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AGREEMENT BETWEEN
NEW JERSEY HIGHWAY AUTHORITY
AND
TOLL SUPERVISORS
OF
AMERICA
LOCAL 193,
AFL-CIO & CLC
IFPTE

JULY 1, 1992 — JUNE 30, 1994

DEC 7 1995

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Ryder
New Brunswick, N.J. 08901

AGREEMENT

This Agreement, made and entered into as of July 1, 1992, is between the New Jersey Highway Authority, hereinafter referred to as the "Authority", and Toll Supervisors of America, Local 193, IFPTE, AFL/CIO & CLC, hereinafter referred to as the "Union".

SECTION I RECOGNITION

This Authority recognizes the Union as the sole bargaining agent, pursuant to Chapter 303, P.L. 1968, of all uniformed supervisory personnel in the Tolls Division, including Assistant Plaza Supervisors and Plaza Supervisors.

SECTION II CONSIDERATION AND COOPERATION

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

2. The Union and Authority agree that it is the continuing intent and purpose of the parties in entering this Agreement to maintain and promote harmonious relations and close cooperation between the Authority and the Union.

3. This Agreement is entered in consideration of the mutual performance in good faith by both parties and expresses their full understanding in respect to rates of pay, hours of employment, and other conditions of employment. The parties acknowledge that all agreements arrived by them during the negotiations concluded by this Agreement are set forth herein and this Agreement will not be changed, modified, or added to except by a written instrument signed by the parties hereto.

4. The parties to this Agreement agree to cooperate in carrying out the provisions hereof and to exchange information that is needed for the furtherance of harmonious relations under this Agreement.

5. The Union agrees that it is the exclusive right of the Authority to manage its operations. Such exclusive right includes, among other things, the determination of the number and locations of all toll booth and toll areas and the operational hours, the determination of the methods and means by which its operations are to be carried on, selection, direction and assignment of the work force subject only to the express limitations set forth in this Agreement and included job descriptions.

6. The Authority agrees to send copies of all correspondence required by this Agreement to the Union Executive Board and the

International Representative of the Union.

7. This section does not limit or modify the rights of the parties under any other provisions of this Agreement.

SECTION III DISCRIMINATION

1. The provisions of this Agreement shall be applied without discrimination because of sex, age, race, color, creed, marital status, national origin or handicap of the employee.

2. There will be no discrimination by either party to this Agreement against any employee because of membership or activities in the Union. Union officers, representatives or members shall not be discriminated against, interfered with, restrained or coerced by the Authority or its representatives because of any Union activity in conjunction with this Agreement.

SECTION IV STRIKES, STOPPAGES AND LOCKOUTS

1. The Union agrees that during the term of this Agreement, it shall not cause nor officially sanction any strike, work stoppage or other acts contrary to the intent and purpose of this Agreement.

2. The Authority agrees that it will not lock out any employee because of a dispute between the Union and the Authority.

SECTION V CHECKOFF

1. The Authority agrees to arrange for initiation fee and dues deduction upon receipt of written authorization from the employee. Monies so deducted by the Authority shall be transmitted to the Toll Supervisors of America, Local 193.

Any such request for deduction may be withdrawn effective the first pay day in either January or July following the date upon which the notice of withdrawal is filed.

2. The Union shall notify and certify to the Authority the amounts to be deducted as dues and initiation fees pursuant to the authorizations signed by employees. Such amounts shall be the same for all employees. Initiation fees shall be deducted over a period not exceeding five (5) pay periods.

3. The Union having made membership available to all

employees covered by this unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representative fee in lieu of dues as a condition of employment. This fee shall be an amount not to exceed 85% of the regular membership dues, fees and assessments, as permitted under the "New Jersey Employer-Employee Relations Act" as amended P.L. 1974c 123 (C.34:13A-5.4). The Union shall certify to the Authority that the amount of said fee is as permitted by law and the Union has established and maintains a demand and return system as required by said law. The Authority shall deduct such fee by means of a payroll deduction and remit same to the Union.

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

SECTION VI WAGES

1. Wages will be paid in accordance with the wage schedules attached hereto as Exhibit "A", identified as Supervisors' Salary Schedule, effective July 1, 1992, and July 1, 1993, as may be modified by the Cost of Living, if any.

2. Wage Progression

a. Employees whose work is satisfactory will be raised to the job rate in their salary range within seven (7) months after transfer to the position. Should the Authority feel that any employee does not meet the job requirements within said seven (7) months, the matter will first be discussed with the President (or his/her designated representative) of the Union before a decision is made. The Authority will notify the President (or his/her designated representative) in writing of the time and place of said discussion.

b. In all cases of temporary upgrade, employees will be paid the appropriate step in the wage progression rate of the temporary job.

c. Employees returning to higher rated job or a lower rated job will be placed in the scale position of rate previously held.

3. Shift Differential - There shall be a premium of four percent (4%) for all hours worked on the third shift series, and eight percent (8%) for all hours worked on the first shift series.

4. Call-In-Pay - Employees who are called in on a non-scheduled workday will be paid a minimum of (4) hours overtime

pay. Actual hours worked will be paid for meetings, hearings and court appearances.

5. Meal Allowance

a. Employees who are required to work at least two hours in advance of the start of their normal scheduled working day, or in case of a holdover, are required to work three hours in excess of the hours in a normal scheduled working day, or who work at least three hours when called to nonscheduled duty shall be entitled to a meal allowance of nine dollars (\$9.00) for 1992 and nine dollars and fifty cents (\$9.50) commencing July 1, 1993.

b. Employees who work beyond the first meal allowance earned (other than the 2-hour meal contained in Section 5 (a) above) shall be entitled to an additional meal allowance of nine dollars (\$9.00) for each six continuous hours worked thereafter and nine dollars and fifty cents (\$9.50) commencing July 1, 1993.

6. Travel Expenses

a. An allowance of twenty-nine cents (29¢) per mile, or the Internal Revenue Service approved rate, whichever is higher, will be paid to employees who use their personal automobile on Authority business, and will be included in the employees' bi-weekly paycheck.

7. Longevity Pay

Employees reaching 10 or 15 years service shall receive the 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 10 years permanent Authority employment shall be 4% and for those having completed 15 years of such service, 6% per annum.

8. Uniforms

a. A maintenance allowance will be paid in the amount of four hundred thirty-two (\$432.00) annually, effective July 1, 1992 and four hundred sixty-eight (\$468.00) effective July 1, 1993, payable in a lump sum.

b. During the life of this agreement, should the Authority grant an increase in the uniform maintenance allowance to Toll Collectors represented by Local 196, the amount of said increase shall automatically be applied to this unit.

c. An annual shoe allowance of \$75.00 will be paid on July 1, 1992 and \$85.00 on July 1, 1993.

d. Supervisors will be provided two sweaters per contract year.

9. a. A Floating Assistant Plaza Supervisor may be reassigned to any Plaza in his/her District. Travel allowance time, calculated on the basis of the following scale, will be paid to Floating Assistant Plaza Supervisors and Assistant Plaza Supervisors when their reassignment exceeds fifteen (15) miles in one direction. As a result, the allowable time between the following locations (round trip) will be allowed:

Locations	Allowable Time
East Orange - Hillsdale	1 Hour
Asbury Park - Raritan	$\frac{3}{4}$ Hour
Asbury Park - Keyport	$\frac{1}{2}$ Hour
Asbury Park - Toms River	$\frac{3}{4}$ Hour
Asbury Park - Barnegat	1 $\frac{1}{2}$ Hours
Barnegat - New Gretna	$\frac{1}{2}$ Hour
Asbury Park New Gretna	1 $\frac{3}{4}$ Hours
New Gretna - Great Egg	$\frac{3}{4}$ Hour
Asbury Park - Great Egg	2 $\frac{1}{2}$ Hours
Asbury Park - Cape May	3 Hours
Toms River - Keyport	$\frac{3}{4}$ Hour
Toms River - Barnegat	$\frac{1}{2}$ Hour
Toms River - New Gretna	$\frac{3}{4}$ Hour
Toms River - Great Egg	1 $\frac{1}{2}$ Hours
Toms River - Cape May	1 $\frac{3}{4}$ Hours
Union - Bergen	1 Hour
Union - Hillsdale	1 $\frac{1}{4}$ Hours
East Orange - Bergen	$\frac{3}{4}$ Hour
Toms River - Keyport	1 Hour
Toms River - Raritan	1 $\frac{3}{4}$ Hour

b. In the event an Assistant Plaza Supervisor agrees to work beyond the adjacent plaza, such Assistant Plaza Supervisor will be allowed the appropriate allowable time.

10. Effective July 1, 1992, the Authority will pay each Supervisor who has actually worked at least 1,000 hours during the prior contract year (July 1, 1991 - June 30, 1992) the sum of \$1,400 as increased work load payment. Effective July 1, 1993, to Supervisors who have actually worked at least 1,000 hours during the period of July 1, 1992 - June 30 1993 shall be paid the sum of \$1,600.00.

SECTION VII HOURS OF WORK

1. a. The normal schedule 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. The resulting twenty-eight (28) day schedule will be submitted to the District Supervisor at least three (3) weeks in advance and will be posted, after approval, two (2) weeks in advance of the effective date. The Authority and the Union agree to cooperate in an attempt to provide all employees at least one (1) weekend off per rotation. It is intended that this will be accomplished through a mutual understanding and will not result in overtime assignments. Once a schedule is posted, there will be no changes made, other than by mutual consent of the Authority and the employees involved; except that the Assistant Plaza Supervisor may be changed as required to provide relief for unscheduled absences. If a change in the posted schedule is necessary, the Authority will notify the Union in writing five (5) days in advance.

Temporary vacancies because of scheduled absence of a Supervisor will be filled by the Assistant Plaza Supervisor who normally is assigned to the Plaza.

b. Reassignment of Assistant Plaza Supervisors:

(1) No Assistant Plaza Supervisor will be reassigned out of his/her area.

(2) Plaza Supervisors will assign Assistant Plaza Supervisors to cover Supervisor's scheduled absence at their Plaza.

(3) When it is necessary to assign an Assistant Plaza Supervisor to another Plaza, the following procedure will be used:

(a) Floating Assistant Plaza Supervisors will be the first to be reassigned for a period of less than five (5) days, except if he/she (Floating Assistant Plaza Supervisor) is not covering for a Plaza Supervisor, and if an Assistant Plaza Supervisor at the adjoining Plaza is not covering for an absent Plaza Supervisor at his/her assigned Plaza, such Assistant Plaza Supervisor will be reassigned to cover the absence at the adjoining Plaza. If there is more than one Assistant Plaza Supervisor not covering for an absent Supervisor, then the least senior Assistant Plaza Supervisor shall be reassigned. There shall be two (2) floating Assistant Plaza Supervisors who shall be assigned to East Orange and Toms River Toll Plaza. A temporary floating Assistant Plaza Supervisor will be assigned to area six from September 15 through May 15.

(b) Scheduled long-term absences (for a period of not less than 28 days) of Supervisors at Plazas where no Assistant Plaza Supervisors are assigned, the vacancy will first be offered to the senior regular Assistant Plaza Supervisor of the adjoining mainline Plazas.

(c) Travel allowance time will be paid to all Assistant Plaza Supervisors when their reassignment exceeds fifteen (15) miles or more in one direction.

(4) (a) A floating Assistant Plaza Supervisor will first cover all Plaza Supervisor absences at his/her assigned Plaza unless needed at another Toll Plaza where no Assistant Plaza Supervisor is available.

(4) (b) Whenever a floating Assistant Plaza Supervisor is scheduled to cover the absence of a Plaza Supervisor at his/her base Plaza and the need arises for coverage of an unscheduled absence at another Plaza where no Assistant Plaza Supervisor is available, the floating Assisting Plaza Supervisor's schedule can be changed to provide coverage for the unscheduled absence provided it is for a period of five (5) days or more.

2. a. 1. Area Supervisors will submit a yearly Plaza Supervisor schedule (posted in October and effective on January 3, 1993 and January 3, 1994) with a designated open shift.

2. The Plaza Supervisor may submit an alternate schedule providing the open shift remains the same. For the Plaza Supervisor's schedule to be considered, three (3) out of four (4) Plaza Supervisors must be in agreement and said agreement to be submitted to Area Supervisors by November 1 or the initial schedule devised by the Area Supervisors will be the schedule worked at the plaza.

Starting time for Plaza Supervisors will be one hour after the starting times of toll collectors. These starting times may not be prior to 10:00 p.m. nor after 12:00 p.m. for the one-shift, 6:00 a.m. and 8:00 a.m. for the two-shift, 2:00 p.m. and 4:00 p.m. for the three-shift.

ASSISTANT PLAZA SUPERVISOR HOURS

SECOND SHIFT	THIRD SHIFT
6:00am-2:00pm	2:00pm-10:00pm
6:30am-2:30pm	2:30pm-10:30pm
7:00am-3:00pm	3:00pm-11:00pm
7:30am-3:30pm	3:30pm-11:30pm
8:00am-4:00pm	4:00pm-12:00am
11:00am-7:00pm*	

*Because of the nature of this shift, the first four (4) hours work will be paid at straight time and the second four (4) hours work will be paid at premium time as third shift hours.

2. b. It is recognized, of course, that individual changes in the above shift schedule may be made by mutual agreement of the Union and the Authority.

2. c. Any Plaza Supervisor promoted after June 30, 1980, who was not an Assistant Plaza Supervisor on June 30, 1980, shall be placed in the scheduled shift not selected by the other Plaza Supervisors at the Plaza. In the event there exists at the Plaza more than one Plaza Supervisor who was promoted after June 30, 1980, then the choice of the remaining open scheduled shifts shall be made by such Plaza Supervisors according to their seniority as Supervisors. The intent of this provision is not to affect the choice of Rotating Shifts among Plaza Supervisors as of June 30, 1980, however, eventually it will provide for Plaza Supervisors promoted after June 30, 1980 to pick steady shifts according to seniority.

2. d. Promotions and Transfers. A newly promoted or transferred supervisor will complete the current 28 day schedule of the person who vacated the position. Thereafter, such newly promoted or transferred supervisor will be assigned a regular shift in accordance with the provisions of this agreement.

3. a. Employees will be docked for those lateness exceeding ten (10) minutes, calculated to the nearest fifteen (15) minutes.

b. The roadway shall be split into six (6) areas as outlined below:

NORTHERN DISTRICT

AREA 1

HILLSDALE
Paramus N & S

BERGEN
Saddle Brook
Clifton N & S

AREA 2

ESSEX
Passaic N & S
Watchung N&S

EAST ORANGE
Bloomfield N & S

AREA 3

UNION
Union Ramp
Irvington N & S

SOUTHERN DISTRICT

AREA 4

RARITAN NORTH

RARITAN SOUTH

KEYPORT
Matawan
Holmdel N & S

AREA 5

ASBURY
Eatontown
Red Bank N & S

LAKWOOD/BRICK
Lakehurst N & S
Belmar N & S

TOMS RIVER

AREA 6

BARNEGAT

NEW GREटना

GREAT EGG
Somers Point

CAPE MAY
Wildwood N & S

Assistant Plaza Supervisors shall be assigned within their respective areas, or adjacent toll plazas, with the exception of the Floating Assistant Plaza Supervisors, who will be assigned within their district. The term "District" is applicable to this section only.

"Triple backs" in shift assignments are prohibited and "double backs" shall be assigned only in emergency situations to Assistant Plaza Supervisors.

Compensatory time may be accumulated on a yearly basis from January to December 31. From July 1, 1992 to December 31, 1992, employees who are entitled to compensatory time shall be credited with five (5) compensatory days and all employees shall be entitled to compensatory days on a pro-rated basis during the year (employees with 15, or more, years of service will receive 4 hours of compensatory time for 1992).

4. In the event of an illness, an employee will call in at least two (2) hours before his/her scheduled reporting time, except if he/she is scheduled on the 2-shift series in which case he/she must call in at least one (1) hour before his/her scheduled reporting time.

5. As practiced, in emergency weather conditions, with notice by employee, a late arrival to work will not prevent the employee from completing his/her scheduled tour of duty.

6. Employees called in prior to their regular shift shall be guaranteed one (1) hour work or pay in lieu thereof, and any employee held over his/her regular shift shall be guaranteed two (2) hours work or pay in lieu thereof. Any fraction thereof shall be counted to the next hour.

7. Ten (10) days per contract year will be granted to employees in recognition of their loss of break-time, lunch time and time spent in relieving each other between shifts. Time off will be granted when requested five (5) days in advance, except for holidays or when another Supervisor from the same Plaza has already been granted time off. In event death or disability prevents employee from obtaining compensatory time hereunder, such employee shall be entitled to pay in lieu thereof. Eleven days per contract year will be granted to employees with 15 or more years of seniority.

Supervisors shall have the option of cashing in up to ten days of compensatory time during the contract year upon three week's notice to the Authority. Any unused compensatory time as of December 31 in any contract year will be paid in the next available pay check.

SECTION VIII
OVERTIME

1. For overtime purposes, the earned rate will consist of regular salary earnings including longevity allowance and shift differential.

2. a. Employees will be paid time and one-half for overtime in excess of forty (40) hours in any given work week or in excess of eight (8) hours in any work day (double time shall be paid for hours worked in excess of twelve (12) consecutive hours).

b. Where an employee is called in to work the shift immediately prior to his/her regular shift, such hours worked prior to the regular shift shall be paid at the rate of time and one-half and shall also count toward computation of the eight (8) hours after which overtime shall be paid per 2.a. above.

3. Absent hours considered as excusable will be considered as hours worked for determining overtime. Excused time for Union business shall be considered "excusable".

4. Plaza Supervisors shall first obtain approval for overtime with their Area Supervisor. If overtime is deemed necessary, the Supervisor will be responsible for contacting Supervisors assigned to that Plaza. If none are available from the plaza, the Supervisor shall offer overtime to all supervisors in the area (said offer is chargeable on the equalization chart). If none are available from the area, the Supervisor shall utilize the out of area overtime time chart (the distribution of overtime from out of area overtime shall not be subject to grievance). Overtime when available at each Plaza shall be rotated on a seniority basis and equalized among all Plaza Supervisors and Assistant Plaza Supervisors. A chart of overtime worked shall be maintained. Anyone refusing overtime when requested will be recorded and charged on the chart of overtime as if such time was worked. In the event no one is available for overtime in the Plaza involved, overtime shall be offered to Supervisors in adjacent Plazas. If such Supervisors work overtime in the adjacent Plaza, such time shall be charged and recorded as overtime worked in his/her Plaza. Anyone refusing overtime in the adjacent Plaza to work in the other Plaza shall not be recorded and charged as stated above.

When an Assistant Plaza Supervisor is covering for a Plaza Supervisor, and the need arises for Assistant Plaza Supervisor overtime, Plaza Supervisors and Assistant Plaza Supervisors will be called for overtime as stipulated in Section VIII.

No O.J.T. collector or collector will be used as a Plaza Supervisor, unless there are no Plaza Supervisors or Assistant Plaza Supervisors available. Whenever the Authority determines a replacement is needed for absent or resigned Assistant Plaza

Supervisor, then such replacement will be made from among available members of local 193's bargaining unit, overtime notwithstanding.

5. When an Assistant Plaza Supervisor is reassigned to work another Plaza for a week or more, said assistant will be charged on the Overtime Equalization Chart at the reassigned Plaza and the amount of hours of that of the Plaza Supervisor with highest amount of hours on the Equalization Chart. If said assistant agrees to work the overtime at the reassigned Plaza, he/she will be charged on the equalization chart at the base, as well as the reassigned Plaza. If he/she refuses, the assistant will only be charged at reassigned Plaza.

6. New Plaza Equalization Overtime Chart will go into effect the one shift January 1 of each year. Plaza Supervisors and assistants when promoted or transferred into a Plaza will be charged the highest number of hours on the Plaza overtime chart.

7. Supervisors and assistants out of work for a period of 30 days or less due to sickness when returning to work will be charged the least amount of hours on the Plaza overtime chart. Absences or more than 30 days will be charged the highest amount of hours.

8. No overtime may be worked or assigned without prior approval of the Area Supervisor.

SECTION IX HOLIDAYS

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

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

2. Employees to be eligible for holiday pay must have received some compensation including sick allowance and temporary disability, (1) during the week before the holiday, or (2) during the week after the holiday, or (3) during the payroll period in which the holiday falls. The holiday will be paid during the five (5) day temporary disability waiting period.

3. 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.

4. 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.

5. Employees on Workers' Compensation during a period in which a holiday falls will be paid in accordance with the provisions dealing with Workers' Compensation.

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

7. Employees shall be paid, in addition to their paid holiday, one and one-half times their regular hourly rate for hours worked on any of the holidays listed above.

8. The Authority will grant an additional fifty dollars (\$50.00) in compensation each day to those employees who are called into work whether scheduled or not on Christmas Eve, Christmas Day, New Years Day, Easter Sunday, New Years Eve, Mothers' Day and Fathers' Day. The holiday bonus shall be \$55.00 as of July 1, 1993.

SECTION X
VACATIONS

1. Vacations will be granted to employees as follows:

Length of Service Occurring During Calendar Year	Working Days Vacation Allowable in Calendar Year
Less than one (1) year	Up to 6 days
1 year but less than 7 years	10 days
7 yrs. but less than 10 yrs.	15 days
10 yrs. but less than 15 yrs.	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

2. An employee, after 90 days of continuous service in the calendar year in which his/her employment commences, is eligible for vacation equal to 1/2 day per month times the number of full calendar months worked in such calendar year. For this purpose any

employee hired prior to the 16th of any month shall be considered as having been employed on the first of such month. In subsequent calendar years employees shall be eligible for vacation as set forth in the above schedule.

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

4. Vacations will normally be taken in periods of at least five (5) consecutive working days. However, the Area Supervisors may, at their discretion, allow employees to take vacation periods of less than five (5) consecutive days. Employees who are entitled to 21 days or more of vacation shall be permitted to take five individual days. The individual days must be selected at least five days in advance. Individual days will be limited to one employee per day per Plaza. Such individual days off may not be scheduled if any Supervisor has scheduled a vacation day or compensatory day.

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

b. An employee with 19 years of service and entitled to 25 days of vacation time may upon three (3) weeks notice to the Authority cash in five (5) or ten (10) days of vacation time.

6. An employee who has notified the appropriate Division Head at least three (3) weeks prior to an approved vacation date will receive, prior to such vacation date, the earned vacation pay for the scheduled vacation time providing the earned vacation pay is not less than five (5) days vacation pay.

7. Vacation will not accrue to any employee while he/she is on extended active duty with a Military Leave of Absence, or on ordinary Leave of Absence in excess of thirty (30) days.

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

8. Any employee who resigns, or is separated, will receive pay in lieu of vacation on a prorated basis.

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

10. Vacations shall be permitted on year-round basis. Summer vacations of ten (10) days in consecutive order are permissible from May 15th to September 15th for employees entitled to three (3) or four (4) plus weeks vacation and five (5) days for Supervisors entitled to two (2) weeks. Employees entitled to one (1) week vacation may select their week in the summer if any period is open. If any summer periods are open, employees may take vacations in excess of ten (10) consecutive days by virtue of their 2nd, 3rd or 4th selection.

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

1st Selection

4-plus week employee

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

3 week employee

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

2 week employee

-Select 1 week any time of the year.

1 week employee

-Select 1 week any time of the year.

2nd Selection

4-plus week employee

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

3 week employee

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

2 week employee

-Select 1 week any time of the year.

3rd Selection

4-plus week employee

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

3 week employee

-Select 1 week any time of the year.

4th Selection

4-plus week employee

-Select 1 week any time of the year.

12. Four-plus week and three week employees may take up to their full allowance in the winter period.

13. Requests for vacations will be submitted to the Area Supervisor on the Vacation Request Form 65-30 T (Rev. 1) between September 15 and November 15, inclusive for the following year. Employees will select their vacations in order of seniority, with each employee given two (2) to five (5) 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.

a. These employees may select in seniority order after all others have selected theirs. Vacation selections must be completed by December 15, for the following year.

b. Failure to select a vacation by December 15, will result in the Area Supervisor assigning one.

All vacation schedules must be completed by December 31st.

14. Newly assigned employees will be granted vacation days off in accordance with their eligibility and with the approval of the Area Supervisor.

15. Employees on vacation who would otherwise become eligible for benefits under Section XVII - Death Leave and Section XXII - Accident and Sickness Plan will not be charged vacation time for the period such eligibility exists.

SECTION XI SENIORITY

1. The following procedures will govern all cases of rehiring, layoffs, promotions, or demotions due to increasing or decreasing forces.

2. Seniority shall be based upon time in grade. In the event more than one person has the same date of rank, the person with more time in grade in the next lower grade will be most senior. If more than one person shares the same date of rank of the next lower grade, then the person with the earlier date of hire shall be most senior. If more than one person shares the same date of rank and the same date of hire, then alphabetical order shall determine seniority. As used in this clause, "date of hire" means the date the person started in the Tolls Division, not on the Parkway in case of transfer from another Division.

3. If a member in a higher classification reverts to a lower grade, they will revert to the date of rank held when in that

grade. If they revert to a grade not previously held, they will use the date of rank of the next higher grade held in the bargaining unit. Any person promoted out of the bargaining unit who reverts to a position in the unit will be credited only with service previously spent in rank in the bargaining unit.

A. Should such employee (one promoted out of the bargaining unit) return to the unit due to his/her failure to successfully complete the probationary period, the employee may exercise bumping rights pursuant to the procedures of Paragraph 5(a) and (b) below. However, should such employee return to the unit after he/she has successfully completed the probationary period and served in the new position, he/she may return to the lowest classification in the unit as the least senior person in such classification.

B. Should an employee be demoted within the bargaining unit, such employee may exercise bumping rights pursuant to Paragraph 5(a) and (b) below.

4. a. Open positions for Plaza Supervisor and Assistant Plaza Supervisor that are created by increase in force, termination, resignation, promotion, transfer, or any other reason, will be posted for bid for a period of five (5) days in all plazas. The position will be filled by the most senior person bidding on the opening. A copy of all transfer and downgrade requests will be sent to the Union. Positions which become open as a result of filling transfer requests will be filled and/or posted in the same manner. This applies only to members of the unit, and not to Toll Collectors seeking promotion or being promoted to Assistant Plaza Supervisor."

b. New promotions will next be made on the basis of seniority for openings left after transfers have been made in accordance with paragraph 4.a. above of this Section XI from:

(1) The most senior employee who previously held the job and was downgraded due to a reduction in force.

(2) The most senior employee in the next lower ranked position in the unit. In the event a question arises as to the qualification of this senior employee, such employee will be given up to seven (7) months to prove his/her ability. Should the Authority feel that any employee does not meet the job requirements within said seven (7) months, the matter will first be discussed with the President (or his/her designated representative) of the Union before a decision is made. If employee is retained in the job over said period he/she will be considered qualified unless such period is mutually extended. If such employee is unsatisfactory and returns to his/her previous position, he/she will be precluded from exercising his/her right under this clause for a period of two (2) years from the date of his/her return to his/her previous position.

5. Decrease in Force

a. An employee whose position assignment has been eliminated, will have the right to displace a less senior employee in the same grade at the location of his/her choice. Any employee covered by this agreement, who has been displaced from his/her assigned work location or Plaza due to a decrease in force, shall have first choice to return to said Plaza or work location, if and when a vacancy or position occurs, before any transfers on file, or requests, and the posting of bids are to be filled.

b. If there is no suitable location where his/her seniority permits him/her to displace a less senior employee, the employee may exercise the same option in the next lower grade within the bargaining unit.

c. If there is no suitable location within the bargaining unit where his/her seniority permits him/her to displace a less senior employee, the employee may elect to return to the Toll Collectors Bargaining unit if a position is available. However, in the event the Union negotiates an Agreement with Local 196 to permit such employee to exercise his/her seniority hereunder in said bargaining unit, then such employee may displace any such less senior employee in that unit.

d. Employees who return to the Toll Collectors bargaining unit shall retain all longevity rights and seniority rights as negotiated with Local 196.

e. If an employee is precluded from selecting a position through any of these options, the employee may accept another position with the Authority if available.

f. Employees who have been laid off will retain all their seniority and longevity rights for a period of two years from the last date worked. Any employee laid off for more than two years will receive credit for former service if recalled by the Authority.

g. In the event of a layoff, no new entries into the unit may be permitted in either unit until those laid off have been given the opportunity to be recalled. Any laid off employee entitled to recall hereunder including those retained by the Authority in other positions shall be recalled prior to any new entries in this bargaining unit or Toll Collectors or prior to any transfer of all Collectors to this bargaining unit.

(1) When job openings become available, the bumped, eliminated and/or recalled employees shall be returned to their respective Plaza, based on seniority, and shall subsequently be returned to their original job title and shift once they become available, on a seniority basis. Such procedure shall take

precedence over recall from layoff.

(2) In the event of a layoff, the Authority agrees to give all employees and the Union seventy-five days advance notice or pay in lieu thereof. (3) 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 two (2) months after the employee physically assumes the lower position. Thereafter, such employee will receive the top rate of the position into which the employee bumps.

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

6. No employee in the bargaining unit may be terminated, other than for disciplinary reasons, as long as there is a temporary or probationary employee who he/she may replace in the Tolls Division. A Supervisor may resign at any time with all benefits to which he/she is entitled.

7. In the event of layoff, employee will receive seventy-five (75) days advance notice or pay in lieu thereof.

8. Any employee receiving notice of layoff shall within forty-eight (48) hours of receipt thereof inform the Authority of the position on which he/she will exercise his/her seniority rights in order that the Authority may give the notice to such employee to be replaced as required above.

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

10. The Authority will supply the Union with a copy of completed Payroll Advice, when issued, that affects any employee in the bargaining unit.

11. New entries in this unit or employees promoted will be subject to a probationary period of six (6) months except that employees who have completed the six (6) month probationary period in the Assistant Plaza Supervisor classification and are promoted to Plaza Supervisor, and have more than thirty (30) months of service as an Assistant Plaza Supervisor then said six (6) months

shall be reduced to three (3) months. The Authority shall then have a period of thirty (30) days thereafter to determine whether such employee is qualified or not. The seniority date will be the date of hire into unit or date of promotion as the case may be. Time spent during probationary period prior to layoff or military leave or disability shall be counted toward the probationary period. Once the successful bidder is placed into the position and completes the probationary period, his/her seniority shall be effective on the date the bid was removed.

SECTION XII COMMITTEES

1. The Authority agrees to release from duty with pay representatives of the Union for the purpose of attendance at meetings with representatives of the Authority. In the case of grievance meetings or disciplinary hearings, two (2) Union representatives will be released from duty with pay, and in the case of contract negotiating meetings five (5) Union representatives will be released from duty with pay. If because of shift assignments or vacation a Union representative is not scheduled to work at the time of the meeting, he/she will be released from duty with pay when he/she is scheduled to work to compensate him/her for his/her attendance at the meeting.

2. Two (2) Union representatives shall be released from duty with pay for attendance at arbitration hearings.

3. The Authority with notice of at least one (1) week and its approval and upon request will release from duty without pay representatives of the Union for the purpose of conducting other forms of Union business. Such approval of the Authority will not be unreasonably withheld. The Authority with at least one week prior written notice agree to release from work assignment with pay officials of the Union for the purpose of attending State or International Conventions, limited to not more than four employees at one time for State Conventions and two employees at one time for International Conventions. The foregoing is further limited to not more than four weeks per calendar year.

4. The Union and the Authority will keep each other advised of the names of their respective representatives.

5. Pursuant to agreed scheduling between the parties, release time for Union representatives for the purpose of handling Union-Authority matters will be granted up to twenty-four (24) hours per week. Such time shall be considered excused absence with pay. The Authority may or may not fill the absence created thereby.

SECTION XIII
GRIEVANCE PROCEDURE

1. The parties recognize their mutual responsibility to avoid strikes and to quickly resolve all problems that arise. There will be three (3) steps for processing grievances:

STEP 1 - If a problem cannot be settled between the Union and the Authority representatives, a grievance will be presented in writing to the Superintendent of Tolls. The Superintendent of Tolls, within five (5) days, will arrange a meeting with a representative of the Union. A written answer to such grievance will be given at such meeting. If for some reason an answer cannot be given at that time, the Superintendent of Tolls will give the written answer within five (5) days.

STEP 2 - If the Union decides to take the grievance to the second step, the grievance form will be submitted to the Manager of Labor Relations or his/her designee who will arrange a meeting with the Union and Authority representatives, and answer the grievance in writing within ten (10) working days of the date it was submitted at the second step.

STEP 3 - If the grievance remains unresolved following receipt of the Step 2 answer, the Union may submit the grievance to the Director of Human Resources or his/her designee who will meet with the representatives of the Union to hear the grievance. The Director will give a written answer to the grievance within ten (10) days of the hearing.

This third step of the procedure is optional and may be initiated by the Union prior to or after the grievance is submitted to Arbitration.

2. The foregoing time limits may be lengthened by mutual agreement.

3. The Authority's reply to a grievance will be considered final at any level of the grievance procedure and the grievance closed if written notice to the contrary is not received within thirty (30) days of the date of such reply.

4. All parties shall have the right to present and examine evidence and witnesses at every level of the procedure. All pertinent Authority records will be made available for examination. The proceedings may be recorded.

5. Members of the Union Grievance Committee, not to exceed five (5), will be released from duty (two (2) with pay) for those shift hours they attend a grievance meeting. Each party may have a legal representative at the second step meetings.

6. The Union and the Authority may consider referring a grievance to arbitration in accordance with Section XIV by mutual agreement at any time.

SECTION XIV ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Section XIII, and which involves either:

a. the interpretation or application of a specific provision of the Agreement except Paragraph S of Section II, or

b. a disciplinary penalty (including discharge) which is alleged to have been imposed without just cause, may be submitted to arbitration upon written request of either the Union or the Authority within thirty (30) days after the Authority's answer at the final step of the grievance procedure.

2. A request for arbitration shall state in reasonable detail the nature of the dispute, the provision of the agreement violated, and the remedy requested. Within thirty (30) days after receipt of a request to arbitrate, the receiving party will give its response thereto in writing, stating whether or not it believes the stated dispute to be arbitrable. If the receiving party believes the dispute not to be arbitrable, it will state its reasons in reasonable detail.

a. If the response agrees to the arbitrability of the dispute, application will be made by the moving party to the New Jersey Public Employment Relations Commission for the selection of an impartial arbitrator in accordance with the procedures of this agency.

b. If a response to a request for arbitration disagrees as to the arbitrability of the dispute, either party may request a conference to discuss the arbitrability of the dispute, and to seek to resolve the difference between the parties.

3. Only one request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.

4. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing.

5. In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the Authority retains all its rights to manage the activities of the Authority,

including (but not limited to) the right to determine the methods and means by which its operations are to be carried on to select, direct and assign the work force and to conduct its operations subject only to the express limitations set forth in this Agreement; and it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the Authority in the exercise of any such rights, except where such challenge is based upon a violation of any such express limitations in this Agreement.

6. If a final judgement of a court has determined that a request raises arbitrable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgement, and the arbitrator shall have no authority or jurisdiction to consider issues other than these specified.

7. The award of an arbitrator upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way, alter the provisions of this Agreement.

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

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

SECTION XV JOB CLASSIFICATIONS

1. The job descriptions for the job classifications of Section Supervisor, Plaza Supervisor and Assistant Plaza Supervisor are attached hereto as Exhibit "B" and made a part of this Agreement.

2. If the Authority wishes to make changes in these job descriptions, delete or add new job classifications, this will be negotiated with the Unions.

3. A Supervisor is not required to perform work that is not specified in his/her job description.

4. If a Supervisor is requested and elects to perform work of a higher classification, he/she will be compensated at the appropriate step in the higher salary range for the time spent. The Union will be notified in advance of all such assignments. In case of emergency (where Supervisor must leave job immediately) the Union will be notified as soon as possible.

Whenever a temporary vacancy (that is not filled by application of "Increase In Force" procedures Section XI, paragraph 4) occurs in any job for a shift tour of eight (8) hours or more, Supervisor in the Plaza involved and the adjacent Plazas shall be assigned to fill the temporary vacancy.

5. All Supervisors have the responsibility to inspect areas within his/her jurisdiction for hazardous conditions, take immediate steps to ensure the safety of employees and notify the appropriate Department for corrective relief.

SECTION XVI INFORMATION

1. The Authority will notify the President in writing or in his/her absence the Vice-President of the Union, of any contemplated action regarding conditions of any employee's employment, including layoff, transfer discipline or disability prior to official notification to the employee.

2. All past privileges and practices not covered by this Agreement shall be continued. Employees shall be subject to existing operating policies, practices, manuals, rules or regulations not herein enumerated, except as they may be modified herein, copies of which will be furnished the Union. No changes, additions or revisions shall be made or applied to employees covered by this Agreement, except and until agreed to by the Union.

3. The Authority shall provide each member of the Local's Executive Board with copies of an up-to-date seniority list. Such seniority list shall include the employees' names, dates of hire, dates of promotion, title, and Plaza of assignment. Within thirty (30) days after the signing of this agreement, revisions thereto shall be provided monthly and total updated seniority lists shall be issued on or about January 15 and July 15 annually. Any errors shall be promptly corrected by the Authority.

SECTION XVII
DEATH IN THE IMMEDIATE FAMILY

1. An employee who is absent from work because of the death, funeral or other matters relating to, of his/her spouse, child(ren) or stepchild(ren), parent, parent-in-law, brother, sister (same to include step-brother and step-sister and step-parents), grandchildren, grandparents, grandparents-in-law, brothers and sisters-in-law, sons-in-law, and daughters-in-law, will be compensated for such lost time up to a maximum of five (5) days paid in the case of spouse and child(ren), parent, brother, sister (including step) and three (3) days paid in all other cases for each such instance. The employee will provide reasonable verification of the death.

2. 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. If a person is on workers compensation, this paragraph 2 does not apply. However, if such employee has either exceeded or not met his maximum Supplementary Worker's Compensation Benefits under Section XXIV, paragraph 10, the employee shall be given an additional 3 or 5 days, as appropriate, of supplementary workers compensation benefits for that compensable injury.

SECTION XVIII
COURT LEAVE AND OTHER EXCUSED ABSENCE

1. When called for jury duty or subpoenaed as a witness to court, an employee will be paid his/her regular salary for those days he/she is required to be in court, as verified by submission of the appropriate court notice to his/her Department Head. If notice is given prior to posting of the work schedule and the absence is for more than two (2) days a week, the Authority shall reschedule to provide said employee with Saturday and Sunday off.

If notice is given after posting of the work schedule, the temporary vacancy provision under Section VII will govern.

2. Employees will also be excused with pay when ordered to appear for a pre-induction physical examination for the military or for reasons of an annual military disability pension review.

3. Unless otherwise provided, all periods of military leave, sick leave and other authorized absences are included in the computation of an employee's continuous service.

4. Leaves of absence without pay for bona fide personal reasons, such as personal or family emergencies, circumstances beyond the control of the employee, or for similar reasons, will be granted as follows upon request. Should a dispute arise over the

foregoing, the Authority agrees to expedite resolution through the Director of Personnel or the Executive Director prior to the effective date of the requested leave.

Employees with one years service - 2 weeks

Employees with more than two years service - (30) days

Leaves of absence in excess of thirty (30) calendar days may be granted only in exceptional circumstances providing the employee requesting such leave has been employed by the Authority for two (2) or more years. In such cases, the Department Head will submit all pertinent information, along with his/her recommendations, to the Executive Director of the Authority for his/her approval.

Such period of absence in excess of three (3) months will not be included in the computation of employees continuous service.

SECTION XIX MILITARY LEAVE OF ABSENCE

1. Military Leave of Absence is permission granted an employee to be absent from his/her regularly prescribed duties at the New Jersey Highway Authority for the duration of a tour of active military service. Military service is considered to be active service of selectees, enlistees and reservists in the Armed Forces of the United States of America, including the Coast Guard.

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

An employee who enters military service will be granted a Military Leave of Absence to cover the period of his/her military service. A Military Leave of Absence shall extend for the period of such service and for a further period of three months after receiving discharge from such service. If any such person shall be incapacitated by wound or sickness at the time of discharge from such service, leave of absence shall be extended until three months after recovery from such wound or sickness, or until the expiration of two years from the date of discharge from such service, whichever shall first occur. If the returning employee is unable to perform his/her former duties as a result of injuries sustained during service, or if his/her original position has been discontinued, he/she is to be assigned to another suitable position on an individual basis.

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

The entry into extended active duty of an employee granted Military Leave of Absence does not change the employee's status within the New Jersey Highway Authority. In the case of probationary employees, however, the balance of the probationary period must be completed upon return from military leave before the employee may attain permanent status.

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

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

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

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

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

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

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

The New Jersey Highway Authority will pay the employee's salary less the sum of the employee's military pay and allowances other than travel allowances. Such payment will be made upon his/her return to work and upon furnishing evidence of the amount

of military pay and allowances other than travel allowance.

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

SECTION XX LEGAL APPLICATION

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

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

SECTION XXI SCHOLARSHIPS

1. A Scholarship Policy has been established to recognize and provide financial assistance to our young people who are dependent children (adopted, step-children or legal ward) of Supervisors 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 (2) semesters (one college year), the total sum of eight hundred dollars (\$800.00) will be paid directly to an accredited college institution provided official documentation of enrollment is supplied to the Personnel Division. The conditions under this program are on file in the office of the Director of Personnel. Should, during the life of this agreement, any other bargaining unit of the Authority receive an increase in scholarship above eight hundred dollars (\$800.00), this paragraph shall be automatically modified to include such increase above eight hundred dollars (\$800.00).

SECTION XXII
ACCIDENT AND SICK BENEFIT PLAN

1. All employees 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.

2. Sick leave is cumulative. An employee who retires or dies (to the estate) and who has completed at least one (1) year of service will receive payment of 100% of his/her unused Sick Leave entitlement based on a maximum of 300 days; those employees who resign with at least five (5) years and up to 10 years of service will receive a payment of 50% of their unused Sick Leave entitlement based on a maximum of 300 days; those employees who resign after ten (10) years of service will receive a payment of 100% of their unused Sick Leave entitlement based on a maximum of 300 days. The aforementioned payments of accumulated unused Sick Leave may not be payable to an employee who had been terminated as a result of a disciplinary action subject to the Grievance Procedure.

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

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

5. An employee who has accumulated more than 150 days of Sick Leave entitlement in any calendar year may, with notice to the Authority on or before October 15th, payable on or about December 15th, cash in up to ten (10) days of Sick Leave entitlement accumulated but in no event shall such cash-in reduce the accumulated balance less than 150 days. After one (1) year of service, five (5) (and after twenty years of service, seven (7) 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) None will be granted on a holiday.
- (2) Personal leave days are not cumulative.

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

(4) No more than one (1) person per day at a Toll Plaza unless approved by the Area Supervisor.

(5) Five (5) days prior written notice in order to be properly scheduled.

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

(7) In the event of emergency, five (5) days written notice will be waived.

6. Regulations

a. Benefits shall be calculated on the basis of employees' base rate of pay. The base pay rate shall include shift differential only for those days employee is sick on the remainder of the current posted schedule that entitles employee to shift differential if employee had worked.

b. Absences of more than one-half day shall be charged to Sick Leave.

c. An employee will qualify for benefits on completion of three (3) months of active and continuous service. By active and continuous service is meant periods of employment for which credit is given under this plan. Credit is given for the periods of an employee's service from his/her continuous service date, i.e., the date of his/her current employment, but there shall be deducted therefrom, for the purpose of determining his/her length of service, all off-duty periods during which the employee is absent because of:

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

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

d. 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 employees completed years of service, including the period of his/her military leave, upon return to Authority service.

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

1. If employee is re-employed after having been

terminated prior to accumulation of six consecutive months of active and exclusive service or

2. After resignation

f. Employees may be required to submit a medical certificate signed by a physician showing that the absence is due to illness or accident within the meaning of this plan.

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

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

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

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

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

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

to which he/she was entitled at the end of the prior calendar year, until such time as he/she qualifies for his/her new entitlement.

j. If an employee's disability results directly from willful misconduct, he/she may be disqualified for benefits under this plan.

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

l. The Authority may have a physician investigate the circumstances of any employee's illness or injury to determine whether the employee is taking appropriate steps to expedite his/her recovery and return to work.

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

SECTION XXIII TEMPORARY DISABILITY PLAN

1. ELIGIBILITY

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

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

2. WAITING PERIOD

Saturdays, Sundays and other non-work days will be counted as days absent only after the waiting period has been satisfied, or they were scheduled work days for the employee. A new waiting period applies to each period of absence in an assigned benefit year if the employee has returned to active service for at least five (5) consecutive working days, following an absence covered under this Plan. Hospitalization or 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 20 day period has occurred. Hospitalization is any admission and confinement to a hospital bed for more than twenty four (24) hours. Employees shall be paid for holidays which fall during the waiting period.

3. BENEFIT YEAR AND BENEFITS

a. A benefit year is the fifty-two (52) week period commencing with the first full scheduled work day of absence following the exhaustion of paid sick leave benefits. An employee who is assigned a benefit year and receives Temporary Disability Benefits of 39 weeks will not be eligible for additional Disability Benefits until the expiration of the assigned benefit year, and return to active service for ninety (90) days, whichever is later.

b. The benefit rate is eighty-five percent (85%) of the employee's regular base wage or salary for thirty-nine (39) weeks in a benefit year.

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

d. Holidays will be paid during Temporary Disability.

4. CONDITIONS

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

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

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

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

5. EXCLUSIONS

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

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

(2) Participation in war or any type of activity involving service in the Armed Forces;

(3) The commission of an unlawful act found guilty thereof.

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

c. In all questions regarding the degree of disability or the duration of same, if the written medical opinion of the Authority physician disagrees with the employee's physician, a third physician shall be chosen by the parties hereto.

d. In the application of this plan, the records of the Authority shall be used in determining an employee's length of service, benefit eligibility, and wage or salary. Benefits provided under this Plan are non-assignable.

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

SECTION XXIV HEALTH BENEFITS

1. The hospitalization and medical-surgical coverage to be provided to employees shall be self insured and reinsured with the Northwestern National Life Insurance Co. There shall be no diminution of benefits during the life of this contract. The hospitalization plan shall provide for the following three items:

a. a mandatory second opinion by a surgeon of the patient's choice in cases of certain listed procedures;

b. mandatory pre-admission testing; and

c. no weekend admissions for non-emergency procedures.

d. Effective July 1, 1989, there shall be a requirement of Hospital Pre-Admission Certification. The first year of the program (July 1, 1989 - June 30, 1990) shall be considered a trial

period. All employees are to comply with the program's requirements; however, any penalties shall be waived during this trial period.

2. The Authority shall maintain a central telephone service, 24 hours a day - 7 days a week, for the purpose of verifying to any supplier of a medical service the hospital, medical and surgical coverage provided under the New Jersey Highway Authority self insurance for each employee and his/her dependents. The Authority shall supply a telephone number to each employee to be used for this purpose.

3. The Authority shall use its best efforts to communicate with any general hospital in New Jersey which, to the Authority's knowledge, does not accept the Authority's self insurance in lieu of advance payment for in-patient and out-patient services. The Authority shall use its best efforts to cause any such hospital to accept its self insurance in lieu of such advance payment.

4. The Authority shall continue and pay for the same hospitalization and medical-surgical coverage as herein provided to eligible surviving dependents of a deceased employee or retiree for the following periods:

a. One year from the date of death for employees or retirees with 5 or less years of service.

b. Two years from date of death for employees or retirees with more than 5 but less than 10 years of service.

c. Five years from date of death for employees or retirees with 10 or more years of service, but less than 15 years of service.

d. Ten years from the date of death for employees or retirees with 15 or more years of service.

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

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

Effective July 1, 1989, the deductible shall be \$125 for the individual and \$250 for the family.

5. The Authority will provide the Hospital/Surgical, Major

Medical (including prescriptions), dental plan and vision care plan for all employees and their eligible dependents at no cost to the employee effective the first of the month next following completion of two months employment with the Authority.

6. Dental Plan - The Authority shall provide self-insured coverage dental insurance for all employees and eligible dependents at no cost to the employee. The above coverage takes place on the first of the month next following two (2) months after the effective date of hire.

The Authority shall provide a vision insurance plan providing payment for routine examination for the fitting of eye glasses, frame 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 provision of aforesaid plan. Final determination of the eligibility and reimbursement of any claim will be based upon the Plan Document as filed.

7. The existing medical plan shall be amended to provide for Hospice care and for intravenous care at home.

8. The Authority shall have the right to change from a self-insured Medical/Surgical Plan and Dental Plan to an insured plan provided that in no case shall the benefits payable to an employee or his/her eligible dependents under any such plan of a successor insurance carrier be less than said benefits currently under this Agreement.

9. In the event the Authority desires to change from a self-insured to an insured plan during the term of this Agreement, it shall notify the Union of such change and arrange for a meeting with the representatives for the purpose of explaining the change of carriers.

10. Supplementary Worker's Compensation benefits equal to 80% of regular weekly pay of employee earnings at the time of injury will be paid on a current basis without interruption of salary. The period of such payment shall be based upon an employee's length of permanent service with the Authority as indicated in the schedule below:

Length of Service- Calendar Year	Number of Weeks- at 80% of regular weekly pay
1st year or fraction thereof	4 week at 80% of regular weekly pay
2nd, 3rd or 4th year	13 weeks at 80% of regular weekly pay
5th, 6th, 7th, 8th and 9th year	26 weeks at 80% of regular weekly pay
10th, 11th, 12th, 13th & 14th year	39 weeks at 80% of regular weekly pay
15th year and up	52 weeks at 80% of regular weekly pay

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

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

11. Any employee who has passed his or her 40 birthday, may, at the employee's option, receive an annual physical from a physician of the employee's choice, for which the Authority shall be obligated to pay up to fifty dollars (\$50) per annum.

12. The Orthodontia benefits provided herein shall be amended to provide the same benefits granted to employees covered by the agreement between the Authority and Local 196, I.F.P.T.E.

SECTION XXV PENSIONS AND RETIREMENT

1. Full vacation allowance and compensatory days off for the calendar year of retirement will be granted to the extent not taken. Full sick days for the calendar year of retirement will be granted to the extent not taken provided, however, that such payment will not increase the 300 sick day cap.

2. The Authority will pay Medical, Hospitalization, Major Medical, Dental and Vision insurance for any employee who retires and for an employee's eligible dependents, during the lifetime of

the retiree. The retiree and spouse, in order to be eligible for this coverage, must acquire Parts A and B of the Medicare Insurance Program if qualified.

A. Retirees Under Age 65

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

B. Retirees Age 65 and Over

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

Effective July 1, 1989, to be eligible for retiree health benefits the employee must have completed the ten year vesting requirement of the Public Employees Retirement System.

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

Basically, the program provides each qualified employee with:

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

b. Financial protection in case of disability or death.

c. Benefits in addition to Federal Social Security coverage.

d. Opportunity to participate in a Supplemental Annuity System by additional payroll deductions. In connection with (b) above, this system provides life insurance protection totalling three (3) times the employee's base salary. Of this, 1½ times annual salary is available at no cost.

4. Health Benefits affecting Retirees are as provided for in Section XXIV.

SECTION XXVI
MISCELLANEOUS

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

2. Whenever a dispute arises involving Sections XXIII and XXIV, the Union agrees that it will not use the fact that any changes or modifications between this Agreement and the prior Agreement were made in said sections.

3. This Agreement may be modified or amended by the parties hereto during the term of this Agreement by mutual agreement of the parties. Any such modification or amendment must be in writing and signed on behalf of the Authority by the Chairman of the Authority or the Executive Director and on behalf of the Union by the President and two (2) members of the Executive Board.

4. The Authority will provide sufficient vehicles at designated plazas for supervisors' use in travelling to and from ramps. Designated plaza will include all plazas that are required to service ramps that are within their jurisdiction.

5. The Supervisor will be required to make reasonable use of his/her personal vehicle, if available, to check areas under his/her jurisdiction but cannot be directed to use his/her personal vehicle to carry machines, vaults or equipment.

6. 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 representative of the Executive Director, Superintendent and Assistant Superintendent of Tolls. The Authority Chairperson shall be an ex officio member of the Committee. The Committee shall meet at least once every three months 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.

7. Officers of 193 shall be supplied with non-revenue tickets as needed for Union-Authority business.

SECTION XXVII
TERM OF AGREEMENT

1. The term of this Agreement will commence July 1, 1992, and shall be binding upon the Authority and the Union through June 30, 1994, 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.

If either party gives notice to the other of a desire to change any of the terms of this Agreement pursuant to Section XXVII, paragraph 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.

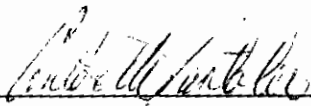
IN WITNESS WHEREOF, the parties have caused this Contract to be executed under their hands and seals.

DATE: _____

NEW JERSEY HIGHWAY AUTHORITY

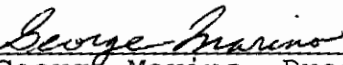
By: 
Robert J. Jablonski
Chairman

ATTEST: _____


ANTONETTE PANTALEO
Assistant Secretary

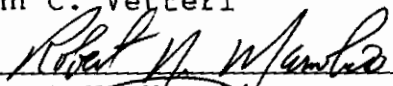
TOLL SUPERVISORS OF AMERICA
Local 193, IFPTE, AFL/CIO & CLC

DATE _____

By: 
George Marino, President


Michael Limone


John C. Vetterl


Robert N. Manolio

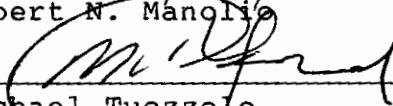

Michael Tuozzolo

EXHIBIT "A"

SUPERVISOR'S SALARY SCHEDULE

1. Effective July 1, 1992 through June 30, 1993, the following annual base rates will be in effect:

	Starting Rate	Job Rate
T-1	\$ 37,756	\$ 41,427
T-2	42,079	43,701

2. Effective July 1, 1993 through June 30, 1994, the following annual base rates will be in effect:

	Starting Rate	Job Rate
T-1	\$ 39,549	\$ 43,395
T-2	44,078	45,777

In the event the Consumers Price Index (defined below) on March 31, 1991 has increased by nine percent (9%) or more over the Consumer Price Index of April 1, 1990, 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 January 1, 1991.

The Consumer Price Index referred to above 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. Indices.

EXAMPLE

In the event that the cost of living, pursuant to the above formula is eleven percent (11%) for the period measured above then the employees covered by this Agreement shall receive an additional two percent (2%) wage increase effective January 1, 1991.

EXHIBIT "B"

PLAZA SUPERVISOR

JOB DESCRIPTION

The Plaza Supervisor is responsible for the supervision of his/her assigned Plaza during his/her tour of duty, responsible for adherence to:

- A. Rules and Regulations Governing Use of the Garden State Parkway;
- B. Personnel Policies and Procedures;
- C. Regulations of the Tolls Collection Division, as provided in the Toll Collector's Manually
- D. Safety procedures by all personnel under his/her jurisdiction and by any other persons, employees or patrons entering his/her facility.

PHYSICAL DUTIES

Operation of the automobile pusher unit for the removal of disabled vehicles.

Receiving and storage of bulk supplies and distribution of material as required.

Preparation of Change Fund deposits and receiving from the Armored Car Service bulk bags of nickels, dimes, quarters (weight 40 to 65 lbs. per Bag), and the breakdown and secure disposition of same for issue as required.

Removal of filled vaults from Automatic Toll Collection equipment, insertion of empty replacement vaults and the secure disposition of vaults containing toll revenue (weight 83 lbs. each).

Removal of damaged automatic coin collection equipment and replacement with an operative machine (machine weight 90 lbs.).

Since the physical duties require bending, lifting and positioning heavy equipment, persons selected for this position must be in sound physical condition.

ADMINISTRATIVE DUTIES

Supervision of Toll Collectors by the assignment of work schedules and locations.

Responsible for adherence to Toils Division policies and procedures.

Responsible for training of assigned manpower.

Prepares necessary written reports.

Makes recommendations concerning disciplinary action.

Issues commendations or reprimands written in the form of Reminders of Performances as warranted.

Prepares Toll Collector work schedules.

Makes recommendations concerning changes in the personnel assigned under his/her jurisdiction, including increases, decreases or reassignments.

Makes recommendation concerning satisfactory completion of probationary periods and quarterly reports on the progress of probationary personnel under his/her jurisdiction.

Trains personnel for progression to the next higher job classification under either the O.J.T. or W.O.C. programs.

Administers and interprets instructions or regulations as defined in Parkway Regulations, Union Contract, Personnel Policies and Procedures or the Toll Collector's Manual.

Must have the experience and judgement necessary to enable him/her to render justifiable, on-the-spot decisions in situations not specifically covered by regulations or written instructions.

Must be able to communicate instructions and information in a manner so that it may be understood by those under jurisdiction.

Must coordinate the activities of contractors and maintenance personnel in his/her area so that necessary improvements and repairs may proceed without interruption of patron services.

Responsible for proper and safe assessment, collection and retention of toll revenue in the area under his/her jurisdiction.

Responsible for the assignment of sufficient manpower to provide adequate coverage for the area under his/her jurisdiction.

Makes recommendations for promotion.

JOB SPECIFICATIONS

EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

Previous Toll Collector or collection experience.

Prior supervisory experience.

ASSISTANT PLAZA SUPERVISOR

JOB DESCRIPTION

Assistant Plaza Supervisor will assist the Plaza Supervisor in all details of Plaza operation, act as an automatic lane monitor, perform relief collector duties when so assigned, perform any duties as directed by the Plaza Supervisor. In the absence of the Plaza Supervisor, responsible for all duties of that position.

JOB SPECIFICATIONS

EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

Previous Toll Collector or Collection experience.

LETTER OF UNDERSTANDING BETWEEN
NEW JERSEY HIGHWAY AUTHORITY
AND
TOLL SUPERVISORS OF AMERICA,
LOCAL 193, IFPTE, AFL CIO & CLC

In the negotiations leading to the execution of the collective bargaining agreement covering the period July 1, 1984 through June 30, 1986, the parties have resolved a dispute concerning relief by Supervisors of Toll Collectors on the midnight shift in certain Plazas. Because of the nature of this dispute, and the language of Section XV 3 of the agreement, it is more appropriate to everybody this understanding in a side agreement than to amend the collective bargaining agreement itself. In return for this agreement, the Authority has made certain economic concessions to the Union, including its agreement to increase the midnight shift differential from six percent (6%) to eight percent (8%) for all employees in the collective bargaining unit.

The Union agrees that its members will continue to relieve Toll Collectors on the midnight shift in those Plazas where this practice is presently in effect. The Authority agrees that it will not increase the number of Plazas at which Supervisors will be required to relieve Toll Collectors. It is the intent of the Authority to continue to reduce the number of Plazas at which this practice is in effect, based strictly upon business considerations as has been done in the past. However, the decision to reduce the number of such Plazas rests solely and exclusively with the Authority and is not subject to the Grievance Procedure.

The Union agrees that it will withdraw the grievance under Section XV over this issue which is now scheduled for hearing before Arbitrator Joseph Wildebush on August 20, 1984. The Union will notify the arbitrator that the dispute has been settled and will withdraw its demand for arbitration with prejudice.

This letter of understanding does not have an expiration date and will survive the termination of the collective bargaining agreement.

NEW JERSEY HIGHWAY AUTHORITY

By: _____

ATTEST:

TOLL SUPERVISORS OF AMERICA
Local 193, IFPTE, AFL/CIO & CLC

By: _____

DATE:

LETTER OF UNDERSTANDING BETWEEN
NEW JERSEY HIGHWAY AUTHORITY
AND
TOLL SUPERVISORS OF AMERICA,
LOCAL 193, IFPTE, AFL-CIO & CLC

During the negotiations for a collective bargaining agreement for the period July 1, 1984 through June 30, 1986, the parties agreed to the deletion from the bargaining unit of the Section Supervisor classification. This letter of understanding is designed to memorialize the agreement reached by the parties with respect to the elimination of the classification and the accommodation of those remaining Section Supervisors. It shall survive the expiration of the 1984-1986 agreement and shall continue until such time as it is modified or amended by agreement of the parties. Agreement as to the Section Supervisors was reached as part of the collective negotiating process for the successor agreement to the 1982-1984 agreement, and this memorandum shall be the only document which governs the Section Supervisors after July 1, 1984.

The understanding reached by the parties is:

1. During the period from July 1, 1984 through June 30, 1985, the two remaining Section Supervisors, Messrs. Wournell and Baker, shall continue to serve in the position of Section Supervisor and shall report to the Union Toll Plaza. One shall work a schedule of 7:00 a.m. to 3:00 p.m. with Saturday and Sunday off and the other shall work a schedule of 3:00 p.m. to 11:00 p.m. with Tuesday and Wednesday off. The foregoing shall be subject to change only in emergencies.

a. These two Section Supervisors understand that they will spend each work day at the Union Plaza and adjacent ramps only, and they shall not travel from plaza to plaza as heretofore.

b. These employees shall retain their current pay status, plus the percentage increases negotiated in the 1984-1986 collective bargaining agreement, including their guaranteed overtime.

2. Section VII, 1.a., Paragraph 2 of the collective bargaining agreement, which provides for replacement of Section Supervisor's scheduled or unscheduled absence by a Plaza Supervisor shall no longer apply.

3. The classification of Section Supervisor is to be excised from the collective bargaining agreement effective July 1984, subject only to the special consideration given to the two incumbent Section Supervisors.

4. Should either Mr. Wournell or Mr. Baker leave the bargaining unit for any reason after July 1, 1984, he shall not be replaced. This does not apply, however, after either has entered the rotation as set forth below at which time he or she shall be replaced, pursuant to the terms of the collective bargaining

agreement, by a Plaza Supervisor.

5. Effective July 1, 1985, Mr. Wournell and Mr. Baker will each choose a separate plaza of assignment from among the Asbury Park, Raritan North and South, Union and Essex Toll Plazas. It is understood that they will be assigned to two different Plazas and will no longer be assigned together. Each will serve as the fifth Plaza Supervisor at such plaza until the first vacancy occurs at the Plaza for any reason. Upon the occurrence of such vacancy, they will fill the vacancy by moving into the rotation as a Plaza Supervisor. In addition, each may exercise his regular contractual bumping rights as Plaza Supervisor for any vacancy in any Plaza. While working as the fifth Plaza Supervisor, each shall normally work from 11:00 a.m. to 7:00 p.m. except in unusual cases.

a. Should a vacancy occur at the Union Plaza during the period July 1, 1984 through June 30, 1985, the Authority reserves the right to temporarily assign to such vacancy an Assistant Plaza Supervisor and to reserve the vacancy for the eventual return of either Mr. Baker or Mr. Wournell, should one of them choose to return to the Union Plaza as of July 1, 1985.

b. While either Mr. Wournell or Mr. Baker is serving as the fifth Plaza Supervisor, any permanent vacancy which occurs for any reason at his plaza shall be filled only by him and shall not be filled in any other manner, notwithstanding any provision of the collective bargaining agreement.

c. Should a scheduled or unscheduled absence occur while Mr. Baker or Mr. Wournell is serving as the fifth Plaza Supervisor, such absence shall be filled as provided in the collective bargaining agreement.

d. The current overtime guarantee shall be maintained during the period July 1, 1984 through June 30, 1985 and while Mr. Wournell or Mr. Baker is serving as the fifth Plaza Supervisor. It shall no longer apply as each of them enters the regular Plaza Supervisor rotation, at which time he shall share overtime pursuant to the terms of the collective bargaining agreement.

e. As the fifth Plaza Supervisor, Mr. Baker and Mr. Wournell shall have weekends off except in emergencies.

f. As of July 1, 1985, either may choose to be the fifth Plaza Supervisor at either Raritan North or Raritan South, after which he is obligated to move into the rotation upon occurrence of a vacancy in that plaza only, and not into a vacancy in the other Raritan Plaza. The other may not become the fifth Plaza Supervisor at the remaining Raritan Plaza but must serve at one of the other three plazas. If one chooses to be the fifth Plaza Supervisor at one of the Raritan Plazas and subsequently retires, the other may opt to transfer to said Raritan Plaza as the fifth Plaza Supervisor, providing he is at the time of the other's retirement serving as a fifth Plaza Supervisor. If the one serving at a Raritan Plaza retires as a regular Plaza Supervisor in the rotation, the other may transfer to fill such vacancy whether he is then the fifth Plaza Supervisor or a regular Plaza Supervisor in the rotation, and regardless of any transfer provision of the

agreement.

6. Mr. Baker and Mr. Wournell will continue to receive their current pay grade throughout the duration of their employment. They will receive the same future percentage wage increases as negotiated for plaza Supervisors.

7. It is expressly agreed that the present and future jobs of Mr. Wournell and Mr. Baker are "red circled", meaning that they shall expire and not be filled by any other person as Mr. Wournell and Mr. Baker leave the collective bargaining unit for any reason.

The foregoing represents the entire understanding between the parties and it has been negotiated in accordance with the parties' intent to accomplish the deletion of the Section Supervisor classification from the collective bargaining agreement. Its provisions are designed to accommodate Mr. Wournell and Mr. Baker in their future years of employment with the Authority, in recognition of their long past service as Section Supervisor. P Any dispute arising under this agreement or concerning the elimination of the Section Supervisor classification and its impact on Mr. Wournell and Mr. Baker shall be resolved through the grievance and arbitration provisions of the collective bargaining agreement. This agreement shall survive the current collective bargaining agreement.

NEW JERSEY HIGHWAY AUTHORITY

By: _____

ATTEST:

TOLL SUPERVISORS OF AMERICA
Local 193, IFPTE, AFL/CIO & CLC

By: _____

DATE: