Division) shall have the right of refusal to bump to another Division, and in such case shall be laid off, but shall still maintain full recall rights.

Should an employee bump to another Division, that employee shall lose seniority for all purposes, excepting in the event of future layoff, bumping and recall; and seniority in such other Division shall commence upon entry thereto by such employee.
- (c) A Union representative shall be present for all bumping and shall assist in its administration. Each affected employee shall be advised of his/her bumping options, and shall make his/her selection immediately or no later than the following day.

Recall - Laid off employees shall be subject to recall by the Authority for the periods set forth in (A) and (B) below, and the Authority shall not be obligated to recall employees who are on the layoff list for more than the periods set forth in (A) and (B) below:

- (A) Employees with less than five (5) years of service with the Authority/thirty (30) months.
- (B) Employees with five (5) or more years of service with the Authority/sixty (60) months.
 - (1) Within forty-eight (48) hours of receipt of notice of layoff or recall, the Union will be given the opportunity to discuss with the Authority such layoffs or recall.
 - (2) The last employee laid off shall be the first to be recalled, in accordance with his/her seniority, providing he/she can do the available job, even if the opening is in another Division. Should the employee accept recall to another Division, said employee shall lose seniority for all purposes, except layoff-bumping-recall in such future situations, and seniority in such other Division shall commence upon entry thereto by such employee. The employee may reject recall to another Division but not to his/her own.

When job openings become available, the bumped (at his/her option), eliminated and/or recalled employees shall be returned to their respective Plaza or Yard area of assignment, based on seniority; and shall subsequently be returned to their original job titles and shifts once they become available, on a seniority basis. Such procedure shall not take precedence over recall from layoff of those employees previously rejecting recall to another Division.

- (b) Employees recalled from layoff shall return to work within forty-eight (48) hours of notice to report. However, the employee may opt for an additional twenty-four (24) hours of extension and same shall not be denied.
- (3) Employees on layoff shall advise the Authority of any change in address (letter addressed to the Human Resources Office). The Authority shall notify or recall by telephone or, if necessary, telegram.

Section 7

In the event of a layoff, the Authority agrees to give all employees and the Union at least sixty (60) calendar days advance notice or pay in lieu thereof.

Section 8

Any employee who bumps to a lower rated job shall not have his or her rate of pay, immediately prior to such bump, reduced until the expiration of one hundred eighty (180) working days after the employee physically assumes the lower rated position. Thereafter, such employee shall receive the top rate of the lower rated position into which the employee bumps.

Section 9

In the event of circumstances, which result in a mass termination or permanent lay-off, the Authority agrees to negotiate the impact on the employees, including suitable severance pay and other benefits.

ARTICLE V - TERMINATION

Section 1

No employee except new hires during their probationary period and temporary employees shall be laid off or terminated for reasons other than just cause as long as the Authority requires the work done by the employees.

Section 2

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

ARTICLE VI - UNION REPRESENTATION

Section 1

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

Section 2

The Authority agrees to release from work assignment without pay Union Officials for the purpose of meetings with Authority Representatives in all matters not referred to in Section 1 above and in Article XII, Section 4.

Section 3

The Authority, with at least one (1) week prior written notice, agrees to release from work assignment with pay, officials for the purpose of attending State or International Conventions or Union conferences, limited to not more than three (3) employees at a time for State Conventions and five (5) for International Conventions, or other Union Conferences, and further limited to not more than six (6) weeks per calendar year.

Section 4

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

One Shop Steward per plaza shall be given the option at the yearly shift pick to elect a two shift series for the year. This provision shall not result in the addition of any two-shift series slots. In the event the Shop Steward does not complete his/her term he/she shall fill whichever slot the new Steward has vacated. If the new Steward was on the two shift, the open two shift shall be subject to bidding and the former Steward shall fill the vacancy created by the bid.

Section 5

All employees (not to exceed seven, except no more than (2) collectors at any one plaza) who are Executive Board officials of Local 196, Chapter #1 will be placed on steady day shift, Monday through Friday.

Section 6

Release time for Union representatives for the purpose of handling Union-Authority matters, exclusive of the time paid in Section #1 above, will be granted as follows:

Effective 7/1/03 – 104 Hours
Effective 7/1/04 – 112 Hours
Effective 7/1/05 – 120 Hours
Effective 7/1/06 – 128 Hours

Such time shall be considered excused absence with pay, and shall be exclusive of that time paid under Article IX, E hereafter.

Section 7

Officers of Local 196, Chapter #1, shall be supplied with non-revenue tickets as needed for Union-Authority business.

Section 8

Effective 7/1/03, Area Presidents shall be granted three (3)-days release time per contract year to attend Area meetings.

ARTICLE VII - PROMOTIONS

Section 1

The purpose of this Article is to provide senior employees who are capable of performing the services required with the opportunity to fill openings for work in higher rated jobs other than their own within their division. Opportunities to fill openings in Maintenance will be provided by allowing the senior employee six (6) months, with the option of the Authority to extend the probationary period by an additional six months in exceptional cases, to demonstrate his/her capabilities. Employees must be employed in the job classification immediately below that of the vacancy except for certain specialty crews as outlined in Section 3.

Section 2

Opportunities for promotions in the Tolls Division shall be on the basis of seniority in said Division from among those employees enrolled in the Collector Advancement Program, per the provisions of Article VIII, on an over-the-road basis.

Section 3

Opportunities for promotions in Maintenance will initially be confined to the Yard where the opening exists. For purposes of applying the foregoing, Yard VIII shall be deemed to consist of four distinct Yards: Yard VIII (Painters); Yard VIII (Signs); Yard VIII (Parks); and Yard VIII (Lines). For purpose of Landscape crew promotions, openings for Maintenance Person I/Landscape will be filled through the bidding process by the senior qualified Maintenance Person I; promotion to Maintenance Person General/Landscape will be made to the senior qualified bidder from among Maintenance Person I/Landscape, Maintenance Person I and Maintenance Person General; promotion to Specialist/Landscape will be made to the senior qualified bidder from among Maintenance Specialist, Maintenance Person General and Maintenance Person General/Landscape. Regular Maintenance Person General openings and Regular Maintenance Specialist

openings are on an equal basis to both Landscape crew titles and Regular Maintenance crew titles. Promotions into specialty titles require prequalification as set forth in this Agreement, and additionally prequalification for Specialist/Landscape will require a pesticide applicator's license and related testing. If the job is not filled, then the other Yards will be posted. If the job is not filled as a result of the second posting, it will be offered on the basis of bid promotions in the original Yard from among the senior qualified Maintenance Person I (regular Roadway or Landscape).

- (a) There shall be a training program for employees in Maintenance for promotion to the next higher job classification or title, per Article XXIII. Those employees selected for training shall be given instruction by the operator instructor on the equipment to be used in the next highest job classification or title.
- (b) A committee composed of an equal number of Authority and Union representatives shall develop the details of a training program, including minimum hours, and the standards of qualification. Two representatives each of the Authority and the Union shall be present at any performance test so developed.
- (c) In order to qualify for promotion to the Maintenance Person General (Roadway or Landscape) classification, the employee must first successfully qualify on at least four (4) pieces of Maintenance Person General equipment (regular Roadway or Landscape).
- (d) The candidate or candidates chosen for promotion shall be by seniority from among the successful candidates who have completed their qualifications as set forth in subparagraphs (b) and (c) above.
- (e) The promotion probationary period in Maintenance, per Article IV, shall be six months with the option of the Authority to extend the probation period in exceptional cases up to an additional six months. During the probationary period, the employee shall receive additional training on General equipment, as necessary.
- (f) The seniority of Maintenance Persons General is time-in-grade, i.e. actual time spent as a Maintenance Person General.

Section 4

It is agreed Sign employees as defined in Article 1, Section A, shall retain seniority for all purposes. They shall not displace nor supersede present Maintenance employees for promotion except as follows:

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

Section 5

No new hires in Category "A" Authority employment shall be hired until a bidding opportunity is provided to all present bargaining unit employees who would be interested in potential or existing job openings, even though such bargaining unit employees opt to take a lower rated position.

- (a) Position openings will be posted by the Authority on a form, "Unfilled Vacancies" on bulletin boards in the appropriate Plazas or Maintenance Yards for a period of one hundred and twenty (120) work hours, Tolls, or five (5) work days, Maintenance. Maintenance Persons 2 shall bid with Tolls employees for Maintenance openings and with Maintenance employees for Tolls openings. During the posted period, an employee may bid in person or by proxy for the vacancy by completing a form, "Job Bid", a supply of which will be available at all work locations. A proxy must be legally authenticated as in the case of a Steward or Officer. Job bids will immediately be forwarded by the Supervisor in charge to the Director of Human Resources, who will forward a copy to the Union.
- (b) If the job is not filled as a result of the initial posting, the vacancy will be posted and bid, using the same form, as provided in Section 2 and 3 of this Article.
- (c) The Authority reserves the right, before the bidding procedure is utilized to transfer Assistant Plaza Supervisors and Plaza Supervisors who request such transfers to vacancies in those positions. In no event shall a Toll Collector be transferred without his/her approval unless such transfer is the result of Major Disciplinary Action.
- (d) Only those employees enrolled in the Collector Advancement Program will be eligible to bid for vacancies. No bid will be considered after the allotted bid period.
- (e) Promotions will be based on Seniority and capability of those bidding, with permanency in the new position being subject to the six- (6) month Probationary Period for employees in Tolls and six (6) months with an optional six-month extension for Maintenance in exceptional cases. If for some reason the employee fails in the job to which he or she is promoted, the employee will be returned as quickly as practicable to his/her

exact former position and Plaza/Yard (whichever the case may be). Such returning employee shall bump the employee who took his/her prior position, and the bumped employee shall also return to his/her prior position in the same manner outline herein, and all subsequent employees affected shall bump in accordance with the foregoing.

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

ARTICLE VIII - ADVANCEMENT PROGRAMS

A. Collector Advancement Program (CAP)

Section 1

- A. All personnel with three (3) years of Garden State Parkway Toll Collector experience are eligible to apply for the Collector Advancement Program.
- B. Any Collector wishing to enter CAP must pass an enrollment exam consisting of Toll Collector job knowledge and basic skills. The Union will be involved in the monitoring of testing as well as the grading process. Each entrance exam offered will be monitored by a Union appointee. Test grading will also be monitored and certified by a Union Appointee.

All candidates for CAP will receive mileage when enrollment examinations are given outside of their Plaza assignment.

All test scores and results shall remain confidential. Applicants may opt for an oral exam, which shall also be subject to Union monitoring.

- C. All applicants must also pass a physical examination, and work history check. Work history to include any disciplinary action involving attendance, insubordination, mishandling of Authority funds, inability to conform to Toll procedures, and patron complaints. Determinations shall be made by the Director of Tolls or his/her designee. Denial into the program shall be in written form and shall include reasons for said denial.

All candidates for CAP will receive mileage when reporting to the Medical Section for physical examinations.

- D. Selection for CAP will be by seniority in Tolls, from all applicants who pass entrance qualifications, but limited to the number of positions as indicated in Section 4.
- E. All personnel accepted into the program will receive eighty (80) hours of training, to include classroom and field training. The Collector will be available for reassignment within the area of the Collector's present assignment as outlined in Section 4 for the duration of the eighty- (80) hours of training. Said reassignment shall not be made in order to avoid overtime. Collectors will be paid for mileage when taken out of their plaza for training.
- F. Selection for CAP training will be based on equalization of hours. An up-to-date list of hours in the training program will be maintained by each Area Manager and shall be available upon request. A time limit of six (6) months will be allowed to accumulate the necessary eighty (80) hours. The Authority will afford the Collector sufficient opportunity to accumulate the necessary number of hours.
- G. Trainees may be expelled from CAP for reasons including disciplinary action for attendance, insubordination, mishandling of Authority funds, inability to conform with Toll procedures, and patron complaints. In the event a trainee is expelled, the trainee will be eligible for reinstatement (subject to the above captioned provisions) in the next cycle.

Section 2

- A. Upon completion of CAP training, the Collector shall submit to a written examination on all materials covered. Any collector failing the examination will be expelled from the program. Any trainee expelled will be eligible for reinstatement (subject to the above captioned provisions) in the next cycle. Each examination

offered will be monitored by a Union appointee. All test scores and results shall remain confidential. Applicants may opt for an oral exam, which shall also be subject to Union monitoring.

- B. Upon completion of the 80 hours of training, trainees will receive their rate, plus the monetary difference between the top of a Toll Collector's rate and the starting rate of the Assistant Plaza Supervisor for subsequent hours of training. In the absence of a Plaza Supervisor, a CAP Collector who performs the duties of a Plaza Supervisor will be paid the Plaza Supervisor's starting rate.

Section 3

- A. All Collectors who complete the program will be eligible for promotion. In the event eligible CAP candidates apply for the same position, seniority in Tolls shall dictate.
- B. Any CAP member who performs the duty of Summer/Winter APS will be granted a bonus of \$925.00 in each of the first two years of the contract and \$950.00 in each of the last two years of the contract. The bonus shall be paid at completion of Summer/Winter APS term. Any CAP member-performing Summer/Winter APS promoted during Summer/Winter APS duration shall be paid a prorated amount of the bonus. Any replacement shall collect the remaining prorated amount upon completion of the APS term. Further, all CAP Collectors who perform the duty of Summer/Winter APS midterm will receive a prorated amount of the bonus upon completion of the Summer/Winter APS term. CAP Collectors will have the right of one refusal for the duration of each cycle. In the event insufficient bids are received, the Authority shall select a Summer/Winter APS by appointing a CAP Collector by inverse order of seniority, within the CAP Collectors area as defined in Section A. Said CAP Collectors shall be entitled to the bonus.
- C. If CAP Collectors refuse a promotion in their area; he/she will be expelled from the program.
- D. Any CAP Collector performing the duties of Toll Violation Officer shall not be permitted to bid for Summer/Winter APS positions.
- E. Any CAP Collector performing the duties of Toll Violation Officer who refuses a promotion in the area from which he/she originated will be expelled from the program.
- F. Collectors in the program must maintain a valid driver's license and submit proof of such on request. Loss of driver's license will result in expulsion from the program.
- G. CAP Collectors must maintain a favorable work record. Failure to do so will result in expulsion from the Program. Favorable work records shall be based on disciplinary action involving attendance, insubordination, mishandling of Authority funds, inability to conform with Toll procedures, and patron complaints.

Section 4

Area 1

Hillsdale 5
 Bergen 7
 Essex 8

Area 2

East Orange 5
 Union 8
 Raritan North 5
 Raritan South 5

Area 3

Keyport 4
 Asbury 7
 Lakewood 5
 Toms River 4
 Toll Violation Officers 3

Area 4

Barnegat 3
 New Gretna 3
 Great Egg 4
 Cape May 3

Section 5

A Union official and Toll Violation Officers credited time will not be lost while such person's duties are being performed. If an individual in this category wishes to avail them of this opportunity, they must advise the Authority in writing.

Section 6

- A. The CAP program will be for three (3) year periods. After each new program commences, no new entrants will be accepted.

- B. Any Collector who withdraws or is expelled during the first thirty- (30) months of a program cycle will not be allowed to re-enter until the next cycle.
- C. Any Collector who withdraws or is expelled during the final six (6) months of a program cycle will not be allowed to apply for the next cycle.
- D. Upon the conclusion of the program, all CAP Collectors from the prior cycle who are entering the new cycle will be given twenty (20) hours of training. These twenty (20) hours will consist of ten (10) hours of refresher training, and ten (10) hours for technological advances.

Section 7

Working Out of Class Program (WOC)

- A. All personnel who have successfully passed their six (6) month probationary period are eligible for this program.
- B. Collectors are required to register for this program.
- C. WOC Collectors will be required to have forty (40) hours of unpaid training before receiving the Working Out of Class rate of pay.
- D. When Working Out of Class, these Collectors will receive their rate, plus the monetary difference between the top of a Toll Collectors rate and the starting rate of the Assistant Plaza Supervisor for all subsequent hours of WOC.
- E. WOC Collectors will be utilized only when no CAP Collectors are available.
- F. All hours of WOC shall be equalized among those enrolled in the program. An up-to-date list of hours for the WOC program will be maintained at each plaza and shall be available upon request.
- G. WOC Collectors are prohibited from bidding on Summer/Winter or permanent APS positions, except in the event that the CAP Collector list is completely exhausted in their area.
- H. There shall be no limit to the number of WOC Collectors at each plaza.

B. MAINTENANCE ADVANCEMENT PROGRAM (MAP)

1. All persons with three (3) or more years of experience with the Garden State Parkway in the title of Maintenance Person I shall be eligible for the Maintenance Advancement Program (MAP).
2. The Program shall consist of the creation and maintenance by the Authority of a promotional list as set forth below.
 - (a) All candidates wishing to enter the MAP must pass two (2) exams—the Roadway exam and Management exam. The Roadway exam addresses knowledge and basic skills of roadway maintenance. The Management exam addresses a candidate's managerial skills. A passing grade for each test shall be a grade of 65 and above. The Union will be involved in the monitoring of testing as well as the grading process. A Union appointee will monitor each entrance exam offered. Grading of the tests will also be monitored and certified by a Union appointee.

All candidates for MAP will receive mileage when enrollment exams are given outside of their Yard assignment. All test scores shall remain confidential except to the extent necessary to progress through the MAP.

The sum of the two passing grades shall be multiplied by .125 to determine the number of points awarded each candidate. The number of points shall be added to the candidate's total score.

Example: Candidate scores 80 on Roadway exam and 70 on Management exam for a total of 150 points. 150 is then multiplied by .125 to determine points earned for the MAP.

Test scores of $(80 + 70) \times .125 = 18.75$ points.

Candidates receiving a score lower than 65 on either test are ineligible for inclusion on the promotional list.

(b) Candidates passing the enrollment exam shall be awarded points based upon overall seniority with the Garden State Parkway. Points shall be awarded on the following basis:

a.	21 years or more	-	25 points
b.	16-20 years	-	20 points
c.	11-15 years	-	15 points
d.	6-10 years	-	10 points
e.	3-5 years	-	5 points

Points awarded based on seniority will be added to the candidate's total score.

(c) All candidates passing the enrollment exam shall be awarded 30 points pending a review of the work record of each candidate. Such review will be limited to 2 years from the date of the creation of the list with respect to discipline and one (1)-year from the date of the creation of the list with respect to attendance. Points will be deducted from those candidates based upon a review of their work history as follows:

Discipline:

ROP/ counseling/ reprimand, etc.	-	5 points deducted
Suspension of 3 days or less	-	10 points deducted
Suspension of more than 4 days	-	15 points deducted

Attendance:

At least 6 occurrences	-	5 points deducted
At least 8 occurrences	-	10 points deducted
At least 10 occurrences	-	15 points deducted

To be considered hereunder, the discipline and/or attendance must have been adjudicated and decided at the Hearing Officer level. Disciplinary and/or attendance issues adjudicated and decided at the Hearing Officer level may be considered hereunder, notwithstanding a pending arbitration with respect to such issue. Multiple offenses shall be treated separately for the purpose of making deductions hereunder (so, for example, 2 ROP's shall result in a deduction of 10 points, 5 per ROP).

Candidates from whom 20 or more points are deducted shall be eliminated from inclusion on the promotional list. Points remaining after the foregoing deductions shall be added to the candidate's total score.

(d) All candidates passing the enrollment exam and not otherwise eliminated from the MAP shall be given an oral interview, to be conducted by at least one of the Crew Managers assigned to the candidate's area and the District Superintendent. One (1)-member of the Union Executive Board shall be permitted to attend the oral interviews as an observer. Each candidate shall receive a grade from their performance in the interview, and shall be awarded a corresponding number of points as follows:

A	-	20 points
B	-	15 points
C	-	10 points
D	-	5 points
F	-	0 points

The number of points awarded shall be added to the candidate's total score.

3. At the conclusion of the process set forth in B. above, the total number of points awarded to each candidate shall be tallied. A promotional list shall then be created, with candidates listed by their total number of points, highest to lowest. Ties in score will be broken by overall seniority. The initial promotional list shall be created between April 15th and May15th 2004, and shall be in effect for a period of three (3)-years, at which time a new list shall be created pursuant to the above process.

4. Should the Authority determine to promote from within to the position of Crew Supervisor, Roadway, at a time when the promotional list is in effect, the promotion shall be offered to the highest ranked candidate on the list. Each candidate may refuse one (1)-promotional offer and remain on the list, provided the promotional opportunity refused is outside the candidate's assigned work area, as defined in paragraph F below. Upon taking a permanent position as Crew Supervisor, Roadway, the employee shall serve a probationary period pursuant to the Local 193C contract, presently one (1)- year.
5. Candidates may be removed from the promotional list for reasons including disciplinary action for attendance, insubordination, inability to conform to Authority procedures, and refusal to accept a reasonable amount of overtime as determined by the Authority. In the event a candidate is removed from the list, the employee will be eligible to apply for the MAP in the next cycle.
6. Once on the promotional list, a candidate will be eligible for temporary duty as a Roadway Supervisor on an equalized basis within their area. Areas shall be Northern (Paramus, Clifton, Union), Central (Clark, Holmdel, Herbertsville) and Southern (Ocean, Whitehorse, Swainton). A separate area list shall be kept for the purpose of this purpose, which ranks candidates in that Area by total number of points, highest to lowest. For the purpose of this paragraph, equalization shall mean that short-term work opportunities (anticipated at (3)-weeks or less) shall be offered on a rotating basis. Longer-term work opportunities (anticipated at over (3)-weeks) shall be offered to the highest ranked candidate in the Area. When working in an acting capacity candidates will be paid either four (4%) over their base pay, or the entry-level rate for Crew Supervisor, Roadway, whichever is higher. While working in an acting capacity, overtime will be earned and compensated in the same manner as all other Crew Supervisors, Roadway.

ARTICLE IX - GRIEVANCE PROCEDURE

- A. All differences, disputes and grievances with respect to the application and interpretation of this Agreement shall be taken up between the Union and the Authority as follows:
- B. All grievances resulting from disciplinary actions shall be limited to a one- (1) step hearing procedure and shall be presented within five (5) working days of the decision imposing discipline.
- C. Any employee or group of employees or the Union representative may present grievances to the management of the New Jersey Highway Authority and may be represented by Union representation of his or her own choosing, in any case a union representative shall be present. Excluded from disciplinary hearings, grievance procedures, and arbitration proceedings will be the employee's outside counsel, his/her immediate family and/or relatives, friends, etc. However, if an employee is charged with misconduct that could lead to criminal charges, outside counsel shall be allowed to attend any and/or all proceedings. A grievance relating to matters other than discipline shall be presented in the manner described hereafter not more than fifteen (15) working days after the occurrence of the cause of such complaint or within fifteen (15) working days after becoming aware of the cause for such complaint.

Step #1.

The issue will first be discussed between the aggrieved member and the Shop Steward or Union Officer representing such member. Such Steward or Officer shall notify the grievant's Plaza Supervisor (Tolls), or the grievant's Crew Manager (Maintenance), whichever the case may be, as soon as possible of the member's desire to discuss the issue. Next, the Steward and the aggrieved (if he/she desire) shall present the grievance to the grievant's Plaza Supervisor (Tolls) or the grievant's Crew Manager (Maintenance), whichever the case may be. This grievance may be stated orally, and if no settlement is reached it shall be referred to the Union Grievance Committee, composed of the President, Vice President and Business Agent) by the Shop Steward. At the conclusion of the meeting between the Steward, aggrieved employee and the appropriate supervisor, the parties shall sign and date a statement that the oral grievance meeting took place, including the date of the meeting and the subject of the meeting, with copies going to both parties. Either the Steward or a member of the Grievance Committee shall reduce the grievance to writing and the following procedure shall apply:

Step #1(a).

The Union shall have an option of pursuing an Informal Hearing within five (5) days after submission of the answer.

Step #2.

The Grievance Committee, Shop Steward, and grievant (if he/she desires) on the one hand, and the Manager of Labor Relations on the other hand. The parties within this Step shall arrange a meeting no later than five (5) working days after the grievance has been referred from Step #1(a) for the purpose of attempting to adjust the grievance.

The Manager of Labor Relations shall give a written answer, after full discussion with the Union representatives as defined herein, either at the close of the meeting or within five (5) working days thereafter. If no satisfactory settlement has been arrived at, then the grievance shall proceed through the process.

Any differences, disputes and grievances that remain unsettled after having been fully processed pursuant to the above grievance procedure and which involves either:

- (1) The interpretation or application of a specific provision of the Agreement except Article XVI, or,
- (2) A disciplinary penalty (including suspension and discharge) which is alleged to have been imposed without just cause may be submitted to PERC for arbitration as hereinafter provided.

Step #2(a).

Prior to submission to Arbitration, the Union shall have the option of having the non-discipline grievance heard by a Human Resources representative of the Parkway Division. Should the Union make such election, prior to submission to Arbitration, then the fifteen (15) working day time limit in Step #3 will be waived until the Human Resources representative's decision is rendered. The Human Resources representative of the Parkway Division shall hear the grievance within three (3) working days of the Union's demand for a hearing. Present at such hearing, in addition to the Director of Human Resources, shall be all persons involved at the Step #2 level. The Human Resources representative of the Parkway Division shall render a written decision to the Union within five (5) working days of the close of the hearing. If the matter remains unresolved, then the procedure outlined in Step #3 shall be exercised by the Union.

Step #3.

All differences, disputes and grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedure outlined above shall, at the written request of either party, made to the other within fifteen (15) working days (not including Saturday and Sunday) after the date of the Authority's final answer, be referred to Arbitration. If such notice of intention to invoke Arbitration is not given in writing by the party desiring the Arbitration to the other within the specified fifteen (15) working days, then in such case the Arbitration will be deemed waived and the grievance dropped and such grievance shall no longer exist. The party desiring Arbitration shall submit, within five (5) working days of notice to the other party, an Arbitration request to the Public Employment Relations Commission/Division of Conciliation & Arbitration and the parties shall select an Arbitrator from the selection list(s) provided by the PERC in accordance with the PERC rules. Further, the Party desiring the Arbitration may have the option of submitting the grievance to "expedited" Arbitration under the PERC rules governing same.

- D. Either of the parties may request an extension of time at any one of the above Steps, but only one extension, providing the party desiring said extension gives notice to the other in writing before the expiration of the time limit specified in the specific Step. Such extension request shall not exceed five (5) days.
- E. 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 arbitration proceedings may be recorded by a stenographer at the expense of the party requesting same. The other party will be given a copy of same at no expense.
- F. All steps of grievances and arbitrations shall be handled on Authority time, during regular working hours, with no loss of pay or benefits to those involved in their handling, including the aforementioned Union officials, Steward, aggrieved employee(s) and all witnesses. Time paid for taking up these matters defined herein shall be paid at regular straight time rates of those involved, excepting, however, if any participants are on non-work time, then such time shall be paid at time and one-half. Such time spent by Union officials shall be exclusive of the time paid under Article 6, Section 6.
- G. 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.
- H. The costs of the arbitrator shall be borne equally by the parties.

ARTICLE X - DISCIPLINARY ACTION

A. Policy and Purpose

The Authority has the right to discipline or discharge an employee for just cause in accordance with the specific procedures outlined hereinafter.

B. Disciplinary Actions

1. Local Disciplinary Action

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

Penalty	Duration	Remarks
Suspension	3 days or less	The Authority has the option of charging suspension time against the employee's vacation entitlement.
Official Reprimand Resources		To be made a matter of record and filed with the Human Division.
Informal Reprimand		Not to be forwarded to the Human Resources Division.

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

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

2. Major Disciplinary Action

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

Penalty	Duration	Remarks
Dismissal		
Demotion		
Suspension	Not more than 60 Days	The Authority has the option of charging up to five (5) days suspension time against the employee's vacation entitlement.
Official Reprimand Division.		To be made a matter of record and filed with Human Resources

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

Should an employee's discipline result in a transfer, such transfer shall not be for a period longer than six months, after which the employee will be returned to his/her former job, work location, rate and seniority. Notwithstanding the foregoing:

- (a) The employee shall not have the right to be returned to his/her former job, work location, rate and seniority if the employee was disciplined during the period of the transfer;
- (b) Nothing herein shall prevent the Authority, the Union, and an affected employee from reaching a mutual agreement for a transfer, which exceeds six months.

At the time of transfer, the employee shall be placed at the bottom of the seniority list for the purpose of promotion.

A transfer, which has the effect of resulting in an incidental loss of pay, shall be treated as a transfer for the purpose of this section.

C. Limitations on Disciplinary Action

1. Such action may be taken only in conformance with the regulations set forth in this procedure.
2. Discipline may be imposed in cases of substantial or repeated shortages. The Union will be notified prior to the taking of any disciplinary action.
3. Patron Complaint: When a patron makes a complaint against a Toll Collector or Maintenance Person, such complaint shall be handled as follows:
 - (a) Within twenty-one (21) days of the incident occurring, the patron must put the complaint in writing, listing the exact details of the incident; including names, dates, times, places and happening, etc.
 - (b) Upon receipt, the Authority shall immediately forward a copy to the Union Office and the affected employee, however the name and address of the patron shall be omitted.
 - (c) An Authority representative and a Union representative shall meet with the patron to discuss the particulars of the incident. Such meeting to take place within fifteen (15) days of receipt of complaint. Thereafter, within five (5) workdays of the meeting with the patron, the Authority representative and the Union representative shall meet with the employee and discuss the complaint; such meeting will be held during the employee's regular shift, without loss of pay. Any time spent by the Union representative in meeting with the patron after 3:00 p.m. of any workday or during such Union Representative's off work hours shall be paid by the Authority to the Union representative. Such paid time shall be at the Union representative's straight-time hourly rate, to a maximum of two (2) paid hours, on a portal-to-portal basis, including mileage at 31¢ per mile (or the IRS rate if higher). If such meetings are held during the Union representative's regularly scheduled work hours, there shall be no loss of pay to the Union representative, and he/she shall be paid mileage at the rate of 31¢ per mile (or the IRS rate if higher) on a portal-to-portal basis.
 - (d) Within three (3) working days of the meeting with the employee as set forth in (c) above, the Authority representative shall determine whether a disciplinary hearing shall be warranted. In the event such a hearing is held, it must be held within ten (10) working days after the Authority's representative's determination, and shall either be before the Director of Tolls or the Director of Maintenance (whichever is applicable). If the decision results in discipline, it may be grievable by the employee beginning with Step 2 of the Grievance Procedure.
 - (e) Should the matter be submitted to Arbitration, the employee will appear without loss of pay.
4. Disciplinary action may be taken only once for a particular offense. However, an employee may, through repeated offenses, establish a course of conduct. In such cases, being disciplined for the course of conduct does not subject the employee to more than one disciplinary action for a single offense. Disciplinary action resulting from a charge of having established such a course of conduct may not include offenses committed more than one (1) year prior to commission of the latest offense. In all cases, disciplinary action shall be commenced not later than ten (10) working days following commission of the offense or not later than ten (10) working days following awareness by the person making the charge that an offense has been committed. When the charges are made, the Union will receive a copy of such charges.
5. An employee may tender his/her resignation at any time in accordance with the terms of the Agreement. Such resignation may be accepted by the Authority, but may be rejected, depending on the gravity of the offense, in which event resort will be had to disciplinary action. Should an employee resign while disciplinary action against him/her is pending or being considered, the action is dropped if the resignation is accepted. If disciplinary action is pending or being considered and the resignation is accepted, the Director of Human Resources shall cause the employee's record to be made to read "Resigned pending disciplinary action", or "Resigned, disciplinary action being considered", as the case may be.
6. All disciplinary hearings held under this Article shall be held between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday. If all or a portion of the hearing takes place at a time other than during the employee's normal work hours, then the employee shall be paid for such actual time at such rate as would otherwise be required under this contract for working the same hours, but the pay shall not include portal-to-portal pay.

D. Procedure

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

1. Local Disciplinary Action

In the event that the supervisor determines that the matter should be appropriately handled as a local disciplinary action, he/she shall serve upon the employee a written notice specifying the offense charged, a copy of which notice shall be sent to the Director of Maintenance/ Director of Tolls or his/her designee. The notice shall advise the employee of his/her right to file a written answer to the charges within five (5) working days of the date of service of the notice, copy of said notice to Union along with employee's attendance and leave record, and shall inform him/her of a date not more than ten (10) working days thereafter, as well as a place, when and where the matter will be heard by the Hearing Officer to be appointed by the Director of Maintenance/ Director of Tolls or his/her designee for such purpose. The employee shall also be informed that he/she may be represented and accompanied by any Union representative of his/her own choosing subject to the limitations set forth in Article 1X-Paragraph C and may present any pertinent information or evidence, including witnesses, in his/her own behalf. Any such hearing shall not be scheduled on involved employee's day off. The Union shall be permitted to inspect the employee's file in connection with any hearing within five (5) days of such hearing, providing the employee involved has given written permission to the Authority to permit such inspection by the Union.

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

(b) Should an employee be given either a verbal or written warning, an Informal or Written Reprimand or suspension, such employee may grieve the discipline pursuant to Article 1X, paragraph B and arbitration.

2. Major Disciplinary Action

In the event the supervisor determines that the matter should not be handled as a local disciplinary action by reason of the seriousness of the offense involved, he/she shall forward a complete written report of the matter to the Director of Maintenance/ Director of Tolls or his/her designee together with his/her recommendations. If, upon review of such report and recommendations, the Director of Maintenance/ Director of Tolls or his/her designee shall determine that a major disciplinary action is warranted, he/she shall prepare, with the assistance of the General Attorney, a written notice specifying the offense charged and cause the same to be served upon the employee. The notice shall advise the employee of his/her right to file a written answer to the charge within five (5) working days of the date of service of the notice, and shall inform him/her of a date not more than ten (10) working days thereafter, as well as a place, when and where the matter will be heard by the Director of Maintenance/ Director of Tolls or his/her designee. The employee shall also be informed that he/she may be represented and accompanied by any representative of his/her own choosing and may present any pertinent information or evidence including witnesses, in his/her own behalf. Any such hearing shall not be scheduled on involved employee's day off.

The Director of Maintenance/ Director of Tolls or his/her designee shall consider the testimony presented at the hearing and the written reply, if any, of the employee charged, and, if he/she determines the employee to be guilty, shall impose a suitable penalty within the limitations of major disciplinary action.

An employee may, after being informed of a decision, file a grievance. The disciplinary grievance shall have one (1) step before the Manager of Labor Relations. Then the matter can then proceed to arbitration.

E. Interim Suspension

In the event of an alleged serious offense, the Director of Maintenance/ Director of Tolls or his/her designee may suspend the employee without pay, pending drafting of charges and until final decision on appeal, should an appeal be taken. The Director of Maintenance/ Director of Tolls or his/her designee shall present, in writing, to both the affected employee and the Union, a Notice of Suspension within five (5) working days, stating the general nature of the charge. A major disciplinary hearing shall be held within five (5) working days of the Notice, unless the time is mutually extended by the Authority and the Union. Within three (3) working days of the close of the hearing, the Director of Maintenance/ Director of Tolls or his/her designee shall render a decision to the Union and the charged employee in writing. If discipline is upheld, the employee shall have recourse to the grievance procedure, as set forth in Article 1X, paragraph B, within five (5) working days of the Decision, or, at the option of the Union, the matter may

immediately be moved to Step 3 (arbitration). If the final decision is that a suspended employee be dismissed, the dismissal is effective as of the first date of the suspension. If the final decision is to demote the employee, the demotion is effective as of the first date of suspension. If the final decision is other than dismissal, suspension or demotion, the employee receives full pay for the period of suspension as soon as the final decision is reached. If the final decision is demotion, the person or board making the decision may, at its discretion, authorize payment of the lower rate, for all or part of the period of suspension.

F. Waiver of Hearing

Following receipt of charges, the employee may in writing waive his/her right to a hearing and to contest the charge. Such waiver shall not deny the employee the right to appeal to the Director of Maintenance/ Director of Tolls or his/her designee as outlined herein, should he/she feel that the penalty is too severe. In the event of waiver and subsequent appeal, the Authority agrees that such waiver will not be raised should the matter finally proceed to Arbitration.

ARTICLE XI - BENEFITS

"A" - HOLIDAYS

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

1. Employees

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

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

2. Employees, in order to be paid for a holiday, must be present or on excused absence, sick leave or vacation on either the work day immediately preceding or following the regularly scheduled holidays. A Union officer released from duty shall be considered on excused absence under Article VI for the purpose of eligibility for Holiday Pay.
3. Policies affecting Holidays
- (a) Holidays, which fall on either Saturday or Sunday, will be observed on Friday or Monday respectively in the Maintenance Department. In Tolls, or Maintenance Person (2) who works on the day of a holiday occurring, will be paid the premium pay for that day.
 - (b) In Maintenance an employee will receive an additional days' absence with pay when a recognized holiday falls within his/her vacation period. Such day may be taken at any time by the employee, provided that the employee schedules the day at least five (5) working days in advance, and such day shall not then be unreasonably denied. In Tolls a recognized holiday which falls within a Collector's vacation period will be compensated for in the same manner as a normal scheduled day off.
 - (c) The Authority will grant an additional bonus compensation each day to those employees who are called into work whether scheduled or not on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter Sunday, Mother's Day and Father's Day shall be \$70.00 for each year of the contract.
 - (d) Holiday pay shall consist of eight-(8) hour's pay at straight time. Employees who work on a holiday shall be paid in accordance with Article III, C, Section 5(b).

- (e) Employees scheduled to work on a holiday and having an authorized absence on that day shall receive holiday pay in addition to their authorized absence pay.
- (f) Employees working rotating shifts and scheduled off on the holiday shall receive holiday pay for the holiday in addition to their regular week's basic salary.
- (g) The holiday period shall be considered to be from the start of the 1-shift series on the day preceding the holiday to the end of the 3-shift series on the day of the holiday in Tolls, and from 12:00 midnight to 12:00 midnight in Maintenance and Utility.
- (h) An employee on leave of absence shall be paid one 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 lay-off. Employees on Worker's Compensation during a period in which a holiday falls will be paid in accordance with the provisions dealing with Worker's Compensation.
- (i) Any holiday falling within an employee's five (5) day waiting period provided in the Temporary Disability Plan, shall entitle the employee to said holiday pay.

"B" - VACATION PLAN

1. Allowances/Permanent Employees

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

<u>Length of Service Occurring During Calendar Year</u>	<u>Working Days Vacation Allowable in Calendar Year</u>
Less than (1) year	Up to 6 days
1 year but less than 7 years	10 days
7 years but less than 10 years	15 days
10 years but less than 15 years	20 days
15 years	21 days
16 years	22 days
17 years	23 days
18 years	24 days
19 years	25 days
24 years	26 days
25 years	27 days
26 years	28 days
27 years	29 days
28 years	30 days

- (b) (1) An employee, after 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 16th of any month shall be considered as having been employed on the first of such month.
- (2) In subsequent calendar years, employees shall be eligible for vacation as set forth in the above schedule.
- (c) An employee whose employment terminates within 90 days of his/her hiring is not entitled to vacation or to pay in lieu thereof.
- (d) Vacations will normally be taken in periods of at least five (5) consecutive working days. However, the Maintenance Section Head, in Utility the appropriate Supervisor, or in Tolls, the Area Manager, may at their discretion allow employees to take vacations of less than five (5) consecutive days. However, employees who are entitled to more than ten (10) vacation days may take the remainder of entitled time off on a day-to-day basis. It is agreed, however, that no employee will be permitted to take more than ten (10) individual days hereunder. The individual days must be selected at least forty-eight hours in

advance, provided that Management may limit such time off to one (1) employee per shift, per Plaza, in Tolls. Notwithstanding the foregoing, the Authority reserves the right to deny use of a single vacation day for staffing considerations, which shall include whether or not overtime will be incurred.

- (e) Vacations shall be taken in the calendar year in which they are earned, or in the case of a newly hired employee, the calendar year in which he/she becomes eligible, and if not so taken will lapse. However, if a vacation or any part thereof is not taken or granted because of workload requirements or other extenuating circumstances as certified by the Director of Maintenance/ Director of Tolls or his/her designee, such vacation or part thereof shall accumulate for the individual employee and shall be granted and may be taken during the next succeeding year only.
- (f) An employee who has notified the appropriate Division/Section Head (who will forward this request to the Payroll Division) at least three (3) weeks prior to an approved vacation date will receive, prior to such vacation date, the amount of vacation pay equal to the days scheduled for vacation.
- (g) Due to the difficulty in scheduling vacations tied into scheduled days off, it is the intention of the Authority and the Union to cooperate whenever possible to permit such vacation scheduling.
- (h) Any employee entitled to at least twenty (20) days of vacation may, upon three weeks notice to the Authority/supervisor, opt to cash-in up to ten (10) paid days of vacation time. Any employee entitled to at least fifteen (15) days but less than twenty days of vacation may, upon three weeks notice to the Authority/supervisor, opt to cash-in up to five (5) paid vacation days.

2. Employees on Leave

- (a) No vacation will accrue to any employee while that employee is on extended active duty under the Military Leave of Absence Policy, or on ordinary Leave of Absence in excess of 30 calendar days as set forth in the Leave of Absence Policy, but vacation shall accrue for paid leave of absences or for absences due to on-the-job illness or injury.
- (b) Employees granted leaves of absence in excess of 30 calendar days without pay or extended active military duty may be granted pay in lieu of vacations accrued on a monthly basis to date of the commencement of such leaves.
- (c) Length of service, computation of vacation and sick leave entitlement, shall include all prior continuous service in the employ of the State of New Jersey immediately prior to original employment by the Authority, but only with respect to persons employed by the Authority as of October 11, 1956, the date of adoption of the original Resolution 56-98, pursuant to which these regulations are promulgated.

3. Termination

An employee who resigns or whose services are terminated for any reason other than misconduct shall receive with their final pay their accumulated vacation pay and same shall be computed on a prorated basis as of the last day of employment.

4. Retiring or Deceased Employees

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

5. Procedure for Selecting Vacations

Maintenance Department

- (1) Tentative vacation schedules shall be submitted to the Crew Manager by February 1st of each year for review, or, if vacation is proposed prior to this date, one month advance notice shall be given to the Crew Manager for review.
- (2) Within each Maintenance Crew, choice of vacation dates shall be selected by employee on basis of seniority from date of hire. The Authority reserves the right to limit the number of various job categories which are permitted to be off at one time in order to insure the efficient performance of Maintenance services, subject to expedited grievance procedure.

- (3) Whenever a Holiday falls within a vacation period, the additional day off shall be taken at any time by the employee, subject to forty-eight (48) hours' notice.

Tolls Department

- (1) Vacations shall be permitted on year-round basis. Summer vacations of ten (10) days in consecutive order are permissible from May 15th to September 15th for Collectors entitled to three (3) weeks or more.

Collectors entitled to two (2) weeks can select five (5) days during the summer. Collectors entitled to one (1) week vacation may select their week in the summer if any period is open.

Selection Procedure by Steps

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

	<u>1st Selection</u>
4 weeks or more persons	Select 1 week or 2 consecutive weeks any time of the year.
3-week persons -	Select 1 week or 2 consecutive weeks any time of the year.
2-week persons	Select 1 week any time of the year.
1-week persons	Select 1 week any time of the year.
	<u>2nd Selection</u>
4 weeks or more persons	Select 1 week or 2 consecutive weeks any time of the year.
3-week persons	Select 1 week or 2 consecutive weeks any time of the year.
2-week persons	Select 1 week any time of the year.
	<u>3rd Selection</u>
4 weeks or more persons	Select 1 week or 2 consecutive weeks any time of the year.
3-week persons	Select 1 week any time of the year.
	<u>4th Selection</u>
4 weeks or more persons	Select 1 week any time of the year.

5th Selection

Any vacation in excess of four (4) weeks.

- B. Three-week or more Collectors may take up to their full allowance in the winter period.
- C. Vacations must be taken during the calendar year from January 1 to December 31st.
- D. Requests for vacations will be submitted to the Plaza Supervisor on the Vacation Request Form 65-30T (Rev. 1) starting October 1 for the following year. Collectors will select their vacations in seniority order with each Collector given one (1) to a maximum of three (3) full days to make his/her choice as his/her turn arrives. Failure to select his/her period in his/her allotted time will result in his/her being dropped to the bottom of the Plaza Roster, however, employees absent during their selection period will be contacted at their home in order to make their pick, and there shall be a Shop Steward present when such calls are made.
- E. Collectors who have failed to select their vacations within the prescribed time may select in seniority order after all others have selected theirs. Vacation selections must be completed by December 15, for the following year.
- F. Failure to select a vacation by December 15, will result in the Plaza Supervisor assigning one. All vacation schedules must be completed by December 31.
- G. New Collector employees will be granted vacation days off in accordance with their eligibility and with the approval of the Plaza Supervisor and Area Manager, and such approval shall not be unreasonably withheld or delayed.
- H. Posting Vacation Vacancies/Any selected vacation period vacated by promotion, retirement, etc., will be posted for one bid at the Plaza in which it occurs on a seniority basis/and likewise, all bids resulting therefrom.

Maintenance Persons 2

Maintenance Persons 2 will select their vacation period in accordance with seniority; provided, however, that the specific vacation time off shall be subject to the manning and staffing requirements of the Authority.

"C" - BEREAVEMENT PAY

Death in the Immediate Family

Any employee who is absent from work because of the death, funeral or other matters shall be entitled to the following paid release time up to five (5)-bereavement days for:

- Spouse
- Child
- Parent
- Brother
- Sister
- Step-child
- Step-parent
- Step-brother
- Step-sister

Up to three (3)-bereavement days shall be granted for:

- Parent-in-law
- Grandparent
- Grandparent-in-law
- Grandchild
- Son or daughter-in-law
- Brother-in-law
- Sister-in-law

The employee will provide reasonable verification of the death.

Employees shall have thirty (30) calendar days from the death of a family member to exercise the bereavement entitlement as set forth in this Article. There shall be no bereavement entitlement after the expiration of said period.

It is further understood an employee on vacation or any other absence may elect additional days off with pay to substitute for those on vacation or other paid absence.

"D" - MEDICAL, DENTAL AND VISION CARE PLANS

For further explanation, see Addendum "C" and your Group Medical/Dental and Vision Care Insurance Booklet.

1. Dental Plan

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

2. Hospital, Surgical, Medical Program

Employee under age 65: The Authority will provide a reimbursement plan for usual customary and reasonable charges for hospital/surgical and medical procedures for all full-time permanent employees and eligible dependents as provided for in the plan document except as set forth in the health benefits side letter attached as Addendum D. Outpatient emergency treatment, x-ray and laboratory coverage will be provided as per schedule in the plan.

Employees age 65 and over: All employees age 65 and over who desire hospital/surgical, medical benefits will be required to enroll in parts A & B under the Federal Medicare Program. Reimbursement for Medicare Part B shall be eliminated as of 4/1/2000. All individuals currently retired or who retire prior to 12/31/99 shall continue to be reimbursed for Medicare Part B. Supplementary coverage will be provided to all employees in this group so that their benefits will be equal to those of the personnel under age 65.

3. Major Medical Protection

The Authority will provide a major medical insurance plan for all full-time employees and eligible dependents as set forth in the health benefits side letter attached as Addendum D. Addendum D applies to all insurance plans offered by the Authority. Effective July, 1983 it shall be a one million-dollar maximum policy.

4. Vision Care Plan/Family

For further explanation, see Addendum "C" and your Group Medical/Dental and Vision Care Insurance Booklet.

The vision plan benefit totals for contract years 2003 and 2004 shall be as follows:

Comprehensive Examination	— \$40.00
Bifocal Lens	— \$60.00
Frames	— \$40.00
Contacts	— \$60.00

The vision plan benefit totals shall be increased effective 7/1/05 as follows:

Comprehensive Examination ---	\$40.00
Bifocal Lens -----	\$65.00
Frames -----	\$45.00
Contacts -----	\$60.00

5. Eligibility

New employees will be eligible for hospital/surgical, major medical, dental and vision protection on the first of the month next following two months after the effective date of hire.

6. Any employee who is over the age of forty (40) years old

Any employee who is over the age of forty (40) years may, at his or her option, receive an annual physical from a physician of the employee's choice, for which the Authority shall be obligated to pay up to one hundred and sixty dollars (\$160.00) per annum.

"E" - WORKER'S COMPENSATION

Supplementary Worker's Compensation

Supplementary Workers Compensation benefits equal to at least the employee's full net take-home pay for a regular forty hour week at the time of injury will be paid on a current basis without interruption of salary. The period of such payment shall be based upon an employee's length of permanent service with the Authority as indicated in the schedule below:

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

The benefits under this policy shall be payable for work absences due to occupationally incurred injuries or illness, authorized by the Parkway's Medical Director. Any employee reporting for an examination by the Authority doctor (or Authority referred doctor), due to occupationally incurred injuries or illness, shall be paid 31¢ per mile or the prevailing IRS rate (whichever is higher) for a distance measured by the distance between the employee's work place and the medical office and return.

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

The Authority will notify the Union of the name of employee filing a Worker's Compensation Claim.

"F" - PENSION PLAN

- A. Permanent full-time employees are required to join the Public Employees Retirement System at the time of hire. This Plan requires employees to make contributions to the System on a percentage basis according to age at time of hire. The Authority also contributes sums in excess of the sums contributed by the employees, thus providing for a retirement income.

Basically, the program provides each qualified employee with:

- 1. A guaranteed retirement income for life based on the total years of service credit established in the System and final average salary.
- 2. Financial protection in case of disability or death.
- 3. Benefits in addition to Federal Social Security coverage.

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

- B. In connection with (2) above, this System has as one of its main features life insurance protection totaling 3 times the employee's base salary. Of this 1-1/2 times annual salary is available at no cost. Descriptive brochures describing the Pension Plan in greater detail are available.

"G" - SCHOLARSHIP POLICY

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

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

For each two semesters (a college year), the total sum shall be as follows:

Effective 7/1/2004	-- \$900.00 per college year
Effective 7/1/2005	--\$1,000.00 per college year
Effective 7/1/2006	--\$1,100.00 per college year

The monies will be paid directly to an accredited college institution provided official documentation of enrollment is supplied to the Human Resources Division. The conditions under which this program is operated are on file in the office of the Director of Human Resources.

"H" - ACCIDENT AND SICK BENEFIT PLAN

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

Sick Leave is accumulative. Those employees who die (to the estate) and who have completed at least one (1) year of service will receive payment of 100% of their unused Sick Leave entitlement. Employees who resign or are laid off for a period of at least two months 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; those employees who resign or are laid off for a period of at least two months after ten (10) years of service will receive a payment of 100% of their unused Sick Leave entitlement. See paragraph "I" RETIREMENT for retirement situation.

Any employee who has accumulated more than 125 days of Sick Leave entitlement in any calendar year, may at the end of that year 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 125 days. 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 who accumulate a sick bank of more than (400) hours will be eligible to cash in up to five (5) days per year. But, in no event shall such cash-in reduce the accumulated balance to less than (400) hours. Employees who are eligible to cash in sick leave must give notice to the Authority on or before October 15, in which case the employee shall be paid for said cashed in sick leave the first pay period of December of that 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.

Once this option is exercised, the employee will not be eligible for grandfather status again.

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:

- (1) The following sick allowance balances will be required in order to utilize personal leave as follows:

16 days	1 PSA day
17 days	2 PSA days
18 days	3 PSA days
19 days	4 PSA days
20 days	5 PSA days
- (2) None will be granted on a holiday.
- (3) Personal leave days are not cumulative.
- (4) Personal leave days will not be substituted for any prior or unexcused absences without pay.

- (5) No more than (1) person per shift at a Toll Plaza or three persons in a Maintenance Yard unless approved by Supervisor. Notwithstanding the foregoing, the Authority reserves the right to deny use of a PSA day for staffing considerations, which shall include whether or not overtime will be incurred.
- (6) Five (5) days prior written notice in order to be properly scheduled.
- (7) Personal leave days not used within the calendar year will remain credited as sick days.
- (8) In the event of emergency, five (5) days written notice will be waived, provided, however, that the employee must give reasonable notice, by telephone or in writing, to the Supervisor then on duty, setting forth the date of the absence and the nature of the emergency.
- (9) No payment will be made upon termination. For the purpose of computing unused sick leave pursuant to this provision, there shall be deducted therefrom any sick leave days taken in excess of the number to which the employee would have been entitled by reason of length of service as of the effective date of this program.

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

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

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

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

Regulations

- A. For permanent employee's benefits shall be calculated on the basis of the employee's base rate (including shift differential, if any). For probationary employees, benefits shall be calculated on the basis of employee's base pay rate (including shift differential, if any) in effect at the beginning of the absence.
- B. Although the schedule is indicated in days, benefits allowable under the plan shall be calculated to the nearest quarter hour.
- C. If an employee is absent on a holiday which falls on a day he normally would not have been scheduled to work, such holiday shall not be charged against his/her allowable sick leave benefits.
- D. An employee will qualify for benefits on completion of three months of active and continuous service. By active and continuous service is meant periods of employment for which credit is given under this plan. Credit is given for the periods of an employee's service from his/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 13 consecutive weeks.
 - 2. Other reasons over which the employee has control when such absence exceeds 13 weeks.
- E. An employee who has completed six or more months of service and who is granted a military leave of absence will qualify for benefits applicable to his/her completed years of service, including the period of his/her military leave, upon return to Authority service.
- F. An employee must commence anew to establish completed years of service under this plan:
 - 1. If he/she is re-employed after having been terminated prior to accumulation of six consecutive months of active and exclusive service, or
 - 2. After resignation.
- G. Employees may be required to submit a medical certificate signed by a physician showing that the absence is due to illness or accident within the meaning of this plan after absence of four (4) consecutive days or after six (6) separate occasions in a 12 month period.

The number of days or separate occasions provided for herein shall begin anew when an employee is free from any such absences for a period of 90 days or more. At the signing of this Agreement, new records shall commence concerning this provision.

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

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

Employees on personal leave of absence who are unable to report to work at the end of their scheduled leave due to illness or injury which occurs during such leave shall be entitled to receive benefits for which the employee may be eligible from the date of the employee's scheduled return from leave.

- I. Where an illness or accident occurs during absences when the employee is otherwise eligible for benefits and the illness or injury continues beyond the date the employee is scheduled to return to work, he/she will be entitled to the extent he/she 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 his/her 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.

- J. If an employee is absent on the first scheduled work day of a calendar year because of continuous sick leave which began in the prior calendar year, he/she will not qualify for new annual benefits until he/she has returned to active service of at least five consecutive working days. However, an employee on such continuous sick leave will be entitled to the balance of sick time, to which he/she was entitled at the end of the prior calendar year, until such time as he/she qualifies for his/her new entitlement.

- K. Any employee reporting for examination by the Authority doctor (or Authority referred doctor) shall be paid 31¢ per mile or the prevailing IRS rate, whichever is higher, for a distance measured by the distance between the employee's work place and the medical office and return.

"I" - RETIREMENT

1. Vacation Pay

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

2. Sick Leave

Employees who retire or die prior to 1/1/2001 (to the estate) and who have completed at least one (1) year of service will receive payment of 100% of their unused Sick Leave entitlement and the full fifteen (15) days for the year in which retirement occurs (less any days actually used in that year). However, effective 1/1/2001 all remaining sick time of the (15) day's entitlement for the year of retirement shall be prorated. If an employee dies during the contract year, his/her estate will be paid any sick days remaining for that year, up to the fifteen (15) paid sick days, notwithstanding the date of death (i.e., there shall be no pro-rating of sick leave to the estate in the case of death).

3. Medical Protection After Retirement

Those employees hired after July 1, 1996 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 fifteen (15) years of service. Health Insurance coverage for the retiree's dependent(s) {those employees hired on or after July 1, 1996} will likewise be on the same terms as currently exist for dependents of retired employees in State service.

Retirees will carry into retirement the same coverage they had prior to retirement. The entire amount will be paid by the Authority except as set forth in Addendum D. Additionally, effective July 1, 1989, the benefits will include the Dental and Vision Care Plans. To be eligible for Health Benefits upon retirement, a ten year employment requirement with the Authority will apply to all employees hired between July 1, 1989 and July 1, 1996.

All retirees age 65 and over who desire to participate in the Authority's hospital/surgical, major medical benefits must be enrolled in parts A&B under the Federal Medicare Program. Reimbursement for Medicare Part "B" payments shall be eliminated as of 4/1/2000 for active employees and those retiring after this date.

Retirees in this category are eligible for supplementary benefits to the Medicare Program. Supplementary coverage will be provided to all employees in this group so that their benefits will be equal to those of the personnel under age 65.

4. Public Employees' Retirement System

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

5. There shall be no mandatory retirement age.

6. Employees who retire after 12/31/99 shall not receive non-revenue tickets.

"J" - UNIFORMS

Provisions covering uniform clothing and equipment are found in Part III of the Toll Collector's Manual. A cleaning allowance will be paid in the amount of \$349.00 for the first year of the contract payable at a flat rate of \$29.08 per month. Effective July 1, 2004 the rate shall be \$374.00 per year payable at a flat rate of \$31.17 per month.

All Toll employees will receive a safety shoe allowance of \$85.00 annually for the first year of the contract and the remainder of the contract shall be \$95.00 annually. Maintenance employees will receive a safety shoe allowance of \$255.00 for the first year of the contract, \$170.00 in the second year, \$265.00 in the third year, and \$170.00 in the fourth year of the contract.

Maintenance employees will receive uniforms (including a winter coat) as required. The pants received shall be summer weight pants in the spring and winter weight pants in the fall.

Maintenance employees will be paid a cleaning allowance of \$267.00 for the first year of the contract payable at the flat rate of \$22.25 per month. Effective July 1, 2004 the rate shall be \$292.00 per year payable at a flat rate of \$24.33 per month.

Each Maintenance employee shall receive a lightweight spring/summer jacket, fully waterproof, every second spring. Maintenance and Utility employees shall receive one winter coat and one pair of insulated coveralls every two years. The type of jacket and coverall will be mutually agreed upon between the Union and the Authority.

Tolls employees shall receive two sweaters, one windbreaker and one baseball hat per contract year. In addition to which toll employees shall receive two- (2) polyester and two- (2) cotton blend toll pants, as well as their regular uniform allotment.

"K" - TEMPORARY DISABILITY BENEFITS PLAN

I. Eligibility

Temporary Disability Benefits are payable to an employee during absence from work because of disability due to non-occupational injury or illness. Temporary Disability Benefits are payable to an employee, excluding part-time and temporary employees, who has completed six months of continuous service, and who has completed a five (5) scheduled work day waiting period without pay.

II. Waiting Period

Saturdays, Sundays, and other non-work days will be counted as days absent only after the waiting period has been satisfied, or they were scheduled work days for the employee. A new waiting period applies to each period of absence in an assigned benefit year if the employee has returned to active service for at least five (5) consecutive working days, following an absence covered under this Plan. Hospitalization or 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 15 day period has occurred. Hospitalization is any admission and confinement to a hospital bed for more than twenty-four (24) hours.

III. Benefit Year and Benefits

- A. A benefit year is the fifty-two-- (52) week period commencing with the first full scheduled workday of absence following the exhaustion of paid sick leave benefits. An employee who is assigned a benefit year and receives Temporary Disability Benefits of 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 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. Any holiday falling within an employee's 5 day waiting period provided in the Temporary Disability Plan shall entitle the employee to said holiday pay (eight (8) hours pay at full rate).

IV. Conditions

- A. Sick leave benefits are not earned, or accrued to the credit of the employee while on Temporary Disability. Where Temporary Disability occurs after the start of a new calendar year, sick leave will again accrue to an employee on a pro rata basis upon return to work for five (5) consecutive days.
- B. While on Disability an employee upon request shall be available at his/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. If using his/her own auto for such travel for examination, the employee shall be paid 31¢ per mile or the prevailing IRS rate (whichever is higher) portal-to-portal.
- 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.
- E. Any employee who has exhausted his/her sick days and Temporary Disability Benefits payments, excluding on-the-job illness or injury, shall not accrue sick leave or vacation leave thereafter.

V. Exclusions

- A. Disability Benefits are not payable where the injury or illness resulted during:
 - 1. Employment for wage, profits, or gains for any employer other than the New Jersey Highway Authority;
 - 2. Participation in a war or any type of activity involving service in the armed forces;
 - 3. The commission of an unlawful act or flight therefrom.
- B. Benefits under this Plan will be terminated during the period an employee fails to comply with its terms, or while engaged in any gainful occupation during the period for which Benefits are claimed, or who resigns or is terminated for cause.
- C. In all questions regarding the degree of Disability or the duration of same, the written medical opinion of the Authority physician will prevail.
- D. An employee who applies for and receives Temporary Disability Benefits pay without being entitled thereto may be subject to disciplinary action at the discretion of the Authority, and in addition, will be liable for return of all money improperly received.
- 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.

ARTICLE XII - WORKING CONDITIONS

Section 1

The Authority and the Union agree to cooperate in providing measures, which will continue to make employee's working conditions and surroundings pleasant. The Union agrees that all employees shall care for and make proper use of the clothing issued by the Authority. The Authority shall give consideration to all suggestions submitted by employees and/or the Union.

Section 2

Employees, whenever possible, shall be assigned work within their Job Classification. In no event shall an employee be assigned work of a higher Classification when another employee of the higher Classification is available to do the work unless such time is to be credited to the CAP Program. Whenever Toll Collectors train/instruct Summer Temps or new hires, such Collector shall be compensated at the CAP rate for all such time spent training/ instructing.

Section 3

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

Section 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 Business Manager and the Executive Director, Director of Tolls, Director of Maintenance and Safety Manager. The Authority Chairperson shall be an ex officio member of the Committee. The Committee shall meet at least once every second month, 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.

Section 5

No employee shall be required to perform work other than that set forth in his/her particular job description (Article XV). Each employee shall be responsible to his/her immediate supervisor, or person in charge of his/her work assignment, except in cases of emergency or where the best interests of the Authority otherwise dictate. In the event a change in assignment is ordered by a superior other than an employee's immediate supervisor, Authority agrees that it shall be the responsibility of such superior to notify the immediate supervisor of such change forthwith by the most direct method available. A Toll Collector assigned to a lane will not be replaced with one from another Plaza, except by agreement with the employee.

Section 6

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

ARTICLE XIII - MUTUAL COOPERATION

Section 1

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

Section 2

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

Section 3

The parties agree that the pursuit of harmonious relations between the Union and Authority is the continuing intent of the parties, recognizing the mutual responsibility of each under the applicable PERC/New Jersey Employer/Employees Relations Act of the State of New Jersey, to avoid strife and resolve quickly all disputes.

Section 4

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

Section 5

The Union agrees that this Agreement was reached in good faith pursuant to the applicable PERC/New Jersey Employer/Employees Relations Act of the State of New Jersey, and to abide by the terms and conditions of this Agreement through the life of the Agreement.

Section 6

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

Section 7

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

Section 8

The Union further agrees that Authority shall have any and all recourse in law to restore normal working operations.

Section 9

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

Section 10

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

ARTICLE XIV - JOB CLASSIFICATIONS

Section 1

Job Classifications and Descriptions for the following shall appear attached hereto as Addendum "A": Toll Collector, Maintenance, Maintenance Persons 1, Maintenance Persons 2, Maintenance Person General, Maintenance Specialists, Mechanic Specialists, Mechanic 1, Mechanic 2, Sign Fabricator Specialist, Sign Fabricator 1, Sign Fabricator 2, Maintenance Person 1-Landscape; Maintenance Person General-Landscape, Specialist-Landscape; Painter; General Painter; Specialist-Painter; General Line Painter/Pavement Reflectors, Specialist-Line Painter/Pavement Reflectors; Toll Violator Officer. No changes shall be made in Job Classifications or Descriptions except as may be agreed upon by the parties hereto.

Section 2

If the Authority requires the addition of new Job Classifications and attendant Descriptions due to a change in the nature of work assignments, it shall notify the Union and if requested, meet with the Union within ten (10) days to negotiate same. If the

matter is not resolved by both parties at such meeting, the Authority may institute said job or jobs and the Union may submit same to Arbitration for resolution.

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

ARTICLE XV - RATES OF PAY

Section 1

Subject to other provisions of this Agreement, the Authority agrees that the hourly rates for all employees covered by this Agreement shall be as specified within this Article. Reflected in those hourly rates are the following increases, which become effective on the dates shown.

A general increase to the straight-time hourly rates of all employees covered by this Agreement shall be effective as follows, and the schedule for top of range rates is annexed hereto:

- 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

TOP OF RANGE RATES

	7/1/03	7/1/04	7/1/05	01/01/06	07/01/06	01/01/07
Maintenance Person (1)	23.03	23.70	24.17	24.65	26.21	26.82
Mechanic (2)	23.86	24.55	25.04	25.55	27.12	27.76
Mechanic Specialist	26.84	27.62	28.17	28.74	30.38	31.10
Maintenance Pers (Gen)	24.87	25.59	26.10	26.62	28.22	28.88
Maintenance Rdwy (Spec)	25.83	26.58	27.11	27.66	29.28	29.97
Maintenance Pers(1) Land	23.76	24.45	24.93	25.43	27.01	27.64
Sign Fabricator (2)	23.76	24.45	24.93	25.43	27.01	27.64
Mechanic (1)	25.64	26.39	26.92	27.45	29.07	29.75
Sign Fabricator (1)	25.64	26.39	26.92	27.45	29.07	29.75
MP Gen. Landscape	25.64	26.39	26.92	27.45	29.07	29.75
Maint Spec. Landscape	26.61	27.39	27.93	28.49	30.13	30.84
Maint Spec. Sign Painter	26.61	27.39	27.93	28.49	30.13	30.84
Toll Collector	23.38	24.06	24.54	25.03	26.60	27.22
Toll Violation Officer	24.79	25.51	26.02	26.54	28.13	28.79
Maintenance Person (2)	17.13	17.63	17.98	18.34	19.76	20.22
Painter	23.76	24.45	24.93	25.43	27.01	27.64
Landscape Gen. Painter	25.64	26.39	26.92	27.45	29.07	29.75
Gen. Line Painter/ Pavement Reflectors	25.64	26.39	26.92	27.45	29.07	29.75

Effective 7/1/06, a 7th Step will be added with a twenty-four (24)-month eligibility requirement (i.e., the employee must be at step six for at least 24 months in order to move to step seven).

The 7th step shall reflect an increase of one dollar (\$1.00) over the then-current top of range for each bargaining unit title.

The following rate schedule shall be effective for all employees hired prior to July 1, 1996:

Date	3 yrs	4 yrs	5 yrs	6 yrs	24 Month Prev Step
07/01/2003	20.96	23.03	N/A	N/A	
07/01/2004	21.57	23.70	N/A	N/A	
07/01/2005	22.00	24.17	N/A	N/A	
01/01/2006	22.44	24.65	N/A	N/A	
07/01/2006	22.94	25.21	N/A	N/A	26.60
01/01/2007	23.48	25.80	N/A	N/A	27.22

The following rate schedule shall be effective for all employees hired after July 1, 1996:

		Start	6mo	1 yr	2 yrs	3yrs	4 yrs	5 yrs	6 yrs	24 Month Prev Step
Maintenance Person (1)	7/1/03	11.58		13.55	15.50	17.47	19.43	21.37	23.03	
	7/1/04	11.92		13.94	15.95	17.97	19.99	21.99	23.70	
	7/1/05	12.16		14.22	16.27	18.33	20.39	22.43	24.17	
	1/1/06	12.40		14.50	16.59	18.70	20.80	22.88	24.65	
	7/1/06	12.68		14.83	16.97	19.12	21.27	23.39	25.21	26.21
	1/1/07	12.98		15.18	17.37	19.57	21.77	23.94	25.80	26.82
Mechanic (2)	7/1/03	12.37		14.34	16.30	18.25	20.22	22.17	23.86	
	7/1/04	12.73		14.75	16.77	18.78	20.80	22.81	24.55	
	7/1/05	12.98		15.05	17.11	19.16	21.22	23.27	25.04	
	1/1/06	13.24		15.35	17.46	19.54	21.64	23.74	25.55	
	7/1/06	13.54		15.69	17.84	19.98	22.13	24.27	26.12	27.12
	1/1/07	13.86		16.06	18.26	20.45	22.65	24.84	26.73	27.76
Maintenance Pers (1) Land Sign Fabricator (2)	7/1/03	12.37		14.34	16.30	18.25	20.22	22.17	23.75	
	7/1/04	12.73		14.75	16.77	18.78	20.80	22.81	24.44	
	7/1/05	12.98		15.05	17.11	19.16	21.22	23.27	24.92	
	1/1/06	13.24		15.35	17.45	19.54	21.64	23.74	25.42	
	7/1/06	13.54		15.69	17.84	19.98	22.13	24.27	26.00	27.00
	1/1/07	13.86		16.06	18.26	20.45	22.65	24.84	26.61	27.63
Toll Collector	7/1/03	11.58		13.55	15.50	17.47	19.43	21.37	23.38	
	7/1/04	11.92		13.94	15.95	17.97	19.99	21.99	24.06	
	7/1/05	12.16		14.22	16.27	18.33	20.39	22.43	24.54	
	1/1/06	12.40		14.50	16.59	18.70	20.80	22.88	25.03	
	7/1/06	12.68		14.83	16.97	19.12	21.27	23.39	25.60	26.60
	1/1/07	12.98		15.18	17.37	19.57	21.77	23.94	26.20	27.22
Toll Violation Officer	7/1/03				17.83	19.57	21.30	23.04	24.79	
	7/1/04				18.35	20.13	21.92	23.71	25.51	
	7/1/05				18.71	20.54	22.36	24.18	26.02	
	1/1/06				19.09	20.95	22.81	24.67	26.54	
	7/1/06				19.52	21.42	23.32	25.22	27.13	28.13
	1/1/07				19.98	21.92	23.87	25.81	27.77	28.79
Maintenance Pers (2)	7/1/03	11.19		12.92	15.53	17.13				
	7/1/04	11.52		13.29	15.99	17.63				
	7/1/05	11.75		13.56	16.30	17.98				
	1/1/06	11.98		13.83	16.63	18.34				
	7/1/06	12.25		14.14	17.01	18.76				19.76
	1/1/07	12.54		14.47	17.40	19.20				20.22

* Mechanic (1) and Mechanic Specialist shall receive a \$500.00 proficiency bonus payments on or about December 1 of 2003. Effective 7/1/2004 the proficiency bonus payment shall be \$600.00 payable on or about December 1, of each year.

Maintenance Persons 2 that have been promoted to MP I will be placed on the new guide as though they served in the promoted position from their date of full time hire.

ARTICLE XVI - AUTHORITY JURISDICTION

Section 1

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

Section 2

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

ARTICLE XVII - LEGAL APPLICATION

Section 1

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

Section 2

1. In connection with a pending 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 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 pensions or retirement system. The employees shall retain all the 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 employee 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.

ARTICLE XVIII - ABSENCE POLICIES

Section 1

Outlined below is the method of reporting absences.

- A. For this instruction an absent employee is any employee not reporting for duty and proposing to use such absence as sick leave benefits.
- B. Reporting Absences - Maintenance and Utility - When illness, injury or other emergency prevents an employee from reporting for duty, he/she must notify his/her immediate supervisor not later than 15 minutes prior to his/her regularly scheduled starting time.

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

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

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

Section 2

Excused Absence - With Pay

- A. Excused absence is paid absence, which is not charged to vacation allowance or sick leave.
- B. Basis for Excused Absence
 - 1. Court Leave/Employee summoned for jury duty or subpoenaed as a witness may be excused for extended periods. An employee called for court services, either as a witness or juror must present a Court Order, Subpoena or Summons to the Department Head as much in advance of the absence as possible. Upon return to work, the employee must submit written evidence of his/her attendance at court, showing dates served. (Such statements may be obtained from the Clerk of the Court). This evidence should be forwarded to the Director of Human Resources for filing in the employee's personnel jacket.

This provision 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 his/her scope of employment.

- 2. An employee called to Jury Duty shall be granted an excused absence for days on which he/she is required to be in court, or to serve on a jury provided proper notice is given to the employee's supervisor. If sufficient notice is given prior to posting of the work schedule, the Authority shall reschedule to provide said employee who sits on a petit jury with Saturday and Sunday off. Similarly, an employee who sits on a grand jury and is scheduled to attend grand jury duty on his/her scheduled day off, will, upon sufficient notice, have his/her day off rescheduled to another mutually agreeable day in that same work week.

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

- 3. Death in the Immediate Family/See Article XI/"C"/Bereavement Pay.
- 4. Military Duty/Employees ordered to appear for a pre-induction physical examination for draft, enlistment or Annual Military Disability Pension Review.
- 5. For other reasons and in special situations, the Department Head may recommend that excused absence be granted beyond the above schedule. His/her recommendation, with reasons, shall be submitted to the Executive Director of the Authority for consideration. Upon approval of the Executive Director of the Authority or designee, the excused absence may be granted.

6. An employee who is required to report to Worker's Compensation Court shall be paid for such lost time up to a maximum of sixteen (16) hours per year.
- C. Additional Excused Absence/The Executive Director of the Authority, or designee, may grant excused absence to Category A employees for periods in excess of three days for absences described in B-1, B-2, B-3 and B-4.

Section 3

Military Leave of Absence Policy

A. Definition

Military leave of absence is permission granted an employee to be absent from his/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.

B. Policy

1. Military Leave of Absence is granted employees of the New Jersey Highway Authority whenever they receive orders requiring performance of an extended or short-term tour of active duty. It is the policy of the Authority to assure employees of reassignment upon return. This applies to both permanent and probationary employees.
2. An employee who enters military service will be granted a military leave of absence to cover the period of his/her military service.
3. A military leave of absence shall extend for the period of such service and for a further period of three months after receiving discharge from such service. If any such person shall be incapacitated by wound or sickness at the time of discharge from such service, leave of absence shall be extended until three months after recovery from such wound or sickness, or until the expiration of two years from the date of discharge from such service, whichever shall first occur.
4. Upon return to employment, the employee shall be returned to his/her Plaza, Yard or Utility area of assignment and placed on the shift from which he/she left, in accordance with such employee's seniority. Such employee shall return at the rate of pay as if his/her employment would have been continuous.

If the returning employee is unable to perform his/her former job duties as a result of injuries, sickness or mental disorder sustained in such service, such employee shall be assigned to another suitable position (as close to his/her present rate as possible) if the employee is able to do the available work.

C. Extended Active Duty

1. Extended active duty constitutes any period of full time active military service in excess of 17 days for training of service in the Armed Forces of the United States of America, Coast Guard, National Guard or Naval Militia of the State of New Jersey.
2. The entry into extended active duty of an employee granted military leave of absence does not change the employee's status within the New Jersey Highway Authority (Section 3/B-1). In the case of probationary employees, however, the balance of the probationary period must be completed upon return from military leave before the employee may attain permanent status.
3. Employees granted military leave of absence without pay for extended active duty will receive payment in cash for any accumulated vacation or compensatory time credited to him/her at the start of military leave.
4. An 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 Employee's Retirement System's deductions based upon the employee's rate and salary, etc.

D. Short-Term Active Duty

1. Short-term active duty means full-time duty for a period of 17 days or less in any 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.

Should the employee be required to serve such training period while on vacation, the employee shall be allowed to reschedule his/her vacation at a time most desired by such employee and the Authority shall give full consideration to his/her desire.

2. Benefit Plans/During the period of short-term active duty, the employee retains all benefits and coverage. Payments for benefit plans will be made by regular payroll deductions upon his/her return.
3. Request for Military Leave of Absence/Short-Term Active Duty
 - a. The employee who expects to go on short-term active duty should notify his/her supervisor as soon as possible.
 - b. 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.
 - c. A copy of the request should be initiated by the Department Head and forwarded to the Director of Human Resources along with the copy of his/her official orders and Payroll Advice.
4. Payment of Wages and Salary/The New Jersey Highway Authority during a period of short-term active duty for up to seventeen (17) days in any one year, will pay the employee's full salary calculated at his normal hourly rate based on an eight hour day, exclusive of the employee's military pay, allowances and travel allowances. Such payment will be made upon the employee's return to work and upon the employee's furnishing his active duty orders for inspection. During the employee's short-term active duty the employee is still liable for payments on employee benefit plans where applicable. The Finance Department will deduct these amounts from the employee's next regular paycheck.

Section 4

Leave of Absence - Without Pay

- A. When conditions of the Authority permit, a permanent employee may be granted a leave of absence to attend to personal business. Leave of Absence is any approved extended period from work without pay.
- B. In appropriate circumstances, Department Heads may grant leaves of absence of not more than two weeks duration to employees who have completed at least one year of New Jersey Highway Authority service.
- C. Leaves of absence in excess of two weeks may be granted, providing the employee requesting such leave has been employed by the Authority for one year or more, only on the recommendation of the Department Head and approval of the Executive Director of the Authority or his/her designee.

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

- D. Whenever an employee is absent from work due to illness, accident or other like cause, after exhausting all benefits under this Agreement, the employee shall be considered to be on leave of absence without pay for two (2) years or the period of incapacity whichever is less.
- E. The "Payroll Advice Form" with the necessary signatures must be used for the approval of all leaves of absence in excess of two weeks.

Section 5

- A. The employer agrees to adhere to the FMLA and FLA and their regulations for all eligible employees.

ARTICLE XIX - CATEGORIES OF EMPLOYEES

Following are the job categories (Titles) of employees covered by this Agreement.

A. Categories include Toll Collectors, Maintenance Persons 1, Maintenance Persons 2, Maintenance Person General, Maintenance Specialists, Mechanic Specialists, Mechanic 1, Mechanic 2, Sign Fabricator Specialist, Sign Fabricator 1, Sign Fabricator 2, Maintenance Person 1-Landscape; Maintenance Person General-Landscape, Specialist-Landscape; Painter, General Painter, Specialist-Painter, General Line Painter/Pavement Reflectors, Specialist-Line Painter/Pavement Reflectors, Toll Violator Officer.

B. Categories Based on Employment Status

1. Permanent Employees/An employee who has been continuously employed by the New Jersey Highway Authority shall become permanent at the end of the specified probationary period, provided a Payroll Advice signifying the satisfactory completion of the probationary period is duly processed and accepted.
2. Probationary Employee/A new hire probationary employee is defined in Article IV, Section 4(a) of this Agreement. An employee who is on this particular type of probation shall be enrolled in the Public Employees' Retirement System effective the first of the month after their date of hire.

The Authority provides a Major Medical Insurance Plan, which includes prescriptions, Dental Plan and Vision Care Plan for all full-time permanent employees and eligible dependents as set forth in Addendum D. The above coverage takes place on the first of the month next following two (2) months after the effective date of hire.

3. Temporary Employee/An employee hired on a non-permanent basis for either a fixed or indefinite period of employment for up to six (6) months. Temporary employees may be paid on an hourly basis.

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

A temporary employee is not eligible for enrollment in the Authority's Major Medical Insurance Program or Dental Program. Temporary employees may be discharged for any cause or reason without hearing.

4. Continuous employment or words of similar import shall mean uninterrupted employment by the Highway Authority in any office, position or employment, after January 1, 1955. Time spent on absence on military leave, sick leave or other absence authorized or excused by the Department Head shall be included in computing the period of continuous employment.

ARTICLE XX - LONGEVITY PAY POLICY

Employees reaching ten (10) or fifteen (15) years of service shall receive longevity pay effective 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 4% and for those having completed fifteen (15) years of such service, 6% per annum. There will be no longevity payments for new hires after July 1, 1996.

ARTICLE XXI - MENTAL OR PHYSICAL DISABILITY POLICY

Whenever it is believed that an employee is unable to perform the duties of his/her employment because of mental or physical disability, as certified to by a physician or physicians selected by the Authority for the purpose, the immediate supervisor shall forward a complete written report concerning same to the Division Head. If, upon review of such report, the Division Head shall determine that good and sufficient cause is present for the dismissal, transfer or demotion of said employee, he/she shall prepare a written notice of the date and time of a hearing to be held before a Human Resources representative of the Parkway Division and cause the same to be served upon the employee and Union either personally, or by certified mail, return receipt requested. The hearing should be scheduled not more than ten (10) working days from the date of the notice. The Authority shall adhere to both the Federal and New Jersey Disabilities Act.

The notice shall advise the employee of the nature of the hearing, shall contain a summary of the findings of a physician or physicians and shall explain the possible result of such hearing. The employee shall also be informed that he/she may be represented and accompanied by any representative of his/her own choosing and may present any pertinent information or evidence in his/her own behalf.

A Human Resources representative of the Parkway Division shall consider the testimony presented at the hearing and the written reply, if any, and the testimony offered by the employee. Thereafter, the Human Resources representative of the Parkway Division shall forward a written report of the hearing to the employee, Union and the Executive Director. Upon receipt of a decision, the Union may opt to proceed to arbitration.

ARTICLE XXII - PAYROLL DUES DEDUCTION

Section 1

The Authority agrees to deduct from the compensation of all employee members, or Agency Shop payee employees, of the International Federation of Professional & Technical Engineers, AFL/CIO, Local #196, sufficient monies for the purpose of paying the employees dues or Agency Shop fee of 85% of normal dues and initiation fee, to the International Federation of Professional & Technical Engineers, AFL/CIO, Local #196, provided said employee member makes such request, in writing, to the Comptroller's Office of the Authority. It is provided, however, that Agency Shop fees shall become mandatory upon all non-members upon the signing of this Agreement.

Monies so deducted by the Authority shall be transmitted to Local #196, I.F.P.T.E., AFL/CIO no later than the week in which the above-stipulated fees are deducted.

Any such request for deduction made by an employee member may be withdrawn at any time upon filing Notice of Withdrawal with the Comptroller's Office of the Authority, effective either January 1, or July 1, as selected by the employee member. Any employee member withdrawing from membership with the Union shall immediately become subject to the Agency Shop fee as herein prescribed and shall be immediately subject to the applicable fee deductions by the Authority.

Section 2

Dues or Agency Shop fees shall be deducted from each employee's paycheck in an amount equal to the Union dues certified to the Authority by the Union and an amount equal to the initiation fee stipulated by the Union.

Section 3

The Authority agrees to furnish to the Union together with a check for the dues/Agency Shop fees and initiation fees, a check-off list of all employees from whose wages the deductions stipulated herein have been made; said check-off list to include the employee's names, base pay for deduction period and amounts so deducted. Such check-off list and check will be forwarded to the Local's Secretary-Treasurer no later than the end of the week in which such payments were deducted. Any error found to exist shall be promptly corrected by the Authority.

Section 4

The Authority shall provide each member of the Local's Executive Board with copies of an up-to-date seniority list; such seniority lists to include employee's names, dates of hire and department within thirty (30) days after signing of this Agreement. Revisions thereto shall be provided monthly and total up-dated seniority lists shall be issued every six- (6) months. Any errors shall be promptly corrected by the Authority.

ARTICLE XXIII - ASSIGNMENT OF WORK OUT OF CLASSIFICATION

Section 1

Employees, whenever possible, shall be assigned work within their Job Classification. In no event shall an employee be assigned work of a higher Classification when an employee of such higher Classification within his/her yard is available to do such work.

Section 2

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

Section 3

Within each Maintenance District at least six (6) Maintenance Persons 1 shall be selected in accordance with the following procedure for assignment to any work out of Classification:

- A. The selection of Maintenance 1 employees for training shall be by seniority. Any assignment in the Maintenance Person General classification will be alternated only between the senior six (6) active and available Maintenance Persons 1, so that insofar as possible each person will receive equal training in each Yard. Once the senior six (6) active and available Maintenance Persons 1 have been adequately trained, additional Maintenance Persons 1 will be trained, either in classroom or non-productive work assignments. In the event of a Maintenance Person General vacancy, the senior person of the six being trained will be offered the promotion opportunity. If he/she accepts and is promoted, another person will be designated by the original appointer to fill the vacancy. If he/she refuses the promotion, he/she will be dropped from the program, the second person will be promoted and new persons will be appointed as heretofore described.

ARTICLE XXIV - MISCELLANEOUS

- A. In the event the Consumers Price Index (defined below) on April 30, 2004 has increased by nine percent (9%) or more over the Consumer Price Index of May 1, 2003 the employees covered by this Agreement shall receive the percentage increase, including fractions up to a maximum of three percent (3%). Such additional increase shall be paid effective July 1, 2004.

In the event the Consumers Price Index (defined below) on April 30, 2005 has increased by nine percent (9%) or more over the Consumer Price Index of May 1, 2004, the employees covered by this Agreement shall receive the percentage increase, including fractions up to a maximum of three percent (3%). Such additional increase shall be paid effective July 1, 2005.

In the event the Consumers Price Index (defined below) on April 30, 2006 has increased by nine percent (9%) or more over the Consumer Price Index of May 1, 2005, the employees covered by this Agreement shall receive the percentage increase, including fractions up to a maximum of three percent (3%). Such additional increase shall be paid effective July 1, 2006.

In the event the Consumers Price Index (defined below) on April 30, 2007 has increased by nine percent (9%) or more over the Consumer Price Index of May 1, 2006, the employees covered by this Agreement shall receive the percentage increase, including fractions up to a maximum of three percent (3%). Such additional increase shall be paid effective July 1, 2007.

Consumer Price Index shall be the Urban Wage Earner and Clerical Workers Index based on the average of the New York-North Eastern, N.J. and the Phila., Pa.-N.J. index.

In the event the Authority grants to its employees covered by another bargaining unit a benefit not covered by this Agreement, then such benefit shall be applied to the employees covered by this Agreement effective as of the same date as such benefit effects such other employees. The term "Benefit" shall be defined as meaning only those benefits described as Vacations, Holidays, Pensions, Medical and Health Benefits.

- B. In all references herein to the use of any particular masculine or feminine gender, it is intended to include the appropriate gender as the text of the within Agreement may require.

ARTICLE XXV - TERM OF AGREEMENT

Section 1

This Agreement shall be effective as of July 1, 2003, except as otherwise specifically provided herein. It shall be binding upon the Authority and the Union until 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 extended term of this Agreement a desire to make a change in the Agreement.

Section 2

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

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

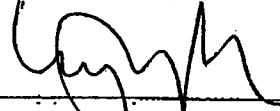
SIGNATURES

NEW JERSEY HIGHWAY AUTHORITY

Date:

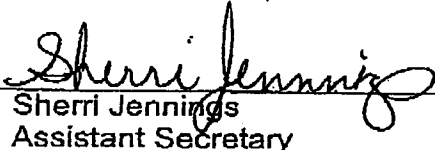
5/11/04

By:



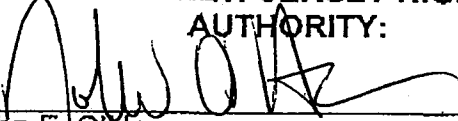

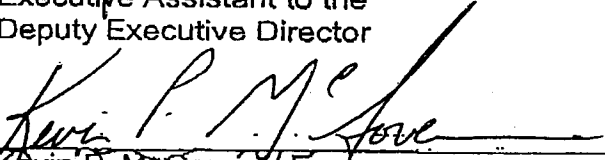
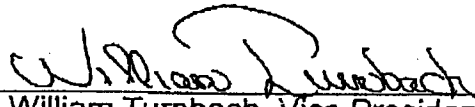
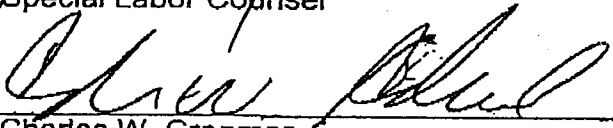
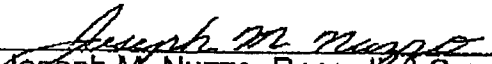
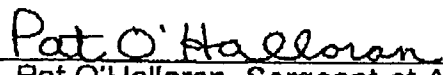
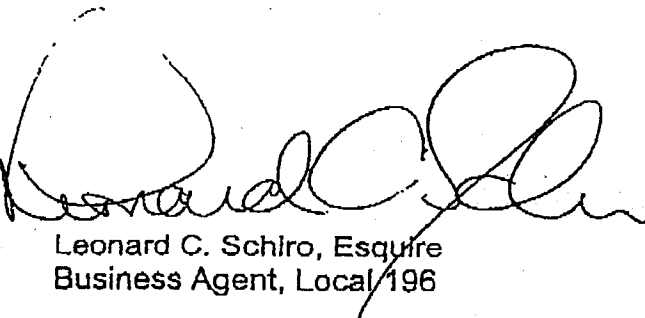
Timothy G. McDonough
Former Executive Director
New Jersey Highway Authority

Attest:


Sherri Jennings
Assistant Secretary

FOR THE NEW JERSEY HIGHWAY
AUTHORITY:

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


John F. O'Hern
Executive Assistant to the
Deputy Executive Director
Gary Osterio, President
Kevin P. McGovern, Esq.
Special Labor Counsel
William Turnbach, Vice President
Charles W. Creamer
Manager of Labor Relations
Paul Zambrano, Treasurer
Joseph M. Nuzzo, Recording Secretary
Pat O'Halloran, Sergeant-at-Arms
Leonard C. Schiro, Esquire
Business Agent, Local 196
James Testa, Vice President,
Senior Citizens

ADDENDUM "A" - JOB DESCRIPTIONS

ALL JOB DESCRIPTIONS ARE FOR INFORMATIONAL PURPOSES ONLY

TOLL COLLECTOR

- Responsible for collecting and classifying tolls (currency, tickets and others) from patrons.
- Responsible for accounting for personally collected or assigned funds.
- Responsible for maintaining good public relations with patrons of the New Jersey Highway Authority.
- Responsible for the maintenance of assigned property owned by the New Jersey Highway Authority.
- Responsible to perform the following functions: walker, *baby-tender, operation of pushmobile, if no pushmobile available, no less than 3 persons shall move a stalled vehicle, moving cones, picking up coins, putting out bombs and flares, assist the Assistant Plaza Supervisor and/or Plaza Supervisor in pulling vaults, giving out leaflets, receipts, information, change signs, use of salt and shovel during snow at approaches to his/her booth or for his/her personal needs only, security checks as assigned and other duties pertaining to his/her job description.

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

JOB SPECIFICATIONS/EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

- Ability to handle currency and prepare change rapidly and accurately.
- Ability to operate toll recording devices.
- Ability to give clear, concise and correct information.
- Ability to prepare Tolls Division forms.
- Pleasant and tactful personality and neat appearance.
- Good physical condition due to rotating shifts and weather extremes. *All Collectors expressing a desire to perform the duties of a "Walker" will be given that opportunity. All such assignments shall be rotated equally.
- Any Collector who fails or refuses to perform all of the "Walker's" duties will be denied any such future assignment.

MAINTENANCE DEPARTMENT

MAINTENANCE PERSON 1

- Responsible for the proper maintenance, improvement, and repair of the facilities of the New Jersey Highway Authority, requiring some special building and maintenance skills.
- Responsible for building custodial work and general grounds keeping work, including but not necessarily limited to lawn mowing and maintenance, including any general labor.
- Responsible for the safe and proficient operation of the following equipment:
 1. Up to ten-ton pavement rollers
 2. Up to 80,000 g.v.w. trucks including lift body, dump and tandem dump
 3. Front-end loader, all sizes up to 3 c.y.
 4. Airless paint sprayer
 5. Drive truck with earth boring machines/pile driver
 6. Drive boom truck, Unimog and Gradall
 7. Operate over-rail mower (excluding Unimog attachment)
 8. Hydraulic (3) wing mower
 9. All tractor mowers
 10. Pot hole-patching machine
 11. Catch basin cleaner
 12. Grounds care tools and equipment
 13. Air compressor, towed truck or trailer mounted
 14. Sandblasting equipment.
- In addition, must operate and perform minor maintenance on the equipment to which assigned.
- Inspect equipment for proper operating conditions before and after using.
- Make minor repairs or adjustments, wash, and lubricate equipment or parts thereof as required.
- Responsible for specific equipment as assigned.
- Assist other employees in the performance of special duties.

- Responsible for obtaining and maintaining articulated driver's license subsequent to training provided by Authority.
- Perform related work as required, within this classification.
- Must possess a valid New Jersey driver's license.
- Must have a telephone available and must be available in cases of emergencies.

MAINTENANCE PERSON (2)

- Responsible for building custodial work and general grounds keeping work, including but not necessarily limited to litter removal, and any other general labor tasks.
- Responsible for preventive maintenance and/or proper operation of basic tools and equipment (i.e.: snow blowers, floor cleaning equipment, small tools and equipment). Performs other related work as required within this classification.
- Responsible for the performance of any general labor in the cleaning, maintenance, and repair of the facilities in the New Jersey Highway Authority.
- Cleans buildings and grounds, tunnels, booths, rest rooms, including toll plaza areas. Sweeps, vacuums, and mops.
- Keep sidewalks, stairwells, and walkways clear of snow and ice.
- Operates sedan, station wagon, or pick-up truck.
- Picks up litter.
- Perform related work as required, within this classification.
- Must possess a valid New Jersey driver's license.
- Must have a telephone available and must be available in cases of emergencies.

MAINTENANCE PERSON GENERAL

DUTIES

- Responsible for the proper maintenance, improvement and repair of the facilities of the New Jersey Highway Authority.
- Responsible for the safe and proficient operation of the following equipment:
 1. Tractor trailer
 2. Street sweeper
 3. Operate Unimog rear attachments
 4. Crane
 5. Bulldozers
 6. Gradall type units
 7. Excavators, skid steer loader
 8. Hydraulic controlled earth-boring machine (pile driver)
 9. Backhoe
 10. Grader
 11. Guide rail-installing equipment.
- In addition, must be available to operate the equipment listed for Maintenance Person 1 including any general labor.
- Maintain the equipment in operation.
- Secure equipment, tools, accessories, to prevent loss whenever it is necessary to store or leave units.
- Responsible for specific equipment assigned.
- Assist in mechanical duties, equipment moving, etc., when weather or workload is such that heavy equipment is idle.
- Performs all related work as required within this classification.
- Must possess a valid New Jersey driver's license.
- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Must have a telephone available and must be available in cases of emergencies.

MAINTENANCE SPECIALIST/ROADWAY

Description: A Maintenance Specialist/Roadway is a more experienced person, who is expected to perform the duties contained in the job classification of Maintenance Person General with a higher degree of skill and a higher level of expertise. The duties, responsibilities and qualifications of a Maintenance Person General shall apply equally to a Maintenance Person Specialist.

MECHANICS

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

MECHANIC SPECIALIST:

MECHANIC 1:

MECHANIC 2:

DUTIES

MECHANIC SPECIALIST:

Description: A Mechanic Specialist is a more experienced person, who is expected to perform the duties contained in the job classification of a Mechanic 1 with a higher degree of skill and a higher level of expertise. The duties, responsibilities and qualifications of a Mechanic 1 shall apply equally to a Mechanic Specialist.

MECHANIC 1:

- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Responsible for preventive maintenance and complete major repairs and service of all Authority vehicles and equipment.
- Responsible for structural repairs in the field.
- Responsible for servicing and repair of equipment in the field.
- Helps train subordinates below.
- Person must possess a valid driver's license to operate such equipment requiring such license.
- Person must have a telephone available or a party who can be contacted for the person's services and must be available in cases of emergencies.

MECHANIC 2:

- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Assist mechanic and responsible for maintenance and repair of equipment as designated by his/her shop foreperson.
- May be assigned to fuel island of each District. (From Mechanic 3 Helper.)
- Responsible for servicing equipment in the field.
- Person must possess a valid driver's license to operate such equipment requiring such license.
- Person must have a telephone available or a party who can be contacted for the person's services and must be available in cases of emergencies.

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

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

Promotion:

Promotion from Mechanic 2 to Mechanic 1 will be by examination, test is to be similar to N.J.D.O.T. or N.J. Turnpike. Examination is to be a pass/fail with major emphasis on performance and a minimal written exam.

The senior person passing examination is to be promoted.

Test for promotion will be given in each Yard where an opening exists by bid form to be posted. Appointment to Mechanic 2 shall be based on a test similar to that in effect for promotion from Mechanic 2 to Mechanic 1.

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

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

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

Shop personnel when assigned to the night program will have at least one other person working in the shop. The other person may be a field personnel assigned from the posted schedule. The field person will be paid the rate of the Mechanic 2 or his/her field rate whichever is higher.

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

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

SIGN SHOP FABRICATORS

It is the intent of this Section to classify personnel working in the Sign Shop at Telegraph Hill as described below:

- (1) Sign Fabricator Specialist
- (2) Sign Fabricator 1
- (3) Sign Fabricator 2

DUTIES

SIGN FABRICATOR SPECIALIST:

Description: A Sign Fabricator Specialist is a more experienced person, who is expected to perform the duties contained in the job classification of a Sign Fabricator 1 with a higher degree of skill and a higher level of expertise. The duties, responsibilities and qualifications of a Sign Fabricator 1 shall apply equally to a Sign Fabricator Specialist.

SIGN FABRICATOR 1:

- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Responsible for all phases of sign fabrication in Sign Shop and designated areas and the proficient operation of all Shop equipment used for the fabrication of signs.
- Responsible for the maintenance of Sign Shop and yard, Sign Shop tools and equipment.
- Helps train subordinates below.
- Person must possess a valid driver's license to operate such equipment requiring such license.
- Person must have a telephone available or a party who can be contacted for the person's services and must be available in cases of emergencies.

SIGN FABRICATOR 2:

- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Assist Sign Fabricator 1 and responsible for fabricating signs and operating Sign Shop equipment as designated by his/her supervisor.
- May be assigned to field to assist in the erection of signs, in emergencies and when instructed to by the Sign Shop supervisor.
- Person must possess a valid driver's license to operate such equipment requiring such license.
- Person must have a telephone available or a party who can be contacted for the person's services and must be available in cases of emergencies.

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

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

Promotion:

Promotion from Sign Fabricator 1 to Sign Fabricator Specialist will be by seniority in the Sign Shop.

Promotion from Sign Fabricator 2 to Sign Fabricator 1 shall be same as above.

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

GENERAL DUTIES:

In the case of snow emergency, Sign Shop personnel will report to the District Superintendent for assignment with acknowledgment of the Director of Maintenance.

When required, additional personnel needed for sign fabrication will be utilized from field personnel and only after utilizing all available shop personnel.

Overtime in the Sign Shop will be divided as equal as possible.

SPECIALTY CREWS

LANDSCAPE/SPECIALIST

Description: A Landscape Specialist is a more experienced person, who is expected to perform the duties contained in the job classification of a Maintenance Person General/Landscape with a higher degree of skill and a higher level of expertise. The duties, responsibilities and qualifications of a Maintenance Person General/Landscape shall apply equally to a Landscape Maintenance Specialist. Candidates for the position who do not possess a Pesticide Applicator's License shall not be eligible for the posting.

MAINTENANCE PERSON GENERAL (LANDSCAPE)

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

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

1. Skid loader
2. Cibillo
3. Tree spade
4. Tractor trailer
5. Street sweeper
6. All purpose 4-wheel drive tractor/Unimog
7. Bulldozers
8. Gradall type units
9. Excavators
10. Hydraulic controlled earth-boring machine (pile driver)
11. Backhoe
12. Stump grinder.

- The inability to operate any Maintenance Person General equipment not listed above will not preclude eligibility for Maintenance Person General (Landscape).
- Must be available to operate the equipment listed for Maintenance Person 1 (Landscape), and if the need arises, to periodically work as a Maintenance Person General, which includes the performance of any general labor.
- Maintain the equipment in operation.
- Secure equipment, tools, accessories, to prevent loss whenever it is necessary to store or leave units.
- Responsible for specific equipment assigned.
- Assist in mechanical duties, equipment moving, etc., when weather or workload is such that heavy equipment is idle.
- Perform all related work as required within this classification.
- Must possess a valid New Jersey driver's license.
- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Responsible for obtaining and maintaining a valid Commercial Pesticide Operators license, subsequent to training provided by the Authority.
- Must have a telephone available and must be available in cases of emergencies.

MAINTENANCE PERSON 1 (LANDSCAPE)

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

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

1. Mulcher
2. Hydroseeder
3. Woodchipper
4. Tree climbing equipment
5. Up to 80,000 g.v.w. trucks including lift body, dump and tandem dump
6. Front-end loader, all sizes up to 3 c.y.
7. Airless paint sprayer
8. Truck with earth boring machines/pile driver
9. Drive boom truck
10. Over-rail mower (excluding Unimog)
11. Hydraulic (3) wing mower
12. All tractor mowers
13. Grounds care tools and equipment.

- The inability to operate any Maintenance Person 1 equipment not listed above will not preclude eligibility for Maintenance Person 1 (Landscape).

- Must be available, if the need arises, to periodically work as a Maintenance Person 1, which includes the performance of general labor.
- Operate and perform minor maintenance on the equipment to which assigned.
- Inspect equipment for proper operating conditions before and after using.
- Make minor repairs or adjustments, wash and lubricate equipment or parts thereof as required.
- Responsible for specific equipment as assigned.
- Perform related work as required, within this classification.
- Must possess a valid New Jersey driver's license.
- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Responsible for obtaining and maintaining a valid Commercial Pesticide Operators license, subsequent to training provided by the Authority.
- Must have a telephone available and must be available in cases of emergencies.

SPECIALIST PAINTER:

Description: A Specialist Painter is a more experienced person, who is expected to perform the duties contained in the job classification of a General Painter with a higher degree of skill and a higher level of expertise. The duties, responsibilities and qualifications of a General Painter shall apply equally to a Specialist Painter.

GENERAL PAINTER

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

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

1. Compressor airless spray
2. Conventional spray
3. Traffic line spray device
4. Plunge saw
5. Epoxy dispenser machine
6. Sandblasting equipment
7. Tractor trailer
8. Street sweeper.

- The inability to operate any Maintenance Person General equipment not listed above will not preclude eligibility for General Painter.
- Must be available, if the need arises, to periodically work as a Maintenance Person General, which includes the performance of any general labor.
- Maintain the equipment in operation.
- Secure equipment, tools, accessories, to prevent loss whenever it is necessary to store or leave units.
- Responsible for specific equipment assigned.
- Responsible for mixing of paints and paint additives.
- Perform all related work as required within this classification.
- Perform other related duties as may be assigned.
- Responsible to the Crew Supervisor-Sign Shop.
- Must possess a valid New Jersey driver's license.
- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Must have a telephone available or a party who can be contacted for the person's services and must be available in cases of emergencies.

PAINTER

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

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

1. Compressor airless spray
2. Conventional spray
3. Sandblasting equipment
4. Up to 80,000 g.v.w. trucks including lift body, dump and tandem dump
5. Front-end loader, all sizes up to 3 c.y.
6. Airless paint sprayer
7. Grounds care tools and equipment
8. Air compressor, towed truck or trailer mounted.

- The inability to operate any Maintenance Person 1 equipment not listed above will not preclude eligibility for Painter.

- Must be available, if the need arises, to periodically work as a Maintenance Person 1, which includes the performance of any general labor.
- Responsible for the painting and maintaining of painted guardrails, hand rails, bridge rails, bridges, toll booths, and buildings.
- Perform the rigging of scaffolding and safe and proficient operation of said rigging.
- Perform the tying of knots used in painting operations.
- Prepare surfaces for the proper application of paint.
- Maintain the equipment in operation.
- Responsible for specific equipment assigned.
- Perform other related duties as may be delegated.
- Responsible to the Crew Supervisor-Sign Shop.
- Must possess a valid New Jersey driver's license.
- Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
- Must have a telephone or a party who can be contacted for the person's services and must be available in cases of emergencies.

LINE PAINTER/PAVEMENT REFLECTOR SPECIALIST:

Description: A Line Painter/Pavement Reflector Specialist is a more experienced person, who is expected to perform the duties contained in the job classification of a General Line Painter/Pavement Reflector with a higher degree of skill and a higher level of expertise. The duties, responsibilities and qualifications of a General Line Painter/Pavement Reflector shall apply equally to a Line Painter/Pavement Reflector Specialist:

GENERAL LINE PAINTER/PAVEMENT REFLECTORS

Responsible for the proper maintenance, improvement and repair of the facilities of the New Jersey Highway Authority.
Responsible for the safe and proficient operation of the following equipment:

1. Traffic line-spraying devices
 2. Plunge saw
 3. Epoxy dispenser machine
 4. Tractor trailer
 5. Street sweeper.
- The inability to operate any Maintenance Person General equipment not listed above will not preclude eligibility for Line Painter/Pavement Reflectors.
 - Must be available to operate the equipment listed for Maintenance Person General and, if the need arises, to periodically work as a Maintenance Person General, which includes the performance of any general labor.
 - Responsible for the application, maintaining and removal of traffic line striping.
 - Responsible for the erection and maintaining of trailblazer signing.
 - Maintain the equipment in operation.
 - Responsible for specific equipment assigned.
 - Perform other related duties as may be delegated.
 - Responsible to the Crew Supervisor - Sign Shop.
 - Must possess a valid New Jersey driver's license.
 - Responsible for obtaining and maintaining a valid articulated driver's license, subsequent to training provided by the Authority.
 - Must have a telephone or a party who can be contacted for the person's services and must be available in cases of emergencies.

TOLL VIOLATOR OFFICER JOB DESCRIPTION:

Monitors Toll collection at Toll Plazas and Ramps to assure proper fees are paid. Prepares documentation of violations and insures that Summonses for court appearances are issued to violators, testify before any and all local magistrates hearing summonses issued to those cited as toll violators.

JOB SPECIFICATIONS

- Specific tasks include:
- Identification - records vehicle color, make, model, year of vehicle, vehicle license number and state registry.
- Records time and place of incident.
- Trains all toll collectors in tasks related to toll violation detection and associated procedures.
- Other related tasks as may be assigned consistent with the foregoing job specifications.

ABILITIES

- Must possess a valid New Jersey Driver's License.
- Prepare reports and related materials.
- Read and write clearly.

EDUCATION

High school graduate or equivalent.

EXPERIENCE

Two years with the Authority. Experience of familiarity with Toll Violation Program a plus.

ADDENDUM "B" **CREDIT UNION**

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

ADDENDUM "C" **HEALTH BENEFITS**

The Hospital/Surgical, Major Medical (including prescriptions), Dental and Vision Care coverage to be provided to employees shall be self-insured by the New Jersey Highway Authority. Excess coverage for Hospital/Surgical, Major Medical shall be insured with the Northwestern National Life Insurance Co.

The Authority shall have the right to change from self-insurance to an insured Hospital/Surgical, Major Medical or Dental Plan or to replace excess insurance for Hospital/Surgical, Major Medical at any time provided that in no case shall the benefits payable to an employee or his/her eligible dependents under any such successor plan be less than said benefits would have been under the present self-insured plan. The Authority shall use its best efforts to communicate with any general hospital wherein there is any difficulty over the acceptance of the New Jersey Highway Authority self-insured health benefits plan. The Authority shall use its best efforts to cause any such hospital to accept the plan in lieu of advance payment.

If an employee's employment with the Authority is terminated, the New Jersey Highway Authority shall provide employees and dependents, covered by this collective-bargaining Agreement the opportunity for continuation, if qualified, of all health benefit coverage under the Consolidated Omnibus Budget Act of 1986 (COBRA). For a full explanation of your rights under the COBRA benefit continuation, consult the Authority's Medical Plan Booklet (pages 32 through 35) or contact Human Resources.

The Authority will provide the Hospital/Surgical, Major Medical (including prescriptions), Dental and Vision Care Plan offerings for all employees and their eligible dependents effective the first of the month next following the completion of two months employment with the Authority.

The Authority, as part of its Health Plan shall provide well baby care until the child reaches his/her sixth birthday.

The Authority shall provide a Dental Insurance Plan providing payment for 100% of the usual customary and reasonable charges for diagnostic and preventative procedures and 80% of usual customary and reasonable charges for all other normal procedures. Said Plan shall include orthodontia coverage as set forth more fully in the Plan Document and Benefits Booklet.

The Authority shall provide a Vision Insurance Plan providing payment for routine examination for the fitting of eyeglasses, frames and lenses with reimbursement on a schedule indemnity basis.

All Employees will be provided a Hospital/Surgical, Major Medical, Dental and Vision Booklet outlining in detail the provisions of aforesaid Plan. Final determination of the eligibility and reimbursement of any claim will be based upon the Plan Document as filed.

Except as provided in Addendum "D", health benefits, including vision care and prescription reimbursement, provided hereunder, shall be continued for the surviving spouse and eligible dependents, including the surviving spouse and eligible dependents of retirees, in the event of the death of any employee or retiree, at no cost to them, for the following periods:

- (a) Employee/Retiree with less than five years of service/one year coverage.
- (b) Employee/Retiree with more than five but less than ten years of service/two years coverage.
- (c) Employee/Retiree with more than ten but less than fifteen years of service/five years coverage.
- (d) Employee/Retiree with fifteen or more years of service/ten years coverage.

Special Second Opinion Requirement for Certain Elective Surgical Procedures/If an employee or dependent undergoes any of the elective surgical procedures listed below, the amount otherwise payable for the elective surgical procedure will be reduced by 50%, UNLESS, prior to the surgery, you or your dependent has obtained an opinion from another physician who is: (a) Board certified in the field for which the surgery is contemplated; and (b) not financially associated with the physician making the original recommendation. Elective surgery are those which are not considered emergencies in nature and may be avoided without undue risk. A second opinion is required on the following:

Dilation and curettage (D&C);
Surgery of the thyroid, tonsils or adenoids;
Surgery of the back, hip or knee;
Surgery of the colon, duodenum or stomach;
Surgery of the gall bladder or prostate;
Surgery for hernia;
Hysterectomy;
Surgery of the breast;
Surgery of the hemorrhoids;
Surgery of the heart, veins or arteries.

The fee for the second opinion is paid at 100%. Also, there shall be mandatory pre-admission testing and no weekend admissions for non-emergency procedures.

HEALTH BENEFITS PROGRAM:

The Union and the Authority agree to modify the health benefits program, as follows:

- (1) The Union and the Authority will confer for the purpose of establishing a schedule of equivalent values for the various components of the health benefits package, e.g. dental, vision, etc., such schedule to be published as the parties may agree, but in time to implement the program on January 1, 1993.
- (2) At a date to be agreed upon, but as soon as reasonably practical, employees will be granted the option to decline the coverage of one or more of the health benefit components, provided, however, that no employee will be permitted to drop the basic medical coverage without proof of alternative coverage. The initial election shall be effective January 1, 1992 and subsequent elections shall be made at such dates as are established thereafter.
- (3) If an employee opts to decline a component, he/she shall be paid in lieu of such coverage an amount equal to 50% of the components scheduled value. The payment shall be made in a lump sum.
- (4) An employee who has declined a component may opt to re-enroll as to that component (i) during the next annual enrollment or (ii) as a result of a "life event." If, as a result of a "life event" the employee re-enrolls during the benefit year, he/she shall repay to the Authority the pro-rata portion of the lump sum payment received. The parties will agree upon a method of repayment.

The Union agrees to continue the pre-admission certification program commenced July 1, 1989 on the same basis as set forth in a letter agreement dated June 30, 1989 and annexed to the last collective bargaining agreement. The program will expire on June 30, 1995 unless continued by mutual agreement of the Union and the Authority.

SIDE LETTER AGREEMENT

Notwithstanding any contract language to the contrary, any employee who is bumped or bumps to a lower rated job as a result of the May 1991 reorganization and job elimination shall have his/her rate red circled (including contractual increases).

In subsequent cases, contract language will apply.

JOHN STEVENS, Chief Negotiator, Local 196
STEPHEN EDELSTEIN, Chief Negotiator, NJHA

July 8, 2003

Leonard C. Schiro, Esq.
Business Manager
IFPTE, Local 196
895 Green Street
Iselin, New Jersey 08830

Re: Addendum "D"
Side Letter Agreement
Indemnity Plan Coverage

Dear Mr. Schiro:

This letter shall confirm the understanding reached between the parties during the 2003 collective bargaining negotiations concerning the Authority's Indemnity Plan.

Those employees electing the Indemnity Plan shall make contributions to the plan. Said contributions are to be taken from the pre-tax, gross wages of employees on a bi-weekly basis for 24 pay periods. Contributions shall be in effect as of July 1, 2003 and continue in effect until June 30, 2007. Contributions shall be as follows on a monthly basis:

Contributions	07/01/2003
Employees	\$70.00
Husband and Wife	\$113.00
Parent and Child *	\$133.00
Family	\$153.00

Effective 7/1/04 – Employee shall contribute 15% of plan cost
Effective 7/1/06 – Employee shall contribute 20% of plan cost

The deductible and out-of-pocket expenses for the Indemnity Plan shall be as follows:

Deductible	7/1/2004	7/1/2005	7/1/2006
	\$250.00 (Indv)	\$250.00 (Indv)	\$250.00 (Indv)
	\$500.00 (Fam)	\$500.00 (Fam)	\$500.00 (Fam)
Out-of-Pocket	7/1/2004	7/1/2005	7/1/2006
	\$1,000.00 (Indv)	\$1,000.00 (Indv)	\$1,000.00 (Indv)
	\$2,000.00 (Fam)	\$2,000.00 (Fam)	\$2,000.00 (Fam)

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 New Jersey Highway 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.

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 7/1/04.

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

If the foregoing comports with your understanding of the Agreement, please sign this letter in the provided space.

Sincerely,

I HAVE READ THE FOREGOING
AND ACCEPT THE TERMS:

Charles W. Creamer
Manager of Labor Relations

Leonard C. Schiro, Esq.
Business Agent, IFPTE, Local 196

ADDENDUM D

July 8, 2003

Leonard C. Schiro, Esq.
Business Agent
IFPTE, Local 196
895 Green Street
Iselin, New Jersey 08830

Re: **Side Letter Agreement**
Point of Service Plan

Dear Mr. Schiro:

This letter shall confirm the understanding reached between the parties during the 2003 negotiations with regard to Point of Service health insurance.

The New Jersey Highway Authority shall provide point of service plans, which provide a minimum benefit level effective 7/1/04 as follows:

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 (15) mile radius or a specialist is not within a (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	\$2,500.00
Aggregate	\$3,000.00

If the foregoing comports with your understanding of the Agreement, kindly sign this letter in the provided space.

Sincerely,

I HAVE READ THE FOREGOING
AND ACCEPT THE TERMS:

Charles W. Creamer
Manager of Labor Relations

Leonard C. Schiro, Esq.
Business Agent, IFPTE, Local 196

ADDENDUM D

October 1, 1996

Leonard C. Schiro, Esq.
Business Agent
IFPTE, Local 196
895 Green Street
Iselin, New Jersey 08830

Re: **Side Letter Hospitalization**

Dear Mr. Schiro:

This letter shall confirm the understanding reached between the parties during the 1995 negotiations with regard to hospitalization and medical-surgical coverage and shall be in conjunction with the level of benefits set forth in the collective bargaining Agreement.

The hospitalization and medical-surgical coverage will be provided to employees on the following terms and without diminution of benefits during the life of this Agreement. 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-admissions testing;
- c. No weekend admissions for non-emergency procedures; and
- d. Mandatory hospital pre-admission certification.

If the foregoing comports with your understanding of the Agreement sign this letter in the provided space.

Sincerely,

Charles W. Creamer
Manager of Labor Relations

I HAVE READ THE FOREGOING
AND ACCEPT THE TERMS:

Leonard C. Schiro, Esq.
Business Agent
IFPTE, Local 196
CWC/cc

ADDENDUM D

July 8, 2003

Leonard C. Schiro, Esq.
Business Agent
IFPTE, Local 196
895 Green Street
Iselin, New Jersey 08830

Re: **Side Letter Agreement**
HMO

Dear Mr. Schiro:

This letter shall confirm the understanding between the parties during the 2003 negotiations with regard to HMO coverage (Healthnet and Aetna) offered by the New Jersey Highway Authority. Employee contributions to the plan premium shall be implemented as follows:

Effective 7/1/04 – 3% of premium
Effective 7/1/06 – 5% of premium

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

Should the foregoing comport with your understanding of the Agreement, please endorse this letter in the space provided below.

Sincerely,

Charles W. Creamer
Manager of Labor Relations

I HAVE READ THE FOREGOING
AND ACCEPT THE TERMS:

Leonard C. Schiro, Esq.
Business Agent
IFPTE, Local 196

CWC/cc

ADDENDUM D

July 8, 2003

Leonard C. Schiro, Esq.
Business Agent
IFPTE, Local 196
895 Green Street
Iselin, New Jersey 08830

Re: **Side Letter Agreement**
Retiree Health Benefits

Dear Mr. Schiro:

This letter shall confirm the understanding reached between the parties during the 1995 negotiations with regard to retiree health benefits.

Employees who retire and elect to stay with the Indemnity Plan shall contribute according to the contribution schedule set forth in the side letter Agreement and collective bargaining Agreement. 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. NJHA shall provide bills for 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 New Jersey Highway Authority.

All existing plans shall remain the same except as modified in these side letter Agreements.

If the foregoing comports with your understanding of the Agreement, please endorse this letter in the space provided.

Sincerely,

Charles W. Creamer
Manager of Labor Relations

I HAVE READ THE FOREGOING
AND ACCEPT THE TERMS:

Leonard C. Schiro, Esq.
Business Agent
IFPTE, Local 196
CWC/cc

ADDENDUM E

RESOLUTION 2002-204

December 19, 2002

**RESOLUTION AMENDING AGREEMENT WITH
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 196 – NIGHT SHIFT DIFFERENTIAL INCREASE
FOR MAINTENANCE DEPARTMENT**

WHEREAS, the New Jersey Highway Authority (NJHA) is advised by its Manager of Labor Relations that for some time, the NJHA has been negotiating with the International Federation of Professional and Technical Engineers (IFP&TE) Local 196 in an effort to seek a settlement concerning an increase to the Maintenance Department's night shift differential; and

WHEREAS, the negotiations have resulted in a tentative agreement between the parties that reflects a \$0.10 per hour increase for the Maintenance Department's Local 196 night shift personnel, which would place the affected Maintenance Department employees on the same compensation level as their Tolls Division similarly situated counterparts; and

WHEREAS, the Labor Relations Manager has therefore recommended authorization to amend the contract with Local 196 to provide for the \$0.10 per hour increase for Maintenance Department Local 196 night shift personnel, to be effective January 1, 2003, and

WHEREAS, funds are available in the Maintenance Department Roadway Operating Budget for 2003 for future years;

NOW, THEREFORE, BE IT RESOLVED, by the New Jersey Highway Authority and the Members thereof, that;

The agreement between the NJHA and IFP&TE Local 196 is hereby amended to provide for a \$0.10 per hour increase for Maintenance Department Local 196 night shift personnel, said rate change to be effective January 1, 2003.

