

**AGREEMENT BETWEEN**  
**NEW JERSEY TURNPIKE AUTHORITY**  
**AND**  
**LOCAL 194**  
**INTERNATIONAL FEDERATION OF**  
**PROFESSIONAL AND TECHNICAL ENGINEERS,**  
**AFL-CIO/CLC**



**July 1, 2019 to June 30, 2023**

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AGREEMENT BETWEEN

NEW JERSEY TURNPIKE AUTHORITY

and

LOCAL 194, INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS, AFL/CIOCLC

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This Agreement, made this day of December 11, 2020 and effective July 1, 2019 through midnight, June 30, 2023, is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority" and Local 194, International Federation of Professional and Technical Engineers, AFL/CIOCLC, hereinafter referred to as the "Union".

ARTICLE I – STATEMENT OF JOINT PURPOSE

The parties to this agreement affirm their understanding that the Authority is a public benefit corporation and its facilities are managed for the safety and convenience of the public, essential commerce, and the national defense. It is the declared purpose of this agreement to maintain the quality and efficiency of Authority facilities and services, mindful of the public need for economic transportation, the employee's need for fair compensation, working conditions and benefits, the obligations of the Authority under State and other laws, and its covenants with the holders of its bonds. To this end, the Authority and the Union join themselves together to observe in good faith the terms of this agreement.

ARTICLE II – RECOGNITION

The Authority recognizes the Union as the exclusive representative of the full-time Operating employees of the Maintenance and Toll Collection Departments as certified by the Public Employment Relations Commission in its written opinion dated March 5, 1970, Docket Number R50, and as the exclusive representative of the Office, Clerical and Technical employees as certified by the certification dated February 23, 1972, Docket Number R403, in accordance with the laws and Constitution of the State of New Jersey as further defined herein.

In the event of the "monetization" of the New Jersey Turnpike Authority, the bargaining unit job classifications presently represented by Local 194, IFPTE shall continue to be represented by said local.

### ARTICLE III – PAYROLL DUES DEDUCTIONS

The Authority agrees to deduct from the compensation of any full-time employee member of the Union sufficient monies for the purpose of paying the employee's dues to the Union, provided said employee makes such request, in writing, to the Office of the Chief Financial Officer of the Authority. Monies so deducted by the Authority shall be transmitted to the Union.

Any such written request for the deduction of employee's full membership dues, as stated above, may be withdrawn by the employee at any time upon the filing of Notice of Withdrawal with the Office of the Chief Financial Officer of the Authority. The Notice of Withdrawal to halt deduction of full membership dues shall be effective as of the July 1 next succeeding the date on which Notice of Withdrawal is filed. At such time Article VI, Paragraph C shall prevail.

### ARTICLE IV – UNIT IDENTIFICATION

The Operating Unit shall consist of all permanent full-time toll collectors, and permanent and part-time maintenance employees, including craft employees, maintenance record clerks, janitor, parts and inventory counter-men and communications technicians. Excluded are all seasonal employees, casual employees – employees who work an average of fewer than four hours per week over a period of 90 days – and under Certification of the Public Employment Relations Commission dated March 5, 1970, Docket Number R-50. Also excluded are all part-time toll collectors covered under the Part-Time Toll Collectors collective negotiations agreement between the Turnpike and the Union.

The Office, Clerical and Technical Unit shall consist of all permanent full-time and part-time office, clerical and technical employees of the Authority. Excluded are all employees of the Human Resources Department, seasonal employees, confidential employees, managerial and executive employees, police and casual employees – employees who work an average of fewer than four hours per week over a period of 90 days – in accordance with Certification of the Public Employment Relations Commission dated February 23, 1972, Docket Number R-403.

### ARTICLE V – DISCRIMINATION

The Authority and the Union recognizes the Constitutional equality of each and every employee, and agrees that no employee shall be discriminated against in the course of his or her employment with this Authority by reason of age, sex, color, creed, nationality, union activity, disability, marital status, sexual preference, sexual identification and veteran status.

### ARTICLE VI – CLASSES OF EMPLOYEES

#### A. CLASS 5 -- Permanent Employee

A Full-Time employee is a person who has been hired by the Authority to fill a permanent position on a full-time basis and has successfully completed the probationary working test period as prescribed by the New Jersey Turnpike Authority. Full-time employment shall be considered to be an eight-hour work day or ten-hour work day and forty-hour work week for the Operating Unit or a seven-hour work day and thirty-five hour work week for the Office, Clerical and Technical Unit, except the Communications Dispatcher and Multi-Media Communications Assistant shall work an eight-hour day and 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. CLASS 4 -- Probationary Employee

An employee who is hired by the Authority to fill a permanent position on a full-time basis, but who has not completed the prescribed probationary working test period for new hires.

C. CLASS 3 -- Seasonal Employee

An employee who is hired for the purpose of rendering services on a non-continuing, but recurring basis, who may work a prescribed work day and work week; provided, however, that such employment shall not exceed one hundred twenty five (125) work days in a calendar year, during the period of the second Monday in May through the second Monday in September.

D. CLASS 2 -- Temporary Employee

- 1) An employee who is hired on a full-time basis to work a prescribed work day and work week in a position which is not permanently budgeted; as a sick leave replacement for an employee on leave as a result of a job injury from the Maintenance Operating Group or Office, Clerical and Technical Unit; as a replacement for a permanent employee on a leave of absence from the Maintenance Operating Group or Office, Clerical and Technical Unit; or as a casual employee to provide specific services for a period not exceeding one (1) calendar year. Should a temporary employee in the Office, Clerical and Technical Unit be retained beyond eighteen (18) months, such employee shall be considered Permanent from the original date of hire and the Probationary period shall be waived. Should a Temporary Janitor in the Maintenance Department be held beyond one year, such an employee will be considered permanent from their eighteen (18) month anniversary date and the probationary period will be waived.
- 2) A Part-Time Toll Collector who is re-classified as a substitute for a regular employee who has been summarily suspended for theft and/or pilferage or who has been absent for a period of fourteen (14) consecutive days inclusive of Saturdays, Sundays and Holidays for Sick Leave or Temporary Disability or Workers' Compensation.

Except that if an absence due to any of the above circumstances is known from the outset to exceed fourteen (14) days, the replacement with a temporary toll collector can occur as soon as possible thereafter.

- 3) Effective January 1, 2021, the Authority agrees that it will discontinue the Temporary employees in lieu of permanent full time and part time employees.

E. CLASS 1 -- PartTime Employee Toll Collection

An employee whose regular work hours will be eight (8) hours per day, sixteen (16) hours per week and scheduled for duty on Saturday and Sunday and/or an employee whose regular work hours will be four (4) per day, twenty (20) hours per week and scheduled for duty Monday through Sunday.

## ARTICLE VII – HOURS OF WORK, THE WORK DAY AND WORK WEEK

### A. MAINTENANCE DEPARTMENT

1. The scheduled work week for the Maintenance Department shall be forty (40) hours per week, consisting of either five (5) eight (8) hour work days, or four (4) ten (10) hour work days.

2. The regular working hours for the standard shift will run from 8:00 a.m. to 4:30 p.m. on Mondays through Fridays, excluding holidays. Nonstandard shifts, similarly, shall consist of an eight-hour work day. All shifts shall include two 15minute break periods, and shall be exclusive of one-half (1/2) hour lunch period. Additional emergency breaks may be granted at the discretion of the supervisor, over and above those specified, for reasons of health, weather, etc. Break periods shall be specified by supervision dependent upon the circumstances. Lunch periods will be taken at the nearest Maintenance Facility to the job site.

Employees working the 4-day, 10 hour shift, shall receive a fifteen (15) minute break from 10:00 p.m. to 10:15 p.m., a fifteen (15) minute break from 3:15 a.m. to 3:30 a.m., and a fifteen (15) minute wash-up period at the end of the shift. Employees will be paid for a thirty (30) minute dinner from 1:00 a.m. to 1:30 a.m.

3. There are presently a number of nonstandard shift assignments and from time to time, additional nonstandard shift assignments will be necessary. Persons employed prior to July 1, 1980, including technicians, and working standard shifts are not subject to changes in their basic shifts. Anyone hired on or after July 1, 1980, except cable/craft persons, may be required to work shift assignments, as such shifts are put into effect, starting with the most recent (having least seniority) employee within the classification and work group.

4. The beginning of nonstandard shifts, both as to hour and day of the week, will be determined so that services will be available when needed. These shifts will be published as far in advance as practicable.

5. On all shift work there will be at least twelve (12) hours off between the end of one shift and the beginning of the next.

6. For shifts other than standard, there will be two (2) consecutive days off in each week, whenever possible.

7. Effective September 1, 2007, the Maintenance Department may institute a night shift of ten (10) hours, four (4) days per week. Specifically, the shifts shall be:

- 8:00 p.m. Monday to 6:00 a.m. Tuesday
- 8:00 p.m. Tuesday to 6:00 a.m. Wednesday
- 8:00 p.m. Wednesday to 6:00 a.m. Thursday
- 8:00 p.m. Thursday to 6:00 a.m. Friday

8. Flextime: Employees that work in the NJTA Head Quarters Offices in the job title of Maintenance Records Clerk shall be provided with flex time. These employees will have the option to arrange with their Supervisor to change their work hours to any of the following alternate work hours: (a) 7:00 a.m. to 3:30 p.m., (b) 7:30 a.m. to 4:00 p.m., (c) 8:30 a.m. to 5:00 p.m., or (d) 9:00 a.m. to 5:30 p.m.

B. TOLL COLLECTION DEPARTMENT

1. The scheduled work week for the Toll Collection Department is forty (40) hours per week, consisting of five (5) eight-hour work days in any one work week.

2. Each employee's work week shall be determined by a published schedule indicating his initial and concluding hour. The work week for all employees will commence with the number one shift each Monday morning and continue through the number three shift the next following Sunday night including checkout time.

3. Starting and closing time for all shifts shall be standard to all Interchanges.

4. The Toll Collection operation shall employ the following shifts, including checkout time:

<u>Shift</u>	<u>Start</u>	<u>Finish</u>
1	10:30 p.m. (Preceding Day)	7:00 a.m.
1C	5:30 a.m.	2:00 p.m.
2	6:30 a.m.	3:00 p.m.
2B	10:30 a.m.	7:00 p.m.
2C	1:30 p.m.	10:00 p.m.
3	2:30 p.m.	11:00 p.m.

5. Whenever possible, employees will be given two (2) consecutive days off in each scheduled work week.

6. The regular work day will include no more than seven (7) hours of booth duty, the remainder of the regular eight (8) hours of work represent checkout time and break time for each scheduled tour. Collectors will be allowed one-half (1/2) hour checkout time for each scheduled tour of duty at all interchanges, whether working an entry or an exit lane. There shall be two 15minute breaks during the regular work day. An uninterrupted lunch period of one-half (1/2) hour will be provided at all interchanges. Insofar as possible, break and meals will follow a prearranged schedule and there shall be at least forty-five (45) minutes between an employee's break and meal period. However, where conditions warrant, employees may combine their breaks and meal period into a single relief, with the approval of the supervisor.

Additional emergency breaks may be granted at the discretion of the supervisor, over and above those specified, for reasons of health, weather, etc.

If, in an emergency, breaks or meal periods cannot be provided, employees will be compensated at overtime rates.

7. The work day will consist of a 24hour period beginning at the time of the start of a collector's regularly scheduled shift. The work day may be reduced by four (4) hours, becoming a 20hour period commencing with the start of a collector's regularly scheduled shift when shifts are being rotated and when heavy traffic conditions are anticipated. In no event will a collector be scheduled to work any shift at straight time pay without at least twelve (12) hours off between the end of one shift and the beginning of the next, exclusive of checkout time.

8. (a) Rebidding of schedules will occur only as needed with a minimum time to be once yearly unless the opening of additional facilities should require a special rebid. Selections for positions shall be by Job Classification Seniority.
- (b) Nothing herein shall prohibit the Authority from establishing and posting modified schedules of work dictated by changing traffic patterns; but changes in permanent schedules made for such reasons shall apply only to the next or subsequent schedules.

9. The Authority will actively seek to reduce the number of double-door operations in Tolls and will periodically review all such operations in its attempt to eliminate, except as needed, for lunch and meal periods.

10. Schedules will be revised to eliminate combination shifts except as performed by vacation reserve collectors.

11. The Authority will establish Monday through Friday schedules for all permanent Collectors.

12. Schedules will be posted two (2) weeks in advance of the effective date of each and the weekly lane schedules will be maintained as posted. Tour swaps in the Toll Collection Department will be permitted with at least 24 hours notice to supervision, provided a minimum of eight (8) hours of off-duty is provided for between shifts. Double tour swaps will be permitted only in emergency situations with the prior approval of supervision.

13. Travel for Vacation Reserve collectors will be limited to Interchanges within their respective sub-sections unless movement is essential to provide lane coverage. Vacation reserve collectors shall provide coverage for all types of lane vacancies including "traffic" coverage, at their assigned Interchange prior to movement to another Interchange within the sub-section.

Temporary Assignments due to the long-term absence of a toll collector, as a result of a long-term illness, on-the-job injury, suspension or retirement, will be filled by seniority of the toll collectors at the interchange of the long-term absence. An interchange bid will be conducted so that the temporary collector will fill in the last available slot. Only toll collectors who desire to move will move. Toll Collectors cannot bid for a shift they presently hold (a 1C is not a 2 shift, nor is a 2C a 3 shift). Toll Collectors can only move once. A temporary collector filling in as a Vacation Reserve Collector automatically becomes the least senior collector for shipping purposes or in the case of filling in for a retired Vacation Reserve collector when picking schedules. In the case of a long-term absence, for any of the above-stated reasons, the full-time Vacation Reserve collector shall pick their own line.

### C. OFFICE, CLERICAL AND TECHNICAL UNIT

1. The scheduled work week shall be thirty five (35) hours per week, consisting of five (5) 7 hour work days.

2. The regular hours of work on a scheduled work day shall be the first seven (7) hours worked, except for Communications Dispatchers as described in VIII (C) 3 below, and time thereafter shall be considered overtime.

3. Communications Dispatchers shall work a 40 hour week, consisting of five (5) eight (8) hour work days in any one work week. Schedules will be posted as far in advance as practical. In the event

of a vacancy or an absence longer than thirty (30) days, Communications Dispatchers will be offered the opportunity to fill the vacancy and resulting vacancies by seniority with the understanding that if and when the absent employee returns everyone returns to their original shift. Each shift will start 10 minutes early which will be paid at straight time. (The Operations Department shall employ the following shifts for the Communications Dispatchers:)

1	10:45 PM to 6:45 AM
2	6:45 AM to 2:45 PM
3	2:45 PM to 10:45 PM
1T	6:45 PM to 6:45 AM
2T	6:45 AM to 6:45 PM
1VR	10:45 PM to 6:45 AM (Monday to Friday unless Communications Dispatcher is used to cover other shift (s) due to another Communications Dispatcher's absence).
2VR	6:45 AM to 2:45 PM (Monday to Friday unless Communications Dispatcher is used to cover other shift (s) due to another Communications Dispatcher's absence).
3VR	2:45 PM to 10:45 PM (Monday to Friday unless Communications Dispatcher is used to cover other shift (s) due to another Communications Dispatcher's absence).

4. There shall be a 15minute break period in the first half of the work day and a continuation of past practice in the second half. There will be a one (1) hour uncompensated lunch period provided. There shall be a wash-up period of five (5) minutes at the end of the work day.

## ARTICLE VIII – PAY POLICIES

### A. GENERAL

#### 1. Job Classifications and Salary Ranges

(a) The job classifications for employees are shown in Appendix along with the salary ranges.

(b) New employees will serve an active probationary period of six (6) months commencing with the date of hire. There will be an option to provide for a three-month extension in the event unusual circumstances are involved, if agreeable to both the Authority and the Union, with the six-month rate of pay not becoming effective until the completion of the extended probationary period. Probationary employees will receive periodic reviews throughout the probationary period.

Probationary employees in the Toll Collection Department shall be deemed "permanent" under the terms of this Agreement following receipt, evaluation, and approval by the Department Head of all relevant performance information and statistics. Within a period not to exceed thirty (30) days, the employee's six-month rate of pay shall be paid retroactive to the date of the employee's successful completion of the probationary period.

(c) Employees hired before June 27, 1977 shall, upon promotion, receive the job rate. Employees hired on or after June 27, 1977 shall be placed on the next higher rate of the salary range from the employee's existing rate of pay and shall proceed along the newly acquired range according to the time schedule thereafter. However, promotions in the Office, Clerical and Technical Unit will provide that the employee shall advance to the next highest step on the newly acquired scale provided such step represents an increase of at least \$500 annually. Otherwise, the employee shall advance to such step on the new pay scale which is at least \$500 over the employee's annual rate of pay immediately prior to the promotion. Thereafter, the employee will proceed along the newly acquired scale by advancing one step on the anniversary date of the promotion.

(d) In the event the Authority adds new Job Classifications during the life of this Agreement, said classification shall be forwarded to the Union, together with the Job Description and Salary Range prior to being put into effect. Such changes shall become a part of the Appendix.

## 2. Shift Differential

(a) A shift differential shall be paid to all employees whose shifts begin on or after 12:00 noon according to the rates listed below:

After 12:00 Noon	.50
After 6:00 p.m.	.65

(b) The Vacation Relief and Reserve employees in the Toll Collection Department and employees regularly involved in rotating shifts will, in lieu of the differential above, receive:

.55

(c) The shift differential shall be added to and become a part of the base rate of pay after application of longevity.

(d) For purposes of any paid leave time such as Holidays, Vacations, Sick Leave, etc., an employee shall be paid at the differential rate, if any, effective immediately prior to the leave.

(e) Shift differential will apply to the employee assigned to the shift for regular duty and not overtime. Employees working overtime shall be paid at the overtime rate computed for the shift for which they are regularly assigned, including differential and/or longevity pay, if any.

## 3. InterDepartmental Transfers

(a) Employees hired before July 3, 1989 shall be placed on the two-year rate, proceed to the three-year rate after a six-month work test period, and to the Job Rate a year thereafter.

(b) Employees hired on or after July 3, 1989 shall be placed on the scale at the rate immediately lower than their existing rate, but in no event higher than the two-year rate. Said employees shall proceed along the newly acquired range according to the time schedules thereafter.

(c) Employees transferring to a lower paying position shall:

a. Be placed on the next lower rate on the newly acquired scale and proceed along the newly acquired range according to the time schedules thereafter if length of service is less than four (4) years, or

b. Assume the Job Rate if at Job Rate prior to transfer.

## 4. Overtime Committee

The parties agree to form a Committee to study and make recommendations to the Executive Director and the Commissioners concerning meaningful methods of reducing all forms of overtime.

## 5. Title and Pay Parity Committee

- a. The Authority agrees to establish a committee for the purpose of examining the salary of specified bargaining unit job titles and comparing those salaries to existing Parkway job titles that the Union asserts are comparable.
- b. The Pay Parity Committee will be comprised of four representatives assigned by the Authority and three representatives appointed by the Union.
- c. The members of the committee appointed by the Authority shall analyze: (a) if the titles, qualifications, job duties and responsibilities of the Local 194 job titles are comparable to those of the identified Parkway job titles, and (b) if pay parity between the two job titles is appropriate, and if so, under what circumstances. In conducting this analysis, the Authority's committee members shall consider any relevant documents, evidence or arguments provided to them by the Union, the Authority, or from any other source, including individual employees. Upon completion of the analysis done by the Authority's committee members, the analysis shall be discussed with the full committee and all committee members can give input and/or provide additional information that is relevant and helpful to the analysis.
- d. The Committee may retain the services of a vendor with expertise in compensation analysis to assist the Committee in its analysis. If the Committee retains an outside vendor for this purpose, the Authority shall be responsible for the full cost of the vendor's services.

The Committee shall meet and discuss the final results of the analysis into the job titles. With respect to each job title, the Committee will determine by majority vote if: (a) the job titles, qualifications, job duties and responsibilities of the Local 194 job titles are comparable to those of the identified Parkway job titles, and (b) if pay parity between the two job titles is appropriate, and if so, under what circumstances, including whether, and to what extent, the qualifications, duties and/or responsibilities of the position should be modified to correspond to the Parkway job titles. The analysis and final determinations shall be completed as soon as practicable, but no later than 6 months after the ratification of the MOA.

- e. The decision of the Committee is final and binding and shall not be subject to review pursuant to the Grievance Procedure.

The salary increases, if any, for all job titles in (a) through (g) below shall be effective no later than 6 months after ratification of the MOA. The job titles that will be analyzed by the Committee, and the Parkway job titles that they will be compared to', are set forth below:

- a) Administrative Secretary (Administrative Secretary - Teamsters Local 97)
- b) Engineering Administrative Aide (Engineering Assistant – Teamsters Local 97)
- c) Maintenance Office Assistant (Maintenance Assistant – Teamsters Local 97)
- d) Programmer (Sr. IT Software Developer - Teamsters Local 97)
- e) Jr. Voice & Video Administrator (Assistant Telecommunications Manager – L. 97)
- f) Automotive Technician (Craftsperson II Auto - Local 196, ch.12)
- g) Building Maintenance Mechanic (Mechanical Craftsperson 2 - Local 196, ch. 12).

The following three job titles shall be upgraded as set forth below effective October 1, 2020:

- a. Electrician - Each current Electrician shall be upgraded from Range 05M to Range M6 and shall be placed on the lowest step on the Range M6 pay scale that results in a pay increase for the Electrician. After application of any of the applicable salary increase set forth in the Joint MOA (Exhibit A), the new salary scale for Electricians effective October 1, 2020 shall be as follows:

<u>Step</u>	<u>Annual</u>	<u>Hourly</u>
1	\$73,481.36	\$35.33
2	\$78,631.59	\$37.80
3	\$83,781.82	\$40.28
4	\$88,932.04	\$42.76
5	\$92,041.12	\$44.25

Effective January 1, 2021, the Electrician will agree to the following work rule changes that are consistent with those that apply to the Electrical Craftsperson II on the Parkway side:

- 1. Stand By Duty: One Electrician shall be assigned Stand By Duty each week for the entire road for the purpose of emergency response. If the Electrician is not called out for the entire week, a minimum of 8 hours pay at straight time shall be paid. If called out, a minimum of 2 hours on each call shall be paid at an hourly rate of 1.5 times the regular hourly rate. When on stand-by duty, Electricians will be permitted to take their vehicles home.
- 2. Work on Parkway: Electricians can be assigned to either the Turnpike or Parkway to work on major projects when management deems it necessary.
- 3. Reduced Supervision: Electricians will work with minimal supervision at the discretion of management, which will require the Electrician to perform certain duties that are currently performed by a Local 200 Foreman (i.e. ordering parts).
- 4. All Electricians must have an electrical license and a Journeyman card.

- b. Parts and Inventory Stockperson: Each current Parts and Inventory Stockperson shall be upgraded from Range 03M to Range 6B. Employees in this job title that are currently at top step shall move to the max of the 6B Range (\$75,404.42) effective on October 1, 2020. This includes the applicable salary increase set forth in Paragraph 1 above. For those employees in this job title that are not yet at the top step in Range 03M, in addition to the across-the-board increases set forth in Paragraph 1 above, they will receive a 5.00% salary increase each year on their anniversary date of employment until they reach the maximum salary for Range 6B.

Effective January 1, 2021, the Union shall not oppose the integration of the overtime lists between the Turnpike and Parkway with respect to the Parts and Inventory Stockperson and Storekeeper 2. Currently, there is one overtime list for Parts and Inventory Stockperson on the Turnpike and a separate overtime list for Storekeeper 2's on the Parkway. The Union agrees that the Authority can combine these two overtime lists.

- c. Technology Device Technician – Effective October 1, 2020, each current TDT shall be upgraded from Range 07M to Range C9 and shall be placed on the lowest step of the Range C9 scale that results in a pay increase for the Technology Device Technician. After application of any applicable

salary increases set forth in Paragraph 1 above, the new salary scale for Technology Device Technicians effective October 1, 2020 shall be as follows:

<u>Step</u>	<u>Annual</u>	<u>Hourly</u>
1	\$75,739.71	\$36.41
2	\$79,173.19	\$38.06
3	\$82,606.68	\$39.71
4	\$86,040.16	\$41.37
5	\$89,473.651	\$43.02
6	\$92,582.72	\$44.51

## B. MAINTENANCE DEPARTMENT

### 1. Meal Allowance Application

For overtime of two (2) or more hours, a meal allowance will be paid. Employees who are required to work more than ten (10) continuous hours will receive one-half (1/2) hour off with pay and a meal allowance. During a declared emergency, the Authority will grant a meal allowance after each additional eight-hour period over the first ten (10) hours and appropriate paid time off for additional meals.

### 2. Paychecks

Whenever possible, paychecks will be available each week on Fridays by direct deposit. Holiday and overtime pay, mileage, and meal allowance will be paid within fourteen (14) days following the last day of the work week in which the same were incurred.

### 3. Special Assignment

a. The Authority will pay, in addition to all other pay, the sum of one dollar (\$1.00) per hour to employees in the Maintenance Person Classification who are temporarily assigned to the following duties:

1. Paving crew; rakers; tack coaters; screed men; dumpmen; or calcium chloride sprayers.
2. Concrete saw operators, jack hammer/pavement breaker operators or burners.
3. Road service patrol and Electrician's helper.

b. The Authority will pay in addition to all other pay the sum of one dollar (\$1.00) per hour to the employees who are assigned the duty of grass job leader.

c. The Authority will pay the Heavy Equipment Operators an additional \$20 per day when required to operate the Hazardous Materials vehicle. Heavy Equipment Operators shall be allowed to be certified to operate the Hazardous Materials Vehicle on Authority time.

### 4. Overtime Duty

(a) Every possible effort will be made to keep the overtime assignments equal among persons in the same classification and in the same work group.

(b) The work day and work week of operating employees of the Maintenance Department have

been described previously. It is expected that each employee will be available for a reasonable amount of overtime. The Union assures the Authority that employees will work a reasonable amount of overtime and will assist the Authority in having employees available in an overtime situation. Overtime pay at the rate of time and one half shall be paid for any work in excess of a scheduled eight (8) hour shift, a scheduled ten (10) hour shift, or for work in excess of the 40 hour work week.

For overtime purposes, employees working the 4-day, 10 hour shift, their 7 day week shall be from Midnight Sunday to Midnight Sunday. Also for overtime purposes, employees working the 4-day, 10 hour shift will be on the roster of the "C" shift. Employees working the 4-day, 10 hour shift will be known as "Division" employees.

- (1) In emergency situations involving snow and ice control, time and one-half shall be paid Monday through Friday for all hours worked after twenty four (24) consecutive hours.
- (c) Assignment for overtime duty shall be according to rules promulgated by the Maintenance Department, which shall not be in conflict with the Provisions of this Article.
- (1) When held over for overtime beyond the scheduled working hours, each man will be required to work a minimum of four (4) hours and paid at time and one-half rates. When called out for overtime duty after the conclusion of their regular shift, each man reporting for such duty will be credited with a minimum of four (4) hours of pay calculated at time and one-half rates. Employees may be called in or scheduled to work two (2) hours before their regularly scheduled working hours, with a guarantee of two (2) hours minimum overtime pay.

Overtime pay will be calculated from the time a man reports to his regular place of duty or elsewhere as directed. When an employee is called in for overtime duty and is unable to proceed via Turnpike to his designated place of duty due to stoppage of traffic on all or part of the Turnpike, his pay will be calculated from the time of reporting to an Interchange.

- (2) Any employee who refuses an overtime assignment will have his overtime record charged with eight (8) hours, or the hours worked by the man taking the assignment, whichever is greater. Employees called in for emergencies in the Technical areas shall not be charged for hours worked. Employees refusing shall be charged. Employees in the Building Trades division shall maintain a pre-planned overtime list that is chargeable and a separate Emergency Call-Out list that follows the guidelines established in the 2009 Trades overtime agreement.
- (3) If an employee has arrived at his regular job location prior to the normal starting time and is directed to commence work in an emergency situation, he shall be paid solely on the basis of time and one-half pay for hours worked prior to the normal starting time. For all such work assigned, a minimum of one (1) hour's pay at time and one-half will be granted. Hours worked under these conditions will not be charged against the overtime roster.
- (4) For overtime duty continuing beyond the regular work day, any employee who refuses this overtime will have his overtime record charged with the actual hours worked by the man taking the assignment.

- (5) In an overtime situation, supervision will determine the number of workers required in each Job Classification. Selection for overtime duty, except as provided in items (6) and (9) below, will be on a rotation basis within Job Classification from a weekly roster. The roster will be effective Monday of each week and will reflect an up to date accumulation of hours to and including pre-shift overtime the same Monday. The roster will begin with the lowest number of hours in order to the highest number.
- (6) On a holdover, the roster referred to in item (5) above, will be utilized unless the work involved is a continuation of work already in progress prior to the end of the regularly scheduled shift; in which event, those employees working on the job will continue in that assignment. Whenever possible, the Steward or Alternate will be assigned to the held over job. In a job continuation situation, additional and/or replacement personnel will be assigned from the overtime roster. The Union steward or alternate will assist the supervisor in the selection procedure.
- (7) Overtime will be cumulative.
- (8) A duplicate record of overtime lists will be provided for Union Stewards.
- (9) The Union Steward or Alternate will be the first called out on an overtime situation within his classification, except in those cases where only one (1) person is required.

#### 5. Snow Duty

All employees who on or after July 1, 2007 enter a Trades job title, which is assigned to the Maintenance Department, shall work snow/ice removal events. Toll Technicians are not required to participate in the snow/ice removal process.

### C. TOLL COLLECTION DEPARTMENT

#### 1. Paychecks

Paychecks will be available bi-weekly on Tuesday by direct deposit. Holiday and overtime pay, mileage and meal allowance will be paid within fourteen (14) days following the last day of the work week in which the same were incurred.

#### 2. Overtime Duty

The work day and work week for operating employees of the Toll Collection Department have been described previously. Each collector is expected to be available for a reasonable amount of overtime. When overtime occurs, employees will be paid at time and one-half for any work beyond eight (8) hours in any work day, or in excess of the 40hour work week. The Union assures the Authority that employees will work a reasonable amount of overtime and will assist the Authority in having employees available in an overtime situation. Under no condition shall compensation be in excess of two and one-half (2 1/2) times the base rate for hours worked, except as hereinafter provided in case of the guaranteed minimum.

(a) Emergency Overtime

- (1) If called in for emergency duty, a minimum of four (4) hours pay will be guaranteed at time and one-half, unless the employee reports beyond the time requested, in which case, time and one-half for hours actually worked will be granted.
- (2) Any holdover shall be paid a minimum of four (4) hours except in the case of coverage for lateness, which will provide a minimum of one (1) hour overtime, or the hours actually worked, whichever is greater.

(b) Time Change

In those instances involving change of time in the Spring and Fall of each year, payment will be made in accordance with the following:

- (1) Where a change in time results in hours worked beyond the normal work day, overtime will be paid for the additional hours worked.
- (2) Where change in time results in hours worked less than the normal work day, no loss of pay will be incurred.

(c) Overtime Equalization

- (1) Assignment for overtime duty shall be according to rules promulgated by the Toll Collection Department, which shall not be in conflict with the provisions of this Article.
- (2) As opportunities for overtime work arise, the collectors at each Interchange will be called upon to perform such overtime work in balanced rotation, by Interchanges, except when the need for overtime work requires that a collector be held over beyond his regular eight (8) hours of work.
- (3) Overtime will be equalized as much as possible by a cumulative system. Refusals or non-available will be treated as overtime worked and they shall be charged in the rotation system with the hours worked by their replacement. An overtime list showing the cumulative hours of overtime worked will be posted at each Interchange with a copy to be provided to the Union Steward.

(d) Extended Tour CheckOut Time

Whenever a collector's overtime is connected to his scheduled tour, or he is working a double tour, he will be entitled to take his half-hour checkout time near the end of the first tour worked, or after his next tour starts. Either selection is to be with the approval of the supervisor.

(e) Meal Allowance

In case of a holdover or call-in overtime, a meal allowance shall be paid and a meal period granted when the employee's time on duty equals twelve (12) or more continuous hours of work. The employee shall be paid on-half (1/2) hour at time and one-half if the meal period cannot be granted.

(f) Overtime - Filling a Regular Tour

Any regular tour, for which neither the assigned collector, vacation reserve Collector, PartTime Collector, a seasonal employee is available, shall be completed or filled by a holdover or call-in for the full period of the tour.

A temporary employee may be used as a substitute for a regular employee who has been summarily suspended for theft or pilferage or absent on sick leave, temporary disability, or workers compensation as provided under Article VII, D.

In the event no Collector is available within a Section to cover a Mandatory Lane, the Division Manager may require filling the schedule with a Collector from another Section. However, in the covering of a 'traffic' lane on the regular schedule, the Division Manager is not required to fill the lane.

All PartTime employees will only be eligible for duty on Monday through Friday after all Permanent and Probationary employees within the Department have been canvassed.

Effective January 1, 2021, Full-Time Toll Collectors shall be given first opportunity for 8-hour overtime shifts on Mondays through Fridays, while next priority will go to 16-hour Part-Time Toll Collectors, followed by 20-hour Part-Time Toll Collectors. Effective January 1, 2021, 20-hour Part-Time Toll Collectors shall be given first opportunity for 4-hour overtime shifts on Mondays through Fridays, while next priority will go to Full Time Toll Collectors, followed by 16-hour Part-Time Toll Collectors. With respect to overtime on Saturday and Sunday, 16-hour Part-Time Toll Collectors shall be given first priority for all overtime shifts, with Full-Time Toll Collectors getting the next priority, followed by 20-hour Part-Time Toll Collectors. Except in unforeseen circumstances, canvassing for all overtime shifts will be Interchanges 1-8A and 9-18W.

3. Long Term Absence of Stock Service Clerk

In the event of a long-term absence due to illness, on-the-job injury or suspension of a Stock Service Clerk, the temporary vacancy shall be filled from the Toll Collection Department by Departmental Seniority. Toll Collection employees filling the vacancy of the Stock Service Clerk shall receive the rate of pay of the Stock Service Clerk. In the event a Toll Collector fills the vacancy of the Stock Service Clerk, the Toll Collection Department shall have the right to fill the Toll Collector's vacancy with either a temporary or part-time collector.

4. Toll Collector Cap

The parties agree that there shall be no cap on the number of Toll Collectors. The provisions of Paragraph 26 of the 2011 MOA shall be rescinded.

D. OFFICE, CLERICAL AND TECHNICAL UNIT

1. Special Assignment

- a. Employees who are assigned to fill in or take the place of an employee in a higher classification upon starting, shall receive the higher rate of pay, plus the assigned employee's longevity, provided that the combined new rate of pay does not exceed the combined rate of pay of the

employee being replaced. In the event the combining of the base rate plus the assigned employee's longevity exceeds the combined rate of the employee being replaced, the maximum payable to the assigned employee shall be the combined rate of the employee being replaced. Supervisors shall notify an employee of the special assignment prior to the employee undertaking said special assignment.

- b. An employee temporarily assigned for a period exceeding one month (30) days consecutively shall receive Leaves of Absences and Benefits at the higher rate of pay until such employee is restored to his or her former position.
- c. It is understood that a break in assignment due to Vacation, Illness, a Holiday, or such other Leave of Absence does not constitute an actual change in assignment as long as assignment continues at least one day after leave. For example, if Wednesday is a Holiday and employee "A" is assigned to a higher level position for that week, the Holiday is not considered to be a "break" in assignment and Monday, Tuesday, Thursday and Friday will be considered to be four consecutive days.

## 2. Overtime Duty

Every possible effort will be made to keep the overtime assignments equal in the same classification and in the same work group. It is expected that each employee will be available for a reasonable amount of overtime.

Overtime pay at the rate of time and one-half shall be paid for any work in excess of seven (7) hours in one (1) day, except for Communications Dispatchers', Multi-Media Communications Assistants' and Property & Materials Assistants' work which shall be in excess of eight (8) hours per day, or for work in excess of 35hour work week, except for Communications Dispatchers, Multi-Media Communications Assistants and Property & Materials Assistants for work in excess of a 40 hour work week as follows:

- a. When an employee in the Unit is called out from home, such employee will be credited with a minimum of three (3) hours work calculated at the overtime rate.
- b. When an employee is held over for duty beyond the scheduled working hours, such employee will be credited with a minimum of one (1) hour's work calculated at the overtime rate.
- c. When an employee begins overtime work prior to the start of the scheduled working hours, such employee will be paid for the time actually worked calculated at the overtime rate.
- d. The Authority shall pay a Meal Allowance for two (2) hours or more on holdover and an additional Meal Allowance for each seven (7) continuous hours worked thereafter.
- e. There shall be no pyramiding of overtime.
- f. For a Multi-Media Communications Assistant, Stand-By Duty shall be for a period of one (1) week from 5:00 PM Tuesday through 5:00 PM Tuesday. All Multi-Media Communications Assistants must be able to work Stand-By Duty, which shall be assigned on a rotating basis. A Multi-Media Communications Assistant shall be paid for each week

of Stand-By Duty a sum equal to four (4) hours of pay at the overtime rate. If during the week of Stand-By Duty, an employee cumulatively works more than four (4) hours while on Stand-By Duty, he shall be paid at the overtime rate for all hours worked beyond the guaranteed four (4) hours. For example, an employee who works a total of seven (7) hours while on Stand-By Duty shall receive the guaranteed four (4) hours of overtime for Stand-By Duty pay, plus three (3) hours of overtime.

3. Paychecks will be available each week on Friday. Holiday and overtime pay, mileage, and meal allowance will be paid within fourteen (14) days following the last day of the work week in which the same are incurred.
4. OCT employees who are called in as snow augmentation list volunteers shall receive mileage from their home to the work assignment. If called for snow augmentation duty while at work, mileage will be calculated from their work location to the assigned work site.

### ARTICLE IX – SENIORITY

There exists, for purposes of this agreement, four (4) types of Seniority, the application of which appear in the agreement where appropriate. The four (4) types of Seniority are defined as:

1. Turnpike Seniority, which shall consist of the accumulated, continuous employment of the employee with the Authority.
2. Departmental Seniority, which shall consist of an employee's continuous service within a department.
3. Job Location Seniority, which shall consist of an employee's time spent in a specific job location.
4. Job Classification Seniority, which shall consist of an employee's cumulative time spent in a specific job classification.

An employee's Seniority shall not be lost because of absence due to illness, excused leaves of absence, or layoff not extending beyond two (2) years. An employee shall cease to have Seniority rights by voluntary quitting, termination through discharge, is AWOL for 4 or more consecutive work days, or due to layoff extending beyond two (2) years. Seniority lists will be kept current and available at convenient locations.

#### 5. Job Security

- A. In the event the Authority considers privatization of any functions that could result in the layoff or displacement of bargaining unit employees or that could result in the transfer of bargaining unit work to private vendors, contractors or other entities, the Authority agrees to give the Union reasonable advance notice, but no less than 90 calendar days' notice, prior to awarding a privatization contract to perform the bargaining unit work. For purposes of this Article, "privatization" means the transfer of any work currently performed by bargaining unit members to any private entity, including any private vendor, contractor or company, except that situations where the employees' functions are replaced through automation shall not be subject to any of the provisions of this Article.
- B. The Union shall be given the opportunity to demonstrate to the Authority that bargaining unit employees will do the same work more efficiently than a private contractor. The Authority shall meet with Local 194 within thirty (30) calendar days from the date of the 90 day notice provided pursuant

to paragraph A above, or within thirty (30) calendar days from the issuance of an RFP for the privatization of bargaining unit work, whichever is sooner.

- C. The Authority agrees to make good faith efforts to lessen the possibility of a layoff or demotion-in-lieu-of layoff of bargaining unit employees impacted by the privatization of bargaining unit work. Actions by the Authority to either reduce or eliminate layoffs may include hiring and promotion freezes, the separation of non-permanent employees, the transfer or reassignment of bargaining unit employees into vacant positions for which they are qualified, training bargaining unit employees to fill Authority vacancies for which they may not be qualified without training, and other actions to be negotiated by the parties following notice of layoff.
- D. In addition, the Authority shall minimize the impact of the privatization of bargaining unit work by encouraging the private vendor or contractor to consider hiring qualified bargaining unit employees before hiring persons not currently employed by the Authority.

## ARTICLE X – JOB ASSIGNMENTS, OPERATING UNIT

### A. TRANSFERS

1. All vacancies or contemplated positions within the negotiating unit shall be posted on bulletin boards listing the job title and location of each position; a copy of such notice shall be sent to the Union.

2. Employees in the same job title as a posted position shall notify their Department Head, in writing, within eleven (11) days of the date of the posting that they wish to be transferred to the location posted. Selection for the position shall be on the basis of job classification seniority of those requesting transfer. This transfer procedure shall be exhausted before application of the promotional provisions of this agreement.

3. Should the position be for a lesser-rated position within the operating department, the Authority will, in the event no transfer is requested, recruit a candidate from outside the negotiating unit.

4. The Authority shall maintain separate lists (District, Division, and State Police) for purposes of job assignments and transfers of Automotive Technicians, including Temporary Assignments.

5. When a vacancy or vacancies exist within the operating unit for Toll Collection, a notice of this will be posted within the Section in which it occurs for a period of eleven (11) days. In addition, any vacancy or vacancies occurring as a result of the posting will also be filled at the same time. Those interested in an announced vacancy or any vacancies developing as a result of filling same should complete the Section Bid Form. This form will list all the possible choices within the Section and the person bidding should indicate his choice or choices in order of their desirability. This form may also be used to indicate a desire for transfer to another Section. Selections shall be on the basis of Job Classification Seniority.

6. Employees will be moved into the new position no later than 90 days after acceptance for transfer. The actual timing of the move shall be worked out between the respective Department Heads. If an employee is unable to move due to business necessity, the employee shall begin receiving the new

rate of pay on the first working day following 90 days. Management will continue efforts to move the employee to the new location and position. In case of demotion, the employee shall retain current pay rate until the actual transfer takes place.

Transfer rules will provide detailed operating procedures covering all transfers and will be consistent with this agreement.

## B. TEMPORARY ASSIGNMENTS

1. Employees may be temporarily assigned to duty at locations other than those to which they are regularly assigned. Travel cost will be compensated whenever the Turnpike distance between the location of his regular assignment and of his temporary duty assignment exceeds five (5) miles roundtrip and Turnpike transportation is not provided.

2. Where a maintenance employee is temporarily assigned to duty in districts or shops other than those to which he/she is regularly assigned, the hours of work will be calculated from and to the time of reporting in and out at the district or section to which he/she is regularly assigned, unless the district or section to which the maintenance employee is temporarily assigned is closer to his/her home in which case the hours of work will be calculated from and to the time of reporting in and out at the district or section to which he/she is temporarily assigned.

3. Temporary Assignments in Maintenance will be offered to employees on the basis of Job Location Seniority or Job Classification Seniority, whichever is applicable. If no one accepts the assignment, the assignment will be made on the basis of inverse seniority. Effort will be made, whenever possible, to indicate in advance of offers to affected employees, the length of time of a Temporary Assignment.

4. (a) An employee temporarily assigned for a period exceeding one month (30) days consecutively shall receive Leaves of Absence and Benefits at the higher rate of pay until such employee is restored to his or her former position.

(b) It is understood that a break in assignment due to Vacation, Illness, a Holiday, or such other Leave of Absence does not constitute an actual change in assignment as long as the assignment continues the day after the Leave of Absence concludes. For example, if Wednesday is a Holiday and employee "A" is assigned to a higher level position for that week, the Holiday is not considered to be a "break" in assignment and Monday, Tuesday, Thursday and Friday will be considered to be four consecutive days.

5. Personnel temporarily assigned to a supervisory position will be paid the employee's regular rate plus \$1.00 per hour for time served in the supervisory position.

## C. INTER-DEPARTMENTAL TRANSFERS

1. If vacancies cannot be filled from within the department in which they occur, the vacancies will be posted throughout all other departments. Employees desiring to be considered for such vacancies, if qualified, will be considered prior to all other applicants.

2. The Authority shall reassign any employee failing to satisfactorily complete the trial period to his former classification where a vacancy exists.

3. Vacancies filled in accordance with (1) and (2) above will be on a trial basis for a period of six (6) months. New employees on probation shall be considered for filling vacancies under this provision.

4. Employees transferring into titles within the Maintenance Department which require a Commercial Drivers License (CDL) must obtain their CDL during the work test period; otherwise, they shall be returned to their previous position. New employees must receive their Commercial Drivers License during their probationary period; otherwise they shall be subject to termination.

#### ARTICLE XI – PROMOTIONS, OPERATING UNIT

A. It is the desire of the Union and the Authority to advance and promote those employees within the negotiating unit who are senior to other employees in the unit and are most qualified for advancement and promotion. Promotions and advancement to vacancies within the negotiating unit first will be made available to eligible employees within the respective department, i.e., Toll Collection vacancies in the negotiating unit will be made available to employees in the Toll Collection Department; Maintenance Department vacancies will be made available to eligible employees in the negotiating unit in the Maintenance Department.

B. Promotion or advancement to a job classification in the Toll Collection Department and the Maintenance Department, respectively, will be predicated upon the following:

1. Posting shall consist of the formal announcement of an existing or anticipated vacancy in a department within the negotiating unit (Toll Collection or Maintenance Department). The announcement shall include a complete description of the vacancy to be filled, duties to be performed, and pre-qualification requirements. The announcement shall be posted on all bulletin boards in Maintenance Districts or Toll Plazas, as the case may be, for no less than eleven (11) consecutive days, (264 hours).

2. Eligible employees in the respective department within the negotiating unit who wish to bid on the existing or anticipated vacancy will be given the opportunity of filing a job bid form. The job bid form shall be filed with the respective Department Head in which the vacancy does or will exist, and a copy of the job bid form will be forwarded to the President of the Union, or his designee, no later than midnight of the eleventh day of posting. All bids for posted positions will be date stamped.

Currently, as Local 194 Full Time Maintenance positions become available, preference is given to Turnpike Toll Collectors (full or part time) who have passed all required tests after working at least six months on the job. If at any time, there are no Toll Collectors eligible, then management has the right to fill those vacancies. Effective January 1, 2021, the filling of full-time Maintenance vacancies shall alternate with the first vacancy filled by a Local 194 employee as per the current process, and the second vacancy filled by any qualified individual selected in the sole discretion of management. With respect to the testing process for Maintenance positions, the Union will be permitted to have one (1) representative observe the testing process each time the Authority offers an examination to any Local 194 employees. All test scores and results shall remain confidential. While all examination scores are final and not subject to appeal or challenge through the Grievance Procedure, within 30 days after the Authority communicates the examination score to the candidate, the Union may request a meeting with the supervisor in charge of the test and Human Resources to review the candidate's examination and obtain an understanding of the basis for how the score was calculated.

3. All eligible job bidders will be required to successfully complete a standardized, job related, written and/or oral examination and physical. Examinations shall be prepared by the Authority. The

Union shall have access to examination results.

4. All eligible job bidders who successfully complete the examination will be listed in the order of their final numerical average for both written and oral examinations, except that employees who have successfully completed the prescribed pre-qualification examination and who are senior in years of service shall be given preference for selection for advancement or promotion over junior employees in years of service who may have substantially the same numerical rating. Each employee on a Promotional List shall be permitted one (1) refusal to accept an offer within the employee's Division in Maintenance, or Section in Tolls. Upon an employee's second refusal to accept an appointment from the list within the Division or Section, such employee shall be removed from the list.

5. There shall be an Apprentice Program in the Maintenance Department, which will provide a combination of educational and on the job training by means of which employees can achieve placement on Promotional Lists for Trades and Technicians. This Program will be under the direction of an "Apprentice Program Review Committee," consisting of representatives of the Authority and the Union. The Committee shall be empowered to adopt rules and procedures for the Program's operation. Rules and procedures adopted by the Committee may waive, modify, or substitute for requirements otherwise needed to achieve promotional levels for Trades and Technicians.

#### a) APPRENTICE PROGRAM AGREEMENT

6. Every effort will be made to advance or to promote eligible employees within the department in which the vacancy exists or is anticipated. No attempt will be made to recruit outside of the negotiating unit until posting and bidding procedures have been exhausted in both departments, (Toll Collection or Maintenance), which constitute the negotiating unit.

7. All employees who are appointed within the negotiating unit and which are clearly recognized as advancement or promotion will be subject to a working test period of no more than six (6) months. The determination by the Authority that an employee has failed to successfully complete the working test period shall not be considered a disciplinary action, but it will be subject to the grievance procedures outlined in this agreement. If unsatisfactory, the employee shall revert to the previously held classification and rate without loss of seniority.

8. Effective January 1, 2021, to the extent that any employee is subject to a working test period as a result of a promotion in accordance with this Agreement, the following terms will apply:

- a. The employee shall receive an evaluation on or around 60 days into the six-month working test period.
- b. If the employee is not performing satisfactorily, the employee will receive written notice setting forth the performance deficiencies and recommendations to cure performance deficiencies. This written notice should be provided to the employee before the 90th day of the six-month working test period.
- c. The Authority may extend the employee's working test period for two months upon written notice to the employee prior to the end of the six-month working test period, along with an explanation of the performance deficiencies that need to be corrected in order to pass the working test period.
- d. At the conclusion of the working test period or the extended working test period, the employee shall be provided with written notice indicating whether the employee passed or failed the working test

period. Any written notice that the employee failed the working test period shall state the employee's performance deficiencies.

- e. If an employee fails the working test period, the employee shall be returned to the permanent position that the employee held immediately prior to the promotion.
- f. The Authority's decision that an employee performed unsatisfactorily during the working test period shall not be subject to the grievance procedure. The Union may, however, file a grievance to challenge the Authority's violation of the procedures set forth above, including the Authority's obligation to: (a) evaluate the employee on or around the 60-day point, (b) provide any employee that is not performing satisfactorily with a timely written notice of performance deficiencies and recommendations to cure performance deficiencies on or before the 90 day point, (c) provide the employee with written notice indicating that the employee failed the working test period and setting forth the performance deficiencies that resulted in the failure.

9 Employees will be moved into the new position no later than 90 days after acceptance for promotion. The actual timing of the move shall be worked out between the respective Department Heads. If an employee is unable to move due to business necessity, the employee shall begin receiving the new rate of pay on the first working day following 90 days. Management will continue efforts to move the employee to the new location and position. In case of demotion, the employee shall retain current pay rate until the actual transfer takes place.

## ARTICLE XII – PROMOTIONS AND TRANSFERS, OFFICE, CLERICAL AND TECHNICAL UNIT

A. It is the desire of the Union and the Authority to advance and promote those employees within the negotiating unit who are most qualified for advancement and promotion and who are senior to other employees in the unit. Promotion to vacancies will be made available to unit employees first within the respective department, then from other departments.

B. Promotion to a Job Classification will be predicated upon the following:

1. Posting shall consist of the formal announcement of an existing or anticipated vacancy within the affected department. It shall include a complete description of the vacancy to be filled, duties to be performed, and pre-qualification requirements. The announcement shall be placed on all bulletin boards within the affected department for eleven (11) days.

(a) Promotions in the Unit shall be based on:

- 1. Education and experience.
- 2. Credit for past performance with the Turnpike.
- 3. Testing related to the specific job.

2. Eligible employees in the department who wish to be considered for the vacancy will be given the opportunity of filing a Job Request Form which shall be submitted to the Human Resources Department no later than close of business of the last specified day of posting. A copy of each Job Request Form will be sent to the Union.

3. All eligible employees who have filed a Job Request Form will be required to successfully

complete a written and/or oral examination pertinent to the job which shall be provided for by the Authority. Selection for promotion or advancement shall be made on the basis of the most qualified, senior eligible employee, selected in accordance with B(1)a above.

All candidates shall be notified individually of the test results and promotional status.

4. Failing to fill the vacancy by promotion from among employees within the department, posting of the vacancy shall be accomplished in all other departments on the basis of Paragraphs 1 through 3 above. The vacancy shall be filled either by lateral transfer (in which case Job Classification Seniority applies), or by promotion (in which case Unit Seniority applies), in that order, in accordance with Paragraph 3 above. Probationary employees shall not be eligible for transfer or promotion until all qualified permanent Unit employees have had the opportunity to bid for the vacancy.

If vacancies cannot be filled from within the unit in which they occur, the vacancies will be posted throughout the Tolls Maintenance unit. Employees desiring to be considered for such vacancies, if qualified, will be considered prior to all other applicants.

5. All qualified candidates who are promoted or transferred will be required to successfully complete a six month working test period. Such working test period shall be considered an extension and integral part of the qualifying process. Unsuccessful appointees will be informed in writing of their disqualification and a copy will be sent to the Union. Whenever possible, the Authority will return those appointees, who are not successful in completing the working test period, or who wish to withdraw, to a position in their former classification and salary.

1. Working Test Period: Effective January 1, 2021, to the extent that any employee is subject to a working test period as a result of a promotion in accordance with this Agreement, the following terms will apply:
  - a. The employee shall receive an evaluation on or around 60 days into the six-month working test period.
  - b. If the employee is not performing satisfactorily, the employee will receive written notice setting forth the performance deficiencies and recommendations to cure performance deficiencies. This written notice should be provided to the employee before the 90<sup>th</sup> day of the six-month working test period.
  - c. The Authority may extend the employee's working test period for two months upon written notice to the employee prior to the end of the six-month working test period, along with an explanation of the performance deficiencies that need to be corrected in order to pass the working test period.
  - d. At the conclusion of the working test period or the extended working test period, the employee shall be provided with written notice indicating whether the employee passed or failed the working test period. Any written notice that the employee failed the working test period shall state the employee's performance deficiencies.
  - e. If an employee fails the working test period, the employee shall be returned to the permanent position that the employee held immediately prior to the promotion.

- f. The Authority's decision that an employee performed unsatisfactorily during the working test period shall not be subject to the grievance procedure. The Union may, however, file a grievance to challenge the Authority's violation of the procedures set forth above, including the Authority's obligation to: (a) evaluate the employee on or around the 60-day point, (b) provide any employee that is not performing satisfactorily with a timely written notice of performance deficiencies and recommendations to cure performance deficiencies on or before the 90 day point, (c) provide the employee with written notice indicating that the employee failed the working test period and setting forth the performance deficiencies that resulted in the failure.

6. The Promotional Procedure within the department shall be exhausted before application of #4 above.

7. Should the position or vacancy be for a lesser rated position within the unit, the Authority will, in the event no transfer is requested, recruit a candidate from outside the unit.

8. Employees who have passed the test for a particular job classification shall be placed on a promotional list. Preference for promotions shall be first from within the department and then, outside the department.

9. Where practicable, effort will be made to maintain and apply promotional lists of previously qualified personnel through testing. However, at its discretion, the Authority may abolish such listings and retest if required due to changes in the job content and responsibilities of the position.

10. Employees will be moved whenever possible into the new position within 60 days after acceptance for promotion, demotion or transfer but no later than 90 days after acceptance for promotion, demotion or transfer. The actual timing of the move shall be worked out between the respective Department Heads. If an employee is unable to move due to business necessity, the employee shall begin receiving the new rate of pay on the first working day following 90 days. Management will continue efforts to move the employee to the new location and position. In case of demotion, the employee shall retain current pay rate until the actual transfer takes place.

#### ARTICLE XIII – PROMOTIONS TO MANAGEMENT POSITIONS, OPERATING UNIT

A. It is the intention of the Authority, in cooperation with the Union, to promote to first level management or first level supervisory positions in the operating departments, those employees who are most qualified and, wherever possible, those who are senior in years of service to other qualified candidates. Promotional opportunities within in the Toll Collection Department will be restricted to employees in that department. Promotional opportunities in the Maintenance Department shall be restricted to employees in the Maintenance Department.

B. The Authority shall announce and post for each department constituting the negotiating unit the lines of promotion to first level management or supervisory positions.

C. Employees who are interested in the respective promotional opportunities which are available to them shall be required to take a prescribed battery of formal job related examinations conducted by the Authority for the specific first level management, or first level supervisory position, or positions. The names of all candidates who meet the standards fixed for the respective examinations will be placed on a promotional list in the order of their seniority. Such list shall hereafter be referred to as the Promotional

Pool. Candidates who have met the minimum standards for the respective examination shall only be eligible for promotion to the position or positions, for which they have been tested.

D. In the establishment of the Promotional Pool, all existing and anticipated first level management or supervisory vacancies will be announced and posted at all Toll Plazas and Maintenance Districts, respectively. The posted notice will contain the management or supervisory job title, the work location of the existing or anticipated vacancy, and the closing date for the filing of bid applications. The closing date shall not be less than eleven (11) days from the date of posting, and may be extended by mutual agreement. Copies of all posted notices shall be sent to the Union. Employees in the Promotional Pool who are eligible for the posted vacancy, or anticipated vacancy, must declare their interest in promotion in writing. The declaration of interest shall be addressed to the Department Head in the operating group in which the vacancy or anticipated vacancy exists.

E. Selection from the Promotional Pool for vacancies shall be made on the basis of the order of seniority of those on the list. However, the Authority reserves the right to select one (1) junior employee from the list for each senior employee appointed from the list. The senior employee so bypassed shall be the next eligible candidate appointed. Upon rejection of a second offer for a promotion within the division in which the employee works in Tolls, or within the division in Maintenance, said employee shall be removed from the list, but shall thereafter be eligible for testing for additional subsequent lists.

F. All qualified candidates who are promoted will be required to successfully complete a six-month working test period. Such working test period shall be considered an extension and integral part of the qualifying examination process. Unsuccessful appointees will be informed in writing of their disqualification, and the Union and its representatives will be given the opportunity to review the documented reasons for such disqualification. Appointees who are not successful in completing the working test period shall be returned to a position in their former classification without reduction in the salary which had been fixed for that classification and without loss of seniority.

Working Test Period: Effective January 1, 2021, to the extent that any employee is subject to a working test period as a result of a promotion in accordance with this Agreement, the following terms will apply:

- 1) The employee shall receive an evaluation on or around 60 days into the six-month working test period.
- 2) If the employee is not performing satisfactorily, the employee will receive written notice setting forth the performance deficiencies and recommendations to cure performance deficiencies. This written notice should be provided to the employee before the 90th day of the six-month working test period.
- 3) The Authority may extend the employee's working test period for two months upon written notice to the employee prior to the end of the six-month working test period, along with an explanation of the performance deficiencies that need to be corrected in order to pass the working test period.
- 4) At the conclusion of the working test period or the extended working test period, the employee shall be provided with written notice indicating whether the employee passed or failed the working test period. Any written notice that the employee failed the working test period shall state the employee's performance deficiencies.
- 5) If an employee fails the working test period, the employee shall be returned to the permanent position that the employee held immediately prior to the promotion.

- 6) The Authority's decision that an employee performed unsatisfactorily during the working test period shall not be subject to the grievance procedure. The Union may, however, file a grievance to challenge the Authority's violation of the procedures set forth above, including the Authority's obligation to: (a) evaluate the employee on or around the 60-day point, (b) provide any employee that is not performing satisfactorily with a timely written notice of performance deficiencies and recommendations to cure performance deficiencies on or before the 90 day point, (c) provide the employee with written notice indicating that the employee failed the working test period and setting forth the performance deficiencies that resulted in the failure.

G. It is agreed that the Authority will exhaust every effort to promote the most qualified and most senior employees before making any attempt to recruit nonmembers of the negotiating unit. However, the Authority may freely transfer management and supervisory personnel. Such transfers shall, in all cases, take precedence over the promotional privileges herein set forth.

H. Promotional examinations for each of the several existing or anticipated first level management or supervisory positions in the Toll Collection and Maintenance Departments shall be conducted as required so as to maintain at least three (3) names on each list, or in those instances where it is not practicable to maintain this number, a lesser number will be acceptable. All existing lists will remain until exhausted with no time expiration date.

**I. MAINTENANCE ADVANCEMENT PROGRAM**

**1. Eligibility for and Enrollment in MAP**

- A. Maintenance Persons with three (3) or more years of experience in the job title are eligible to apply for admission into the Maintenance Advancement Program ("MAP").
- B. Maintenance Persons wishing to enroll in the MAP must pass (passing grade is 70 or higher) an enrollment exam consisting of Maintenance Person job knowledge and basic skills. The Union will be permitted to have one (1) of its representatives monitor the testing process each time the Authority offers an enrollment exam. All test scores and results shall remain confidential. Within thirty (30) calendar days of the Authority providing the scores to an enrollment exam, the Union may request to review an exam score or scores with the Maintenance Person, Human Resources and Maintenance Department.
  - i. All candidates passing the enrollment exam shall be awarded thirty (30) points.
  - ii. All candidates that pass the enrollment exam shall also take a practical test with hands on application. Candidates shall be awarded up to an additional 25 points based upon their performance on this practical test.
  - iii. Candidates passing the enrollment exam shall be awarded additional points based upon Maintenance Department Seniority. Points shall be awarded on the following basis:

<b>Years of Maintenance Department Seniority</b>	<b>Points</b>
21 years or more	25 points
16-20 years	20 points
11-15 years	15 points
6-10 years	10 points
3-5 years	5 points

Points awarded based on Departmental Seniority will be added to the candidate's total score.

- iv. The work record of each candidate shall be reviewed by the Authority. Such review will be limited to (2) years from the date of enrollment exam with respect to discipline and three (3) years from the date of the enrollment exam with respect to attendance. Points will be deducted from those candidates based upon a review of their work history as follows:

Discipline (prior 2 years):

Suspension of 3 days or fewer	5 points deducted (for each)
Suspension of 4 days or more	10 points deducted (for each)

Attendance (Prior 3 years):

Chronic Absenteeism 2 yr. (exhausted annual sick allotment 2 consecutive years)	5 points deducted
Chronic Absenteeism 3 yr. (exhausted annual sick allotment 3 consecutive years)	10 points deducted

To be considered hereunder, the discipline must have been adjudicated at the Hearing Officer level or agreed upon by way of a settlement or disciplinary agreement. Disciplinary action that is pending an arbitration decision shall not be considered. If however, MAP Candidate is admitted into the MAP who has a disciplinary charge pending in arbitration, and the arbitration is subsequently decided against the Candidate, such an employee may be removed from the MAP based on the severity of the discipline imposed as a result of the arbitration.

Candidates from whom twenty (20) or more points are to be deducted shall be eliminated from inclusion in the MAP.

Points remaining after the foregoing deductions shall be added to the candidate's total score.

- v. At the conclusion of the process set above, the total number of points awarded to each candidate shall be tallied. A promotional list based upon each candidate's total score will be established.

2. Enrollees in MAP

- A. All MAP Candidates accepted into MAP will receive eighty (80) hours of training, to include classroom and field orientation.
- B. Selection for MAP training will be based on equalization of hours. An up-to-date list of hours in the training program will be maintained by the Maintenance Administrator of the Maintenance Department and shall be available upon request. The Authority will afford the Trainee sufficient opportunity to accumulate the necessary number of hours.

- C. Trainees may be expelled from MAP for disciplinary action adjudicated at the Hearing Officer Level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: attendance, insubordination, theft of Authority property, and inability to conform to Maintenance procedures. In the event a Trainee is expelled, the Trainee will be eligible for reinstatement (subject to the above MAP provisions) in the next cycle.
- D. Maintenance Person hourly rates, which includes longevity where applicable, will be increased by four percent (4%) for hours worked in MAP training.
- E. Upon completion of MAP training, the Candidates shall submit to a written examination on all materials covered. Any Candidate failing the examination (69 or below is a failing score) will be expelled from the program. Any expelled trainee will be eligible for reinstatement into MAP, subject to the requirements set forth above, in the next cycle. Each examination offered will be monitored by a Union appointee. Applicants may opt for an oral exam which shall also be subject to Union monitoring. All test scores and results shall remain confidential; however, a MAP trainee who fails the written/oral exam shall be permitted to review the exam with representatives from the Union and the Maintenance and Human Resources Departments.
- F. Candidates in MAP who successfully pass the examination following the completion of the 80 hours of training, shall be paid for hours worked in MAP at the higher of the hourly start rate of a Local 200 Assistant Foreman or an additional four percent (4%) compensation. If an employee receives longevity pay it shall be added to the employee's MAP rate.

### 3. Promotion to Local 200 Assistant Foreman

- A. Promotions to the position of Local 200 Assistant Foreman shall be offered to the MAP candidate who has the highest total score. Ties in total score shall be broken first by Classification Seniority, and if necessary, second by Full-Time Authority Seniority.
- B. An enrollee in MAP may decline a promotion on one (1) occasion within his/her Division. If the MAP enrollee declines a promotion on a second occasion within his/her division, he/she will be removed from the program. In  
  - the event a MAP enrollee is expelled, the trainee will be eligible for reinstatement, subject to the eligibility requirements above, in the next cycle.
- C. MAP Candidates must maintain a favorable work record. Failure to do so will result in expulsion from MAP. Favorable work records shall be based on disciplinary action adjudicated at the Hearing Office Level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: attendance, insubordination, theft of Authority property, inability to conform to Maintenance Department procedures, or patron complaints.

### 4. MAP Cycles

- A. The initial MAP list shall be created between (dates to be determined), and shall be in effect for a period of three (3) years ending (date to be determined), at which time a new list shall be created pursuant to the above process. MAP cycle will be for three (3) year periods but if a MAP list is exhausted in fewer than three (3) year, a new list shall be created. After the initial list, the commencement date of the 3-year period shall be the date of the enrollment examination. After each MAP cycle commences, no new entrants will be accepted.
- B. If a Candidate remains in MAP for an entire 3-year cycle and is not promoted to Assistant Foreman, such Candidate will automatically be placed in one of the MAP positions in the next cycle, if the Candidate desires to remain in MAP.

- C. Any Candidate who withdraws or is expelled during the first thirty (30) months of a program cycle will not be allowed to re-enter until the next cycle.
- D. Any Candidate who is expelled during the final six (6) months of a program cycle will be ineligible to apply for the next MAP cycle.
- E. Upon the conclusion of the program, all MAP Candidates from the prior cycle who are entering the new cycle will be given twenty (20) hours of training. These twenty (20) hours will consist of ten (10) hours of refresher training, and ten (10) hours for technological advances.

J. AUTOMOTIVE ADVANCEMENT PROGRAM

AUTOMOTIVE ASSISTANT FOREMAN ADVANCEMENT PROGRAM

i. Eligibility for and Enrollment

- A. Automotive Technicians with a minimum of seven (7) years of journey-level experience in performing skilled automotive or medium/heavy truck work involving inspection, troubleshooting, diagnosis, modification, maintenance, rebuilding and repair. Four (4) years of said experience must be as full time Authority Automotive Technician.
- B. Automotive Technicians wishing to enroll in the Automotive Assistant Foreman Advancement Program must pass a written enrollment examination consisting of basic Automotive Supervisory knowledge. The Union will be permitted to have one (1) representative observe the testing process each time the Authority offers an enrollment examination. All test scores and results shall remain confidential. While all examination scores are final and not subject to appeal or challenge through the Grievance Procedure, within 30 days after the Authority communicates the examination score to the candidate, the Union may request a meeting with the Automotive Department Head and Human Resources to review the candidate's examination and obtain an understanding of the basis for how the score was calculated.

- i. All candidates passing the enrollment examination shall be awarded points based on score above passing.

Score	Points
90-100	25 points
80-89	20 points
70-79	15 points

- ii. Candidates passing the enrollment examination shall be awarded 1 point for every year of full-time employment as an Automotive Technician with the Authority.
- iii. The work record of each candidate shall be taken into consideration by the Authority. Such review will be limited to two (2) years prior to the date of the enrollment examination with respect to discipline and three (3) years prior to the date of the enrollment examination with respect to attendance. Points will be deducted from candidates based upon said review and scored as follows.

Discipline: two (2) years prior to examination enrollment	
Suspension of one (1) up to three (3) days	Five (5) points deducted for each suspension
Suspension of four (4) or more days	Ten (10) points deducted for each suspension

Attendance: three (3) years prior to examination enrollment
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Chronic Absenteeism two (2) consecutive years	Five (5) points deducted
Chronic Absenteeism three (3) consecutive years	Ten (10) points deducted for each suspension
*Chronic Absenteeism: exhausting annual sick leave allotment within the same year.	

Point deductions based on work record shall be deducted from the candidate's total score.

To be considered hereunder, the discipline must have been adjudicated at the Hearing Officers level or agreed upon by way of a settlement or disciplinary agreement. Disciplinary action that is pending an arbitration decision shall not be considered. If, however, an Automotive Technician is admitted into the Automotive Assistant Foreman Advancement Program who has a disciplinary charge pending arbitration, and the arbitration is subsequently decided against the Automotive Department Head, such employee may be removed from the Automotive Assistant Foreman Advancement Program based on the severity of the discipline imposed as a result of the arbitration.

Candidates from whom twenty (20) or more points are to be deducted shall be eliminated from inclusion in the Automotive Assistant Foreman Advancement Program.

- iv. At the conclusion of the process set above, the total number of points awarded to each candidate shall be tallied. At initial start-up, an Automotive Assistant Foreman Advancement Program List of no more than five (5) Automotive Technicians shall be created consisting of the five (5) highest scoring candidates. All Automotive Assistant Foreman Advancement Program succeeding lists shall consist of no more than three (3) of the highest scoring Automotive Technicians. In the case of tied scores, the candidate with the most Job Classification seniority shall prevail. Ties in Job Classification seniority shall be broken first by Department Seniority and second by Full-Time Authority classification.

## 2. Automotive Assistant Foreman Advancement Program Enrollees

- A. All Automotive Technicians accepted into the Automotive Assistant Foreman Advancement Program will receive two hundred (200) hours of training, to include classroom and field orientation.
- B. Selection for the Automotive Assistant Foreman Advancement Program on-the-job training will be based on equalization of hours. An up-to-date list of hours in the training program will be maintained by the Automotive Department Head and shall be available upon request. Candidate selection for on-the-job training will be on a rotating basis, assignment not to exceed more than 5 days for an individual candidate. A time limit of thirty- six (36) months from the commencement of the program will be allowed to accumulate the required two hundred

(200) hours. The Authority will afford the Automotive Assistant Foreman Advancement Program candidate ample opportunity to accrue the required number of hours. Candidates who are absent from work for reasons of extended leave, that include Temporary Disability, Worker's Compensation (IOJ), Family and Medical Leave Act (FMLA), will be granted an extension to the thirty-six (36) month time period equal to the period of absence but shall not exceed the program cycle parameters.

- C. Candidates may be expelled from the Automotive Assistant Foreman Advancement Program for disciplinary actions adjudicated at the hearing officer level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: violation of Authority Policies and Procedures. In the event a candidate is expelled, the candidate will be eligible for reinstatement subject to the above captioned provisions in the next program cycle.
  - D. Automotive Technicians hourly rates, which include longevity where applicable, will be increased by four (4) percent for hours worked in the Automotive Assistant Foreman Advancement Program. This rate increase does not include classroom training.
  - E. Upon completion of the Automotive Assistant Foreman Advancement Program, the Automotive Technician will be required to pass a final written examination on all content covered. Any Automotive Technician not scoring seventy (70) percent or greater shall be expelled from the program. Any expelled candidate will be eligible for reinstatement into the program, subject to the requirements set forth above, in the next cycle. The Union will be permitted to have one (1) representative observe the testing process administered by the Authority. All test scores and results shall remain confidential.
  - F. Candidates may be expelled from the Automotive Assistant Foreman Advancement Program for disciplinary actions adjudicated at the hearing officer level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: violation of Authority Policies and Procedures. In the event a candidate is expelled, the candidate will be eligible for reinstatement subject to the above captioned provisions in the next program cycle.
  - G. Automotive Technicians hourly rates, which include longevity where applicable, will be increased by four (4) percent for hours worked in the Automotive Assistant Foreman Advancement Program. This rate increase does not include classroom training.
  - H. Upon completion of the Automotive Assistant Foreman Advancement Program, the Automotive Technician will be required to pass a final written examination on all content covered. Any Automotive Technician not scoring seventy (70) percent or greater shall be expelled from the program. Any expelled candidate will be eligible for reinstatement into the program, subject to the requirements set forth above, in the next cycle. The Union will be permitted to have one (1) representative observe the testing process administered by the Authority. All test scores and results shall remain confidential.
  - I. Automotive Technicians in the Automotive Assistant Foreman Advancement Program, who successfully pass the program completion examination, shall be paid for hours worked in the program an additional four (4) percent above their current salary whenever activated to supplement or temporarily fill a vacancy.
3. Promotion to Local 200 Automotive Assistant Supervisor

- A. Promotions to the position of Local 200 Automotive Assistant Supervisor shall be offered to the Automotive Assistant Foreman Advancement Program candidate who has the highest total score. Ties in total score shall be broken first by Department Seniority and second by Full-Time Authority classification seniority.
  - B. A candidate in the Automotive Assistant Foreman Advancement Program may decline a promotion on one (1) occasion. If the candidate declines a promotion on a second occasion, the candidate shall be removed from the program. In the event a candidate is expelled due to declining a promotion twice, the trainee will be eligible for reinstatement, subject to the eligibility requirements above, in the next cycle.
  - C. An Automotive Assistant Foreman Advancement Program candidate must maintain a favorable work record. Failure to do so will result in expulsion from the program. Favorable work records shall be based on disciplinary action adjudicated at Step 2 or higher or agreed upon by way of settlement agreement.
4. Automotive Assistant Foreman Advancement Program Cycles
- A. The initial Automotive Assistant Foreman Advancement Program list shall be created between January 1, 2020 and June 30, 2021, and shall be in effect through June 30, 2023, at which time a new list shall be created pursuant to the above process. Program cycles will be for three (3) year periods but if an Automotive Assistant Foreman Advancement Program list exhausted in fewer than three (3) years, a new list shall be created. After the initial list, the commencement date of the three (3) year period shall be the date of the enrollment examination. After each cycle commences, no new entrants will be accepted.
  - B. If an Automotive Technician remains in the Automotive Assistant Foreman Advancement Program for an entire three (3) year cycle and is not promoted to Automotive Assistant Foreman, such Automotive Technician will automatically be placed in one of the three (3) Automotive Assistant Foreman Advancement Program positions in the next cycle, if the Automotive Technician desires to remain in the program. If such Automotive Technician declined a promotion in the initial three (3) year cycle, the candidate will be expelled from the program if the candidate declines the first promotional offer in the candidate's second program cycle.
  - C. Any candidate who withdraws or is expelled during the first thirty (30) days of a program cycle will not be permitted to re-enter until the next cycle.
  - D. Any candidate who is expelled during the final six (6) months of a program cycle will be ineligible to apply for the next program cycle.
  - E. Upon the conclusion of the program, all candidates from the prior cycle who are entering the new cycle will be given twenty (20) hours of training. These twenty (20) hours will consist of ten (10) hours of refresher training and ten (10) hours for technology advancements.

## ARTICLE XIV – LEAVE OF ABSENCE

### A. LEAVE WITH PAY

#### 1. General

Leaves of absence with pay may be granted for a variety of reasons, but must meet the approval of the Authority. In all cases of absenteeism, the Authority shall have the right to investigate absences or require substantiation of absence which in its opinion merit verification to determine whether payment shall be granted.

In addition, in cases of chronic absenteeism or when certain patterns of absenteeism are developed by an employee, his supervisor may require a physician's report or other justification relating to these patterns, or chronic absences, for the purpose of determining possible disciplinary action or dismissal.

Absences due to illness or off-job injury will be compensated as provided under Paid Sick Leave Policy. When absence extends beyond two (2) consecutive work days in the Operating Unit, and three (3) consecutive work days in the Office, Clerical and Technical Unit, a doctor's certificate or such form as may be prescribed by the Authority must be presented upon the employee's return to work. When no certificate is presented, the time will be considered leave without pay. The paid leave policy does not apply to occupational disabilities covered under Workers Compensation laws. No absences with pay will be authorized except those herein enumerated.

Employees in the Office, Clerical and Technical Unit shall be permitted to take leave time, excluding vacations, on the basis of individual hours.

Effective July 1, 2007, for the purpose of prorating entitlement time, namely Sick, Vacation and Personal Leave, employees who are on an active (paid) status from the first day of a month through the fifteenth day of a month will earn that month's entire entitlement time.

#### Reporting Absences in Tolls

When illness, injury, or other emergency prevents an employee from reporting for duty, the employee must make every effort to report such absence at least two (2) hours before the start of the 1C and 2 tour and three (3) hours before the start of all other tours, namely 1, 2B, 2C, and 3. Continued abuse of this provision will be subject to disciplinary action.

#### 2. Sick Leave and Personal Leave

##### Sick Leave Definition

For purposes of this agreement, Sick Leave shall mean absences from regular work assignment of any employee within the unit because of illness; accidental exposure to contagious disease; attendance upon a member of the employee's immediate family, seriously ill and requiring the care or attendance of such employee; or absence caused by death in the immediate family in excess of that prescribed under Article XV, Paragraph A, (8), Death in Family. Prescribed forms and other reasonable proofs of the causes for the use of Sick Leave may be required by the Authority when it considers such proofs to be necessary.

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.

Leave of absence will be granted for reasons of maternity. The extent of Maternity Leave absence from commencement to termination of such absence will be determined by medical certification which the Authority will conduct in accordance with the Sick Leave Policy.

The Authority reserves the right to conduct at its own expense such health programs and individual medical examinations as it may consider necessary to the health and welfare of all personnel, as well as individual employees. Medical determinations which may result in an extension of Sick Leave with pay, reduced pay, or without pay, or in recommendation for involuntary retirement shall not be considered disciplinary actions, but may be appealed through the grievance procedure provided for in this agreement.

The extent of absences with full pay shall be determined by the following schedule:

- (a) 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.

In the first calendar year of employment, one (1) sick as personal leave day will be given for each five (5) earned sick leave 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. Effective January 1, 2021, Tolls employees may use a maximum of five (5) days of their fifteen (15) day sick leave entitlement as personal leave days with 72 hours notice to their manager.

In addition, each employee shall receive three (3) separate personal days per year. New employees shall have their personal leave days prorated based upon their date of hire. If these personal days are not used by the end of the calendar year in which they were earned, they will be forfeited. Sick as Personal Leave and Personal Leave will be granted subject to the following restrictions:

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

Sick as Personal Leave Days and Personal Leave Days are not cumulative.

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

No more than six (6) employees at one time in each section shall be granted either type of personal leave in the Toll Collection Department except with the approval of the Department Head.

No more than two (2) employees at one time in the workforce assigned to one area shall be granted either type of personal leave in the Maintenance Department, except with the approval of the Department Head.

The number of employees who shall be granted leave at one time in each department of the Office, Clerical and Technical Unit will be determined and approved by the Department Head.

Sick as Personal Leave days not used within the calendar year will remain as sick days.

Sick as Personal Leave Days and Personal Leave Days shall not be taken in units of less than half-days, except in emergencies.

- (b) For purposes of this Article, the three (3) newly-established personal days will be consumed prior to those personal days converted from the employee's sick leave. In no case shall the three (3) newly established personal days be eligible for cash-in purposes or be carried over.
- (c) On retirement an employee's current sick bank will be paid on a prorated basis to reflect months of service worked in the year of retirement or death at the rate of 1/12 for each full month.
- (d) If an employee has had more absences than credit, such employee will have only fifteen (15) days paid leave for the current year. Only absences resulting from sickness, off-job injury and personal leave will be chargeable under this policy.
- (e) During the first five (5) years of employment, an employee may at the conclusion of each year, at his option, convert up to five (5) days of accrued credits for that year to cash payment. Starting with the sixth year of employment, the conversion option may be increased up to ten (10) days. This payment will be made on or before December 10 and at the current year's rate. In the event absences occur after the closing date for selection of these options, such absences will be charged to the following year's sick bank.
- (f) Employees with less than four (4) years of service will be permitted to cash-in unused Sick Leave in excess of five (5) days subject to the limitations of subparagraph (e) above.

### 3. Temporary Disability Leave Policy

(a) All employees are eligible for Temporary Disability Benefits after one (1) year of service on the following basis:

After one year 13 weeks of benefits.

After two years 26 weeks of benefits.

The employee is assigned a benefit year (not to be construed as a calendar year) at the time the employee goes on Temporary Disability and the fifty two (52) week period is calculated from this date. If the employee returns to work without receiving the maximum number of payments and is not on Temporary Disability again within that 52week period, such employee will not be assigned a new benefit year until again placed on Temporary Disability. If eligible for Temporary Disability more than once within a 52week period, the previous number of disability weeks is deducted from the maximum number available as per the above listed schedule in one (1) 52week period.

(b) Before an employee is eligible for another benefit year, said employee must be returned to work full time for a period of at least three (3) months.

(c) Dependent upon unit to which assigned, payment is made as follows:

Operating: Payment is 85% of any employee's regular salary. An employee is eligible for the benefit after using all paid leave credit. There shall be a five-day waiting period for each disability. The first waiting period shall be without pay. On second and subsequent waiting periods, the five (5) days are recoverable with pay after the sixth continuous work day of proven disability.

Office, Clerical and Technical: Payment at 100% of an employee's regular salary. An employee is eligible for the benefit after using all paid leave credit. Employees may not use single temporary disability days except for follow-up examinations for previously covered illnesses, injuries, or scheduled treatments.

(d) In all cases, the illness must be substantiated by the employee's notifying the Medical Section of the attending doctor's name, address and telephone number. The Medical Section may contact the physician for further details when necessary.

(e) If an employee is receiving Temporary Disability payments at the time the benefit year anniversary is reached and such employee has not returned to work, the payments are continued until the previous 26 weeks' benefits are exhausted or until return to work, whichever occurs first.

(f) Sick Leave credits do not accumulate while on Temporary Disability. Appropriate credits will be given when an employee returns to full duty.

(g) An employee who is on extended Disability Leave must have a medical certification from the Turnpike Authority physician before returning to duty.

#### 4. Attendance in Court

(a) Absences as the result of attendance in court must be substantiated by a regular subpoena, warrant or court order. No pay shall be granted when an employee is himself plaintiff, petitioner, or defendant in the action, unless the employee is a codefendant with the Authority. Employees subpoenaed as witnesses due to outside employment may be paid for such time provided it is charged to either Personal Leave or Sick Leave.

(b) Any employee joined as codefendants with the Authority or appearing in its behalf shall be paid in accordance with normal pay policy.

## 5. Military Field Training

(a) Any permanent full-time employee who is a member of the National Guard, the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or some organization affiliated therewith shall be entitled to a leave with pay on all days on which he is ordered to military field training, in accordance with New Jersey State law. Members of the National Guard or Armed Forces Reserves called to service during time of war or under declared emergencies shall be entitled to leave with pay.

(b) Employees desiring to attend a military service school of the above branches of military services will be given a leave of absence without pay, provided such absence is convenient to the Authority. This leave can be with pay if the employee can substitute service schooling for annual field training. An employee may apply accrued vacation toward attendance at service schools.

(c) Subject training does not include weekend attendance at meetings, rifle range, etc.

## 6. Veterans Administration

Medical Appointments will be considered as leave with pay when instituted by the Veterans Administration only.

## 7. Jury Duty

a) Jury Duty shall be considered on a weekly basis and, with proper notification and certification, time spent on Jury Duty shall be considered time worked, "if scheduled". Employees on Jury Duty will be considered to be on a Monday to Friday work schedule. In the event an employee is released from Jury Duty before the end of a week, such employee shall be required to return to duty following such release and work the balance of the week. In those areas where reporting to Jury Duty is by a call-in system, an employee notified that he or she is not required for Jury Duty must report to work if scheduled.

(b) Employees impaneled for grand jury service will be credited with one day of work each day spent on grand jury. No employee will be required to work more than five days, including grand jury duty time, in any one work week.

(c) In any week in which a Holiday occurs, an employee will receive Holiday Pay in addition to Jury Duty pay.

(d) In those instances where an employee is called for pre-qualification of jury service, the employee will be excused with pay if scheduled to work on that day.

(e) In the event any employee is called for Jury Duty and said employee is eligible for exemption by virtue of the statutes and laws of the State of New Jersey, that employee shall so notify the Court that he or she is entitled to said exemption by virtue of employment with the Turnpike Authority.

(f) In the Office, Clerical and Technical Unit in the event an employee is released from Jury Duty prior to Friday, and is not required to return, such employee shall be required to report to work (if scheduled) until credited with 5 days of work for that week.

## 8. Death in Family

- (a) A leave of absence of five (5) working days shall be granted in the event of the death of a spouse, parent, step-parent, sibling, child or step- child; three (3) working days for a parent-in-law, natural grandparent, or grandchild; and one (1) day for sister or brother in-law, son or daughter-in-law, or natural aunt or uncle. Any additional days beyond this schedule shall be charged to sick leave, if any; vacation, if any; or authorized leave without pay.
- (b) The above leaves shall take precedence over any other leave.
- (c) Effective July 1, 2007, employees shall have thirty (30) calendar days from the death of a family member to exercise the bereavement entitlement as set forth in this section. There shall be no bereavement entitlement after the expiration of said period. The employee will provide reasonable verification of the death.

## 9. State of Emergency

- A. Effective October 1, 2020, Employees on duty and those who come to work on their shift or on overtime at a location within the geographic scope of the declaration of an Emergency shall receive a \$100.00 bonus.
- B. An Emergency declaration will apply only when the Governor of the State of New Jersey declares a State of Emergency as a result of inclement weather or acts of domestic or international terrorism.
- C. The declaration of an Emergency will be announced on the Authority's Hotline and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the declaration. Employees are responsible to check the Hotline.
- D. Essential employees who do not report to duty on a scheduled work day, will be deemed unexcused unless: (a) they have received approval for paid leave in accordance with the provisions of this Agreement, or (b) they are on an approved unpaid leave of absence in accordance with the provisions of this Agreement.
  - a. An Essential employee that is unexcused as set forth above shall only be entitled to utilize their accrued unused paid time off to be paid straight time for the day when the Authority finds a suitable replacement to come to work to perform the duties of the absent Essential Employee. Notwithstanding that such Essential employees are paid for the day the absence will still be treated as unexcused for purposes of the Attendance Policy.
- E. The Authority shall issue identification to essential employees that identify them as essential.

## B. VACATION

Effective July 1, 2007, vacations with pay will be granted in accordance with the following:

### 1. Schedule

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

Vacation time is earned according to the schedule above and is charged based on scheduled hours per day. Toll Collectors hired after July 1, 2011 shall be entitled to 30 days of vacation in the same manner as employees hired prior to July 1, 2011 as per the terms of the Agreement.

### 2. Policies affecting vacations

- (a) Employment must be continuous to receive the above vacation allowances.
- (b) After ninety (90) days of continuous service in the calendar year in which her employment commences, an employee shall receive vacation time equal to one-half (1/2) day per month multiplied by the number of full months from the date of hire to the end of the calendar year. For this purpose, any employee hired up to and including the 15th of any month shall be considered as having been employed on the first of such month. In subsequent calendar years, employees shall be eligible for vacation as set forth in the above schedule. For example, an employee who begins employment on March 17, 2021 will be credited with 4.5 vacation days on June 17, 2021. Then on January 1, 2022, the employee will be credited with ten (10) vacation days. Another example is that an employee who begins employment on December 3, 2021 will be credited with 10.5 vacation days on March 3, 2022. Then on January 1, 2023, the employee will be credited with ten (10) vacation days.
- (c) Where in any calendar year the vacation, or any part thereof, is not taken by reason of pressure of Authority business, or is deferred at the request of the employee with Departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken during the next succeeding calendar year only. However, employees with an entitlement of more than fifteen (15) days shall have an option to:
  - a. Cash in unused days over 15 of the current year's entitlement on or before December 10th of each year.

- b. Accumulate unused days over 15 of the current year's entitlement until separation from employment.
- (d) The Authority will provide a separation package to those employees who retire with 10 or more years of service at an amount of \$500 for each full year of service. The same benefit will be applied to those employees who are deceased while in the employ of the Authority. Effective for employees who retire on or after July 1, 2020, the separation package (bonus) is reinstated for those who retire with ten (10) or more years of service at an amount of \$500 for each full year of service.

An employee's current vacation bank will be paid on a prorated basis to reflect months of service worked in the year of retirement or death at the rate of 1/12 for each full month. An employee's unused vacation bank will be capped in the amount of \$15,000 at the time of their retirement

- (e) Vacation checks for one week or more shall be provided in all cases except emergency vacations on short notice.
- (f) Employees on leave of absence without pay for any reason shall not accrue vacation credit for the period of absence and a deduction by twelfths shall be made to vacation credit for the calendar year in which the absence occurs. Periods of absence resulting in deductions to vacation credit are those of one continuous month or more with lesser periods not counting.
- (g) Subject to such limitations upon the number of employees which may be prescribed by the Department Head, vacation periods within the Maintenance Department may be selected by the employees themselves, preference of choice being given to those within each district or section in order of job classification seniority.
- (h) Employees cannot take planned time off without pay when they have time available in their entitlement banks.
- (i) Toll Collectors will be given the choice of vacation periods by subdivision as now or may hereafter prevail. Collectors with fifteen (15) or more years of service will be allowed to take up to five (5) single vacation days from their vacation bank provided they give at least five (5) work days advance notice, which may be waived at the discretion of the Section Manager. Eligible Collectors desiring to take up to five (5) single vacation days will declare this intent at the time vacation periods are selected. Collectors with twenty (20) or more years of service will be allowed to take up to ten (10) single vacation days provided that the use of all single vacation days are declared during vacation picks. No more than five (5) employees at one time in each section shall be granted single vacation days in the Toll Collection Department, except with the approval of the Department Head. Only four (4) employees at one time in each section shall be granted single vacation days on a Holiday, except with the approval of the Department Head. For employees hired on or after July 1, 2007, in their first two (2) calendar years of employment, vacation time may be taken, subject to staffing considerations, as full single days and once as a half day. Collectors shall choose vacation periods on the basis of job classification seniority under the following stipulations:

## SUMMER VACATIONS

All employees with one or more years of service shall be entitled to one week's vacation during the summer months. Summer months shall be from the first Monday closest to June 15<sup>th</sup> through the nearest Monday to September 15<sup>th</sup>.

A minimum of fifteen (15) summer vacation selections per week per section will be posted. Additional summer vacation selections will be posted to meet the needs of each Collector's summer vacation entitlement within each section.

Collectors with ten (10) or more years of service shall be granted two (2) weeks during this period if requested. Employees completing twenty five (25) or more years of service within the calendar year will be permitted to take a third summer week of vacation.

Collectors with one (1) but less than ten (10) years of service shall be granted one (1) week vacation during this period if requested.

Collectors with less than one (1) year of service will not normally be eligible for a summer vacation except that any summer week not picked after selections under the above provisions have been made will then be made available on a seniority basis.

## NONSUMMER VACATIONS

Vacations during the nonsummer period will be provided so that twelve (12) vacation selections will be made available per week per Section.

Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of Authority business, or is deferred at the written request of the employee prior to March 1 of the year the vacation is to be delayed and with Departmental concurrence, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding vacation year only. Such accumulation of vacation shall not, however, be taken during the summer vacation period.

A collector has 24 hours after he has been given his vacation choices to make a selection. However, if an additional 24 hour period is requested, it will be granted. If he does not select during this period, he will be bypassed. When he has made known his choice of selections, he will be given what is available at this time, even if a junior man has already selected.

(h) All Office, Clerical and Technical employees with one or more years of service shall be entitled to one (1) week's vacation during summer months. Summer months shall be July and August. Vacation selections shall be with preference based on total Turnpike seniority.

(i) The vacation period shall be from January 1 through December 31 of each year.

## C. LEAVES WITHOUT PAY

The Authority, under certain situations, may grant leaves of absence without pay.

### 1. Sickness

(a) When an employee has exhausted temporary disability sick benefits as previously described, or other sick leave benefits, the Authority may place the employee involved on leave of absence without pay for a period of six months or until an earlier return to work. Vacation and Sick credit will not accrue for the period of absence without pay except as otherwise may be provided by the Authority.

(b) During any such leave of absence, the Authority will continue to pay the cost of healthcare plans covering the individual employee and such employee's dependents, if the employee himself previously carried such coverage and will pay the entire cost of any group life insurance such employee carried under the Turnpike Group Life Plan.

### 2. Military Leave

Leaves of absence without pay will be granted for induction or enlistment into the Armed Forces as set forth below:

(a) Military leaves without pay shall be granted by the Authority to any employee upon evidence that the employee is to be inducted into or has voluntarily enlisted in the Armed Forces or as provided by Federal or State Law.

(b) Upon enlistment or induction, the Authority will grant military leave payments as follows if the leave is to extend six months or longer.

a) Six months to one year of employment, one half of a month's pay.

b) One or more years of employment, one month's pay.

c) Such vacation pay as would normally be received during the year of induction or enlistment.

(c) Rights of Reinstatement Employees on military leave will, upon termination of such leave, be reinstated in accordance with Federal or State Law.

### 3. Unauthorized Leave

An employee shall cease to have Seniority rights in the event of unauthorized absence for more than 4 consecutive work days.

### 4. Suspended Without Pay

Employees shall not accrue Sick and Vacation entitlement time while suspended without pay for thirty (30) days or more as a result of disciplinary action.

## 5. Unpaid Leave of Absence

All employees, except those on Worker's Compensation, shall not accrue Sick and Vacation entitlement time while on an unpaid leave of absence.

## 6. Attendance & Lateness

Preface: The parties agree that regular on-time and reliable employee attendance is crucial to the effective operations of the Authority. Without reliable on-time attendance by employees, depending service to the public cannot be delivered. To that end, the purpose of this Policy is to ensure that all employees know what is expected of them in the enforcement of an effective attendance system so that employees attend work as required. It is the responsibility of employees to make themselves aware of and comply with this Policy. The Policy sets forth only the minimum standards of attendance to avoid disciplinary action. However, all employees should strive not only to comply with the minimum standards, but rather, to achieve the highest possible level of attendance or perfect attendance. The Authority's expectation is that every employee arrives on time for all scheduled work assignments and completes his or her shift on every scheduled working day.

1. Employees in all departments shall be required to swipe in when arriving and swipe out when leaving each workday. The method for swiping in and out will be left to management's discretion, and may include KRONOS swipes, swiping an employee identification card at a point of entrance, or similar methods.
2. Employees shall be subject to discipline for unexcused lateness, unexcused early departure, or unexcused absence. Disciplinary action based on attendance is intended to be progressive and corrective.
3. Excused Absences, Lateness, and Early Departure: An incident of lateness, early departure, or absence shall be excused and not be deemed an occurrence under this Article in the following circumstances.
  - a. Excused Lateness:
    - i. When an employee contacts a supervisor at least 30 minutes prior to the start of the shift and indicates that he/she will be late for work and requests the lateness to be excused and the supervisor approves such request. If an employee is unable to reach his/her supervisor, the employee may leave a message on the supervisor's voice mail at least 30 minutes prior to the start of the shift requesting an excused lateness. Requests to excuse a lateness shall not be unreasonably denied. The decision to deny an employee's request for an excused lateness shall be in the sole discretion of the supervisor and shall not be subject to arbitration. Thus, in challenging discipline pursuant to this Article, an employee may challenge the unreasonable denial of a request for an excused absence through Step 2.
    - ii. Each employee shall have seven (7) 12-minute grace periods per calendar year. Lateness within a grace period is excused. This grace period does not apply to toll collectors.

b. Excused Early Departure:

- i. When an employee contacts a supervisor during the shift and indicates that he/she needs to leave early from work and requests that this early departure be excused and the supervisor approves such request. Employee requests for an excused Early Departure shall not be unreasonably denied. The decision to deny an employee's request for an excused early departure shall be in the sole discretion of the supervisor and shall not be subject to arbitration. Thus, in challenging discipline pursuant to this Article, an employee may challenge the unreasonable denial of a request for an excused Early Departure through Step 2.
- ii. When an employee utilizes paid sick leave, paid bereavement leave, paid jury duty leave, paid vacation leave, paid personal leave or paid administrative leave in order to leave work early and such leave has been approved in accordance with the provisions of this Agreement.

c. Excused Absences:

- i. When an employee utilizes paid sick leave, paid bereavement leave, paid jury duty leave, paid vacation leave, paid personal leave, or paid administrative leave that has been approved in accordance with the provisions of this Agreement.
  - ii. When an employee is on an approved unpaid leave of absence in accordance with the provisions of this Agreement or pursuant to applicable law, including, but not limited to FMLA, NJ Family Leave Act, NJ Safe Act, or the ADA.
  - iii. Any days that the employee is absent due to illness or injury and is also receiving Temporary Disability or Workers' Compensation benefits.
4. An absence, early departure, or lateness not excused under paragraph 3 above is an "unexcused" absence, early departure, or lateness.
5. Employees shall be disciplined based on the number of "occurrences" of unexcused absences, unexcused early departures, or unexcused lateness. An "occurrence" means an incident of unexcused lateness, an unexcused early departure, or an unexcused absence. An occurrence is a single day of unexcused absence or consecutive days of unexcused absence arising from the same injury or illness, including the injury or illness of a family member. For example, an absence that is unexcused of three consecutive days or more arising from the same illness due to the flu shall be counted as only one occurrence.

6. Reviews of attendance are based on a calendar year. Only occurrences during a calendar year are considered in imposing penalties under this Article. Effective on January 1, each year, the number of Occurrences for each employee shall be reset to zero. The penalties for violation of this Attendance Policy shall be as follows:

Number of Occurrences within a Calendar Year	Penalty
6	Verbal Warning
9	Written Warning
12	1-Day Suspension Without Pay
15	5-Day Suspension Without Pay
18	10-Day Suspension Without Pay
21	Termination

7. The Authority shall provide the Union with copies of all notices, Written Warnings, and other discipline received by employees pursuant to this Article. Each notice shall include the dates of all Occurrences that resulted in the discipline.
8. Employees that have an unexcused lateness (taking into account the grace period above), unexcused early departure, or unexcused absence and are to be docked pay shall have the option of using their leave time from their paid leave banks, if available, in lieu of a reduction of pay.
9. Employees with an excused lateness or excused early departure shall need to use paid leave time in order to be paid for all time not worked beyond the 12-minute grace period.
10. All disciplinary action under this Section is subject to the procedures set forth in Article. XV Grievance Procedure and Article XVI, Disciplinary Action.
11. If an employee challenge to discipline under this Policy does not result in the discipline being overturned, or in any of the underlying Occurrences being deemed invalid, then the underlying Occurrences that preceded the disciplinary penalty shall be deemed valid and cannot be challenged when a future disciplinary penalty occurs.
12. If an employee or the Union does not challenge a disciplinary penalty given pursuant to this Policy in accordance with the Grievance and Disciplinary procedures, it shall constitute a waiver of any right to challenge the underlying Occurrences that preceded the disciplinary penalty. These underlying Occurrences cannot thereafter be challenged when a future disciplinary penalty occurs pursuant to this Policy.
13. Absent Without Leave (AWOL) and Job Abandonment: An employee that is absent from work without having called in and notified a supervisor of the absence may be subject to discipline outside of the progressive discipline set forth in this Article, but is subject to just cause. When an employee is AWOL for 4 or more consecutive days, the employee may be subject to discipline up to and

including termination based on job abandonment, unless the employee can demonstrate that it he or she was to call in as a result of a medical or other emergency. Discipline based on a charge of job abandonment is not subject to the progressive discipline set forth in this Article but is subject to just cause.

## ARTICLE XV – GRIEVANCE PROCEDURE

### A. General Provisions.

1. Definition of Grievance: A grievance shall be defined as any alleged violation of the express terms or conditions of any provision of this Agreement.

2. Information Requests:

The Union shall have the right to request pertinent information and documents related to the grievance or disciplinary matter at issue. Whenever possible, the Authority shall provide the requested information within 10 calendar days from receipt of the request. If it is not possible to provide the information within 10 calendar days, the Authority shall notify the Union, provide the reason the information cannot be provided, and provide the soonest possible date within which the requested information will be provided.

3. Union Representation: Employees shall be entitled to union representation at every step of the grievance and arbitration procedure.

### B. Formal Steps: All grievances shall be processed in the following manner:

#### Step 1:

1. Non-disciplinary grievances: Any non-disciplinary grievance shall be submitted in writing, to the applicable Department Head within 20 calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. Grievances may be filed by electronic mail.

2. Non-disciplinary grievances: A non-disciplinary grievance shall set forth the name of the grievant(s), the date of the alleged violation, the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought by the grievant or Union.

3. Disciplinary grievances: If the grievance relates to disciplinary action, the grievance must be submitted, in writing, to the applicable Department Head within 20 calendar days of the Union's receipt of the Advisory Notice of Disciplinary Action ("ANDA"). Grievances may be filed by electronic mail.

4. Disciplinary grievances: If the grievance is disciplinary in nature, the Union shall include copies of all documents that it intends to rely upon in challenging the discipline. If the Union obtains additional evidence upon which it intends to rely upon in challenging the discipline after the filing of the grievance, such evidence (including documents and witness statements) shall be provided to the Authority within 10 days of the Union deciding that it intends to rely upon such evidence in challenging the discipline. The Union shall not be precluded from

introducing other documents or evidence at a disciplinary meeting or hearing or at arbitration.

5. Disciplinary grievances: It is understood that the burden of proof is on the Authority in disciplinary matters. The fact that the Union provides copies of the documents that it relies upon in challenging the discipline shall not impact this burden of proof.
6. A Step 1 meeting shall occur between the Department Head, the grievant(s), and the Union within 10 calendar days of the date of receipt of the written grievance in order to attempt to resolve the issue.
7. If the grievance is not resolved at the Step 1 meeting, the Department Head shall render a written decision (“Step 1 Decision”) within 10 calendar days of the Step 1 meeting. A copy of the Step 1 Decision will be provided to the Union and the grievant(s).

#### Step 2 – Non-Disciplinary Grievances:

1. If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, by notifying the Director of Human Resources in writing, within 10 calendar days after receipt of the Step 1 Decision.
2. Either the Director of Human Resources or designee, or the Union, may request a Step 2 meeting, which may be conducted by telephone if mutually agreed, for the purpose of resolving the grievance prior to issuance of the Step 2 Decision. If requested, the meeting shall be scheduled within twenty (20) calendar days of being requested.
3. At the Step 2 meeting, the Union will make a presentation to the Director of Human Resources or designee explaining the basis for the grievance and any supporting arguments.
4. Within 21 calendar days of the conclusion of the meeting, the Director of Human Resources or designee shall issue the Step 2 decision, in writing, to the Union.

#### Step 2 –Disciplinary Grievances:

1. If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, by notifying the Director of Human Resources in writing, within 10 calendar days after receipt of the Step 1 Decision. In this written submission of the grievance to Step 2, the Union shall either request a Step 2 meeting or hearing.
2. Disciplinary Meetings: Where a Step 2 meeting is requested by the Union:
  - a. The Director of Human Resources or designee shall schedule the meeting within twenty (20) calendar days of the request.
  - b. At the meeting, the Authority shall make a statement that includes sufficient facts to explain the basis for the discipline. Thereafter, the Union will have the opportunity to explain why the discipline was unwarranted and/or why the penalty is too severe.
  - c. Within 21 calendar days of the conclusion of the meeting, the Director of Human Resources or designee shall issue the Step 2 decision, in writing, to the employee and the Union.

3. Disciplinary Hearings: Where a Step 2 hearing is requested by the Union:
  - a. The Director of Human Resources or designee shall serve as the Hearing Officer and shall schedule a Step 2 hearing within 20 days from the date that the Union submitted the grievance to Step 2.
  - b. All witnesses at the hearing shall be subject to direct and cross examination.
  - c. Within 21 calendar days from the conclusion of the Step 2 hearing, the Hearing Officer shall issue the Step 2 decision, in writing, to the employee and Union.

Step 3. Arbitration:

1. If the Union is not satisfied with the Step 2 Decision, the Union may file a written request for binding arbitration through the Public Employment Relations Commission (with copy provided simultaneously to the Director of Human Resources). Requests for arbitration must be submitted to the Public Employment Relations Commission within thirty (30) calendar days of its receipt of the Step 2 Decision.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision concerning whether to request binding arbitration shall be final as to the interests of both the Union and the Grievant.
3. The Arbitrator selection process and the conduct of the arbitration hearing shall be governed by the rules, regulations and procedures of the New Jersey Public Employment Relations Commission ("PERC").
4. Each party to this Agreement shall bear the expenses of preparing and presenting its own case.
5. The party bearing the burden of proof at the hearing shall provide the opposing party with the names of witnesses they may call and the documents they may introduce at the arbitration hearing within 7 calendar days prior to the arbitration hearing. The party that does not bear the burden of proof shall provide the party bearing the burden of proof with a list of witnesses they may call and the documents they may introduce within 5 calendar days prior to the arbitration hearing. Neither party shall be precluded from calling witnesses or introducing documents that were not disclosed in advance pursuant to this section, based on the case presented by the opposing party.
6. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.
7. Either party may have a verbatim record of the arbitration hearing taken by a certified transcriber at that party's expense. However, if both parties request a copy of the transcript, the cost of the transcript and transcriber shall be shared equally between the parties.
8. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement, or to impose on either party a limitation or obligation not explicitly provided for in this agreement. The arbitrator shall confine

him/herself to the issue(s) submitted for arbitration. The Award of the arbitrator shall be final and binding.

9. The arbitrator shall have the authority to resolve disputes regarding the scheduling and/or adjournment of the arbitration hearing.
10. In disciplinary arbitration hearings, the arbitrator shall have the right to determine whether the discipline was imposed for "just cause." If the arbitrator determines that the discipline was not imposed for "just cause" (either because the Authority failed to meet its burden of proof that the employee engaged in misconduct or incompetence or because the arbitrator determines that the level of discipline imposed was not reasonable), the arbitrator shall have the authority to: (a) reinstate the employee to his/her position, (b) reduce the penalty, (c) award back pay and benefits, and/or (d) restore all seniority that the employee would have earned but for the discipline.

C. Abandonment of Grievance:

1. If the initial grievance was not timely filed at Step 1 or timely appealed to Step 2 as set forth above, or if it was not timely submitted to arbitration then the grievance shall be deemed to have been permanently abandoned by the Union and the Union shall be precluded from submitting the matter to arbitration.
2. No arbitrator shall have any authority whatsoever to rule upon the merits of a grievance that has been abandoned in accordance with the procedures.

D. Extending Time Limits:

Time limits set forth in this Article may be extended by mutual agreement, in writing.

E. Authority Failure to Timely respond:

A failure by the Authority to respond at any step within the provided time limits shall be deemed a denial of the grievance at that particular Step and shall permit the Union to move the grievance to the next step in the procedure.

F. Attendance at Meetings/Hearings:

The Authority shall permit the Grievant (or employee that is the subject of discipline) and a reasonable number of witnesses that need to attend the Step 1 or Step 2 meeting or an arbitration hearing pursuant to Step 3 to be excused from any scheduled duty during the meeting time without loss of pay. Whenever possible, these meetings will be scheduled during working hours.<sup>1</sup>

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<sup>1</sup> The parties agree that the current practice(s) with respect to employees assigned to second and third shifts and who participate in grievance meetings or arbitration hearings during the first shift, shall remain in effect.

## ARTICLE XVI – DISCIPLINARY ACTION

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

### A. Disciplinary Procedure

1. **Discipline Defined:** The term “discipline” shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee’s conduct or performance. The following shall not be construed as discipline:
  - a. Dismissal or demotion due to layoff made by the Authority;
  - b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee, the Authority’s observations about the employee’s performance or behavior. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the employee’s Human Resources file and shall not be introduced into evidence to support the reasonableness of a disciplinary penalty.
2. **Just Cause:** No employee shall be subject to discipline by the Authority without just cause.
3. **Written Warning in Lieu of Suspension:** Subject to the agreement of the Union and the employee, the Authority reserves the right to substitute a written warning in lieu of suspension without pay, which shall have the same weight as a suspension without pay for purposes of progressive discipline. An agreement between the parties to substitute a written warning in lieu of an unpaid suspension does not waive the right of the employee or Union to challenge whether the written warning was imposed for just cause under this Article unless the agreement so specifies.
4. **Vacation Balances:** The Authority may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct days from the employee’s vacation balances. In such circumstance, the disciplinary penalty will be treated as equivalent to the same number of unpaid suspension days for purposes of progressive discipline.
5. **Written Notice of Discipline:** When discipline is imposed pursuant to this Article, the Authority shall provide an Advisory Notice of Disciplinary Action (“ANDA”) to the employee on a form expressly provided for that purpose by the Human Resources Department. The ANDA shall set forth the reasons for the discipline, sufficient facts to demonstrate the basis of the discipline, and the penalty being imposed. A copy of the ANDA shall be provided to the Union as soon as feasible but no later than seventy-two (72) hours after being provided to the employee.

6. **Time Limit for Issuance of Discipline:** The Authority shall serve a written notice of discipline within 10 days of becoming aware of the alleged offense. If the Authority conducts an investigation into the alleged conduct, the 10-day period will begin to run upon the conclusion of the investigation. The Authority must complete the investigation as expeditiously as possible based on the nature of the investigation.
7. Within ten (10) calendar days from the issuance of the ANDA, the Authority shall provide to the employee and the Union all evidence, including all documents, witness statements and other evidence, upon which the Authority relied upon in support of the imposition of discipline. If the Authority obtains additional evidence upon which it intends to rely upon in support of the discipline, such evidence (including documents and witness statements) shall be provided to the Union within 10 days of the Authority deciding that it intends to rely upon such evidence in support of the discipline. It is understood that the Authority's agreement to provide this information to the Union at this early stage of the proceedings does not preclude the Authority from submitting additional evidence that is relevant and supportive of the disciplinary action taken (including additional documents or witness statements) at any arbitration proceeding. No arbitrator shall preclude the admission of such evidence, or refuse to give due weight to such evidence, based on the fact that it was not timely provided to the Union within 10 days from the issuance of the ANDA or within 10 calendar days from when the Authority decided to rely upon such evidence.
8. **Discipline Effective Immediately:** Any suspension without pay, demotion, or discharge shall be effective following issuance of the Step 2 Decision, except for suspensions without pay, demotions or discharges that are effectively immediately pursuant to Section B(2) of this Article. For discipline that is effective immediately under Section B(2), such discipline is subject to reversal only pursuant to the grievance procedure.
9. **Challenging Discipline:** The Union has the right to challenge the issuance of an ANDA by timely filing a grievance at Step 1 of the Grievance Procedure. Once a grievance is filed challenging disciplinary action, the procedures set forth in the Grievance Procedure shall apply.
10. **Union Representation:** An employee that is subject to discipline pursuant to this Article has the right to be represented at all steps of the Grievance Procedure by the Union.
11. **Pre-Termination or Pre-Suspension Notice and Opportunity to be Heard:** Prior to suspension without pay or termination of an employee, the Authority shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. At this meeting, the Authority shall explain the basis for the proposed suspension or termination and the employee or Union representative shall have an opportunity to respond. The Authority shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

B. Other Provisions Relating to Discipline

1. **Expungement:** Records of discipline of suspensions of 10 days or less that did not involve criminal charges shall be removed from the employee's personnel file after 3 years if there has been no further discipline during that 3-year period. Once the record of the discipline has been removed from the employee's personnel file, the discipline shall not be considered by the Authority with regard to future disciplinary action.

2. Suspension Without Pay Pending Investigation or Pending Issuance of Step 2 Decision: The Authority may temporarily suspend an employee without pay pending the results of an investigation or pending the issuance of a Step 2 Decision when the Authority determines that the employee: (a) poses a threat to the health or safety of him/herself or others, (b) is unfit for duty, (c) has been formally charged with a crime that is directly related to his or her job, (d) is suspected of theft, pilferage or serious insubordination, or (e) where the employee's presence in the workplace would, in the discretion of management, significantly disrupt operations. If the Authority decides to suspend an employee without pay pending investigation, it shall follow the procedures set forth in Section A(11) of this Article.

### C. SEXUAL DISCRIMINATION/HARASSMENT COMPLAINTS

1. During the course of investigation of a sexual discrimination and/or sexual harassment case, there is no disciplinary action pending until the investigation is completed. This includes going through the entire process as provided for under the Authority's policy.
2. In the event that discipline is proposed against a member of Local 194, said member has a right to:
  - (a) Accept the penalty or seek to modify the penalty
  - (b) Request that Local 194 take an appeal to arbitration on the discipline imposed only
  - (c) In all such cases, the parties agree that the scope of the arbitrator's decision is limited to the discipline imposed.
3. In the event that the union determines to proceed to arbitration in accordance with the provisions of this article, all other rules applying to these matters shall be the same as under the arbitration of a disciplinary matter. Arbitration shall be a hearing de novo.

### D. LOSS OF CDL

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

ARTICLE XVII – BENEFITS

A. HEALTH BENEFITS

1. The Authority shall provide the following Health Plans for all permanent full-time employees and their eligible dependents, at no cost to the employee except for applicable co-pays and deductibles as well as the Administrative Fee set forth in Paragraph 3.

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

2. The Authority shall provide the following health benefits for employees, spouses, and unmarried dependents until the end of the month in which the unmarried dependent turns 27 years of age, at no cost to the employee except as provided herein or as presently provided in the Authority's HMO.
3. For the Point of Service and HMO Plans, employees shall pay the following Health Benefits Administrative Fee:

1/01/08 \$600 per annum, paid 4 times per month  
7/01/09 \$700 per annum, paid 4 times per month  
7/01/10 \$800 per annum, paid 4 times per month  
6/30/11 \$900 per annum, paid 4 times per month

4. All newly-hired employees covered by the Agreement shall be enrolled in an Authority's Point of Service or HMO Plan.
5. Employees shall, on an annual enrollment date, elect either Point of Service or Authority's HMO Plan. Such date shall be determined by the Authority. If the HMO enrollment drops below an insurable standard, the HMO will be eliminated and all employees will be enrolled in the Point of Service Health Benefits Plan.
6. The Point of Service Plan benefits program shall allow for out-of-network coverage without limitations or restrictions on the following basis:

- (a) There shall be a Deductible payable by the employee with an annual Out-of-Pocket cost limitation (excluding deductibles) as follows:

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

(b) After the single/family deductible is satisfied, benefits for eligible charges shall be on a co-payment basis of 80% by the Authority and 20% by the employee, subject to the individual Maximums in (a). Effective January 1, 2008, after an employee and/or eligible dependent has met the annual out-of-pocket cost limitations, the Authority will pay for eligible charges, as defined in the plan. Payment will be made at 100% of the Reasonable and Customary rate, which is calculated at the 95th percentile of Health Insurance Association of America (HIAA) rates.

(c) All plans will provide annual mammograms for women age 40 or older without certification of medical necessity. All other mammograms must be certified as a medical necessity by a primary care physician or OB-GYN.

7. Items of coverage in both the Self-Funded HMO and Self-Funded Point of Service Health Plan benefit program shall be as agreed upon between the parties.

8. Effective July 1, 2007, vision care enhancements are as follows:

	Horizon POS (effective 7/1/07)	Cigna HMO (effective 7/1/07)
<u>Exam</u> (every 12 months)	Allows up to \$100 or \$15 co-pay for in-network.	No charge
<u>Frames</u> (every 18 months)	Up to \$100	Up to \$125
<u>Lenses</u> (every 18 months)		
Single	Up to \$100	Up to \$175
Bi-focal	Up to \$110	Up to \$175
Tri-focal	Up to \$125	Up to \$175
Contacts (in lieu of lenses and frames, every 18 months)	Up to \$185	Up to \$200

9. Effective January 1, 2008, employees can obtain no more than thirty (30) doses or a one-month supply of Prescription Medication, whichever is greater, at the retail level. Effective January 1, 2008, the Prescription Medication co-payment at the retail level will be \$3.00 for generic drugs, \$10.00 for brand name drugs where there is no generic equivalent or

the doctor certifies that the employee is medically unable to take a generic version of the medication, and \$25.00 for brand name drugs where there is a generic equivalent.

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

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

Birth Control Pills will be added as a covered prescription under the Prescription Drug Card Plan.

10. The current Dental Plan will be unchanged and the Authority assures Local 194 of satisfactory performance by the administrator.
11. A \$250 hearing aid benefit to employees, which benefit will be available every two years.
12. Effective January 1, 2008, for the POS and HMO, Primary care physician's office visit co-payments shall be \$10 and Specialist office visit co-payments shall be \$15 for all employees and eligible dependents. Emergency room visit co-payments shall be \$25 (waived if admitted).
13. Except for the above changes, there shall be no diminution of benefits from those provided under Agreements between the parties that expired on June 28, 1999, July 1, 2003, and June 30, 2007.
14. New employees will have the above coverages on the first of the month following two months after the effective date of hire. Descriptive brochures for all health plans will be made available by the Human Resources Department.
15. Employees are entitled to a complete physical examination according to a schedule after attaining eligibility based on length of service. Employees will be notified by the Authority when they are eligible on individual basis. These examinations are optional and voluntary and provided to the employee at no cost.

There shall be an open enrollment held as soon as practicable following ratification of this MOA to allow employees the option of selecting the New Direct Access Plan. The open enrollment will occur through January 31, 2021. For those employees that enroll in the New Direct Access Plan on or before January 15, 2021, the New Direct Access Plan benefits and employee contributions shall be effective January 1, 2021. For those employees that enroll in the New Direct Access Plan between January 16, 2021 and January 31, 2021, the New Direct Access Plan benefits and employee contributions shall be effective February 1, 2021.

Schedule A attached (Plan Design) with Exhibits M-1, M-2, M-3, M-4 and M-5 (Employee Contributions to Medical), Exhibits R-1 and R-2 (Employee Contributions to Prescription Drug Plan), Exhibits D-1 and D-2 (Employee Contributions to Dental benefits), and Exhibits V-1 and V-2 (Employee Contributions to Vision coverage).

## A. New Direct Access (NDA) Plan

Effective as soon as practicable following ratification, the plan design of the Authority's Direct Access Plan will be modified as follows:

1. Out-of-Network Reimbursement Rate: The rate will change from 90% of Fair Health to 225% of Medicare.
2. Out-of-Network Deductible: Increase from \$100/\$200 to \$200/\$500.
3. Out-of-Network Out-of-Pocket Maximum: No change
4. Out-of-Network Coinsurance: Decrease from 80% to 70%.
5. Emergency Room Co-Pay: Increase from \$50 to \$100 (waived if admitted).
6. Acupuncture Visits: Change Out-of-Network Acupuncture from unlimited visits to a maximum of 30 visits annually and increase coinsurance for Out-of-Network Acupuncture from 80/20 to 60/40.
7. Chiropractor Visits: Maintain overall maximum of 60 visits per year for all Chiropractor visits, but cap Out-of-Network visits to a maximum of 30 visits annually. Increase coinsurance for Out-of-Network Chiropractors from 80/20 to 60/40.
8. Physical Therapy Visits: Maintain unlimited in-network visits, but cap Out-of-Network visits to a maximum of 30 visits annually. Increase coinsurance for Out-of-Network Physical Therapists from 80/20 to 60/40.
9. Prescription Drugs:
  - a. The Turnpike shall implement an Advance Control Formulary (ACF)

Plan participants, who are taking prescription drugs that are not on the ACF, will receive sixty (60) calendar days written notice prior to the participant's next fill date that one or more of their prescription drugs is not on the ACF. A participant's doctor may request that the participant continue to take the non-advanced formulary drug(s) based on a medical reason, with no penalty, by submitting a letter to CVS Caremark.

If there is a dispute over whether or not there is a medical reason for the participant to continue taking a drug that is not on the ACF, the participant shall utilize the CVS Caremark Formulary Exception Process which allows a participant to have formulary coverage for a drug not covered by the CVS Caremark advanced formulary based on a medical reason.

While the initial appeal is pending as to whether there is a medical reason for participant to continue taking a non-ACF drug, the participant shall continue to pay the same co-pay they were paying for the prescribed drug prior to the establishment of the ACF. This paragraph applies only to prescribed drugs that an employee was already taking prior to the effective date of the ACF for that particular employee's Local Union.

If a dispute is decided in favor of the participant continuing to take a non-advanced formulary drug based on a medical reason, the participant shall pay the same co-pay he/she was paying prior to the establishment of the ACF.

- b. If an employee purchases a brand drug where there is a generic equivalent and there is no medical reason for the brand drug, the employee pays the difference between the generic and the brand. To accomplish this, the Authority will implement the standard Dispense as Written (“DAW”) 2 and DAW 1 penalties in which members shall pay the generic copay plus the difference in cost between the generic drug and the brand name drug. In addition, the DAW 2 and DAW 1 alternative copays that are currently in place shall be removed.

If there is a dispute over whether or not there is a medical reason for the brand name drug, employees shall utilize the CVS Health standard “Brand Penalty” Exception Process, which allows members to waive the DAW penalties for a brand name drug if the member must utilize the brand name drug for medical necessity.

- c. Generic Mail Order will be \$0 copay. All other copays currently in effect for the prescription drug plan shall remain in effect.

10. New Direct Access Plan: The New Direct Access Plan shall retain all design features of the Authority’s Current Direct Access (CDA) Plan – the Direct Access Plan that was in effect on November 1, 2020 – that are not expressly modified by paragraphs 1-10 above. All employees shall have the option for CY-2021 to remain in any of the existing Plans or to opt into the New Direct Access Plan. The following rules shall apply to plan selection in CY-2022 and thereafter:

- a. For employees that opt to select the New Direct Access Plan in CY-2021 or CY-2022: Employees who select the New Direct Access Plan in 2021 will have a one-time option to go back to the Current Direct Access Plan in 2022 and employees who select the New Direct Access Plan for the first time in 2022 will have a one-time option to choose to go back to the Current Direct Access Plan in 2023. Any employee that selects the New Direct Access Plan for CY-2021 and CY-2022 will no longer be eligible to select the Current Direct Access Plan in CY-2023 or thereafter. Any employee that selects the New Direct Access Plan for CY-2022 for the first time and then selects the New Direct Access Plan for CY-2023 will no longer be eligible to select the Current Direct Access Plan for CY 2024 or thereafter. Employees who select the New Direct Access Plan in CY-2023 or after shall not have the option of returning to the Current Direct Access Plan.

- b. For employees that opted for the Current Direct Access Plan in CY-2021: These employees will always be eligible, during open enrollment, to opt for the New Direct Access Plan for the upcoming calendar year.

- c. Open enrollment for the 2022 and 2023 plan years shall begin during the fourth quarter of 2021 and 2022 respectively and shall continue through at least December 1st.

11. Employee Contributions: The employee contribution rates for the New Direct Access Plan shall be based upon percentage of salary and are set forth in Exhibit M-2 attached effective January 1, 2021. On or before November 10, 2021, the Authority will notify the Local Union of the proposed amount of increases or decreases to the cost of the New Direct Access Plan for CY-2022, which shall be guided by the recommendation of the Authority’s actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the

Authority's actuarial consultant to recommending adjustments to the cost of the New Direct Access Plan rates, including the basis for the consultant's recommendations. The parties agree to meet and discuss appropriate increases or decreases to the employee contributions, if any, effective January 1, 2022. The parties shall make best efforts to agree upon the increased contribution amounts by no later than November 30, 2022. This process will occur annually as described above for the duration of this Agreement. Absent mutual agreement between the parties, the contribution rates in effect for plan year 2021 shall not change.

- B. Current Direct Access Plan: The Current Direct Access Plan, with its current design, shall be offered as an option to employees at monthly contribution rates set forth in Exhibit M-1 to be effective January 1, 2021. No employee enrolled in the Current Direct Access Plan shall pay a higher percentage of the cost of benefits than the percentage that the employee would have paid under the Chapter 78 contribution rate schedule. On or before November 10, 2021, the Authority will notify the Local Union of the amount of increase or decrease to the fully insured equivalent rate of the Current Direct Access Plan for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the Current Direct Access Plan fully insured equivalent rates, including the basis for the consultant's recommendations. The monthly contribution rates set forth in Exhibit M-1 shall be increased or decreased effective January 1, 2022, if necessary, by the amount of the percentage increases that the consultant recommends based on the actual experience of the Plan, provided, however, that the percentage that an employee pays toward the cost of the Current Direct Access Plan cannot be increased above the percentage that the employee would have paid under Tier Four of Chapter 78. This process will occur annually as described above for the duration of this Agreement.
- C. The OMNIA Tiered Network/HMO/HD/EP Plans: The employee contribution rates for the HMO/EPO are set forth in Exhibit M-3 attached. The employee contribution rates for the High Deductible Medical Plan are set forth in Exhibit M-4 attached. The employee contribution rates for the OMNIA Tiered Network HMO Medical Plan are set forth in Exhibit M-5 attached. No employee enrolled in the OMNIA Tiered Network, HMO, HD or EP Plans shall pay a higher percentage contribution rate than the employee would have paid under the Chapter 78 employee contribution rate schedule. On or before November 10, 2021, the Authority will notify the Local Union of the amount of increase or decrease to the fully insured equivalent rate of each of these plans for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the fully insured equivalent rates for the OMNIA Tiered Network, HMO, HD or EP Plans, including the basis for the consultant's recommendations. The employee contributions paid by employees pursuant to the contribution tables set forth in Exhibit M-3, M-4 and M-5 shall be amended effective January 1, 2022, if necessary, by the amount of the percentage increases or decreases that the consultant recommends based on the actual experience of the Plan, provided, however, that the percentage that an employee pays toward the cost of benefits cannot be increased above the percentage that the employee would have paid under Tier Four of Chapter 78. This process will occur annually as described above for the duration of this Agreement.
- D. Prescription Drug Benefits: Employee contribution rates for the Prescription Plans are set forth in the attached Exhibit R-1 and Exhibit R-2. On or before November 10, 2021, the Authority will notify the Local Union of the proposed amount of increase to the fully insured

equivalent rate of the Prescription Drug Plans for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The parties agree to meet and discuss appropriate increases to the employee contributions effective January 1, 2022. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the fully insured equivalent rates for the Prescription Drug Plans, including the basis for the consultant's recommendations. The parties shall make best efforts to agree upon the increased contribution amounts by no later than November 30, 2022. This process will occur annually as described above for the duration of this Agreement. Absent mutual agreement between the parties, the contribution rates in effect for plan year 2021 shall not change.

E. Retiree Health Benefits:

1. The Authority shall be responsible for the full cost of Lifetime Retiree Health Benefits, including the administrative fee, for employees who qualified for Lifetime Retiree Health Benefits prior to the effective date of Chapter 78 or who had 20 or more years of qualifying service on the effective date of Chapter 78. This group of retirees shall be offered the option of receiving either: (1) the same dental and vision benefits they received as active employees, just prior to retirement, paid for by the Authority, or (2) having the Authority reimburse them for the cost of Medicare Part B Standard premium. Notwithstanding the above, if the applicable collective bargaining agreement requires the Authority to pay for the cost of both of these benefits in retirement, the Authority shall continue to pay for both benefits.
2. Employees that qualified for Lifetime Retiree Health Benefits after the effective date of Chapter 78 shall:
  - i. Be offered the option of receiving either: (1) the same dental and vision benefits they received as active employees, just prior to retirement, or (2) having the Authority reimburse them for the cost of Medicare Part B Standard premium. Those that select the dental and vision benefits shall contribute to the cost of the dental and vision benefits at the same contribution rate that they were paying as active employees prior to retirement. Notwithstanding the above, if the applicable collective bargaining agreement requires the Authority to pay for the cost of both of these benefits in retirement, the Authority shall continue to pay for both benefits; and
  - ii. Contribute to the cost of Medical and Prescription Drug benefits in retirement at the same contribution rate they were contributing as an active employee prior to retirement.
  - iii. Employees who are eligible to receive Lifetime Retiree Health Benefits upon retirement shall be eligible to receive benefits of the medical plan they are in at the time of retirement. If a retiree opts to enroll in the New Direct Access Plan, the retiree shall pay the contribution rates set forth on exhibit M-2 attached, or as adjusted pursuant to sections A(12) and D above, based on their retirement benefit.
3. Dental Benefits:
  1. The annual dental benefit shall increase to \$3,000 effective January 1, 2021.
  2. The lifetime maximum benefit for orthodontics shall increase to \$4,000 effective January 1, 2021.

3. The monthly employee contribution rates for the Dental Plan effective January 1, 2021 are attached hereto as Exhibit D-1 and Exhibit D-2. On or before November 10, 2021, the Authority will notify the Local Union of the amount of increase or decrease to the full insured equivalent rate of the Dental Plans for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the fully insured equivalent rates for the Dental Plans, including the basis for the consultant's recommendations. The contribution tables set forth in Exhibit D-1 and Exhibit D-2 shall be amended effective January 1, 2022, if necessary, by the amount of the increases or decreases that the consultant recommends based on the actual experience of the Plans, provided, however, that the percentage that an employee pays toward the cost of the Dental Plan cannot be increased above the percentage that the employee would have paid under Tier Four of Chapter 78. This process will occur annually as described above for the duration of this Agreement.

#### D. Hearing Aids:

1. Reimbursement for hearing aids shall be increased from \$350 to \$700 bi-annually.

E. Vision Benefits: Monthly employee contribution rates for the Vision Plans effective January 1, 2021 are set forth in the attached Exhibit V-1 and Exhibit V-2. On or before November 10, 2021, the Authority will notify the Local Union of the amount of increase or decrease to the fully insured equivalent rate of the Vision Plans for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the fully insured equivalent rates for the Vision Plans, including the basis for the consultant's recommendations. The contribution tables set forth in Exhibit V-1 and Exhibit V-2 shall be amended effective January 1, 2022, if necessary, by the amount of the increases or decreases that the consultant recommends based on the actual experience of the Plans provided, however, that the percentage that an employee pays toward the cost of the Vision Plan cannot be increased above the percentage that the employee would have paid under Tier Four of Chapter 78. This process will occur annually as described above for the duration of this Agreement.

#### B. GROUP LIFE INSURANCE

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 in great detail is available upon request to the Human Resources Department.

#### C. TRAVEL INSURANCE

The Authority provides travel insurance including sojourn to all employees. This insurance provides accidental death and dismemberment coverage for employees traveling on official business for the Authority.

## D. HOLIDAYS

1. The following are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day (3rd Monday in February)	Election Day
Good Friday	Veterans Day
Easter Sunday or Christmas Eve*	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth**	Christmas Day
Independence Day	

2. Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday respectively in the Maintenance Department, and in the Office, Clerical and Technical Unit except as otherwise directed.

\*Easter Sunday has been eliminated as a paid holiday and a floating holiday has been substituted in lieu of that date. Effective January 1, 2021, Toll Collectors shall be entitled to have the day after Thanksgiving and a floating holiday.

Employees must make a written request for the Floating Holiday at least 30 days in advance of the date and must be approved in writing prior to taking the Floating Holiday off.

\*\*The New Jersey Legislature passed and Governor Murphy signed into law the new state holiday Juneteenth, which will be celebrated on the third Friday of June.

3. In Maintenance, an employee will receive an additional day's absence with pay or an additional day's pay when a recognized holiday falls within his vacation period. In Toll Collection a recognized holiday which falls within a collector's vacation period will be compensated for in the same manner as a normal scheduled day off.

4. The Authority will grant an additional \$70 dollars in compensation to those personnel who are not scheduled to work during the following specified holiday periods, but are called in or held over to work during the specified period of that holiday: Christmas Eve 4:31 p.m. to midnight; Christmas Day 12:01 a.m. to midnight; New Year's Eve 4:31 p.m. to midnight; and Easter Sunday 12:01 a.m. to midnight.

To qualify for the \$70 payment, the employee must not have been scheduled to work during any portion of the specified hours of that holiday, but is called in or held over to work during those specified hours of that holiday. This includes, but is not limited to, being held over after scheduled work immediately preceding the specified period prior to schedule work which immediately follows the specified holiday hours.

Effective January 1, 2021, the Holiday bonus is applicable to Toll Collectors in accordance with the terms and conditions set forth in this subsection.

5. Holiday pay shall consist of a day's pay at straight time.
6. Effective January 1, 2021, all employees covered by this CBA including Toll Collectors working on a holiday shall receive time and one-half for all hours worked in addition to the holiday pay as defined above. Where work extends beyond eight hours on a holiday, employees shall be compensated at the rate of double time and one-half for such hours worked
7. Employees scheduled to work on a holiday and having an authorized absence on that day shall receive holiday pay only and no other form of compensation except in the case of death in the family or jury duty, providing proper certification is presented.
8. Employees working rotating shifts and scheduled off on the holiday shall receive holiday pay for the holiday in addition to their regular week's basic salary.
9. The holiday period shall be considered to be from 11:00 p.m. to 11:00 p.m. in the Toll Collection Department and from 12:00 midnight to 12:00 midnight in the Maintenance Department, and the Office, Clerical and Technical Unit.

The holiday designated for the night shift working 10:30 p.m. to 7:00 a.m., Monday through Friday, will be the actual day of the holiday. The 24hour period for pay purposes will begin at 7:00 a.m. on the actual holiday to 7:00 a.m. of the following day.

The holiday period for employees working the ten (10) hour shift from 8:00 p.m. to 6:00 a.m. shall be defined as 8:00 p.m. the day before the observed holiday through 8:00 p.m. of the observed holiday. For example, the holiday period for New Year's Day will be 8:00 p.m. on 12/31 through 8:00 p.m. on 1/1. Another example is the holiday period for Independence Day will be from 8:00 p.m. on 7/3 through 8:00 p.m. on 7/4. Employees who work on an observed holiday shall be paid in accordance with this section.

- If a holiday falls on a Monday and is observed on a Monday, employees shall be paid ten (10) hours of holiday pay and they shall report for duty for Tuesday (commencing at 8:00 p.m. Monday through 6:00 a.m. Tuesday).
- If a holiday falls on a Tuesday and is observed on a Tuesday, it shall be celebrated on the Tuesday (commencing at 8:00 p.m. Monday through 6:00 a.m. Tuesday).
- If a holiday falls on a Wednesday and is observed on a Wednesday, it shall be celebrated on the Wednesday (commencing at 8:00 p.m. Tuesday through 6:00 a.m. Wednesday).
- If a holiday falls on a Thursday and is observed on a Thursday, it shall be celebrated on the Thursday (commencing at 8:00 p.m. Wednesday through 6:00 a.m. Thursday).
- If a holiday falls on a Friday and is observed on a Friday, it shall be celebrated on the Friday (commencing at 8:00 p.m. Thursday through 6:00 a.m. Friday).
- If a holiday falls on a Saturday and is observed on the Friday, employees shall be paid ten (10) hours of holiday pay.
- If a holiday falls on a Sunday and is observed on Monday, employees shall be paid ten (10) hours of holiday pay and they shall report for duty for Tuesday (commencing at 8:00 p.m. Monday through 6:00 a.m. Tuesday).

10. Sick leave payments shall not be made for any holiday.

11. Holiday pay will not be paid to any employee on a leave of absence without pay, or who is on suspended or laid-off status. Employees on Worker's Compensation during a period in which a holiday falls will be paid in accordance with the provisions of Paragraph XVII (J), Worker's Compensation.
12. Any employee having an unauthorized absence either the last scheduled workday before any holiday, or on the first scheduled workday after any holiday, shall forfeit any holiday pay due for that holiday.
13. Employees having an unauthorized absence on a holiday on which he is scheduled to work shall receive no compensation of any kind.
14. Holiday pay will be paid within fourteen (14) days following the last day of the work week in which the same was incurred.

#### E. DAYS OF SPECIAL SIGNIFICANCE

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.

In the future, the Authority will treat such days it wishes to recognize 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 on a paid leave status will be given an additional day's pay at straight time pay.

#### F. UNIFORMS

1. The Authority will provide uniforms to be worn on duty by personnel in all field job classifications in the Maintenance Department to include an outer protective garment, and an intermediate weight jacket, and short sleeve shirts for optional summer wear, with the cost of cleaning to be borne by the Authority.
2. Toll Collection Uniforming will be in accordance with "Rules Governing Toll Collection Uniforming and Appearance" as promulgated by the Toll Collection Department.
  - a. Failure to comply with the "Rules Governing Toll Collection Uniforming and Appearance" or to clean properly and maintain uniforms may result in disciplinary action, which may include denial of the Uniform Allowance.
  - b. Two identification badges per Toll Collector containing the Toll Collector's first name or nickname, dependent on Toll Collection Department's approval, and the Collector's Toll employee number will be issued. The lanes will be identified by Interchange and number.
  - c. Effective July 1, 2003, the Authority will phase in over the next twelve (12) months a lightweight, short-sleeved golf-shirt with a breast pocket and short pants in its toll collector uniforms. Every summer, the Authority will permit toll collectors to purchase two (2) pairs of shorts in accordance

with specifications designated by the Authority. Each employee shall be given an allowance based upon the amount of the receipt, for two (2) pairs of uniform short pants. The reimbursement for the uniform short pant shall not exceed \$17.99 per short. The Authority will only accept receipts from authorized vendors.

3. Foul weather gear will be issued.
4. Strict use of issued uniforming will be enforced.
5. The Authority will provide smocks for those personnel whose assignment warrants it.

#### G. WORKERS' COMPENSATION

Employees of the Operating Unit shall receive from the Authority the difference between the total amount of temporary benefits paid under the Worker's Compensation and 100% of the employee's regular wages for the first (1st) week of absence from work due to injury and 80% benefits effective the second (2nd) and subsequent weeks.

Employees of the Office, Clerical and Technical Unit shall receive from the Authority the difference between the total amount of temporary benefits paid under Worker's Compensation and 100% of the employee's regular wages for the period absent from work due to the injury.

In no event shall an employee receive an amount exceeding his or her regular earnings.

#### H. LONGEVITY PAYMENT

Employees shall be entitled to receive longevity pay, which shall be added to and become a part of the base rate of pay as follows:

- a) A sum of 4% for all employees who have at least ten (10) but less than fifteen (15) years of service, including those who reach 10 years of service, effective their anniversary date;
- b) A sum of 6% for all employees who have at least fifteen (15) but less than thirty (30) years of service, including those who reach 15 years of service, effective their anniversary date; and
- c) A sum of 7% for all employees who have at least thirty (30) years of service, including those who reach 30 years of service, effective their anniversary date.
- d) These longevity payments shall not be cumulative.
- e) Longevity payments for all employees hired after December 1, 1999 will be eliminated.

#### I. TOOL ALLOWANCE

Automotive Technicians will provide all required basic tools needed for performance of their trade.

All journeyman automotive technicians and other craftsmen required to have tools will receive a tool allowance payable in January of each year. This allowance will cover all loss of personal property furnished by the employee. Loaner tools will be provided as available until an employee is able to

replace a broken tool. Effective January 1, 2000, the tool allowance will be three hundred and sixty-five (\$365) dollars per year.

Effective with the tool allowance payable in January 2001, employees who are entitled to receive this tool allowance, but who were on unpaid leave, paid Temporary Disability Leave or Workers' Compensation leave for periods of thirty (30) consecutive days or longer in the prior calendar year, shall have the tool allowance payable in the immediately succeeding January prorated consistent with the period that they were on such leaves.

Receipt of some type of authorized leave pay during the period that the employee would have otherwise been absent from work on one of the leaves specified in this subsection, such as death in the family, shall not constitute a break in the consecutive days of absences for purposes of prorating the tool allowance. Separate days of absences of at least thirty (30) consecutive days each may be added for purposes for this subsection; however, consecutive days of absence of less than thirty (30) days shall not result in a reduction in the tool allowance, nor be added together to create a thirty (30) day period under this subsection.

#### J. MILEAGE

Mileage will be paid in accordance with the guidelines established by the Internal Revenue Service and will be governed by Article IX (B) 2, which permits such adjustments to be paid in fourteen (14) days.

#### K. MEAL ALLOWANCE

Effective July 1, 2007, meal allowance will be thirteen dollars (\$13.00). Effective July 1, 2009, meal allowance will be fifteen dollars (\$15.00) for the remainder of the contract. Effective January 1, 2021, Toll Collectors will be eligible to receive meal allowance.

Meal Allowance will be paid within fourteen (14) days following the last day of the work week in which the same were incurred.

#### L. PENSION PLAN

1. Permanent full-time employees are required to join the Public Employees' Retirement System ("PERS") at the time of hire. PERS requires employees to make contributions on a percentage basis according to age at time of hire. The Authority matches these contributions thus providing for a retirement income. Basically, PERS provides each employee with:

- (a) A guaranteed retirement income for life based on the total years of service credit established within PERS and final average salary.
- (b) Financial protection in case of disability or death.
- (c) Benefits in addition to Federal Social Security coverage.
- (d) Opportunity to participate in a Supplemental Annuity System through additional payroll deductions.

2. In connection with (b) above, PERS has as one of its main features life insurance protection totaling 3 times the employee's base salary at a nominal cost to the employee. A benefit of 1 1/2 times annual salary is available at no cost. A descriptive brochure describing the PERS in greater detail is available.

## M RETIREMENT

### 1. Vacation Pay

An employee's current vacation bank in the calendar year of retirement or death will be paid on a prorated basis to reflect months of service worked in the year of retirement or death at the rate of 1/12 for each full month.

### 2. Sick Leave Payments

An employee's current sick bank in the calendar year of retirement or death will be paid on a prorated basis to reflect months of service worked in the year of retirement or death at the rate of 1/12 per each full month.

Employees hired on or after December 1, 1999 will be subject to a cap on the payment of an unused sick bank in the amount of \$15,000.

### 3. Health Benefits

(i) Terminal Benefits: Subject to the eligibility requirements set forth below,, along with their eligible dependents, shall receive the same hospital/medical surgical, major medical, and prescription coverage which was available while a full-time employee.

(ii) Conditions of Terminal Benefits:

- Hospital/medical surgical coverage remains in effect for the life of the retiree.
- Employees retiring on or after July 1, 1999 retain major medical coverage until the last day of the month in which they turn age 71.
- Employees retiring on or after January 1, 2000 retain prescription coverage until the last day of the month in which they turn age 81.
- Upon the death of the retiree, applicable Survivor Benefits (detailed in paragraph "c" below) shall prevail.

For employees retiring prior to July 1, 1999, the termination dates for major medical and prescription coverage are governed by the applicable prior collective bargaining agreements.

For employees retiring between July 1, 1999 and December 31, 1999, they will retain major medical and prescription coverage until the last day of the month in which they turn age 71.

(iii) Cost of Terminal Benefits: Full cost of the terminal benefits set forth above, excluding applicable co-pays and deductibles, shall be borne by the Authority.

(iv) Eligibility to receive Terminal Benefits: The eligibility for the above coverage is five (5) years of Authority service and retirement into PERS.

(v) 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 Authority will reimburse the cost of Part B Medicare premium.

(b) Employees who retire on or after July 1, 2003

(i) Lifetime Benefits: Subject to the eligibility requirements set forth below, employees who retire on or after July 1, 2003, along with their eligible dependents, shall receive lifetime hospital/medical surgical, major medical, and prescription coverage. "Lifetime" means life of the retiree. Employees, and their eligible dependent(s), shall carry into retirement the same hospital/medical surgical, major medical, and prescription coverage as they received on their last day of employment with the Authority.

(ii) Conditions of Lifetime Benefits:

- Upon the death of the retiree, applicable Survivor Benefits (detailed in paragraph "c" below) shall prevail.

(iii) Eligibility to receive Lifetime Benefits: Employees must be either: (1) age 50 or above and have at least 25 years of Authority service; or (2) age 62 or above and have at least 15 years of Authority service.

(iv) Cost of Lifetime Benefits: Full cost of the lifetime benefits set forth above, excluding applicable co-pays and deductibles, shall be borne by the Authority.

(v) 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 Authority will reimburse the cost of Part B Medicare premium.

(c) Survivor Benefits

Basic Continuation of Coverage for Surviving Dependents:

Eligible dependents of future deceased employees and retirees shall continue to receive all health benefits in place at the time of death, except Medicare Reimbursement, for a period of six (6) months. One final Medicare Reimbursement check, covering the months up to and including the date of death, shall be made payable to "The Estate of" the deceased retiree and disbursed at the next regular reimbursement period following the date of death.

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

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

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

- Two years: for employees with less than 15 but more than 10 years of service, or until remarriage of surviving spouse.
- Five years: for employees or retirees with 15 or more years of service, but less than 20 years of service or until remarriage of surviving spouse.
- Ten years: for employees or retirees with 20 or more years of service, or until remarriage of surviving spouse.

#### 4. Public Employees' Retirement System ("PERS")

Those retirees who are enrolled in PERS will receive benefits as explained and outlined in the PERS Booklet for Eligible Employees. This benefit is in addition to Social Security Benefits.

#### 5. Social Security

All retirees are enrolled in Social Security and will receive benefits at the eligible age according to the guidelines approved by the Social Security Administration.

### N. SUGGESTION AWARDS PROGRAM

The Authority has a Suggestion Awards Program in which all personnel are urged to participate. Official suggestion blanks are available in the Human Resources Department. Additional information describing the Program is likewise available.

### M. TUITION REFUND PROGRAM

The Authority will provide a Tuition Refund Program for prior approved courses. Eligibility is dependent upon achieving permanent status. Upon satisfactory completion of a course or courses which are related to present or future Turnpike job opportunities, the Authority will reimburse the employee's cost of tuition and those fees essential to the completion of the course, excluding books.

Employees who receive reimbursement will be required to sign an agreement indicating they will not leave the employment of the Turnpike for a (1) one year period following receipt of the most recent reimbursement or they will be required to return the amount of the last reimbursement.

### O. GROUP LIFE INSURANCE

The Authority will continue payment of premiums for \$10,000 of group life insurance for all retirees to age 70.

### P. NON REVENUE EZ PASS:

Effective January 1, 2021, provide non-revenue EZ Pass to all employees in the bargaining unit to use for travel from: (a) home to the work location, and (b) from the work location to home.

## ARTICLE XVIII – SAFETY

An Employee Safety Manual sets forth Authority policy regarding safety rules and procedures on the Turnpike. Each employee must familiarize himself with the material contained in the manual as he bears a responsibility for not only his own safety, but that of his fellow workers. The manual deals with general policies, specific rules, traffic protection procedures and rules, and forms necessary for completion when accidents occur.

The Authority will provide all proved safety devices reasonably necessary for the protection of its personnel.

A Safety Committee chosen by election from among those Turnpike employees indicating willingness to participate will function for the purpose of maintaining and enforcing the safety rules and regulations referred to above.

No employee shall be required to perform work under unsafe or unhealthy conditions, drive or operate unsafe vehicles, equipment, etc., work without proper tools and equipment or without ample safety precautions, including cones, flares, safety signals, flagmen, etc. Should an employee complain that his work requires to be in unsafe or unhealthy situations, in violation of accepted safety rules, the matter shall be promptly investigated by the Authority. If investigation discloses an unsafe condition, corrective action shall be taken immediately.

In the event of an injury on the job to an employee, the Authority shall, at the time of the injury, provide transportation to professional medical assistance when it is deemed necessary.

The Safety Manual is adopted as part of this Agreement and may be revised from time to time by mutual consent.

## ARTICLE XIX – MUTUAL COOPERATION

A. The Union and Authority agree that cooperation in employer employee relations is necessary in order to maintain a high level of service to the public and the morale of employment in their daily work.

B. The parties agree to resolve problems arising from differences through the Grievance and Disciplinary Action procedures contained herein and further agree to meet and discuss in good faith all matters giving rise to a dispute on the application of this Agreement. The parties also agree to restore the Labor Relations Committee which will meet quarterly to discuss such issues which might arise under the contract. The Union will provide a meeting agenda at least 7 business days in advance of the meeting date. The Union may have a maximum of three (3) executive board members may attend the Labor Relations Committee meeting.

C. The Authority agrees that the provisions of this Agreement shall be carried out in all respects through the life of this Agreement and assures the Union compliance by its Administrative and Management Personnel.

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

E. Neither the Union nor any of its members shall cause or participate in any strike, work stoppage, slowdown, impediment to work or other overt act of disharmony during the term of this Agreement. The Grievance procedure and Disciplinary Action procedure shall be fully utilized as heretofore described, and the Authority and the Union agree to accept as binding upon each, all decisions rendered in arbitration cases arising out of this Agreement.

F. The Union agrees that it will, in the event Paragraph E above is violated by any of its members, immediately notify all members, generally, and the violator(s) specifically, to cease and desist in any and all such action. The Union further agrees that it will assist the Authority in preventing and stopping such action and that the Authority shall have any and all recourse in law to restore normal working operations, including action against individual employees, the Union, and its representatives should they fail to comply with the provisions of this Article.

G. Violations of Paragraph E above are considered "Just Cause" within the meaning of the Disciplinary Action procedure of this Agreement.

H. Either Party to this Agreement may seek legal relief or enforcement of the provisions of the Agreement, including recovery of cost and damages sustained in the event it is necessary to seek a court order to obtain compliance with an Arbitration decision.

I. The Authority and the Union agree that patrons utilizing the New Jersey Turnpike must, at all times, be treated with the utmost courtesy and respect. In this vein, the Authority and the Union agree to work together to improve relations between patrons and Toll Collectors and to actively investigate all complaints received in accordance with mutually agreeable procedures.

J. The Authority and the Union agree to establish a Joint Union-Management "Committee on the Future" consisting of representatives from Local 194 and the Authority. The committee will be made up of three (3) representatives from the Union and three (3) representatives of the Authority. Meetings will occur on dates and times that are mutually agreeable to the members of the Committee. The purpose of the Committee is to provide a forum for discussion between the Union and the Authority about bargaining unit positions that are likely to be phased out over the next 10 years as a result of changing technology and/or other operational needs, including the area of toll collection. The Committee will discuss strategies for preparing employees in these positions for jobs of the future with the Authority. The Committee will also discuss establishing a formalized training program to retrain these employees in ways that will help them to become qualified for these jobs of the future with the Authority. The Committee will meet at least twice per year and more frequently if agreed to by majority vote of the members of the Committee.

## ARTICLE XX – UNION REPRESENTATION

A. All activities including grievance and disciplinary hearings between the employees' representatives and the Authority shall be conducted during normal working hours with such time to be considered as excused absences with pay.

B. Released time for Union representatives will be granted on the basis of eight (8) hours per week for every one hundred (100) employees or major fraction thereof with such time to be considered as excused absence with pay.

C. The Union shall be granted three (3) delegates to the State AFL/CIO Convention and five (5) delegates to the I.F.P.T.E. International Convention, with such time to be considered as excused absence

with pay. The ratio of participation shall be two (2) delegates to the State AFL/CIO Convention and four (4) delegates to the I.F.P.T.E. International Convention from the Operating Unit, and one (1) delegate to the State AFL/CIO Convention and one (1) delegate to the I.F.P.T.E. International Convention from the Office, Clerical and Technical Unit.

D. Officers of the Union shall be released from work for such other matters as may be deemed necessary by the Union, such time considered as absences without pay and shall only be considered upon written request.

E. In all cases requiring released time for Union representation, the employee will notify his immediate supervisor in advance.

F. Union representatives shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Turnpike's premises to discuss workplace issues, collective negotiations, the administration of the collective negotiations agreement, and other matters related to the duties of the Union, as well as internal union matters involving the governance or business of the Union.

G. Union representatives shall have the right to meet with individual employees on the premises of the Turnpike during the work day to investigate and discuss grievances, workplace-related complaints and other workplace issues.

H. Union representatives shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

I. Within 10 calendar days from the date of hire of negotiations unit employees, the Turnpike shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1, 2021, the Turnpike shall provide the Union in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.

J. The Union shall have the right to use the Turnpike's email system to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.

K. The Authority agrees to restore the Labor Management committee meetings under the following terms: (a) quarterly meetings, (b) the Union to provide an agenda at least seven business(7) days in advance of the meeting, and (c) a maximum of three (3) Executive Board members may attend the meeting.

ARTICLE XXI – TERM OF AGREEMENT

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2019 and shall continue in full force and effect through Midnight, June 30, 2023 .

All employees covered by the Agreement that are on payroll effective upon the date of ratification shall receive the following across-the-board increases:

Effective	7/1/2019	2.00 %
Effective	7/1/2021	2.00 % .
Effective	1/1/2022	2.00 %
Effective	7/1/2022	2.00 %

All steps for all job classifications within the bargaining unit shall also be increased by the across-the-board increases set forth above.

No Layoffs: In return for the deferral of what would have been the July 1, 2020 2% raise until January 1, 2022, the Authority agrees not to layoff any bargaining unit employees for a period of 18 months commencing July 1, 2020 through December 31, 2021 and agrees that if any bargaining unit employees are laid off prior to January 1, 2022, such members shall be made whole with respect to compensation and benefits. Further, the Turnpike agrees not to challenge the legal arbitrability of a grievance seeking to enforce this provision of the parties’ collective bargaining agreement.

To the extent that the terms of the expiring Agreement and the terms of any memorandums of understanding entered into during the contract term are not inconsistent with the terms of this Agreement, same shall survive and be included in this successor Agreement.

It is understood between the parties that this Agreement represents in part, a merger of the prior labor agreement dated July 1, 2007 through June 30, 2011 and the Memoranda of Understanding executed during the course of negotiations for this Agreement.

ARTICLE XXII – RE-OPENER CLAUSE

The Collective Bargaining Agreement is subject to reopening by Authority, for the renegotiation of any and all issues relating to the operation of the consolidated Authorities. This renegotiation, however, shall not adversely effect or impact upon the Wages or Article XVIII Benefits provisions of this Agreement.

ARTICLE XXIII – VEHICLE POLICY

The Authority, upon fifteen (15) days notice, may revoke a permanent vehicle assignment, except those craftspersons and technicians who use equipment and tools as part of their job responsibilities. Employees who lose their vehicle assignments and are required to use their own vehicles for business-related travel will be reimbursed for mileage at the IRS rate. Employees shall not be reimbursed for commutation to and from work.

SIGNATURES

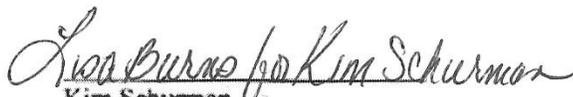
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under their hands and seals.

FOR THE AUTHORITY:

  
John M. Keller  
Executive Director

  
James Carone  
Deputy Executive Director

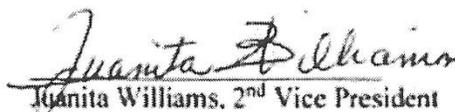
Witness

  
Kim Schurman  
Secretary to the Authority

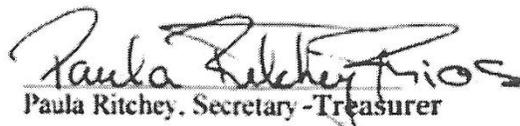
FOR LOCAL 194, IFPTE:

  
Barry C. Kushnir, President

  
Vincent Gibbons, 1<sup>st</sup> Vice President

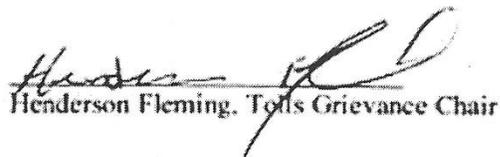
  
Juanita Williams, 2<sup>nd</sup> Vice President

  
Darryl Daniels, 3<sup>rd</sup> Vice President

  
Paula Ritchey, Secretary-Treasurer

  
Dan Fiolek, Sergeant at Arms

  
Kevin McCarthy, Maintenance Grievance Chair

  
Henderson Fleming, Tolls Grievance Chair

## APPENDIX A – Salary Rates

### APPENDIX A – Salary Rates

#### I. Salary Rates and Ranges:

The salary rates and ranges of all employees shall be in accordance with the attached schedule.

#### II. Cost of Living Allowance:

A Cost of Living Adjustment will be applied effective 7/1/08 based on the increase in the Metropolitan New YorkNorth Jersey Consumer Price Index between July 1, 2007 and June 30, 2008 payable on the following basis: For every 1% or major part of 1% over 10%, the Authority will increase rates by 1/2% retroactive to 7/1/07 by lump sum and thereafter to the rates of pay. The Cost of Living Adjustment will be continued on the same basis based on the July 1st through June 30th increases in the Consumer Price Index.

SALARY BY GRADE

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
01J	Janitor	1	\$ 31,824.00		\$ 32,460.48	\$ 33,109.69	\$ 33,771.88
OPR		2	\$ 31,824.00		\$ 32,460.48	\$ 33,109.69	\$ 33,771.88
		3	\$ 31,824.00		\$ 32,460.48	\$ 33,109.69	\$ 33,771.88
		4	\$ 33,957.93		\$ 34,637.09	\$ 35,329.83	\$ 36,036.43
		5	\$ 36,227.07		\$ 36,951.61	\$ 37,690.64	\$ 38,444.46
		6	\$ 37,731.03		\$ 38,485.65	\$ 39,255.37	\$ 40,040.47
		7	\$ 40,609.44		\$ 41,421.63	\$ 42,250.06	\$ 43,095.06

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
01M	Inven Contrl Del Person	1	\$ 46,728.43		\$ 47,663.00	\$ 48,616.26	\$ 49,588.59
OPR	Maintenance Person	2	\$ 49,049.43		\$ 50,030.42	\$ 51,031.02	\$ 52,051.64
	Messenger	3	\$ 51,240.32		\$ 52,265.13	\$ 53,310.43	\$ 54,376.64
		4	\$ 55,857.76		\$ 56,974.91	\$ 58,114.41	\$ 59,276.70
		5	\$ 60,396.04		\$ 61,603.96	\$ 62,836.04	\$ 64,092.76
		6	\$ 64,987.08		\$ 66,286.83	\$ 67,612.56	\$ 68,964.81
		7	\$ 67,874.96		\$ 69,232.45	\$ 70,617.10	\$ 72,029.45

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
01T	Distribution Clerk	1	\$ 46,728.43		\$ 47,663.00	\$ 48,616.26	\$ 49,588.59
OPR	Stock Service Clerk	2	\$ 49,050.34		\$ 50,031.35	\$ 51,031.98	\$ 52,052.62
		3	\$ 51,240.32		\$ 52,265.13	\$ 53,310.43	\$ 54,376.64
		4	\$ 55,857.76		\$ 56,974.91	\$ 58,114.41	\$ 59,276.70
		5	\$ 60,396.04		\$ 61,603.96	\$ 62,836.04	\$ 64,092.76
		6	\$ 64,987.08		\$ 66,286.83	\$ 67,612.56	\$ 68,964.81
		7	\$ 67,874.95		\$ 69,232.45	\$ 70,617.10	\$ 72,029.44

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
02M	Maint Records Clerk	1	\$ 48,680.95		\$ 49,654.57	\$ 50,647.66	\$ 51,660.61
OPR		2	\$ 50,950.09		\$ 51,969.09	\$ 53,008.47	\$ 54,068.64
		3	\$ 53,166.46		\$ 54,229.78	\$ 55,314.38	\$ 56,420.67
		4	\$ 57,783.89		\$ 58,939.57	\$ 60,118.36	\$ 61,320.72
		5	\$ 62,295.78		\$ 63,541.70	\$ 64,812.53	\$ 66,108.78
		6	\$ 66,913.21		\$ 68,251.48	\$ 69,616.51	\$ 71,008.84
		7	\$ 69,810.11		\$ 71,206.32	\$ 72,630.44	\$ 74,083.05

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
02T	Toll Collector-Turnpike	1	\$ 46,728.43		\$ 47,663.00	\$ 48,616.26	\$ 49,588.59
OPR		2	\$ 49,446.12		\$ 50,435.04	\$ 51,443.74	\$ 52,472.62
		3	\$ 52,216.58		\$ 53,260.91	\$ 54,326.13	\$ 55,412.66
		4	\$ 53,983.56		\$ 55,063.23	\$ 56,164.49	\$ 57,287.78
		5	\$ 53,983.56		\$ 55,063.23	\$ 56,164.49	\$ 57,287.78
		6	\$ 53,983.56		\$ 55,063.23	\$ 56,164.49	\$ 57,287.78
		7	\$ 53,983.56		\$ 55,063.23	\$ 56,164.49	\$ 57,287.78
		10	\$ 31,824.00		\$ 32,460.48	\$ 33,109.69	\$ 33,771.88
		11	\$ 31,824.00		\$ 32,460.48	\$ 33,109.69	\$ 33,771.88
		12	\$ 31,824.00		\$ 32,460.48	\$ 33,109.69	\$ 33,771.88
		13	\$ 32,880.89		\$ 33,538.51	\$ 34,209.28	\$ 34,893.47
		14	\$ 35,018.43		\$ 35,718.79	\$ 36,433.17	\$ 37,161.83
		15	\$ 37,294.46		\$ 38,040.35	\$ 38,801.16	\$ 39,577.18
		16	\$ 39,718.81		\$ 40,513.19	\$ 41,323.45	\$ 42,149.92
		17	\$ 42,301.30		\$ 43,147.32	\$ 44,010.27	\$ 44,890.48
		18	\$ 45,050.64		\$ 45,951.66	\$ 46,870.69	\$ 47,808.10
		19	\$ 47,978.84		\$ 48,938.42	\$ 49,917.19	\$ 50,915.53

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
03M	Part/Inven Counterperson	1	\$ 49,921.06		\$ 50,919.48	\$ 51,937.87	\$ 52,976.62
OPR		2	\$ 52,216.58		\$ 53,260.91	\$ 54,326.13	\$ 55,412.66
		3	\$ 54,538.49		\$ 55,629.26	\$ 56,741.85	\$ 57,876.68
		4	\$ 59,314.24		\$ 60,500.52	\$ 61,710.53	\$ 62,944.74
		5	\$ 64,142.75		\$ 65,425.61	\$ 66,734.12	\$ 68,068.80
		6	\$ 68,839.34		\$ 70,216.13	\$ 71,620.45	\$ 73,052.86
		7	\$ 71,716.39		\$ 73,150.71	\$ 74,613.73	\$ 76,106.00

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
03T	Toll Records Clerk	1	\$ 48,680.94		\$ 49,654.56	\$ 50,647.65	\$ 51,660.61
		2	\$ 50,950.09		\$ 51,969.09	\$ 53,008.47	\$ 54,068.64
		3	\$ 53,166.46		\$ 54,229.79	\$ 55,314.38	\$ 56,420.67
		4	\$ 57,783.89		\$ 58,939.57	\$ 60,118.36	\$ 61,320.73
		5	\$ 62,295.78		\$ 63,541.70	\$ 64,812.53	\$ 66,108.78
		6	\$ 66,913.21		\$ 68,251.47	\$ 69,616.50	\$ 71,008.83
		7	\$ 69,810.11		\$ 71,206.31	\$ 72,630.44	\$ 74,083.05

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
04M	Body Repairperson	1	\$ 52,665.13		\$ 53,718.44	\$ 54,792.81	\$ 55,888.66
OPR	Building Maint Mechanic	2	\$ 55,092.58		\$ 56,194.43	\$ 57,318.32	\$ 58,464.69
	Carpenter	3	\$ 57,440.88		\$ 58,589.70	\$ 59,761.49	\$ 60,956.72
	Comm Craft Person	4	\$ 62,374.94		\$ 63,622.44	\$ 64,894.88	\$ 66,192.78
	Heavy Equip Operator	5	\$ 67,388.15		\$ 68,735.91	\$ 70,110.63	\$ 71,512.84
	Landscaper	6	\$ 72,190.28		\$ 73,634.09	\$ 75,106.77	\$ 76,608.90
	Linestriper	7	\$ 75,066.81		\$ 76,568.15	\$ 78,099.51	\$ 79,661.50
	Mason						
	Painter						
	Sign Layout Mechanic						
	Toll System Mechanic						
	Welder						

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
05M	Automotive Technician	1	\$ 57,783.89		\$ 58,939.57	\$ 60,118.36	\$ 61,320.72
OPR	Toll Technician Tpk	2	\$ 59,973.87		\$ 61,173.35	\$ 62,396.81	\$ 63,644.75
		3	\$ 62,427.71		\$ 63,676.26	\$ 64,949.79	\$ 66,248.78
		4	\$ 67,229.84		\$ 68,574.43	\$ 69,945.92	\$ 71,344.84
		5	\$ 72,031.97		\$ 73,472.61	\$ 74,942.06	\$ 76,440.90
		6	\$ 76,807.72		\$ 78,343.87	\$ 79,910.75	\$ 81,508.96
		7	\$ 79,868.41		\$ 81,465.78	\$ 83,095.10	\$ 84,757.00

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
06M	Systems Technician	1	\$ 54,389.39		\$ 55,477.18	\$ 56,586.73	\$ 57,718.46
OPR		2	\$ 57,687.10		\$ 58,840.84	\$ 60,017.66	\$ 61,218.01
		3	\$ 60,984.91		\$ 62,204.61	\$ 63,448.70	\$ 64,717.68
		4	\$ 67,580.40		\$ 68,932.01	\$ 70,310.65	\$ 71,716.86
		5	\$ 74,175.93		\$ 75,659.45	\$ 77,172.64	\$ 78,716.09
		6	\$ 80,771.41		\$ 82,386.84	\$ 84,034.58	\$ 85,715.27
		7	\$ 84,002.28		\$ 85,682.32	\$ 87,395.97	\$ 89,143.89

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
10A	Drafter	1	\$ 47,497.26		\$ 48,447.20	\$ 49,416.15	\$ 50,404.47
TECH	Engineering Admin Aide	2	\$ 50,417.15		\$ 51,425.50	\$ 52,454.01	\$ 53,503.09
	Engineering Aide-Traffic	3	\$ 53,336.98		\$ 54,403.72	\$ 55,491.80	\$ 56,601.63
	ETC Customer Rel Asst	4	\$ 59,176.71		\$ 60,360.25	\$ 61,567.45	\$ 62,798.80
	ITS Aide	5	\$ 65,016.44		\$ 66,316.77	\$ 67,643.10	\$ 68,995.97
	Jr Accountant Cash Mgmt.	6	\$ 70,856.13		\$ 72,273.25	\$ 73,718.72	\$ 75,193.09
	Junior Accountant Tpk	7	\$ 73,690.39		\$ 75,164.19	\$ 76,667.48	\$ 78,200.83
	Payroll Coord.						

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
10B	Comm Dispatcher	1	\$ 48,453.54		\$ 49,422.61	\$ 50,411.06	\$ 51,419.28
TECH		2	\$ 51,539.60		\$ 52,570.39	\$ 53,621.80	\$ 54,694.23
		3	\$ 54,625.66		\$ 55,718.17	\$ 56,832.53	\$ 57,969.19
		4	\$ 60,822.06		\$ 62,038.50	\$ 63,279.27	\$ 64,544.86
		5	\$ 66,994.18		\$ 68,334.07	\$ 69,700.75	\$ 71,094.76
		6	\$ 73,166.30		\$ 74,629.63	\$ 76,122.22	\$ 77,644.67
		7	\$ 76,057.96		\$ 77,579.12	\$ 79,130.70	\$ 80,713.31

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
11A	Infrastr. Admin. Supp.Special.	1	\$ 50,316.81		\$ 51,323.14	\$ 52,349.61	\$ 53,396.60
TECH	ITS Admin Support Specialist	2	\$ 53,393.82		\$ 54,461.69	\$ 55,550.93	\$ 56,661.95
	Marketing Coord.	3	\$ 56,470.79		\$ 57,600.21	\$ 58,752.21	\$ 59,927.25
	Senior CAD Operator	4	\$ 62,624.76		\$ 63,877.25	\$ 65,154.80	\$ 66,457.89
		5	\$ 68,778.75		\$ 70,154.33	\$ 71,557.41	\$ 72,988.56
		6	\$ 74,932.70		\$ 76,431.35	\$ 77,959.98	\$ 79,519.18
		7	\$ 77,930.01		\$ 79,488.61	\$ 81,078.38	\$ 82,699.95

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
12A	Jr IT Voice & Video Adm	1	\$ 54,389.39		\$ 55,477.18	\$ 56,586.73	\$ 57,718.46
TECH	Oprat Aide	2	\$ 57,687.10		\$ 58,840.84	\$ 60,017.66	\$ 61,218.01
	Program-Tpk	3	\$ 60,984.91		\$ 62,204.61	\$ 63,448.70	\$ 64,717.68
		4	\$ 67,580.40		\$ 68,932.01	\$ 70,310.65	\$ 71,716.86
		5	\$ 74,175.93		\$ 75,659.45	\$ 77,172.64	\$ 78,716.09
		6	\$ 80,771.41		\$ 82,386.84	\$ 84,034.58	\$ 85,715.27
		7	\$ 84,002.28		\$ 85,682.32	\$ 87,395.97	\$ 89,143.89

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
13B	Prop & Materials Asst	1	\$ 58,669.57		\$ 59,842.96	\$ 61,039.82	\$ 62,260.62
TECH		2	\$ 62,432.83		\$ 63,681.49	\$ 64,955.12	\$ 66,254.22
		3	\$ 66,196.13		\$ 67,520.06	\$ 68,870.46	\$ 70,247.87
		4	\$ 73,722.62		\$ 75,197.08	\$ 76,701.02	\$ 78,235.04
		5	\$ 81,249.12		\$ 82,874.11	\$ 84,531.59	\$ 86,222.22
		6	\$ 88,775.69		\$ 90,551.20	\$ 92,362.23	\$ 94,209.47
		7	\$ 92,326.71		\$ 94,173.25	\$ 96,056.71	\$ 97,977.85

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
6B	Part/Inven Stockperson	1		\$ 47,994.47	\$ 48,954.36	\$ 49,933.45	\$ 50,932.12
		10		\$ 75,404.42	\$ 76,912.51	\$ 78,450.76	\$ 80,019.77

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
A04	General Clerk	1	\$ 35,224.71		\$ 35,929.21	\$ 36,647.79	\$ 37,380.75
OCT		2	\$ 37,524.38		\$ 38,274.87	\$ 39,040.37	\$ 39,821.17
		3	\$ 39,823.98		\$ 40,620.46	\$ 41,432.86	\$ 42,261.52
		4	\$ 44,423.24		\$ 45,311.71	\$ 46,217.94	\$ 47,142.30
		5	\$ 49,022.49		\$ 50,002.94	\$ 51,003.00	\$ 52,023.06
		6	\$ 53,621.70		\$ 54,694.13	\$ 55,788.01	\$ 56,903.77
		7	\$ 56,148.96		\$ 57,271.93	\$ 58,417.37	\$ 59,585.72

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
A05	Senior Clerk	1	\$ 36,070.33		\$ 36,791.74	\$ 37,527.57	\$ 38,278.12
OCT		2	\$ 38,399.42		\$ 39,167.41	\$ 39,950.76	\$ 40,749.77
		3	\$ 40,728.49		\$ 41,543.06	\$ 42,373.92	\$ 43,221.40
		4	\$ 45,386.61		\$ 46,294.35	\$ 47,220.23	\$ 48,164.64
		5	\$ 50,044.73		\$ 51,045.62	\$ 52,066.53	\$ 53,107.86
		6	\$ 54,702.85		\$ 55,796.91	\$ 56,912.84	\$ 58,051.10
		7	\$ 57,230.11		\$ 58,374.71	\$ 59,542.20	\$ 60,733.05

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
A06	Accident Records Clerk	1	\$ 36,963.45		\$ 37,702.72	\$ 38,456.78	\$ 39,225.91
OCT	Disbursements Clerk	2	\$ 39,339.47		\$ 40,126.26	\$ 40,928.78	\$ 41,747.36
	Office Services Clerk	3	\$ 41,715.47		\$ 42,549.78	\$ 43,400.77	\$ 44,268.79
	Police Operations Clerk	4	\$ 46,467.47		\$ 47,396.82	\$ 48,344.76	\$ 49,311.65
		5	\$ 51,231.07		\$ 52,255.69	\$ 53,300.80	\$ 54,366.82
		6	\$ 55,971.52		\$ 57,090.95	\$ 58,232.77	\$ 59,397.42
		7	\$ 58,498.77		\$ 59,668.75	\$ 60,862.12	\$ 62,079.37

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
A07	Aide, Public Relations	1	\$ 38,044.17		\$ 38,805.06	\$ 39,581.16	\$ 40,372.78
OCT	Maint Office Asst	2	\$ 40,467.20		\$ 41,276.55	\$ 42,102.08	\$ 42,944.12
	Office Services Aide	3	\$ 42,890.23		\$ 43,748.03	\$ 44,622.99	\$ 45,515.45
	Office Svcs Support Spec	4	\$ 47,736.37		\$ 48,691.09	\$ 49,664.92	\$ 50,658.21
	Police Records Clerk	5	\$ 52,582.39		\$ 53,634.04	\$ 54,706.72	\$ 55,800.86
	Secretarial Aide	6	\$ 57,428.52		\$ 58,577.09	\$ 59,748.63	\$ 60,943.61
	Senior File Clerk	7	\$ 59,955.79		\$ 61,154.91	\$ 62,378.01	\$ 63,625.57

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
A08	Accounts Clerk	1	\$ 39,407.04		\$ 40,195.19	\$ 40,999.09	\$ 41,819.07
OCT	Admin, Aide	2	\$ 41,876.95		\$ 42,714.49	\$ 43,568.78	\$ 44,440.16
	Clerk, Microfilm	3	\$ 44,346.97		\$ 45,233.91	\$ 46,138.58	\$ 47,061.36
	Data Analyst	4	\$ 49,286.96		\$ 50,272.70	\$ 51,278.16	\$ 52,303.72
	Office Services Asst	5	\$ 54,226.91		\$ 55,311.45	\$ 56,417.68	\$ 57,546.03
	Senior Motor Pool Aide	6	\$ 59,166.92		\$ 60,350.26	\$ 61,557.26	\$ 62,788.41
	Senior Secretary-194	7	\$ 61,694.18		\$ 62,928.06	\$ 64,186.62	\$ 65,470.35

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
A09	Admin Secretary/Eng - 194	1	\$ 40,910.75		\$ 41,728.96	\$ 42,563.54	\$ 43,414.81
OCT	Admin Secretary/Tolls-194	2	\$ 43,451.23		\$ 44,320.26	\$ 45,206.66	\$ 46,110.79
	Admin Secretary-194	3	\$ 45,991.65		\$ 46,911.49	\$ 47,849.72	\$ 48,806.71
	Chief File Clerk	4	\$ 51,072.61		\$ 52,094.07	\$ 53,135.95	\$ 54,198.67
	Data Analyst-Traffic	5	\$ 56,153.56		\$ 57,276.63	\$ 58,422.17	\$ 59,590.61
	Emergency Services Asst	6	\$ 61,234.52		\$ 62,459.21	\$ 63,708.40	\$ 64,982.57
	Senior Accounts Clerk	7	\$ 63,761.78		\$ 65,037.02	\$ 66,337.76	\$ 67,664.51
	Senior Data Analyst						

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
A10	Contract Coord.	1	\$ 42,601.95		\$ 43,453.99	\$ 44,323.07	\$ 45,209.53
OCT	Coord, Asst Traffic	2	\$ 45,230.60		\$ 46,135.21	\$ 47,057.92	\$ 47,999.07
		3	\$ 47,859.23		\$ 48,816.42	\$ 49,792.75	\$ 50,788.60
		4	\$ 53,116.43		\$ 54,178.76	\$ 55,262.34	\$ 56,367.58
		5	\$ 58,373.69		\$ 59,541.16	\$ 60,731.99	\$ 61,946.63
		6	\$ 63,630.91		\$ 64,903.53	\$ 66,201.60	\$ 67,525.63
		7	\$ 66,158.18		\$ 67,481.35	\$ 68,830.97	\$ 70,207.59

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
A11	ETC Customer Relations Rep	1	\$ 44,199.53		\$ 45,083.52	\$ 45,985.19	\$ 46,904.89
OCT		2	\$ 46,939.89		\$ 47,878.69	\$ 48,836.26	\$ 49,812.99
		3	\$ 49,662.41		\$ 50,655.65	\$ 51,668.77	\$ 52,702.14
		4	\$ 55,125.27		\$ 56,227.78	\$ 57,352.33	\$ 58,499.38
		5	\$ 60,582.67		\$ 61,794.33	\$ 63,030.21	\$ 64,290.82
		6	\$ 66,035.12		\$ 67,355.82	\$ 68,702.94	\$ 70,076.99
		7	\$ 68,676.52		\$ 70,050.05	\$ 71,451.05	\$ 72,880.07

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
C9	Technology Device Tech - TPK	1		\$ 75,739.71	\$ 77,254.50	\$ 78,799.59	\$ 80,375.59
		2		\$ 79,173.19	\$ 80,756.65	\$ 82,371.79	\$ 84,019.22
		3		\$ 82,606.68	\$ 84,258.81	\$ 85,943.99	\$ 87,662.87
		4		\$ 86,040.16	\$ 87,760.96	\$ 89,516.18	\$ 91,306.51
		5		\$ 89,473.65	\$ 91,263.12	\$ 93,088.39	\$ 94,950.15
		6		\$ 92,582.72	\$ 94,434.37	\$ 96,323.06	\$ 98,249.52

Grade	Title	Step	7/1/2019	10/1/2020	7/1/2021	1/1/2022	7/1/2022
M6	Electrician - Tpk	1		\$ 73,481.36	\$ 74,950.99	\$ 76,450.01	\$ 77,979.01
		2		\$ 78,631.59	\$ 80,204.22	\$ 81,808.31	\$ 83,444.47
		3		\$ 83,781.82	\$ 85,457.46	\$ 87,166.61	\$ 88,909.94
		4		\$ 88,932.04	\$ 90,710.68	\$ 92,524.90	\$ 94,375.39
		5		\$ 92,041.12	\$ 93,881.94	\$ 95,759.58	\$ 97,674.77

APPENDIX B – Maintenance Work Rules MOA (10/23/89)

MEMORANDUM OF AGREEMENT

This Memorandum is between the New Jersey Turnpike Authority and Local 194, International Federation of Professional & Technical Engineers, AFL-CIO and is intended to clarify the status and job rights of certain individual employees affected by a reorganization of Administration directed by the Authority Commissioners.

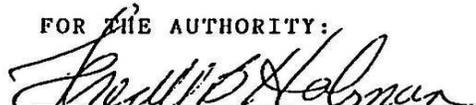
1. Those employees housed in the Maintenance Department with Job Titles of Communications Technicians shall be assigned administratively to Operations Department with no other change in their employment status and/or job rights which shall remain in the Maintenance Department.
2. Those employees housed in the Maintenance Department with Job Titles of Toll Technician shall be assigned administratively to Tolls Department with no other change in their employment status and/or job rights which shall remain in the Maintenance Department.
3. Those employees housed in the Revenue and Data Department which is being eliminated with Job Titles of Data Entry Technicians shall be assigned administratively to Maintenance Department with no other change in their employment status and/or job rights which shall be transferred to the Management Informations System Department with full credit for time spent in the Revenue and Data Department for purposes of Departmental Seniority.

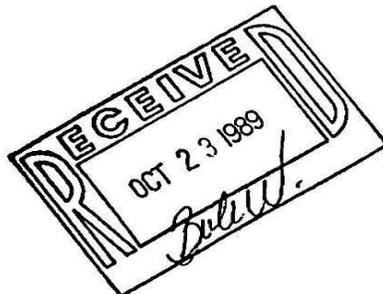
This Memorandum is effective immediately upon such administrative change.

FOR THE UNION:

  
\_\_\_\_\_  
Dino Loreta  
President

FOR THE AUTHORITY:

  
\_\_\_\_\_  
Frank B. Holman  
Executive Director



MEMORANDUM OF AGREEMENT

This Memorandum is between the New Jersey Turnpike Authority and Local 194, I.F.P.T.E., AFL/CIO and is intended to clarify the job rights of certain individual employees affected by the transfer of the Communications Division from the Maintenance Department to the Administrative Services & Technology Department, effective May 2, 1994.

As a result of a decision by the Executive Director, the aforementioned transfer moved the Communications Division from the Maintenance Department which is covered by the Operating (Tolls-Maintenance) Unit to the Administrative Services & Technology Department, which is covered by the Office, Clerical & Technical Unit. This transfer will not affect the rights or contract coverage and/or work rules provided for in said contract covered by the Operating (Tolls-Maintenance) Unit.

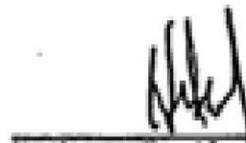
Employees affected are Communications Technicians, Cable Craftpersons, a Parts & Inventory Counterperson and a Maintenance Records Clerk. All present employees in those positions and all future additions and/or replacements in those positions assigned to the Administrative Services & Technology Department for administrative purposes with no other change in their employment status and/or job rights which shall remain in the Maintenance Department.

This Memorandum is effective as of the administrative change and is entered into on this 2nd day of May, 1994.

FOR THE UNION

  
Michael Frommer  
President, Local 194

FOR THE AUTHORITY

  
Herbert I. Olarsch  
Acting Executive Director

MEMORANDUM OF AGREEMENT

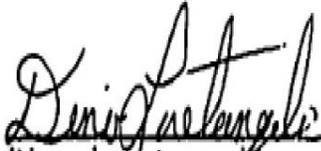
This Memorandum is between the New Jersey Turnpike Authority and Local 194, International Federation of Professional & Technical Engineers, AFL-CIO and is a supplement and change to a Memorandum previously executed concerning reorganization of the Administration.

Paragraph #1 of the previous Memorandum is changed in that the Communications Technicians then assigned to the Operations Department are, together with the Electronics Technicians and Communications Craft Persons, assigned to the Management Informations Systems Department for administrative purposes.

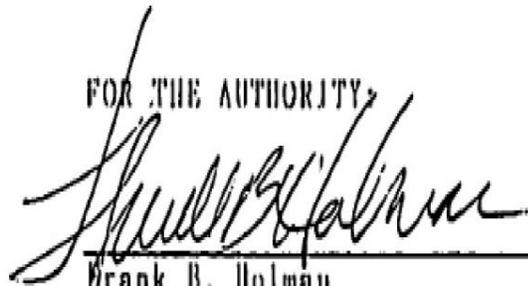
All other applications of the previous Memorandum shall remain.

This Memorandum is effective immediately upon such administrative change.

FOR THE UNION:

  
\_\_\_\_\_  
Dino Loretange  
President

FOR THE AUTHORITY:

  
\_\_\_\_\_  
Frank B. Holman  
Executive Director

# MEMORANDUM OF UNDERSTANDING

December 2004

This Memorandum is by and between the New Jersey Turnpike Authority and Local 194, I.F.P.T.E., AFL/CIO with the purpose of providing for the assignment of certain personnel and job titles presently under the administration of the Maintenance Department to the administration of the Property and Materials Unit of the Administrative Services and Technology Department.

Reference is made to a Memorandum concerning similar changes made by agreement between the parties dated May 2, 1994 which continues in effect and is supplemented by this Memorandum. The 1994 agreement affected Communication Technicians, Cable Craftspersons, and one Parts & Inventory Counterperson and one Maintenance Records Clerk.

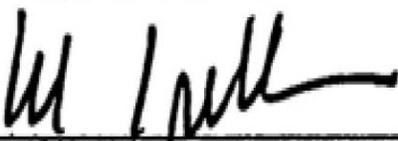
This Memorandum reaffirms that those employees and those covered hereinafter, are assigned to the Administrative Services and Technology Department for administrative purposes, only. No other change in their employment status and/or job rights, which are in the Maintenance Department, shall be affected by this Memorandum. Affected employees are all Parts & Inventory Countermen and three (3) Maintenance Record Clerks.

This Memorandum is entered into this 22<sup>nd</sup> day of December 2004.

FOR THE UNION:

  
Franceline Ehret, President

FOR THE AUTHORITY:

  
Michael Lapolla, Executive Director

**MEMORANDUM OF AGREEMENT**

**NEW JERSEY TURNPIKE AUTHORITY**

**and**

**IFPTE LOCAL 194**

WHEREAS, the New Jersey Turnpike Authority (the "Authority") and IFPTE Local 194 are subject to a collective negotiations agreement ("CNA") with a term of July 1, 2007, through June 30, 2011; and

WHEREAS, the parties seek to create a formal training program for Local 194 Communications Dispatchers to train to become Local 200 Shift Supervisors.

NOW, THEREFORE, in exchange for the covenants contained herein, the parties agree to the following:

**Communications Dispatcher Advancement Program**

**1. Eligibility for and Enrollment in DAP**

- A. Communications Dispatchers with two (2) or more years of experience in the job title are eligible to apply for admission into the Communications Dispatcher Advancement Program ("DAP").
- B. Communications Dispatchers wishing to enroll in the DAP must pass (passing grade is 70 or higher) an enrollment exam consisting of Communications Dispatcher job knowledge and basic skills. The Union will be permitted to have one (1) of its representatives monitor the testing process each time the Authority offers an enrollment exam. All test scores and results shall remain confidential. Within thirty (30) calendar days of the Authority providing the scores to an enrollment exam, the Union may request to review an exam score or scores with the Communications Dispatcher, Human Resources, and Operations Departments.
  - i. All candidates passing the enrollment exam shall be awarded thirty (30) points.
  - ii. Candidates passing the enrollment exam shall be awarded additional points based upon full-time years of service with the Authority. Points shall be awarded on the following basis:

Years of Full-Time NJTA Service	Points
21 years or more	25 points
16-20 years	20 points
11-15 years	15 points
6-10 years	10 points
2-5 years	5 points

Points awarded based on seniority will be added to the candidate's total score.

- iii. The work record of each candidate shall be reviewed by the Authority. Such review will be limited to two (2) years from the date of the enrollment exam with

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respect to discipline and three (3) years from the date of the enrollment exam with respect to attendance. Points will be deducted from those candidates based upon a review of their work history as follows:

**Discipline (prior 2 years):**

Suspension of 3 days or fewer	5 points deducted (for each)
Suspension of 4 or more days	10 points deducted (for each)

**Attendance (Prior 3 years):**

Chronic Absenteeism 2 yr. (exhausted annual sick allotment 2 consecutive years)	5 points deducted
Chronic Absenteeism 3 yr. (exhausted annual sick allotment 3 consecutive years)	10 points deducted

To be considered hereunder, the discipline must have been adjudicated at the Hearing Officer level or agreed upon by way of a settlement or disciplinary agreement. Disciplinary action that is pending an arbitration decision shall not be considered. If however, a Communications Dispatcher is admitted into DAP who has a disciplinary charge pending in arbitration, and the arbitration is subsequently decided against the Communications Dispatcher, such an employee may be removed from the DAP based on the severity of the discipline imposed as a result of the arbitration.

Candidates from whom twenty (20) or more points are to be deducted shall be eliminated from inclusion in the DAP.

Candidates with fewer than twenty (20) points to be deducted are eligible to be in the DAP.

Points remaining after the foregoing deductions shall be added to the candidate's total score.

- iv. At the conclusion of the process set above, the total number of points awarded to each candidate shall be tallied. A promotional list of no more than five (5) Communications Dispatchers shall be created with the five (5) candidates who have the 5 highest scores. In the case of tied scores, the candidate with the higher job classification seniority shall prevail. Thereafter, candidates will be ranked on the promotional list by job classification seniority. Ties in job classification seniority shall be broken first by Departmental Seniority and second by Full-Time Authority Seniority.

**2. Enrollees In DAP**

- A. All Communications Dispatchers accepted into DAP will receive eighty (80) hours of training to include classroom and field orientation.
- B. Selection for DAP training will be based on equalization of hours. An up-to-date list of hours in the training program will be maintained by the Administrative STMC Secretary of the Operations Department and shall be available upon request. A time limit of six

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(6) months will be allowed to accumulate the necessary eighty (80) hours. The Authority will afford the Dispatcher sufficient opportunity to accumulate the necessary number of hours. Trainees who are absent from work because they are on leave for Temporary Disability Benefits, Workers' Compensation, FMLA, or FLA, will be granted and extension to the six (6) month time period equal to the period of absence.

- C. Trainees may be expelled from DAP for disciplinary action adjudicated at the Hearing Office Level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: attendance, insubordination, theft of Authority property, inability to conform to Operations Department procedures, or patron complaints. In the event a trainee is expelled, the trainee will be eligible for reinstatement (subject to the above DAP captioned provisions) in the next cycle.
- D. Communications Dispatchers' hourly rates, which includes longevity where applicable, will be increased by four percent (4%) for hours worked in DAP training.
- D. Upon completion of DAP training, the Communications Dispatcher shall submit to a written examination on all materials covered. Any Communications Dispatcher failing the examination (69 or below is a failing score) will be expelled from the program. Any expelled trainee expelled will be eligible for reinstatement into DAP, subject to the requirements set forth above, in the next cycle. Each examination offered will be monitored by a Union appointee. Applicants may opt for an oral exam, which shall also be subject to Union monitoring. All test scores and results shall remain confidential, however, a DAP trainee who fails the written/oral exam shall be permitted to review the exam with representatives from the Union and the Operations and Human Resources Departments.
- E. Communications Dispatchers in DAP who successfully pass the examination following the completion of the 80 hours of training, shall be paid for hours worked in DAP at the higher of the hourly start rate of a Local 200 Shift Supervisor or an additional four percent (4%) compensation. If an employee receives longevity pay it shall be added to the employee's DAP rate.

**3. Promotion to Local 200 Shift Supervisor**

- A. Promotions to the position of Local 200 Shift Supervisor shall be offered to the DAP candidate who has the highest job classification seniority. Ties in job classification seniority shall be broken first by Departmental Seniority and second by Full-Time Authority Seniority.
- B. An enrollee in DAP may decline a promotion on one (1) occasion. If the DAP enrollee declines a promotion on a second occasion, he shall be removed from the program. In the event a DAP enrollee is expelled, the trainee will be eligible for reinstatement, subject to the eligibility requirements above, in the next cycle.
- C. DAP Dispatchers must maintain a favorable work record. Failure to do so will result in expulsion from DAP. Favorable work records shall be based on disciplinary action adjudicated at the Hearing Office Level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: attendance, insubordination, theft of

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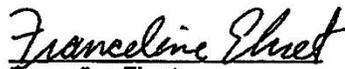
Authority properly, inability to conform to Operations Department procedures, or patron complaints.

**4. DAP Cycles**

- A. The initial DAP list shall be created between July 1, 2013 and August 30, 2013, and shall be in effect for a period of three (3) years ending August 30, 2016, at which time a new list shall be created pursuant to the above process. DAP cycles will be for three (3) year periods but if a DAP list is exhausted in fewer than three (3) years, a new list shall be created. After the initial list, the commencement date of the 3-year period shall be the date of the enrollment examination. After each DAP cycle commences, no new entrants will be accepted.
- B. If a Communications Dispatcher remains in DAP for an entire 3-year cycle and is not promoted to Shift Supervisor, such Communications Dispatcher will automatically be placed in one of the five DAP positions in the next cycle, if the Communications Dispatcher desires to remain in DAP. If such a Communications Dispatcher declined a promotion in initial 3 year cycle, he will be expelled from DAP if he declines his first promotional offer in his second DAP cycle.
- C. Any Communications Dispatcher who withdraws or is expelled during the first thirty (30) months of a program cycle will not be allowed to re-enter until the next cycle.
- D. Any Communications Dispatcher who is expelled during the final six (6) months of a program cycle will be ineligible to apply for the next DAP cycle.
- E. Upon the conclusion of the program, all DAP Dispatchers from the prior cycle who are entering the new cycle will be given twenty (20) hours of training. These twenty (20) hours will consist of ten (10) hours of refresher training; and ten (10) hours for technological advances.

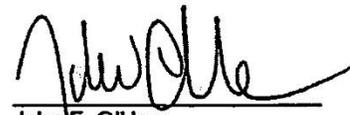
**AGREED:**

For IFPTE Local 194

  
Franceline Ehret,  
President

6/18/13  
Date

For the New Jersey Turnpike Authority

  
John F. O'Hern,  
COO & DED

6/18/13  
Date

c: M. Garrity      H. Eibel      B. Rehberger  
    N. Holmes      Local 194