



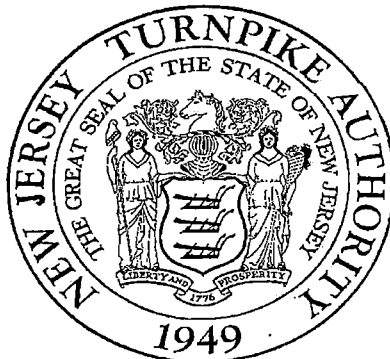
New Jersey Turnpike Authority

Employee Union Contract

Manager's Association AFSCME Local 3914 (3912-3913)

AGREEMENT

Between



New Jersey Turnpike Authority

And

**New Jersey Turnpike Authority
Manager's Association
AFSCME Local 3914 (3912-3913)**

Effective July 1, 2011 through June 30, 2017

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ARTICLE 1 - PREAMBLE

This Agreement made April 24, 2015, by and between the New Jersey Turnpike Authority, (hereinafter referred to as the Employer), and LOCAL 3914 (3912-3913) OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, affiliated with AFSCME COUNCIL 73 (hereinafter referred to as the Association), on behalf of all Authority Employees whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968 and Amendments thereto.

ARTICLE 2 - RECOGNITION AND SCOPE

The Employer hereby recognizes the Association as the sole and exclusive representative of full-time, permanent employees whose titles are covered under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.) concerning salary, hours, and other terms and conditions of employment in the negotiating unit described below:

Management employees employed by the New Jersey Turnpike Authority in a full-time and permanent position, as set forth in Attachment A, are included in the bargaining unit. The Association and the Authority agree to revise (add or remove) the titles included in Attachment A, as required.

Unless otherwise indicated, the terms "employee" and "employees" when used in this Agreement refer to all titles represented by the Association in the above-defined negotiating unit.

New titles may be established by the Employer and added to the bargaining unit. The Association will be notified of the initial salary at the time the new titles are established. The job descriptions of such titles shall not be negotiable and shall be the exclusive prerogative of the Employer to determine, as well as the unit placement and initial salary.

The Association may petition the Authority, in writing, for the inclusion of new titles. Within thirty (30) calendar days of receiving the Association's petition, the Authority will provide an approval or rejection response.

ARTICLE 3 - MANAGEMENT RIGHTS

It is mutually understood and agreed that the Employer retains the prerogative of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper or just cause, promoting, transferring and scheduling employees; determining the standards of service to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection for employment; to maintain the efficiency of its operations and the technology of performing its works; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; to contract or subcontract for work for services; and to determine the content of job classifications, subject however, to any

applicable law or provisions of this Agreement.

It is agreed and understood that the Employer's exercise of its management rights and responsibilities shall not be grievable, except to the extent that the Employer may have yielded its exclusive authority over same by an express provision of this Agreement, and then only to the extent such specific and express provisions are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE 4 - CHECKOFF

The Employer agrees to deduct the Association membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall remain in effect unless it is cancelled in writing by the employee during the period June 15th - June 25th (both dates inclusive) of any year. Such written notice shall be sent to the Human Resources Department of the Authority and to the Association.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.

The representation fee shall be in an amount equal to 85% of the regular Association membership dues, fees, and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of the representation fee (not to exceed 85%) at any time to reflect changes in the Association membership dues, fees, and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of their Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Employer.

The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Association in defending this provision.

The Employer shall provide, upon request of the Association in writing, any change of addresses of existing employees, new hires and name changes due to marital status of its unit employees.

ARTICLE 5 - ASSOCIATION OFFICERS

The Association has the sole right and discretion to designate its Officers and to specify their respective responsibilities and authority to act for the Association.

The Association shall furnish to the Employer, within fifteen (15) days of the signing of this Agreement, a complete list of Association Officers.

The Association shall provide to the Employer in writing any changes in the aforementioned lists within fifteen (15) days of such change so that such lists are current and correct at all times.

ARTICLE 6 - NON-DISCRIMINATION

The Employer and the Association duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, sexual orientation, statutorily recognized disability, or union membership (or non-membership). Further, the parties agree to accept the Employer's policy and procedures pertaining to complaints of sexual harassment and discrimination.

ARTICLE 7 - HOURS OF WORK

Hours of Work are as follows:

- | | |
|--|---|
| a) Administration
(includes HQ Woodbridge)
(35 hours/week employees) | 9:00 a.m. through 5:00 p.m.
Monday through Friday
(Each shift includes 1 hour unpaid lunch) |
| b) Turnpike Maintenance,
Central Shops & Divisions**
(40 hours/week employees) | 7:30 a.m. through 4:00 p.m.
8:00 a.m. through 4:30 p.m.
(Shift includes ½ hour unpaid lunch) |
| c) Turnpike Tolls – Field Personnel*
(40 hours/week employees) | 5:00 a.m. through 1:00 p.m.
6:00 a.m. through 2:00 p.m.
8:00 a.m. through 4:00 p.m.
9:00 a.m. through 5:00 p.m.
11:00 a.m. through 7:00 p.m.
(Each shift includes 1 hour paid lunch) |
| d) Tolls Inventory & Staffing Manager
(40 hours/week employee) | 8:30 a.m. through 4:30 p.m.
(Each shift includes 1 hour paid lunch) |

- | | |
|--|---|
| e) Parkway Tolls – Area Managers*
(40 hours/week employees) | Monday through Sunday
(Five (5) eight (8) hour shifts per week.
Each shift includes a one (1) hour paid lunch.) |
| f) Parkway Roadway Maintenance**
(40 hours/week employees) | 7:00 a.m. through 3:00 p.m. Monday through Friday. 9:00 p.m. through 7:00 a.m. Monday through Thursday. (Each shift includes 1 hour paid lunch) |
| g) Maintenance (HQ Woodbridge)**
(40 hours/week employees) | 7:30 a.m. through 4:00 p.m.
8:00 a.m. through 4:30 p.m.
8:30 a.m. through 5:00 p.m.
Monday through Friday.
(Each shift includes 30 minute unpaid lunch) |
| h) GSP Elec Data Cap Devices Mgr
(40 hours/week employees) | 7:00 a.m. through 3:00 p.m. Monday through Friday. (Each shift includes 1 hour paid lunch) |

*Turnpike Tolls Field Personnel and Parkway Area Managers are essential employees are required to report to duty for their regularly scheduled shifts under all circumstances.

**All employees assigned to the Maintenance Department are essential employees and are required to report to duty for their regularly scheduled shifts under all circumstances and they shall be required to work excess hours for snow/ice or other weather events and other emergencies.

Upon two (2) week notice the Authority may adjust an employee's schedule to mirror those of employees whom he/she is managing.

Closing of Administrative Offices/Delayed Opening & Early Release for Non-Essential Employees

If due to weather or other reason, the Authority elects to either: (a) close its administrative offices for non-essential employees for the entire work day; or (b) provide a delayed opening or early release for non-essential employees, the Authority shall pay non-essential employees for time they did not work ("APD") only if:

- the non-essential employee reports to duty on a day when the Authority has a delayed opening or early release; or
- the non-essential employee did not have scheduled paid leave day - e.g., personal leave, vacation, or sick -- or scheduled unpaid leave day on the same day of the office closing, delayed opening, or early release; or
- in the case of an early release, the non-essential employee reports to duty and does not depart before the early release becomes effective; If a non-essential employee reports to duty and depart before the early release becomes effective, he/she will be charged entitlement time for all hours not worked pursuant to the employee's regularly scheduled shift; or
- in the case of a delayed opening, the non-essential reports to duty within one (1) hour of the delayed start time. If the non-essential employee reports to duty more than one (1) hour after the delayed start time, he/she will be charged entitlement time for all hours not worked pursuant to the employee's regularly scheduled shift.

Night Shift

The Authority may assign Association members to work a night shift in the Maintenance Department. The assignment to the night shift will be for a one-year period, which shall be from July 1st to June 30th of the following year.

The night shift offering, which will be made based on job classification, will be on or about June 1st of every year. The Association member with the most seniority has the first choice. If the senior employee declines to work the night shift, the position would be offered to the next employee in order of job seniority. If no one volunteers, the junior employee shall be assigned to the shift.

For purposes of this section, seniority will be determined in the following order:

- i. Time in Association job classification
- ii. Time in the Association
- iii. Time in Maintenance Department
- iv. Longest period of continuous full-time Authority service
- v. Alphabetical. The employee whose last name begins with the letter that comes earlier in the alphabet

The Authority reserves the right to eliminate or suspend an employee's assignment to the Night Shift

The employees who are assigned to the Night Shift shall be required to work the same scheduled hours as those of the employees they are supervising. The hours for Parkway Roadway Maintenance are listed below, but they are subject to change.

- 9:00 p.m. Monday to 7:00 a.m. Tuesday
- 9:00 p.m. Tuesday to 7:00 a.m. Wednesday
- 9:00 p.m. Wednesday to 7:00 a.m. Thursday
- 9:00 p.m. Thursday to 7:00 a.m. Friday

The holiday period for supervisors working the ten (10) hour shift from 9:00 p.m. to 7:00 a.m. shall be defined as 9:00 p.m. the day of the observed holiday through 9:00 p.m. of the day following the holiday. For example, the holiday period for Election Day will be 9:00 PM Election Day evening through 9:00 PM the day after Election Day. Another example is the holiday period for Independence Day will be from 9:00 p.m. on 7/4 through 9:00 p.m. on 7/5. The only exception to this rule is New Year's Day whereby those assigned to the night shift are off New Year's Eve night 9:00 PM through New Year's Day 9:00 PM.

ARTICLE 8 - OVERTIME

Employees in Pay Grades XIII and XIV shall not receive additional compensation for hours worked outside their scheduled work week, except they will earn overtime at straight-time rate for:

A. Work performed on non-scheduled days when such overtime is:

- (1) mandatory; or
- (2) pre-approved; or
- (3) as the result of an emergency declared by the Executive Director of the Authority.

B. Work performed on scheduled days when such overtime is:

- (1) pre-approved by the Department Head; and
- (2) exceeds one (1) hour. In other words, employees shall be paid for all overtime hours worked only if they work more than one (1) hour of overtime.

Employees in Pay Grades XIVA and XV are ineligible to be paid either overtime or straight time for hours worked beyond either their regularly scheduled shift or beyond forty (40) hours per week.

ARTICLE 9 - ASSOCIATION BUSINESS RELEASE TIME

Effective December 1, 2015, the Authority agrees that the aggregate, calendar year, paid release time for the Association's President, Vice President, Secretary, and Treasurer shall be based on the schedule below. For example, if on December 15, 2014, there are two-hundred and sixty (260) members of the Association, for the following calendar year, 2015, the Association shall be granted one-thousand two hundred and forty-eight (1,248) hours of paid release time for 2015 beginning on the first Monday of the first bi-weekly pay period in 2015. These hours shall be for Association business including, but not limited to, attendance at grievances, hearings, arbitrations, and meetings with Authority management.

Members of AFSCME 3914 as of December 15 th	Paid Release Hours for the Subsequent Calendar Year
1-99	416
100-175	832
176-299	1,248

Requests for use of such paid release time should be submitted to the Human Resources Department in writing, which includes electronic mail, at least forty-eight (48) hours in advance of the needed leave time.

Any additional time spent by the Association above any allowable time will be borne by the Association. If Officers of the Association seek to be released from duty without pay to attend to for Association related-matters they must submit to the Human Resources Department a written request, which includes electronic mail, is submitted at least forty-eight (48) hours in advance of the needed leave time.

The Authority shall release from duty with pay up to four (4) members of the Association for collective bargaining negotiations. Release time hours for collective bargaining negotiations are not deducted from the paid release hours above.

The Association will be granted an aggregate of four (4) delegates to the State AFSCME Convention, one (1) delegate to the International AFSCME Convention, and one (1) delegate to the New Jersey AFL-CIO Convention with such time to be considered as excused absence with pay. Release time hours for attendance at these conventions are not deducted from the paid release hours above. When exercising this provision, the Officers of the Association must submit to the Human Resources Department written notice, which includes electronic mail, at least fourteen (14) calendar days in advance of attending a convention described herein.

ARTICLE 10 - COMPENSATION

Wages

The Authority agrees to increase the base of each management pay grade in a percentage equal to the below schedule of across the board increases.

7/1/11	0.0%
7/1/12	0.0%
7/1/13	1.0%
7/1/14	1.75%
7/1/15	1.9%
7/1/16	1.9%

Members of the Association shall be paid on a bi-weekly basis with Tuesday as the pay day. The annual base salary scale for Association job titles is set forth in Attachment C.

Payroll Direct Deposit

All members of the Association are required to be enrolled in payroll direct deposit.

Annual Increment

The Authority agrees to pay Association members on July 1st of every year an increment in the amount of either \$250 or \$500 to be applied to the annual base salary of Association members.

Each newly hired or newly promoted employee who has served more than three (3) months and up to six (6) months in the position shall have his/her annual base salary be increased by \$250 on July 1st. If an employee does not pass the 6-month probationary period, however, and was paid the \$250 increment, the Authority shall reduce the affected employee's salary by \$250 upon the employee being returned to his/her prior job.

Each newly hired or newly promoted employee who has served more than six (6) months in the position, and has successfully passed probation, shall have his/her annual base salary be increased by \$500 on July 1st.

The foregoing is limited by the condition that in no case may an annual increment increase a member's base salary above the top of range salary for the member's pay grade.

Meal Allowance

Scheduled Day - For an employee (M-XIII and M-XIV) working on a scheduled day meals are earned as follows:

Work 2 hours beyond scheduled shift: 1st meal allowance
After next 7 hours: 2nd meal allowance
After next 7 hours: 3rd meal allowance

Unscheduled Day - For an employee (M-XIII and M-XIV) working on an unscheduled day meals are earned as follows:

	<u>7 Hour Employee</u>	<u>8 Hour Employee</u>
1 st meal	4.0 hrs	4.0 hrs
2 nd meal	7.0 hrs	8.0 hrs
3 rd meal	7.0 hrs	8.0 hrs

Employees shall be paid thirteen dollars and fifty cents (\$13.50) for each meal allowance earned according to the above.

Employees in M-XIVA and M-XV pay grade are ineligible to be paid a meal allowance.

Holiday Premium

Effective July 1, 2015, Area Managers, who work a seven (7) day per week schedule and can be scheduled to work on a holiday, shall be paid an additional one-hundred dollar (\$100) for working on or being called in to work on:

New Year's Day	Easter Sunday	Memorial Day	Independence Day
Labor Day	Thanksgiving	Christmas Day	

Safety Shoes

Effective July 1, 2007, the Authority will reimburse employees, whose job duties require wearing safety shoes, up to one-hundred dollars (\$100) for the cost of safety shoes. The Authority's Safety Manager will certify which employees are required to wear safety shoes. Employees must provide the Authority with a receipt for the purchase of the safety shoes to receive the reimbursement. Employees may receive the reimbursement only once per contract year -- July 1 through June 30.

Night Shift Payment

Maintenance employees who are assigned to a night shift shall be eligible to be paid a Night Shift Payment according to the schedule below. The Night Shift Payment will be paid based on regular hours worked while assigned to the Night shift. Other paid time, including, but not limited to, vacation, sick, personal leave, workers' compensation, overtime, and temporary disability benefit time shall not count toward calculating the Night Shift Payment.

Regular Hours Worked On Night Shift per contract year – July 1 st through June 30 th (effective July 1, 2016)	Night Shift Payment
1,680 hours or more	\$2,000
1,260 hours to 1,679 hours	\$1,750
840 hours to 1,259 hours	\$1,250
420 hours to 839 hours	\$750
210 hours to 419 hours	\$375
Fewer than 210 hours	\$0

The Night Shift Payment shall be paid on or about August 15th following the end of the contract year in which the regular hours were worked on the Night Shift.

ARTICLE 11 - LAYOFF AND RECALL

Official notice of intent to lay-off will be provided no less than sixty (60) days prior to effective date of lay-off. Lay-offs will be done based on job classification, in reverse order of seniority within a job classification. In the event more than one employee has the same job classification seniority, then seniority shall be based upon service time in the association. In the event that more than one person has the same seniority date within the association, the person with more time with the Authority will be most senior. Authority seniority includes service time with the New Jersey Turnpike Authority, New Jersey Highway Authority, or a combination of both. If more than one person shares the same Authority service, then alphabetical order shall determine seniority. For example, a person whose last name begins with the letter "A" will be more senior than the person whose last name begins with the letter "B". Service time must be continuous, permanent employment with the Authority.

A recall preference list will be established for those affected employees. The list will be in the order of last to leave, first to return. Any employee recalled within two years of the effective date of the lay-off will retain his/her seniority accrued through the effective date of the lay-off. Affected employees will be recalled based on their ability to perform the duties and responsibilities of the vacant management position. Skill and ability will be determined by the affected employee's education and experience.

Notice of recall will be sent to the affected employee's last address provided to the Authority. It is the affected employee's responsibility to keep his/her address current. The Authority will not be liable for incorrect addresses. The recall candidate will have ten (10) working days to respond to notice of recall. Failure to respond in the time allotted will be deemed as rejection of offer and termination of rights under the recall provision. Copies of such notices will be sent to the Association.

The Authority will provide, at costs consistent with Ch. 78, P.L. 2011, medical health benefits, which include medical, prescription drug, dental care, and vision care, for the first sixty (60) days of the lay-off period. After such time, the affected employee may purchase medical health benefits under Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Vacation and Sick Leave Banks will be paid in lump sum with the current year pro-rated based on the effective date of the lay-off at the current pay rate. Payment for bank balances will be included in final paycheck.

All Authority-owned property must be returned in order to receive final paycheck, but in no circumstances should this date exceed five (5) days from last day of active employment.

ARTICLE 12 - TERMINATION, DISCIPLINE AND GRIEVANCE

Termination Policy

The Authority and Association agree that Section 6.03 of the Authority's Termination Policy, adopted October 23, 1989, and revised April 1, 1996, will be amended to read as follows:

"In the event the decision of the Executive Director is unsatisfactory to the employee, the employee or Association may seek a review through appeal to binding arbitration. All requests for binding arbitration shall be filed by the employee or Association to the Executive Director within ten (10) working days after receipt of the decision of the Executive Director concerning the appeal of the employee. The arbitration appeal shall be based on the record made at the Authority. In order to set aside the decision of the Executive Director, the arbitrator must find that the Authority did not have just cause for its action. The decision of the arbitrator shall be final and binding."

Arbitrators shall be appointed jointly by the Executive Director and Association Board, in accordance with the New Jersey Public Employment Relations Commission rules and regulations, with the losing party being responsible for the cost of arbitration. Attorney's fee shall not be included in "cost of arbitration." In the case of a split decision, the Arbitrator shall determine the losing party.

Discipline Policy

Each member of the Association should clearly understand the rules, regulations, and procedures which have been enunciated by the Authority, set forth in public statements of Personnel Policy and in manuals prepared for the use of employees in their respective departments. Each employee in the Association is obliged to conform, comply, and to carry out these rules, regulations, and procedures. Violations by omission or commission of these rules, regulations, and procedures shall constitute reasonable cause for the initiation of disciplinary action. Supervisors of Association members shall be responsible for the communications of all changes, modifications, or amendments of rules, regulations, and procedures, to the employees for whom they have responsibility.

For purposes of this agreement, there shall be two basic levels of disciplinary action: Minor Discipline and Major Discipline. No disciplinary action can be taken by the department head or the department head designee after five (5) business days from the completion of the investigation of the incident leading to the disciplinary action. The employee and the Association shall receive notice of the conduct of the investigation within five (5) days of the Department Head or Department Head designee becoming aware of the incident leading to the investigation; provided however, that no such notice need to be given for investigations into possible criminal conduct or non-criminal malfeasance. The Department Head or Department Head Designee must complete the investigation with due diligence and within a reasonable period of time giving regard to the nature of the incident leading to the disciplinary action. Business days for purposes of this Article shall be those days in which the Administration Offices are open for normal business. Weekends, holidays, and other closings are not counted as part of the five (5) business days. All time limits in this Article may be waived in unusual situations on request of either party.

A. Minor Discipline

Minor Discipline shall consist of those minor violations which may result in a recommendation to the Department Head for a short term suspension not exceeding five (5) days.

Informal reprimands should be documented by each supervisor and thoroughly discussed with the offending employee, and a copy sent to the Association. In the event the employee wishes to appeal the reprimand, he may request a hearing which shall be granted according to the procedures set forth under Minor Discipline. No penalty which arises out of Minor Discipline shall be imposed without the concurrence of the respective Department Head and the opportunity to appeal.

In the exercise of Minor Discipline, the employee who is alleged to be guilty of violations of rules, regulations, or procedures shall be served with a formal notice and specifications of the alleged violation which shall hereafter be referred to as "Advisory Notice of Disciplinary Action."

The employee involved in a minor disciplinary action shall be advised of the date, time, and place of the hearing of the charges. The hearing notice shall be served upon the employee no less than

five days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The employee shall be entitled to and may select representation of his own choice. In all cases, the Association shall receive a copy of the Advisory Notice of Disciplinary Action. The Association shall be invited to attend the hearing, notwithstanding the fact that the employee may have elected to be represented by a non Association member or a person having no affiliation with the Association or the negotiating unit.

As a respondent, the employee involved shall be entitled to request in his defense such witnesses as he may wish to have present, and shall have the right of cross examination of all witnesses and the right to make reasonable requests for evidence as he may need for his defense. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the hearing officer, who shall be a member of management or the Human Resources Department will issue a report of his/her findings. (In case of the designee, the recommendation is made to the Director of Human Resources and the affected Department Head.) Upon approval by the Department Head, the employee or employees involved will be advised of the findings.

Any employee who is found guilty of violation of rules, regulations, or procedures, shall have the right to appeal in writing to the Executive Director, within five days next succeeding the judgment rendered by the hearing officer. A decision on the appeal shall be rendered within ten (10) working days after receipt of appeal.

In the event the decision of the Executive Director is unsatisfactory, the Association may submit the matter to binding arbitration. All requests for binding arbitration shall be filed within ten (10) working days after receipt of the decision of the Executive Director. Copy of said request shall be given to the Authority. The cost of arbitration shall be borne by the losing party. Attorney's fee shall not be included in "cost of arbitration." In the case of a split decision, the Arbitrator shall determine the losing party.

The decision rendered at any of the levels of the hearing and/or arbitration, as set forth above, shall be deemed final and binding, unless an appeal is taken therefrom as herein above provided.

B. Major Discipline

Major Discipline shall consist of those major or flagrant violations of rules, regulations, or procedures, which may be based upon a supervisor's recommendation and are concurred in by the Department Head. Such action may result in a suspension of more than five (5) days, a fine, a demotion, or dismissal.

Each employee who is alleged to have violated rules, regulations, or procedures of the Authority flagrantly or in a major degree shall be served with an Advisory Notice of Disciplinary Action, which shall specify the charges which have been preferred against him. The employee involved in a major disciplinary action shall be advised of the date, time and place of the formal hearing of the charges. The hearing notice shall be served upon the employee no less than ten days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The

employee shall be entitled to and may select representation of his own choice. In all cases, the Association shall receive a copy of the Advisory Notice of Disciplinary Action. The Association shall be invited to attend the hearing, notwithstanding the fact that the employee may have elected to be represented by a non-Association member or a person having no affiliation with the Association.

In all cases involving Major Discipline in which a penalty of more than five (5) days, fine, demotion, or dismissal has been recommended, the hearing officer who is a member of management or the Human Resources Department, shall render a decision no less than 72 hours, nor more than forty five (45) days, after the conclusion of the hearing or hearings.

As a respondent, the employee involved shall be entitled to request in his defense such witnesses as he may wish to have present, and shall have the right of cross examination of all witnesses and the right to make reasonable requests for evidence as he may need for his defense. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the hearing officer or officers shall advise the employee or employees involved of the findings. In the event the Hearing Officer determines the employee(s) to be guilty of a charge or charges as specified, he will notify the Association after rendering a decision of the penalty to be imposed. The Association may accept the penalty on behalf of the employee(s) and waive the right to Arbitration.

Any employee who is found guilty of a major or flagrant violation of rules, regulations, or procedures, shall have the right to appeal in writing to the Executive Director, within five (5) days next succeeding the date the judgment is rendered by the hearing officer or officers. A decision of the appeal shall be rendered within ten (10) working days after receipt of appeal.

In the event the decision of the Executive Director is unsatisfactory, the Association may submit the matter to binding arbitration. All requests for binding arbitration shall be filed within ten (10) working days after receipt of the decision of the Executive Director. Arbitration appeals time shall be waived provided written notice for waiver is submitted within the specified time limit. Such waiver request shall indicate the date on which a decision will be made and the waiver shall end after that date. Copy of said request shall be given to the Authority. The cost of arbitration shall be borne by the losing party. Attorney's fee shall not be included in "cost of arbitration." In the case of a split decision, the Arbitrator shall determine the losing party.

The decision rendered at any of the levels of the hearing and/or arbitration, as set forth above, shall be deemed final and binding, unless an appeal is taken therefrom as herein above provided.

C. General Rules of Disciplinary Process

1. It is understood that all disciplinary actions, initiated by the Authority, against any member of the negotiating unit do not constitute grievable matters. In all such disciplinary actions, it is recognized that the Authority is the aggrieved party. Relief from major disciplinary action or minor disciplinary action shall be through the procedure outlined in this Disciplinary Action Article.

2. In no case involving either Minor or Major Discipline shall a penalty be imposed which is more severe than that which was originally recommended. On appeal, no penalty shall be imposed which is more severe than that which resulted from the initial hearing.
3. A hearing may be waived by an employee, with the mutual consent of the Authority and the Association, and an agreed upon penalty invoked.
4. Nothing herein contained shall be construed as a restriction or limitation of the right of the Authority or any of its agents to summarily suspend any employee who is unfit for duty, or patently suspect of theft, pilferage, serious insubordination, or flagrant breach of working conditions.
5. Records of disciplinary actions which involve warnings or suspension of less than ten (10) days and which do not involve criminal charges or actions shall be removed from employees' personnel files if there are no further disciplinary actions of any kind for three consecutive years. After removal, such records may be retained for historical informational purposes as needed for proper handling of investigations and complaints filed outside this Agreement, but they shall not be used for personnel or disciplinary decisions.
6. The Authority and Association will use the PERC procedure for selecting an arbitrator.

Grievance Procedure

A grievance is any complaint arising between the parties with reference to an alleged violation of this agreement. Grievances shall be handled in the following manner in order to insure their fair and expeditious handling.

A grievance shall be presented not more than five (5) calendar days after the occurrence or knowledge of occurrence of the cause for such complaint. All time limits herein may be waived by mutual agreement of parties.

All employees in necessary attendance at meetings initiated by the Authority or representatives of the employee's Association dealing with grievances or disciplinary appeals will be excused from any scheduled duty during meeting times and without loss of regular compensation. These meetings will be scheduled during regular work hours. Release time will not be affected if the employee's presence is requested by the Authority; release time will be charged when an employee's presence is requested by the Association.

Pertinent work records and other materials shall be made available by the employer during the processing of grievances or disciplinary appeals. All parties shall have the right to present, examine and cross-examine witnesses and to present and examine evidence.

Step #1

In the first instance, the employee and/or the Association will discuss any grievance or complaint with the supervisor involved. Every effort should be made by both parties to find agreement.

Step #2

If, after discussion, the grievance or complaint is not settled, it shall then be placed in writing by the employee or the Association on the appropriate form within fifteen (15) days of the occurrence of the cause of such complaint; and an answer will be furnished in writing within five (5) days by supervision. The five (5) day period shall begin when the grievance is received at the Authority's Department of Human Resources. If the grievance is not answered within the five (5) day period, it shall be deemed upheld. If the grievance is not resolved at this Step, it will be forwarded to the Labor Relations Committee. An automatic extension of the five day response time period will be granted to thirty (30) days for multi-employee grievances.

The Labor Relations Committee shall consist of two (2) Labor representatives appointed by whatever manner the Association shall deem best, provided that at least one representative shall be from the same department as the aggrieved, and two (2) Management representatives who either work at the Authority or are management consultants. The representatives of the department shall be interchangeable. Where either the Association or Management representatives are directly connected or will present testimony or evidence concerning the grievance, the respective party will designate a substitute to hear the grievance.

Step #3

The Labor Relations Committee will conduct a hearing within five (5) working days of receipt of the grievance and then submit its findings and decision to the Executive Director. The Executive Director will review the findings and instruct the Labor Relations Committee to advise the parties as to the decision reached within fifteen (15) working days of the hearing.

If the Association remains aggrieved at the completion of the aforementioned procedures, it may, within fifteen (15) days of receipt of a denial, request arbitration of the grievance. If the appeal to arbitration is not taken within said period, the denial shall be final and binding. Arbitration will be binding with the cost to be paid by the loser.

If the decision of the Labor Relations Committee has Authority-wide impact on matters of critical policy or substantial monies, the Authority has the limited right in these instances only to appeal an adverse decision to arbitration. This limited right will be used only in these enumerated instances and not to appeal individual grievances or small group grievances.

In the event a multi employee situation arises, the Association and the Authority may, by mutual consent, meet and discuss the situation in lieu of a written grievance. In such cases, if the matter is

not resolved, the Parties will reduce their respective positions to writing, which, as in Step #2 of the Grievance Procedure, may become subject to Arbitration.

The Authority and Association will use the PERC procedure for selecting an arbitrator.

ARTICLE 13 - INDEMNIFICATION

The Authority agrees that it will defend and indemnify all management employees of the Authority against any liability claims or judgments arising out of the performance of their official Authority duties. It is the intention of this provision that the Authority indemnify and save harmless all management employees of the Authority from any suit, cause of action or claim that may be brought by any individual against any management employee because of said employee's act of management responsibility. This obligation of the Authority shall not extend to any suit, cause of action or claim where:

1. the act or conduct which is the subject of said suit or cause of action is not within the scope of employment; or
2. the cause of action was because of actual fraud, willful misconduct or actual malice; or
3. the defense of the cause of action or proceeding on behalf of the said management employee would create a conflict of interest between the Turnpike Authority and the management employee; or
4. the cause of action was the result of criminal behavior as defined in Title 2C of the New Jersey Statutes.

In addition, the Authority's obligation to indemnify and save harmless any management employee, as provided herein, shall not extend to any award for punitive damages against the defendant management employee in any action. It is understood that the obligation of the Authority to indemnify and save harmless any management employee, as provided herein, is subject to the reasonable exercise of the Authority's judgment that the defense of said act, claim or cause of action will not constitute any action which would be violative of the public policy of the State of New Jersey.

ARTICLE 14 - HEALTH BENEFITS

A. Employee's Cost for 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 July 1, 2011 shall pay:
 - from July 1, 2011 through June 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 July 1, 2012 through June 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 July 1, 2013 through June 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 July 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 the Association 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. If P.L. 2011, Ch. 78 is neither renewed, nor replaced, nor amended after this agreement become effective, the Authority agrees that it will, upon request by the Association, re-open the 2011 – 2017 CNA prior to its expiration for the sole purpose of engaging in good faith bargaining with the Association regarding health benefits contributions to be paid by Association members.

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, dental, vision, 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, dental, vision, 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, during the term of the parties' 2011-2017 collective negotiations agreement, there shall be no diminution of health benefits provided under the parties' 2007-2011 collective negotiations agreement and the Authority shall continue to offer health benefit plans that provide substantially equivalent plan benefits as are offered 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. The parties may mutually agree not to abide by this provision.

B. Outline of Health Benefits Plans

The following outline some of the provisions of the Authority's Health Benefits Plan. Final determination of the eligibility and reimbursement of any claim shall be based upon the scope of benefits as set forth in the Plan Document. The Plan Document is available in the Human Resources Department. The outline in this section does not encompass all elements of all available plans.

1. The Authority shall offer active employees, and their eligible spouses and eligible dependents, the following health benefits: medical; prescription drug, dental care, routine vision care, and an Employee Assistance Program.

2. There will be permitted an annual open enrollment period to all employees, the date of which shall be determined by the employer.
3. All plans will provide annual mammograms for women age 40 or older without certification of medical necessity. All other mammograms must be certified as a medical necessity by a primary care physician or OB-GYN.
4. Birth Control pills will be covered under the prescription plan.
5. The table below provides a general outline of the Routine Vision Plan elements for a non-HMO plan:

	Frequency (Once every -)	In-Network Coverage
<u>Eye Examination</u>	12 months	
<u>Frame</u>	18 months	Up to \$100
<u>Spectacle Lenses</u>	18 months	Up to \$100 for single lenses, \$110 bifocals, and \$125 trifocals
<u>Contact Lens Evaluation, Fitting & Follow-up Care</u>	18 months	Covered if billed in with cost for routine eye exam. Not covered if billed separately or itemized.
<u>Contact Lenses</u> (in lieu of eyeglasses)	18 months	Up to \$185

6. Prescription Medication Plan.

- Effective January 1, 2008, employees can obtain no more than thirty (30) doses or a consecutive thirty (30) day supply of Prescription Medication, whichever is greater, at the retail level.
- Effective January 1, 2008, employees may obtain no more than ninety (90) doses or a consecutive ninety (90) day supply, whichever is greater, of Prescription Medication through mail order/on-line.

7. Dental Plan

The table below provides a general outline of the major Dental Plan in-network elements effective January 1, 2016.

<u>Service(s)</u>	<u>Coverage*</u>
Preventive & Diagnostic - Exams, Cleanings & Bitewing X-rays (twice per calendar year) - Fluoride Treatment (children to age 19)	Covered at 100%
Remaining Basics - Fillings, extractions - Endodontics (root canal) - Oral surgery - Sealants	Covered at 100%
Crowns & Prosthodontics - Crowns, Gold Restorations - Bridgework - Full & Partial Dentures	Covered at 80%
Periodontics	Covered at 80%
Implants	Covered at 80%
Calendar Year Maximum (per patient)	\$2,000
Calendar Year Deductible (waived on Preventive, Diagnostic & Remaining Basic Procedures) ➤ Per patient	\$50
Orthodontics (child & adult) ➤ \$2,000 Lifetime Maximum (per patient)	Covered at 100%

*Coverage is subject to Reasonable and Customary Rates

8. A \$250 hearing aid benefit will be provided, which benefit shall be available every two (2) years.
9. Additional Authority Personnel Policies and Procedures adopted on or before the date of this Agreement shall also become part of this agreement, unless there is a conflict. This agreement shall govern in the case of a conflict.
10. The Employer reserves the right to change insurance carriers/health benefit administrators, so long as identical benefits are provided or changes to benefits are negotiated.

11. The Authority will offer medical, prescription drug, dental care, routine vision care, and Employee Assistance plans to all employees and their eligible dependents effective the first day of their permanent, full-time employment. Descriptive brochures for all health plans will be made available by the Human Resources Department.
12. The Authority shall provide medical, prescription, dental, and vision care to a child dependent until the last day of the month when the child dependent turns age twenty-four (24), unless otherwise provided by law.
13. Final determination of the eligibility and reimbursement of any claim shall be based upon the scope of benefits as set forth in the Plan Document.

ARTICLE 15 - HOLIDAYS

Effective January 1, 2015, 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	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday, respectively, in the Administration Buildings and the Maintenance Departments.

Any employee who is not scheduled to work on a holiday and having any unpaid time either the last scheduled workday before any holiday, or on the first scheduled workday after any holiday, shall not be paid any holiday pay due for that holiday.

ARTICLE 16 - VACATION, SICK LEAVE, PERSONAL LEAVE

Vacation, sick leave and personal leave shall be governed by Employer's Policy dated July 6, 1992, with the following exceptions:

1. Accrued sick leave shall be paid at the then current rate only when the employee is in good standing at the time of retirement, resignation or death in an amount not to exceed \$15,000. This provision does not apply to those employees who are referred to in the Resolution adopted May 17, 1988 pertaining to accrued sick leave, attached hereto as Attachment B. Employees who were hired into full-time employment by the New Jersey Turnpike Authority before May 17, 1988 and were not subject to the \$15,000 cap on sick leave pay out at retirement and had their banks capped at hours as of December 31, 1988, shall also have their sick banks capped at the dollar value as of January 1, 2015.

2. Upon separation of service in good standing, employees' vacation entitlements in their 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. This provision also applies to those who pass away while still employed by the Authority.
3. Effective January 1, 2008, for the purpose of prorating entitlement time, namely Sick, Vacation and Personal Leave, 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.
4. The Authority will not approve an employee's request to take time off without pay when the employee has available Vacation time, Sick Leave, or Personal Leave.
5. Effective July 1, 2007, all employees, except those on Workers' Compensation, who are either suspended for more than thirty (30) calendar days as a result of disciplinary action, or are on an unpaid leave of absence more than thirty (30) calendar days, shall not accrue sick or vacation entitlement time.
6. Copies of the Vacation, Sick Leave, and Administrative Leave Policy are available in the Human Resources Department and it is also available on the Authority's intranet web site.

Sick Leave

1. New employees, after 90 days of continuous service (see paragraph below "Crediting Newly Hired Full-Time, Permanent Employees with Sick, Vacation, and Personal Leave Time" for meaning of continuous service for this clause) in the calendar year in which employment commences, will earn Sick time equal to 1.25 days per month of service. For this purpose, employees 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 of any month will be considered to have been employed on the first of the following month. Although such employees are ineligible to take any days off with pay during the first ninety (90) days of employment, the prorated calendar year entitlement will be calculated from date of hire and banked up following 90 days of service. The employee will receive the full fifteen (15) day entitlement on January 1st of the second calendar year of employment.
2. Employees who are designated 40 hours per week employees shall earn a maximum of 120 hours of sick leave time. Employees who are designated 35 hours per week employees shall earn a maximum of 105 hours of sick leave time.
3. Employees must have five (5) consecutive days of paid status in new calendar year to be banked up with sick leave time.

4. Effective January 1, 2016, employees cannot cash in accumulated, unused sick time.

Personal Leave Days

1. Each employee shall receive five (5) Personal Leave days per calendar year. New employees, after 90 days of continuous service (see paragraph below “Crediting Newly Hired Full-Time, Permanent Employees with Sick, Vacation, and Personal Leave Time” for meaning of continuous service for this clause) in the calendar year in which employment commences, shall receive their personal leave days on a prorated basis in the first calendar year of employment based upon their date of hire/promotion.
2. If Personal Leave hours are not used by the end of the calendar year in which they were earned, they will be forfeited.
3. Employees who are designated 40 hours per week employees shall earn eight (8) hours of Personal Leave time for each personal leave “day.” Employees who are designated 35 hours per week employees shall earn seven (7) hours of Personal Leave time for each Personal Leave “day.”
4. A request for a Personal Leave day may be denied by the Authority
5. Personal Leave time will not be cashed in under any circumstances.
6. Employees must have five (5) consecutive days of paid status in new calendar year to be banked up with Personal Leave time.

Vacation Options

New Hires or Promoted Employees shall be permitted to select either the First Vacation Option or the Second Vacation Option, both of which are set forth below.

First Vacation Option

Schedule:

<u>Length of Service</u>	<u># of Days</u>
First calendar year of employment	maximum 6 days
1 year to 5 years	10
5 years to 10 years	15
10 years	20

Each year thereafter 1 additional day to attainment of forty (40) days for employees hired before June 30, 1980, thirty (30) days for employees hired into full-time service on or after June 30, 1980 and before July 1, 2015. All employees hired into full-time service on or after July 1, 2015 can earn a maximum of twenty-five (25) days.

Employees who select the First Vacation Option shall receive, after ninety (90) days of continuous service (see paragraph below "Crediting Newly Hired Full-Time, Permanent Employees with Sick, Vacation, and Personal Leave Time" for meaning of continuous service for this clause) in the calendar year in which her employment commences, 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, 2007 will be credited with 4.5 vacation days on June 17, 2007. Then on January 1, 2008, 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. In subsequent calendar years, employees shall be eligible for vacation as set forth in the vacation schedule set forth above.

Selection of this option is permanent and shall remain in effect throughout employment at the Authority.

Second Vacation Option

The second vacation option provides employees with twenty (20) days of vacation time per calendar year subject to the following conditions:

- a) Employees who select the Second Vacation Option shall receive, after ninety (90) days of continuous service (see paragraph below "Crediting Newly Hired Full-Time, Permanent Employees with Sick, Vacation, and Personal Leave Time" for meaning of continuous service for this clause) in the calendar year in which their employment commences, their vacation days based on a prorated basis. For example, for employees who select the Second Vacation Option, the employees will be entitled to 1/12th of the 20 day vacation entitlement per each month of service worked in the first calendar year of employment. In subsequent calendar years, employees shall be eligible for the full twenty (20) days. For purpose of pro-rating vacation time in the first year of service, 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.
- b) Hours earned under this option are ineligible for yearly cash-in.

Selection of this option is permanent and shall remain in effect throughout employment at the Authority.

Policies Affecting Vacations

1. Employment must be continuous to receive the above vacation allowances.
2. 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. Employees who are designated 35 hours per week employees shall earn seven (7) hours of vacation time for each "day" set forth in the schedule.
3. Where in any calendar year the vacation, or any part thereof, is not taken by reason of pressure 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. However, employees who were hired into full-time employment before July 1, 2015 and selected the First Vacation Option, and have with an entitlement of more than fifteen (15) days shall have an option to:
 - a) Cash in unused days over 15 of the current year's entitlement on or about December 10th of each year. Effective January 1, 2016, eligible employees may cash in up to five (5) unused days over 15 of the current year's entitlement on or about December 10th of each year.

- b) Accumulate unused days over 15 of the current year's entitlement until separation from employment. Effective January 1, 2015, employees shall not be permitted to accumulate unused vacation until separation from employment.
 - c) Employees hired into full-time employment on or after July 1, 2015 are ineligible to cash in vacation time.
- 4. Employees on leave of absence without pay for any reason shall not accrue vacation credit for the period of absence and a deduction by twelfths shall be made to vacation credit for the calendar year in which the absence occurs. Periods of absence resulting in deductions to vacation credit are those of one continuous month or more with lesser periods not counting.
 - 5. 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. One (1) "day" is 8 hours for a 40 hours/week employee and 7 hours for a 35 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 employee's annual vacation allotment will be pro-rated and the employee will receive half of his/her annual vacation allotment.
 - 6. Employees must have five (5) consecutive days of paid status in new calendar year to be banked up with vacation time.

Crediting Newly Hired Full-Time, Permanent Employees with Sick, Vacation, and Personal Leave Time

Newly hired full-time, permanent employees must work ninety (90) continuous calendar days of service time before the Authority will credit them with sick, vacation, and personal leave time. Continuous mean that employees have no unpaid time in their days of service. An employee may, however, have up to two (2) days of unpaid time in the 90-day period and still be credited with sick, vacation, and personal leave time at the end of the 90-day period. Two (2) days equates to fourteen (14) hours for a 35 hours per week employee or sixteen (16) hours for a 40 hours per week employee. Employees who do not meet the 90-day continuous service time standard for being credited with sick, vacation, and personal leave time will be credited with such time after they successfully complete their probationary periods.

Sick Leave at Separation for Former Employees of the New Jersey Highway Authority

Sick Leave for former employees of the New Jersey Highway Authority will be governed as follows:

A. Former employees of the New Jersey Highway Authority who were hired on or after January 1, 2000.

Upon official retirement in accordance with the provisions of the Public Employee Retirement System or death, resignation, or retirement in good standing, any former employees of the New Jersey Highway Authority ("NJHA") who were:

- (1) hired on or after January 1, 2000; and
- (2) become or have become members of the Association

shall be paid their accrued Sick Leave hours in a gross amount not to exceed fifteen-thousand dollars (\$15,000). The Sick Leave hours will be paid at the employee's rate as of her retirement in good standing, death, or resignation in good standing.

B. Former employees of the New Jersey Highway Authority who were hired before January 1, 2000 and have more than \$15,000 in their Sick Leave Bank(s).

Any former employees of the New Jersey Highway Authority ("NJHA") who:

- (1) were hired by the NJHA before January 1, 2000;
- (2) become or have become members of the Association; and
- (3) have hours in their Sick Leave bank(s) with a value greater than fifteen thousand dollars (\$15,000) on December 31st of the year they become members of the Association (the value of the bank(s) will be determined by the employee's hourly rate of pay on December 31st of the year they become members of the Association)

shall have the hours in their Sick Leave bank(s) capped as of December 31st of the year they become members of the Association.

Therefore, the maximum number of Sick Leave hours such employees can be paid at retirement, death, or resignation in good standing, is the number of accrued Sick Leave hours in their Sick Leave bank(s) as of December 31st of the year they become members of the Association. The Sick Leave hours will be paid at the employee's rate as of her retirement, death, or resignation. But effective January 1, 2015, the value of the sick banks for affected employees shall be capped at the dollar value of their sick banks as of January 1, 2015.

In addition:

- a) 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 allowed to accrue more hours in their Sick Leave bank(s) than the number they have as of December 31st of the year they become members of the Association.
- b) if the employee subsequently uses Sick Leave hours to reduce the value of the hours in her bank(s) to below \$15,000, said employee can continue to accrue Sick Leave hours. But in no instance shall the employee, at death, or retirement/resignation in good standing, be paid more than a gross amount of \$15,000 for her accrued Sick Leave hours.
- c) If the employee subsequently uses Sick Leave hours to reduce the value of the hours in her Sick Leave bank(s) to any value above \$15,000, said employee shall not be allowed to accrue any additional sick time hours in her Sick Leave bank(s) for purposes of payment at death or retirement/resignation in good standing. For example, if an employee reduces the hours in her Sick Leave bank(s) from 2,000 hours to 1,800 hours, said employee shall not be paid for more than 1,800 hours at death or resignation/retirement in good standing.

C. Former employees of the New Jersey Highway Authority who were hired before January 1, 2000 with less than \$15,000 in their Sick Leave Bank(s).

Upon official retirement in accordance with the provisions of the Public Employee Retirement System, death, or resignation in good standing any former employees of the New Jersey Highway Authority (“NJHA”) who:

- (1) were hired by the NJHA before January 1, 2000;
- (2) become or have become members of the Association; and
- (3) have hours in their Sick Leave bank(s) with a value less than fifteen thousand dollars (\$15,000) on December 31st of the year they become members of the Association (the value of the bank(s) will be determined by the employee’s hourly rate of pay on December 31st of the year they become members of the Association)

shall be paid their accrued Sick Leave hours in a gross amount not to exceed fifteen-thousand dollars (\$15,000). The Sick Leave hours will be paid at the employee’s rate as of her death or retirement/resignation in good standing.

ARTICLE 17 - LONGEVITY PLAN

Association members hired before July 1, 2000 shall be entitled to receive longevity pay which shall be added to and become part of the base rate of pay as follows:

- a. A sum of 4% for all Association members who have at least ten (10) years but less than fifteen (15) years of service, including those who reach ten (10) years of service, effective their anniversary date, and
- b. A sum of 6% for all Association members who have at least fifteen (15) years of service, but less than thirty (30) years of service, including those who reach fifteen (15) years of service, effective their anniversary date, and
- c. A sum of 7% for all Association members who have at least thirty (30) years of service, effective their anniversary date.
- d. These longevity payments shall not be cumulative.
- e. Employees hired after July 1, 2000 will not be entitled to receive any longevity payment.

ARTICLE 18 - MILEAGE REIMBURSEMENT

Mileage will be paid in accordance with the prevailing rate as stipulated by the Federal Internal Revenue Service. Employees shall not be reimbursed for commutation to and from work on either a regular work day or overtime, except for snow volunteers as set forth below.

Mileage for Snow Volunteers

Effective the 2015 - 2016 Snow Season -- October 15, 2015 through April 14, 2016 -- the Authority agrees to pay mileage to Association members who volunteer for snow duty on the Parkway or Turnpike according to the following:

- When an Association member is off duty from his/her regular job and reports to his/her volunteer location to work as a snow volunteer on the Parkway or Turnpike, mileage shall be paid based on the distance between from the employee's home and the location of the volunteer assignment. The Authority shall also pay mileage when the employee is released from volunteer duty and returns to his/her home when the release occurs at a time outside of the employee's regularly scheduled shift.

- When an Association member is on duty at his/her regular job and reports to work as a snow volunteer on the Parkway or Turnpike, mileage shall be paid only if the trips from: (a) the employee's regular work location to the volunteer location is greater than (b) the employee's regular commute home. If (a) is greater than (b), the Authority shall pay mileage based the difference between (a) and (b).
- When an Association member leaves volunteer duty to report to his/her regular job, mileage shall be paid only if the trips from: (a) the employee's volunteer location to the regular job location is greater than (b) the employee's regular commute to work. If (a) is greater than (b), the Authority shall pay mileage based the difference between (a) and (b).
- If an Association member is on duty at his regular job and reports to his/her volunteer location to work as a snow volunteer on the Parkway or Turnpike, and is subsequently released to report back to his/her regular job during the same working day (i.e. the employee started an ended his/her 7 or 8 hour day at his/her regular work location), mileage will be paid from the employee's regular work location to the volunteer location and back to the regular work location.
- Mileage shall not be paid if an employee travels to a volunteer location in an Authority vehicle.

ARTICLE 19 - AUTOMOBILE POLICY

Revocation of Vehicle Assignment

The Authority, upon sixty (60) days notice, may revoke a permanent vehicle assignment and the affected employee shall be paid no compensation for the loss of the vehicle assignment. Employees who lose their vehicle assignments and are required to use their own vehicles for business-related travel will be reimbursed for mileage at the IRS rate. Employees shall not be reimbursed for commutation to and from work on either a regular work day or overtime.

Driver's License Requirement

Employees, who are required to have a valid New Jersey driver's license in order to perform their job duties, must advise their superiors, in writing, that they have lost their driver's license. Failure to do so will result in disciplinary action being filed against the employee. An employee who is required to have a valid New Jersey driver's license in order to perform his/her job duties and loses said license for more than one (1) year shall be terminated.

ARTICLE 20 – PROBATIONARY AND WORK TEST PERIODS

Anyone who is hired into the Association shall be subject to a six (6) month probationary period. The Authority reserves the right to extend the probationary period for up to an additional six (6) months. During the probationary period, the employee shall be an at-will employee and can be terminated with or without cause. Association dues shall not be deducted from employees' pay checks until they have passed probation.

Authority employees who are promoted into the Association, or within the Association, shall be subject to a six (6) month work test period. The Authority reserves the right to extend the work test period for up to an additional six (6) months. The Authority shall return the employee to his/her prior position if the employee:

- i. cannot fulfill the job responsibilities of the Association job title during the work test period;
or
- ii. requests to return to his/her prior position within the first thirty (30) calendar day of the work test period

ARTICLE 21 - UNIFORM ALLOWANCE

The Uniform Allowance for Toll Collection employees, who are required to wear a uniform, will be \$19.23 per bi-weekly pay period.

ARTICLE 22 - TUITION REIMBURSEMENT PLAN

The Authority will provide a Tuition Refund Program for prior approved under-graduate courses. Prior approval means that the Authority must receive the request thirty (30) calendar days in advance of the first day of the course. If a course in which an employee had enrolled and had been approved for reimbursement by the Authority is canceled, fewer than 30 days notice will be accepted for a substituted course. Eligibility is dependent upon achieving permanent status, i.e., completing the six (6) month probation period. 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 tuition and those student fees essential to the completion of the course, excluding books, as well as the cost of tuition according to the schedule below.

<u>Grade</u>	<u>Reimbursement</u>
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.

ARTICLE 23 – TEMPORARY DISABILITY

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. Exhausting of Sick Time

Before receiving temporary disability benefits, eligible employees must exhaust all paid sick time.

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. Effective January 1, 2016, Temporary Disability payments will be at State mandated rates.
- C. In all cases, the illness must be substantiated by the employee providing the Medical Section with the Authority's Temporary Disability Benefit Application form, which will contain an information release allowing the Authority or an Authority physician to contact the employee's doctor to verify necessary medical information. The form shall also include 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 for further details when necessary. If the Association objects to the Authority's denial of an employee's application for temporary disability benefits, the Association and the Authority may 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 Association challenges the Authority's denial of temporary disability benefits.
- D. While receiving temporary disability benefits, employees shall not earn sick, vacation, or personal leave time. When an employee returns to full duty, all sick, vacation, and personal leave 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 personal leave time for 2013 shall be prorated and the employee shall receive two thirds (2/3) of his/her annual allotment of leave time.
- E. An employee who is on extended Disability Leave must have a medical certification from the Authority's physician before returning to duty.
- F. Employees may not use single temporary disability days, except for follow-up examinations for previously covered illnesses, injuries, or scheduled treatments. Employees who use single temporary disability days under this clause are not required to satisfy a new waiting period. Employees cannot use temporary disability benefits for physical therapy. Consistent with Paragraph 2 above, employees can use single temporary disability days under this clause only if they have exhausted all of their paid sick time.

- G. Employees may use earned vacation and personal leave 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 personal leave 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 paragraph 2 of this Article, and the employees' vacation and personal leave accounts will be re-credited for leave time used during the period of the dispute.

4. Conditions

- A. 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.
- B. While receiving temporary disability benefits, the employee must make himself/herself available for evaluation(s) upon request by the Authority's Medical Section.
- C. The Authority shall not pay mileage to employees who are receiving Temporary Disability Benefits and are requested by the Authority to submit to an examination by an Authority physician upon or before his/her return to work.
- D. An employee applying for, or receiving Temporary Disability Benefits shall submit or sign documents, which the Authority may require for the fair and equitable administration of this Plan.

5. Exclusions

- A. Temporary Disability Benefits are not payable where the injury or illness resulted during:
- i. Employment for wage, profits, or gains for any employer other than the New Jersey Turnpike Authority.
 - ii. Participation in a war or any type of activity involving service in the armed forces.
 - iii. The commission of an unlawful act or flight therefrom.
- B. Benefits under this Plan will be terminated during the period an employee fails to comply with its terms, or while engaged in any gainful occupation during the period for which Benefits are claimed, or who resigns or is terminated for cause.

- C. In all questions regarding the degree of Disability or the duration of same, the written medical opinion of the Authority physician will prevail unless the Association avails itself of the independent medical examination procedure set forth in 3C above.
- D. An employee who applies for and receives Temporary Disability Benefits pay without being entitled thereto may be subject to disciplinary action at the discretion of the Authority, and in addition, will be liable for return of all money improperly received.”

ARTICLE 24 - BEREAVEMENT

A paid leave of absence of five (5) working days shall be granted in the event of the death of a:

- spouse
- parent
- child
- sibling

A paid leave of absence of three (3) working days shall be granted in the event of the death of a:

- parent-in-law
- natural grandparent
- grandchild

A paid leave of absence of one (1) working day shall be granted in the event of the death of a:

- sister-in-law
- brother-in-law
- son-in-law
- daughter-in-law
- natural aunt
- natural uncle

Any additional days beyond this schedule shall be charged to sick leave, if any; vacation, if any; or authorized leave without pay. The above leaves shall take precedence over any other leave.

Employees shall have thirty (30) calendar days from the death of a family member to exercise the Authority's bereavement entitlement. There shall be no bereavement entitlement after the expiration of said period. The employee will provide reasonable verification of the death.

Employees who are designated 40 hours per week employees shall earn eight (8) hours of bereavement time for each “day” set forth in the schedule above. Employees who are designated 35 hours per week employees shall earn seven (7) hours of bereavement time for each “day” set forth in the schedule.

ARTICLE 25 – RETIREE HEALTH BENEFITS

A. Retiree Health Benefits: Subject to the eligibility requirements set forth below, employees, who separate from the Authority in good standing, along with their eligible dependents, shall be offered lifetime hospital/medical surgical, major medical, and prescription coverage. “Lifetime” means life of the retiree. Eligible employees, who had twenty (20) or more years of PERS service as of June 28, 2011, and their eligible dependent(s), shall carry into retirement the same hospital/medical surgical, major medical, and prescription coverage as they received on their last day of employment with the Authority. Eligible employees, who did not have twenty (20) or more years of PERS service as of June 28, 2011, and their eligible dependent(s), shall be offered in retirement the same hospital/medical surgical, major medical, prescription, dental, and vision coverage as those offered to active employees.

1. Conditions of Retiree Health Benefits:

- Dental and routine vision care benefits are terminated at retirement.
- Upon the death of the retiree, applicable Survivor Benefits (detailed in paragraph “B” below) shall prevail.

2. Eligibility to receive Retiree Health Benefits:

- Employees who were hired into full-time service prior to July 1, 2015 must: (1) be eligible to receive a pension -- ordinary, accidental, early, service or veterans -- from PERS; and (2) have at least five (5) or more years of Authority service.
- Employees hired into full-time service on or after July 1, 2015 must be: (1) eligible to receive a pension from PERS; (2) age 55 or above; and (3) have at least 10 years of full-time Authority service.
- Years of service are cumulative, but the rules which apply to an employee are determined by most recent hire date.

3. Cost of Retiree Health Benefits: Full cost of the lifetime benefits set forth above, excluding applicable co-pays and deductibles, shall be borne by the Authority.

4. Medicare: Upon becoming Medicare eligible (reaching age 65, or earlier due to disability), a retiree and eligible spouse shall enroll in Part A and Part B of Medicare. The Authority will reimburse the cost of Part B Medicare Standard premium. Eligible retirees and spouses will be enrolled for Medicare reimbursement only upon the Authority’s receipt of their Medicare cards, which shall be submitted to the Authority within six (6) months of enrollment in Medicare Part B, and all Medicare reimbursements shall be prospective from that time. The Authority shall not make any retroactive payments for any periods prior to receipt of Medicare cards. Reimbursement for Part B Medicare Standard Premium is offered only during the life of the retiree.

5. 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.

B. Survivor Benefits:

Basic Continuation of Coverage for Surviving Dependents:

Eligible dependents of future deceased employees and retirees shall continue to receive all health benefits in place at the time of death, except Medicare Reimbursement, for a period of twelve (12) months. One final Medicare Reimbursement check, covering the months up to and including the date of death, shall be made payable to "The Estate of" the deceased retiree and disbursed at the next regular reimbursement period following the date of death.

Extended Coverage for Surviving Dependents (effective 1/1/2005):

Extended coverage of all health benefits in place at the time of death, except Medicare Reimbursement as described above, shall be provided to eligible surviving dependents of future deceased employees and retirees for an extended period of time based upon years of service as follows:

One year: for employees or retirees with 10 or less years of service or until remarriage of surviving spouse.

Two years: for employees with fewer than 15 but more than 10 years of service, or until remarriage of surviving spouse.

Five years: for employees or retirees with 15 or more years of service, but fewer than 20 years of service or until remarriage of surviving spouse.

Ten years: for employees or retirees with 20 or more years of service, or until remarriage of surviving spouse.

If the surviving spouse of an employee, who retires on or after July 1, 2015, 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.

ARTICLE 26 – STAND-BY DUTY

ITS Department

The Authority has the discretion to assign employees in the ITS Department to Stand-By Duty. Stand-by duty will be assigned on a rotating basis with employees assigned one (1) week of Stand-By Duty from 8:00 AM Monday through 8:00 AM Monday. The hour which Stand-By Duty begins may be adjusted as directed by management.

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

1. carry an Authority supplied mobile telephone or other electronic communication device; and
2. have a method of remote access, e.g., laptop with Air Card and VPN access, into the NJTA network with them at all times; and
3. remain within reasonable commuting distance to their normal work location while on Stand-By Duty.

Employees in ITS Department who are assigned to weekly Stand-By Duty and occupy a pay grade XIII or XIV job title shall be paid for each week of Stand-By Duty a sum equal to eight (8) hours of pay at the straight time rate.

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

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

Employees who are not on Stand-By Duty and are required to do work from home shall receive a minimum of (1) hour of pay at the straight time rate. Employees who are not on Stand-By Duty and cannot resolve an issue from home and must travel to Authority premises to resolve the issue shall receive a minimum of four (4) hours of pay at the straight time rate.

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

Maintenance Department

When the Authority deems necessary, it may assign members of the Association, who are assigned to the Maintenance Department and occupy a pay grade XIII or XIV job title, to Stand-By Duty.

If the Authority exercises its discretion to assign a member of the Association who is assigned to the Maintenance Department and occupies a pay grade XIII or XIV job title, to Stand-By Duty, the following process shall be employed:

Stand-By Duty in the Maintenance Department will be assigned to employees on a rotating basis. The Maintenance Department may have more than one (1) group of employees on Stand-By Duty.

For example, it may have employees in the Trades group rotating on one stand-by list and it may have another group of employees on a separate, rotating stand-by duty list.

Employees assigned to Stand-By Duty shall be assigned one week of Stand-By Duty from 7:00 AM Monday through 7:00 AM Monday. The hour which Stand-By Duty begins may be adjusted by management.

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

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

Members of the Association who are assigned to weekly Stand-By Duty shall be paid for each week of Stand-By Duty a sum equal to four (4) hours of pay at the straight time rate.

Employees on Stand-By Duty and are required to do work from home will be not be paid for hours worked, unless the cumulative hours worked from home exceed the guaranteed four (4) hours of straight time. For example, if an employee, who is on Stand-by Duty, works ten (10) hours from home during his week of Stand-By Duty, he will be paid the four (4) hours of guaranteed straight time, plus six (6) hours of straight time.

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

Employees who are not on Stand-By Duty and are required to work from home shall be paid for hours worked at the straight time rate if they work for more than (1) hour. Employees who are not on Stand-By Duty and cannot resolve an issue from home and must travel to Authority premises to resolve the issue shall receive a minimum of four (4) hours of pay at the straight time rate.

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

In addition, four (4) hours of pay at the straight time rate shall be paid to employees who are on Stand-by Duty on any of the paid holidays in the Article 15 of the CNA.

Employees cannot reassign their Stand-By Duty to another employee without the written approval, which includes electronic mail, of the Authority.

Operations Department

When the Authority deems necessary, it may assign members of the Association to the Operations Department's Stand-By Duty list. If the Authority elects to assign a member of the Association to the Operations Department's to Stand-By Duty, the following process shall be employed:

Stand-By Duty in the Operations Department will be assigned on a rotating basis. Employees assigned to Stand-By Duty shall be assigned one week of Stand-By Duty from 9:00 AM Monday through 9:00 AM Monday. The hour which Stand-By Duty begins may be adjusted as directed by management.

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

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

Members of the Association who are assigned to weekly Stand-By Duty and occupy a pay grade XIII or XIV job title shall be paid for each week of Stand-By Duty a sum equal to six (6) hours of pay at the straight time rate.

Employees on Stand-By Duty and are required to do work from home will be not be paid for hours worked, unless the cumulative hours worked from home exceed the guaranteed six (6) hours of straight time. For example, if an employee, who is on Stand-by Duty, works ten (10) hours from home during his week of Stand-By Duty, he will be paid the six (6) hours of guaranteed straight time, plus four (4) hours of straight time.

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

Employees who are not on Stand-By Duty and are required to do work from home shall receive a minimum of (1) hour of pay at the straight time rate. Employees who are not on Stand-By Duty and cannot resolve an issue from home and must travel to Authority premises to resolve the issue

shall receive a minimum of four (4) hours of pay at the straight time rate.

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

In addition, four (4) hours of pay at the straight time rate shall be paid to employees who are on stand-by duty on one of the holidays in Article 15.

Employees cannot reassign their Stand-By Duty to another employee without the written approval, which includes electronic mail, of the Authority.

Because the Authority employs Stand-By Duty for departments and sections other than the Operations Department, a member of the Association cannot be on Stand-By Duty for the Operations Department the same week he/she is on Stand-By Duty for another department or section.

Safety Section

When the Authority deems necessary, it may assign members of the Association to the Safety Section's Stand-By Duty list. If the Authority elects to assign a member of the Association to the Safety Section's Stand-By Duty list, the following process shall be employed:

Stand-By Duty in the Safety Section will be assigned on a rotating basis. Employees assigned to Stand-By Duty shall be assigned one week of Stand-By Duty from 9:00 AM Monday through 9:00 AM Monday. The hour which Stand-By Duty begins may be adjusted by management.

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

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

Members of the Association who are assigned to weekly Stand-By Duty and occupy a pay grade XIII or XIV job title shall be paid for each week of Stand-By Duty a sum equal to four (4) hours of pay at the straight time rate.

Employees on Stand-By Duty and are required to do work from home will be not be paid for hours worked, unless the cumulative hours worked from home exceed the guaranteed four (4) hours of straight time. For example, if an employee, who is on Stand-by Duty, works ten (10) hours from home during his week of Stand-By Duty, he will be paid the four (4) hours of guaranteed straight time, plus six (6) hours of straight time.

Employees on Stand-By Duty who cannot resolve an issue from home and must travel to

Authority premises to resolve the issue shall receive a minimum of two (2) hours of pay at the straight time rate.

Employees who are not on Stand-By Duty and are required to do work from home shall receive a minimum of (1) hour of pay at the straight time rate. Employees who are not on Stand-By Duty and cannot resolve an issue from home and must travel to Authority premises to resolve the issue shall receive a minimum of four (4) hours of pay at the straight time rate.

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

In addition, four (4) hours of pay at the straight time rate shall be paid to employees who are on stand-by duty on one of the holidays provided for in Article 15.

Employees cannot reassign their Stand-By Duty to another employee without the written approval, which includes electronic mail, of the Authority.

The Authority employs Stand-By Duty for departments and sections other than the Safety Section. If by necessity, or mistake, the Authority assigns a member of the Association to Stand-By Duty for the Safety Section the same week he/she is on Stand-By Duty for another department or section, the member will be paid for only one (1) week of Stand-By Duty. The member will be paid the higher of the two (2) guaranteed Stand-By Duty hours.

ARTICLE 27 – WORKERS’ COMPENSATION

- A. With the exception of paragraphs B and C below, employees shall receive benefits including, but not limited to, benefit rates and waiting periods, 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 Workers’ Compensation Act shall be controlling.
- B. In addition to any benefits to which employees 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.
- C. 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 regularly scheduled shifts. A light duty assignment shall be consistent with a employee’s normal job responsibilities and shall be in an employee’s work

area. An employee assigned light duty will not be denied overtime provided the employee is medically approved to work overtime.

- D. With the exception of paragraphs B and C above, this Article is not subject to the grievance/arbitration provisions of Article 12 of the CNA.

ARTICLE 28 – UNIT PRESERVATION

In the event of the “monetization” of the New Jersey Turnpike Authority, the bargaining unit job classifications presently represented by AFSCME Local 3914 (3912-3913) shall continue to be represented by said local.

ARTICLE 29 – ATTORNEYS

Effective June 22, 2015, the Authority recognized the Association as the exclusive negotiations representative of the job title “Attorney.” The Attorney position will be:

- Thirty-five (35) hours/week position, 8 hours per days, with a one (1) hour unpaid lunch; and
- Pay Grade M-XIVA

The following provisions of this Collective Negotiations Agreement (“CNA”) shall not apply to the Association job title “Attorney”:

Provisions of the CNA which do <u>not</u> apply to Association job title “Attorney”	Note
Article 8 – Overtime	Attorneys are ineligible to be paid either overtime or straight time for hours worked beyond either their regularly scheduled shift or beyond forty (40) hours per week.
Article 11 – Layoff and Recall	
Article 12 – Termination, Grievance and Discipline	

ARTICLE 30 - ADDITIONAL BENEFITS

Other benefits not specifically outlined in this Agreement as related to Retirement, Annual Physical, Deferred Compensation Plan, and Family Leave shall remain in full force and effect.

Separation Bonus

The Authority will provide a separation package to those employees, who were hired into full-time service prior to January 15, 2015 and retire in good standing with 10 or more years of full-time Authority service, at an amount of six hundred (\$600) for each full year of Authority service subject to the following conditions:

- 'Authority service' means full-time employment with the Turnpike Authority, Highway Authority, or a combination of both. Service time need not be continuous.
- '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.
- 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.
- 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.
- Employees will not accrue years of service toward a separation bonus after January 15, 2015. For example, if an employee has twenty-six (26) full years of service as of January 15, 2015, and subsequently retires from the Authority on July 1, 2023 and is eligible to retire into PERS, the Authority will pay the employee a separation bonus of \$15,600 (26 years X \$600). Another example is if an employee had three (3) full years of service as of January 15, 2015 and subsequently retires from the Authority on July 1, 2041 and is eligible to retire into PERS, the Authority shall pay said employee a separation bonus of \$1,800 (3 years x \$600).
- Employees hired into full-time service on or after January 15, 2015 are ineligible to receive a separation bonus.

Toll Free Commutation

Effective 11:59 p.m. on December 31, 2015, the Authority shall not provide toll free commutation to members of the negotiations unit.

Terminal Leave

Terminal leave shall be eliminated for employees hired into full-time service on or after July 1, 2015. Employees who were hired into full-time employment before July 1, 2015, shall be permitted to use Terminal Leave for a maximum period of ninety (90) calendar days.

Group Life Insurance

The Authority shall provide members of the Association who were hired into full-time employment prior to July 1, 2015 with:

- fifty thousand dollars (\$50,000) of Group Life Insurance while they are active employees regardless of age;
- upon retirement*, the value of the Group Life Insurance shall be reduced from \$50,000 to twenty-five thousand dollars (\$25,000) and the life insurance terminates at the end of the month the retirees* turn age 70. Employees who are age 70 or over at the time of their retirement are ineligible for this \$25,000 of Group Life Insurance; and
- the Group Life Insurance program also provides life insurance to retirees equal to 5/16th of the retiree's final twelve (12) months base salary and this coverage remains in place for the life of the retiree.

*Retirement/Retiree(s) mean the employee has retired from the Authority and is otherwise eligible to receive Authority retiree health benefits.

All policies under the Group Life Insurance program are term life insurance policies and are not assignable.

Anyone hired into full-time employment on or after July 1, 2015 is ineligible for the above insurance.

Long Term Disability Insurance

Anyone hired into full-time employment on or after July 1, 2015 shall not be provided Long Term Disability Insurance.

ARTICLE 31 - STRIKES

There shall be no strikes or lockouts during the term of the contract.

ARTICLE 32 - RULES OF THE EMPLOYER

The parties agree that the Employer has the right to make reasonable rules and regulations. The Employer will first give the Association sufficient notice of its proposal and the Association then will make a timely demand to negotiate. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association. All rules and regulations promulgated by the Employer for the proper and efficient operation of the Public Services shall be duly and conspicuously posted and dated.

ARTICLE 33 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject for collective negotiations.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 34 - TERM OF AGREEMENT

Except as otherwise provided herein, the terms and effects of this Agreement shall be in force commencing July 1, 2011, and shall remain in effect and full force through June 30, 2017.

Each party shall give written notice sixty (60) days prior to the expiration date of its desire to negotiate a new Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the periods of negotiations. Copies of this Agreement, when executed, shall be distributed to all Association members.

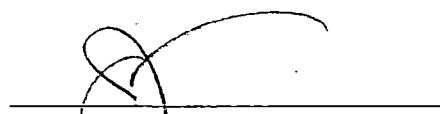
SIGNATURES

IN WITNESS WHEREOF, the Employer and Association have caused this Agreement to be signed by their duly authorized representatives as of the 6th day of April, 2017.

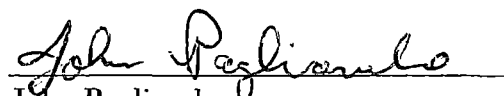
ATTEST:

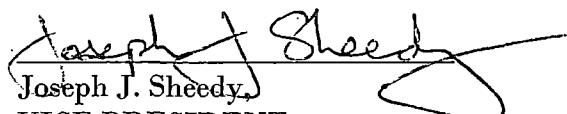
NEW JERSEY TURNPIKE AUTHORITY

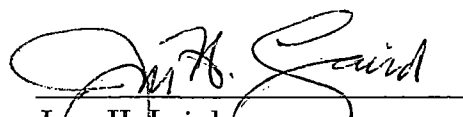

Kim Schurman,
SECRETARY TO NJTA

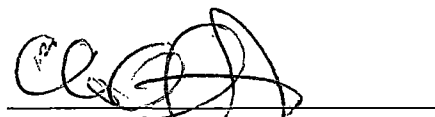

Joseph W. Mrozek,
EXECUTIVE DIRECTOR

MANAGER'S ASSOCIATION
LOCAL 3914 (3912-3913), AFSCME


John Pagliarulo,
PRESIDENT


Joseph J. Sheedy,
VICE PRESIDENT


Jean H. Laird,
TREASURER


Charles Ortiz,
SECRETARY

ATTACHMENT A – Negotiations Unit Job Titles

**Pay Grade XIII
Job Titles**

Accountant	Data Proces Oper Coordinator
Accounting Manager - General Ledger	Disbursements Manager
Accounting Manager – Internal Control	District Manager
Accounts Payable Manger	Environmental Analyst
Accounts Receivable Manager	Electronic Project Supervisor
Adm & App Support Mgr	Emergency Services Manager
Admin Project Supervisor	Environmental Services Manager
Assistant Building Maintenance Manager	ETC Database Administrator
Assistant Customer Services Manager	ETC Hardware Installation Specialist
Assistant Disbursements Manager	ETC Systems Coordinator
Assistant Manager, Inventory Control	Facility Manager
Assistant Telecomm Manager	Fiber Optic Engineer
Assistant Traffic Engineer	Field Electronics Manager
Audit Operations Manager	Field Environmental Manager
Automotive Project Supervisor	Field Telecomm Manager
Automotive Training Manager	General Foreman Automotive
Automotive Records Manager	General Foreman Buildings
Billings Manager	Highways Project Supervisor
Buildings Div Coordinator	Incident Management Coordinator
Buyer	ITS Assistant Project Manager
CADD Project Supervisor	Janitorial Manager
Cash Manager	LANWAN Network Admin
Claims Manager	Maintenance Engineer
Commercial Accounts Manager	Maintenance Systems Supervisor
Comm Network Design Coord	Manager, GIS Platform
Construction Engineer	Manager, GSP Technology Device Tech.
Construction ETC Supervisor	Manager, Infrastructure/User Support
Construction Supervisor-13	Motor Pool Fleet Specialist
Construction Supervisor Maintenance	Network Engineer
Cost Accountant	Network Engineer, Voice, Video & Data
CSC/Vpc Operations Manager	Networking Products Manager
Database Administrator	

Pay Grade XIII
Job Titles

Office Services Manager	Revenue Control Manager
One Call Coordinator	Roadway Superintendent - GSP
Operations Engineer	Roadway Superintendent - TPK
Operations ITS Coordinator	Safety Coordinator
Patron Services Analyst	Senior ETC Programmer
Patron Services Contracts Manager	Senior Environmental Supervisor
Planner	Senior Financial Auditor
Police Services Manager	Senior IT Engineer, Facilities & Struct.
Program Analyst	Sign Shop Manager
Project Analyst - GIS	Software Engineer – Admin System
Project Change Manager	Superintendent of Snow Operations
Project Buildings Supervisor	System Analyst
Project Maintenance Supervisor	System ATSC Project Coordinator
Project Structures Supervisor	Systems Operations Supervisor
Project Supervisor - 40	Systems Projects Coordinator
Project Supervisor - 35	Systems Projects Coordinator - Tolls
Project Supervisor - Highway	TEM Manager
Project Supervisor - HVAC	Toll Audit Supervisor
Project Supervisor, Right-of-Way	Toll Collection Audit Manager
Project Supervisor, Construction Engineer	VMS Platform Admin Manager
Property Inspector	Warehouse Inventory Coordinator
Radio Division Manager	Windows Platform Support Manager

Pay Grade XIV
Job Titles

Admin, Buildings Mgr	GSP Elec Data Cap Devices Mgr
Admin, Toll Collection Manager	Hardware Engineer
Area, Buildings Div. Manager	Highway Engineer
Area Manager	Human Capital Mgmt Mgr
Assistant Automotive Manager	Inventory Control Manager
Assistant Division Manager	Inventory & Field Buyer
Assistant General Projects	IT Facilities Manager
Automotive Services Manager	Landscape Manager
Billings Administrator	Land Surveyor
Budget Coordinator	Loc/Wide Adm Mgr Area Net
Budget Coordinator – Engineering	Maint Code Compliance Officer
Budget Coordinator – Finance	Maintenance Fleet Specialist
Building Maintenance Manager	Maintenance Roadway Manager
Cash Toll Audit Manager	Manager Admin Software
Chief Drafter	Manager, Communications Services
Collaboration Services Manager	Manager, Facilities & Structures Support Svcs
Community Relations Assistant	Manager, Field Oper. & Spec. Projects
Config/Software QA Manager	Manager of Network Engineering
Craftsperson Field Supervisor	Manager, STMC
Crew Manager	Manager Technical Services
Customer Services Manager	Manager Technology Leased Assets
District Equipment Manager	Manager Toll Systems Reconcil.
Electrical Engineer	Manager Traffic Operations
Environmental Manager	Manager Traffic Operations' Software
ETC Database Manager	Manager, Windows Administration
ETC Engineer	Microproces Sys Coord
ETC Software Engineer	New Business Development Coordinator
ETC System Manager	Payroll Manager
ETC System Network Administrator	Principal Engineer
ERP Application Supervisor	Print Shop Manager
ETC System Network Administrator	Procurement Specialist Manager
ERP Application Supervisor	Project - Bridges Engineer
Field Operations Manager	Project Engineer, ITS
General Foreman	Project Struct Engring Engr
General Project Engineer	

Pay Grade XIV
Job Titles

Project Engineer	Senior Maintenance Engineer
Project Engineer - Maintenance	Senior Sys Project Coord
Project Facilities Engr	Senior Database Administrator
Project Highway Section Engineer	Safety Administrator
Project Manager	Safety Manager
Project Manager CADD/GIS	Sr. Sign Shop Manager
Project Manager Environmental	Software Engineer
Project Manager Telecommunication	Structures Engineer
Project Specifications Engineer	Supply Chain Manager
Project Tech Tele/Elect Mgr	Systems Admin - PeopleSoft
Property Control Manager	Systems Supervisor
Purchasing Manager	Telecomm ETC Engineer
Right-Of-Way Manager	Toll Equipment Supervisor
Roadway Services Administrator	Tolls Inventory & Staffing Manager
Roadway Superintendent - GSP	Tolls Technical Analyst
Roadway Superintendent - TPK	Traffic Engineer
Senior Buyer	Treasury Manager
Senior Emergency Services Manager	Wide Area Net & Multi-Agency Coordinator
Senior Engineer, Voice & Colab. Svcs.	

Pay Grade XIVA
Job Title

Attorney

Pay Grade XV
Job Titles

Admin, Services Manager
Assistant Supervising Engineer
Assistant Supervising Engineer, Bridges
Assistant Supervising Engineer, Highways
Assistant Supervising Engineer, Hwy-Contr
Assistant Supervising Engineer, Planning
CDL Training Coordinator
Contracts Div Manager
Contracts & Projects Manager
ETC Project Engineer
Facilities Superintendent
Financial Systems Manager
Info Technology Manager
Inventory Quality Assu Manager & Mat Exp
ITS Program Supervising Engineer
Patron Services Manager
Senior Construction Engineer
Senior Engineer
Senior Engineer – ITS
Senior Environmental Manager
Senior Financial Manager
Senior Highway Engr
Senior Project Engr
Senior Purchasing Manager
Senior Structures Engineer
Software Engineer Manager
Special Asst to Dir of Maintenance

ATTACHMENT B -- Authority Resolution - Sick Leave Cap

RESOLUTION

Effective immediately, all management employees in Group XIII and up, and certain confidential employees, will be restricted to a maximum cap of \$15,000 on Sick Leave benefits eligible to be cashed in at time of retirement, or utilized as Terminal Leave at the capped amount remaining in that employee's bank as of December 31, 1988.

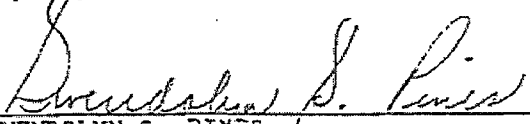
As this new policy is prospective, employees in this category who will have accrued Sick Leave benefits in excess of \$15,000 shall have these benefits remain intact as of December 31, 1988. In the event of an employee's sick bank being reduced below \$15,000 before retirement, this new policy as to the \$15,000 cap will prevail. At the time of retirement, the amended Terminal Leave policy will take effect and the employee shall be given the continuing option of receiving 100% current salary in lump sum payment for said sick banks, or utilize same for Terminal Leave in weekly payments until said payments are exhausted before proceeding to pension. Furthermore, while on Terminal Leave, payments will be made at the current salary level at time of Terminal Leave with:

1. No payments for holidays;
2. No general salary increases;
3. No updating of sick or vacation credit;
4. No payment will be made for uniform allowance in the Toll Collection Department.

Those employees who are on Terminal Leave prior to May 17, 1988 will not receive general salary increases.

This modified policy shall not affect the vesting of vacation or the right of cash-in of Sick or Vacation time in December of each year. Commencing January 1, 1989, allotted annual Sick Leave update will be maintained in a separate bank from which the employee will be able to utilize the annual cash-in policy.

I hereby certify the foregoing to be
a true and correct copy of Resolution
adopted at the regular meeting of the
New Jersey Turnpike Authority, on
May 17, 1988


QWENDOLYN S. PIXES
Assistant Secretary

ATTACHMENT C -- AFSCME LOCAL 3912-3914 Annual Base Salary Scale

GRADE		7/1/2011	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016
XIII	MIN	\$65,828.686	\$65,828.686	\$66,486.973	\$67,650.495	\$68,935.854	\$70,245.636
	MAX	\$97,283.353	\$97,283.353	\$98,256.187	\$99,975.670	\$101,875.208	\$103,810.836
XIV	MIN	\$73,870.61	\$73,870.61	\$74,609.31	\$75,914.98	\$77,357.36	\$78,827.15
	MAX	\$111,201.27	\$111,201.27	\$112,313.29	\$114,278.77	\$116,450.06	\$118,662.62
XIVA	MIN					\$68,935.86	\$70,245.63
	MAX					\$116,450.10	\$118,662.60
XV	MIN	\$83,922.97	\$83,922.97	\$84,762.20	\$86,245.54	\$87,884.20	\$89,554.00
	MAX	\$119,268.77	\$119,268.77	\$120,461.46	\$122,569.53	\$124,898.35	\$127,271.42