



# New Jersey Turnpike Authority

## Employee Union Contract

### IFPTE Local 196, Chapter 12

**AGREEMENT BETWEEN**

**NEW JERSEY TURNPIKE AUTHORITY**

**AND**

**IFPTE LOCAL 196, CHAPTER 12**

**FOR THE PERIOD**

**JANUARY 1, 2008 THROUGH DECEMBER 31, 2011**

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# **AGREEMENT**

This Agreement, made and entered into as of February 25, 2008 is between the New Jersey Turnpike Authority, hereinafter referred to as the “Authority”, and Garden State Parkway Craftsperson and Technicians Union, Local 196, Chapter 12, 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 craft employees, including Electrical Craftspersons II, Mechanical Craftspersons II, Building Craftspersons III, Equipment Technicians, Craftspersons II & III Automotive, Craftsperson Assistant - Automotive, Communications Technician, Communications Installer, Press Operator, Junior Printer, Cameraperson, Traffic Technician, Senior Communications Maintenance Technician, Craftsperson Trainee – Automotive and Computer Graphics Coordinator.

On March 9, 2006, the Director of the Public Employment Relations Commission granted the Union’s request to amend its Certification of Representative to reflect its affiliation with IFPTE Local 196, resulting in a name change from IFPTE Local 193B to IFPTE Local 196, Chapter 12. Therefore, effective March 9, 2006, Local 196, Chapter 12 became the official name of the Union.

Preservation of Bargaining Unit Representation: In the event of the “monetization” of the New Jersey Turnpike Authority, the bargaining unit job classifications presently represented by IFPTE Local 196, Chapter 12 shall continue to be represented by said local.

## **SECTION II - CONSIDERATION AND COOPERATION**

1. The Union and Authority agree that mutual cooperation is necessary for the Authority to carry out its public responsibility of maintaining a high level of service to the public.
2. The Union and the Authority agree that it is the continuing intent and purpose of the parties in entering this Agreement to maintain and promote harmonious relations and close cooperation between the Authority and the Union.
3. This Agreement is entered into in consideration of the mutual performance in good faith by both parties and expresses their full understanding in respect to rates of pay, hours of employment, and other conditions of employment.

The parties acknowledge that all agreements arrived at by them during the negotiations concluded by this Agreement are set forth herein, and this Agreement will not be changed, modified, or added to except by a written instrument signed by the parties hereto.

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

5. The Union agrees that it is the exclusive right of the Authority to manage its operations, Such exclusive right includes among other things the operational hours, the determination of the methods and means by which its operations are to be carried on, selections, 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, veteran's status or handicap of the employee.
2. There will be no discrimination by either party to this Agreement against any employee because of membership or activities in the Union. Union officers, representatives or members shall not be discriminated against, interfered with, retrained 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 - CHECK OFF**

1. The Authority agrees to arrange for the deduction of dues upon receipt of written authorization from the employee. Monies so deducted by the Authority shall be transmitted to the Secretary/Treasurer of Local 196 Chapter 12. Any such request for deduction may be withdrawn effective the first payday 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 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 wage schedules attached hereto as Exhibit A, identified as Craftspersons and Technicians Salary Schedule, effective January 1, 2008, through December 31, 2011, may be modified by the Cost of Living, if any.
  - a. All employees shall receive the following percentage increases to their regular rates of pay:

|        |      |
|--------|------|
| 1/1/08 | 3.0% |
| 1/1/09 | 3.0% |
| 1/1/10 | 3.5% |
| 1/1/11 | 3.5% |
2. Wage Progression
  - a. Salary schedules are set forth in Exhibit A.
  - b. Employees whose work is satisfactory will be raised to the next step in their salary range after one year employment in the prior step. Should the Authority feel that any employee does not meet the job requirements during the initial six months after date of hire, the employee may be terminated without recourse. If the Authority feels that an employee does not meet the job requirements within six (6) months of transfer or promotion, 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.
  - c. Motor Pool employees working out-of-title shall receive four (4%) percent in addition to their regular rate of pay. This provision applies only when employees are performing work in a pay grade higher than their own.
  - d. Employees returning to a higher rated job or a lower rated job will be placed in the scale position of rate previously held.
3. Call-In-Pay: Employees who are not on Stand-By Duty and are called in on a non-scheduled workday will be paid a minimum of four (4) hours of overtime pay.

4. Meal Allowance

- a. Employees who are required to work at least three hours in advance of the start of their normal scheduled working day, or in case of a holdover, are required to work three hours in excess of the hours in 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 \$13.00. Effective January 1, 2010, the meal allowance shall be \$15.00.
- b. Employees who work beyond the first meal allowance earned shall be entitled to an additional \$11.25 meal allowance for each six continuous hours worked thereafter. Effective January 1, 2010, the meal allowance shall be \$13.25.
- c. Effective December 1, 2005, in emergencies involving snow or ice control, meals are earned for all hours worked.

5. Travel Expenses

An allowance of thirty one cents (\$0.31) 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. Any employee reporting for exam by the Authority Doctor or Authority referred doctor, shall be paid thirty one cents (\$0.31) per mile prevailing the IRS rate, whichever is higher, by the distance between the employees' workplace and doctor or if no regularly designated workplace, then the distance is measured by the distance between home and the medical office and return.

6. Longevity Pay

- a. Employees hired on or before July 1, 1996, are eligible to receive longevity pay. Subject to the following conditions, longevity pay becomes effective on the 10-year, 15-year, and 30-year anniversary of an employee's permanent date of hire.
  - i. Longevity pay for employees who have completed ten (10) years of full-time Authority service = four percent (4%) added to the employee's base pay.
  - ii. Longevity pay for employees who have completed fifteen (15) years of full-time Authority service = six percent (6%) added to the employee's base pay.
  - iii. Effective January 1, 2008, longevity pay for employees who have completed thirty (30) years of full-time Authority service = seven percent (7%) added to the employee's base pay. The seven percent (7%) longevity pay shall be paid prospectively from January 1, 2008.
  - iv. Longevity payments shall not be cumulative.
- b. Employees hired after July 1, 1996 are not eligible for longevity pay.

7. Uniforms and Safety Shoes

a. Safety Shoes: All employees shall wear steel toe safety shoes as part of their uniforms. Safety sneakers are not allowed. Employees who are provided a safety shoe allowance and fail to wear safety shoes while on duty may subject to disciplinary action.

b. Computer Graphics Coordinator Coats: Employees occupying the Computer Graphics Coordinator job title will receive two (2) lab type coats per year.

c. Uniforms: All Craft employees who are required to wear uniforms will receive the following annual uniform allowance: three winter uniforms, three summer uniforms, six tee shirts and three hats. Effective July 1, 2008, the winter uniform will be modified to subtract three (3) long sleeve shirts and add three (3) sweatshirts. Each Craftsperson and Technician will also receive one winter coat and one spring jacket in alternate years. Craftspersons and Technicians will receive one (1) insulated coverall or overall per contract. Employees who are provided uniforms are required to wear current uniforms and failure of an employee to wear a uniform may subject that employee to disciplinary action.

d. Safety Shoe and Uniform Allowance:

- i. All employees, except those occupying the Computer Graphics Coordinator job title, shall be paid a safety shoe and uniform allowance according to the following schedule:

| 12-Month Time Period    | Annual Allowance | How Annual Allowance Will be Paid                                             |
|-------------------------|------------------|-------------------------------------------------------------------------------|
| 1/1/08 through 12/31/08 | \$670            | \$335 paid in lump sum on 4/29/08.<br>Effective 7/1/08 \$25.76 paid bi-weekly |
| 1/1/09 through 12/31/09 | \$695            | Effective 1/1/09 \$26.73 paid bi-weekly                                       |
| 1/1/10 through 12/31/10 | \$720            | Effective 1/1/10 \$27.69 paid bi-weekly                                       |
| 1/1/11 through 12/31/11 | \$745            | Effective 1/1/11 \$28.65 paid bi-weekly                                       |

- ii. Effective 1/1/08, employees occupying the Computer Graphics Coordinator job title shall be paid an annual three-hundred seventy dollars (\$370) safety shoe and uniform allowance. To cover the first six (6) months of the contract -- 1/1/08 through 6/30/08 -- \$185 will be in a lump sum on 4/29/08. For the remainder of the contract, this allowance will be paid by including \$14.23 in employees' bi-weekly pay checks.

8. In the event the Governor declares a statewide "State of Emergency" (or municipal or county official declares a local state of emergency), whereby citizens are ordered to stay off the roadways in New Jersey due to weather conditions or other unforeseen emergency, essential employees on duty and those who come to work on their shift or on overtime after the declaration is made will receive a \$75 bonus.

9. The Authority will pay unit members an annual skill adjustment, not to base salary, in the amount of seven-hundred-fifty dollars (\$750.00). The skill adjustment will be paid as follows:

\$750 – payable within sixty (60) days of ratification by Local 196, Chapter 12  
\$750 – payable in first paycheck of January 2009  
\$750 – payable in first paycheck of January 2010  
\$750 – payable in first paycheck of January 2011

## SECTION VII - HOURS OF WORK

1. The normal workweek for all Craft employees shall be Monday through Friday, inclusive, and shall be forty (40) hours per week, eight (8) hours per day, including one half hour paid lunch. The normal working hours of Craft employees shall be from 7:00 AM to 3:00 PM except the following:
  - a. Motor Pool employees - 7:30 AM to 3:30 PM  
  
In Woodbridge only, the Employer shall be permitted to establish flexible work hours for the Automotive Craftsperson III, Assistants and Trainees from their current normal work hours of 7:30 a.m. - 3:30 p.m. to reflect current practice.
  - b. Woodbridge Communication Maintenance Technician - 8:00 AM to 4:00 PM
2.
  - a. All Mechanical Craftspersons II, Electrical Craftspersons II, Equipment Technicians, and Communications Maintenance Technicians shall be assigned one week of Stand-By Duty from 7:00 AM Monday through 7:00 AM Monday on a rotating basis.
  - b. The freedom of movement of employees on stand-by duty shall not be unreasonably restricted. However, such employees must be available for emergency call-outs, must carry a cell phone or other electronic communication device and must keep management aware of their whereabouts at all time when on stand-by.
  - c. Effective ratification of this contract, all Mechanical Craftspersons II, Electrical Craftspersons II, Equipment Technicians, and Communications Maintenance Technicians assigned to weekly stand-by duty shall be paid for each week of stand-by duty a sum equal to eight (8) hours of pay at the straight time rate. Employees on Stand-By duty who are called in to work shall receive a minimum of two (2) hours of pay at the overtime rate.  
  
A Building Maintenance craftsperson on Stand-By Duty who is unable to report to work when called shall notify the supervisor on call immediately, or if the stand-by craftsperson cannot be reached to respond to a call out, the supervisor shall have the right to call another craftsperson to respond to a call out without reverting to the equalization chart or stand-by list. The craftsperson who fails to perform the call out will not be compensated for that call. If a second call-out occurs during the four hours/two hours of the original call-out and after the Craftsperson has returned home, such further call-out shall be a separate four-hours/two hour call. Any time a call-out or continuous series of call-out ends, the process starts anew.
  - d. There shall be designated a North, Central and South area for the assignment of the weekly Stand-By Duty. The Overtime Equalization Chart and Vacation Selection Calendars shall also be divided into the same three areas. Vacation selections shall be as

follows for all twelve (12) months: a minimum of one (1) employee per week for each discipline, per area. The Employer has sole discretion to permit additional employee to take time vacation leave. This applies to only Electrical & Mechanical Crafts and Toll Equipment Technicians.

e. When an employee on Stand-By Duty is contacted by the Employer to report to duty, he/she shall be on the Parkway traveling to the required location within one (1) hour of acknowledging receipt of notification from the Employer.

f. Traffic Technicians may also be placed on stand-by duty whenever management deems necessary. The stand-by-duty for Traffic Technicians will be one week, which can be any seven (7) day period. Stand-by-duty will be assigned on a rotating basis.

Traffic Technicians on Stand-By Duty must be available for emergency call-outs and must:

1. carry an Authority supplied cell phone or other electronic communication device; and
2. remain within reasonable commuting distance to their normal work location while on Stand-By Duty.

Traffic Technicians who are assigned Stand-By Duty shall be paid for each week of Stand-By Duty a sum equal to eight (8) hours of pay at the straight time rate.

Traffic Technicians on Stand-By Duty and are required to do work from home will be not be paid for hours worked, unless the cumulative hours worked from home exceed eight (8) hours. For example, if a Traffic Technician, who is on Stand-by Duty, works ten (10) hours from home during his week of Stand-By Duty, he will be paid the eight (8) hours of guaranteed straight time, plus two (2) hours of overtime.

Traffic Technicians who are not on Stand-By Duty and are required to perform work outside their regular schedule and from home, will be paid at the overtime rate for time worked, in increments of not less than fifteen (15) minutes. Traffic Technicians who are not on Stand-By Duty who cannot resolve an issue from home and must travel to Authority premises to resolve the issue shall receive a minimum of four (4) hours of pay at the overtime rate.

Traffic Technicians on Stand-By Duty who cannot resolve an issue from home and must travel to Authority premises to resolve the issue shall receive a minimum of two (2) hours of pay at the overtime rate.

g. Mileage will not be paid to employees who utilize Authority assigned vehicles when responding to a call-out .

3. Employees who are not on Stand-By duty and are called in to work outside their normal working hours will be paid a minimum of four (4) hours overtime.
4. Effective January 1, 2008, all members of the bargaining unit will receive three (3) compensatory days per calendar year.

## SECTION VIII - OVERTIME

1. For overtime purposes, the earned rate will consist of regular salary earnings including longevity allowance.
2. 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.

Management will make all reasonable efforts to equalize overtime distribution in each classification, North, Central and South. All scheduled, non-scheduled, and Arts Center overtime hours will be documented on their appropriate chart. All overtime charts will run according to the calendar year. Every January 1, all overtime hours will return to zero.

Effective upon execution of this Agreement, employees who are required to report to work in contiguous time with the employee's shift shall be paid his/her overtime rate for every hour the employee has worked in excess of their normal shift.

Effective December 1, 2005, in emergencies involving snow or ice control, or terrorist alert elevations, if an employee works twenty-four (24) consecutive hours, all hours worked after the twenty-four (24) consecutive hours will be paid as overtime. If the extended period commences on a non-scheduled work day, of which at least four (4) hours occurred on the non-scheduled work day, time and one-half will be paid for all hours worked.

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

Upon return to work from Workers' Compensation time, ETC shift time, disability time or absence due to sickness or suspension of 28 or more days, the employee shall be credited with hours equivalent to the lowest hours on the equalization chart in the respective classification.

4. Should overtime be required, the Employer shall offer overtime pursuant to the Equalization Chart to those employees who are at work or eligible to work overtime. To be eligible for overtime an employee must have worked their shift prior to the overtime date, unless on approved leave other than sick leave.
5. Management shall have the right to select the appropriate craftsperson to work on special projects when overtime is required and not revert to the Overtime Equalization Chart. Management agrees to equalize overtime annually within all classifications to within twenty (20) hours of the average number of overtime hours worked within the respected

area and classification, provided the disparity in overtime is not caused by the employee's being ineligible for overtime. The Employer shall have the ability to call and offer overtime to employees on vacation, sick or other approved leave once the Overtime List has been exhausted and junior employees are not available.

6.

A. Craftspersons who are unable to perform their assigned stand-by-duty and/or street light inspection because of sickness, vacation, TDB, Workers' Compensation or light duty shall make every effort to find a replacement for such an assignment. If a craftsperson cannot find a replacement, the Authority will fill the stand-by-duty and/or street light inspection as follows:

1. First, the Authority will offer, in order of seniority, the stand-by-duty and/or street light inspection to the craftspersons assigned to the area – North, Central, or South -- where the stand-by duty and/or streetlight inspection occurs. For purposes of this provision, seniority shall be defined as continuous time in job classification. If a craftsperson voluntarily accepts such assignment, the hours will not be recorded on the scheduled overtime list.
2. Second, if no craftsperson voluntarily accepts the assignment, the Authority shall assign the stand-by-duty and/or street light inspection to the craftsperson who has the fewest hours on the scheduled overtime list for the area -- North, Central, or South -- where the stand-by duty and/or streetlight inspection occurs. The craftsperson given the duty must be assigned to the area – North, Central, or South -- where the stand-by duty and/or streetlight inspection occurs. On the scheduled overtime list, the Authority will record 5.33 hours of overtime time for the craftsperson who is assigned the stand-by-duty, and six (6) hours of overtime for street light inspection.

B. If a vacancy occurs due to retirement, transfer, promotion, or other, the Authority will offer the open stand-by duty and/or streetlight inspection in accordance with the following:

1. First, the Authority will offer, in order of seniority, the stand-by-duty and/or street light inspection to the craftspersons assigned to the area – North, Central, or South -- where the stand-by duty and/or streetlight inspection occurs. For purposes of this provision, seniority shall be defined as continuous time in job classification. If a craftsperson voluntarily accepts such assignment, the hours will not be recorded on the scheduled overtime list.
2. Second, if no craftsperson voluntarily accepts the assignment, the Authority shall assign the stand-by-duty and/or street light inspection to the craftsperson who has the fewest hours on the scheduled overtime list for the area -- North, Central, or South -- where the stand-by duty and/or streetlight inspection occurs. The craftsperson given the duty must be assigned to the area – North, Central, or South -- where the stand-by duty and/or streetlight inspection occurs. On the scheduled overtime list, the Authority will record 5.33 hours

of overtime time for the craftsperson who is assigned the stand-by-duty, and six (6) hours of overtime for street light inspection.

C. Craftspersons performing street light runs are eligible for meal allowances.

7. New hires, transfers, upgraded and promoted personnel shall receive overtime hours equal to the highest employee on the overtime equalization chart in his/her respective job classification and overtime area.

Emergencies include calls to unscheduled duty to assist the on-call craftspersons. These hours shall be considered call outs and not recorded on the equalization chart.

### **SCHEDULED OVERTIME**

- a. All scheduled overtime will come from the equalization chart, starting with the Craftsperson or Technician who has the lowest amount of time in that person's location, be it North, Central or South.
- b. If additional Craftspersons or Technicians are needed, referral will be made to the equalization chart starting with the person with the next lowest time.
- c. Additional Craftspersons can be either a Craftsperson II or III as needed.
- d. If a Craftsperson or Technician accepts scheduled overtime when they are on stand-by, he or she must make arrangements for that stand-by to be covered by someone other than himself or herself during that overtime. Management must approve of said coverage.

### **NON-SCHEDULED OVERTIME**

- a. If a job extends past normal working hours, and one or more Craftspersons or Technicians are working on that job, the Authority may, in its sole discretion, retain one or more such employees for the purpose of completing the job, without resorting to the overtime list.
- b. When additional Craftspersons or Technicians are needed, referral to the equalization chart starting with the next person with the lowest time.
- c. Additional Craftspersons can be either Craftspersons II or III as needed.

### **REFUSAL OF OVERTIME**

- a. All refusals of overtime will be Red Timed according to the amount of hours worked for that occasion.
- b. The Craftsperson or Technician on stand-by does not receive Red Time for refusal.

## **NEW EMPLOYEE**

- a. In order to keep overtime balanced, new employees will receive overtime hours equal to the highest person on the equalization chart in his/her respective job classification.

## **ARTS CENTER OVERTIME**

Event scheduling will be by the Arts Center rotational list alone; there won't be any equalization by event or hours. All other Arts Center overtime, normal maintenance, and new or reconstruction, will be documented on the scheduled, non-scheduled equalization chart and it will be distributed to the Craftspersons in their respective location.

- a. Before the first Arts Center event occurs, management must ask all Craftspersons (Electrical and Mechanical) if they would like their name added to the Arts Center rotational list.
- b. The Arts Center rotational list will be rotational from year to year. Last Craftsperson asked in the previous year will be the last to be asked in the present year's rotation.
- c. All new names added to the Arts Center rotational list from the previous year will be added to the list after the last Craftsperson asked from the previous year. Any names added to the list will go by seniority.
- d. When a Craftsperson refuses to work the event offered, that person will not be asked again until the rotation returns to that person.

## **BUS HOOKUPS**

- a. Scheduled bus hook-ups will come from the Arts Center rotational list following its own rotational order.
- b. Non-scheduled bus hook-ups will go to the southern call out man, after non-scheduled working hours.

## **SECTION IX - HOLIDAYS**

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

|                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Columbus Day           |
| Martin Luther King's Birthday | General Election Day   |
| Presidents Day                | Veterans Day           |
| Good Friday                   | Thanksgiving Day       |
| Memorial Day                  | Day after Thanksgiving |
| Independence Day              | Christmas Eve          |
| Labor 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 on Workers' Compensation during a period in which a holiday falls will be paid in accordance with the provisions dealing with Workers' Compensation.
4. When a holiday falls within a given work week, and an employee is absent on a work day for sick leave, vacation or excused absence, credit of eight (8) hours will be given toward hours worked.
5. 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. Holiday overtime shall be paid for the observed holiday, not the actual holiday.
6. Four hours pay at the straight time hourly rate shall be paid to employees on stand-by on a holiday. Also consider New Year's Eve, Easter Sunday, Mother's Day and Father's Day a holiday as it relates to stand-by duty.

## SECTION X - VACATIONS

1. Effective January 1, 2008, vacations with pay will be granted in accordance with the following:

A. Schedule:

| <u>Length of Service</u>                                                                                                                         | <u># of Days</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| First calendar year of employment                                                                                                                | maximum 6 days   |
| 1 year to 5 years                                                                                                                                | 10               |
| 5 years to 10 years                                                                                                                              | 15               |
| 10 years                                                                                                                                         | 20               |
| Each year thereafter                                                                                                                             | 1 additional day |
| to attainment of eight (8) weeks for<br>employees hired before June 30, 1980,<br>six (6) weeks for employees hired on<br>or after June 30, 1980. |                  |

B. Policies affecting vacations:

(1) Employment must be continuous to receive the above vacation allowances.

(2) After ninety (90) days of continuous service in the calendar year in which employment commences, an employee shall receive vacation time equal to one-half (1/2) day per month multiplied by the number of full months from the date of hire to the end of the calendar year. For this purpose, any employee hired up to and including the 15th 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. For example, an employee who begins employment on March 17, 2008 will be credited with 4.5 vacation days on June 17, 2008. Then on January 1, 2009, the employee will be credited with ten (10) vacation days. Another example is that an employee who begins employment on December 3, 2007 will be credited with 10.5 vacation days on March 3, 2008. Then on January 1, 2009, the employee will be credited with ten (10) vacation days.

(3) Where in any calendar year the vacation, or any part thereof, is not taken by the demands of Authority business, or is deferred at the request of the employee with Departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken during the next succeeding calendar year only. However:

- i. Employees with an entitlement of more than fifteen (15) days shall have an option to accumulate unused days over fifteen (15) of the current year's entitlement until separation from employment.
- ii. Employees may cash in unused days over fifteen (15) of the current year's entitlement. Only the current year's vacation entitlement is eligible for cash-in consideration. Effective January 1, 2008, with at least three (3) weeks written notice to the Payroll Section, an employee can cash-in vacation time on or about July 1 and December 10 of each year, pursuant to the schedule below.

| <b>Employee's Current Year Vacation Entitlement (in days)</b> | <b>Number of Vacation Days eligible for Cash-In on July 1</b> | <b>Maximum Annual Cash-In and/or Vested Days</b> |
|---------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------|
| 20                                                            | 5                                                             | 5                                                |
| 21                                                            | 5                                                             | 6                                                |
| 22                                                            | 5                                                             | 7                                                |
| 23                                                            | 5                                                             | 8                                                |
| 24                                                            | 5                                                             | 9                                                |
| 25                                                            | 5                                                             | 10                                               |
| 26                                                            | 6                                                             | 11                                               |
| 27                                                            | 6                                                             | 12                                               |
| 28                                                            | 7                                                             | 13                                               |
| 29                                                            | 7                                                             | 14                                               |
| 30                                                            | 8                                                             | 15                                               |
| 31                                                            | 8                                                             | 16                                               |
| 32                                                            | 9                                                             | 17                                               |
| 33                                                            | 9                                                             | 18                                               |
| 34                                                            | 10                                                            | 19                                               |
| 35                                                            | 10                                                            | 20                                               |
| 36                                                            | 11                                                            | 21                                               |
| 37                                                            | 11                                                            | 22                                               |
| 38                                                            | 12                                                            | 23                                               |
| 39                                                            | 12                                                            | 24                                               |
| 40                                                            | 13                                                            | 25                                               |

(4) Retiring or Deceased Employees. The employee's vacation entitlement in his/her calendar year of separation will be paid on a pro-rated basis to reflect months of service worked in the year of separation. In other words, employees will be entitled to 1/12<sup>th</sup> of their vacation entitlement per each month of service worked in the calendar year of separation. Full vacation entitlement upon retirement or death (to the estate) of an employee shall be paid up to and including the year in which retirement or death occurs.

(5) Effective January 1, 2008, for the purpose of prorating vacation time, employees who are on an active (paid) status from the first day of a month through the fifteenth day of a month will earn that month's entire entitlement time.

2. Vacations will normally be taken in periods of at least five (5) consecutive working days. However, management may, at its discretion, allow employees to take vacation periods of less than five (5) consecutive days. Employees who are entitled to 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 in the North, Central and South in each classification on any given day. The foregoing is subject to management's right to establish minimum manning and manpower requirements.

An employee who has notified the appropriate department or 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.

3. Vacation will not accrue to any employee while he/she is on extended active duty with a Military Leave of Absence, or on an unpaid leave of absence of (30) days or longer pursuant to SECTION XVIII, Court Leave and Other Excused Absence, Paragraph 4, or a disciplinary suspension of thirty (30) days or longer. 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 commencement of such leaves. Employees shall accrue vacation entitlement time while on Worker's Compensation.
4. Any employee who resigns, or is separated for reasons other than misconduct, will receive pay in lieu of vacation on a prorated basis except for those employees charged with any of the following offenses: sale, possession or being under the influence of drugs; assault; battery; theft or unauthorized possession of Authority property; possession of a weapon (firearm); felony conviction.
5. Vacations shall be permitted on a year-round basis.
6. Application for vacation time will be released November 1st. Each applicant shall have five (5) working days to submit their request to their supervisor for each rotation. Any applicant who fails to comply with the foregoing time limits shall forfeit their right to selection in that round. All selections to be made by March 1st. Nothing herein shall be deemed to restrict an employee from taking more than two (2) consecutive weeks

vacation. In accordance with posted vacation schedules, selections will be made in order of seniority, which, for purposes of this provision, shall be defined as continuous time in job classification.

1st Selection

4 plus week employee - Select 1 week or 2 weeks any time of the year.  
3 week employee - Select 1 week or 2 weeks any time of the year.  
2 week employee - Select 1 week or 2 weeks 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 weeks any time of the year.  
3 week employee - Select 1 week or 2 weeks any time of the year.  
2 week employee - Select 1 week or 2 weeks any time of the year.

3rd Selection

4 plus week employee - Select 1 week or 2 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.

7. 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.
8. When picking vacation time, there will be a separate calendar between classifications, except in the Motor Pool and Print Shop.

## **SECTION XI - SENIORITY**

Continuous service is defined as the employee's continuous regular employment with the Authority (date of hire). Continuous service shall be used to determine an employee's benefits entitlement.

Seniority is defined as the employee's length of service within a classification. Seniority will govern in all cases of transfers, layoffs, recalls or demotions due to increasing or decreasing forces.

Open positions for classifications within this unit that are created by increase in force, termination, resignation, promotion, transfer or any other reason, will be filled by the senior qualified employee within the affected classification. Open positions will be posted for a period of five (5) days. Open positions will first be offered as a transfer opportunity to employees within the affected classification. The senior qualified employee bidding on the transfer shall fill the position.

New promotions within Local 196, Chapter 12, if any, will be made from among qualified negotiations unit employees, prior to hiring from outside of Local 196, Chapter 12. In filling such promotions, seniority shall govern, providing that the employee meets the qualifications of

the job. The employee who previously held a job and was downgraded due to a reduction in force shall be reinstated before any new promotion is made.

All promotions, except for the reinstatement of a previously downgraded employee, shall be subject to a six month probationary period, which may be extended for an additional six months by management.

If more than one employee has the same date of hire within his/her classification, then the first letter of his/her last name will determine seniority in alphabetical order.

### **DECREASE IN FORCE**

Layoffs shall be made on the basis of seniority within the affected classification. Employees affected by a layoff may elect to exercise their seniority to displace a less senior employee in the next lower grade of the affected classification. 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.

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

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

Any employee who bumps to a lower rated job shall not have his/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.

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

No employee in the bargaining unit may be terminated, other than for disciplinary reasons, as long as there is a temporary or probationary employee whom he/she may replace. An employee may resign at any time with all benefits to which he/she is entitled with the exception of Section X, Paragraph 4.

Any employee receiving notice of lay-off 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 notice to such employee to be replaced as required above.

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

## **SECTION XII - COMMITTEES**

1. The Authority agrees to release from duty with pay representatives of the Union for the purpose of attendance at meetings with representatives of the Authority. In the case of grievance meetings or disciplinary hearings, one (1) Union representative will be released from duty with pay, and in the case of contract negotiating meetings five (5) Union representatives will be released from duty with pay. If, because of shift assignments or vacation, a Union representative is not scheduled to work at the time of the meeting, he/she will be released from duty with pay when he/she is scheduled for 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 agrees to release from work assignment with pay officials of the union for the purpose of attending state union conventions or international union conventions, limited to not more than four employees at one time for state union conventions and two employees at one time for international union 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. Effective upon ratification of the contract, 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 32 hours per pay period. Such time shall be considered excused absence with pay. The Authority may or may not fill the absence created thereby.
6. Officers of Local 196, Chapter 12 may use non-revenue transponders when conducting Union-Authority business.

## **SECTION XIII - GRIEVANCE PROCEDURE**

1. The parties recognize their mutual responsibility to avoid strikes and to quickly resolve all problems that arise. A grievance shall be presented in the manner described hereafter not more than fifteen (15) days after the occurrence of the cause of such complaint, or within fifteen (15) days of becoming aware of the cause of such complaint. There will be 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 department/division head, as appropriate, who, 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 management representative 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 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 - Human Resources or his/her designee who will meet with the representatives of the Union to hear the grievance. The Director - Human Resources or designee will give a written answer to the grievance within ten (10) days of the hearing. This step applies only to contract interpretation cases and not to disciplinary matters.

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 by only a stenographer, unless the parties mutually agree to another method.
5. Members of the Union Grievance Committee, not to exceed two (2), will be released from duty for those shift hours they attend a grievance meeting. Ordinarily, one member of the Union Grievance Committee will be released with pay. For special conditions, at the request of the Union, two members of the Union Grievance Committee will be released with pay. Each party may have a legal representative at the second step meetings except that outside counsel shall only be permitted to attend, only as an observer, and only when the conduct alleged could result in the filing of criminal charges. Excluded from disciplinary hearings, grievance procedures, and arbitration proceedings shall be the employee's immediate family, other relatives, friends, and outside counsel in circumstances other than described above.
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 5 of Section II, or
  - b. A disciplinary penalty (including discharge) which is alleged to have been imposed without just cause, may be submitted to arbitration upon written request of either the Union or the Authority within 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.
  - a. 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. 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 the 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 the agreement.
6. If a final judgment of a court has determined that a request raises arbitrable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment, and 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 Turnpike 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 are attached hereto as Exhibit D and made a part of the Agreement for informational purposes only and are not contractual.
2. If the Authority wishes to make changes in these job descriptions, delete or add new job classifications, this will be negotiated with the Union.
3. A craft employee is not required to perform work that is not specified in his/her job description.
4. If a craft employee 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.
5. Employees who enter the bargaining unit on or after January 1, 2008 and occupy any of the following job titles, Mechanical Craftsperson II, Mechanical Craftsperson III, Electrical Craftsperson II, and Electrical Craftsperson III, shall obtain a CDL within six (6) months of occupying such a job title.
6. Employees who enter the bargaining unit on or after January 1, 2008 and occupy any of the following job titles, Mechanical Craftsperson II, Mechanical Craftsperson III, Electrical Craftsperson II, and Electrical Craftsperson III, shall work snow/ice removal events. Equipment Technicians are not required to participate in the snow/ice removal process.

## **SECTION XVI - INFORMATION**

1. The Authority will notify the President in writing, which includes electronic mail, or in his/her absence the Vice President of the Union, of any contemplated action regarding conditions of any employee's employment, including lay-off, transfer, discipline or disability prior to official notification to the employee.
2. All past practices and privileges which are unique to craft employees and are not covered by this Agreement shall be continued. Excluded from such past practices and privileges are those which are unique to non-represented personnel and those contained in the Authority's Personnel Policies and Procedures Manual. 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 the Union with copies of an up-to-date seniority list. 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.
4. A Union representative must be present if a craft employee is to be disciplined.

## **SECTION XVII - DEATH IN THE IMMEDIATE FAMILY**

1. An employee will be compensated up to a maximum of five (5) paid bereavement days when he is absent from work because of matters related to the death or funeral of his:
  - spouse
  - child(ren)
  - step-child(ren)
  - parent
  - brother
  - sister
  - step-parent
  - step-brother
  - step-sister

An employee will be compensated up to a maximum of three (3) paid bereavement days when he is absent from work because of matters related to the death or funeral of his:

- grandchild(ren)
- grandparents
- parent-in-law
- brother-in-law
- sister-in-law

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

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 Workers' 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 ABSENCES**

1. When called for jury duty or subpoenaed as a witness to court, an employee will be paid his/her regular salary for those days he/she is required to be in court, as verified by submission of the appropriate court notice to his/her department head. This provision shall not apply where the employee is either a plaintiff or a defendant in the case, unless the employee and the Authority are co-defendants, the employee is sued for actions arising out of his/her scope of employment, or for matters of workers compensation.
2. Employees will also be excused with pay when ordered to appear for a pre-induction physical examination for the military or for reasons of an annual military disability pension review.
3. Unless otherwise provided, all periods of military leave, sick leave and other authorized absences are included in the computation of an employee's continuous service.
4. Leaves of absence without pay for personal reasons will be granted as follows upon request: Employees with one year of service - 2 weeks. Employees with more than two years service - thirty (30) days. Leaves of absence in excess of thirty (30) calendar days may be granted only in exceptional circumstances providing the employee requesting such leave has been employed by the Authority for two (2) or more years. In such cases, the department head will submit all pertinent information, along with his/her recommendations, to the Executive Director of the Authority for his/her approval. Such period of absence in excess of three (3) months will not be included in the computation of employee's continuous service.
5. Employees shall not accrue service credit for benefits purposes while on either: (1) an unpaid leave of absence of (30) days or longer, exclusive of FMLA or FLA; (2) a suspension of thirty (30) days or longer; or (3) a Military Leave of Absence of (30) days or longer.
6. Employees shall not be allowed to take time off without pay when they have available entitlement or comp time.

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

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 - Human Resources along with the copy of his/her official order and payroll advice. During his/her short-term active duty, the employee is still liable for payments on all employee benefit plans where applicable. The Finance Department will deduct these amounts from the employee's next regular paycheck.

## **SECTION XX - LEGAL APPLICATION**

1. Either party to this agreement may seek legal relief or enforcement of the provisions herein.
2. Should any portion of the Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to negotiate immediately a substitute for the invalidated portion thereof.
3. In connection with consolidation of the New Jersey Turnpike Authority with the New Jersey Highway Authority, the Turnpike Authority hereby agrees to abide by the terms of P.L. 2003, chapter 79, which provides, in relevant part, that:
  - (a) The officers and employees of the Highway Authority are transferred to the New Jersey Turnpike and shall become employees of the Turnpike Authority until determined otherwise by the Turnpike Authority. Nothing in this act shall be construed to deprive any officers or employees of the Highway Authority of their rights, privileges, obligations or status with respect to any pensions or retirement system. The employees shall retain all the rights and benefits under existing collective negotiation agreements or contracts until such time as new or revised agreements or contracts are agreed to. All existing employee representatives shall be retained to act on behalf of those employees until such time as the employees shall, pursuant to law, elect to change those representatives. Nothing in this act shall affect the civil service status, if any, of those officers and employees.
  - (b) All debts, liabilities, obligations, and contracts of the Highway Authority, except to the extent specifically provided or established to the contrary in this act, are imposed upon the Turnpike Authority, and all creditors of the Highway Authority and persons having claims against or contracts with the Highway Authority of any kind or character may enforce those debts, claims, and contracts against the Turnpike Authority as successor to the Highway Authority in the same manner as they might have had against the Highway Authority, and the rights and remedies of those holders, creditors and persons having claims against or contracts with the Highway Authority shall not be limited or restricted in any manner by this act.
  - (c) All rules and regulations of the Highway Authority shall continue in effect as the rules and regulations of the Turnpike Authority until amended, supplemented or rescinded by the Turnpike Authority in accordance with law.

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

## **SECTION XXI - SCHOLARSHIPS**

Effective December 31, 2007, the Authority will provide unit members with the opportunity to compete for the Harry Laderman Scholarship and will provide a voluntary Section 529 College Savings Plan for full-time employees.

## **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 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 1-1/4 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) month 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.

## TERMINAL SICK LEAVE

Effective January 1, 2005, any employee who has more than four hundred (400) hours of accumulated sick leave entitlement in any calendar year, may at the end of that year cash in up to ten (10) days of sick leave entitlement accumulated but in no event shall such cash in reduce the accumulated balance to less than four hundred (400) hours. Employees hired after 1/1/00 will have their sick time capped at \$15,000 at retirement with the sick time in their banks assessed at 100% of total value. Employees who are eligible to cash in sick leave must respond to notice received from the Authority in November of that year, payable on or about December 10th of that year, in accordance with existing Turnpike policy.

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

- 1) 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) Five (5) days prior written notice in order to be properly scheduled.
- 5) Personal leave days not used within the calendar year will remain credited as sick days.
- 6) In the event of emergency, five (5) days written notice will be waived.
- 7) See Exhibit B
- 8) Request to use PSA, comp, and single vacation days may be denied for staffing considerations, including whether overtime will be incurred.

### 5. Regulations

- a. Benefits shall be calculated on the basis of employees' base rate of pay.
- b. All absences must be accounted for on an hour for hour basis.
- 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 any 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.
- g. Illness or accident occurring when an employee is not on duty will serve to qualify such employee for benefits under this plan except where such illness or accident occurs while he/she is on military leave of absence, or leave of absence granted for personal business.
  - 1. Should an illness or injury occur during an absence of fourteen (14) calendar days or less for personal business and continue beyond the date the employee is scheduled to return to work, the employee shall be entitled to receive benefits for which he/she may be eligible from the date of his/her scheduled return to work.
  - 2. Should an illness or injury occur during a leave of absence for personal business more than fourteen (14) calendar days, or during a leave of absence for military service regardless of duration, and should such illness or injury continue beyond the date the employee is scheduled to return to work the employee shall not be entitled to benefits. After the employee returns to work from such leave, he/she shall be granted benefits, if eligible, on a prorated basis, for subsequent absences on account of illness or injury. The pro rata allowance will also apply in cases of sick leave without pay.
- h. Where an illness or accident occurs during absences when the employee is otherwise eligible for benefits and the illness or injury continues beyond the date the employee is scheduled to return to work, he/she will be entitled to the extent that the employee is eligible thereof, to benefits for absence beyond that date on account of such illness or injuries.

Employees whose illness or injury commences during his/her vacation period and continues beyond the date of employee's scheduled return to work shall be entitled to receive benefits for which he/she may be eligible from the date of his/her scheduled return to work.
- i. If an employee is absent on the first scheduled work day of a calendar year because of continuous sick leave which began in the prior calendar year, he/she

will not qualify for new annual benefits until he/she has returned to active service of at least five 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 qualified 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 (6) month of continuous service;
- 2. And has completed a five (5) scheduled workday 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 of 15 continuous days of sick absence prior to eligibility for temporary disability benefits removes the five (5) day waiting period, but only for the disability absence period during which the hospitalization or said 15 day period has occurred.

Hospitalization is any admission and confinement to a hospital bed for more than twenty-four (24) hours. 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 workday of absence following the exhaustion of paid sick leave benefits. An employee who is assigned a benefit year and receives temporary disability benefits of thirty-nine (39) weeks will not be eligible for additional disability benefits until the expiration of the assigned benefit year, and return to active service for ninety (90) days, whichever is later.
- b. The benefit rate is eight-five percent (85%) of the employee's regular base wage or salary for thirty-nine (39) weeks in a benefit year.
- c. An employee claiming benefits under this plan will complete and sign the Authority's Temporary Disability Benefit Application form and submit same to his/her supervisor. The form will contain an information release slip which will permit the Authority or an Authority physician to contact the employee's doctor to verify necessary medical information.
- d. Holidays will be paid during temporary disability.

### 4. CONDITIONS

- a. Sick leave benefits are not earned, or accrued to the credit of the employee while on temporary disability. Where temporary disability occurs after the start of a new calendar year, sick leave will again accrue to an employee on a pro rata basis upon return to work for five (5) consecutive days.
- b. While on disability, an employee, upon request, shall be available at his/her home for medical visits by an Authority representative during normal daylight hours.
- c. An employee who has received temporary disability benefits shall, at the request of the Authority, submit to an examination by an Authority physician upon or before his/her return to work.
- d. An employee applying for or receiving temporary disability benefits shall submit or sign documents which the Authority may require for the fair and equitable administration of this plan.

### 5. EXCLUSIONS

- a. Disability benefits are not payable where the injury or illness resulted during:
  - 1) Employment for wage, profit or gain for any employer other than the Authority;

- 2) Participation in war or any type of activity involving service in the Armed Forces;
  - 3) The commission of an unlawful act 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. On April 1, 2008, the Authority's health benefits, as outlined below in Paragraphs A and B, take effect:

A. The Authority shall provide the following Health Plans for all permanent full time employees and their eligible dependents. Applicable costs, including, but not limited to, co-pays, co-insurance, and deductibles, are set forth in the plan documents and Section B below.

- HMO or Point of Service Health Plan
- Dental Plan
- Vision Care Program
- Prescription Drug Card Plan
- Employee Assistance Program

Effective January 1, 2008, for the Point of Service and HMO Plans, employees shall pay the following Health Benefits Administrative Fee:

|         |                                         |
|---------|-----------------------------------------|
| 1/1/08  | \$600 per annum, paid 2 times per month |
| 7/1/09  | \$700 per annum, paid 2 times per month |
| 7/1/10  | \$800 per annum, paid 2 times per month |
| 6/30/11 | \$900 per annum, paid 2 times per month |

B. The Authority shall provide the following health benefits for employees, spouses, and unmarried child dependents. Coverage for a child dependent ends upon the earliest of

the following: (a) the last day of the Calendar Month in which the child dependent reaches age 24; (b) the last day of the Calendar Month in which the child dependent marries; (c) the date on which the child dependent becomes employed and eligible for health benefit coverage as a result of that employment; or (d) the date on which the child dependent, who is between 18 and 24 years of age, is emancipated from the household.

1. All newly-hired employees covered by the Agreement shall be enrolled in an Authority health benefits plan.
2. Employees shall, on an annual enrollment date, elect either Point of Service or Authority's HMO Plan. Such date shall be determined by the Authority. If the HMO enrollment drops below an insurable standard, the HMO will be eliminated and all employees will be enrolled in the Point of Service Health Benefits Plan.
3. The Point of Service Plan benefits program shall allow for out-of-network coverage without limitations or restrictions on the following basis:
  - (a) There shall be a Deductible payable by the employee with an annual Out-of-Pocket cost limitation (excluding deductibles) as follows:

|                   |                              |
|-------------------|------------------------------|
| <u>Deductible</u> | <u>Out-of-Pocket Maximum</u> |
| \$300.00          | \$600.00                     |

- (b) After the single/family deductible is satisfied, benefits for eligible charges shall be on a co-payment basis of 80% by the Authority and 20% by the employee, subject to the individual Maximums in (a). Effective January 1, 2008, after an employee and/or eligible dependent has met the annual out-of-pocket cost limitations, the Authority will pay for eligible charges, as defined in the plan. Payment will be made at 100% of the Reasonable and Customary rate, which is calculated at the 95th percentile of Health Insurance Association of America (HIAA) rates.
4. All plans will provide annual mammograms for women age 40 or older.
5. Items of coverage in both the HMO and Point of Service Health Plan benefit program shall be as agreed upon between the parties.

6. Vision care benefits are as follows:

|                                                          | <b>Horizon POS<br/>(effective 4/1/08)</b>         | <b>Cigna HMO<br/>(effective 4/1/08)</b> |
|----------------------------------------------------------|---------------------------------------------------|-----------------------------------------|
| <b><u>Exam</u></b> (every 12 months)                     | Allows up to \$100 or \$15 co-pay for in-network. | No charge                               |
|                                                          |                                                   |                                         |
| <b><u>Frames</u></b> (every 18 months)                   | Up to \$100                                       | Up to \$125                             |
|                                                          |                                                   |                                         |
| <b><u>Lenses</u></b> (every 18 months)                   |                                                   |                                         |
| Single                                                   | Up to \$100                                       | Up to \$175                             |
| Bi-focal                                                 | Up to \$110                                       | Up to \$175                             |
| Tri-focal                                                | Up to \$125                                       | Up to \$175                             |
| Contacts (in lieu of lenses and frames, every 18 months) | Up to \$185                                       | Up to \$200                             |

7. Effective April 1, 2008, employees can obtain no more than thirty (30) doses or a one-month supply of Prescription Medication, whichever is greater, at the retail level.

Effective April 1, 2008, the Prescription Medication co-payment at the retail level will be \$3.00 for generic drugs, \$10.00 for brand name drugs where there is no generic equivalent or the doctor certifies that the employee is medically unable to take a generic version of the medication, and \$25.00 for brand name drugs where there is a generic equivalent.

Effective April 1, 2008, employees may obtain no more than ninety (90) doses or a three-month supply, whichever is greater, of a Prescription Medication through mail order/on-line.

Effective April 1, 2008, the Prescription Medication co-payment through mail order/on-line will be \$5.00 for generic drugs, \$15.00 for brand name where there is no generic equivalent or the doctor certifies that the employee is medically unable to take a generic version of the medication, and \$40.00 for brand name drugs when there is a generic equivalent.

8. Birth Control Pills will be added as a covered prescription under the Prescription Drug Card Plan.
9. A \$250 hearing aid benefit to employees, which benefit will be available every two (2) years.
10. Effective April 1, 2008, for the Point of Service and HMO plans, Primary care physician's office visit co-payments shall be \$10 and Specialist office visit co-payments shall be \$15 for all employees and eligible dependents. Emergency room visit co-payments shall be \$25 (waived if admitted).
11. The Authority agrees that there will be no diminution in the Health Benefits plan for the term of this Agreement.

2. The Authority shall use its best efforts to communicate with any general hospital in New Jersey which, to the Authority's knowledge, does not accept the Authority's self-insurance in lieu of advance payment for in-patient and outpatient services. The Authority shall use its best efforts to cause any such hospital to accept its self-insurance in lieu of such advance payment.
3. The Authority shall continue and pay for the same hospitalization and medical-surgical coverage including dental and vision as herein provided to surviving spouse and eligible 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.

4. The Authority will provide the hospital surgical, major medical (including prescriptions), dental plan and vision care plan for all employees and their eligible effective the first of the month next following completion of two (2) months employment with the Authority,
5. 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 eyeglasses, frames and lenses with reimbursement on a schedule indemnity basis. All employees will be provided a hospital surgical, major medical, dental and vision booklet outlining in detail the provision of aforesaid plan. Final determination of the eligibility and reimbursement of any claim will be based upon the plan document as filed.
6. 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.

7. 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.
8. Supplementary Workers' Compensation benefits equal to full base rate of employee earnings at the time of injury will be paid on a current basis without interruption of salary. The period of such payment shall be based upon an employee's length of permanent service with the Authority as indicated in the schedule below:

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

9. The benefits under this policy shall be payable for work absences due to occupationally incurred injuries or illness authorized by a designated Authority physician.
10. Benefits covered under this plan are separate and distinct from those described in the Accident and Sick Benefit Plan.
11. 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 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. Effective 1/1/2001 all remaining sick time of the fifteen (15) days entitlement for the year of retirement shall be prorated.
2. Lifetime Benefits: Subject to the eligibility requirements set forth below, employees, along with their eligible dependents, shall receive lifetime hospital/medical surgical, major medical, prescription, dental, and vision coverage. "Lifetime" means life of the retiree. Employees, and their eligible dependent(s), shall carry into retirement the same hospital/medical surgical, major medical, prescription, dental, and vision coverage as they received on their last day of employment with the Authority.

### A. Eligibility to receive Lifetime Benefits:

- i. Employees hired before July 1, 1989: Employees must be eligible to retire into PERS.
- ii. Employees hired on or after July 1, 1989 and before July 1, 1996: Employees must be eligible to retire into PERS and have at least ten (10) years of Authority service.

- iii. Employees hired on or after July 1, 1996 and before January 1, 2008: Employees receive a disability pension under PERS or employees must be eligible to retire into PERS and either: (1) have at least 25 years of Authority service; or (2) be age 62 or above and have at least 15 years of Authority service.
    - iv. Employees hired on or after January 1, 2008: Employees receive a disability pension under PERS or employees must be eligible to retire into PERS and be either: (1) age 50 or above and have at least 25 years of Authority service; or (2) age 62 or above and have at least 15 years of Authority service.
  - B. Cost of Lifetime Benefits: The Authority shall be responsible for the full cost of the lifetime benefits, which includes the administrative fee. Retirees, however, shall be responsible for all applicable co-pays and deductibles, which are set forth in the applicable Plan Documents.
  - C. Conditions of Lifetime Benefits: Upon the death of the retiree, applicable Survivor Benefits (detailed in Article XXIV – Health Benefits, Paragraph 3, Subsections a, b, c, and d) shall prevail.
  - D. Medicare: Upon becoming Medicare eligible (reaching age 65, or earlier due to disability), retirees and/or eligible dependents, shall enroll in Part A and Part B of Medicare. The only employees who are eligible for Medicare Part B reimbursement are those who retired before April 1, 2000.
  - E. Authority Service: “Authority Service” shall be defined as full-time employment with the New Jersey Highway Authority, the New Jersey Turnpike Authority, or a combination of both.
- 3. Employees are required to join the Public Employees’ Retirement System (PERS) at the time of hire. PERS is controlled by the statutes governing the pension plan and the regulations implementing the statutes. Generally, 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 and, for a Service Retirement or Early Retirement, the three highest fiscal years (July 1 to June 30) of salary.
  - b. Financial protection in case of disability or death.
  - c. Benefits in addition to Federal Social Security coverage.
  - d. Opportunity to participate in a Supplemental Annuity System by additional payroll deductions. In connection with b (above). This system provides life insurance protection totaling three (3) times the employee’s base salary. Of this, 1-1/2 times annual salary is available at no cost.

4. Health benefits affecting retirees are as provided for in Section XXIV.
5. Effective January 1, 2008, the Authority will provide a separation package to those employees who retire with 10 or more years of Authority service at an amount of \$500 for each full year of Authority service. "Authority service" shall mean service with the Turnpike Authority, Highway Authority or a combination of both. A 'full year' of Authority service will be defined by an employee's anniversary date. This benefit will be applied to payments made to the beneficiary of an employee who is employed by the Authority at the time of his/her death.

## **SECTION XXVI - MISCELLANEOUS**

1. 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.
2. The Union will adopt the Turnpike Authority's tuition reimbursement policy.
3. 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 Director of Human Resources, Operations Manager or his designee, Safety Manager, Director of Maintenance or his designee. The Authority Chairperson shall be an ex officio member of the committee. The committee shall meet at least once semi-annually on a date and time to be mutually agreed upon by the parties. Union officials shall be given paid time off to attend such meetings, including mileage at the contract rate on a portal to portal basis.
4. Whenever a craftsperson covered by this Agreement is required to pass a job related examination, the Authority will consult with representatives of the Union in the development of the test. Moreover, upon request of the Union, the Authority will give the Union access to the test results in order that they may review same to assure that the test has been properly graded.
5. The Authority will grant time off and pay enrollment fees for employees to attend trade related seminars. Pre-approval is mandatory. No overtime will be paid. If course is Authority mandatory, overtime will be paid for non-scheduled working hours.
6. Contract books to be delivered within 45 days after signing contract.
7. Effective and retroactive to July 1, 2004, personal non-revenue tickets will no longer be issued to unit members. The Union agrees to withdraw its grievance and request for arbitration regarding the Authority's decision to discontinue the distribution of personal non-revenue tickets. In accordance with Authority policy, all non-revenue business travel is transacted through the use of an E-ZPass transponder.
8. The Parkway's Building Maintenance Department shall have three areas – North, Central, and South. Central area employees will report to Telegraph Hill for the regular

Monday-Friday work week. Northern area employees have the option of reporting to either the Clifton Maintenance Yard or Clark Maintenance Yard for the regular Monday-Friday work week. Southern area employees have the option of reporting to either the Ocean Maintenance Yard or Whitehorse Maintenance Yard. Northern and Southern area employees shall report to their selected yard for a calendar year. Every December, the Building Maintenance Department will give employees in the Northern and Southern areas the opportunity to select which yard to which they want to report. Transfer opportunities within the Building Maintenance Department will be open to all members of the department and will be filled by the senior employee.

## **SECTION XXVII - DISCIPLINE**

1. No employee shall be disciplined without just cause. All discipline is subject to the grievance and arbitration provisions of this Agreement.
2. If the Authority brings disciplinary action against an employee, it must do so either within thirty (30) calendar days from which the Authority was made aware of the offense, or within thirty (30) days of the completion of an Authority investigation. If charges are made against an employee, the Union will receive a copy of such charges.

The Authority shall not be bound by the thirty (30) day time limit if an offense or investigation of an offense involves or potentially involves the violation of a criminal law. If criminal charges are filed against an employee, the thirty (30) day time limit shall begin only after full adjudication of the criminal charges. The Authority, however, may bring disciplinary action against an employee prior to full adjudication of the criminal charge(s). If no criminal charges are brought as a result of an investigation, the thirty (30) day time limit shall begin only after the Authority is made aware of the results of the investigation.

3. An employee, who is in a job classification which requires a CDL and temporarily loses his CDL, shall drop one (1) step and be removed from the over-time roster until his CDL is reinstated. An employee who permanently loses his CDL is subject to further discipline.

## **SECTION XXVIII – VEHICLE ASSIGNMENT**

The Authority, upon sixty (60) calendar days notice, may revoke an employee's permanent vehicle assignment. In the event vehicles are recalled, employees who were in the bargaining unit before January 1, 2008 can negotiate the loss of a permanent vehicle assignment. Employees who enter the bargaining unit on or after January 1, 2008, cannot negotiate the loss of a permanent vehicle assignment and shall not be compensated for the loss of the vehicle assignment.

All employees -- regardless of entry date in the bargaining unit or whether they have lost a vehicle assignment -- who are required to use their own vehicles for business-related travel will be reimbursed for mileage at the IRS rate. Reimbursement will be included in an employee's bi-weekly pay check.

Employees, regardless of entry date in the bargaining unit or whether they ever had a permanent vehicle assignment, shall not be reimbursed for commutation to and from their assigned yard.

## **SECTION XXIX – GROUP LIFE INSURANCE**

Effective April 1, 2008, commencing on the first of the month following two (2) months after the effective date of hire, permanent full time employees will become eligible for group life insurance in the amount of twenty-thousand dollars (\$20,000). Such insurance will be made available at no cost to the employee. Group Life Insurance, however, is a taxable benefit according to IRS regulations. A descriptive brochure describing the Group Life Insurance Plan is available upon request to the Human Resources Department. Effective April 1, 2008, the Authority will continue payment of premiums for ten thousand dollars (\$10,000) of group life insurance for all retirees to age 70.

## **TERM OF AGREEMENT**

The term of this Agreement will commence January 1, 2008 and shall be binding upon the Authority and the Union through December 31, 2011, 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.

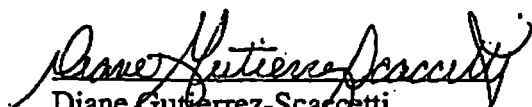
If either party gives notice to the other of a desire to change any of the terms of his Agreement pursuant to Section XXVII, paragraph 1, then within ten (10) days from the service of said notice, representatives of the Authority and the Union shall meet to begin discussion and negotiations of such change.

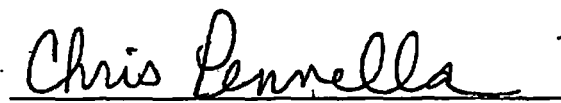
In WITNESS THEREOF, the parties have caused this contract to be executed under their hands and seals.

## SIGNATURES

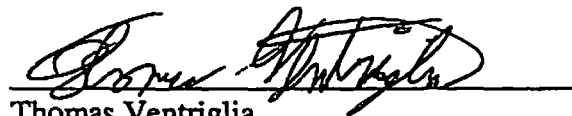
TURNPIKE AUTHORITY

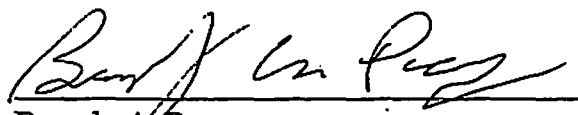
PORT OF CALIFORNIA CHAPTER 12

  
Diane Gutierrez-Scaccetti,  
Executive Director

  
Christopher Pennella,  
President

  
David A. Grant,  
Vice President

  
Thomas Ventriglia,  
Secretary/Treasurer

  
Beverly A. Perez,  
Recording Secretary

## EXHIBIT A: SALARY SCHEDULE

|                                   |       |      | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY |  | HOURLY<br>RATE | HOURLY<br>RATE | HOURLY<br>RATE | HOURLY<br>RATE |
|-----------------------------------|-------|------|------------------|------------------|------------------|------------------|--|----------------|----------------|----------------|----------------|
| Classification                    | Grade | Step | 01/01/08         | 01/01/09         | 01/01/10         | 01/01/11         |  | 01/01/08       | 01/01/09       | 01/01/10       | 01/01/11       |
| Craftsperson Asst-Auto            | 03    | 1    | 31,020.79        | 31,951.42        | 33,069.72        | 34,227.16        |  | 14.91          | 15.36          | 15.90          | 16.46          |
| Operator                          |       | 2    | 32,793.41        | 33,777.21        | 34,959.41        | 36,182.99        |  | 15.77          | 16.24          | 16.81          | 17.40          |
|                                   |       | 3    | 34,122.87        | 35,146.56        | 36,376.69        | 37,649.87        |  | 16.41          | 16.90          | 17.49          | 18.10          |
|                                   |       | 4    | 35,895.49        | 36,972.35        | 38,266.39        | 39,605.71        |  | 17.26          | 17.78          | 18.40          | 19.04          |
|                                   |       | 5    | 37,224.95        | 38,341.70        | 39,683.66        | 41,072.59        |  | 17.90          | 18.43          | 19.08          | 19.75          |
|                                   |       | 6    | 38,997.57        | 40,167.50        | 41,573.36        | 43,028.42        |  | 18.75          | 19.31          | 19.99          | 20.69          |
|                                   |       | 7    | 40,770.18        | 41,993.29        | 43,463.06        | 44,984.26        |  | 19.60          | 20.19          | 20.90          | 21.63          |
|                                   |       | 8    | 42,542.80        | 43,819.09        | 45,352.75        | 46,940.10        |  | 20.45          | 21.07          | 21.80          | 22.57          |
|                                   |       | 9    | 44,315.42        | 45,644.88        | 47,242.45        | 48,895.94        |  | 21.31          | 21.94          | 22.71          | 23.51          |
|                                   |       | 10   | 46,899.20        | 48,306.18        | 49,996.90        | 51,746.79        |  | 22.55          | 23.22          | 24.04          | 24.88          |
|                                   |       |      |                  |                  |                  |                  |  |                |                |                |                |
| Craftsperson Trainee/Auto         | 05    | 1    | 37,247.84        | 38,365.27        | 39,708.06        | 41,097.84        |  | 17.91          | 18.44          | 19.09          | 19.76          |
| Print Shop Coordinator (11/27/06) |       | 2    | 39,376.28        | 40,557.57        | 41,977.09        | 43,446.29        |  | 18.93          | 19.50          | 20.18          | 20.89          |
|                                   |       | 3    | 40,972.62        | 42,201.80        | 43,678.86        | 45,207.62        |  | 19.70          | 20.29          | 21.00          | 21.73          |
|                                   |       | 4    | 43,101.07        | 44,394.10        | 45,947.89        | 47,556.07        |  | 20.72          | 21.34          | 22.09          | 22.86          |
|                                   |       | 5    | 44,697.40        | 46,038.33        | 47,649.67        | 49,317.41        |  | 21.49          | 22.13          | 22.91          | 23.71          |
|                                   |       | 6    | 46,825.85        | 48,230.63        | 49,918.70        | 51,665.85        |  | 22.51          | 23.19          | 24.00          | 24.84          |
|                                   |       | 7    | 48,954.30        | 50,422.93        | 52,187.73        | 54,014.30        |  | 23.54          | 24.24          | 25.09          | 25.97          |
|                                   |       | 8    | 51,082.75        | 52,615.23        | 54,456.76        | 56,362.75        |  | 24.56          | 25.30          | 26.18          | 27.10          |
|                                   |       | 9    | 53,211.20        | 54,807.53        | 56,725.79        | 58,711.20        |  | 25.58          | 26.35          | 27.27          | 28.23          |
|                                   |       | 10   | 55,794.98        | 57,468.83        | 59,480.24        | 61,562.05        |  | 26.82          | 27.63          | 28.60          | 29.60          |

|                          |       |      | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY |  | HOURLY<br>RATE | HOURLY<br>RATE | HOURLY<br>RATE | HOURLY<br>RATE |
|--------------------------|-------|------|------------------|------------------|------------------|------------------|--|----------------|----------------|----------------|----------------|
| Classification           | Grade | Step | 01/01/08         | 01/01/09         | 01/01/10         | 01/01/11         |  | 01/01/08       | 01/01/09       | 01/01/10       | 01/01/11       |
| Cameraperson             | 06    | 1    | 40,708.33        | 41,929.58        | 43,397.12        | 44,916.01        |  | 19.57          | 20.16          | 20.86          | 21.59          |
| Computer Graphics Coord. |       | 2    | 43,034.52        | 44,325.56        | 45,876.95        | 47,482.64        |  | 20.69          | 21.31          | 22.06          | 22.83          |
| Junior Printer           |       | 3    | 44,779.16        | 46,122.54        | 47,736.83        | 49,407.62        |  | 21.53          | 22.17          | 22.95          | 23.75          |
|                          |       | 4    | 47,105.35        | 48,518.51        | 50,216.66        | 51,974.25        |  | 22.65          | 23.33          | 24.14          | 24.99          |
|                          |       | 5    | 48,850.00        | 50,315.50        | 52,076.54        | 53,899.22        |  | 23.49          | 24.19          | 25.04          | 25.91          |
|                          |       | 6    | 51,176.19        | 52,711.47        | 54,556.37        | 56,465.85        |  | 24.60          | 25.34          | 26.23          | 27.15          |
|                          |       | 7    | 53,502.38        | 55,107.45        | 57,036.21        | 59,032.48        |  | 25.72          | 26.49          | 27.42          | 28.38          |
|                          |       | 8    | 55,828.57        | 57,503.42        | 59,516.04        | 61,599.11        |  | 26.84          | 27.65          | 28.61          | 29.61          |
|                          |       | 9    | 58,154.76        | 59,899.40        | 61,995.88        | 64,165.74        |  | 27.96          | 28.80          | 29.81          | 30.85          |
|                          |       | 10   | 60,738.54        | 62,560.70        | 64,750.32        | 67,016.59        |  | 29.20          | 30.08          | 31.13          | 32.22          |
|                          |       |      |                  |                  |                  |                  |  |                |                |                |                |
| Paste-Up Artist          | 07    | 1    | 44,464.12        | 45,798.04        | 47,400.97        | 49,060.01        |  | 21.38          | 22.02          | 22.79          | 23.59          |
| Printer                  |       | 2    | 47,004.93        | 48,415.07        | 50,109.60        | 51,863.44        |  | 22.60          | 23.28          | 24.09          | 24.93          |
|                          |       | 3    | 48,910.53        | 50,377.85        | 52,141.07        | 53,966.01        |  | 23.51          | 24.22          | 25.07          | 25.95          |
|                          |       | 4    | 51,451.34        | 52,994.88        | 54,849.70        | 56,769.44        |  | 24.74          | 25.48          | 26.37          | 27.29          |
|                          |       | 5    | 53,356.94        | 54,957.65        | 56,881.17        | 58,872.01        |  | 25.65          | 26.42          | 27.35          | 28.30          |
|                          |       | 6    | 55,897.75        | 57,574.68        | 59,589.80        | 61,675.44        |  | 26.87          | 27.68          | 28.65          | 29.65          |
|                          |       | 7    | 58,438.56        | 60,191.72        | 62,298.43        | 64,478.87        |  | 28.10          | 28.94          | 29.95          | 31.00          |
|                          |       | 8    | 60,979.36        | 62,808.75        | 65,007.05        | 67,282.30        |  | 29.32          | 30.20          | 31.25          | 32.35          |
|                          |       | 9    | 63,520.17        | 65,425.78        | 67,715.68        | 70,085.73        |  | 30.54          | 31.45          | 32.56          | 33.70          |
|                          |       | 10   | 66,103.96        | 68,087.08        | 70,470.12        | 72,936.58        |  | 31.78          | 32.73          | 33.88          | 35.07          |
|                          |       |      |                  |                  |                  |                  |  |                |                |                |                |
| Traffic Technician       | 08    | 1    | 48,714.53        | 50,175.97        | 51,932.12        | 53,749.75        |  | 23.42          | 24.12          | 24.97          | 25.84          |
|                          |       | 2    | 51,498.22        | 53,043.16        | 54,899.67        | 56,821.16        |  | 24.76          | 25.50          | 26.39          | 27.32          |
|                          |       | 3    | 53,585.98        | 55,193.56        | 57,125.34        | 59,124.72        |  | 25.76          | 26.54          | 27.46          | 28.43          |
|                          |       | 4    | 56,369.67        | 58,060.76        | 60,092.89        | 62,196.14        |  | 27.10          | 27.91          | 28.89          | 29.90          |
|                          |       | 5    | 58,457.44        | 60,211.16        | 62,318.55        | 64,499.70        |  | 28.10          | 28.95          | 29.96          | 31.01          |
|                          |       | 6    | 61,241.12        | 63,078.36        | 65,286.10        | 67,571.11        |  | 29.44          | 30.33          | 31.39          | 32.49          |
|                          |       | 7    | 64,024.81        | 65,945.55        | 68,253.65        | 70,642.53        |  | 30.78          | 31.70          | 32.81          | 33.96          |
|                          |       | 8    | 66,808.50        | 68,812.75        | 71,221.20        | 73,713.94        |  | 32.12          | 33.08          | 34.24          | 35.44          |
|                          |       | 9    | 69,592.19        | 71,679.95        | 74,188.75        | 76,785.36        |  | 33.46          | 34.46          | 35.67          | 36.92          |
|                          |       | 10   | 72,175.97        | 74,341.25        | 76,943.19        | 79,636.21        |  | 34.70          | 35.74          | 36.99          | 38.29          |

|                           |       |      | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY |  | HOURLY<br>RATE | HOURLY<br>RATE | HOURLY<br>RATE | HOURLY<br>RATE |
|---------------------------|-------|------|------------------|------------------|------------------|------------------|--|----------------|----------------|----------------|----------------|
| Classification            | Grade | Step | 01/01/08         | 01/01/09         | 01/01/10         | 01/01/11         |  | 01/01/08       | 01/01/09       | 01/01/10       | 01/01/11       |
| Automotive Craftsperson 1 | 09    | 1    | 53,459.56        | 55,063.35        | 56,990.56        | 58,985.23        |  | 25.70          | 26.47          | 27.40          | 28.36          |
|                           |       | 2    | 56,514.39        | 58,209.82        | 60,247.17        | 62,355.82        |  | 27.17          | 27.99          | 28.96          | 29.98          |
|                           |       | 3    | 58,805.52        | 60,569.68        | 62,689.62        | 64,883.76        |  | 28.27          | 29.12          | 30.14          | 31.19          |
|                           |       | 4    | 61,860.35        | 63,716.16        | 65,946.22        | 68,254.34        |  | 29.74          | 30.63          | 31.70          | 32.81          |
|                           |       | 5    | 64,151.47        | 66,076.02        | 68,388.68        | 70,782.28        |  | 30.84          | 31.77          | 32.88          | 34.03          |
|                           |       | 6    | 67,206.30        | 69,222.49        | 71,645.28        | 74,152.86        |  | 32.31          | 33.28          | 34.44          | 35.65          |
|                           |       | 7    | 70,261.14        | 72,368.97        | 74,901.88        | 77,523.45        |  | 33.78          | 34.79          | 36.01          | 37.27          |
|                           |       | 8    | 73,315.97        | 75,515.45        | 78,158.49        | 80,894.03        |  | 35.25          | 36.31          | 37.58          | 38.89          |
|                           |       | 9    | 76,370.80        | 78,661.92        | 81,415.09        | 84,264.62        |  | 36.72          | 37.82          | 39.14          | 40.51          |
|                           |       | 10   | 78,954.58        | 81,323.22        | 84,169.53        | 87,115.47        |  | 37.96          | 39.10          | 40.47          | 41.88          |
|                           |       |      |                  |                  |                  |                  |  |                |                |                |                |
| Sr. Printer               | 10    | 1    | 54,781.54        | 56,424.98        | 58,399.86        | 60,443.85        |  | 26.34          | 27.13          | 28.08          | 29.06          |
|                           |       | 2    | 57,911.91        | 59,649.27        | 61,736.99        | 63,897.78        |  | 27.84          | 28.68          | 29.68          | 30.72          |
|                           |       | 3    | 60,259.69        | 62,067.48        | 64,239.84        | 66,488.24        |  | 28.97          | 29.84          | 30.88          | 31.97          |
|                           |       | 4    | 63,390.06        | 65,291.76        | 67,576.98        | 69,942.17        |  | 30.48          | 31.39          | 32.49          | 33.63          |
|                           |       | 5    | 65,737.84        | 67,709.98        | 70,079.83        | 72,532.62        |  | 31.60          | 32.55          | 33.69          | 34.87          |
|                           |       | 6    | 68,868.22        | 70,934.26        | 73,416.96        | 75,986.55        |  | 33.11          | 34.10          | 35.30          | 36.53          |
|                           |       | 7    | 71,998.59        | 74,158.55        | 76,754.10        | 79,440.49        |  | 34.61          | 35.65          | 36.90          | 38.19          |
|                           |       | 8    | 75,128.96        | 77,382.83        | 80,091.23        | 82,894.42        |  | 36.12          | 37.20          | 38.51          | 39.85          |
|                           |       | 9    | 78,259.34        | 80,607.12        | 83,428.37        | 86,348.36        |  | 37.62          | 38.75          | 40.11          | 41.51          |
|                           |       | 10   | 80,843.12        | 83,268.41        | 86,182.81        | 89,199.21        |  | 38.87          | 40.03          | 41.43          | 42.88          |
|                           |       |      |                  |                  |                  |                  |  |                |                |                |                |
| Sr Comm Maint Technician  | 11    | 1    | 66,704.81        | 68,705.95        | 71,110.66        | 73,599.53        |  | 32.07          | 33.03          | 34.19          | 35.38          |
|                           |       | 2    | 70,343.82        | 72,454.13        | 74,990.03        | 77,614.68        |  | 33.82          | 34.83          | 36.05          | 37.31          |
|                           |       | 3    | 73,073.07        | 75,265.27        | 77,899.55        | 80,626.03        |  | 35.13          | 36.19          | 37.45          | 38.76          |
|                           |       | 4    | 76,712.08        | 79,013.45        | 81,778.92        | 84,641.18        |  | 36.88          | 37.99          | 39.32          | 40.69          |
|                           |       | 5    | 79,441.34        | 81,824.58        | 84,688.44        | 87,652.54        |  | 38.19          | 39.34          | 40.72          | 42.14          |
|                           |       | 6    | 83,080.35        | 85,572.76        | 88,567.81        | 91,667.68        |  | 39.94          | 41.14          | 42.58          | 44.07          |
|                           |       | 7    | 86,719.36        | 89,320.94        | 92,447.18        | 95,682.83        |  | 41.69          | 42.94          | 44.45          | 46.00          |
|                           |       | 8    | 90,358.38        | 93,069.13        | 96,326.55        | 99,697.98        |  | 43.44          | 44.74          | 46.31          | 47.93          |
|                           |       | 9    | 93,997.39        | 96,817.31        | 100,205.91       | 103,713.12       |  | 45.19          | 46.55          | 48.18          | 49.86          |
|                           |       | 10   | 96,581.17        | 99,478.61        | 102,960.36       | 106,563.97       |  | 46.43          | 47.83          | 49.50          | 51.23          |

|                          |       |      | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY |  | HOURLY<br>RATE | HOURLY<br>RATE | HOURLY<br>RATE | HOURLY<br>RATE |
|--------------------------|-------|------|------------------|------------------|------------------|------------------|--|----------------|----------------|----------------|----------------|
| Classification           | Grade | Step | 01/01/08         | 01/01/09         | 01/01/10         | 01/01/11         |  | 01/01/08       | 01/01/09       | 01/01/10       | 01/01/11       |
| Craftsperson 3 Auto/Prov | A7    | 1    | 42,531.78        | 43,807.73        | 45,341.00        | 46,927.94        |  | 20.45          | 21.06          | 21.80          | 22.56          |
| Craftsperson 3-Auto      |       | 2    | 44,962.17        | 46,311.03        | 47,931.92        | 49,609.54        |  | 21.62          | 22.26          | 23.04          | 23.85          |
|                          |       | 3    | 46,784.96        | 48,188.51        | 49,875.10        | 51,620.73        |  | 22.49          | 23.17          | 23.98          | 24.82          |
|                          |       | 4    | 49,215.35        | 50,691.81        | 52,466.02        | 54,302.33        |  | 23.66          | 24.37          | 25.22          | 26.11          |
|                          |       | 5    | 51,038.14        | 52,569.28        | 54,409.21        | 56,313.53        |  | 24.54          | 25.27          | 26.16          | 27.07          |
|                          |       | 6    | 53,468.52        | 55,072.58        | 57,000.12        | 58,995.12        |  | 25.71          | 26.48          | 27.40          | 28.36          |
|                          |       | 7    | 55,898.91        | 57,575.88        | 59,591.03        | 61,676.72        |  | 26.87          | 27.68          | 28.65          | 29.65          |
|                          |       | 8    | 58,329.30        | 60,079.18        | 62,181.95        | 64,358.32        |  | 28.04          | 28.88          | 29.90          | 30.94          |
|                          |       | 9    | 60,759.69        | 62,582.48        | 64,772.86        | 67,039.91        |  | 29.21          | 30.09          | 31.14          | 32.23          |
|                          |       | 10   | 63,343.47        | 65,243.78        | 67,527.31        | 69,890.76        |  | 30.45          | 31.37          | 32.47          | 33.60          |
|                          |       |      |                  |                  |                  |                  |  |                |                |                |                |
| Craftsperson 2 - Auto    | A8    | 1    | 46,615.16        | 48,013.62        | 49,694.10        | 51,433.39        |  | 22.41          | 23.08          | 23.89          | 24.73          |
|                          |       | 2    | 49,278.89        | 50,757.25        | 52,533.76        | 54,372.44        |  | 23.69          | 24.40          | 25.26          | 26.14          |
|                          |       | 3    | 51,276.68        | 52,814.98        | 54,663.50        | 56,576.73        |  | 24.65          | 25.39          | 26.28          | 27.20          |
|                          |       | 4    | 53,940.40        | 55,558.61        | 57,503.17        | 59,515.78        |  | 25.93          | 26.71          | 27.65          | 28.61          |
|                          |       | 5    | 55,938.20        | 57,616.34        | 59,632.91        | 61,720.07        |  | 26.89          | 27.70          | 28.67          | 29.67          |
|                          |       | 6    | 58,601.92        | 60,359.98        | 62,472.58        | 64,659.12        |  | 28.17          | 29.02          | 30.03          | 31.09          |
|                          |       | 7    | 61,265.64        | 63,103.61        | 65,312.24        | 67,598.17        |  | 29.45          | 30.34          | 31.40          | 32.50          |
|                          |       | 8    | 63,929.37        | 65,847.25        | 68,151.90        | 70,537.22        |  | 30.74          | 31.66          | 32.77          | 33.91          |
|                          |       | 9    | 66,593.09        | 68,590.88        | 70,991.56        | 73,476.27        |  | 32.02          | 32.98          | 34.13          | 35.33          |
|                          |       | 10   | 69,176.88        | 71,252.18        | 73,746.01        | 76,327.12        |  | 33.26          | 34.26          | 35.45          | 36.70          |
|                          |       |      |                  |                  |                  |                  |  |                |                |                |                |
| Craftsperson 2a - Auto   | A9    | 1    | 49,730.84        | 51,222.76        | 53,015.56        | 54,871.10        |  | 23.91          | 24.63          | 25.49          | 26.38          |
|                          |       | 2    | 52,572.60        | 54,149.78        | 56,045.02        | 58,006.59        |  | 25.28          | 26.03          | 26.94          | 27.89          |
|                          |       | 3    | 54,703.92        | 56,345.04        | 58,317.11        | 60,358.21        |  | 26.30          | 27.09          | 28.04          | 29.02          |
|                          |       | 4    | 57,545.68        | 59,272.05        | 61,346.57        | 63,493.70        |  | 27.67          | 28.50          | 29.49          | 30.53          |
|                          |       | 5    | 59,677.00        | 61,467.31        | 63,618.67        | 65,845.32        |  | 28.69          | 29.55          | 30.59          | 31.66          |
|                          |       | 6    | 62,518.77        | 64,394.33        | 66,648.13        | 68,980.81        |  | 30.06          | 30.96          | 32.04          | 33.16          |
|                          |       | 7    | 65,360.53        | 67,321.34        | 69,677.59        | 72,116.31        |  | 31.42          | 32.37          | 33.50          | 34.67          |
|                          |       | 8    | 68,202.29        | 70,248.36        | 72,707.05        | 75,251.80        |  | 32.79          | 33.77          | 34.96          | 36.18          |
|                          |       | 9    | 71,044.05        | 73,175.37        | 75,736.51        | 78,387.29        |  | 34.16          | 35.18          | 36.41          | 37.69          |
|                          |       | 10   | 73,627.84        | 75,836.67        | 78,490.96        | 81,238.14        |  | 35.40          | 36.46          | 37.74          | 39.06          |

|                           |       |      | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY | ANNUAL<br>SALARY |  | HOURL<br>Y RATE | HOURL<br>Y RATE | HOURL<br>Y RATE | HOURL<br>Y RATE |
|---------------------------|-------|------|------------------|------------------|------------------|------------------|--|-----------------|-----------------|-----------------|-----------------|
| Classification            | Grade | Step | 01/01/08         | 01/01/09         | 01/01/10         | 01/01/11         |  | 01/01/08        | 01/01/09        | 01/01/10        | 01/01/11        |
| Building Craftsperson III | C1    | 1    | 42,941.50        | 44,229.75        | 45,777.79        | 47,380.01        |  | 20.64           | 21.26           | 22.01           | 22.78           |
|                           |       | 2    | 46,622.20        | 48,020.87        | 49,701.60        | 51,441.16        |  | 22.41           | 23.09           | 23.89           | 24.73           |
|                           |       | 3    | 50,302.90        | 51,811.99        | 53,625.41        | 55,502.30        |  | 24.18           | 24.91           | 25.78           | 26.68           |
|                           |       | 4    | 53,983.60        | 55,603.11        | 57,549.22        | 59,563.44        |  | 25.95           | 26.73           | 27.67           | 28.64           |
|                           |       | 5    | 57,664.30        | 59,394.23        | 61,473.03        | 63,624.59        |  | 27.72           | 28.55           | 29.55           | 30.59           |
|                           |       | 6    | 61,345.00        | 63,185.35        | 65,396.84        | 67,685.73        |  | 29.49           | 30.38           | 31.44           | 32.54           |
|                           |       | 7    | 63,928.79        | 65,846.65        | 68,151.29        | 70,536.58        |  | 30.73           | 31.66           | 32.77           | 33.91           |
|                           |       |      |                  |                  |                  |                  |  |                 |                 |                 |                 |
| Comm Install Technician   | C7    | 1    | 44,912.08        | 46,259.44        | 47,878.52        | 49,554.27        |  | 21.59           | 22.24           | 23.02           | 23.82           |
|                           |       | 2    | 47,452.89        | 48,876.47        | 50,587.15        | 52,357.70        |  | 22.81           | 23.50           | 24.32           | 25.17           |
|                           |       | 3    | 49,358.49        | 50,839.25        | 52,618.62        | 54,460.27        |  | 23.73           | 24.44           | 25.30           | 26.18           |
|                           |       | 4    | 51,899.30        | 53,456.28        | 55,327.25        | 57,263.70        |  | 24.95           | 25.70           | 26.60           | 27.53           |
|                           |       | 5    | 53,804.91        | 55,419.05        | 57,358.72        | 59,366.27        |  | 25.87           | 26.64           | 27.58           | 28.54           |
|                           |       | 6    | 56,345.71        | 58,036.08        | 60,067.35        | 62,169.70        |  | 27.09           | 27.90           | 28.88           | 29.89           |
|                           |       | 7    | 58,886.52        | 60,653.11        | 62,775.97        | 64,973.13        |  | 28.31           | 29.16           | 30.18           | 31.24           |
|                           |       | 8    | 61,427.32        | 63,270.14        | 65,484.60        | 67,776.56        |  | 29.53           | 30.42           | 31.48           | 32.58           |
|                           |       | 9    | 63,968.13        | 65,887.18        | 68,193.23        | 70,579.99        |  | 30.75           | 31.68           | 32.79           | 33.93           |
|                           |       | 10   | 66,551.92        | 68,548.47        | 70,947.67        | 73,430.84        |  | 32.00           | 32.96           | 34.11           | 35.30           |
|                           |       |      |                  |                  |                  |                  |  |                 |                 |                 |                 |
| Comm Maint Technician     | C9    | 1    | 52,956.42        | 54,545.12        | 56,454.20        | 58,430.09        |  | 25.46           | 26.22           | 27.14           | 28.09           |
|                           |       | 2    | 55,809.81        | 57,484.11        | 59,496.05        | 61,578.41        |  | 26.83           | 27.64           | 28.60           | 29.61           |
|                           |       | 3    | 57,949.85        | 59,688.35        | 61,777.44        | 63,939.65        |  | 27.86           | 28.70           | 29.70           | 30.74           |
|                           |       | 4    | 60,803.24        | 62,627.34        | 64,819.30        | 67,087.97        |  | 29.23           | 30.11           | 31.16           | 32.25           |
|                           |       | 5    | 62,943.28        | 64,831.58        | 67,100.69        | 69,449.21        |  | 30.26           | 31.17           | 32.26           | 33.39           |
|                           |       | 6    | 65,796.67        | 67,770.57        | 70,142.54        | 72,597.53        |  | 31.63           | 32.58           | 33.72           | 34.90           |
|                           |       | 7    | 68,650.06        | 70,709.56        | 73,184.40        | 75,745.85        |  | 33.00           | 33.99           | 35.18           | 36.42           |
|                           |       | 8    | 71,503.45        | 73,648.55        | 76,226.25        | 78,894.17        |  | 34.38           | 35.41           | 36.65           | 37.93           |
|                           |       | 9    | 74,356.84        | 76,587.55        | 79,268.11        | 82,042.49        |  | 35.75           | 36.82           | 38.11           | 39.44           |
|                           |       | 10   | 76,940.63        | 79,248.85        | 82,022.55        | 84,893.34        |  | 36.99           | 38.10           | 39.43           | 40.81           |

|                            |              |             | <i>ANNUAL<br/>SALARY</i> | <i>ANNUAL<br/>SALARY</i> | <i>ANNUAL<br/>SALARY</i> | <i>ANNUAL<br/>SALARY</i> |  | <i>HOURLY<br/>RATE</i> | <i>HOURLY<br/>RATE</i> | <i>HOURLY<br/>RATE</i> | <i>HOURLY<br/>RATE</i> |
|----------------------------|--------------|-------------|--------------------------|--------------------------|--------------------------|--------------------------|--|------------------------|------------------------|------------------------|------------------------|
| <b>Classification</b>      | <b>Grade</b> | <b>Step</b> | <b>01/01/08</b>          | <b>01/01/09</b>          | <b>01/01/10</b>          | <b>01/01/11</b>          |  | <b>01/01/08</b>        | <b>01/01/09</b>        | <b>01/01/10</b>        | <b>01/01/11</b>        |
| Electrical Craftsperson II | M6           | 1           | 52,506.32                | 54,081.51                | 55,974.36                | 57,933.47                |  | 25.24                  | 26.00                  | 26.91                  | 27.85                  |
| Mechanic Craftsperson II   |              | 2           | 56,786.40                | 58,490.00                | 60,537.15                | 62,655.95                |  | 27.30                  | 28.12                  | 29.10                  | 30.12                  |
| Equipment Technician       |              | 3           | 61,066.49                | 62,898.48                | 65,099.93                | 67,378.43                |  | 29.36                  | 30.24                  | 31.30                  | 32.39                  |
|                            |              | 4           | 65,346.57                | 67,306.97                | 69,662.71                | 72,100.91                |  | 31.42                  | 32.36                  | 33.49                  | 34.66                  |
|                            |              | 5           | 69,626.65                | 71,715.45                | 74,225.49                | 76,823.39                |  | 33.47                  | 34.48                  | 35.69                  | 36.93                  |
|                            |              | 6           | 73,906.74                | 76,123.94                | 78,788.28                | 81,545.87                |  | 35.53                  | 36.60                  | 37.88                  | 39.20                  |
|                            |              | 7           | 76,490.52                | 78,785.24                | 81,542.72                | 84,396.72                |  | 36.77                  | 37.88                  | 39.20                  | 40.58                  |

## EXHIBIT B: PERSONAL LEAVE UTILIZATION

The following sick allowance balances will be required in order to utilize personal leave as follows for the term of the contract.

|         |            |
|---------|------------|
| 16 days | 1 PSA day  |
| 17 days | 2 PSA days |
| 18 days | 3 PSA days |
| 19 days | 4 PSA days |
| 20 days | 5 PSA days |

## EXHIBIT C: RETIREE HEALTH BENEFITS

Employees and/or retirees participating in a New Jersey Turnpike Authority Insurance Plan can change their plan election only as a result of a life event as defined by the Internal Revenue Service. Otherwise the employee/retiree must wait for the annual open enrollment period.

## EXHIBIT D: JOB DESCRIPTIONS

### ALL JOB DESCRIPTIONS ARE FOR INFORMATIONAL PURPOSES ONLY

### MECHANICAL CRAFTSPERSON II

#### Job Description

- Installs, maintains, and repairs mechanical components and systems, including heating, refrigeration, plumbing, air conditioning, electrical machines, motors, and compressors.
- Performs general building maintenance, including painting, plastering, general carpentry, and masonry work.
- Ability to work independently and make good judgment decisions without extensive supervision. Must be able to identify and order parts for equipment repairs.
- On stand-by duty 24 hours a day, 7 days a week on a rotating schedule.
- Performs other related duties as delegated.
- Responsible to Craftsperson Field Supervisor or designee .
- Employees who enter this job title on or after January 1, 2008 shall obtain a CDL within six (6) months of occupying the job title.

#### Job Specifications

##### Educational Requirements

- Minimum high school graduate, vocational school graduate, or equivalent.
- Trade school graduate with certification in four basics (heating, electrical, refrigeration and air conditioning) certified for at least 200 hours in each course.
- Vocational school graduate with passing grade in four basics (heating, electrical, refrigeration and air conditioning).

**OR**

- College course credits in four basics (heating, electrical, refrigeration and air conditioning) with passing grade (received credit). Must pass the NJHA mechanical test.

## **Experience**

- Minimum two years experience in all aspects of job duties either in the position of Craftsperson III with above educational requirements.

**OR**

- Two years with outside firm in related field and filling the above educational requirements.
- Must have a telephone and be available in case of emergency.
- New Jersey driver's license required.

## **ELECTRICAL CRAFTSPERSON II**

### **Job Description**

- Installs, maintains, and repairs electrical equipment of low to medium voltage. To include such equipment as motors, power and control circuits, navigational and roadway lighting, electrical heating units, and miscellaneous items.
- Ability to work independently and make good judgment decisions without extensive supervision. Must be able to identify and order parts for equipment repairs.
- On stand-by duty 24 hours a day, 7 days a week on a rotating schedule.
- To perform other related duties as delegated.
- Responsible to Craftsperson Field Supervisor or designee.
- Employees who enter this job title on or after January 1, 2008 shall obtain a CDL within six (6) months of occupying the job title.

### **Job Specifications**

### **Educational Requirements**

- Minimum high school graduate, vocational school graduate, or equivalent. Trade school or vocational school graduate with certification in Electrical I and II.
- Must pass Authority Electrical Test or have N.J. Elec. License.

## **Experience**

- Minimum of two years experience in all aspects of electrical maintenance either in the position of Craftsperson III with above educational requirements.

**OR**

- Two years technical field experience with outside firm in electrical field and above educational requirements.
- New Jersey driver's license required.
- Must have a telephone and be available in case of emergencies.

## **BUILDING CRAFTSPERSON III**

### **Job Description**

- Responsible for assisting Mechanical Craftsperson II in the installation, maintenance, and repairing of mechanical components and systems, including heating, refrigeration, plumbing, air conditioning, electric machines, motors and compressors.
- Responsible for assisting Electrical Craftsperson II in the installation, maintenance, and repairing of electrical equipment of low to medium voltage, including motors, power and control circuits, lighting, navigation lights, and miscellaneous.
- Assists Mechanical Craftsperson II in general building maintenance including painting, plastering, and general carpentry and masonry work.
- Performs other related duties as delegated.

- Responsible to the Craftsperson Field Supervisor or designee.
- Employees who enter this job title on or after January 1, 2008 shall obtain a CDL within six (6) months of occupying the job title.

### **Job Specifications**

#### **Educational Requirements**

- Minimum high school graduate or at least two years technical education or equivalent.

#### **Experience**

- Two years basic knowledge and experience in mechanical or building trades work with background in building maintenance.
- Two years basic knowledge and experience in electrical or related work.
- New Jersey driver's license required.

## **EQUIPMENT TECHNICIAN**

### **Job Description**

- To assist in the maintenance, repair and installation of all Authority owned microprocessor based data acquisition systems including canopy mounted items such as traffic signals, overhead indicators, instruction signs, treadles, ve-det loop installations, automatic lane gates, AVI systems, automatic coin machines, ETC equipment, data transmission equipment, height sensors, etc.
- To work an eight (8) hour, five (5) day week. On call on a rotating schedule twenty-four (24) hours a day to cover emergency call-outs occurring outside normal working hours and on the fourteen (14) Authority recognized holidays.
- Ability to work independently with minimum supervision.
- To perform other related duties as delegated.
- Responsible to Equipment Supervisor.

### **Job Specification**

#### **Educational Requirements**

- Minimum high school graduate with at least two years technical training and diploma in state of the art electronics.

#### **Experience**

- Two years experience in digital and analog equipment maintenance and be able to operate test equipment such as oscilloscope, multimeter and data communication analyzer.
- New Jersey driver's license required.

#### **Security**

- Employee must be of unquestioned integrity and be able to withstand a background check by the New Jersey State Police.

# SENIOR COMMUNICATIONS MAINTENANCE TECHNICIAN

## **Job Summary:**

Directs, maintains and repairs all microwave, base and mobile radios, digital telephones and alarm systems at toll ramps and maintenance districts, in addition to the duties and responsibilities of a Communications Maintenance Technician.

## **Essential Job Functions:**

1. Maintains the Authority's 800 Very high frequency (VHF) radio system and microwave phone system.
2. Directs Communications Maintenance Technicians and installers and assigns work and call outs.
3. Oversees, facilitates and coordinates all purchases relative to the Communications Section.
4. Maintains liaison between Engineering and Tolls in conjunction with communication installations, etc.

## **Other Job Functions:**

Researches market to keep Authority hardware current. Replaces obsolete mobile radios, communications and test equipment.

## **Essential Education, Skills, & Knowledge:**

High school or technical school graduate. Knowledge in the use of test equipment. Knowledge and ability to repair and maintain Authority radio equipment. Must have minimum of Federal Communications Commission (FCC) 2<sup>nd</sup> Class Radio Telephone license. Seven years experience maintaining microwave radio, mobile radio and other electronic equipment, two years of which must have been in a position of supervisory responsibilities as a Communications Maintenance Technician or equivalent. Valid New Jersey Driver's License.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

# AUTOMOTIVE CRAFTSPERSON I

## **Job Summary:**

Directs the overall maintenance of Authority vehicles and mechanical operations at Woodbridge, Bloomfield and Bass River Motor Pools .

## **Essential Job Functions:**

1. Coordinates and schedules mechanical repairs of Authority Vehicles. (C)
2. Advises whether repairs can be performed in-house or repair at authorized vendors is required. (F)
3. Conducts the preparation of all warranty claims on Authority vehicles assigned to the Motor Pool. (O)
4. Analyzes Maintenance records and recommends the disposition of Authority vehicles, including proper inventory control to the Motor Vehicle Administrator. (F)
5. Responsible for the safe operation of Authority equipment. (C)

## **Other Job Functions:**

Regulates good housekeeping and safety regulations, delegates work to mechanical staff, advises management on equipment needs, and performs other functions as needed.

## **Essential Education, Skills, & Knowledge:**

High school diploma or GED. Seven years experience as a mechanical craftsman and two years supervisory experience preferred. Available for emergency call-out. Must possess and maintain a valid, current NJ drivers license. Ability to communicate with employees and others and keep accurate records. Organizational skills.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **COMPUTER GRAPHICS COORDINATOR**

### **Job Summary:**

Develops job specifications; creates, sets and runs out printable original layouts (including graphics and text) for all brochures, flyers, forms and other printing material.

### **Essential Job Functions:**

1. Creates preliminary work-ups of art and layouts for all phases of design production using graphic programming software.
2. Prepares and presents all work-ups and layouts for approval.
3. Operates computerized desktop publishing system and related equipment. Responsible for the efficient operation, maintenance and care of equipment and software.
4. Maintains files and portfolios of all art and copy pertaining to each job.

### **Other Job Functions:**

Handles telephone inquires and faxes; interacts with Authority employees, computer representative and repair personnel.

### **Essential Education, Skills, & Knowledge:**

High school diploma or GED with three years experience in the graphics art field. Advanced graphic arts coursework desirable. Must have knowledge of desktop publishing equipment, related software and multi-colored image setting techniques. Must be cognizant of current media trends and standards.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **CRAFTSPERSON TRAINEE/AUTOMOTIVE**

### **Job Summary:**

Conducts preventive maintenance and makes repairs on all Authority administrative and State Police vehicles, under the supervision of Craftsperson I and II.

### **Essential Job Functions:**

1. Performs safety checks, servicing, repairs and preventive maintenance of equipment in the field. (C)
2. Participates, for the purpose of training, in the overhaul of engines, transmissions, rear-end, and all other assemblies of Authority-owned vehicles. (F)
3. Provides assistance with the preparation and introduction into the fleet of new administrative and State Police vehicles. (F)
4. Operates general and with assistance specialized automotive equipment, gauges, machines and tools as required. (C)
5. Prepares vehicles and equipment for turn-in as surplus to Asset Control.

### **Other Job Functions:**

Cleans and maintains tools, cleans machines and work areas; practices safety regulations. Performs other tasks/functions as required.

### **Essential Education, Skills, & Knowledge:**

Graduate from High School or GED. Automotive Technical courses preferred. Must possess and maintain a valid New Jersey driver's license. Requires one (1) year experience in servicing and repair of automobiles. Must be available for emergency call-outs. Requires the ability to learn the mechanics and operation of new vehicles.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **COMMUNICATIONS MAINTENANCE TECHNICIAN**

### **Job Summary:**

Responsible for the maintenance, repair and upkeep of all microwave radio and associated multiplex equipment, telecommunications and two-way radio equipment.

### **Essential Job Functions:**

1. Maintains, repairs and installs NJHA communications and electronic equipment such as microwave radio, mobile radio, telephone, security alarm, audio-visual, public address and other types of electronic communicating equipment. (C)
2. Maintains aircraft hazard warning lights. (O)

### **Other Job Functions:**

Performs other tasks/functions as required.

### **Essential Education, Skills, & Knowledge:**

High school diploma or GED or technical school graduate. Must have minimum of Federal Communications Commission (FCC) Second Class Radio Telephone License. Requires five years experience maintaining and installing microwave radio equipment and other related communications equipment. Ability to use power and hand tools. Must have a valid New Jersey driver's license. Requires basic electronic and mechanical knowledge and the ability to climb communication towers.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **COMMUNICATIONS INSTALLATION TECHNICIAN**

### **Job Summary:**

Performs the installation and maintenance of communications and related equipment.

### **Essential Job Functions:**

1. Installs and maintains all NJHA communications and electronic equipment such as microwave radio, mobile radio, telephone, security alarm, audio-visual, public address and other types of electronic communicating equipment. (C)
2. Maintains aircraft hazard warning lights. (O)

**Other Job Functions:**

Performs other tasks/functions as required.

**Essential Education, Skills, & Knowledge:**

High school diploma or GED or technical school graduate. Experience installing microwave radio and mobile radio equipment and other related communications equipment. Ability to use power and hand tools. Must have a valid New Jersey driver's license. Requires basic electronic and mechanical knowledge and the ability to climb communication towers.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **CRAFTSPERSON IIA/AUTOMOTIVE**

**Job Summary:**

At the direction of Motor Vehicle Supervisor and Automotive Craftsperson I, responsible for overall maintenance of Authority administrative and State Police vehicles and mechanical operations at the Bloomfield Motor Pool and Bass River Motor Pool.

**Essential Job Functions:**

1. Performs mechanical repairs on vehicles assigned to the Motor Pool fleet, including overhauling of engines, transmissions, rear-ends, replacing worn or broken parts, valve grinding, brakes and wheel alignments. (F)
2. Uses general and specialized automotive equipment, machines, gauges and tools as required. (F)
3. Provides technical advice to determine economic feasibility and ensure safety in the repair of vehicles. (F)
4. Provides on-the-job training for subordinate Craftsperson. (O)
5. Prepares new State Police and administrative vehicles for road work, including application of decals, light bars, gun mounts, etc. (F)
6. Responsible for the safe operation of Authority equipment. (F)

**Other Job Functions:**

Cleans and maintains tools, machines and work area. Supervises subordinate Craftsperson during working hours. Promotes safety regulations. Performs other tasks/functions as required.

**Essential Education, Skills, & Knowledge:**

High school diploma or GED required. Automotive Technical Certification required. Must have six (6) years experience as Craftsperson Automotive II. Two (2) years of supervisory experience preferred. Must be available for emergency call-outs. Must have strong organizational skills. Requires a valid New Jersey driver's license. Must have knowledge of engine diagnostics with the ability to operate all automotive equipment and the propensity to learn the mechanics and operation of new manufactured vehicles. Ability to communicate effectively with employees and vendors.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **CRAFTSPERSON II/AUTOMOTIVE**

### **Job Summary:**

Assists in the scheduling and performance of maintenance, safety checks and repairs of Authority administrative and State Police vehicles.

### **Essential Job Functions:**

1. Performs mechanical repairs on vehicles assigned to the Motor Pool fleet, including overhauling of engines, transmissions, rear-ends, replacing worn or broken parts, valve grinding, brakes and wheel alignments. (F)
2. Uses general and specialized automotive equipment, machines, gauges and tools as required. (F)
3. Provides technical advice to determine economic feasibility and ensure safety in the repair of vehicles. (F)
4. Provides on-the-job training for subordinate Craftsperson. (O)
5. Prepares new State Police and administrative vehicles for road work, including application of decals, light bars, gun mounts, etc. (F)

### **Other Job Functions:**

Cleans and maintains tools, machines and work area. Supervises subordinate Craftsperson during working hours. Promotes safety regulations. Performs other tasks/functions as required.

### **Essential Education, Skills, & Knowledge:**

High school diploma or GED. Automotive Technical Certification preferred. Must have five (5) years experience in automotive repair and be available for emergency call-outs. Requires a valid New Jersey driver's license. Must have knowledge of engine diagnostics with the ability to operate all automotive equipment and the propensity to learn the mechanics and operation of new manufactured vehicles.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **CRAFTSPERSON III/AUTOMOTIVE**

### **Job Summary:**

Conducts preventive maintenance and makes repairs on all Authority administrative and State Police vehicles.

### **Essential Job Functions:**

1. Performs safety checks, servicing, repairs and preventive maintenance of equipment in the field. (C)
2. Participates in the overhaul of engines, transmissions, rear-end and all other assemblies of Authority owned vehicles. (F)
3. Provides assistance with the preparation and introduction into the fleet of new administrative and State Police vehicles. (F)
4. Operates general and specialized automotive equipment, gauges, machines and tools as required. (C)
5. Prepares vehicles and equipment for turn-in as surplus to Asset Control. (O)

### **Other Job Functions:**

Cleans and maintains tools; cleans machines and work areas; practices safety regulations. Performs other tasks/functions as required.

**Essential Education, Skills, & Knowledge:**

High school diploma or GED. Automotive Technical courses preferred. Requires two (2) years experience in servicing and the repair of automobiles. Must be available for emergency call-outs and have a valid New Jersey driver's license. Requires skill in engine diagnostics and the ability to learn the mechanics and operation of new vehicles.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **CRAFTSPERSON ASSISTANT AUTOMOTIVE**

**Job Summary:**

Assists Craftsperson with repairs and maintenance as needed and performs routine garage attendant duties.

**Essential Job Functions:**

1. Dispenses gasoline and oil for use in NJHA vehicles; removes, repairs, mounts and rotates/install tires. (C)
2. Delivers and picks up Authority vehicles and parts from authorized agencies. (F)
3. Services vehicles; conducts minor repairs and maintenance when needed. (O)
4. Practices good housekeeping and safety in Authority vehicles and maintenance buildings. (F)

**Other Job Functions:**

Arranges equipment and supplies within building. Removes trash and dispenses waste oil. Cleans machines and entire work area. Performs other tasks/functions as required.

**Essential Education, Skills, & Knowledge:**

High school diploma or GED. Requires one (1) year experience in automotive servicing. Must be available for emergency call-outs and have a valid New Jersey driver's license. Requires the ability to work outdoors in inclement weather conditions.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **TRAFFIC TECHNICIAN**

**Job Summary:**

Deploys, retrieves and maintains portable traffic counters, radar units and variable message signs for data collection and motorist information purposes at designated locations along the Parkway.

**Essential Job Functions:**

1. Operates, deploys and retrieves traffic counters and related equipment. (F)
2. Deploys, programs, retrieves and maintains portable variable message signs. (F)
3. Records daily log of counter and portable variable message sign activities. (F)
4. Conducts traffic surveys such as turning movements counts, lane counts, parking surveys, sign location, lane miles and video tape where required. (O)
5. Installs wire loops in pavements for traffic counters using a pavement cutter, compressor, auger and ditch witch. (O)

### **Other Job Functions:**

Drives van to deploy counters and two portable variable message signs. Performs traffic director and guide duties at Parkway functions. Performs routine and preventative maintenance of various traffic equipment. Occasionally records serious and fatal accidents by photographing accident scenes and vehicles involved.

### **Essential Education, Skills, & Knowledge:**

High school graduate or General Education Diploma. Prior experience in operating similar devices and tools preferred but not necessary. Valid New Jersey driver's license. Available to work outside normal work hours and occasional weekends. Ability to drive and safely back up small truck (van) with trailer in tow. Ability to deploy and operate traffic equipment and power tools. Ability to effectively and courteously deal with public. Ability to perform manual labor for extended periods. Ability to operate Authority radio in vehicles. Ability to work independently, understand and follow instructions. Ability to perform job function on roofs and canopies and to climb ladders.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **CAMERAPERSON**

### **Job Summary:**

Organizes work flow from the art and typesetting department to the presses.

### **Essential Job Functions:**

1. Coordinates production for the Senior Printers. (C)
2. Creates art work. Shoots negatives, halftones and posters. (C)
3. Prepares stripping and layouts for all presses from single color to four color. (C)
4. Maintains film processors, plate processors, plate makers and dark room equipment. (F)

### **Other Job Functions:**

Oversees quality control for layout. Performs other tasks/functions as required.

### **Essential Education, Skills, & Knowledge:**

High school graduate or GED. Requires knowledge of layout and press functions. Must have knowledge of four color processes and be detail oriented. Requires knowledge of all printing equipment/machinery.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **OPERATOR**

### **Job Summary:**

Operates printing equipment including small presses, collators, folders and paper cutter.

### **Essential Job Functions:**

1. Operates small presses and folding equipment. (O)
2. Cuts stock to size for presses and folders.. (F)

3. Packages and routes finished jobs. (F)
4. Maintains and cleans equipment (C)

**Other Job Functions:**

Maintains shop cleanliness, stock storage and inventory. Performs other tasks/functions as required.

**Essential Education, Skills, & Knowledge:**

High school diploma or GED. Two years print shop experience.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **JUNIOR PRINTER**

**Job Summary:**

Performs general printing duties through the use of one and two-color presses.

**Essential Job Functions:**

1. Operates various small presses involving plate making and set up, including the cutter, folders, collators and related bindery equipment. (C)

**Other Job Functions:**

Properly maintains equipment to ensure quality printing and dependability. Performs other tasks/functions as required.

**Essential Education, Skills, & Knowledge:**

High school diploma or GED with two years experience operating printing equipment. Must be able to operate both press and bindery equipment. Follow directions and handle routine tasks/procedures.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

## **SENIOR PRINTER**

**Job Summary:**

Directs production of printed material in the Printing Services Division and acts on behalf of Printing Services Manager in his/her absence.

**Essential Job Functions:**

1. Directs production, scheduling, and reporting of printed material assignments. (F)
2. Assists in the overall supervision of the shop. Inspects all machinery for maintenance and repair. (C)
3. Ensures positive work habits and safety regulations are followed. (C)

4. Assigns tasks to subordinates, including determining equipment needed to accomplish assigned tasks. (F)

**Other Job Functions:**

Participates in reporting/documentation efforts. Monitors quality control. Performs other tasks/functions as required.

**Essential Education, Skills, & Knowledge:**

High school diploma or GED with a minimum of three years experience in the printing field. Knowledge of four-color processes, press color approval, stripping and other relevant equipment and/or machinery.

## **PRINT SHOP COORDINATOR**

**Job Summary:**

Responsible for set-up, planning, operation and maintenance of all bindery equipment. Institute preventive maintenance schedule and lubrication of all bindery machinery.

**Essential Job Functions:**

1. Cut down, fold, collate and bind all printed material produced in Printing Services. (C)
2. Maintenance and upkeep on all bindery equipment. (F)
3. Set-up all folding machines. (C)
4. Reports to Senior Printers and Supervisor. (C)

**Other Job Functions:**

In the event of emergencies, Coordinator will be cross trained to help in other positions; such as but not limited; to plate burning, darkroom, mailing and small press work. Performs other tasks/functions as required by Supervisor. Works under supervision of Senior Printers and Supervisor.

**Essential Education, Skills, & Knowledge:**

Minimum high school diploma or equivalent. Six (6) months experience in printing environment.

This job description is intended to describe the general nature and level of work being performed by staff assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties, and requirements of personnel so classified.

# EXHIBIT E: COMMERCIAL DRIVER'S LICENSE SIDE LETTER



INTERNATIONAL FEDERATION OF  
**PROFESSIONAL AND TECHNICAL ENGINEERS**  
LOCAL 193 B, GARDEN STATE PARKWAY, CRAFTSMEN & TECHNICIANS



March 29, 2000

Charles W. Creamer  
Manager of Labor Relations  
New Jersey Highway Authority  
P.O. Box 5050  
Woodbridge, NJ 0795

**RE: Side Letter Agreement  
Commercial Drivers Licenses**

Dear Mr. Creamer:

This letter shall confirm the understanding reached between the parties pursuant to 1999/2000 negotiations with regard to Commercial Drivers Licenses and shall be in conjunction with the terms and conditions outlined in the Collective Bargaining Agreement.

- a. One (1) year to acquire. Training and testing provided at Authority Expense on Authority time.
- b. Employees to maintain current CLD:
  - 'A' in the following classifications: Electrical crafts 2 & 3
  - 'B' in the following classifications: Snow volunteers only

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Michael J. Mahon'.

Michael J. Mahon  
President

I have read the foregoing and accept the terms as set forth above.

A handwritten signature in black ink, appearing to read 'Charles W. Creamer'.

Charles W. Creamer  
Manager of Labor Relations

3/29/2000  
Date

# EXHIBIT F: ALIGNMENT OF STAND-BY DUTY AREAS SIDE LETTER



INTERNATIONAL FEDERATION OF  
**PROFESSIONAL AND TECHNICAL ENGINEERS**  
LOCAL 193 B, GARDEN STATE PARKWAY, CRAFTSMEN & TECHNICIANS



March 29, 2000

Charles W. Creamer  
Manager of Labor Relations  
New Jersey Highway Authority  
P.O. Box 5050  
Woodbridge, NJ 0795

**RE: Side Letter Agreement  
Alignment of Stand-By Duty Areas**

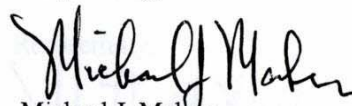
Dear Mr. Creamer:

This letter shall confirm the understanding reached between the parties pursuant to 1999/2000 negotiations with regard to the new North, Central, South alignment and shall be in conjunction with the terms and conditions outlined in the Collective Bargaining Agreement.

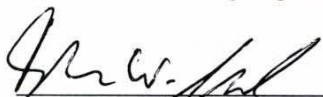
The South/Central area boundary is set at milepost 94.0. The Central/North area boundary is set at milepost 128.7. This alignment is established with the understanding that possible future lane additions or other conditions may require adjustments to these limits.

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

Respectfully,

  
Michael J. Mahon  
President

I have read the foregoing and accept the terms as set forth above.

  
Charles W. Creamer  
Manager of Labor Relations

3/29/2000  
Date