New Jersey Turnpike Authority

Employee Union Contract

Teamsters Industrial and Allied Workers Union Local 97

AGREEMENT BETWEEN

NEW JERSEY TURNPIKE AUTHORITY

AND

TEAMSTERS INDUSTRIAL AND ALLIED WORKERS UNION LOCAL 97

NOVEMBER 1, 2011

THROUGH

OCTOBER 31, 2017

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AGREEMENT

This Agreement made and entered into as of June 10, 2015, and effective from November 1, 2011, and until midnight October 31, 2017 is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority", and Local 97, International Brotherhood of Teamsters, hereinafter referred to as the "Union."

Preservation of Bargaining Unit Representation: In the event of the "monetization" of the New Jersey Turnpike Authority, the bargaining unit job classifications presently represented by Local 97, International Brotherhood of Teamsters shall continue to be represented by said local.

ARTICLE I - RECOGNITION

The Authority recognizes the Union as the bargaining agent, pursuant to Chapter 123, P.L. 1974, of employees as set forth below and in accordance with N.J.S.A. 27:23-1(b)(3).

INCLUDED: All office, clerical and technical employees employed by the New Jersey Turnpike Authority.

EXCLUDED: Managerial executives, confidential employees, supervisors within the meaning of the Act, craft employees, professional employees, police, seasonal employees and all employees in other collective negotiation units.

ARTICLE II - CONSIDERATION AND COOPERATION

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

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

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

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

5. It is recognized that there are certain functions, responsibilities and management rights exclusively reserved to the Authority, among which are, but without limitation, the direction

and operation of the Authority, the determination of the number and location of its facilities, the curtailment of services, the partial or complete closing of facilities, the number and size of departments, the services to be offered, the types of work to be performed, the schedules of services, and the making and enforcing of reasonable rules and regulations for the Authority's operations and discipline and safety of employees. The right of the Authority to schedule shifts and hours of work and to assign the work of employees is also recognized as within management's rights.

6. The Authority has the right to hire its employees and determine their qualifications. The appointment, assignment, promotion, demotion, transfer, discharge or discipline for just cause and temporary and/or permanent layoff of employees are the sole function of the Authority, except as may be limited by any provision of the Agreement or by law.

7. The Authority will notify the President of the Union and the Chief Shop Steward, in writing, which includes electronic mail, of any contemplated action regarding conditions of any employee's employment, including layoff, transfer, permanent or temporary re-assignment, discipline or disability prior to official notification to the employee. A copy of any document, regardless of its content, that is sent to the President of the Union shall also be sent to the Chief Shop Steward. The President of the Union can be contacted at 136 Central Avenue, Clark, NJ 07066, phone 732-381-1090, fax 732-381-1230.

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

ARTICLE III - DISCRIMINATION

1. The provisions of this Agreement shall be applied without discrimination on any basis prohibited by law.

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

ARTICLE IV - MAINTENANCE OF WORK OPERATIONS

1. The Union agrees that for the duration of this Agreement, neither the Union nor any person acting in its behalf or any employee covered by this Agreement shall authorize, support or participate in any strike, stoppage of work, or concerted absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment. The Union agrees that such action will constitute a material breach of this Agreement. The Authority agrees not to lock out any employees covered by this Agreement for the duration of such Agreement.

2. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach by the Union or its members.

ARTICLE V - CHECKOFF

1. The Authority hereby agrees, beginning with the thirtieth (30th) day of employment, to deduct from the salaries of employees covered by this Agreement dues for Union membership. Said monies, together with records regarding any corrections, shall be transmitted to the Union office at 485 Chestnut Street, Union, New Jersey 07083, by the first Tuesday of the month following the monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Authority written notice thirty (30) days prior to the effective date of such change.

2. Any employee covered by this Agreement who does not choose to have dues deducted from his salary must pay a representation fee in lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments. The collection of such representation fee, the use of such representation fee and appeal for such fee in regard to this Agreement shall be governed by N.J.S.A. 34:13A-5.5 through 34:13A-5.8.

3. The Union will provide the necessary check-off authorization forms, and deliver the signed forms to the designated Authority officials as provided for in N.J.S.A. 34:13A-5.6.

4. The Union indemnifies, defends and saves the Authority harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Authority in reliance upon the salary deduction authorization cards submitted by the Union or any other action taken by the Authority under any section of this article.

ARTICLE VI - WAGES

1. GENERAL WAGE INCREASES

The wage increases shall be as follows:

- November 1, 2011 – 0.0% wage increase
- November 1, 2012 – 0.0% wage increase
- November 1, 2013 – 1.0% wage increase
- November 1, 2014 – 1.75% wage increase
- November 1, 2015 – 1.9% wage increase
- November 1, 2016 – 1.9% wage increase

The scale for base salaries is located in Appendix A.

2. BONUS UNDER $40,000

Effective November 1, 2007, employees earning $40,000 per annum or less will be eligible to receive a bonus which will not be added to base salary. The bonus shall be paid at the time of general wage increases, which are set forth above. The bonus shall be the difference between the increase calculated at $40,000 and the actual increase received. In other words, if on 11/1/07 an employee is earning $30,000/year, that employee will receive a 3% general wage increase, which calculates to a $900 increase. Applying the 3% general wage increase to $40,000 yields a $1,200 increase. The employee then receives $300 as a bonus, the difference between $1,200 and $900.

3. MEAL ALLOWANCE

A. Effective November 1, 2007, employees who are required to work at least two (2) hours in advance of the start of their normal scheduled working day, or in case of a holdover, are required to work three (3) hours in excess of the hours in the normal scheduled working day, or who work at least three (3) hours when called to non-scheduled duty, shall be entitled to a $13.00 meal allowance. Effective November 1, 2009, the meal allowance shall be $15.00.

B. Effective November 1, 2007, employees who work beyond the first meal allowance earned (other than the two (2) hours meal in advance of the normal working day provided in 2(a) above) shall be entitled to an additional $11.25 meal allowance for each additional six (6) continuous hours worked thereafter. Effective November 1, 2009, the meal allowance shall be $13.25.

C. Employees who are called in four (4) or more hours before the start of their regularly scheduled shift to work during an ice storm, snowstorm, or other emergency shall first be entitled to a meal allowance under section A above and for every six (6) continuous hours thereafter shall be entitled to a meal allowance as set forth in Section B above.

4. TRAVEL EXPENSES

A. Effective November 1, 2004, Union members shall receive reimbursement for mileage at the IRS standard when required to use their personal vehicle for Authority business.

B. Effective July 1, 2015, when an employee in the Parkway roadway maintenance department is temporarily reassigned to work in a yard within the employee's area – north, central, south -- mileage will be paid only if the reassignment increases the employee's commute. It is the employee's responsibility to report for duty to the yard within their area with his/her own vehicle. For example, if an employee lives in Holmdel, NJ and works the Clark Yard, and is directed to report to the Telegraph Hill Yard -- both yards are in the same area – the employee shall report to duty with her own vehicle to the Telegraph Hill Yard and no mileage will be paid because the employee's regular commute has been reduced. But if an employee lives in Holmdel, NJ and works in the Telegraph Hill Yard and is directed to report to the Clark Yard -- both yards are in the same area – the employee shall report to duty with her own vehicle to the Clark Yard and mileage will be paid for the travel between the Telegraph Hill Yard and the Clark Yard because the employee's regular commute was increased. Mileage shall not be paid if an employee is permanently reassigned. Mileage shall be paid in all instances if the employee is temporarily assigned to a yard outside her area.

When a member of the negotiating unit is temporarily reassigned as part of the above and incurs more tolls from commuting than he/she had been incurring from his/her prior location, the Authority shall reimburse the employee for the difference between what the employee had paid in tolls for commuting before the temporary assignment and tolls incurred for commuting while in the temporary assignment. The employee must provide the Authority with proof of the tolls incurred within ninety (90) days of paying the toll.

5. LONGEVITY PAY

A. Employees hired prior to January 1, 1996, are eligible to receive longevity pay. Subject to the following conditions, longevity pay becomes effective on the 10-year, 15-year, and 30-year anniversary of an employee's permanent date of hire.

   i. Longevity pay for employees who have completed ten (10) years of full-time Authority service = four percent (4%) added to the employee's base pay.

   ii. Longevity pay for employees who have completed fifteen (15) years of full-time Authority service = six percent (6%) added to the employee's base pay.

   iii. Effective January 1, 2008, longevity pay for employees who have completed thirty (30) years of full-time Authority service = seven percent (7%) added to the employee's base pay. The seven percent (7%) longevity pay shall be paid prospectively from January 1, 2008.

   iv. Longevity payments shall not be cumulative.

B. Employees hired on or after January 1, 1996, are not eligible for longevity pay.

6. UNIFORM ALLOWANCE

All employees, who are required to wear a uniform, shall be paid a uniform maintenance allowance in a lump sum of the following amounts on the following dates:

11/1/11	$300
11/1/12	$300
11/1/13	$300
11/1/14	$300
11/1/15	$300
11/1/16	$300

Below is the list of job titles that are eligible to receive the uniform allowance. The Authority reserves the right to make additions and deletions to this list based on factors including, but not limited to, changes to the job duties of the titles listed below:

- Automotive Coordinator
- Clerk 2 – 80 (assigned to Automotive Services Section)
- Clerk 2 – 80 (assigned to Parkway Maintenance Department)
- Property Control Coordinator
- Senior Engineering Technician
- Storekeeper 2
- Storekeeper 3

Employees authorized to receive a uniform allowance shall be subject to progressive discipline if they do not wear their uniforms while working.

7. SAFETY SHOE ALLOWANCE

The Authority's Safety Manager will certify which employees are required to wear safety shoes. All employees required to wear safety shoes as part of their job duties shall receive a shoe allowance, which will be paid a lump sum of the following amounts on the following dates:

11/1/11	$95
11/1/12	$95
11/1/13	$95
11/1/14	$95
11/1/15	$95
11/1/16	$95

Below is the list of job titles, which have been certified by the Safety Manager, that are eligible to receive the shoe allowance. The Authority reserves the right to make additions and deletions to this list based on factors including, but not limited to, changes to the job duties of the titles listed below.

- Asset Administrator
- Assistant Warehouse Supervisor
- Automotive Coordinator
- Clerk 1 – 70 (assigned to Internal Audit Department)
- Clerk 2 – 80 (assigned to Automotive Services Department)
- Clerk 2 – 80 (assigned to Parkway Maintenance Department)
- Land Surveyor Assistant
- Landscape Specialist
- Maintenance District Coordinator
- Maintenance Fleet Administrator
- Project Supervisor Parkway
- Property Control Coordinator
- Safety Coordinator
- Safety Inspector
- Senior Clerk 80 (assigned to Parkway Maintenance Department)
- Senior Safety Inspector
- Senior Engineering Technician

- Senior Secretary (Warehouse)
- Senior Traffic Operations Specialist
- Storekeeper 2
- Storekeeper 3
- Traffic Operations Specialist

Employees authorized to receive a safety shoe allowance will be subject to progressive discipline if they do not wear their safety shoes while working.

The Union may make a written request to the Human Resources Department to have additional job titles added to the list above. For a title to be added to the safety shoe list, the Authority's Safety Manager must certify that the requested job title requires safety shoes.

8. STAND BY DUTY

Operations Department

When the Authority deems necessary, it may assign employees of the Operations Department to Stand-By Duty. If the Authority elects to assign a member of the Operations Department 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.

Employees in the Operations Department who are assigned to weekly Stand-By Duty 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 pay at the overtime (1.5X) rate.

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 overtime 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 overtime time rate.

Consistent with Article VII Hours of Work and Overtime, Paragraph 5, 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 overtime rate. Article VII Hours of Work and Overtime, Paragraph 5 also provides that employees who are "called out" and are required to travel to Authority premises in their personal vehicles shall receive one (1) additional hour of overtime pay. Employees who respond to a "call out" in an Authority vehicle, however, are ineligible to receive the additional one (1) hour of overtime pay.

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 twelve (12) paid holidays in Article VIII.

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 Local 97 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.

PC Support

When the Authority deems necessary, it may assign employees of the ITS Department, PC Support Group, to Stand-By Duty. The employees in the PC Support Group must be available to work Stand-By Duty.

On a rotating basis, all members of the PC Support Group shall be 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 to remotely respond to emergency matters and therefore must:

1. carry an Authority supplied cell phone or other electronic communication device; and

2. have a method of remote access, e.g., laptop with Air Card and VPN access, into the Authority network with them at all times.

Employees in the PC Support Group who are assigned to weekly Stand-By Duty shall be paid for each week of Stand-By Duty a sum equal to eight (8) hours of pay at the straight time rate.

Employees on Stand-By Duty 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 overtime.

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 overtime rate (1.5X) for each hour or partial hour worked.

Employees on Stand-By Duty shall not be required to travel from their homes to Authority premises to resolve an issue that occurs outside of the employees' regularly scheduled work hours. If the Authority needs a member of the PC Support Group to report to an Authority location to address an issue, which occurs outside of regular work hours, the Authority shall offer the work to the employees in the PC Support Group using a rotating list based on which employee has the fewest number of call-in hours. At the start of this rotating process, the opportunity will be offered in the order of who has the most seniority in Local 97. An employee who is called in shall receive a minimum of four (4) hours of pay at the overtime rate. The duration of the call-in out begins when the employees leave their homes and end when they return home.

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

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 ITS Department, a member of Local 97 cannot be on Stand-By Duty for the ITS Department the same week he/she is on Stand-By Duty for another department or section.

If employees, whether on Stand-by Duty or not, are required to report to an Authority work location outside of the employees' regularly schedule work hours, they will be compensated in accordance with the call out provision in Article VII, Section 5 of the CNA. The parties agree, however, that beginning in November of 2013 they will annually review the application of the Article VII, Section 5 call out provision to members of Local 97 in the PC Support Group who are required to work stand-by duty. As part of that review, the parties may agree to an alternate process for compensating PC Support Group employees who are on stand-by duty and are called out.

Safety Section

When the Authority deems necessary, it may assign employees of the Safety Section to Stand-By Duty. If the Authority elects to assign a member of the Safety Section to Stand-By Duty, 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.

Employees in the Safety Section 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 pay at the overtime rate.

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 overtime 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 overtime time rate.

Consistent with Article VII Hours of Work and Overtime, Paragraph 5, 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 overtime rate. Article VII Hours of Work and Overtime, Paragraph 5 also provides that employees who are "called out" and are required to travel to Authority premises in their personal vehicles shall receive one (1) additional hour of overtime pay. Employees who respond to a "call out" in an Authority vehicle, however, are ineligible to receive the additional one (1) hour of overtime pay.

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 twelve (12) paid holidays in Article VIII.

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 Local 97 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.

9. <u>PAYROLL DIRECT DEPOSIT</u>

All members of Local 97 shall be enrolled in payroll direct deposit.

ARTICLE VII - HOURS OF WORK & OVERTIME

1. Regular Hours of Work are as follows:

Woodbridge Headquarters Building	9:00 a.m. through 5:00 p.m. - Monday through Friday
Parkway Roadway Maintenance	7:00 a.m. through 3:00 p.m. - Monday through Friday

The Authority shall have the right, for the efficient operation of its facilities, to make changes in the normal work week and in the starting and stopping times of the daily work schedule (including lunch and break time), and to vary from the daily or weekly work schedule.

The normal workweek shall be Monday through Friday for all employees, except those employees working a Monday through Sunday schedule in Traffic Operations.

Except in cases of emergency, the Union will be given two (2) week's notice of any permanent changes in the normal work week or in the schedule of work hours.

2. The Union recognizes the Authority's need for and right to require reasonable amount of overtime.

3. The amount of overtime and the schedule for working such overtime will be established by the Authority. The Authority agrees that it will give reasonable prior notice of any scheduled overtime, unless circumstances preclude giving such prior notice. The Authority will make reasonable efforts to equalize overtime within work areas.

A. Overtime Pay:

Overtime for employees shall be paid in the amount of time and one-half for time worked in excess of the following:

- Category "A" emp: Time in excess of seven (7) hours per day or thirty-five (35) hours per week.
- Category "B" emp: Time in excess of eight (8) hours per day or forty (40) hours per week.
- Project Supervisors: when assigned to ten (10) hour shifts time in excess of ten (10) hours per day or forty (40) hours per week.

B. For any unscheduled time worked on a holiday, double time (2x) is to be paid in Categories A and B, for all hours worked in addition to regular holiday rate. For any scheduled time worked on a holiday, time and one-half (1.5x) is to be paid in Categories A and B for all hours worked in addition to regular holiday rate.

4. Any overtime work performed prior or subsequent to and continuous with the start or end of a regularly scheduled shift will be paid solely on the basis of time and one-half (1.5X) pay for hours worked prior or subsequent to the normal starting or ending times unless mutually agreed upon.

5. Any employee "called out" on a non-scheduled basis will be guaranteed four (4) hours of pay at the appropriate overtime rate and in addition, any employees who are required to report for work outside of their normal working hours shall receive, in addition to overtime pay for hours worked, an additional payment equal to one hour pay at time and one half (1.5X), which is intended to compensate them for the time spent from leaving their homes to arrival on the job in their personal vehicle.

6. Effective July 1, 2015, in emergencies involving snow or ice control, or terrorist alert elevations, if an employee works twenty-four (24) consecutive hours, all hours worked continuously after the twenty-four (24) consecutive hours will be paid as overtime.

7. During emergency situations, the Authority normally will call in unit members to perform their emergency tasks before calling upon non-unit employees to perform these tasks. The parties recognize, however, that there may be exceptional circumstances where supervisors already on duty will have to perform the work in order to manage the emergency situation.

8. Employees who have no paid leave time - vacation, sick, and personal leave time - shall be removed from their departmental overtime list(s) and will be offered overtime only if no one on the list accepts the overtime opportunity. Employees shall be returned to the overtime list(s) when they have time in their paid leave time banks

<u>BREAKS</u>

9. For employees in an Office, Clerical or Technical job title, there shall be a paid fifteen (15) minute break period in the first half of the work day and a paid fifteen (15) minute break period in the second half of the work day.

<u>PROJECT SUPERVISORS – TEN (10) HOUR DAY SCHEDULE</u>

10. Upon two (2) weeks notice, the Authority may assign an employee in the Local 97 job title, Project Supervisor, to work four (4) days per week, ten (10) hours per day. The employee will work either Monday through Thursday or Tuesday through Friday. The Project Supervisors report to the Maintenance Roadway Manager who will determine scheduling.

   a. When working four (4) days per week, ten (10) hours per day, the Project Supervisor's hours of work will be from 6 a.m. to 4 p.m. The Authority reserves the right to adjust the start time up to one (1) hour earlier or one (1) hour later as needed.

   b. When working four (4) days per week, ten (10) hours per day, Project Supervisors will be paid overtime when they work in excess of either a scheduled ten (10) hour day or a scheduled forty (40) hour week.

   c. When working four (4) days per week, ten (10) hours per day, holidays for Project Supervisors will be governed by the following:

      For Project Supervisors who work Monday through Thursday:

- If a holiday falls on Monday, Tuesday, Wednesday or Thursday, the employee will observe the holiday on that day and be paid ten (10) hours of holiday pay at straight time for that day. If a Project Supervisor is called in to work on such a day, the employee will be paid double time for all hours worked in addition to the ten (10) hours holiday pay.

- If a holiday falls on a Friday, the employee will be paid ten (10) hours of holiday pay at straight time for the Friday. If a Project Supervisor is called in to work on such a day, the employee will be paid double time for all hours worked in addition to the ten (10) hours holiday pay.

- If a holiday falls on a Saturday, the employee will be paid ten (10) hours of holiday pay at of straight time for the Saturday. If a Project Supervisor is called in to work on such a day, the employee will be paid double time for all hours worked in addition to the ten (10) hours holiday pay.

- If a holiday falls on a Sunday, the employee will observe the holiday on Monday and be paid ten (10) hours of holiday pay at straight time. If a Project Supervisor is called in to work on the Monday, the employee will be paid double time for all hours worked in addition to the ten (10) hours holiday pay. If a holiday falls on a Sunday and Project Supervisors are called in to work, they will be paid one and one-half (1½) times their hourly rate.

For Project Supervisors who work Tuesday through Friday:

- If a holiday falls on a Monday, the employee will be paid ten (10) hours of holiday pay at straight time for the Monday. If a Project Supervisor is called in to work on such a day, the employee will be paid double time for all hours worked in addition to the ten (10) hours of holiday pay.

- If a holiday falls on Tuesday, Wednesday, Thursday, or Friday, the employee will observe the holiday on that day and will paid ten (10) hours of holiday pay at straight time for that day. If a Project Supervisor is called in to work on such a day, the employee will be paid double time for all hours worked in addition to the ten (10) hours of holiday pay.

- If a holiday falls on a Saturday, the employee will observe the holiday on Friday and will be paid ten (10) hours of holiday pay at straight time for the observed holiday. If a Project Supervisor is called in to work on Friday, the observed holiday, the employee will be paid double time for all hours worked in addition to the ten (10) hours holiday pay.

- If a holiday falls on a Sunday, the employee will observe the holiday on Monday and be paid ten (10) hours of holiday pay at straight time. If a Project Supervisor is called in to work on the Monday, the employee will be paid double time for all hours worked in addition to the ten (10) hours of holiday pay. If a holiday falls on a Sunday and Project Supervisors are called in to work, the employees will be paid one and one-half (1 ½) times their hourly rates.

d. When working four (4) days per week, ten (10) hours per day, vacation time for Project Supervisors will be governed by following -- one (1) day of earned vacation entitlement time equals eight (8) hours. For example, a Project Supervisor with ten (10) years of services is entitled to twenty (20) days of vacation, which equates to one hundred sixty (160) hours of vacation entitlement time. When Project Supervisors take a vacation day, they shall be charged ten (10) hours per day.

e. When working four (4) days per week, ten (10) hours per day, sick time for Project Supervisors shall be governed by the following -- Project Supervisors who have met the necessary service requirements to be allotted fifteen (15) sick days per year will be credited with one hundred twenty (120) sick hours per year. All sick entitlement time, including Sick as Personal Days as set forth in Article XX of the CBA shall be charged in hours.

PROJECT SUPERVISORS – NIGHT SHIFT

11.

A. Effective November 16, 2015, upon two (2) week notice, the Authority may assign one (1) or more Local 97 Project Supervisors to work a Monday through Friday night shift which will be eight (8) hours per day, with a shift of 9:00 p.m. to 5:00 a.m. and with a paid "lunch" period. The Authority reserves the right to adjust the start time up to one (1) hour earlier or one (1) hour later as needed or as mutually agreed upon. The Project Supervisors report to the Senior Maintenance Engineer, or other staff as designated by the Director of Maintenance, who will determine scheduling.

B. Assignment to the night shift will be determined as follows

- The night shift will first be offered to the Project Supervisors as a voluntary assignment. The initial offering will be made on or about November 16, 2015 and the assignment shall remain in effect through the final pay period which ends in 2015. Thereafter, the assignment to the night shift will be offered four (4) times per year with the assignment period being three (3) months with the periods generally being:

  i. January 1 through March 31
  ii. April 1 through June 31
  iii. July 1 through September 30
  iv. October 1 through December 31

- The Project Supervisor with the most seniority in the job classification shall be given first choice in taking the night shift. If the senior Project Supervisor declines the night shift, the shift shall be offered to the next Project Supervisor in order of seniority.

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

i. time in job classification
ii. time in Local 97
iii. longest period of continuous full-time Authority service
iv. alphabetical -- the employee whose last name begins with the letter that comes earlier in the alphabet.

- If no Project Supervisor voluntarily elects to work the night shift, the Project Supervisor with the least job classification seniority shall be assigned to the shift.

The Authority may require a training period before allowing a Project Supervisor, who has volunteered or been assigned, to work the night shift. The Senior Maintenance Engineer, or other Maintenance Department staff as designated by the Director of Maintenance, shall determine if a training period is needed. If a training period is needed, the Project Supervisor, who has volunteered or been assigned, will be trained during the day shift by one of the other Project Supervisors or as directed by the Senior Maintenance Engineer, or other Maintenance Department staff as designated by the Director of Maintenance. A Project Supervisor who is receiving training cannot be assigned to the night shift until satisfactorily completing training. The Senior Maintenance Engineer, or other Maintenance Department staff as designated by the Director of Maintenance, shall approve the Project Supervisor as having completed said training. The Senior Maintenance Engineer, or other Maintenance Department staff as designated by the Director of Maintenance, may assign another Project Supervisor to the night shift until said training period is complete. The assignment will be made in accordance with the procedure above.

C. Project Supervisors who are regularly scheduled to work the night shift shall be paid a $1.10 per hour shift differential for only hours worked on the night shift. No Project Supervisor shall be paid a shift differential while working an overtime assignment.

D. The Authority reserves the right to eliminate or suspend a Project Supervisor's assignment to the night shift.

CLOSING OF ADMINISTRATIVE OFFICES, DELAYED OPENING, EARLY RELEASE

13. 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.

ARTICLE VIII - HOLIDAYS

1. Effective January 1, 2016, the following official holidays with pay shall be observed by the Authority unless an alternate day of observance is directed by the Executive Director:

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

2. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the workday preceding or the workday following such holiday at the discretion of the employer.

3. In the event that an official holiday is observed during the employee's vacation, he shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.

4. To be eligible to receive holiday pay, employees must be on an active paid status for the entire regularly scheduled workday before a holiday and the entire regularly scheduled workday after a holiday. This means an employee must work his regularly scheduled workdays before and after the holiday, or be on an authorized leave with pay for the entire day(s) to be eligible for holiday pay. "Entire day" means that if an employee is an 8-hour employee, all 8 hours of either the working day or leave day must be compensated for the employee to be eligible to receive holiday pay. If any time of the regularly scheduled workday -- be it 7-hours, 8-hours, 10-hours, 12-hours, or other -- is not compensated on the day before or after a holiday, the employee will not be compensated for the holiday. Only full-time employees are eligible for holiday pay.

   The following are two examples of how this provision is to be applied:

EXAMPLE OF A 10-HOUR EMPLOYEE NOT BEING PAID FOR A HOLIDAY:

If a 10-hour employee works 8 hours of regular time and charges 2 hour of Absent No Pay on the day before Election Day and works 10 hours of regular time on the day after Election Day, the employee shall not be paid for the holiday because the employee was not compensated for the entire 10-hour workday preceding Election Day.

EXAMPLE OF A 7 HOUR EMPLOYEE BEING PAID FOR A HOLIDAY:

If a 7-hour employee charges 7 hours of Personal Leave time on the day before Election Day and works 5 hours of regular time and charges 2 hours to Sick Time the day following Election Day, the employee shall be paid for the holiday because the employee was compensated for 7-hours on the work days before and after the holiday.

5. Holiday pay for Assistant Shift Supervisors and Communication Coordinators shall be paid on the day the holiday falls, not the date the holiday is observed by the Authority. For all other employees, holiday pay and holiday overtime shall be paid for the observed holiday, not the actual holiday.

DAYS OF SPECIAL SIGNIFICANCE

6. The Authority recognizes that, from time-to-time, Presidents of the United States and/or Governors of New Jersey have declared days, other than the Holidays listed above, as days of special significance whereby the respective state or federal employees are granted paid time off.

   If the Authority elects to observe such a day, it will treat the day as follows:

   (1) Employees who are not required for operational purposes will be permitted the time off.

   (2) Employees who are required to work, or employees who are scheduled off or are on a paid leave status, will be given an additional day's pay at straight time pay.

ARTICLE IX - VACATIONS

1. Effective January 1, 2015, vacations with pay will be granted in accordance with the following:

Schedule:

Length of Service	Number of Vacation Days
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 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 January 1, 2015; employees hired into full-time service on or after January 1, 2015 can earn a maximum of twenty-five (25) days.	1 additional day

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

POLICIES AFFECTING VACATIONS

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

NEW EMPLOYEES

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

VACATION CARRY OVER, CASH-IN AND VESTING

c) Where in any calendar year the vacation, or any part thereof, is not taken due to the demands of Authority business, or is deferred at the request of the employee with Departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken during the next succeeding calendar year only. Thus, the maximum amount of vacation an employee may have at any time is two year's worth of earned vacation time. However, employees who were hired into full-time employment before July 1, 2015 and have an entitlement of more than fifteen (15) days shall have an option to:

   i. cash in up to a maximum of five (5) of the unused days over fifteen (15) of the current year's entitlement. Only the current year's vacation entitlement is eligible for cash-in consideration. An employee, with at least three (3) weeks written notice to his Department Head, may cash-in vacation time on or about out December 10 of each year. The vacation cash-in will be included in employee's regular paycheck.

   ii. Employees who are hired into full-time service on or after July 1, 2015 are ineligible to cash in unused vacation time.

   iii. Effective January 1, 2015, employees cannot accumulate unused vacation days until separation from employment.

d) Retiring or Deceased Employees. Effective January 1, 2005, the employee's vacation entitlement in his/her calendar year of separation will be paid on a prorated basis to reflect months of service worked in the year of separation. In other words, employees will be entitled to $1/12^{th}$ of their vacation entitlement per each month of service worked in the calendar year of separation. (Also see Article XXIII – Pensions and Retirement, Paragraph 3)

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

f) If an employee is in unpaid status on December 31 of any year, the employee must have five (5) consecutive days of paid status in the following calendar year to be credited/banked up with vacation time unless the employee received prior approval to use vacation time beginning January 1, in which case the employee will be permitted to use the approved vacation time, but will be required to have five (5) consecutive days of paid status following the vacation to be credited with the remainder of the annual vacation allotment.

g) Employees who have more than fifteen (15) days in no pay status, exclusive of workers' compensation, FLA, and FMLA, in the prior year, shall have the current year's vacation time pro-rated based on the amount of regularly scheduled hours worked, which includes all paid time off -- 1,820 hours/year for 35 hours/week employees and 2,080 hours/year for 40 hours/week employee. For example, if a 40 hours/week employee is out on unpaid status for 1,040 hours in the calendar year 2012 and receives a full annual allotment of vacation days that year, the following calendar year – 2013 -- the employee's annual vacation allotment will be pro-rated and the employee will receive half of his/her annual vacation allotment. This vacation time adjustment will be made on January 1st, unless an employee separates employment during the calendar year and in such a case the adjustment will be made at the time of separation. .

h) the future year's vacation time cannot be used in the current year. For example, 2013 vacation time cannot be used for a vacation in 2012.

2. Management may, at its discretion, allow employees to take vacation periods of fewer than five (5) consecutive days. Employees who are entitled to twenty-one (21) days or more of vacation shall be permitted to take five (5) individual days. The individual days must be selected at least five (5) days in advance, or fewer with supervisor's written approval.

3. Vacation will not accrue to any employee while he/she is on an extended active duty with a military leave of absence, or on ordinary leave of absence in excess of thirty (30) calendar days. Employees granted leaves of absence in excess of thirty (30) calendar days without pay, or extended military leave duty may be granted pay in lieu of vacations accrued on a monthly basis to the date of commencement of such leaves.

4. Any employee who resigns or is separated for reasons other than misconduct will receive pay in lieu of vacation on a prorated basis.

5. Effective January 1, 2005, an employee's vacation entitlement in his/her calendar year of retirement will be paid on a prorated basis to reflect the months of service worked in the year of retirement. In other words, employees will be entitled to 1/12 of their vacation entitlements per each month of service worked in the calendar year of retirement.

6. Application for vacation time will be submitted to the employee's respective division head in accordance with the past practice of said division. An equal number of employees from each unit will be allowed to take vacation at any given time, subject to staffing considerations.

7. Employees on vacation leave who would otherwise become eligible for benefits under Article XV – Death in the Immediate Family, and/or Article XX – Sick Days, Sick as Personal Days, and Personal Days, will not be charged for vacation time for the period such eligibility exists.

8. Employees shall not accrue vacation entitlement time while on either an unpaid leave of absence of (30) days or longer pursuant to ARTICLE XVI, Court Leave and Other Excused Absence, Paragraph 4, or a disciplinary suspension of thirty (30) days or longer. Employees on Worker's Compensation shall accrue vacation entitlement time.

ARTICLE X - SENIORITY

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

2. Seniority will be used as a factor in all cases of promotions, transfers, layoffs, recalls or demotions due to an increase or decrease in workforce. Seniority is a tie-breaker if the candidates are equally qualified.

- For employees whose date of hire is on or before November 1, 1994, seniority is defined as the aggregate of their: (a) full-time employment with the Authority from their date of hire through November 1, 1994; and (b) cumulative time in the negotiations unit from November 1, 1994 forward.

- For employees who enter the negotiations unit after November 1, 1994, seniority is defined as the employee's cumulative length of service in the unit.

3. If the Authority determines that an employee does not meet the job requirements within six (6) months of a promotion, the matter will first be discussed with that employee and his/her designated representative of the Union before a decision is made. The Authority will notify the employee and the Union representative, in writing, of the time and place of such discussion.

4. In cases of promotion, the probationary period may be extended for additional days and the Union and employee shall be notified of such, if the notification request is made in writing prior to the end of the initial probationary period.

5. Should the Authority feel that an employee does not meet the requirements of the job the employee was promoted to, the employee shall be returned to the prior position.

JOB POSTINGS

6. Posted open positions within a department that are created by an increase in the work force, termination, resignation, promotion, transfer or any other reason will be filled by the most qualified employee. Open positions will be posted for a one-time period of eleven (11) days.

- First preference will be given to the bargaining unit members who are employees of the department where the open position is located.

- If it is determined that no department employee who posted for the open position is qualified, second preference shall then be given to all bargaining unit members.

- Non-unit employees may be considered only after it is determined that all bargaining unit members who posted for the open position are unqualified.

DECREASE IN WORK FORCE

7. In the event of a layoff, employees with the most seniority within department will have preference provided that they have the requisite qualifications, skills, and ability to perform the work available. If the employee with the lowest seniority in the department has seniority over other bargaining unit members, such an employee shall be allowed to bump the least senior employee who is in another department and occupies a position for which the more senior employee has the requisite qualifications, skills and ability to perform the work available. The bumped employee shall follow the same procedure until the lowest seniority employee

(qualifications, etc., considered) is laid off. The Authority shall have the sole discretion to determine whether an employee has, or with a minimum amount of training, will have the requisite qualifications, skills, and ability to perform the work available.

8. In the event of a layoff, no new entries into the work unit may be permitted until those laid off have been given an opportunity to be recalled, provided that with a minimum amount of training, they are qualified to do the available work in the judgment of management.

9. The Authority agrees to give affected employees and the Union at least sixty (60) calendar days advance notice of layoff.

10. In the event of a recall, those laid off last will be recalled first, provided as noted above in paragraph #7. The employees must be given notice of recall by telegram, registered or certified mail at the address given to the Authority by the employee when laid off. It shall be the responsibility of the employee to keep the current address on file with the Authority. The employee must, within three (3) days after delivery of the notice of recall at his/her listed address notify the Authority of his/her intent to report for work within seven (7) days or such employee will forfeit all seniority and longevity, and will be considered a voluntary quit. Recall rights expire after one (1) year in layoff.

    No employee in the work unit may be terminated, other than for disciplinary reasons, as long as there is a temporary or probationary i.e. new employee whom he/she may replace, as per the requirements noted above in paragraph #7.

    The Authority will notify the Union of all openings and/or elimination of positions in the work unit simultaneously to advising the employee(s) of the same.

ARTICLE XI - COMMITTEES

1. The Authority agrees to release from duty, with pay, representatives of the Union for the purpose of attendance at meetings with representatives of the Authority. In the case of grievance meetings or disciplinary hearings, one (l) Union representative will be released from duty with pay, and in the case of contract negotiating meetings; four (4) Union representatives will be released from duty with pay. The Chief Shop Steward will be released from duty, with pay, to attend the monthly meetings of the Authority's Board of Commissioners.

2. The Authority, with notice of at least one (1) week and its approval, and upon request, will release from duty without pay representatives of the Union for the purpose of conducting other forms of Union business. Such approval of the Authority will not be unreasonably withheld. With at least two (2) weeks written notice from the Union, the Authority will release from duty, with pay: (a) one (1) shop steward, as selected by Local 97, for the purpose of attending the Teamsters Annual I.B.T. Public Services Division Conference; and (b) not more than three (3) shop stewards at one time for the purpose of attending the Teamsters Annual Shop Steward's Convention.

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

4. Pursuant to agreed scheduling between the parties, release time for Union representatives, for the purpose of handling Union-Authority matters will be granted.

5. There shall be release time for union stewards. The Authority shall pay union stewards for time spent during working hours for union business.

6. Once every three (3) months – for a total of no more than four (4) occasions per calendar year -- the Authority shall release from duty, with pay, three (3) shop stewards for the purpose of having quarterly meetings.

ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE

1. All grievances with respect to the application and interpretation of this Agreement shall be taken up between the Union and the Authority as follows:

   A. A grievance shall be presented in the manner described hereinafter not more than fifteen (15) calendar days after the occurrence of the cause of such complaint or within fifteen (15) calendar days of becoming aware of the cause of such complaint, whichever last occurs.

   Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to move the grievance to any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

   B. The following constitutes the procedure for the resolution of a grievance and shall be followed in its entirety unless waived by the parties.

      i. An employee with a grievance shall, in writing, have a Shop Steward or Officer present the same to the Labor Relations Manager. The Labor Relations Manager or his/her designee shall appoint the Hearing Officer. The Authority's response to the grievance shall be given to the Union within five (5) calendar days of its presentation, or, if a hearing was held, within five (5) calendar days from the close of the hearing.

      ii. If the grievance is not settled through the preceding step, either party may invoke arbitration by written notice to the other party within fourteen (14) calendar days after the receipt of the Authority's response. The rules of the Public Employment Relations Commission ("PERC") shall apply. The expense of the arbitrator shall be borne equally by the parties hereto, provided however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation. The arbitration hearings will be held in a neutral site unless mutually agreed upon.

      iii. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her and relevant to the grievance.

He/she shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

iv. Nothing herein shall prevent the parties from mutually agreeing, in writing, to extend or contract the time limits provided for processing the grievance. A failure to respond to any step within the provided time limits shall be deemed a denial.

v. Excluded from the disciplinary hearings, grievance proceedings, and arbitration proceedings will be the employee's outside counsel, his/her immediate family and/or relatives, friends, etc. However, if an employee is charged with misconduct that could lead to criminal charges, outside counsel shall be allowed to attend any/or all proceedings.

2. Employees and union representatives must return to duty following grievance and disciplinary hearings

ARTICLE XIII - JOB CLASSIFICATIONS

1. Definitions

a. Full-Time Employee: A full-time employee is a person who has been hired by the Authority to fill a position on a full-time basis and has successfully completed the six (6) month probationary working test period. Full-time employment shall be considered to be an eight-hour work day and forty-hour work week, a seven-hour work day and thirty-five hour work week, or a forty-hour work week as prescribed by the Authority. The definition of full-time employment may be modified by mutual consent of the Union and the Authority.

b. Probationary Employee: An employee who is hired by the Authority to fill a position on a full-time basis, but who has not completed the prescribed six (6) month probationary working test period for new hires. The Authority has the discretion to extend the six (6) month probationary period for an additional time period, which cannot exceed six (6) months.

c. Temporary Employee: An employee who is hired in a position on a temporary basis. The maximum continuous period of service for a temporary employee shall be twelve (12) months. At the end of the twelve (12) month period, the temporary employee's service with the Authority shall be terminated and such employee will not be eligible to be re-hired until the expiration of ninety (90) days from date of termination. Prospective from November 1, 2007, if an existing Local 97 job title is filled by a temporary employee for a 12 month period, at the end of this period the Authority will post the position in accordance with the posting requirement of Article X – Seniority, Paragraph 3.

2. If any member of this unit performs out of title work in a higher job classification, with prior approval of his/her supervisor, for more than one-half (1/2) of his/her normal workday, that employee's base rate will be increased by four (4%) percent for the time worked out of title. Employees "in training" will not receive any increase in accordance with this provision.

3. If an employee takes a promotion and during the probationary period returns to his/her former position for any reason, the employee shall be paid the last salary received in the former position, plus any contractual increases the employee would have received had the employee not pursued the promotion. If an employee takes a promotion and during the probationary period voluntarily transfers to a lower pay grade ("PG"), which is different from the position held prior to the promotion, the Authority has the discretion to decide the employees' salary within the lower PG range. The employee, however, shall not be paid less than the salary he/she earned, plus any contractual increases, in the position held prior to the promotion so long as that salary falls within the employees' new PG range.

4. If an employee, who is not in a probationary period, moves from a higher pay grade ("PG") position to a lower PG position, the employee's salary in the lower PG range is to be determined by the Authority. However, if the employee is earning above the minimum salary in the higher PG range, the employee's salary in the lower PG range shall be above the minimum salary in the lower range by the same percentage that the employee's salary was above the minimum salary in the higher PG range. For example, if an employee earning 10% above the minimum salary in a PG 5 position moves to a PG 3 position, the employee's salary shall be 10% above the minimum PG 3 salary range.

5. Every year on July 1st, the Authority will provide the union with a list of all personnel deemed essential.

ARTICLE XIV - INFORMATION

1. The Authority will notify the Union in writing of any action regarding conditions of employment, including layoff, transfer, discipline or disability simultaneously to official notification to the employee.

2. All questions with regard to past privileges and practices not covered by this Agreement may be submitted through the grievance procedure outlined above.

3. The Authority shall provide the Chief Shop Steward with copies of an up-to-date seniority list, within thirty (30) days of the signing of this Agreement. Such seniority list shall include the employees' names, dates of hire, dates of promotion, titles and department/division/section assignments. Revisions thereto shall be provided monthly and total updated seniority lists shall be issued on or about January 15 and July 15 annually. Any errors shall be promptly corrected by the Authority on notice from the Union.

ARTICLE XV - BEREAVEMENT

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

   - spouse
   - child(ren)
   - step-child(ren)
   - parent
   - brother
   - sister
   - step-parent
   - step-brother
   - step-sister

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

   - blood relative grandchild(ren)
   - blood relative grandparent
   - parent-in-law
   - brother-in-law
   - sister-in-law

   An employee will be compensated with one (1) paid bereavement day when he is absent from work because of matters related to the death or funeral of his:

   - blood relative aunt
   - blood relative uncle

   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 above.

2. The above leaves shall be granted and taken in accordance with the Authority's excused absence policy.

3. It is further understood that an employee on vacation or any other absence may elect additional days off with pay to substitute for those on vacation or other paid absence. If a person is on workers compensation, Article XV, paragraph 2 does not apply. However, if such employee has either exceeded or not met his/her maximum supplementary worker's compensation benefits under Article XXII, paragraph J, the employee shall be given an additional three (3) or five (5) days, as appropriate, of supplementary workers compensation benefits for that compensable injury.

4. Employees shall have thirty (30) calendar days from the death of a family member to exercise the bereavement entitlement as set forth in this Article. There shall be no bereavement entitlement after expiration of said period. There must be verification that this time lost was due to the death/funeral.

ARTICLE XVI - COURT LEAVE, LEAVE OF ABSENCE, AND OTHER EXCUSED ABSENCE

1. When called for jury duty or subpoenaed as a witness to court, an employee will be paid his/her regular salary for those days he/she is required to be in court, as verified by submission of the appropriate court notice to his/her department head, and upon return must submit written evidence of attendance at court showing dates in attendance.

2. Notwithstanding paragraph (1) above, an employee will not be paid for the time spent in court if he/she is subpoenaed as a witness in his/her own defense or is a plaintiff or defendant in a legal proceeding.

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

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

5. Leaves of absence without pay for personal reasons, after exhaustion of all earned vacation allowance, will be granted as follows upon request:

   Employees with one (1) year's service – up to ten (10) days, employees with more than two (2) years' service – up to thirty (30) days.

   Leaves of absence in excess of thirty (30) calendar days may be granted only in exceptional circumstances providing that the employee requesting such leave has been employed by the Authority for one (1) or more years. In such cases, the respective department head will submit all pertinent information, along with recommendations, to the Executive Director of the Authority for approval.

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

   This benefit is not in addition to the leave time required to be provided by the Family and Medical Leave Act of 1993, as administered by the Authority's related policy.

6. An employee who is required to report to Worker's Compensation Court shall be paid, upon verification of attendance, for such lost time up to a maximum of fourteen (14) hours per year for 35 hours per week employees and sixteen (16) hours per year for 40 hours per week employees.

7. The Authority will not approve an employee's request to take planned time off without pay when the employee has time available in his/her entitlement bank.

8. If an employee goes home early due to any reason, said time must be accounted for, i.e.; vacation, sick as personal, sick, etc., or there shall be no pay for the time absent from work.

ARTICLE XVII - MILITARY LEAVE OF ABSENCE

The Authority shall abide by Federal and State law relative to military leave.

ARTICLE XVIII - LEGAL APPLICATION

If any portion of this Agreement is found to be unlawful and unenforceable by PERC or any court of competent jurisdiction, such decision shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to negotiate immediately to provide a substitute for the invalidated portion thereof.

In connection with the consolidation of the New Jersey Highway Authority with the New Jersey Turnpike Authority, the parties hereby agree to abide by the terms of P.L. 2003, chapter 79, which provides, in relevant part, that:

(a) The officers and employees of the Highway Authority are transferred to the New Jersey Turnpike Authority and shall become employees of the Turnpike Authority until determined otherwise by the Turnpike Authority. Nothing in this act shall be construed to deprive any officers or employees of the Highway Authority of their rights, privileges, obligations or status with respect to any pension or retirement system. The employees shall retain all of their rights and benefits under existing collective negotiation agreements or contracts until such time as new or revised agreements or contracts are agreed to. All existing representatives shall be retained to act on behalf of those employees until such time as the employees shall, pursuant to law, elect to change those representatives. Nothing in this act shall affect the civil service status, if any, of those officers and employees.

(b) All debts, liabilities, obligations and contracts of the Highway Authority, except to the extent specifically provided or established to the contrary in this act, are imposed upon the Turnpike Authority, and all creditors of the Highway Authority and persons having claims against or contracts with the Highway Authority of any kind or character may enforce those debts, claims, and contracts against the Turnpike Authority as successor to the Highway Authority in the same manner as they might have had against the Highway Authority, and the rights and remedies of those holders, creditors and persons having claims against or contracts with the Highway Authority shall not be limited or restricted in any manner by this act.

(c) All rules and regulations of the Highway Authority shall continue in effect as the rules and regulations of the Turnpike Authority until amended, supplemented or rescinded by the Turnpike Authority in accordance with law.

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

ARTICLE XIX - SCHOLARSHIPS

- Effective January 1, 2005, the scholarship program shall be eliminated.
- Effective July 1, 2012, the Harry Laderman scholarship shall be eliminated.
- The Authority also agrees to provide a voluntary IRS Section 529 college savings plan for employees.

ARTICLE XX – SICK DAYS, SICK AS PERSONAL DAYS, and PERSONAL DAYS

This benefit is not in addition to the leave time required to be provided by the Family and Medical Leave Act of 1993. Employees will be allowed to use pre-approved time for medical appointments for themselves and family members as defined by Article XV.

1. SICK LEAVE

A. Accrual of Sick Leave: New employees, after 90 days of continuous service 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.

Employees who work a 40 hours per week schedule will earn a maximum of 120 sick hours per year. Employees who work a 35 hours per week schedule will earn a maximum of 105 sick hours per year.

B. Sick Leave in Year of Separation: In an employee's year of separation by retirement or death, the employee's current sick bank will be paid on a prorated basis to reflect months of service worked in the year of separation at the rate of 1/12th for each full month. Effective January 1, 2008, for the purpose of prorating Sick and Personal Leave entitlement time, employees who are on an active (paid) status from the first day of a month through the fifteenth day of a month will earn that month's entire entitlement time.

C. Accrual of Sick Leave while on Leave of Absence: Employees shall not accrue sick entitlement time while on either an unpaid leave of absence of (30) days or longer pursuant to ARTICLE XVI, Court Leave and Other Excused Absence, Paragraph 4, or a disciplinary suspension of thirty (30) days or longer.

D. Sick Leave Cash-In: Effective January 1, 2016 employees cannot cash in accumulated, unused sick time.

2. SICK AS PERSONAL DAYS

In the second calendar year of employment, employees will be eligible to use five (5) days of their fifteen (15) sick day entitlement as Sick as Personal leave.

In the first calendar year of employment, an employee will be eligible for one (1) Sick as Personal leave day for each five (5) earned sick leave days.

A. Restrictions regarding Sick as Personal Days:

Sick as Personal Days will be granted subject to the following restrictions:

1. Use of this time requires prior approval of the division head. If denied, the employee may appeal to the department head. These days are to be used on an individual day basis and shall not be used as additional vacation days.

2. Usage of Sick as Personal Days is subject to the following restrictions:

   a. None will be granted on the day immediately preceding or following a holiday or vacation day.

   b. Sick as Personal leave days are not cumulative.

   c. Sick as Personal leave days will not be substituted for any prior or unexcused absences without pay.

   d. A minimum of one (1) day's prior written notice is required in non-emergency situations.

   e. In the event of an emergency, the one (1) day written notice requirement may be waived by the Division Head. However, the employee must provide a reason for the emergency and reasonable verification.

   f. Sick Personal leave days not used within the calendar year will remain credited as sick days.

   g. Sick as Personal Days will not be granted on a holiday.

3. The use of sick allowance days as personal days may be denied by the division head if, in his/her judgment, the requesting employee has a poor attendance record, a low

balance of sick allowance days, or the employee's workload and/or performance do not warrant the granting of same.

3. PERSONAL LEAVE DAYS

Employee hired into full-time employment before January 1, 2015 shall receive five (5) separate personal leave days per calendar year. Employee hired into full-time employment on or after January 1, 2015 shall receive three (3) separate personal leave days per calendar year.

New employees shall have their personal leave days prorated based upon their date of hire.

If personal leave days are not used by the end of the calendar year in which they were earned, they will be forfeited.

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." Personal Leave time will be pro-rated in year of separation.

Employees shall use the three (3) Personal Leave days before they convert sick leave into Sick as Personal leave. In no event shall the three (3) Personal Leave days be eligible for cash-in purposes or be carried over.

A. Restrictions regarding Personal Days: Usage of Personal Days is subject to the following restrictions:

1. Personal Leave Days will not be granted on a holiday.

2. Personal Leave Days will not be substituted for any prior excused or unexcused absences without pay.

3. The number of employees who shall be granted Personal Leave at one time in each department will be determined and approved by the Department Head.

4. Personal Leave Days shall not be taken in units of less than half days, except in emergencies.

4. BANKING UP SICK AND PERSONAL LEAVE TIME

Employees must have five (5) consecutive days of paid status in new calendar year to be banked up with sick and personal leave time. Employees who have more than fifteen (15) days of no pay status, exclusive of workers' compensation, FLA, and FMLA, in the prior year, shall have the current year's sick and personal leave time pro-rated based on the amount of regularly scheduled hours worked, which includes paid sick, paid vacation and personal leave hours in the prior year, but does not include overtime hours worked.

5. SICK LEAVE AT RETIREMENT

A. Employees hired into full-time employment after 1/1/2000 will have their sick time capped at fifteen thousand dollars ($15,000) gross at retirement.

B. Employees hired into full-time service on or before January 1, 2000, and have hours in their Sick Leave bank with a value less than fifteen thousand dollars ($15,000) as of January 1, 2015, shall have the value of their Sick Leave bank capped at fifteen thousand dollars ($15,000) gross at retirement.

For employees subject to A or B above, accrued sick time is paid based on the employee's hourly rate at the time of the employee's retirement. Hourly rate includes only base rate and longevity, where applicable.

C. Employees hired into full-time service on or before January 1, 2000, and have hours in their Sick Leave bank with a value greater than fifteen thousand dollars ($15,000) as of January 1, 2015 shall have the value of their Sick Leave bank capped as of January 1, 2015. To calculate the capped value of the sick leave bank, the maximum days in the sick bank cannot be greater than 300 days – one (1) day equals 8 hours for a 40 hours/week employee and 7 hours for a 35 hours/week employee -- as of July 1, 2015. An employee who was banked up with sick time on January 1, 2015 shall have such sick time included when calculating the capped value of the employee's sick bank, so long as the added days remain under the 300 day cap. Therefore, the maximum value of Sick Leave such employees can be paid when in good standing at retirement, death, or resignation, is the value as of January 1, 2015, subject to the 300 day limitation. Affected employees will always be allowed to "earn" more Sick Hours. But for purposes of payment for Sick Leave hours when in good standing at retirement, death, or resignation, employees will never be allowed to accrue more value to their Sick Leave bank than the value they have as of January 1, 2015, subject to the 300 day limitation.

ARTICLE XXI - TEMPORARY DISABILITY PLAN

1. TDB ELIGIBILITY

A. Temporary Disability Benefits are payable to an employee during absence from work because of disability due to non-occupational injury or illness. Temporary Disability Benefits are payable to employees, excluding part-time and temporary employees, based on the following duration of continuous, full-time service, and waiting period:

(i) after one (1) year of full-time, continuous Authority service an employee is eligible for 13 weeks of benefits; after two (2) years of full-time, continuous Authority service an employee is eligible for 26 weeks of benefits. One (1) week of benefits equates to forty (40) hours for a 40 hours/week employee, and one (1) week of benefits equates to thirty-five (35) hours for a 35 hours/week employee; and

(ii) has completed a five (5) scheduled work day waiting period without pay. One (1) day equates to eight (8) hours for a 40 hours/week employee, and one (1) day equates to seven (7) hours for a 35 hours/week employee. An employee cannot charge vacation or personal leave time during the mandatory waiting period.

2. TDB WAITING PERIOD

Before receiving temporary disability benefits, eligible employees must exhaust all paid sick time then complete a waiting period of one (1) scheduled week without pay. A waiting period of one (1) scheduled (1) week equates to a forty (40) hour unpaid waiting period for a 40 hours/week employee, and a thirty-five (35) hour unpaid waiting period for a 35 hours/week employee Saturday, Sundays and other non-work days will be counted as days absent only after the waiting period has been satisfied, or they were scheduled work days for the employee. A new waiting period applies to each period of absence in an assigned benefit year if the employee has returned to active service for at least five (5) consecutive working days, following an absence covered under this plan. Employees otherwise eligible shall be paid for holidays which fall during this waiting period. The five (5) day waiting period will be waived under the following three (3) conditions:

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

B. Fifteen (15) continuous days of sick absence prior to eligibility for Temporary Disability Benefits. The fifteen (15) continuous days of sick absence must occur during the absence immediately preceding eligibility for Temporary Disability Benefits. This fifteen (15) day absence must also be for the same condition, illness, or injury that is the subject of this disability absence; or

C. 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.

3. BENEFIT YEAR AND BENEFITS

A. A benefit year is the fifty-two (52) week period commencing with the first full scheduled workday of absence following the exhaustion of paid sick leave benefits. Effective April 1, 2005, an employee who is assigned a benefit year and receives Temporary Disability Benefits of twenty-six (26) weeks will not be eligible for additional disability benefits until the expiration of the assigned benefit year and the employee has returned to active service for ninety (90) calendar days, whichever is later. There can be no unpaid time in the 90 calendar day period. The maximum number of benefit weeks an employee may receive in a 52-week period is 26 weeks.

B. Effective January 1, 2016, the benefit rate is paid according to the State mandated rates.

C. An employee claiming benefits under this plan is responsible for ensuring that a completed Authority Temporary Disability Benefit Application form is submitted to the medical section. The form will contain an information release slip which will permit the Authority or one of the Authority's physicians to contact the employee's doctor to verify necessary medical information.

D. Holidays will be paid during temporary disability.

4. CONDITIONS

A. Sick leave, vacation and personal leave benefit time are not earned or accrued to the credit of the employee while on temporary disability. When an employee returns to full duty, all prior year and current year sick, vacation, and personal leave time shall be pro-rated. Where temporary disability occurs after the start of a new calendar year, sick leave will again accrue to an employee on a pro rata basis upon return to work for five (5) consecutive days.

B. While on temporary disability, an employee, upon request, shall be available at his/her home for medical visits by a representative of the Authority during normal daylight hours.

C. An employee who has received temporary disability benefits shall, at the request of the Authority, submit to an examination by one of the Authority's physicians 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.

E. An employee who has exhausted his/her sick days and temporary disability benefit payments, excluding on-the-job illness or injury, shall not accrue sick leave, personal leave, or vacation leave thereafter.

5. EXCLUSIONS

A. Temporary disability benefits are not payable where the injury of illness resulted during:

1) Employment for wage, profit or gain for the New Jersey Turnpike Authority or any other employer.

2) Participation in war or any type of activity involving service in the armed forces.

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

B. While on temporary disability, no employee shall take employment elsewhere. In the case of resignation, discharge for cause or during the period in which the employee fails to comply with its terms, temporary disability benefits will be terminated.

C. In all questions regarding the degree of disability or the duration of same, the written medical opinion of the Authority's physician prevails. Controverted decisions are subject to the grievance procedure.

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

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

ARTICLE XXII - HEALTH BENEFITS

EMPLOYEE'S COST FOR HEALTH BENEFITS

1. Pursuant to P.L. 2011 Ch. 78, effective June 28, 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 June 28, 2011 shall pay from November 1, 2011 through October 31, 2012, one-fourth of the full contribution required by section 39 of C.78 or 1.5% of base salary, whichever is greater; from November 1, 2012 through October 31, 2013 one-half of the full contribution required by section 39 of C. 78 or 1.5% of base salary, whichever is greater; from November 1, 2013 through October 31, 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 November 1 , 2014 the full contribution required by section 39 of C. 78 or 1.5% of base salary, whichever is greater, as that amount is calculated in accordance with section 39 of P.L. 2011 Ch. 78. After full implementation of the premium share and following the expiration of this Agreement, the Authority and Local 97 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 becomes effective and the subject is legally negotiable, the Authority agrees that it will, upon request by the union, re-open the 2011 – 2017 CNA prior to its expiration for the sole purpose of engaging in good faith bargaining with the union regarding health benefits contributions to be paid by negotiating unit 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, the Authority shall continue to offer one (1) health benefit plan that provides substantially similar plan benefits as are provided by the plans offered by the Authority pursuant to the parties' 2007-2011 collective negotiations agreement, including the medical benefit plan, dental plan, routine vision care plan, prescription drug plan, and employee assistance plan.

OUTLINE OF HEALTH BENEFITS PLAN

1. The Authority shall offer eligible employees, and their eligible spouses and eligible dependents, at costs based upon Ch. 78, P.L. 2011, the opportunity to enroll in the Authority's health benefits plans, namely medical, dental care plan, routine vision care plan, prescription drug plan, and an employee assistance program.

2. The outline in this section does not encompass all elements of all available plans.

3. The Authority shall provide medical, prescription, dental, vision care and EAP 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.

4. If the enrollment in a major medical plan offered by the Authority drops below an insurable standard, the plan will be eliminated and all employees will be enrolled in an alternate major medical plan.

5. All major medical plans will provide annual mammograms for women age 40 or older.

6. The table below provides a general outline of the major Vision Plan elements for a non-HMO plan:

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

7. Prescription Medication Plan.

   - 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.

   - 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.

8. Birth Control Pills shall be covered as a prescription under the Prescription Medication Plan.

9. A $250 hearing aid benefit to employees, which benefit will be available every two (2) years.

10. The table below provides a general outline of the major Dental Plan in-network elements effective January 1, 2016. Final determination of the eligibility and reimbursement of any claim shall be based upon the scope of dental benefits as set forth in the Dental Plan document.

Service(s)	Coverage*
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

11. Final determination of the eligibility and reimbursement of any claim shall be based upon the scope of benefits as set forth in the current Plan Document.

C. Employees are entitled to a complete physical examination according to a schedule after attaining eligibility based on length of service. These examinations are optional and voluntary and provided to the employee at no cost.

D. The Authority will offer the hospital, surgical, major medical, prescriptions, dental and vision care plans for all employees and their eligible dependents effective the first day of the next month which follows completion of two (2) months employment with the Authority. Descriptive brochures for all health plans will be made available by the Human Resources Department.

E. Employees and/or retirees participating in an Authority insurance plan may change their plan election only as a result of a life event as defined by the Internal Revenue Service. Otherwise, the employee/retiree must wait for the annual open enrollment period.

F. Employees who retired with the Indemnity Plan when it was available are locked into the rates of contributions for the year of retirement. Contributions shall remain at the rate for the duration of eligibility and billings will be done on a quarterly basis. Failure of payment may result in termination of indemnity coverage. The retirees will be responsible for making timely contributions directly to the employer. Retirees will be responsible for providing accurate addresses for billing purposes.

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

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

I. Any employee reporting for an examination by the Authority doctor (or Authority referred doctor) due to occupationally incurred injuries or illness, shall be paid thirty-one cents ($0.31) per mile or the Internal Revenue Service approved rate, whichever is higher, for a distance measured by the distance between the employee's workplace and the medical office and return.

WORKERS' COMPENSATION BENEFITS

J. The Authority shall pay Workers' Compensation benefits including, but not limited to benefit rates and waiting period, in accordance with 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.

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 an 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.

With the exception of the light duty paragraph above, this Article is not subject to the grievance/arbitration provisions of CNA.

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

SURVIVOR BENEFITS

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

- One (1) year from date of death for employees or retirees with five (5) or less years of service.
- Two (2) years from date of death for employees or retirees with more than five (5) but less than ten (10) years of service.
- Five (5) years from date of death for employees or retirees with ten (10) or more years of service.
- Ten (10) years from date of death for employees or retirees with fifteen (15) or more years of service.

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

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

If the surviving spouse 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 XXIII - PENSIONS AND RETIREMENT

1. RETIREE HEALTH BENEFITS

Retiree Health Benefits: Subject to the eligibility requirements set forth below, employees, who separate in good standing, along with their eligible dependents, shall receive lifetime hospital/medical surgical, major medical, prescription, dental, and vision coverage. "Lifetime" means life of the retiree. Employees, and their eligible dependent(s), shall carry into retirement the same hospital/medical surgical, major medical, prescription, dental, and vision coverage as they received on their last day of employment with the Authority. 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.

A. Eligibility to receive Retiree Health Benefits:

i. Employees hired into full-time service before July 1, 1989: Employees must be eligible to retire into PERS.

ii. Employees hired into full-time service on or after July 1, 1989 and before January 24, 1995: Employees must be eligible to retire into PERS and have at least ten (10) years of full-time Authority service.

iii. Employees hired into full-time service on or after January 24, 1995 and before November 1, 2007: Employees receive a disability pension under PERS or employees must be eligible to retire into PERS and either: (1) have at least 25 years of full-time Authority service; or (2) be age 62 or above and have at least 15 years of full-time Authority service.

iv. Employees hired into full-time service on or after November 1, 2007: Employees receive a disability pension under PERS or employees must be eligible to retire into PERS and be either: (1) age 50 or above and have at least 25 years of full-time Authority service; or (2) age 62 or above and have at least 15 years of full-time Authority service.

v. Employees hired into full-time service on or after July 1, 2015: Employees receive a disability pension under PERS or employees must be eligible to retire into PERS and be either: (1) age 55 or above and have at least 25 years of full-time Authority service; or (2) age 62 or above and have at least 15 years of full-time Authority service. Years of service mean full-time service. In addition, years of service are cumulative, but the eligibility rules which apply to an employee are determined by most recent hire date.

vi. Subsections i, ii, and iii apply to only former employees of the New Jersey Highway Authority. If an employee was not a former employee of the New Jersey Highway Authority, iv and v will control.

B. Cost of Retiree Health Benefits: For retirees who had more than twenty (20) years of PERS service as of June 28, 2011, the Authority shall be responsible for the full cost of the retiree health benefits, which includes the administrative fee. Retirees, however, shall be responsible for all applicable co-pays and deductibles, which are set forth in the applicable Plan Documents. Retirees who did not have at least twenty (20) years of PERS service as of June 28, 2011 shall be responsible for contributing to the cost of lifetime benefits in accordance with the rates set forth in applicable law in effect as of June 28, 2011 (P.L. 2011, Chapter 78). In addition, retirees who did not have at least twenty (20) years of PERS service as of June 28, 2011, are responsible for all applicable co-pays and deductibles.

C. Conditions of Retiree Health Benefits: Upon the death of the retiree, applicable Survivor Benefits (detailed in Article XXII – Health Benefits, Paragraph K) shall prevail.

D. Medicare: Upon becoming Medicare eligible (reaching age 65, or earlier due to disability), retirees and/or eligible dependents, shall enroll in Part A and Part B of Medicare. The only employees who are eligible for reimbursement for Part B Medicare Standard Premium are those who retired before April 1, 2000. All Part B Medicare Standard Premium reimbursements shall be prospective. The Authority shall not make any retroactive payments for any periods prior to receipt of Medicare cards.

E. Authority Service: "Authority Service" shall be defined as full-time employment with the New Jersey Highway Authority, the New Jersey Turnpike Authority, or a combination of both.

F. United States Residency: The Authority shall not provide retiree, survivor, or dependent health benefits to anyone living outside of the United States.

2. SEPARATION BONUS

The Authority will provide a separation bonus to those employees who were hired into full-time service prior January 15, 2015 and retire in good standing retire with ten (10) or more years of full-time Authority service at an amount of $500 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, 2024 and is eligible to retire into PERS, the Authority will pay the employee a separation bonus of $13,000 (26 years X $500). 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, 2042 and is eligible to retire into PERS, the Authority shall pay said employee a separation bonus of $1,500 (3 years x $500).
- Employees hired into full-time service on or January 15, 2015 are ineligible to receive a separation bonus.

3. PRORATE VACATION AND SICK TIME IN YEAR OF RETIREMENT

Vacation entitlement in an employee's year of retirement will be prorated to reflect the months of service worked. In other words, employees will be entitled to 1/12 of their entitlement per each month of service worked in the calendar year of retirement. Full sick days for the calendar year of retirement will be prorated effective 1/1/2001 to the extent not taken, provided that such payment will not exceed the three hundred (300) sick day cap.

4. PERS

Employees are required to join the Public Employees Retirement System at the time of hire.

5. ACCRUAL OF SERVICE CREDIT

Employees shall not accrue service credit for benefits purposes while on either: (1) an unpaid leave of absence of (30) days or longer, exclusive of FMLA or FLA; (2) a suspension of thirty (30) days or longer; or (3) a Military Leave of Absence of (30) days or longer.

ARTICLE XXIV – SICK AND LATENESS POLICY

There shall be adoption of the Absentee Control Program for Union-Represented Employees as drafted.

- Effective January 1, 2008, pre-approved absences shall not be considered an occurrence under the Absentee Control Program for Union-Represented Employees. Pre-approved absences must be requested in writing, which includes electronic mail.
- If an employee requests an emergency vacation day and he/she has no occurrences for the prior ninety (90) day period, the absence will not be marked as an occurrence.

ARTICLE XXV – VEHICLE ASSIGNMENT

The Authority, upon sixty (60) calendar days notice, may revoke an employee's permanent vehicle assignment. Employees who enter the bargaining unit on or after November 1, 2007, shall not be compensated for the loss of the vehicle assignment.

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

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

ARTICLE XXVI – DISCIPLINE

1. No employee shall be disciplined without just cause. All discipline is subject to the grievance and arbitration provisions of this Agreement.

2. If the Authority brings disciplinary action against an employee, it must do so either within thirty (30) calendar days from which the Authority was made aware of the offense, or within thirty (30) days of the completion of an Authority investigation. If charges are made against an employee, the Union will receive a copy of such charges.

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

3. Employees who have an unauthorized absence for more than five (5) consecutive work days shall be deemed to have abandoned their jobs and the Authority may terminate such employees.

4. In the case of discipline that results in suspension time for the employee, the Authority, as well as the employee, has the option of reducing up to a maximum of five (5) days from the affected employee's vacation entitlement in lieu of actual time for each suspension.

5. Employees who are required to have a valid New Jersey driver's license to perform their job duties, and lose the license either temporarily or permanently, shall immediately advise the Authority in writing that they have lost their license. Failure to do so may result in disciplinary action.

ARTICLE XXVII – GROUP LIFE INSURANCE

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

Group Life Insurance shall not be provided to any employee hired into full-time employment on or after January 1, 2015.

ARTICLE XXVIII - MISCELLANEOUS

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

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

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

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

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

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

4. Bulletin boards will be provided at the Authority's headquarters building in Woodbridge.

5. The Union adopts the Turnpike Authority's Sexual Harassment policy.

6. Effective July 1, 2004, personal non-revenue tickets will no longer be issued to members of Local 97.

7. Effective July 1, 2015, all employees assigned to the Roadway Section of the Maintenance Department shall be classified as 40-hours per week employees and shall be considered essential employees who must be available to work overtime during weather-related emergencies.

8. Effective July 1, 2015, Local 196-12 shall pull and terminate cable.

TERM OF AGREEMENT

The term of his Agreement will commence on November 1, 2011 and shall be binding upon the Authority and the Union through October 31, 2017 and thereafter from year to year unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of the term or any extension thereof of this Agreement, a desire to make a change in the Agreement.

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

IN WITNESS WHEREOF, the parties have caused this collective negotiations agreement to be executed under the hands and seals.

SIGNATURES

For the New Jersey Turnpike Authority

Joseph W. Mrozek,
Executive Director

For the International Brotherhood of Teamsters – Local 97

John J. Gerow

John Gerow,
President

Marian E. Calabrese

Marian Calabrese,
Chief Shop Steward

Lisa O'Neill

Lisa O'Neill,
Shop Steward

James M. Mets, Esq.
Union Counsel

APPENDIX A – BASE SALARY SCALE

Grade	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
	11/01/2011		11/01/2012		11/01/2013		11/01/2014		11/01/2015		11/01/2016	
1A	$ 26,925.06	$ 42,971.37	$ 26,925.06	$ 42,971.37	$ 27,194.31	$ 43,401.08	$ 27,670.21	$ 44,160.60	$ 28,195.94	$ 44,999.65	$ 28,731.67	$ 45,854.65
1B	$ 26,925.06	$ 43,293.09	$ 26,925.06	$ 43,293.09	$ 27,194.31	$ 43,726.02	$ 27,670.21	$ 44,491.23	$ 28,195.94	$ 45,336.56	$ 28,731.67	$ 46,197.96
2A	$ 29,419.60	$ 46,711.00	$ 29,419.60	$ 46,711.00	$ 29,713.79	$ 47,178.11	$ 30,233.79	$ 48,003.73	$ 30,808.23	$ 48,915.80	$ 31,393.58	$ 49,845.20
2B	$ 29,419.60	$ 47,032.72	$ 29,419.60	$ 47,032.72	$ 29,713.79	$ 47,503.05	$ 30,233.79	$ 48,334.35	$ 30,808.23	$ 49,252.71	$ 31,393.58	$ 50,188.51
3A	$ 32,285.05	$ 51,120.97	$ 32,285.05	$ 51,120.97	$ 32,607.90	$ 51,632.18	$ 33,178.54	$ 52,535.74	$ 33,808.93	$ 53,533.92	$ 34,451.30	$ 54,551.06
3B	$ 32,285.05	$ 51,442.69	$ 32,285.05	$ 51,442.69	$ 32,607.90	$ 51,957.12	$ 33,178.54	$ 52,866.37	$ 33,808.93	$ 53,870.83	$ 34,451.30	$ 54,894.37
4A	$ 35,277.05	$ 55,718.57	$ 35,277.05	$ 55,718.57	$ 35,629.82	$ 56,275.76	$ 36,253.34	$ 57,260.58	$ 36,942.15	$ 58,348.54	$ 37,644.05	$ 59,457.16
4B	$ 35,277.05	$ 56,040.29	$ 35,277.05	$ 56,040.29	$ 35,629.82	$ 56,600.70	$ 36,253.34	$ 57,591.21	$ 36,942.15	$ 58,685.44	$ 37,644.05	$ 59,800.47
5A	$ 38,767.95	$ 60,734.26	$ 38,767.95	$ 60,734.26	$ 39,155.63	$ 61,341.60	$ 39,840.85	$ 62,415.08	$ 40,597.83	$ 63,600.96	$ 41,369.19	$ 64,809.38
5B	$ 38,767.95	$ 61,055.98	$ 38,767.95	$ 61,055.98	$ 39,155.63	$ 61,666.54	$ 39,840.85	$ 62,745.70	$ 40,597.83	$ 63,937.87	$ 41,369.19	$ 65,152.69
6A	$ 42,382.49	$ 66,265.68	$ 42,382.49	$ 66,265.68	$ 42,806.32	$ 66,928.33	$ 43,555.43	$ 68,099.58	$ 44,382.98	$ 69,393.47	$ 45,226.26	$ 70,711.95
6B	$ 42,382.49	$ 66,587.40	$ 42,382.49	$ 66,587.40	$ 42,806.32	$ 67,253.27	$ 43,555.43	$ 68,430.20	$ 44,382.98	$ 69,730.38	$ 45,226.26	$ 71,055.26
7A	$ 46,370.85	$ 72,360.00	$ 46,370.85	$ 72,360.00	$ 46,834.56	$ 73,083.60	$ 47,654.16	$ 74,362.57	$ 48,559.59	$ 75,775.46	$ 49,482.22	$ 77,215.19
7B	$ 46,370.85	$ 72,681.73	$ 46,370.85	$ 72,681.73	$ 46,834.56	$ 73,408.54	$ 47,654.16	$ 74,693.19	$ 48,559.59	$ 76,112.36	$ 49,482.22	$ 77,558.50
8A	$ 50,858.12	$ 78,869.51	$ 50,858.12	$ 78,869.51	$ 51,366.70	$ 79,658.20	$ 52,265.61	$ 81,052.22	$ 53,258.66	$ 82,592.21	$ 54,270.58	$ 84,161.46
8B	$ 50,858.12	$ 79,191.23	$ 50,858.12	$ 79,191.23	$ 51,366.70	$ 79,983.14	$ 52,265.61	$ 81,382.84	$ 53,258.66	$ 82,929.12	$ 54,270.58	$ 84,504.77
9A	$ 55,719.20	$ 86,272.92	$ 55,719.20	$ 86,272.92	$ 56,276.39	$ 87,135.65	$ 57,261.23	$ 88,660.53	$ 58,349.19	$ 90,345.08	$ 59,457.83	$ 92,061.63
9B	$ 55,719.20	$ 86,594.64	$ 55,719.20	$ 86,594.64	$ 56,276.39	$ 87,460.59	$ 57,261.23	$ 88,991.15	$ 58,349.19	$ 90,681.98	$ 59,457.83	$ 92,404.94
10A	$ 60,954.10	$ 94,236.34	$ 60,954.10	$ 94,236.34	$ 61,563.64	$ 95,178.70	$ 62,641.01	$ 96,844.33	$ 63,831.19	$ 98,684.37	$ 65,043.98	$ 100,559.38
10B	$ 60,954.10	$ 94,558.06	$ 60,954.10	$ 94,558.06	$ 61,563.64	$ 95,503.64	$ 62,641.01	$ 97,174.96	$ 63,831.19	$ 99,021.28	$ 65,043.98	$ 100,902.68

Although the above is set forth as annual salaries, members of Local 97 are hourly wage employees.

EXISTING EMPLOYEE AND NEW HIRES

Effective November 1, 2007, the salary scale above shall govern the salary progression of existing employees and new hires. In the scale above, pay grades which are classified as "A" are 7 hours per day and 35 hours per week job classifications. Pay grades which are classified as "B" are 8 hours per day and 40 hours per week job classifications.

INTRA-UNION PROMOTIONS

Effective January 1, 2008, employees who are promoted intra-union will receive a four percent (4%) increase, unless such increase would bring an employee above top of range for his new job classification. In such a case, the employee will not receive a 4% increase, but will be moved to top of range for his new job classification.

SALARY PROGRESSION AFTER INTRA-UNION PROMOTION

Retroactive to November 1, 2007, an employee who is promoted intra-union will move along the salary progression of his new job classification based on his years in the new job classification according to the schedule below.

GRADE	1st Year in Grade	2nd Year in Grade	3rd Year in Grade	4th Year in Grade	5th Year in Grade	6th Year in Grade	7th Year in Grade	8th Year in Grade	9th Year in Grade
1 thru 3	4%	5%	5%	5%	5%	6%	6%	6%	TOR
4 thru 7	4%	4%	5%	5%	5%	5%	6%	6%	TOR
8 thru 10	4%	4%	4%	5%	5%	5%	5%	6%	TOR

For example, if an employee has occupied a Local 97 Pay Grade (PG) 5 job classification for five (5) years and on April 5, 2008, is promoted into a PG7 job classification, the employee will receive an increase according to (b) above on April 5, 2008. The employee will then receive a 4% increment on January 1, 2009 for 1 year in grade. If the employee remains in the PG7 job classification, on January 1, 2010, he will receive a 4% increment for 2 years in grade, and on January 1, 2011 he will receive a 5% increment for 3 years in grade, and the employee will then continue to progress according the schedule for so long as he stays in the job classification.

INCREMENT DATES

Increment dates are either January 1 or July 1. The following examples explain how an increment date is determined.

- If an employee enters a job classification on or after January 1, 2008 through June 30, 2008, the employee's increment date will be January 1, 2009.
- If an employee enters a job classification on or after July 1, 2008 through December 31, 2008, the employee's increment date will be July 1, 2009.

APPENDIX B – JOB TITLES WITH BASE SALARY SCALE

Grade		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
		11/01/2011		11/01/2012		11/01/2013		11/01/2014		11/01/2015		11/01/2016	
1A	Clerk 3 – 70	$26,925.06	$42,971.37	$26,925.06	$42,971.37	$27,194.31	$43,401.08	$27,670.21	$44,160.60	$28,195.94	$44,999.65	$28,731.67	$45,854.65
1B	Clerk 3 - 80	$26,925.06	$43,293.09	$26,925.06	$43,293.09	$27,194.31	$43,726.02	$27,670.21	$44,491.23	$28,195.94	$45,336.56	$28,731.67	$46,197.96
2A	Clerk 2 - 70 Mail Clerk Receptionist	$29,419.60	$46,711.00	$29,419.60	$46,711.00	$29,713.79	$47,178.11	$30,233.79	$48,003.73	$30,808.23	$48,915.80	$31,393.58	$49,845.20
2B	Clerk 2 - 80	$29,419.60	$47,032.72	$29,419.60	$47,032.72	$29,713.79	$47,503.05	$30,233.79	$48,334.35	$30,808.23	$49,252.71	$31,393.58	$50,188.51
3A	Clerk 1 -70 Secretary	$32,285.05	$51,120.97	$32,285.05	$51,120.97	$32,607.90	$51,632.18	$33,178.54	$52,535.74	$33,808.93	$53,533.92	$34,451.30	$54,551.06
3B	Clerk 1- 80	$32,285.05	$51,442.69	$32,285.05	$51,442.69	$32,607.90	$51,957.12	$33,178.54	$52,866.37	$33,808.93	$53,870.83	$34,451.30	$54,894.37
4A	Coordinator - 70 Junior Asset Field Examiner Purchasing Coordinator	$35,277.05	$55,718.57	$35,277.05	$55,718.57	$35,629.82	$56,275.76	$36,253.34	$57,260.58	$36,942.15	$58,348.54	$37,644.05	$59,457.16
4B	Coordinator - 80 Storekeeper 3 Tolls Field Coordinator	$35,277.05	$56,040.29	$35,277.05	$56,040.29	$35,629.82	$56,600.70	$36,253.34	$57,591.21	$36,942.15	$58,685.44	$37,644.05	$59,800.47
5A	Asset Field Examiner Assistant Administrator - Tolls Constituent Services Aide Data Coordinator Financial Services Coordinator Project Development Coordinator Senior Clerk - 70 Senior Clerk (Analyzer) Senior Secretary Traffic Operations Aide	$38,767.95	$60,734.26	$38,767.95	$60,734.26	$39,155.63	$61,341.60	$39,840.85	$62,415.08	$40,597.83	$63,600.96	$41,369.19	$64,809.38
5B	Senior Clerk - 80	$38,767.95	$61,055.98	$38,767.95	$61,055.98	$39,155.63	$61,666.54	$39,840.85	$62,745.70	$40,597.83	$63,937.87	$41,369.19	$65,152.69
6A	Administrative Secretary - Engineering Administrative Secretary - Tolls Claims Coordinator Document Services Coordinator Engineering Coordinator Expediter Payment/Ledger Coordinator Safety Coordinator Sign Structures Coordinator ITS Coordinator Traffic Coordinator	$42,382.49	$66,265.68	$42,382.49	$66,265.68	$42,806.32	$66,928.33	$43,555.43	$68,099.58	$44,382.98	$69,393.47	$45,226.26	$70,711.95

Grade		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
		11/01/2011		11/01/2012		11/01/2013		11/01/2014		11/01/2015		11/01/2016	
6B	Automotive Coordinator Building Maintenance Coordinator Maintenance Coordinator Maintenance District Coordinator Mark-Out Coordinator Property Control Coordinator Storekeeper 2	$42,382.49	$66,587.40	$42,382.49	$66,587.40	$42,806.32	$67,253.27	$43,555.43	$68,430.20	$44,382.98	$69,730.38	$45,226.26	$71,055.26
7A	Accounting Assistant Budget Assistant Cash Audit Assistant Engineering Assistant Engineering Project Analyst ETC Assistant Executive Secretary 2 Junior Programmer Land Surveyor Assistant Office & Contracts Assistant PC User Support/Programming Assistant Photo Compositor Program Trainee Purchasing Assistant Research Assistant Traffic Operations Specialist Traffic Statistics Assistant	$46,370.85	$72,360.00	$46,370.85	$72,360.00	$46,834.56	$73,083.60	$47,654.16	$74,362.57	$48,559.59	$75,775.46	$49,482.22	$77,215.19
7B	Automotive Assistant Executive Secretary 2 - 40 Storekeeper 1	$46,370.85	$72,681.73	$46,370.85	$72,681.73	$46,834.56	$73,408.54	$47,654.16	$74,693.19	$48,559.59	$76,112.36	$49,482.22	$77,558.50
8A	Audit Data Inspector Audit Data Specialist Buyer CADD Engineering Technician Cash Coordinator Constituent Services Administrator Data Librarian Documentation/Control Standards Admin. Engineering Technician Examiner Junior Accountant Network Administrator Payroll Assistant PC Support Specialist Planning & Analysis Aide Procurement Coordinator Procurement Specialist Safety Inspector Senior Traffic Operations Specialist Variance Analyzer Coordinator	$50,858.12	$78,869.51	$50,858.12	$78,869.51	$51,366.70	$79,658.20	$52,265.61	$81,052.22	$53,258.66	$82,592.21	$54,270.58	$84,161.46

Grade		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
		11/01/2011		11/01/2012		11/01/2013		11/01/2014		11/01/2015		11/01/2016	
8B	Property Control Specialist	$50,858.12	$79,191.23	$50,858.12	$79,191.23	$51,366.70	$79,983.14	$52,265.61	$81,382.84	$53,258.66	$82,929.12	$54,270.58	$84,504.77
9A	Contract Services Supervisor Executive Administrator General Services Administrator Maintenance Office Administrator Payroll Specialist Programmer Senior CADD Engineering Technician Senior Computer Operator Senior Engineering Technician Senior Engineering Tech. Traffic Mgmt Network Technician Senior Safety Inspector Tolls Inspector	$55,719.20	$86,272.92	$55,719.20	$86,272.92	$56,276.39	$87,135.65	$57,261.23	$88,660.53	$58,349.19	$90,345.08	$59,457.83	$92,061.63
9B	Asset Administrator District Administrator Procedure Analyst Project Supervisor Senior Engineering Technician	$55,719.20	$86,594.64	$55,719.20	$86,594.64	$56,276.39	$87,460.59	$57,261.23	$88,991.15	$58,349.19	$90,681.98	$59,457.83	$92,404.94
10A	Helpdesk and Training Administrator Office and Budget Administrator Senior Buyer Systems Administrator Senior Network Administrator User Support Administrator	$60,954.10	$94,236.34	$60,954.10	$94,236.34	$61,563.64	$95,178.70	$62,641.01	$96,844.33	$63,831.19	$98,684.37	$65,043.98	$100,559.38
10B	Landscape Specialist Maintenance Fleet Administrator Project Analyst	$60,954.10	$94,558.06	$60,954.10	$94,558.06	$61,563.64	$95,503.64	$62,641.01	$97,174.96	$63,831.19	$99,021.28	$65,043.98	$100,902.68