



New Jersey Turnpike Authority

Employee Union Contract

Toll Supervisors of America Local 193, AFL-CIO & CLC IFPTE

AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY

AND

TOLL SUPERVISORS OF AMERICA
LOCAL 193,

AFL-CIO & CLC
IFPTE

October 1, 2011 - September 30, 2019

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AGREEMENT

This Agreement, made and entered into as of October 31, 2013 and October 21, 2014, is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority", and Toll Supervisors of America, Local 193, IFPTE, AFL/CIO & CLC, hereinafter referred to as 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 Toll Supervisors of America, Local 193 shall continue to be represented by said local.

SECTION I - RECOGNITION

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

SECTION II - CONSIDERATION AND COOPERATION

1. The Union and Authority agree that mutual cooperation is necessary for the Authority to carry out its public responsibility of maintaining a high level of service to the public.
2. The Union and Authority agree that it's 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 determination of the number and locations of all booth and toll areas and the operational hours, the determination of the methods and means by which its operations are to be carried on, selection, direction, and assignment of the work force subject only to the express limitations set forth in the 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, sexual orientation, or handicap of the employee.
2. There will be no discrimination by either party to this Agreement against any employee because of membership or activities in the Union. Union officers, representatives or members shall not be discriminated against, interfered with, restrained or coerced by the Authority or its representatives because of any Union activity in conjunction with this Agreement.

SECTION IV - STRIKES, STOPPAGES AND LOCKOUTS

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

SECTION V - CHECKOFF

1. The Authority agrees to arrange for initiation fee and dues deduction upon receipt of written authorization from the employee. Monies so deducted by the Authority shall be transmitted to the Toll Supervisors of America, Local 193. Any such request for deduction may be withdrawn effective the first 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 and initiation fees pursuant to the authorizations signed by employees. Such amounts shall be the same for all employees. Initiation fees shall be deducted over a period not exceeding five (5) pay periods.
3. The Union having made membership available to all employees covered by this unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representative fee in lieu of dues as a condition of employment. This fee shall be an amount not to exceed 85% of the regular membership dues, fees and assessments, as permitted under the "New Jersey

Employer-Employee Relations Act" as amended P.L. 1974c 123 (C.34:13A-5.4). The Union shall certify to the Authority that the amount of said fee is as permitted by law and the Union has established and maintains a demand and return system as required by said law. The Authority shall deduct such fee by means of a payroll deduction and remit same to the Union.

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

SECTION VI - WAGES

1. Wages will be paid in accordance with the wage schedule attached hereto as Exhibit "A", identified as Supervisors' Salary Schedule, effective 10/1/11, 10/1/12, 10/01/13, 10/01/14, 10/01/15, 10/01/16, 10/01/17 and 10/1/18 as may be modified by the Cost of Living, if any.
2. Wage Progression
 - A. All employees, except those employees who were full-time toll collectors prior to July 1, 2011, will enter the bargaining unit as an Assistant Plaza Supervisor ("APS") and be placed on the Start Rate of the APS salary scale.

An APS must serve a six (6) months probationary period. At the end of the probationary period, the Authority shall have a period of not more than thirty (30) days to determine whether such employee is qualified to be an APS. Should the Authority determine that during the probationary period the employee does not meet the job requirements of an APS, 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. The Authority reserves the right to extend an employee's probation for an additional period of time if the employee either does not perform his/her job duties to a satisfactory level or is absent for a significant amount of time during the probationary period as the result of an illness, injury or authorized leave of absence. If the employee is not promoted to APS, he will be returned to being a Toll Collector.

If an employee successfully completes APS probation, one (1) year after being placed at the Start Rate of the APS salary scale, an APS will move to the 1 Year Step of the APS salary scale. Employees who were full-time toll collectors prior to July 1, 2011 shall be placed at the 3 Year step of the applicable APS scale. If such an employee successfully completes APS probation, one (1) year after being placed on the 3 Year step, the APS will move to the 4 Year Step of the applicable APS salary scale.

- B. All employees who are promoted from APS to Plaza Supervisor will be placed on the Start Rate of the Plaza Supervisor Salary Scale.

A Plaza Supervisor must serve a six (6) months probationary period.

At the end of the probationary period, the Authority shall have a period of not more than thirty (30) days to determine whether such employee is qualified to be an Plaza Supervisor. Should the Authority feel that an employee does not meet the job requirements of a Plaza Supervisor within the probationary period, 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. The Authority reserves the right to extend an employee's probation for an additional period of time if the employee either does not perform his/her job duties to a satisfactory level or is absent for a significant amount of time during the probationary period as the result of an illness, injury or authorized leave of absence. If the employee is not promoted to Plaza Supervisor, he will remain an APS.

If an employee successfully completes Plaza Supervisor probation, one (1) year after becoming a Plaza Supervisor the employee will move to the 1 Year Step of the Plaza Supervisor salary scale. One (1) year after being placed on the 1 Year Step of the Plaza Supervisor salary scale, a Plaza Supervisor will move to 2 Year Step of the Plaza Supervisor salary scale.

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

3. Shift Differential

There shall be a premium of four percent (4%) for all hours worked on the third shift series, and eight percent (8%) for all hours worked on the first shift series. Effective January 1, 2005, shift differential shall be added to base salary for all members for pension purposes, if possible.

4. Call-In-Pay

- Employees who are called in to work on a non-scheduled workday will be paid a minimum of (4) hours overtime pay.
- If the Authority requires an employee to attend a meeting on a non-scheduled workday the employee will be paid for actual hours. This provision does not apply to Union officials, grievants, or employees being disciplined.
- If the Authority requires an employee to attend a meeting that occurs within two (2) hours of the start or two (2) hours of the finish of an employee's shift, the

employee will be paid for actual hours. This provision does not apply to Union officials.

- If the Authority requires an employee to attend either an Authority hearing or an Authority grievance on a non-scheduled workday the employee will be paid for actual hours, exclusive of travel time. This provision does not apply to Union officials or witnesses called by the Union. The Authority agrees that it will release from their entire shifts a maximum of two (2) union representatives to represent union member at meetings with the Authority or disciplinary hearings or grievances. If there is more than one meeting or hearing on a day, the Authority will release a maximum of 2 union representatives to be present at the different meetings and/or hearings. For example, if, on the same day, there are separate hearings at 7:00 a.m. and 3:00 p.m., the Authority shall release only 2 union representatives for their entire shifts to attend the two (2) hearings. The Authority will make best efforts to schedule hearings on grievances and/or discipline during the employee's regularly scheduled shift.
- If the Authority requires an employee to attend either an Authority hearing or an Authority grievance within two (2) hours of the start or two (2) hours of the finish of an employee's shift, the employee will be paid for actual hours.
- If the Authority requires an employee to attend a court proceeding on a non-scheduled workday the employee will be paid a minimum of (4) hours overtime pay.

5. Meal Allowance

- A. Employees who are required to work at least two hours in advance of the start of their normal scheduled working day, or in case of a holdover, are required to work three hours in excess of the hours in a normal scheduled working day, or who work at least three hours when called to non-scheduled duty shall be entitled to a meal allowance as follows:

\$12.00 effective 11/1/2013

- B. Employees who work beyond the first meal allowance earned (other than the 2 hour meal contained in Section 5 (A) above) shall be entitled to an additional meal allowance, which is set forth below, for each six (6) continuous hours worked thereafter.

\$12.00 effective 11/1/2013

6. Travel Expenses

- A. 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.
- B. Employees required by the Authority to report to the Authority's doctor will be paid mileage at the prevailing IRS rate portal to portal.
- C. Employees attending mandatory Authority training programs will be paid for travel time when travel exceeds the regularly scheduled work time. In the event the employee is not scheduled to work, travel time will be paid when the travel time exceeds the current minimum four (4) hours. Travel time will be added to their actual hours worked, and they will be paid the excess hours. Travel time shall be based upon the following time chart:

Plaza	Mile Post	Roundtrip Mileage to TMC	Roundtrip Mileage to NJTA HQ Woodbridge	Time
Bergen	160.5	62	64	1 ¼ hours
Essex	150.7	44	46	1 hour
East Orange	147.1	35	37	¾ hour
Union	142.7	26	28	½ hour
Raritan South	125.4	8	12	¼ hour
Asbury	104.0	50	54	¾ hour
Brick	93.0	75	79	1 ½ hours
Toms River	84.7	94	98	1 ¾ hours
Barneгат	68.9	120	124	2 ¼ hours
New Gretna	53.5	150	154	2 ½ hours
Great Egg	28.8	200	204	3 ¼ hours

- D. Effective and retroactive to July 1, 2004, personal non-revenue tickets will no longer be issued to unit members.

7. 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.

8. Uniforms

A. Maintenance allowance will be paid in a lump sum on the following dates:

- July 1, 2012 -- \$625
- July 1, 2013 -- \$625
- Beginning the first bi-weekly pay period beginning on or after July 1, 2014, the maintenance allowance shall be \$19.23 per bi-weekly pay period

B. An annual shoe allowance of one-hundred five dollars (\$105.00) will be paid on July 1, 2012, July 1, 2013, July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 1, 2018 and July 1, 2019. Employees who do not wear their safety shoes while on duty will be subject to progressive discipline.

C. Supervisors will be provided two sweaters.

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

ALLOWABLE TRAVEL TIME – ROUND TRIP

Locations	Roundtrip Mileage	Allowable Time
Asbury Park – Raritan	47	¾ hour
Asbury Park - Toms River	50	1 hour
Asbury Park – Barnegat	95	1½ hours
Asbury Park - Great Egg	156	2¾ hours
Barnegat – New Gretna	36	½ hour
Barnegat - Great Egg	85	1½ hours
Brick – Raritan	67	1¼ hours
Brick – Toms River	32	½ hour
Brick – Barnegat	63	1 hour
Brick – New Gretna	95	1½ hours
Brick - Great Egg	145	2¼ hours
East Orange – Bergen	32	½ hour
East Orange – Raritan	43	¾ hour
Essex – Raritan	52	1 hour
New Gretna - Great Egg	62	1 hour
Raritan – Barnegat	117	2¼ hours
Raritan - Great Egg	196	3¼ hours
Toms River – Raritan	88	1½ hours
Toms River – Barnegat	32	½ hour
Toms River – New Gretna	65	1 hour
Toms River - Great Egg	113	1¾ hours
Union – Bergen	39	¾ hour
Union – Raritan	36	¾ hour
Union – Asbury Park	78	1 ¼ hours

- B. In the event an Assistant Plaza Supervisor agrees to work beyond the two (2) mainline plazas north of his base plaza and ramps in between, or the two (2) mainline plazas south of his base plaza and ramps in between, such Assistant Plaza Supervisor will be allowed the appropriate allowable time.
10. Effective November 11, 2013, all members of the bargaining unit shall be required to be enrolled in direct deposit.

SECTION VII - HOURS OF WORK

1. A. The normal schedule shall be forty (40) hours per week, eight (8) hours per day, twenty (20) work days in the span of a scheduled twenty-eight (28) day period. The resulting twenty-eight (28) day schedule will be submitted to the Area Manager at least three (3) weeks in advance and will be posted, after approval, two (2) weeks in advance of the effective date. The Authority and the Union agree to cooperate in an attempt to provide all employees at least

one (1) weekend off per rotation. It is intended that this will be accomplished through a mutual understanding and will not result in overtime assignments. Once a schedule is posted, there will be no changes made other than by mutual consent of the Authority and the employees involved; except that the Assistant Plaza Supervisor may be changed as required to provide relief for unscheduled absences. If a change in the posted schedule is necessary, the Authority will notify the Union in writing five (5) days in advance.

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

B. Reassignment of Assistant Plaza Supervisors:

- (1) An Assistant Plaza Supervisor may be assigned to his base plaza, the two (2) mainline plazas north of his base plaza and ramps in between, or the two (2) mainline plazas south of his base plaza and ramps in between. In addition, Assistant Plaza Supervisors may be assigned anywhere within their district (for districts see 3B below), with the exception of the Floating Assistant Plaza Supervisor at Raritan South who cannot be assigned to New Gretna or Great Egg plazas.

Effective September 15, 2013, a Summer Assistant Plaza Supervisor may be assigned to his base plaza, the two (2) mainline plazas north of his base plaza and ramps in between, or the two (2) mainline plazas south of his base plaza and ramps in between.

- (2) Plaza Supervisors will: (1) assign Assistant Plaza Supervisors to cover Supervisor's scheduled absence at their Plaza or other plazas; and (2) reassign Assistant Plaza Supervisors from another plaza to fill in for vacant shift at their plazas.
- (3) When it is necessary to assign an Assistant Plaza Supervisor to another Plaza, the following procedure will be used:
 - a) Floating Assistant Plaza Supervisors will be the first to be reassigned for a period of less than five (5) days, except if he/she (Floating Assistant Plaza Supervisor) is not covering for a Plaza Supervisor, and if an Assistant Plaza Supervisor at the adjoining Plaza is not covering for an absent Plaza Supervisor at his/her assigned Plaza, such Assistant Plaza Supervisor will be reassigned to cover the absence at the adjoining Plaza. If there is more than one Assistant Plaza Supervisor not covering for an absent Supervisor, then the least senior Assistant Plaza Supervisor shall be reassigned. There shall be seven (7) floating Assistant Plaza Supervisors who shall be assigned to Bergen, Essex, East Orange, Union, Raritan, Brick and Great Egg Plazas.

- b) Scheduled long-term absences (for a period of not less than 28 days) of Supervisors at Plazas where no Assistant Plaza Supervisors are assigned, the vacancy will first be offered to the senior regular Assistant Plaza Supervisor of the adjoining mainline Plaza.
- (4)
 - a) Plaza Supervisors will be able to bid according to seniority on absences of a Plaza Supervisor of more than 28 days at their assigned Plazas.
 - b) Any supervisor who returns from a long-term illness midweek will return to their regular schedule on the following Monday.
 - c) Any supervisor whose regular shift is the one shift who bids into a three shift will not receive overtime payments for either shift when reverting to their regular schedule.
 - d) The parties agree that the application of 4(a) of this section may be in conflict with other parts of this section and is not subject to the grievance procedure.
 - e) Travel allowance time will be paid to all Assistant Plaza Supervisors when their reassignment exceeds fifteen (15) miles or more in one direction.
- (5)
 - a) A floating Assistant Plaza Supervisor will first cover all Plaza Supervisor absences at his/her assigned Plaza unless needed at another Toll Plaza where no Assistant Plaza Supervisor is available.
 - b) Whenever a floating Assistant Plaza Supervisor is scheduled to cover the absence of a Plaza Supervisor at his/her base Plaza and the need arises for coverage of an unscheduled absence at another Plaza where no Assistant Plaza Supervisor is available, the floating Assisting Plaza Supervisor's schedule can be changed to provide coverage for the unscheduled absence provided it is for a period of five (5) days or more.
- 2. A.
 - (1) Area Managers will submit a yearly Plaza Supervisor schedule (posted in October and effective on the first Monday of a new schedule that begins in January) with a designated open shift.
 - (2) The Plaza Supervisor may submit an alternate schedule providing the open shift remains the same. For the Plaza Supervisor's schedule to be considered, three (3) out of four (4) Plaza Supervisors must be in agreement and said agreement to be submitted to Area Managers by

November 1 or the initial schedule devised by the Area Managers will be the schedule worked at the plaza.

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

ASSISTANT PLAZA SUPERVISOR HOURS

SECOND SHIFT	THIRD SHIFT
6:00 A.M.-2:00 P.M.	2:00 P.M.-10:00 P.M.
6:30 A.M.-2:30 P.M.	2:30 P.M.-10:30 P.M.
7:00 A.M.-3:00 P.M.	3:00 P.M.-11:00 P.M.
7:30 A.M.-3:30 P.M.	3:30 P.M.- 11:30 P.M.
8:00 A.M.-4:00 P.M.	4:00 P.M.-12:00 A.M.
	11:00 A.M.-7:00 P.M.*

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

- B. It is recognized of course that individual changes in the above shift schedule may be made by mutual agreement of the Union and the Authority.
 - C. Plaza Supervisors may pick steady shifts according to seniority.
 - D. Promotions and Transfers. A newly promoted or transferred supervisor will complete the current 28-day schedule of the person who vacated the position. Thereafter, such newly promoted or transferred supervisor will be assigned a regular shift in accordance with the provisions of this agreement.
3. A. Employees will be docked for lateness exceeding ten (10) minutes, calculated to the nearest fifteen (15) minutes.
- B. The roadway shall be split into five (5) areas as outlined below:

NORTHERN DISTRICT

AREA 1	AREA 2
BERGEN Saddle Brook Clifton North and South Pascack Valley Paramus North and South	EAST ORANGE Bloomfield North and South
ESSEX Passaic North and South Watchung North and South	UNION Union Ramp Irvington North and South

SOUTHERN DISTRICT

AREA 3	AREA 4	AREA 5
RARITAN SOUTH Keyport Matawan Holmdel North and South	ASBURY PARK Eatontown Red Bank North and South	BARNEGAT Lacey North and South Waretown North and South
	BRICK NORTH Brick South Belmar North and South Lakewood North and South	NEW GRETN
	TOMS RIVER Berkeley North and South	GREAT EGG Somers Point Cape May Wildwood North and South

The term "district" is applicable to this section only.

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

The Authority will not schedule an employee on the #1 shift if, on the previous day, the employee was absent from his #3 shift as a result of a PSA, Single Vacation Day, or Comp Day.

4. In the event of an illness, an employee will call in at least two (2) hours before his/her scheduled reporting time, except if he/she is scheduled on the 2-shift series in which case he/she must call in at least one (1) hour before his/her scheduled reporting time.
5. As practiced, in emergency weather conditions, with notice by employee, a late arrival to work will not prevent the employee from completing his/her scheduled tour of duty.
6. Employees called in prior to their regular shift shall be guaranteed one (1) hour work or pay in lieu thereof, and any employee held over his/her regular shift shall be guaranteed two (2) hours work or pay in lieu thereof. Any fraction thereof shall be counted to the next hour.

7. Compensation time will be granted to employees in recognition of their loss of break-time, lunch time and time spent in relieving each other between shifts based on the following:
- effective January 1, 2014, sixty-four (64) hours of comp time will be granted to an employee per calendar year;
 - effective January 1, 2015, forty-eight (48) hours of comp time will be granted to an employee per calendar year;
 - effective January 1, 2016, forty (40) hours of comp time will be granted to an employee per calendar year; and
 - employees who enter the union on or after November 10, 2014 will be granted forty (40) hours of compensation time per calendar year.

Time off will be granted when requested five (5) days in advance, except for holidays or when another Supervisor from the same Plaza has already been granted time off.

Compensatory time may be accumulated on a yearly basis from January through December 31. Compensatory time must be used in the calendar year in which it is earned. Compensatory time not used in the calendar year in which it earned shall be forfeited. Compensatory time shall be prorated in year of separation and year enter bargaining unit.

Effective November 11, 2013, the Authority agrees to pay ten (10) minutes of overtime per day to provide for swing period for plaza supervisors and assistant plaza supervisors working a 24/7 schedule. The ten (10) minutes of overtime is paid for only hours worked and does not apply to sick, vacation, temporary disability or any other non-working time. No employee can earn the ten (10) minutes of overtime when working consecutive shifts at the same plaza. The employee will earn the 10 minutes of overtime for consecutive shifts at the same location only for the second of the two consecutive shifts.

8. Employees who work consecutive shifts at different toll plazas shall be paid for continuous hours. The employee who is heldover awaiting the employee traveling from another plaza receives ten (10) minutes of overtime consistent with SECTION VII – Hours of Work, Paragraph 7, third paragraph. In addition to the ten (10) minutes of overtime, the maximum additional compensation for such a holdover is fifty (50) minutes of overtime.

SECTION VIII - OVERTIME

1. For overtime purposes, the earned rate will consist of regular salary earnings including longevity allowance and shift differential.
2.
 - A. Employees will be paid time and one-half for overtime in excess of forty (40) hours in any given work week or in excess of eight (8) hours in any work day.
 - B. When an employee is called in to work the shift immediately prior to his/her regular shift, such hours worked prior to the regular shift shall be paid at the rate of time and one-half and shall also count toward computation of the eight (8) hours after which overtime shall be paid per 2. A. above.
3. Absent hours considered as excusable will be considered as hours worked for determining overtime. Excused time for Union business shall be considered "excusable."
4. Plaza Supervisors shall first obtain approval for overtime with their Area Manager. If overtime is deemed necessary, the Supervisor will be responsible for contacting Supervisors assigned to that Plaza. If none are available from the plaza, the Supervisor shall offer overtime to all supervisors in the area (said offer is chargeable on the equalization chart). If none are available from the area, the Supervisor shall utilize the out of area overtime time chart (the distribution of overtime from out of area overtime shall not be subject to grievance). Overtime, when available at each Plaza, shall be rotated on a seniority basis and equalized among all Plaza Supervisors and Assistant Plaza Supervisors. A chart of overtime worked shall be maintained. Anyone refusing overtime when requested will be recorded and charged on the chart of overtime as if such time was worked. In the event no one is available for overtime in the Plaza involved, overtime shall be offered to Supervisors in adjacent Plazas. If such Supervisors work overtime in the adjacent Plaza, such time shall be charged and recorded as overtime worked in his/her Plaza. Anyone refusing overtime in the adjacent Plaza to work in the other Plaza shall not be recorded and charged as stated above.

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

No CAP collector or collector will be used as a Plaza Supervisor, unless there are no Plaza Supervisors or Assistant Plaza Supervisors available. Whenever the Authority determines a replacement is needed for absent or re-assigned Assistant Plaza Supervisor, then such replacement will be made from among available members of local 193's bargaining unit, overtime notwithstanding.

5. When an Assistant Plaza Supervisor is reassigned to work another Plaza for a week or more, said assistant will be charged on the Overtime Equalization Chart at the reassigned Plaza and the amount of hours of that of the Plaza Supervisor with

highest amount of hours on the Equalization Chart. If said assistant agrees to work the overtime at the reassigned Plaza, he/she will be charged on the equalization chart at the base, as well as the reassigned Plaza. If he/she refuses, the assistant will only be charged at reassigned Plaza.

6. New Plaza Equalization Overtime Chart will go into effect the one shift January 1 of each year. Plaza Supervisors and assistants when promoted or transferred into a Plaza will be charged the highest number of hours on the Plaza overtime chart.
7. Supervisors and assistants out of work for a period of 30 days or less due to sickness when returning to work will be charged the least amount of hours on the Plaza overtime chart. Absences of more than 30 days will be charged the highest amount of hours.
8. No overtime may be worked or assigned without prior approval of the Area Manager.

SECTION IX - HOLIDAYS

1. Effective, January 1, 2014, the following twelve (12) days are recognized as paid holidays:

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

2. Effective November 11, 2013, employees who are not scheduled to work on a holiday will be paid for the holiday only if they either work or are on any paid time on both the scheduled workdays immediately preceding and following the holiday. If any time of either scheduled workday is not compensated, the employee will not be compensated for the holiday. If the employee is scheduled to work the holiday, he must work the holiday or receive compensation for the day with including, but not limited to, sick, vacation, comp time, or TDB, to be paid for the holiday. A Union officer released from duty shall be considered on excused absence for the purpose of eligibility for holiday pay. The holiday will be paid during the five (5) day Temporary Disability waiting period.
3. Employees working rotating shifts and scheduled off on the holiday shall receive holiday pay for the holiday in addition to their regular week's basic salary.
4. The holiday period shall be considered to be from the start of the 1-shift series on the day preceding the holiday to the end of the 3-shift series on the day of the holiday.
5. Employees on Workers' Compensation during a period in which a holiday falls will be paid in accordance with the provisions dealing with Workers' Compensation.

6. When a holiday falls within a given work week, and an employee is absent on a work day for sick leave, vacation or excused absence, credit of eight (8) hours will be given towards hours worked.
7. Employees shall be paid, in addition to their paid holiday, one and one-half times (1.5x) their regular hourly rate for regularly scheduled hours worked on any of the holidays listed above.
8. Employees who are held over after working their regularly scheduled shift on any listed holiday shall be paid at the rate of double (2x) time for hours worked beyond their regularly shift and on the holiday.
9. Employees called in on overtime on any listed holiday shall be paid at the rate of double (2x) time for hours worked on the holiday.
10. Employees are eligible to be paid double (2x) time on a holiday only if they have either worked eight (8) hours on the holiday or have no uncompensated hours in their regularly scheduled forty (40) hour work week.

SECTION X - VACATIONS

Vacations with pay will be granted in accordance with the following:

1. 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
attainment of forty (40) days for employees hired before June 30, 1980, and thirty (30) days for employees hired on or before July 1, 2011. All employees hired into full-time service on or after July 1, 2011 shall earn a maximum of twenty-five (25) days.	

Vacation time is earned according to the schedule above and is charged based on scheduled hours per day. Employees who are designated 40 hours per week employees shall earn eight (8) hours of vacation time for each "day" set forth in the schedule above.

2. Policies affecting vacations:

- a) Employment must be continuous to receive the above vacation allowances.
- b) After ninety (90) days of continuous service in the calendar year in which her 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.
- c) Where in any calendar year the vacation, or any part thereof, is not taken due to 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. Thus, the maximum amount of vacation an employee may have at any time is two years worth of earned vacation time. Employees who were hired into full time employment before November 11, 2013 and have an entitlement of more than fifteen (15) days shall have an option to:
 - i. cash in up to a maximum of five (5) of the unused days over fifteen (15) of the current year's entitlement. Only the current year's vacation entitlement is eligible for cash in consideration. With at least three (3) weeks written notice to the Payroll Section, an employee can cash in vacation time according to the above on or about December 10 of each year.
 - ii. employees who are hired into full-time employment on or November 11, 2013 are ineligible to cash in unused vacation time.
- d) Retiring or Deceased Employees. Effective January 1, 2006, 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 1/12th of their vacation entitlement per each month of service worked in the calendar year of separation.

- e) 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.
 - f) If an employee is on unpaid status on December 31 of any year, the employee must have five (5) consecutive days of paid status in the following calendar year to be credited/banked up with vacation time unless the employee received prior approval to use vacation time beginning January 1, in which case the employee will be permitted to use the approved vacation time, but will be required to have five (5) consecutive days of paid status following the vacation to be credited with the remainder of the annual vacation allotment.
 - g) Employees who have more than fifteen (15) days in no pay status, exclusive of workers' compensation, FLA, and FMLA, in the prior year, shall have the current year's vacation time pro-rated based on the amount of regularly scheduled hours worked, which includes all paid time off -- 1,820 hours/year for 35 hours/week employees and 2,080 hours/year for 40 hours/week employee. For example, if a 40 hours/week employee is out on unpaid status for 1,040 hours in the calendar year 2012 and receives a full annual allotment of vacation days that year, the following calendar year -- 2013 -- the supervisor's annual vacation allotment will be pro-rated and the supervisor will receive half of his/her annual vacation allotment. This vacation time adjustment will be made on January 1st, unless an employee separates employment during the calendar year and in such a case the adjustment will be made at the time of separation.
 - h) Employees on leave of absence without pay, exclusive of employees on workers' compensation, shall not accrue vacation, sick and comp time credit for the period of absence and a deduction by twelfths shall be made to vacation, sick and comp time for the calendar year in which the absence occurs. Periods of absence resulting in deductions to vacation, sick and comp time leave credit are those of one continuous month or more with lesser periods not counting.
 - i) The future year's vacation time cannot be used in the current year. For example, 2013 vacation time cannot be used for a vacation in 2012.
3. Vacations will normally be taken in periods of at least five (5) consecutive working days. However, the Area Managers may, at their discretion, allow employees to take vacation periods of less than five (5) consecutive days. Plaza supervisors and assistant plaza supervisors with fifteen (15) or more years of Authority service will be permitted to take up to ten (10) single vacation days, provided that such use of single vacation days does not result in overtime. Approval will not be unreasonably withheld. The individual days must be selected at least five days in advance. Individual days will be limited to one employee per day per Plaza. Such individual

days off may not be scheduled if any Supervisor has scheduled a vacation day or compensatory day.

4. An employee who has notified the appropriate Division Head at least three (3) weeks prior to an approved vacation date will receive, prior to such vacation date, the earned vacation pay for the scheduled vacation time providing the earned vacation pay is not less than five (5) days vacation pay.
5. Vacation will not accrue to any employee while he/she is on extended active duty with a Military Leave of Absence 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 the commencement of such leaves. Employees shall accrue vacation entitlement time while on Worker's Compensation.
6. Any employee who resigns, or is separated for reasons other than misconduct, will receive pay in lieu of vacation on a prorated basis.
7. Vacations shall be permitted on year-round basis. Summer vacations of ten (10) days in consecutive order are permissible from May 15th to September 15th for employees entitled to three (3) or four (4) plus weeks vacation and five (5) days for Supervisors entitled to two (2) weeks. Employees entitled to one (1) week vacation may select their week in the summer if any period is open. If any summer periods are open, employees may take vacations in excess of ten (10) consecutive days by virtue of their 2nd, 3rd or 4th selection.
8. In accordance with posted vacation schedules, selections will be made in order of seniority as follows:

1st Selection

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

2nd Selection

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

3rd Selection

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

4th Selection

4-plus week employee	*Select 1 week or 2 consecutive weeks any time of the year.
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Vacation time shall be selected in the following format:

1. Five-day blocks shall be selected first.
2. Odd-day blocks – 2 to 4 consecutive vacation days – shall be selected second.
3. Single vacation days shall be selected last.

At all plazas, only one (1) employee is permitted to be on vacation per day. "Day" shall be defined as the start of the #1 shift through the end of the #3 shift.

9. Four-plus week and three week employees may take up to their full allowance in the winter period, so long as the vacation weeks are selected in accordance with Paragraph 8 above.
10. Requests for vacations will be submitted to the Area Manager on the Vacation Request Form 65-30 T (Rev. 1) between September 15 and November 15, inclusive for the following year. Employees will select their vacations in order of seniority, with each employee given two (2) to five (5) days to make his/her choice as his/her turn arrives. Failure to select his/her period in his/her allotted time will result in his/her being dropped to the bottom of the Plaza roster.
 - A. These employees may select in seniority order after all others have selected theirs. Vacation selections must be completed by December 15, for the following year.
 - B. Failure to select a vacation by December 15, will result in the Area Manager assigning one. All vacation schedules must be completed by December 31st.
11. Newly assigned employees will be granted vacation days off in accordance with their eligibility and with the approval of the Area Manager.
12. 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.

13. Assistant Plaza Supervisors will have the opportunity to select one (1) full week of vacation between the period of July 1st and Labor Day. An Assistant Plaza Supervisor may avail himself to this clause only if during the ordinary course of vacation selection no weeks of vacation are available during said period. This provision is subject to the following conditions:
- If in the ordinary course of vacation selection, full week(s) of vacation are available during said period, and an Assistant Plaza Supervisor elects not to select one (1) of the weeks, he will forfeit his right to exercise this provision.
 - If no weeks of vacation are available during said period, Assistant Plaza Supervisors will be allowed to select one (1) week of vacation during the period.
 - At no time may more than two (2) members of the bargaining unit, who are assigned to the same plaza, be on vacation on the same week.

SECTION XI - SENIORITY

1. The following procedures will govern all cases of rehiring, layoffs, promotions, or demotions due to increasing or decreasing forces.
2. Seniority shall be based upon time in grade. In the event more than one person has the same date of rank, the person with more time in grade in the next lower grade will be most senior. If more than one person shares the same date of rank of the next lower grade, then the person with the earlier date of hire shall be most senior. If more than one person shares the same date of rank and the same date of hire, then alphabetical order shall determine seniority. As used in this clause, "date of hire" means the date the person started in the Tolls Division, not on the Parkway in case of transfer from another Division.
3. If a member in a higher classification reverts to a lower grade, they will revert to the date of rank held when in that grade. If they revert to a grade not previously held, they will use the date of rank of the next higher grade held in the bargaining unit. Any person promoted out of the bargaining unit who reverts to a position in the unit will be credited only with service previously spent in rank in the bargaining unit.
 - A. Should such employee (one promoted out of the bargaining unit) return to the unit due to his/her failure to successfully complete the probationary period, the employee may exercise bumping rights pursuant to the procedures of Paragraphs C and D below. However, should such employee return to the unit after he/she has successfully completed the probationary period and served in the new position, he/she may return to the lowest classification in the unit as the least senior person in such classification.
 - B. Should an employee be demoted within the bargaining unit, such employee may exercise bumping rights pursuant to Paragraphs C and D below.

- C. An employee who has been displaced, for a reason other than a Decrease in Force as set forth in Paragraph 5 below, will have the right to displace a less senior employee in the same grade at the location of his/her choice.
 - D. If there is no suitable location where his/her seniority permits him/her to displace a less senior employee, the employee may exercise the same option in the next lower grade within the bargaining unit.
4. A. Open positions for Plaza Supervisor and Assistant Plaza Supervisor that are created by increase in force, termination, resignation, promotion, transfer, or any other reason, will be posted for bid for a period of five (5) days in all plazas. The position will be filled by the most senior person bidding on the opening. A copy of all transfer and downgrade requests will be sent to the Union. Positions that become open as a result of filling transfer requests will be filled and/or posted in the same manner. This applies only to members of the unit, and not to Toll Collectors seeking promotion or being promoted to Assistant Plaza Supervisor.
- B. New promotions will next be made on the basis of seniority for openings left after transfers have been made in accordance with paragraph 4. A above of this Section XI from:
- (1) The most senior employee who previously held the job and was downgraded due to a reduction in force.
 - (2) The most senior employee in the next lower ranked position in the unit. In the event a question arises as to the qualification of this senior employee, such employee will be given up to seven (7) months to prove his/her ability. Should the Authority feel that any employee does not meet the job requirements within said seven (7) months, the matter will first be discussed with the President (or his/her designated representative) of the Union before a decision is made. If employee is retained in the job over said period he/she will be considered qualified unless such period is mutually extended. If such employee is unsatisfactory and returns to his/her previous position, he/she will be precluded from exercising his/her right under this clause for a period of two (2) years from the date of his/her return to his/her previous position.
- E. New entries in this unit or employees promoted will be subject to a probationary period of six (6) months except that employees who have completed the six (6) month probationary period in the Assistant Plaza Supervisor classification and are promoted to Plaza Supervisor, and have more than thirty (30) months of service as an Assistant Plaza Supervisor then said six (6) months shall be reduced to three (3) months. The Authority shall then have a period of thirty (30) days thereafter to determine whether such employee is qualified or not. The seniority date will be the date of hire into unit or date of promotion as the case may be. Time spent during

probationary period prior to layoff or military leave or disability shall be counted toward the probationary period. Once the successful bidder is placed into the position and completes the probationary period, his/her seniority shall be effective on the date the bid was removed.

Effective 1/1/2000, the Authority shall have sole discretion in extending promotional probationary periods. All current bargaining unit members shall be granted at least one (1) promotional probationary extension.

5. Decrease in Force

- A. In the event of a roadway decrease in force due to a layoff, reduction in force, or an operational change, employees may need to be reassigned. If employees need to be reassigned, their reassignment will be determined by a one-step process based on seniority. Specifically, employees shall select their plaza assignments, and the shift assignments they wish to work at the plazas they select, based on seniority. Employees must make their selections within forty-eight (48) hours of notification from the Authority. There shall be no return rights under this process. In subsequent years, shift selection shall be determined in accordance with Section VII, Hours of Work.
- B. If there is no suitable location where his/her seniority permits him/her to displace a less senior employee, the employee may exercise the same option in the next lower grade within the bargaining unit.
- C. If there is no suitable location within the bargaining unit where his/her seniority permits him/her to displace a less senior employee, the employee may elect to return to the Toll Collectors Bargaining unit if a position is available. However, in the event the Union negotiates an Agreement with Local 196 to permit such employee to exercise his/her seniority hereunder in said bargaining unit, then such employee may displace any such less senior employee in that unit.
- D. Employees who return to the Toll Collectors bargaining unit shall retain all longevity rights and seniority rights as negotiated with Local 196.
- E. If an employee is precluded from selecting a position through any of these options, the employee may accept another position with the Authority if available.
- F. Employees who have been laid off will retain all their seniority and longevity rights for a period of two years from the last date worked. Any employee laid off for more than two years will receive credit for former service if recalled by the Authority.
- G. In the event of a layoff, no new entries into the unit may be permitted in either unit until those laid off have been given the opportunity to be recalled. Any laid off employee entitled to recall hereunder including those retained by the

Authority in other positions shall be recalled prior to any new entries in this bargaining unit or Toll Collectors or prior to any transfer of all Collectors to this bargaining unit:

- (1) When job openings become available, the bumped, eliminated and/or recalled employees shall be returned to their respective Plaza, based on seniority, and shall subsequently be returned to their original job title and shift once they become available, on a seniority basis. Such procedure shall take precedence over recall from layoff.
- (2) In the event of a layoff, the Authority agrees to give all employees and the Union seventy-five days advance notice or pay in lieu thereof. (3) Any employee who bumps to a lower rated job shall not have his or her rate of pay immediately prior to such bump reduced, until the expiration of two (2) months after the employee physically assumes the lower position. Thereafter, such employee will receive the top rate of the position into which the employee bumps.

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

6. An employee may resign at any time with all benefits to which he/she is entitled, except an employee terminated for possession or use of drugs, theft or unauthorized possession of Authority property, possession of illegal weapon or felony conviction will forfeit the right to such benefits.
7. In the event of layoff, employee will receive seventy-five (75) days advance notice or pay in lieu thereof.
8. Any employee receiving notice of layoff shall within forty-eight (48) hours of receipt thereof inform the Authority of the position on which he/she will exercise his/her seniority rights in order that the Authority may give the notice to such employee to be replaced as required above.
9. The Authority will notify the Union of all openings and/or elimination of positions in the unit before advising employee of same.
10. The Authority will supply the Union with a copy of completed Payroll Advice, when issued, that affects any employee in the bargaining unit.

SECTION XII - COMMITTEES

1. The Authority agrees to release from duty with pay representatives of the Union for the purpose of attendance at meetings with representatives of the Authority. In the case of grievance meetings or disciplinary hearings, two (2) Union representatives will be released from duty with pay, and in the case of contract negotiating meetings and bi-annual Labor Management meetings, five (5) Union representatives will be released from duty with pay. If, because of shift assignments or vacation a Union representative is not scheduled to work at the time of the meeting, he/she will be released from duty with pay when he/she is scheduled to work to compensate him/her for his/her attendance at the meeting.
2. Two (2) Union representatives shall be released from duty with pay for attendance at arbitration hearings.
3. The Authority with notice of at least one (1) week and its approval and upon request will release from duty without pay representatives of the Union for the purpose of conducting other forms of Union business. Such approval of the Authority will not be unreasonably withheld. The Authority with at least one week prior written notice agree to release from work assignment with pay officials of the Union for the purpose of attending State or International Conventions, limited to not more than four employees at one time for State Conventions and three employees at one time for International Conventions. The foregoing is further limited to not more than four weeks per calendar year.
4. The Union and the Authority will keep each other advised of the names of their respective representatives.
5. Pursuant to agreed scheduling between the parties, release time for Union representatives for the purpose of handling Union-Authority matters will be granted as follows:
 - effective November 11, 2013, up to twenty-four (24) hours per week;
 - effective January 1, 2015, up to sixteen (16) hours per week;
 - effective January 1, 2016, up to eight (8) hours per week.

Such time shall be considered excused absence with pay. The Authority may or may not fill the absence created thereby.

6. Local 193 will submit its release time requests three (3) weeks in advance of the posting of the 28-day schedule.

SECTION XIII - GRIEVANCE PROCEDURE

1. The parties recognize their mutual responsibility to avoid strikes and to quickly resolve all problems that arise. There will be three (3) steps for processing contractual 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 Director of Tolls. The Director of Tolls or his designee, 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 Director of Tolls will give the written answer within five (5) days.

STEP 2:

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

STEP 3:

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

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

2. All grievances resulting from disciplinary actions shall be limited to a one (1) step hearing procedure and shall be presented within ten (10) working days of the decision imposing discipline. In these cases, the Director of Human Resources or his/her designee shall appoint the Hearing Officer.
3. The foregoing time limits may be lengthened by mutual agreement.
4. 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.

5. 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.
6. Members of the Union Grievance Committee, not to exceed five (5), will be released from duty (two (2) with pay) for those shift hours they attend a grievance meeting. Each party may have a legal representative at the second step meetings.
7. The Union and the Authority may consider referring a grievance to arbitration in accordance with Section XIV by mutual agreement at any time.
8. Employees who are the subject of a grievance or arbitration hearing shall return to duty after such hearing.

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. If a response to a request for arbitration disagrees as to the arbitrability of the dispute, either party may request a conference to discuss the arbitrability of the dispute, and to seek to resolve the difference between the parties.
 - B. A copy of the Union's filing for arbitration with the Public Employment Relations Commission shall be forwarded to the Labor Relations Manager.
3. Only one request shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.
4. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing.
5. In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the Authority retains all its rights to manage the activities of the Authority, including (but not limited to) the right to determine the methods and

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

6. If a final 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 for the job classifications of Plaza Supervisor and Assistant Plaza Supervisor are attached hereto as Exhibit "B" and made a part of this Agreement. Job descriptions are for informational purposes only. They are not contractual.
2. If a Supervisor is requested and elects to perform work of a higher classification, he/she will be compensated at the appropriate step in the higher salary range for the time spent. The Union will be notified in advance of such assignments. In case of emergency (where Supervisor must leave job immediately) the Union will be notified as soon as possible. Whenever a temporary vacancy (that is not filled by application of "Increase In Force" procedures Section XI, paragraph 4) occurs in

any job for a shift tour of eight (8) hours or more, Supervisor in the Plaza involved and the adjacent Plazas shall be assigned to fill the temporary vacancy.

3. If an Assistant Plaza Supervisor is requested and elects to perform work of a Plaza Supervisor, he/she will be compensated for all hours worked at the start rate for a Plaza Supervisor. Whenever a temporary vacancy (that is not filled by application of "Increase In Force" procedures Section XI, paragraph 4) occurs in any job for a shift tour of eight (8) hours or more, the Assistant Plaza Supervisor in the Plaza involved and/or the Assistant Plaza Supervisor(s) in the two (2) mainline plazas north of the Plaza involved and ramps in between, or the two (2) mainline plazas south of the Plaza involved and ramps in between, shall be assigned to fill the temporary vacancy.
4. Temporary Plaza Supervisor and Temporary Assistant Plaza Supervisor:
 - Effective November 11, 2013, the Authority shall be permitted to assign a full-time Toll Collector as a temporary substitute for an Assistant Plaza Supervisor who has been either summarily suspended for theft and/or pilferage. The Authority shall be permitted to make this temporary assignment on the first day after the employee has been summarily suspended for theft and/or pilferage. If a Plaza Supervisor is either summarily suspended for theft and/or pilferage, he shall be replaced by an Assistant Plaza Supervisor, and the Assistant Plaza Supervisor, who is assigned to work as a Plaza Supervisor, shall be replaced by a full-time Toll Collector. The Assistant Plaza Supervisor who fills in for the Plaza Supervisor shall be determined by past practice.
 - If an Assistant Plaza Supervisor has been absent for a period of thirty (30) or more calendar days for sick leave, temporary disability, worker's compensation, leave of absence, or suspension for reason other than theft or pilferage, on the 30th day, the Authority shall be permitted to assign a full-time Toll Collector as a temporary substitute for the absent Assistant Plaza Supervisor. If an absence due to any of the above circumstances is known from the outset to exceed thirty (30) calendar days, the Authority is permitted to assign a full-time Toll Collector as a Temporary Assistant Plaza Supervisor as soon as it becomes aware the absence will be for longer than 30 days. The Assistant Plaza Supervisor who fills in shall be determined by past practice.
 - If a Plaza Supervisor is absent for any reason and for any period of time, the Authority may assign an Assistant Plaza Supervisor as a temporary substitute for the absent Plaza Supervisor. The Assistant Plaza Supervisor who fills in for the Plaza Supervisor shall be determined by past practice. If the Plaza Supervisor's absence is known from the outset to exceed thirty (30) calendar days, the Authority is permitted to assign a full-time Toll Collector as a temporary substitute for the Assistant Plaza Supervisor who is substituting for the Plaza Supervisor.

SECTION XVI - INFORMATION

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

SECTION XVII - DEATH IN IMMEDIATE FAMILY

1. Any employee who is absent from work because of the death, funeral or other matters shall be entitled to the following paid release time up to five (5)-bereavement days for:
 - Spouse
 - Child
 - Parent
 - Brother
 - Sister
 - Step-child
 - Step-parent
 - Step-brother
 - Step-sister

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

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

The employee will provide reasonable verification of the death.

2. It is further understood an employee on vacation or any other absence may elect additional days off with pay to substitute for those on vacation or other paid absence. If a person is on workers compensation, this paragraph 2 does not apply. However, if such employee has either exceeded or not met his maximum Supplementary Worker's Compensation Benefits under Section XXIV, paragraph 10, the employee shall be given an additional 3 or 5 days, as appropriate, of supplementary workers compensation benefits for that compensable injury.
3. 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.

SECTION XVIII - COURT LEAVE AND OTHER EXCUSED ABSENCE

1.
 - a. When called for jury duty or subpoenaed as a witness to court by a sanctioned officer of the court or by the Authority's management, an employee will be released from duty for their regular scheduled time and paid his/her regular salary for the time released or for the day for jury duty that he/she is required to be in court as certified by submission of the appropriate court notice to the Director-Tolls. If notice for jury duty is given prior to posting of the work schedule and the absence is more than two (2) days per week, the Authority shall reschedule to provide said employee with Saturday and Sunday off. If notice is given after posting of the work schedule, the temporary vacancy provision under Section VII will govern. This provision shall not apply where the employee is either a plaintiff or a defendant in the case, unless the employee and the Authority are co-defendants or for matters of workers compensation.
 - b. Employees will be released with pay up to a maximum of sixteen (16) hours for worker's compensation court per calendar year.
2. Employees will also be excused with pay when ordered to appear for a pre-induction physical examination for the military or for reasons of an annual military disability pension review.
3. Unless otherwise provided, all periods of military leave, sick leave and other authorized absences are included in the computation of an employee's continuous service.
4. Leaves of absence without pay for bona fide personal reasons, such as personal or family emergencies, circumstances beyond the control of the employee, or for similar reasons, will be granted as follows upon request. Should a dispute arise over the foregoing, the Authority agrees to expedite resolution through the Director of Human Resources or the Executive Director prior to the effective date of the requested leave.

Employees with one year service - 2 weeks

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

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

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

SECTION XIX - MILITARY LEAVE OF ABSENCE

1. Military Leave of Absence is permission granted an employee to be absent from his/her regularly prescribed duties at the New Jersey 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 to 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.

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

The employee who expects to go on short-term active duty should notify his/her supervisor as soon as possible. The employee will forward a legible copy of his/her official orders to his/her Department Head with a written request for Short-term Military Leave. A copy of the request should be initiated by the Department Head and forwarded to the Director of Human Resources along with the copy of his/her official orders and Payroll Advice.

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

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

If anything above conflicts with or is inconsistent with federal and/or New Jersey law governing military leave, then federal and/or New Jersey law shall control.

SECTION XX - LEGAL APPLICATION

1. Either party to this Agreement may seek legal relief or enforcement of the provisions herein.
2. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the

specific portion of the Agreement affected by such decision, whereupon the parties agree to negotiate immediately a substitute for the invalidated portion thereof.

3. In connection with the consolidation of the New Jersey Highway Authority with the New Jersey Turnpike Authority, the Authority hereby agrees to abide by the terms of P.L. 2003, chapter 79, which provides, in relevant part, that:
 - (a) The officers and employees of the Highway Authority are transferred to the New Jersey Turnpike Authority and shall become employees of the Turnpike Authority until determined otherwise by the Turnpike Authority. Nothing in this act shall be construed to deprive any officers or employees of the Highway Authority of their rights, privileges, obligations or status with respect to any pension or retirement system. The employees shall retain all of their rights and benefits under existing collective negotiation agreements or contracts until such time as new or revised agreements or contracts are agreed to. All existing representatives shall be retained to act on behalf of those employees until such time as the employees shall, pursuant to law, elect to change those representatives. Nothing in this act shall affect the civil service status, if any, of those officers and employees.
 - (b) All debts, liabilities, obligations and contracts of the Highway Authority, except to the extent specifically provided or established to the contrary in this act, are imposed upon the Turnpike Authority, and all creditors of the Highway Authority and persons having claims against or contracts with the Highway Authority of any kind or character may enforce those debts, claims, and contracts against the Turnpike Authority as successor to the Highway Authority in the same manner as they might have had against the Highway Authority, and the rights and remedies of those holders, creditors and persons having claims against or contracts with the Highway Authority shall not be limited or restricted in any manner by this act.
 - (c) All rules and regulations of the Highway Authority shall continue in effect as the rules and regulations of the Turnpike Authority until amended, supplemented or rescinded by the Turnpike Authority in accordance with law.

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 renegotiation shall not adversely affect or impact upon the wages and/or benefits provided under this Agreement.

SECTION XXI – SCHOLARSHIPS

1. Effective September 30, 2007, the Scholarship Policy is eliminated.
2. Effective November 11, 2013, the Harry Laderman Scholarship is eliminated.
3. Effective September 30, 2007, the Authority shall offer 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) day's sick leave per calendar year. For 40 hours per week employees, one "day" equals eight (8) hours of sick time. Therefore, a 40 hours per week employee is entitled to a maximum of one-hundred and twenty (120) hours of sick leave per calendar year. If an employee leaves the Authority or dies during the calendar year, the 15 days per year benefit entitlement will be prorated. Absence from work because of a job-connected injury will not be subtracted from an employee's sick allowance. Effective January 1, 2008, for the purpose of prorating Sick and Personal Leave entitlement 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. An employee's current sick bank in the calendar year of retirement, death, or resignation in good standing will be paid on a prorated basis to reflect months of service worked in the year of retirement or death at the rate of 1/12 per each full month. Sick Leave shall not be payable to an employee who has been terminated as a result of a disciplinary action subject to the Grievance Procedure.
 - Employees hired into full-time service after June 30, 1999: At retirement, death, or resignation in good standing, employees shall be paid for their unused, accrued sick time at their current rate, but there shall be a \$15,000 cap on the gross payment of unused sick time.
 - Employees hired into full-time service on or before June 30, 1999:
 - (i) who have hours in their Sick Leave bank with a value greater than fifteen thousand dollars (\$15,000) as of January 1, 2013 shall have the value of their Sick Leave bank capped as of January 1, 2013 ("capped amount of sick leave"). Therefore, the maximum value of Sick Leave such employees can be paid at retirement, death, or resignation in good standing, is the value as of January 1, 2013. Affected employees will always be allowed to "earn" more Sick Hours. But for purposes of payment for Sick Leave hours at retirement, death, or resignation in good standing, employees will never be paid at the time of separation a value greater than they had in their Sick Leave bank as of January 1, 2013.

- (ii) have hours in their Sick Leave bank with a value less than fifteen thousand dollars (\$15,000) as of January 1, 2013, shall at retirement, death, or resignation in good standing be paid for their unused, accrued sick time at their current rate, but there shall be a \$15,000 cap on the gross payment of unused sick time.
- (iii) If after January 1, 2013, an employee uses sick leave resulting in a reduction in the value of an employee's "capped amount of sick leave," the employee may accrue additional sick leave up to the employee's capped amount of sick leave for which the employee shall be paid at retirement, death or resignation in good standing.
- (iv) Unused, accrued sick leave shall be paid at the employee's current hourly or daily rate at the time of retirement, death or resignation in good standing, but in no event shall the amount paid exceed the capped amount of a employee's sick leave.

Notwithstanding anything to the contrary set forth above, if during the term of this collective negotiations agreement, any legislation applicable to the Authority is enacted regarding the payment of accrued sick time to employees at the time of separation, such legislation shall apply to members of this bargaining unit in accordance with the terms of the legislation.

- 3. Employees will accrue 1 1/4 days Sick Leave per month up to the maximum of fifteen (15) days in one (1) year, although they would not be eligible to take any days off with pay during the first three (3) months of employment. Employees who are hired up to and including the 15th day of any month will be considered to have worked a full month. Employees who are hired after the 15th will be considered to have been employed on the first of the following month.
- 4. Absence because of illness in the immediate family (same as Death in the Immediate Family, Excused Absence Policy) will be charged against the employee's accumulated sick leave.
- 5. After one (1) year of service, five (5) days, and after twenty years of service, seven (7) days out of the fifteen (15) sick days may be used for personal leave at the option of the employee. Personal leave will be granted subject to the following restrictions:
 - (1) None will be granted on a holiday.
 - (2) Personal leave days are not cumulative.
 - (3) Personal leave days will not be substituted for any prior or unexcused absences without pay.
 - (4) No more than one (1) person per day at a Toll Plaza unless approved by the Area Manager.

- (5) Five (5) days prior written notice in order to be properly scheduled.
- (6) Personal leave days not used within the calendar year will remain credited as sick days.
- (7) In the event of emergency, five (5) days written notice may be waived at the discretion of the Director of Toll Collection.

6. Regulations

- A. Benefits shall be calculated on the basis of employees' base rate of pay. Payment of shift differential for all sick time shall be eliminated.
- B. Effective November 11, 2013, sick absences shall be charged on actual hours used.
- C. An employee will qualify for benefits on completion of three (3) months of active and continuous service. By active and continuous service is meant periods of employment for which credit is given under this plan. Credit is given for the periods of an employee's service from his/her continuous service date, i.e., the date of his/her current employment, but there shall be deducted therefrom, for the purpose of determining his/her length of service, all off-duty periods during which the employee is absent because of
 - (1) Personal business when such absence exceeds 13 consecutive weeks.
 - (2) Other reasons over which the employee has control when such absence exceeds 13 weeks.
- D. An employee who has completed six (6) 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 (6) consecutive months of active and exclusive service or
 - (2) After resignation
- F. Employees may be required to submit a medical certificate signed by a physician showing that the absence is due to illness or accident within the meaning of this plan. Illness or accident occurring when an employee is not on duty will serve to qualify such employee for benefits under this plan

except where such illness or accident occurs while he/she is on a military leave of absence, or leave of absence granted for personal business.

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

- G. 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.

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

- K. 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.
 - L. In the application of this plan, the records of the Authority shall be used in determining an employee's length of service and wages.
 - M. Employees shall not accrue sick entitlement time while on either an unpaid leave of absence of (30) days or longer pursuant to SECTION XVI, Court Leave and Other Excused Absence, Paragraph 4, or a disciplinary suspension of thirty (30) days or longer.
7. Employees hired into full-time employment on or after November 11, 2013 are ineligible to cash in accumulated, unused sick time. Employees hired into full-time employment before November 11, 2013 may at the conclusion of 2013 convert up to ten (10) days of accrued credits for that calendar year to cash payment. 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 and at the current year's rate. Effective December 31, 2013, no employee shall be permitted to cash in accumulated, unused sick time.

SECTION XXIII - TEMPORARY DISABILITY PLAN

1. Eligibility: All employees are eligible for Temporary Disability Benefits after one (1) year of full-time service on the following basis:

After one (1) year of full-time Authority service -- 13 weeks of benefits

After two (2) years of full-time Authority service -- 26 weeks of benefits

One (1) week of benefits is based on the employee's work week. A 40 hours/week employee receives 40 hours of temporary disability pay for each week of benefits and a 35 hours/week employee receives 35 hours of temporary disability pay for each week of benefits.

2. Waiting Period: Before receiving temporary disability benefits, eligible employees must exhaust all paid sick time then complete a waiting period of one (1) scheduled week without pay. An employee who qualifies for temporary disability benefits will receive benefits retroactive to the first day of the waiting period. The one (1) week waiting period will be waived under either of the two (2) following conditions:

- (1) Hospitalization of the employee prior to eligibility for Temporary Disability Benefits. The hospitalization must occur during the absence immediately preceding eligibility for Temporary Disability Benefits. Hospitalization is any admission and confinement to a hospital bed for more than twenty-four (24) hours. This hospitalization must also be for the same condition, illness, or injury that is the subject of this disability absence; or

- (2) Three (3) continuous weeks of sick absence prior to eligibility for Temporary Disability Benefits. The three (3) continuous weeks of sick absence must occur during the absence immediately preceding eligibility for Temporary Disability Benefits. This three (3) week absence must also be for the same condition, illness, or injury that is the subject of this disability absence.
3. Benefit Year and Benefits: The employee is assigned a benefit year (not to be construed as a calendar year) at the time the employee goes on Temporary Disability and the fifty-two (52) week period is calculated from this date. If the employee returns to work without receiving the maximum number of payments and is not on Temporary Disability again within that 52-week period, such employee will not be assigned a new benefit year until again placed on Temporary Disability. If eligible for Temporary Disability more than once within a 52-week period, the previous number of disability weeks is deducted from the maximum number available as per the above-listed schedule in one 52-week period. But the maximum number of TDB weeks an employee may receive in a 52-week period is 26 weeks.
- a) Before an employee is eligible for another benefit year, said employee must be returned to work full-time for a period of at least ninety (90) consecutive calendar days and complete the current benefit year. The employee can have no unpaid time in the 90 calendar day period.
- b) Employees who are receiving Temporary Disability payments on November 11, 2013 and continuously receive Temporary Disability thereafter in 2013 shall receive Temporary Disability payments at 85% of pensionable salary until their 26 weeks of benefits are exhausted, or until they return to work, or until 10 p.m. on December 31, 2013, whichever occurs first.

For employees who begin receiving Temporary Disability benefits after November 11, 2013, Temporary Disability payments will be paid at 85% of an employee's pensionable salary until their 26 weeks of benefits are exhausted, until they return to work, or until 10 p.m. on December 31, 2013, whichever occurs first.

For employees who are hired into full-time employment on or after November 11, 2013, Temporary Disability payments will be at State mandated rates for paid medical leave for illness/injury unrelated to work.

After December 31, 2013, for all employees, Temporary Disability payments will be at State mandated rates. An employee is eligible for the benefit after using all paid sick leave credit.

- c) In all cases, the illness must be substantiated by the employee providing the Medical Section with the attending doctor's diagnosis, and the attending doctor's name, address and telephone number. The Medical Section may request that the employee provide additional information and the Authority may contact the

physician for further details when necessary. If the Authority denies an employee's application for temporary disability benefits, the Union and the Authority will mutually select a physician to conduct an independent medical evaluation. The report and recommendation of the independent medical examination may be submitted into evidence at an arbitration hearing if the union challenges the Authority's denial of temporary disability benefits.

- d) If an employee is receiving Temporary Disability payments at the time the benefit year anniversary is reached and such employee has not returned to work, the payments are continued until the 26 weeks benefits are exhausted or until return to work, whichever occurs first.
- e) While receiving temporary disability benefits, employees shall not earn sick, vacation, or comp time. When an employee returns to full duty, all sick, vacation, and comp time credited shall be pro-rated. For example, if an employee is receiving temporary disability benefits from November 1, 2012 through February 28, 2013, the employee's sick, vacation and comp leave time for 2013 shall be prorated and the employee shall receive two thirds (2/3) of his/her annual allotment of leave time.
- f) An employee who is on extended Disability Leave must have a medical certification from the Authority's physician before returning to duty.
- g) Employees may not use single temporary disability days except for follow-up examinations for previously covered illnesses, injuries, or scheduled treatments.
- h) Employees receiving temporary disability benefits at less than 100% of their pensionable salaries may use earned vacation and comp time to make up the difference between their disability benefits and 100% of their pensionable salary. If the Authority denies an employee's application for disability benefits, the employee may use earned vacation and comp time while the dispute is being resolved. If the employee is determined to be eligible for temporary disability benefits, benefits will be retroactive to the first day the employee is eligible to commence receiving temporary disability benefits under subparagraph (a) of this Article, and the employees' vacation and comp time accounts will be re-credited for leave time used during the period of the dispute.

5. EXCLUSIONS

- A. Disability Benefits are not payable where the injury or illness resulted during:
 - (1) Employment for wage, profits 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

A. Health Benefits

1. Pursuant to P.L. 2011 Ch. 78, effective July 1, 2011, all employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the Authority's Health Benefits Program in an amount that shall be determined in accordance with section 39 of P.L. 2011, Ch. 78, except that, in accordance with Section 40(a) of P.L. 2011, c. 78, an employee employed full-time on or before October 1, 2011 shall pay from October 1, 2011 through September 30, 2012, one-fourth of the full contribution required by section 39 of C.78 or 1.5% of base salary, whichever is greater; from October 1, 2012 through September 30, 2013 one-half of the full contribution required by section 39 of C. 78 or 1.5% of base salary, whichever is greater; from October 1, 2013 through September 30, 2014 three-fourths of the full contribution required by section 39 of C. 78 or 1.5% of base salary, whichever is greater; and effective October 1, 2014 the full contribution required by section 39 of C. 78 or 1.5% of base salary, whichever is greater, as that amount is calculated in accordance with section 39 of P.L.2011 Ch. 78. After full implementation of the premium share and following the expiration of this Agreement, the Authority and Local 193 shall negotiate in good faith concerning employee contributions for healthcare benefits. Such negotiations shall be conducted as if the full premium share is included in this Agreement.
2. The amount payable by any employee, pursuant to section 39 of P.L. 2011 Ch. 78 under this subsection shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P.L.1996, c.8 (C.52:14-17.28b).

3. An employee who pays the contribution required under section 40(a) of P.L. 2011 Ch. 78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of section 6 of P.L. 1996, c. 8 (C. 52:14-12.28b).
 4. The contribution shall apply to employees for whom the Authority has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage
 5. The parties agree that should an employee voluntarily waive all coverage under the Authority's Health Benefits Plan and provide a certification to the Authority that he/she has other health insurance coverage, the Authority will waive the contribution for that employee.
 6. An employee on leave without pay who receives health and prescription benefits provided by the Authority shall be required to pay the above-outlined contributions, and shall be billed by the Authority for these contributions. Health and prescription benefit coverage will cease if the employee fails to make timely payment of these contributions.
 7. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.
 8. Absent mutual agreement of the parties, through September 30, 2015, there shall be no diminution of health benefits provided under the parties' 2007-2011 collective negotiations agreement and the Authority shall continue to provide health benefit plans that provide substantially equivalent plan benefits as are provided by the plans offered by the Authority pursuant to the parties' 2007-2011 collective negotiations agreement, including the health/medical benefit plan, dental plan, vision care plan, prescription drug plan, and employee assistance plan. The phrase "substantially equivalent benefits" includes, co-pays, deductibles, co-insurance for out of network benefits, maximum out-of-pocket payments and all other out-of-pocket payments. Although the Authority shall provide plans with "substantially equivalent benefits," employees are responsible for paying their share of the cost of coverage of the plans pursuant to P.L. 2011, Chapter 78.
- B. The Authority shall offer the following health benefits to employees, and their spouses and eligible 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 26; (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 26 years of age, is emancipated from the household.

1. All newly-hired employees covered by the Agreement shall be offered the opportunity to participate in the Authority's health benefits plan.
 2. The Authority shall endeavor to have an annual open enrollment process. Such date shall be determined by the Authority. If the 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. All plans will provide annual mammograms for women age 40 or older.
 4. Birth Control Pills will be added as a covered prescription under the Prescription Drug Card Plan.
 5. A \$250 hearing aid benefit to employees, which benefit will be available every two (2) years.
 6. Final determination of the eligibility and reimbursement of any claim shall be based upon the scope of benefits as set forth in the current Plan Document.
- C. The Authority shall use its best efforts to communicate with any general hospital in New Jersey which, to the Authority's knowledge, does not accept the Authority's self insurance in lieu of advance payment for in patient and out patient services. The Authority shall use its best efforts to cause any such hospital to accept its self-insurance in lieu of such advance payment.
- D. The Authority shall offer hospitalization and medical-surgical coverage to eligible surviving dependents of a deceased employee or retiree – with the costs for such benefits to be determined by Ch. 78, P.L. 2011 -- for the following periods:
1. One year from the date of death of employees or retirees with 5 or less years of service.
 2. Two years from date of death of employees or retirees with more than 5 but less than 10 years of service.
 3. Five years from date of death of employees or retirees with 10 or more years of service, but less than 15 years of service.
 4. Ten years from the date of death of 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.

- E. The Authority will offer the Hospital/Surgical, Major Medical (including prescriptions), dental plan and vision care plan for all employees and their eligible dependents effective the first of the month next following completion of two months employment with the Authority. Descriptive brochures for all health plans will be made available by the Human Resources Department. Costs for such coverage shall be set by Ch. 78 P.L. 2011 and the Authority's annual rate-setting process.
- F. Dental Plan - The Authority shall offer dental insurance to all employees and eligible dependents. The above coverage takes place on the first of the month next following two (2) months after the effective date of hire.
- G. 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.
- H. 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.
- I. Workers' Compensation
 - i. Effective 11 p.m. on December 31, 2013, with the exception of paragraph ii below, employees shall receive benefits for work-related injuries or illnesses pursuant to the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-1 et seq., and the provisions of the Worker's Compensation Act shall be controlling.
 - ii. In addition to any benefits to which supervisors are entitled either under this Article or under the Workers' Compensation Statute, employees may utilize earned sick leave, vacation, or personal leave time in order to maintain full salary to the extent of such leave balances, subject to applicable provisions of this Agreement.
 - iii. If the Authority's Medical Section returns the employee to work full-time with a light duty restriction while the employee continues to receive medical treatment, and such duty is available, the employee may not receive Workers' Compensation Benefits; if the Authority has no light duty work available, the employee may remain on Workers' Compensation Benefits while continuing treatment. If the employee's injury or illness prevents the employee from traveling to and from work, the employee shall not be returned to work with a light duty restriction. Employees shall be assigned to light duty only if they can work the entirety of their scheduled shifts. A light

duty assignment shall be consistent with an employee's normal job responsibilities and shall be in an employee's work area. A supervisor assigned light duty will not be denied overtime provided the supervisor is medically approved to perform all of the essential job duties of the position.

- iv. With the exception of paragraphs ii and iii, this Article is not subject to the grievance/arbitration provisions of this Agreement.

SECTION XXV - PENSIONS AND RETIREMENT

1. Compensatory days in the calendar year of retirement shall be pro-rated. Effective 1/1/2001, sick time entitlement for the year of retirement shall be prorated.
2. Retiree Health 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 Retiree Health Benefits:

- i. Employees hired into full-time employment before July 1, 1989: Employees must be eligible to retire into PERS.
- ii. Employees hired into full-time employment 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 into full-time employment on or after July 1, 1996 and before November 1, 2007: 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) age 62 or above and have at least 15 years of Authority service.
- iv. Employees hired into full-time employment on or after November 1, 2007: 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.
- v. Employees hired into full-time employment on or after November 11, 2013: Employees receive a disability pension under PERS or employees must be eligible to retire into PERS and be either: (1) age 55 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. In addition, years of

service are cumulative, but the rules which apply to an employee are determined by most recent hire date.

- B. **Cost of Lifetime Benefits:** The Authority shall be responsible for the full cost of the lifetime benefits, which includes the administrative fee, for employees who had twenty (20) or more years of PERS service as of June 28, 2011. Retirees, however, shall be responsible for all applicable co-pays and deductibles, which are set forth in the applicable Plan Documents. Retirees who did not have at least twenty (20) years of PERS service as of June 28, 2011 shall be responsible for contributing to the cost of lifetime benefits in accordance with the rates set forth in applicable law in effect as of June 28, 2011 (P.L. 2011, Chapter 78). In addition, retirees who did not have at least twenty (20) years of PERS service as of June 28, 2011, are responsible for all applicable co-pays and deductibles.
 - C. **Conditions of Lifetime Benefits:** Upon the death of the retiree, applicable Survivor Benefits (detailed in Article XXIV – Health Benefits, Paragraph D) shall prevail. If the surviving spouse of an employee who retires on or after the effective date of this MOA remarries and/or has health benefits available to him/her at a cost to the surviving spouse that is equal to or less than the cost to the surviving spouse of benefits provided by the Authority, and those benefits are substantially equivalent to those provided by the Authority, he/she shall forfeit the survivor benefit. If the surviving spouse forfeits Authority benefits under this provision and the alternative benefits subsequently becomes unavailable, the spouse shall be permitted to re-enroll for Authority health benefits, provided the surviving spouse has not exhausted his/her survivor benefits period.
 - 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 at the time of hire.
 - 4. Health Benefits affecting Retirees are as provided for in Section XXIV.
 - 5. The Authority will provide a separation package to employees who were on the full-time payroll prior to November 11, 2013 and who retire with ten (10) or more years of service at an amount of \$550.00 for each full year of service. For example, if an employee has twenty-five (25) full years of service as of October 11, 2013, and subsequently retires from the Authority on October 11, 2023 and is eligible to retire into PERS, the Authority will pay the employee a separation bonus of \$13,750 (25

years X \$550). Another example is if an employee had two (2) full years of service as of October 11, 2013 and subsequently retires from the Authority on October 11, 2041 and is eligible to retire into PERS, the Authority shall pay said employee a separation bonus of \$1,100 (2 years x \$550). The separation bonus is subject to the following conditions:

- a. 'Authority service' means full-time employment with the Turnpike Authority, Highway Authority, or a combination of both. Service time need not be continuous.
 - b. 'Retire' means that an employee must be eligible to retire into the Public Employees' Retirement System (PERS) at the time of his/her separation of employment from the Authority.
 - c. A 'full year' of Authority service shall be defined by an employee's anniversary date. In cases of employees having two (2) or more periods of Authority service, the separation bonus shall be calculated using the aggregate full years of service.
 - d. 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.
 - e. Employees will not continue to accrue years of service toward a separation bonus after November 11, 2013.
 - f. Employees hired after November 11, 2013 will not be eligible to receive a separation bonus.
6. 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.

SECTION XXVI – VEHICLE ASSIGNMENT

To be eligible for a permanent vehicle assignment, an employee must either: (1) travel 12,000 business miles per annum; or (2) occupy a job title which requires "on call" status.

The Authority, upon sixty (60) calendar days notice, may revoke an employee's permanent vehicle assignment. Employees shall not be compensated for the loss of the vehicle assignment.

Employees 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 shall not be reimbursed for commutation to and from their assigned work location.

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 has an unauthorized absence for more than five (5) consecutive work days shall be deemed to have abandoned his/her job and the Authority may terminate such an employee.
4. Employees who are the subject of a disciplinary or arbitration hearing shall return to duty after such hearing.

SECTION XXVIII - MISCELLANEOUS

1. Whenever a dispute arises involving Sections XIII and XIV, the Union agrees that it will not use the fact that any changes or modifications between this Agreement and the prior Agreement were made in said sections.
2. The Authority will provide a Tuition Refund Program for prior approved undergraduate courses. Prior approval means that the Authority must receive the request thirty (30) calendar days in advance of the first day of the course. Eligibility is dependent upon achieving permanent status. Courses must be taken at an accredited institution of higher education and be related to present or future Authority job opportunities. The Authority shall not reimburse for more than two (2) courses per semester. The maximum per credit reimbursement shall be the per credit cost of a comparable undergraduate course at Rutgers University. The Authority shall not reimburse for review/preparation courses for SAT, LSAT, GRE, CPA, etc. Upon satisfactory completion of a course, the Authority will reimburse the employee's cost of student fees essential to the completion of the course, excluding books, as well as the cost of tuition according to the schedule below.

Grade	Reimbursement
A	100%
B	85%
C	75%
D	50%
F	None
Pass for Pass/Fail Course	100%

Employees who receive reimbursement will be required to sign an agreement indicating they will not leave the employment of the Turnpike for a two (2) year period following receipt of the most recent reimbursement or they will be required to return the amount of the last reimbursement.

Graduate level courses will be approved only in a manner consistent with the Authority's Tuition Reimbursement Policy.

3. The employer agrees to adhere to the FMLA and FLA and their regulations for all eligible employees.
4. 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.
5. The Authority will provide sufficient vehicles at designated plazas for supervisors' use in traveling to and from ramps. Designated plaza will include all plazas that are required to service ramps that are within their jurisdiction.
6. The Supervisor will be required to make reasonable use of his/her personal vehicle, if available, to check areas under his/her jurisdiction but cannot be directed to use his/her personal vehicle to carry machines, vaults or equipment.
7. A Labor/Management Committee shall be established for the purpose of discussing areas of mutual concern, and Authority/Union-employee relations, not necessarily subject to the Grievance Procedure. The Committee shall consist of the Union's Executive Board and representative of the Executive Director, Superintendent and Assistant Superintendent of Tolls. The Authority Chairperson shall be an ex officio member of the Committee. The Committee shall meet at least once every three months on a date and time to be mutually agreed upon by the parties. Union officials shall be given paid time off to attend such meetings, including mileage at the contract rate, on a portal to portal basis.
8. All Supervisors must maintain a Driver's License valid in New Jersey with the following terms:

- A. A Plaza Supervisor who fails to maintain a driver's license valid in New Jersey may do a mutual swap with a Plaza Supervisor from a plaza that has no ramps. No mileage will be paid. Supervisors will fill the schedules vacated by each other.
 - B. If a mutual swap cannot be arranged, until restoration of the employee's license, the supervisor will be assigned as a Temporary Collector to a toll plaza nearest his/her home or at a plaza mutually acceptable to the Director-Tolls and the Union. The supervisor will have to adhere to all rules governing Temporary Toll Collectors.
 - C. The supervisor has an obligation to notify the Director-Tolls immediately upon notification of a court date so that the necessary arrangements can be composed. Failure to notify will void this arrangement and said supervisor will be subject to discipline and/or demotion.
 - D. All supervisors who fail to maintain a license valid in New Jersey may be mandated by the Director-Tolls to the Employee Assistance Program. Failure to successfully complete the program will subject the supervisor to discipline and/or demotion.
 - E. The above will be limited to supervisors who are failing to maintain a driver's license valid in New Jersey for a first offense. Additionally, it will be limited to those failing to maintain a license valid in New Jersey for a period of (180) days or less. The time may be extended by mutual agreement of both the Authority and the Union.
 - F. The Authority shall have the option to fill the temporary opening at the supervisor's Plaza for the length of the license revocation from among the ranks of Local 196 CAP personnel.
 - G. Assistant Plaza Supervisors are not entitled to Section A of this Agreement.
- 9. Exclusive of FLMA and FLA, the Authority shall not approve an employee's request to take time off without pay when he/she has available entitlement or comp time.
 - 10. Effective November 11, 2013, the Authority shall provide members of the union with ID badges which identify the members as essential employees.
 - 11. Effective January 1, 2014, the Authority shall not provide toll free commutation to employees.
 - 12. Non-Privatization Agreement
 - a. In consideration for Local 193's October 2014 agreement to modify the salary scales for new unit members placed in Assistant Toll Plaza Supervisors and Toll Plaza Supervisors positions, to reduce from six (6) to five (5) the number

of comp days to which Assistant Toll Plaza Supervisors and Toll Plaza Supervisors are entitled, and to reduce the annual compensation of current Assistant Toll Plaza Supervisors and Toll Plaza Supervisors, the Authority agrees that it shall not privatize the positions of any Assistant Toll Plaza Supervisors or Toll Plaza Supervisors prior to 10 p.m. on September 30, 2019.

- b. The Authority further agrees that the RFP issued in late 2013 shall either be amended to delete any reference to the privatization of Assistant Toll Plaza Supervisors and Toll Plaza Supervisors represented by Local 193 or shall be rescinded.
- c. If the Authority issues an RFP at any time after August 31, 2014, and such RFP solicits bids or proposals from vendors to perform any of the work currently performed by Assistant Toll Plaza Supervisors or Toll Plaza Supervisors, the RFP shall provide that the date for the vendor's assumption of such work/positions shall be no earlier than 10 p.m. on September 30, 2019. Local 193 shall be provided with a copy of such RFP at least thirty (30) days prior to its issuance. Local 193 shall sign a non-disclosure agreement before receiving a copy of such RFP.
- d. In the event the positions of any Assistant Toll Plaza Supervisors or Toll Plaza Supervisor are eliminated as a result of privatization effective prior to 10 p.m. on September 30, 2019, such Assistant Toll Plaza Supervisor or Toll Plaza Supervisor shall be offered another position with the Authority at the same level of compensation and benefits that the supervisor was receiving prior to the elimination of his/her position and the supervisor shall remain in such position through 10 p.m. on September 30, 2019. If the position offered to the supervisor is at a higher level of compensation than the supervisor's current position, the supervisor shall receive the higher compensation. The supervisor's new reporting location shall be within a 25 mile radius of the supervisor's reporting location prior to the elimination of the supervisor's position. This paragraph does not apply to Assistant Toll Plaza Supervisors or Toll Plaza Supervisors if the Authority eliminates the position of Assistant Plaza Supervisor and/or Toll Plaza Supervisor on the Garden State Parkway prior to October 4, 2019 because the toll collection process no longer requires the position of assistant plaza supervisor and/or toll plaza supervisor.
- e. Between October 1, 2015 and December 31, 2015 either party may reopen negotiations over the salaries and comp days of Assistant Toll Plaza Supervisors and Toll Plaza Supervisors, but absent mutual agreement of the parties to modify the salary and comp day provisions in paragraphs 2 through 6 of the parties' October 2014 MOA, those terms shall remain in effect through September 30, 2019. During any reopener negotiations on salaries, privatization of the positions of Assistant Toll Plaza Supervisors and Toll Plaza Supervisors shall not be a subject of negotiations and neither party may propose changing or agree to change their agreement not to privatize

Assistant Toll Plaza Supervisor and Toll Plaza Supervisor positions prior to 10 pm on September 30, 2019, except that Local 193 and Authority may agree to extend beyond 10 pm on September 30, 2019 their "no privatization" agreement.

SECTION XXIX – GROUP LIFE INSURANCE

Effective May 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 fifty-thousand dollars (\$50,000). 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. For an employee who retires on after May 1, 2008, the Authority will pay the premium for twenty-five thousand dollars (\$25,000) of group life insurance for the retiree to age 70.

Group Life Insurance shall not be provided to any employee hired into full-time employment on or after November 11, 2013.

SECTION XXX - TERM OF AGREEMENT

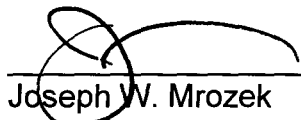
The term of this Agreement will commence October 1, 2011, and shall be binding upon the Authority and the Union through 10:00 p.m. on September 30, 2019, and thereafter from year to year unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement a desire to make a change in the Agreement. If either party gives notice to the other of a desire to change any of the terms of this Agreement pursuant to Section XXVII, paragraph 1, then within ten (10) days from the service of said notice, representatives of the Authority and the Union shall meet to begin discussion and negotiations of such change.

SIGNATURES

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

New Jersey Turnpike Authority

FOR THE AUTHORITY:

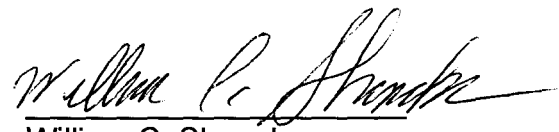


Joseph W. Mrozek
Executive Director

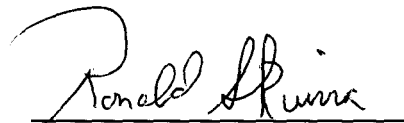
FOR IFPTE LOCAL 193:



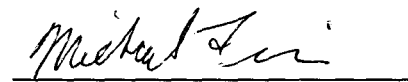
Alan A. Navarro
President



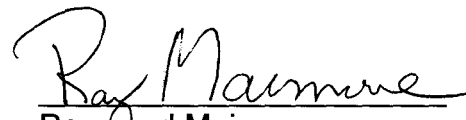
William C. Shanahan
Vice President



Ronald Skwira
Recording Secretary



Michael Ferris
Secretary Treasurer



Raymond Maimone
Sergeant-At-Arms

EXHIBIT A – Salary Schedules

INCREASES IN BASE SALARY*

*The increases below apply to only employees who entered the bargaining unit before November 11, 2013

10/1/11	0.0%
10/1/12	0.0%
10/1/13	1.0%
10/1/14	1.75%
10/1/15	0.0%
10/1/16	0.0%
10/1/17	0.0%
10/1/18	0.0%

SUPERVISORS' SALARY SCHEDULE

For employees who enter the negotiations unit on or after November 10, 2014, the following base salary scales shall apply:

Local 193 Assistant Plaza Supervisor Base Salary Scale For Employees Entering Unit on or After 11/10/14					
	Start	1 Year	2 Year	3 Year	4 Year
Annual Base Salary	\$45,000	\$48,000	\$51,000	\$54,000	\$57,000

If a toll collector, who was hired into full-time service before July 1, 2011, accepts a promotion to APS, he shall be placed at the 3 Year rate of the above APS scale.

Local 193 Plaza Supervisor Salary Base Scale For Employees Entering Unit on or After 11/10/14				
	Start	1 Year	2 Year	3 Year
Annual Base Salary	\$60,000	\$63,000	\$66,000	\$69,000

Employees who entered the negotiations unit on or after November 11, 2013 and before November 10, 2014 shall be placed on the following base salary scale for Assistant Plaza Supervisor and Plaza Supervisor.

Local 193 Plaza Supervisor Salary Base Scale For Employees Entering Unit on or after November 11, 2013 and before November 10, 2014				
	START	1 YEAR	2 YEAR	3 YEAR
ASST. PLAZA SUPERVISOR	\$54,400	\$56,576	\$58,839	\$61,193
PLAZA SUPERVISOR	\$63,641	\$66,187	\$68,834	\$72,839

The annual base salaries for Assistant Toll Plaza Supervisors and Toll Plaza Supervisors, who were members of Local 193 prior to November 11, 2013 shall be as follows:

	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
ASSISTANT PLAZA SUPERVISOR	10/1/2011	\$ 65,736.84	\$ 73,084.46	\$ 76,029.76
PLAZA SUPERVISOR	10/1/2011	\$ 76,563.70	\$79,411.87	\$79,907.28
ASSISTANT PLAZA SUPERVISOR	10/1/2012	\$ 65,736.84	\$ 73,084.46	\$ 76,029.76
PLAZA SUPERVISOR	10/1/2012	\$ 76,563.70	\$79,411.87	\$79,907.28
ASSISTANT PLAZA SUPERVISOR	10/1/2013	\$ 66,394.21	\$ 73,815.30	\$ 76,790.06
PLAZA SUPERVISOR	10/1/2013	\$ 77,329.34	\$80,205.99	\$80,706.35
ASSISTANT PLAZA SUPERVISOR	10/1/2014	\$ 67,556.11	\$ 75,107.07	\$ 78,133.88
PLAZA SUPERVISOR	10/1/2014	\$ 78,682.60	\$81,609.59	\$82,118.71
ASSISTANT PLAZA SUPERVISOR	10/1/2015	\$ 66,621.53	\$ 74,172.49	\$ 77,199.30
PLAZA SUPERVISOR	10/1/2015	\$ 77,748.02	\$80,675.01	\$81,184.13
ASSISTANT PLAZA SUPERVISOR	10/1/2016	\$ 65,920.59	\$ 73,471.56	\$ 76,498.37
PLAZA SUPERVISOR	10/1/2016	\$ 77,047.09	\$79,974.08	\$80,483.20
ASSISTANT PLAZA SUPERVISOR	10/1/2017	\$ 65,453.30	\$ 73,004.27	\$ 76,031.08
PLAZA SUPERVISOR	10/1/2017	\$ 76,579.80	\$79,506.79	\$80,015.91

In the event the Consumers Price Index (defined below) on March 31, 2000 has increased by nine percent (9%) or more over the Consumer Price Index of April 1, 1999, the employees covered by this Agreement shall receive the percentage increase, including fractions up to a maximum of three percent (3%). Such additional increase shall be paid effectively January 1, 2000. The same terms and conditions shall apply for all successive years of the contract.

The Consumer Price Index referred to above shall be the Urban Wage Earner and Clerical Workers Index based on the average of the New York – North Eastern N.J. and the Phila. Pa. – N.J. Indices.

EXAMPLE:

In the event that the cost of living, pursuant to the above formula is eleven percent (11%) for the period measured above then the employees covered by this Agreement shall receive an additional two- percent (2%) wage increase effective January 1, 1993.

EXHIBIT B – Job Descriptions

PLAZA SUPERVISOR

JOB DESCRIPTION

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

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

PHYSICAL DUTIES

- Operation of the automobile pusher unit for the removal of disabled vehicles.
- Receiving and storage of bulk supplies and distribution of material as required.
- Preparation of Change Fund deposits and receiving from the armored car service bulk bags of nickels, dimes, quarters (weight 40 to 65 lbs. per bag), and the breakdown and secure disposition of same for issue as required.
- Removal of filled vaults from Automatic Toll Collection equipment, insertion of empty replacement vaults and the secure disposition of vaults containing toll revenue (weight 83 lbs. each).
- Removal of damaged automatic coin collection equipment and replacement with an operative machine (machine weight 90 lbs.).
- Since the physical duties require bending, lifting and positioning heavy equipment, persons selected for this position must be in sound physical condition.
- Such additional duties as may be deemed appropriate by the employer based upon the implementation of new technologies and/or improvements in existing technologies, including but not limited to technologies relating to E-ZPass. The foregoing is subject to negotiations if applicable. And pursuant to Section XV, Sub Section (2), the Authority will review and respond to proposals from Local 193, if any, relating to the impact of said amendments.

ADMINISTRATIVE DUTIES

- Supervision of Toll Collectors by the assignment of work schedules and locations.
- Responsible for adherence to Tolls Division policies and procedures.

- Responsible for training of assigned manpower.
- Prepares necessary written reports.
- Makes recommendations' concerning disciplinary action.
- Issues commendations or reprimands written in the form of Reminders of Performance as warranted.
- Prepares Toll Collector work schedules.
- Makes recommendations concerning changes in the personnel assigned under his/her jurisdiction, including increases, decreases or reassignments.
- Makes recommendations' concerning satisfactory completion of probationary periods and quarterly reports on the progress of probationary personnel under his/her jurisdiction.
- Trains personnel for progression to the next higher job classification under either the CAP or W.O.C. programs
- Administers and interprets instructions or regulations as defined in Parkway Regulations, Union Contract, Personnel Policies and Procedures or the Toll Collector's Manual.
- Must have the experience and judgment necessary to enable him/her to render justifiable, on-the-spot decisions in situations not specifically covered by regulations or written instructions.
- Must be able to communicate instructions and information in a manner so that it may be understood by those under his/her jurisdiction.
- Must coordinate the activities of contractors and maintenance personnel in his/her area so that necessary improvements and repairs may proceed without interruption of patron services.
- Responsible for proper and safe assessment, collection and retention of toll revenue in the area under his/her jurisdiction.
- Responsible for the assignment of sufficient manpower to provide adequate coverage for the area under his/her jurisdiction.
- Makes recommendations for promotions.
- Such additional duties as may be deemed appropriate by the employer based upon the implementation of new technologies and/or improvements in existing technologies, including but not limited to technologies relating to E-ZPass. The foregoing is subject to negotiations if applicable. And pursuant to Section XV, Sub Section (2), the Authority will review and respond to proposals from Local 193, if any, relating to the impact of said amendments.

JOB SPECIFICATIONS

EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

- Previous Toll Collector or collection experience.
- Prior supervisory experience.

ASSISTANT PLAZA SUPERVISOR

JOB DESCRIPTION

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

Such additional duties as may be deemed appropriate by the employer based upon the implementation of new technologies and/or improvements in existing technologies, including but not limited to, technologies relating to E-ZPass. The foregoing is subject to negotiations if applicable. And pursuant to Section XV, Sub Section (2), the Authority will review and respond to proposals from Local 193, if any, relating to the impact of said amendments.

JOB SPECIFICATIONS

EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

Previous Toll Collector experience.

EXHIBIT C – Retiree Health Benefits

January 31, 2000

Mary T. Darragh, President
International Federation of Professional &
Technical Engineers, Local #193
Tolls Supervisors of America
895 Green Street
Iselin, NJ 08830

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

Dear Ms. Darragh:

This letter shall confirm the understanding reached between the parties during the 1996 negotiations and will remain in effect for the contract period October 1, 1999 through September 30, 2003 with regard to retiree health benefits.

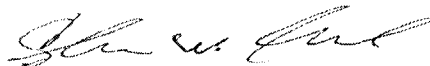
Deductibles and out-of-pocket expenses are subject to change for retirees.

Employees who retire and elect to stay with the Indemnity Plan shall contribute according to the contribution schedule set forth in the side letter agreement and collective bargaining agreement. Said contributions shall not increase for the duration of health insurance eligibility. Contributions shall be locked at the rates set forth in the collective bargaining agreement for the year of retirement.

Contributions shall be made in advance on a quarterly basis. NJHA shall provide bills for the retirees in order to make timely payments. Employees who retire may elect to transfer coverage for health insurance to any plan(s) offered by the New Jersey Highway Authority.

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

Sincerely,



Charles W. Creamer
Manager of Labor Relations

I HAVE READ THE FOREGOING
AND ACCEPT THE TERMS:

Mary T. Darragh
President – IFPTE, Local #193

EXHIBIT D – Letter of Understanding

Between
NEW JERSEY HIGHWAY AUTHORITY
AND
TOLL SUPERVISOR OF AMERICA,
LOCAL 193, IFPTE, AFL CIO & CLC

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

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

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

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

NEW JERSEY HIGHWAY AUTHORITY