

AGREEMENT

BETWEEN

NEW JERSEY TURNPIKE AUTHORITY

AND

**NEW JERSEY TURNPIKE SUPERVISORS
ASSOCIATION**

LOCAL 200 and 200A, I.F.P.T.E., AFL/CIO-CLC

September 24, 2007 through September 23, 2011

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AGREEMENT BETWEEN

NEW JERSEY TURNPIKE AUTHORITY

AND

LOCAL 200, I.F.P.T.E., AFL/CIO-CLC

This agreement, approved on June 27, 2008 and effective September 24, 2007 at 12:01 a.m. through September 23, 2011 at 12:00 midnight, is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority" and Local 200 and 200A, I.F.P.T.E., AFL/CIO-CLC, hereinafter referred to as the "Association."

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 supervisors' need for fair compensation, working conditions and benefits, and 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 Association join themselves together to observe in good faith the terms of this Agreement.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. Pursuant to the applicable New Jersey Law.

ARTICLE II

Recognition

The Authority recognizes the Association as exclusive representative of the Supervisors in the Authority's Engineering, Finance/Budget, Operations, and Technology and Administrative Services Departments, and Turnpike Division Toll Collection and Turnpike Division Maintenance as certified by the Public Employment Relations Commission in its written opinion dated August 17, 1989 and October 22, 1997 in accordance with the Laws and Constitution of the State of New Jersey. Additionally, the Authority recognizes Local 200A as the exclusive representative of Turnpike Division Interchange Managers in accordance with the M.O.U. dated 12/9/02.

ARTICLE III

Payroll Dues Deductions

The Authority agrees to deduct from the compensation of any member of the Association, ½ of 1% of the supervisor's base salary, for the purpose of paying the supervisor's dues and assessments to the Association, provided said supervisor makes such request, in writing, to the Authority's Payroll Section.

Monies so deducted by the Authority will be transmitted to the Association.

Any such written request for the deduction of such dues or assessments, as stated above, may be withdrawn by the supervisor at any time upon the filing of a Notice of Withdrawal with the Authority's Payroll Section. The filing of such Notice of Withdrawal shall be effective, to halt deduction of said monies, as of January 1 or July 1, the next succeeding date of which the Notice of Withdrawal is filed.

ARTICLE IV

Unit Identification

The Association consists of all full-time supervisors in the Engineering, Finance/Budget, Operations, Technology and Administrative Services Departments, Offices of Patron Services and Automotive Services Divisions, and the Turnpike Division Toll Collection and Turnpike Division Maintenance Departments under Certification of the Public Employment Relations Commission dated August 17, 1989, Docket No. RO-89-145 and October 22, 1997 Docket No. RO-93-47. Local 200A, I.F.P.T.E., AFL/CIO-CLC consists of all full-time Interchange Managers.

ARTICLE V

Non-Discrimination

The Authority and the Association recognize the Constitutional equality of each and every supervisor, and agree that no supervisor shall be discriminated against in the course of his or her employment with this Authority by reason of age, sex, color, creed, nationality, political affiliation and union activity, disability, marital status and veteran's status or any other status protected by law. The Authority and the Association agree that matters filed under the Authority's procedure for sexual harassment and/or discrimination complaints, shall be separate and apart from this Agreement's Grievance Procedure set forth in Article XIV or the Disciplinary Action Procedure set forth in Article XV.

After a complaint is filed and the Authority conducts an investigation, the Authority's Executive Director will issue a Decision whether the Authority's Policy on Discrimination and/or Sexual Harassment was violated and the discipline to be imposed against any supervisor found to have violated this Policy.

In the event the Decision of the Executive Director results in the imposition of discipline, and that Decision is upheld by the Authority's Board of Commissioners, the Association may upon its execution of a Confidentiality Agreement obtain a copy of the report prepared by the investigators who investigated the internal complaint. The names of the Complainant and witnesses as well as any other privileged or confidential material shall be redacted from the Investigation Report. In the event the parties proceed to arbitration, the Association may then obtain a copy of the investigator's report in which the names of the complainant and witnesses shall be revealed. However, any privileged information will continue to be redacted.

The Association may submit the imposition of supervisor discipline to binding arbitration pursuant to the rules of the Public Employment Relations Commission ("PERC") and said arbitration shall be conducted pursuant to the Rules of PERC. All requests for binding arbitration shall be filed within fifteen (15) business days from receipt of the Investigation Report.

The Arbitrator shall conduct a hearing de novo and decide only the appropriateness of discipline imposed, if any. In no event shall the Arbitrator decide whether the Authority's Discrimination and Sexual Harassment Policy was violated.

The cost of arbitration shall be borne equally by both parties.

ARTICLE VI

Maintenance of Membership

- A. It is the intent of this Agreement to preserve the security and integrity of the negotiating unit as herein defined and as contemplated by the Constitution and laws of the State of New Jersey. In view of the fact that the Association, as the exclusive negotiating agent for all supervisors, is obligated to represent fairly and without discrimination all supervisors within the unit, whether or not they are members, it is recognized that there is a corollary obligation on the part of said supervisors to compensate the Association for its expenses of such representation.
- B. When the New Jersey Supreme Court declares maintenance of membership to be legal, the following provisions will be effective the first of the month next following the month of such decision:
 - 1. The Association covenants and represents that it conducted an election for its members concluding on August 17, 1989 and October 22, 1997, wherein the Association membership exercised its option to accept or reject maintaining its membership during the term of this Agreement. All present members of the Association, having exercised said option, shall remain members of the Association for the term of this Agreement. All supervisors who are not now members may remain non-members. However, if said supervisors who are otherwise eligible for membership, they may become members of the Association. All new supervisor s of

the negotiating unit shall have thirty (30) days in which to become members of the Association or remain non-members. However, if said new supervisors are otherwise eligible for membership, they may become members of the Association at any time. Those who elect to become members of the Association will remain so for the life of the Agreement.

2. For those who remain in the Association or become members of the Association, continued membership shall be a condition of employment for the life of the Agreement.
- C. Effective January 1, 1990, each supervisor covered by this Agreement shall, as a condition of employment, be required to pay a fee equal to eighty-five (85%) percent of the normal dues and assessments of the Association unless such supervisor is a member of the Association. Fees deducted from the supervisor shall be transmitted to the Association.

ARTICLE VII

Classes of Supervisors

A. Permanent Supervisor

A full-time supervisor who has successfully completed the probationary test period as prescribed by the Authority and has been assigned a Supervisory position.

B. Probationary Supervisor

A supervisor who is promoted by the Authority to fill a permanent Supervisory position on a full-time basis, and who is in the process of completing the prescribed working test period.

C. Temporary Supervisor

Any Turnpike Division Maintenance supervisor who is temporarily assigned to a higher pay grade supervisory position shall be paid the supervisor's regular rate plus \$1.00 per hour while serving in that temporary supervisory position. In the event that the supervisor is promoted on a permanent basis, every consideration to the time served in the temporary assignment will be given to the supervisor when being placed within the salary grade of the new position. In the event that the supervisor is promoted to the permanent supervisory position, job classification seniority will be established upon the effective date of the permanent promotion. The terms of the contract's bid procedure will determine the promoted supervisor's job location.

D. Temporary Toll Plaza Supervisor

A full-time Toll Collector who is assigned as a temporary substitute for a full-time Toll Plaza Supervisor who has been summarily suspended for theft and/or pilferage or who has been

absent for a period of eighteen (18) days inclusive of Saturdays, Sundays and holidays for sick leave, temporary disability or worker's compensation.

Except that if an absence due to any of the above circumstances is known from the outset to exceed eighteen (18) days, the replacement with a Temporary Toll Plaza Supervisor can occur as soon as possible thereafter.

ARTICLE VIII

Hours of Work, the Work Day and Work Week

A. MAINTENANCE DEPARTMENT, TURNPIKE DIVISION

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. The current seven (7) day work cycle shall continue.
2. The regular working hours for the standard shifts will run 8:00 a.m. to 4:30 p.m. on Mondays through Fridays, excluding holidays and are not required to work before or after, only to the extent that they are requested to work overtime as authorized. Non-standard shifts, similarly, shall consist of an eight (8) hour work day. All shifts shall include two (2) fifteen (15) minute break periods, and shall be exclusive of one half (1/2) hour lunch period.
3. Shift location assignments shall be based on a job bid procedure, by seniority classification with the following exceptions:
 - a) If an assignment will benefit the Supervisor's career and/or the Turnpike's operational procedures at the time of the assignment.
 - b) A full written explanation for the assignment will be given to the Supervisor involved and the Association.
 - c) No assignments will be made arbitrarily without the consent of the Supervisor involved.
4. 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.
5. There shall be two (2) consecutive days off in each normal week.

On the shifts where a Foreman grants an assistant the day off, his days off may not be consecutive, otherwise he will have two (2) consecutive days off.

6. Building Divisions Trades supervisors will be paid six (6) hours straight time pay for each day a supervisor has the duty book on a paid holiday and/or scheduled day off.

7. Effective November 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

Supervisors 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. Supervisors will be paid for a thirty (30) minute dinner from 1:00 a.m. to 1:30 a.m.

B. TOLL COLLECTION DEPARTMENT, TURPIKE DIVISION

1. The scheduled work week for the Toll Collection Department is forty (40) hours per week, consisting of five (5) eight (8) hour work days in any one (1) work week. The current seven (7) day work cycle shall continue. Break periods shall be made available consistent with past practice.

2. Each Supervisor's work week shall be set forth in a published schedule indicating his/her initial and concluding hour. The work week for all supervisors will commence with the number one (1) shift each Monday and continue through the number three (3) shift the next following Sunday night.

3. The Toll Collection operation shall employ the following shifts:

- Shift 1 - 10:00 p.m. to 6:00 a.m.
- Shift 2 - 6:00 a.m. to 2:00 p.m.
- Shift 2B - 10:00 a.m. to 6:00 p.m.
- Shift 3 - 2:00 p.m. to 10:00 p.m.

4. Whenever possible, Supervisors shall be given two (2) consecutive days off in each scheduled work week, consistent with past practice.

5. The regular work day shall include no more than one (1) eight (8) hour shift. Any changes shall be subject to approval by both the Authority and the Association.

6. The work day will consist of a twenty-four (24) hour period beginning at the time of the start of the Supervisor's regularly scheduled shift. In no event will the Supervisor 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.

7. (a) Rebidding of all schedules will occur as needed. Selection for a position shall be by Job Classification Seniority.

- (b) Nothing herein shall prohibit the parties from establishing and posting modified schedules of work dictated by changing traffic patterns.

Tour swaps shall be permitted subject to the approval of the Division Manager.

- 8. A seven (7) week work schedule shall be posted two (2) weeks in advance of the effective date. No modifications to posted Vacation Relief schedules shall occur unless mutually agreed upon by the Supervisor involved and the Division or Assistant Division Manager.
- 9. Vacation Relief Supervisors are guaranteed a minimum of one (1) weekend off in each seven (7) week period, not including his/her vacation.
- 10. Shift and location assignment schedules are based on a Job Classification Seniority based bidding procedure. Other than as a result of said bidding procedure, no person shall have his/her assignment changed except to meet an unforeseeable emergent circumstance affecting the welfare of patrons.
- 11. Tolls Equipment Maintenance supervisors will be paid six (6) hours straight time pay for each day a supervisor has the duty book on a paid holiday and/or scheduled day off.

C. NETWORK OPERATIONS

Post a seven (7) week schedule, two (2) weeks in advance of the effective date. No changes made to the schedule without the mutual consent of the Supervisor and the Manager involved unless there is an emergency.

In a July 11, 1996 MOU between the Authority and the Association, Network Operations Supervisors were granted comp time for holding the duty book. Effective August 4, 2008, comp time will not be granted to Supervisors in Network Operations. Also, effective August 4, 2008, Network Operations Supervisors will be paid six (6) hours straight time pay for each day a supervisor has the duty book on a paid holiday and/or scheduled day off.

D. OPERATIONS DEPARTMENT – TRAFFIC OPERATIONS CENTER SHIFT SUPERVISORS

- 1. The scheduled work week for the Traffic Operations Center Shift Supervisors is forty (40) hours per week, consisting of five (5) eight (8) hour work days in any one work week. The current seven (7) day work cycle shall continue.

Break periods shall be made available consistent with past practice.

- 2. Each Supervisor's work week shall be set forth in a published schedule indicating his/her designated shift which times are set forth in Article VIII (D) 3. The published schedule will be posted for a five (5) week period, two (2) weeks in advance of the effective date.

No changes shall be made to the schedule without the mutual consent of the Supervisor and the Manager involved.

3. The Traffic Operations Center Shift Supervisors shall employ the following shifts:

Shift 1 - 10:30 p.m. to 6:30 a.m.

Shift 2 - 6:30 a.m. to 2:30 p.m.

Shift 2A - 6:30 a.m. to 2:30 p.m.

Shift 3 - 2:30 p.m. to 10:30 p.m.

Shift 3B - 2:30 p.m. to 10:30 p.m.

Any change to the above-referenced shifts shall be after discussion with the Association whose consent will not be unreasonably withheld.

4. The regular work day shall include no more than one (1) eight (8) hour shift. Any changes to the regular work day shall be subject to approval by both the Authority and the Association.
5. The work day will consist of a twenty-four (24) hour period beginning at the time of the start of the Supervisor's regularly scheduled shift. In no event will the Supervisor 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.

E. OPERATIONS DEPARTMENT – TRAFFIC CONTROL SUPERVISORS

1. The scheduled work week for the Traffic Control Supervisors is forty (40) hours per week, consisting of five (5) eight (8) hour work days in any one work week. The current seven (7) day work cycle shall continue.
2. Each Supervisor's work week shall be set forth in a published schedule indicating his/her initial and concluding hour. The published schedule will be posted for a seven (7) week schedule, two (2) weeks in advance of the effective date. No changes shall be made to the schedule without the mutual consent of the Supervisor(s) and the Manager involved. The work week for all supervisors will commence with the number one (1) shift each Monday and continue through the number three (3) shift the next following Friday night, excluding holidays.

3. The Traffic Control Supervisors shall employ the following shifts:

Shift 1 - 10:00 p.m. to 6:00 a.m.

Shift 2 - 6:00 a.m. to 2:00 p.m.

Shift 2A - 8:00 a.m. to 4:00 p.m.

Shift 3 - 2:00 p.m. to 10:00 p.m.

Shift 4 - 6:00 p.m. to 2:00 a.m.

Any change to the above-referenced shifts shall be after discussion with the Association whose consent will not be unreasonably withheld.

4. The regular work day shall include no more than one (1) eight (8) hour shift. Any changes to the regular work day shall be subject to approval by both the Authority and the Association.
5. The work day will consist of a twenty-four (24) hour period beginning at the time of the start of the Supervisor's regularly scheduled shift. In no event will the Supervisor 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.

F. HIGHWAY ADVISORY RADIO MANAGER

1. The scheduled work week for the Highway Advisory Radio Manager shall be forty (40) hours per week, consisting of five (5), eight (8) hour work days. The current seven (7) day work week cycle shall continue.
2. The past practice now in effect for payment of off-duty work shall continue such that any payment for off-duty work is for hours actually worked only.
3. Breaks shall be consistent with past practice which includes a one (1) hour lunch period.

G. INTERCHANGE MANAGERS

1. The scheduled work week for the Toll Collection Department is forty (40) hours per week, consisting of five (5) eight (8) hour work days in any one work week. The current seven (7) day work cycle shall continue. Break periods shall be made available consistent with past practice.
2. Each Interchange Manager's work week shall be set forth in a published schedule indicating his/her initial and concluding hour. The work week for all supervisors will commence with the number one (1) shift each Monday and continue through the number three (3) shift the next following Sunday night.

3. The Interchange Managers shall employ the following shifts:

Shift 2: 6:00 a.m. to 2:00 p.m.
Shift 2A: 9:00 a.m. to 5:00 p.m.
Shift 2B: 11:00 a.m. to 7:00 p.m.

4. Whenever possible, Interchange Managers shall be given two (2) consecutive days off in each scheduled work week, consistent with past practice.
5. The regular workday shall include no more than one (1) eight (8) hour shift. Any changes shall be subject to approval by both the Authority and the Association.
6. The workday will consist of a twenty-four (24) hour period beginning at the time of the start of the Interchange Manager's regularly scheduled shift.
7. When a vacancy occurs, a selection will be made based on job classification seniority.
8. A seven (7) week work schedule shall be posted two (2) weeks in advance of the effective date.
9. Shift and location assignment schedules shall be consistent with past practice.

H. ALL OTHER SUPERVISORS

1. The scheduled work week for all other supervisors shall be thirty-five (35) hours per week, consisting of five (5), seven (7) hour work days. The current seven (7) day work week cycle shall continue.
2. The regular working hours for supervisors shall continue with current practice and hours, Monday through Friday, excluding holidays. All shifts shall consist of a seven (7) hour work day inclusive of current practice of breaks and lunch periods.

ARTICLE IX

Pay Policies

A. GENERAL

1. Job Classifications and Salary Ranges

- a) The job classifications for supervisors are shown in Appendix C along with the salary ranges.
- b) All new supervisors and newly promoted Supervisors will serve an active probationary period of six (6) months commencing with the date of promotion. There will be an option to provide for up to a six (6) month extension in the event unusual

circumstances are involved. The total probationary period shall not exceed one (1) year. The six (6) month rate of pay shall not become effective until the satisfactory completion of the probationary period. The one (1) year rate shall become effective six (6) months from the date of the approved six (6) month increase and the two (2) year increase on the anniversary date of the one year increase. Probationary supervisors will receive periodic reviews and counseling throughout the probationary period.

- c) In the event the Authority adds new Job Classifications during the life of this Agreement, said classification shall be forwarded to the Association together with the Job Description and Salary Range prior to being put into effect. Such changes shall become part of the Appendix.
- d) The Authority agrees to pay fifteen (15) minutes of overtime per day to provide for swing period for supervisors working a 24/7 schedule including Division shift supervisors. The fifteen (15) minutes of overtime is paid for only hours worked and does not apply to sick, vacation, temporary disability or any other non-working time. No supervisor can earn the fifteen (15) minutes of overtime when working consecutive shifts at the same location.
- e) Effective the last bi-weekly pay September 2008, all supervisors will be placed on a bi-weekly pay schedule, with the pay day being Tuesday.

2. Shift Differential

- a) A shift differential shall be paid to all supervisors except those in the Administrative Unit assigned to non-rotating shifts other than Monday through Friday, 8 a.m. to 4:30 p.m., or 9 a.m. to 5 p.m. according to the schedule below:

7/1/07	\$1.15
7/1/09	\$1.20

- b) All Supervisors on a rotating shift shall receive a shift differential according to the schedule:

7/1/07	\$1.55
7/1/09	\$1.60

- i. Rotating shift is understood to mean any Supervisor scheduled to work rotating days and shift or shifts.

Shift differential shall be added to base salary for all members for pension purposes if possible.

- c) For purposes of any paid leave time, such as holidays, vacations, sick leave, etc., a supervisor shall be paid at the differential rate, if any, effective immediately prior to the leave.
- d) Shift differential will apply to the supervisor assigned to the shift for regular duty and not overtime. Supervisors working overtime shall be paid at the overtime rate computed for the shift for which they are regularly assigned.

3. Productivity Incentive Program

- a) Productivity Incentive Program will be administered by the Manager of the Business Unit to which the affected supervisor reports. Appraisals will result in either a pass or fail rating. Members of the Association will be rated by their respective management.
- b) Performance criteria for appraisal is as follows:
 - i. Attendance. This includes issues of tardiness and conformance to allotted sick allowance.
 - ii. Proper enforcement of the terms and conditions of the Agreements between the Authority and the Association and Local 194, I.F.P.T.E., AFL/CIO-CLC; and Local 97, where applicable.
 - iii. Effective management of subordinate overtime.
 - iv. Maintenance of cooperative relationship between all levels of management, supervision, and rank and file.
- c) Each supervisor shall meet with the manager of his/her business unit no later than six (6) months from the start of the appraisal period to discuss employment performance and areas of deficiency.
- d) Those supervisors who receive a “pass” appraisal rating will qualify for a four hundred and fifty dollars (\$450.00) incentive bonus based on the performance review in each year of the contract with the ability to earn bonuses on the following dates:

7/1/08
7/1/09
7/1/10
7/1/11

- e) Each newly hired or newly promoted supervisor who is otherwise eligible for a PIP bonus and who has served more than three (3) months and up to six (6) months in the position, shall receive half of the bonus or \$225. Each newly hired or newly promoted supervisor who is otherwise eligible for the PIP bonus and who has served more than

six (6) months in the position, shall receive the full bonus or \$450. In all cases, the supervisor must have met the performance standard for receiving a PIP bonus.

- f) Supervisors who receive a “fail” appraisal rating will not qualify for an incentive bonus.
- g) Appeals of final performance appraisals will be reviewed by a committee comprised of one (1) Management representative and one (1) Association representative. The Management representative will be appointed by the Executive Director and will be outside the affected supervisor’s department. An appeal must be filed within five (5) working days of the completed appraisal; findings of the committee must be submitted to the Executive Director within ten (10) working days of the receipt of the committee’s recommendation. In the event that the committee cannot reach a joint recommendation, then each representative will submit a recommendation to the Executive Director. The Executive Director’s decision is final.
- h) At no time can PIP move a supervisor above the top of range for the salary for his job classification. If PIP brings a supervisor over the top of the range for his/her pay grade, the bonus will not be applied to his/her base salary. For example, a supervisor is three hundred dollars (\$300) below the top of range for his pay grade. If the supervisor receives the \$450 PIP, \$300 will go into his base salary and \$150 will be paid off-base.

B. MAINTENANCE DEPARTMENT, TURNPIKE DIVISION

1. Meal Allowance Application

For overtime of two (2) or more hours, a meal allowance will be paid. Supervisors who are required to work more than ten (10) continuous hours will receive one-half (1/2) hours off with pay and a meal allowance. During a declared emergency or snow or ice condition, the Authority will grant a meal allowance after each additional eight (8) hour period over the first ten (10) hours and appropriate time off for additional meals.

2. Paychecks

Effective the last bi-weekly pay September 2008, all supervisors will be placed on a bi-weekly pay schedule, with the pay day being Tuesday.

Holiday and overtime pay, mileage, and meal allowance will be paid within fourteen (14) days following the last day of the pay period in which the same were incurred.

3. Overtime Pay

- a) The work day and work week of Supervisors of the Maintenance Department have been described previously. Each Supervisor 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 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, supervisors working the 4-day, 10 hour shift, their 7 day week shall be from Midnight Sunday to Midnight Sunday.

- i. In emergency situations involving snow and ice control, time and one-half (1-1/2) shall be paid for all scheduled hours worked after twenty-four (24) consecutive hours by Association members (Salary Grades IX through Salary Grade XII).
- b) Assignment for overtime duty shall be according to rules promulgated by the Maintenance Department and the Association and as approved by the Department Head.
- i. When held over for overtime beyond the scheduled working hours, each Supervisor will be paid for hours actually worked.
 - ii. If a supervisor has arrived at his regular job location prior to the normal starting time and is directed to commence work, he shall be paid solely on the basis of time and one-half (1-1/2) pay for hours worked prior to the normal starting time.
 - iii. If called in for emergency duty, a minimum of four (4) hours pay will be guaranteed at time and one-half (1-1/2).
 - iv. A rotation overtime list will be kept by the appropriate Foreman or Assistant Foreman on duty and posted. This will not be subjected to grievance procedures. An overtime list and rules will be set up in each department, section and Trades.
- c) Effective November 1, 2007, supervisors cannot work overtime when on either Sick leave or Workers' Compensation.

4. Snow Bonus

Members of the bargaining unit are eligible to earn a snow bonus for each snow season (November 15 – April 15). The snow bonus amount shall be as follows:

- \$1,100 for 2007-2008 snow season
- \$1,100 for 2008-2009 snow season
- \$1,300 for 2009-2010 snow season
- \$1,300 for 2010-2011 snow season

Members of the bargaining unit shall earn the snow bonus, which is set forth above, for fighting snow/ice in accordance with the attendance schedule below. The bonus shall be paid on or about May 1 following each snow season. For purposes of this provision, an

“event” means that a supervisor worked snow/ice duty outside of his regularly scheduled shift.

Number of events supervisor worked snow duty	Percentage of Snow Bonus earned
0-2	0%
3-4	50%
5-7	75%
8 or more	100%

If there are no snow events during the course of a snow season, no snow bonus will be paid.

C. TOLL COLLECTION DEPARTMENT, TURNPIKE DIVISION

1. Paychecks

Effective the last bi-weekly pay September 2008, all supervisors will be placed on a bi-weekly pay schedule, with the pay day being Tuesday.

Holiday and overtime pay, mileage, and meal allowance will be paid within fourteen (14) days following the last day of the pay period in which the same were incurred.

2. Overtime Equalization

Assignment for overtime duty shall be according to rules promulgated by the Toll Collection Department and the Association, which shall not be in conflict with the provisions of this Article.

Each Supervisor will work 30% of the overtime offered on a monthly basis. Each Supervisor will be reviewed on the number of overtime opportunities accepted. The first review period will be sixty (60) days and each thirty (30) days thereafter. Failure to work the established minimum percentage of overtime offered will subject the Supervisor to disciplinary action. Extended absences for illness or vacation will be taken into account when determining the Supervisor’s acceptance of overtime.

Upon attaining \$100,000.00 in annual salary due to overtime, plaza supervisors will be removed from the overtime equalization list. Upon attaining the \$100,000.00 mark, these plaza supervisors shall be placed on a separate overtime rotation list and, if in managements’ sole discretion, said supervisors are needed they will be called in order of seniority off the exalted overtime rotation list. However, it is understood by both parties that the use of the exalted list shall be purely discretionary to the Authority.

Effective November 1, 2007, supervisors cannot work overtime when on either sick leave or Workers' Compensation.

3. Meal Allowance

In case of a holdover or call-in of two (2) or more hours, a meal allowance shall be paid.

D. NETWORK OPERATIONS

The Network Operations Supervisors will be canvassed first to cover the vacancies and other manpower needs before the Senior Network Operations Supervisor can perform their work.

E. OPERATIONS, ENGINEERING, FINANCE/BUDGET, AND TECHNOLOGY AND ADMINISTRATIVE SERVICES DEPARTMENTS

1. Meal Allowance

If called in to work two (2) hours prior to the start of the supervisor's shift or held over for two (2) or more hours after the end of the supervisor's shift, a meal allowance will be paid. During a declared emergency or snow or ice condition, the Authority will grant a meal allowance after each additional eight (8) hour period over the first ten (10) hours and appropriate time off for additional meals.

2. Paychecks

Holiday and overtime pay, mileage, and meal allowance will be paid within fourteen (14) days following the last day of the pay period in which the same were incurred.

3. Shift Differential

Shift differential for the Administrative Unit is as follows:

	Rotating Shifts (Mon-Fri)	Rotating Shifts & Rotating Days
7/1/07	\$1.05/hour	\$1.40/hour
7/1/09	\$1.10/hour	\$1.45/hour

Shift differential shall be added to base salary for all members, for pension purposes if possible.

4. Overtime Pay

- a) Each Supervisor will be available for a reasonable amount of overtime. Overtime pay at the rate of time and one-half (1-1/2) shall be paid for any work in excess of the regular workday.

In emergency situations involving snow and ice control, time and one-half (1-1/2) shall be paid for all scheduled hours worked after twenty-four (24) consecutive hours by Association members (Salary Grades IX through XII).

b) Assignment of overtime duty shall be according to the rules promulgated by the Operations Department and the Association.

- i) When held over for overtime beyond the regular work day, each Supervisor will be paid for the hours actually worked.
- ii) If a supervisor has arrived at his regular job location prior to the scheduled starting time and is directed to commence work, he shall be paid solely on the basis of time and one-half (1-1/2) pay for hours worked prior to the scheduled starting time.
- iii) If a Traffic Operations Center Shift Supervisor is called in for a meeting, a minimum of four (4) hours pay will be guaranteed at time and one-half (1-1/2). If a Traffic Operations Center Shift Supervisor is called in for emergency duty, a minimum of two (2) hours pay will be guaranteed at time and one-half (1-1/2).

c) Traffic Operations Center Shift Supervisors

- i) Scheduled Traffic Operations Center Shift Supervisors will be canvassed first to cover a vacant shift. In the event a Supervisor refuses or is not available, a Supervisor scheduled off may be called to cover the portion of the vacant shift, or if need be, the entire shift.
- ii) The 2A shift will be used to cover absences with twelve (12) hours off maintained between scheduled shifts. If in the event less than twelve (12) hours off exists between shifts, two (2) hours at straight time will be paid additional.

d) Traffic Control Supervisors

- i) The Traffic Control Supervisor scheduled to work the Office Duty Shift may be reassigned to provide coverage for an absence that extends for five (5) or more days or as extra coverage for other roadway shifts, if needed.
- ii) The scheduled Traffic Control Supervisors will be held over or called in to provide coverage for open shifts due to individual vacation, sick, or personal leave days. A rotating overtime list will be maintained.

F. INTERCHANGE MANAGERS

1. Paychecks

Interchange Managers will be paid on a bi-weekly basis with Tuesday being the pay day. Holiday and overtime pay, mileage, and meal allowance will be paid within fourteen (14) days following the last day of the pay period in which the same were incurred.

2. Meal Allowance

Meal allowance shall be paid consistent with the meal allowance paid to all other Association members assigned to the Toll Collection Department, Turnpike Division.

3. Overtime

When overtime occurs, Interchange Managers will be paid at straight time for any work in excess of an eight (8) hour workday to the extent that it is pre-approved by the Director, or in response to inclement weather or emergency situation.

ARTICLE X

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 Authority Seniority, which shall consist of the accumulated continuous employment of the supervisor with the Authority.
2. Departmental Seniority, which shall consist of a supervisor's continuous service within a department.
3. Job Location Seniority, which shall consist of a supervisor's time spent in a specific job location.
4. Job Classification Seniority, which shall consist of a supervisor's time spent in a specific job classification.
5. The Authority will use Assistant Foremen job classification seniority to rank all Maintenance Foremen who were promoted the same day. This seniority will be used for vacation picks and transfer-bids postings only.

Whenever any Bargaining Unit member leaves the Bargaining Unit, through any personnel action, said person's Bargaining Unit seniority (job location seniority and job classification seniority) will be frozen. Upon returning to the Bargaining Unit, said seniority will resume from

that point and continue thereafter. (Note: If by a PERC decision these positions are added to the Bargaining Unit, there will be no interruption of seniority.)

A supervisor's Seniority shall not be lost because of absence due to illness, excused leaves of absence, or layoff not extending beyond two (2) years. A supervisor shall cease to have Seniority rights by voluntarily quitting, termination through discharge, unauthorized absence of more than five (5) consecutive work days, or due to layoff extending beyond two (2) years. Seniority lists will be kept current and available at convenient locations.

ARTICLE XI

Promotions

For the sole purpose of notification, the Authority agrees that it will post for eleven (11) days, existing supervisory vacancies and existing managerial vacancies within the Authority. This posting does not establish, through implication or otherwise, that any promotional pool would be created for the purpose of the promotion of any supervisor and is for notification purposes only.

ARTICLE XII

Preservation of Rights

The parties agree that all benefits, rights, duties, obligations, terms and conditions of employment that are not specifically set forth in this Agreement shall be maintained in not less than the standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any supervisor pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XIII

Leaves 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 a supervisor, a physician's report or other justification relating to these patterns, or chronic absences, may be required for the purpose of determining possible disciplinary action or dismissal.

Absences due to illness or off-job injury will be compensated as provided under the Paid Sick Leave Policy. When an absence extends beyond two (2) consecutive work days in the Tolls and Maintenance Unit, a doctor's certificate or such form as may be prescribed by the Authority must be presented upon the supervisor'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 Worker's Compensation laws. No absences with pay will be authorized except those herein enumerated.

Effective January 1, 2008, for the purpose of prorating entitlement time, namely Sick, Vacation and Personal Leave, new hires and those who separate employment from the Authority must be on an active (paid) status from the first day of a month through the fifteenth day of a month to earn that month's entire entitlement time.

Effective September 1, 2008, supervisors cannot take planned time off without pay when they have time available in their entitlement banks. Requests for time off without pay shall not be unreasonably denied.

Reporting Absences

In Toll Collection, when illness, injury, or other emergency prevents a supervisor from reporting for duty, the supervisor must make every effort to report such absence at least two (2) hours prior to the start of the supervisor's scheduled shift. Continued abuse of this provision will be subject to disciplinary action.

In Maintenance, supervisors will report absences in accordance with Departmental directives.

2. Sick Leave and Personal Leave

- a) For the purpose of this Agreement, Sick Leave shall mean absences from regular work assignment of any supervisor within the Unit because of illness, accidental exposure to contagious disease, attendance upon a member of the supervisor's immediate family, seriously ill and requiring the care or attendance of such supervisor, or absence caused by a death in the immediate family in excess of that prescribed under Article XIII, Section A, Paragraph 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.

Leave of absence will be granted to female supervisors 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 a physical examination by a licensed medical doctor for the purpose of verifying sick leave use. 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 in this Agreement.

- b) The extent of absences with full pay shall be determined by the following schedule:
 - (i) New supervisors, 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, supervisors hired up to and including the 15th day of any month will be considered to have worked a full month. Supervisors 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 supervisors 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 supervisor will receive the full fifteen (15) day entitlement on January 1st of the second calendar year of employment.
 - (ii) In the Maintenance, Operations, Engineering, Finance/Budget, and Technology Administrative Services Departments, supervisors will receive five (5) personal leave days. In the Toll Collection Department, supervisors will receive six (6) personal leave days. If these personal days are not used by the end of the calendar year in which they were earned, they will be forfeited. New supervisors shall have their personal leave days prorated based upon their date of hire. All personal leave days are subject to the following restrictions:
 - (a) None will be granted on a holiday.
 - (b) Personal Leave days are not cumulative.
 - (c) Personal Leave days will not be substituted for any prior excused or unexcused absences without pay.
 - (d) No more than two (2) supervisors in Turnpike Division Toll Collection, one (1) supervisor in Operations, Engineering, Finance/Budget, and Technology and Administrative Services Departments and Turnpike Division Maintenance shall be granted personal leave at one time in each Section or Area, except with approval of Management. In Turnpike Division Maintenance, area is defined as individual District, Shift and Division.

- (e) Further restrictions concerning coverage guarantees for personal leave days in the Toll Collection Department shall be in accordance with the Memorandum of Understanding set forth in Appendix B which was mutually agreed upon by the Association and the Authority.
- c) Subtraction will be made from the supervisors total established sick leave credit for absences caused by illness, accidental exposure to contagious disease or attendance upon a member of the supervisor's immediate family. Subtraction will not be made for personal leave day absences.
- d) If upon separation of service from the Authority an employee has authorized accrued sick time earned in a previous year, the employee will receive sick time allowance at the present rate for such accrued sick time, except that employees hired after May 1, 2001 will be subject to a cap of \$15,000.
- e) If a supervisor has had more absences than credit, such supervisor will have only fifteen (15) days paid leave for the current year. Only absences resulting from sickness and off-job injury will be chargeable under this policy.
- f) During the first five (5) years of employment, a supervisor may at the conclusion of each year convert up to five (5) days of accrued credits for that calendar 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.
- g) Interchange Managers will continue to receive five (5) personal leave days, to be used consistent with past practice.
- h) Supervisors who work a 40 hours per week schedule will earn a maximum of 120 sick hours per year. Supervisors who work a 35 hours per week schedule will earn a maximum of 105 sick hours per year.

3. Temporary Disability Leave Policy

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

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

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

The supervisor is assigned a benefit year (not to be construed as a calendar year) at the time the supervisor goes on Temporary Disability and the fifty-two (52) week period is calculated from this date. If the supervisor returns to work without receiving the maximum number of payments and is not on Temporary Disability

again within that 52-week period, such supervisor will not be assigned a new benefit year until again placed on Temporary Disability. If eligible for Temporary Disability more than once within a 52-week period, the previous number of disability weeks is deducted from the maximum number available as per the above-listed schedule in one 52-week period.

- b) Before a supervisor is eligible for another benefit year, said supervisor must be returned to work full-time for a period of at least three (3) months.
- c) Temporary Disability payments will be made at 100% of a supervisor's regular salary. A supervisor is eligible for the benefit after using all paid sick leave credit.
- d) In all cases, the illness must be substantiated by the supervisor 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 a supervisor is receiving Temporary Disability payments at the time the benefit year anniversary is reached and such supervisor has not returned to work, the payments are continued until the 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 resumed when a supervisor returns to full duty.
- g) A supervisor who is on extended Disability Leave must have a medical certification from the Authority's physician before returning to duty.
- h) Effective August 21, 2008, supervisors may not use single temporary disability days except for follow-up examinations for previously covered illnesses, injuries, or scheduled treatments.

4. Attendance in Court

- a) These absences must be substantiated by a regular subpoena, warrant or court order. No pay shall be granted when a supervisor is the plaintiff, petitioner, or defendant in the action, unless the supervisor is a co-defendant with the Authority. Supervisors 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 supervisor joined as co-defendants with the Authority or appearing on its behalf shall be paid in accordance with normal pay policy.

5. Military Field Training

Subject training does not include weekend attendance at meetings, rifle ranges, etc.

- a) Any permanent full-time supervisor 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 the supervisor is ordered to military field training, not to exceed fifteen (15) working days per year.
- b) Supervisors 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 meets the approval of the Authority. This leave can be with pay if the supervisor can substantiate service schooling for annual field training. A supervisor may apply accrued vacation toward attendance at service schools.
- c) National Guard duty under declared emergencies shall be with pay.

6. Veterans Administration

Medical Appointments – when instituted by the Veterans Administration only.

7. Jury Duty

- a) Jury Duty shall be on a weekly basis and, with proper notification and written certification from the court, time spent on Jury Duty shall be considered time worked, “if scheduled.” Supervisors on Jury Duty will be considered to be on a Monday to Friday work schedule. In the event a supervisor is released from Jury Duty before the end of a week, such supervisor 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, a supervisor notified that attendance is not required for Jury Duty must report to work if scheduled.
- b) Supervisors impaneled for grand jury service will be credited with one day of work each spent on grand jury. No supervisor will be required to work more than five (5) days, including grand jury duty time, in any one (1) work week.
- c) In any week in which a holiday occurs, a supervisor will receive holiday pay in addition to Jury Duty pay.
- d) In those instances where a supervisor is called for pre-qualification of jury service, the supervisor will be excused with pay if scheduled to work on that day.
- e) In the event any supervisor is called for Jury Duty and said supervisor is eligible for exemption by virtue of the statutes and laws of the State of New Jersey, that supervisor shall notify the Court of said exemption by virtue of employment with the Authority.

8. Death in Family

a) Effective August 1, 2008, a leave of absence of five (5) working days shall be granted in the event of the death of a:

- Spouse
- Parent
- Child
- Sibling

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

- parent-in-law
- natural grandparent
- grandchild

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

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

Any additional days beyond this schedule shall be charged to sick leave, if any; vacation, if any; or authorized leave without pay.

b) The above leaves shall take precedence over any other leave.

c) Effective November 1, 2007, supervisors 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 supervisor will provide reasonable verification of the death.

9. State of Emergency

In the event the Governor declares a statewide "State of Emergency" (or a municipality or county official declares a local state of emergency) whereby citizens are ordered to stay off the roadways in New Jersey due to weather conditions or other unforeseen emergency, essential supervisors on duty and those who come to work on their shift or on overtime after the declaration is made, will receive a \$75.00 bonus. Supervisors who do not report to duty will be charged a sick, vacation, or absent no pay day.

B. Vacations

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

1. Schedule

<u>Length of Service</u>	<u># of Days</u>
First calendar year of employment	maximum of 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.

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 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, an employee hired up to and including the 15th of any month shall be considered as having been employed on the first of such month. In subsequent calendar years, employees shall be eligible for vacation as set forth in the above schedule. For example, an employee who begins employment on March 17, 2007 will be credited with 4.5 vacation days on June 17, 2007. Then on January 1, 2008, the employee will be credited with ten (10) vacation days. Another example is that an employee who begins employment on December 3, 2007 will be credited with 10.5 vacation days on March 3, 2008. Then on January 1, 2009, the employee will be credited with ten (10) vacation days.
- 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 supervisor with the Departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken during the next succeeding calendar year only. However, supervisors with an entitlement of more than fifteen (15) days shall have an option to:

- i. accumulate unused days over fifteen (15) of the current year's entitlement until separation from employment; or
- ii. cash in unused days over fifteen (15) of the current year's entitlement. Only the current year's vacation entitlement is eligible for cash-in consideration. A supervisor, with at least three (3) weeks written notice to his Department Head, may cash-in vacation time on or about July 1 and on or about December 10 of each year, pursuant to the schedule below. The vacation cash-in will be included in supervisor's regular paycheck.

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

- d) If upon separation from the Authority a supervisor has authorized accrued vacation time earned in a previous year, the supervisor will receive vacation allowance at the present rate for such accrued vacation time.

Effective October 1, 2001, supervisors' current year sick and vacation banks will be paid on a prorated basis to reflect months of service worked in the year of separation of service at the rate of 1/12 for each full month.

- e) Supervisors 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.
- f) Subject to departmental directives and such limitations upon the number of supervisors which may be prescribed by the Department Head, vacation periods within the Maintenance Department may be selected by the supervisors themselves, preference of choice being given to those within each District or Section in order of job classification seniority.
- g) Supervisors of the Toll Collection Department will be given the choice of vacation periods by Division as now or may hereafter prevail. Supervisors with ten (10) or more years of service will be allowed to take up to five (5) single vacation days from their vacation bank and supervisors with fifteen (15) or more years of service will be allowed to take up to ten (10) 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 Division Manager. Eligible supervisors desiring to take single vacation days in this manner will declare their intent at the time vacation periods are selected. No more than two (2) supervisors shall be granted single vacation days at one time in each Section.

Supervisors shall choose vacation periods on the basis of job classification seniority under the following stipulations:

DEPARTMENT OF TOLL COLLECTION – SUMMER VACATIONS

Supervisors with one or more years of service shall be entitled to one (1) week's vacation during the summer months. Summer months shall be from the first Monday in June through the nearest Monday to September 15th.

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

DEPARTMENT OF TOLL COLLECTION – NON-SUMMER VACATIONS

Vacations during the non-summer period for Plaza Supervisors will be provided so that the number of available vacation selections per week will equal the number of Vacation Relief Plaza Supervisors scheduled in each Division.

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 supervisor prior to March 1 of the year in Toll Collection and March 31 of the year in Maintenance, 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 succeeding vacation year only. Such accumulation of vacation shall not, however, be taken during the summer vacation period.

Supervisors in Toll Collection will be given twenty-four (24) hours to make vacation selections once notified that selections must be made. However, if an additional twenty-four (24) hour period is requested, it will be granted. Supervisors will select vacation weeks as follows:

- (1) Vacation weeks for the following year may be selected according to availability and in accordance with the provision of Article XIII, Section B.
- (2) Selection of vacation weeks may be withheld until the following year. Vacation weeks to be selected in this manner will be granted as follows:
 - (a) Supervisors will designate the number of vacation weeks to be taken in this manner at the time of the annual selection.
 - (b) Supervisors must submit a written request for a specific vacation week within the first two (2) weeks of the seven (7) week schedule posted prior to the schedule for which the requested vacation week will occur. All vacation weeks are subject to availability and will be granted by seniority.
 - (c) Selection of all vacation weeks designated under this procedure must be finalized by September 1 of each year.
- (3) Vacation weeks may be deferred for selection in the next succeeding year only.
- (4) Vacation time may be vested or cashed-in as provided in Article XIII, Section B.

If the supervisor fails to select during this period, said supervisor will be bypassed. When the supervisor has made known the vacation selections desired, said selections will be granted by what is available at that time, even if a junior supervisor has already selected.

In Toll Collection, any vacation weeks that are available during the summer vacation period or weeks which include the holidays of New Year's, Christmas, Thanksgiving or Memorial Day following completion of the vacation selection process shall be posted for a period of ten (10) days for selection by Supervisory personnel. There will be at least twelve (12) available selections during the following non-summer weeks: Easter week, week after Easter, Thanksgiving week, and Christmas week. Vacation selections shall be granted by seniority, by Division.

If a Supervisor cancels a vacation week on a schedule posted or a schedule posted in accordance with Article VIII, Section B, Paragraph 8, and the week is not selected by another Supervisor, the Supervisor who canceled the vacation week shall be scheduled as a "Reserve" Supervisor in the schedule normally worked.

If a Supervisor cancels a vacation week on a schedule posted or a schedule posted in accordance with Article VIII, Section B, Paragraph 8, and the week is selected by another Supervisor, the Supervisor who canceled the vacation week shall be scheduled as a “Reserve” Supervisor in the schedule normally worked provided the schedule completes known absence or traffic coverage in the Section for the entire five (5) day schedule period. If such five (5) day coverage cannot be provided, the Supervisor canceling the vacation week shall be scheduled to cover the schedule of the Supervisor selecting the vacation week.

- h) Summer and non-summer vacation selections for supervisors in the Maintenance Department shall be as stated in the March 9, 1998 Maintenance Memorandum #14A, which is set forth in Appendix A. Every Supervisor shall have the opportunity of taking three (3) weeks of summer vacation or such lesser sum based on eligibility.
- i) Operations, Engineering, Finance/Budget, and Technology and Administrative Services Departments, Patron Services section, and Interchange Managers, vacation selections will be made by Job Classification Seniority. Vacation weeks will be made available consistent with past practice.
- j) The Authority and the Association agree mutually to endeavor to provide Vacation Relief and TEM foremen with a “quality of life” schedule.

C. Leaves Without Pay

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

1. Sickness

- a) When a supervisor has exhausted temporary disability benefits as previously described or other sick leave benefits, the Authority may place the supervisor involved on leave of absence without pay for a period of six (6) months or until earlier return to work. Vacation credit and sick time 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:
 - (i) The cost of hospitalization, medical-surgical, major medical, dental insurance, vision care, and prescription drug card plan covering the individual supervisor.
 - (ii) The cost of hospitalization, medical-surgical, major medical, dental insurance, vision care, and prescription drug card plan covering such supervisor’s dependents, if the supervisor previously carried such coverage.
 - (iii) The entire cost of any group life insurance such supervisor carried under the Turnpike Group Life Plan.

2. Military Leave

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

- a) Military leaves without pay shall be granted by the Authority to any supervisor upon evidence that the supervisor 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 (6) months or longer:
 - (i) Six (6) months to one (1) year of employment, one-half (1/2) of a month's pay.
 - (ii) One (1) or more years of employment, one (1) month's pay.
 - (iii) Such vacation pay as would normally be received during the year of induction or enlistment.
- c) Rights of Reinstatement – supervisors on Military Leave will, upon termination of such leave, be reinstated in accordance with Federal or State Law.

3. Unauthorized Leave

A supervisor shall cease to have Seniority rights in the event of unauthorized absence for more than five (5) consecutive work days.

4. Suspended Without Pay

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

5. Unpaid Leave of Absence

Supervisors, except those on Workers' Compensation, shall not accrue Sick and Vacation entitlement time while on an unpaid leave of absence of thirty (30) days or longer.

ARTICLE XIV

Grievance Procedure

A grievance is any cause of complaint arising between the parties with reference to a term or condition of employment. Grievances shall be handled in the following manner in order to insure their fair and expeditious handling.

A grievance shall be presented at Step #1 not more than five (5) business days after the occurrence of the cause of such complaint. All time limits herein shall be waived in unusual situations on request of either party.

All employees in necessary attendance at meetings initiated by the Authority or representatives of any supervisor's choosing to deal with grievances or proposals will be excused from any scheduled duty during meeting time and without loss of regular compensation. Whenever possible, these meetings will be scheduled during working hours.

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

Step #1

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

Step #2

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

The Labor Relations Committee will be a joint labor-management committee consisting of two labor representatives from the Association who are selected by the Executive Board, and two management representatives who work for the Authority. Where either the Association or management representatives are directly connected or will present testimony or evidence concerning the grievance, the respective party will designate another representative to hear the dispute.

Step #3

The Labor Relations Committee will conduct a hearing within ten (10) business days of receipt of the grievance. A grievance referred to this joint committee will be heard and determined within fifteen (15) business days by a decision of the Committee, which will be unanimous, a majority or a split decision. In the event of a split decision, the grievance is not upheld. The decision will be submitted to the Executive Director or his designee. The Executive Director will review the findings and instruct the Labor Relations Committee to advise the Parties as to the decision reached within fifteen (15) business days of the hearing.

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

In the event a multi-supervisor situation arises, the Association and the Authority may, by mutual consent, meet and discuss the situation in lieu of a written grievance. In such cases, if the matter is not resolved, the parties will reduce their respective positions to writing, which, as in Step #2 of the Grievance Procedure, may become subject to arbitration, in accordance with the Rules and Regulations of the Public Employment Relations Commission (PERC).

ARTICLE XV

Disciplinary Action

Each supervisor in the negotiating unit should clearly understand the rules, regulations, and procedures which have been enunciated by the Authority, set forth in public statements of Personnel Policy and in manuals prepared for the use of supervisors in the unit. Each supervisor in the negotiating unit is obliged to conform, comply, and to carryout 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 Manager within the Departments which constitute the negotiating unit shall be responsible for the communications of all changes, modifications, or amendments of rules, regulations, and procedures, to the supervisor for whom they have responsibility.

For purposes of this Agreement, there shall be two basic levels of disciplinary action: Minor Discipline and Major Discipline. No disciplinary action can be taken by the Department Head or the Department Head Designee after five (5) business days from the completion of the investigation of the incident leading to the disciplinary action. The supervisor and Association shall receive notice of the conduct of the investigation within five (5) business days of the Department Head or Department Head Designee becoming aware of the incident leading to the investigation; provided however, that no such notice will be given for investigations into possible criminal conduct. The Department Head or Department Head Designee must complete the investigation with due diligence and within a reasonable period of time giving regard to the

nature of the incident leading to the disciplinary action. Business days for purposes of the Article shall be those days in which the Administration Offices are open for normal business. Weekends, holidays and other closings are not counted as part of the five (5) business days. All time limits in this Article may be waived in unusual situations on request of either party.

A. Minor Discipline

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

Informal reprimands should be documented by each manager and thoroughly discussed with the offending supervisor, and a copy sent to the Association. In the event the supervisor wishes to appeal the reprimand, he may request a hearing, which shall be granted in accordance with procedures outlined in this Article.

No penalty which arises out of Minor Discipline shall be imposed without the concurrence of the respective Department Head and the opportunity to appeal.

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

The supervisor involved in a Minor Disciplinary Action shall be advised of the date, time and place of the hearing of the charges. The hearing notice shall be served upon the supervisor no less than five (5) days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The supervisor shall be entitled to and may select representation of his own choice. In all cases, the Association shall receive a copy of the Advisory Notice of Disciplinary Action and the Association Representatives shall be invited to attend the hearing, notwithstanding the fact that the supervisor may have elected to be represented by a non-Association member, or a person having no affiliation with the Association, or the negotiating unit.

As a respondent, the supervisor involved shall be entitled to request in his defense such witnesses as he may wish to have present; the right of cross-examination of all witnesses and the right to have made available to him such records, files, and documents as he may consider necessary to his defense. Upon the hearing of all testimony and a review of all records and documents in evidence, the Hearing Officer, who shall be a Division Manager in hearings involving Toll Collection, a Division Manager or Superintendent in hearings involving Maintenance, shall render a decision in no more than forty-five (45) days after the conclusion of the hearing or hearings. Following approval of the determination by the Department Head, the supervisor or supervisors and the Association involved shall be advised of the findings.

Any supervisor who is found guilty of violation of the rules, regulations, or procedures, shall have the right to appeal in writing to the Executive Director within five (5) days next succeeding

the judgment rendered by the Hearing Officer. A decision on the appeal shall be rendered within ten (10) working days after receipt of appeal.

In the event the decision of the Executive Director is unsatisfactory, the Association may submit the matter to binding arbitration pursuant to the rules of the Public Employment Relations Commission. All requests for binding arbitration shall be filed within ten (10) days after receipt of the decision of the Executive Director. Copy of said request shall be given to the Authority. The cost of arbitration shall be borne equally by both parties.

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

B. Major Discipline

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

Each supervisor who is alleged to have violated rules, regulations or procedures of the Authority flagrantly or in a major degree, shall be served with an Advisory Notice of Disciplinary Action, which shall specify the charges which have been referred against him. The supervisor involved in a Major Disciplinary Action shall be advised of the date, time and place of the formal hearing of the charges. The hearing notice shall be served upon the supervisor no less than ten (10) days in advance of the date fixed for the hearing. The date of the hearing may be changed by mutual consent. The supervisor shall be entitled to and may select representation of his own choice. In all cases, the Association shall receive a copy of the Advisory Notice of Disciplinary Action. The Association Representatives shall be invited to attend the hearing, notwithstanding the fact that the supervisor may have elected to be represented by a non-Association member, or a person having no affiliation with the Association, or the negotiating unit.

As a respondent, the supervisor involved shall be entitled to request in his defense such witnesses as he may wish to have present; the right to cross-examination of all witnesses and the right to have made available to him such records, files and documents as he may consider necessary to his defense.

In all cases involving Major Discipline in which a penalty of more than five (5) days, fine, demotion or dismissal has been recommended, the Hearing Officer or Officers designated by the Executive Director, shall render a decision no less than seventy-two (72) hours, nor more than forty-five (45) days, after the conclusion of the hearing or hearings. In the event the Hearing Officer determines the supervisor(s) to be guilty of a charge or charges as specified, he will notify the Association after rendering a decision of the penalty to be imposed. The Association may accept the penalty on behalf of the supervisor(s) and waive right to arbitration. Upon the hearing of all testimony and a review of all records and documents submitted in evidence, the Hearing Officer or Officers shall advise the supervisor or supervisors involved of the findings not less than seventy-two (72) hours nor more than forty-five (45) days.

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

In the event the decision of the Executive Director is unsatisfactory, the Association may submit the matter to binding arbitration. All requests for binding arbitration shall be filed within ten (10) business days after receipt of the decision of the Executive Director. Arbitration appeals time shall be waived provided written notice for waiver is submitted within the specified time limit. Such waiver request shall indicate the date on which a decision will be made and the waiver shall end after that date. Copy of said request shall be given to the Authority. The cost of arbitration shall be borne equally by both parties.

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

C. General

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

D. Loss of CDL

A supervisor who is in a job classification, which requires a CDL, and temporarily loses his CDL shall drop three percent (3%) and be removed from the over-time roster until his CDL is reinstated. A supervisor who permanently loses his CDL is subject to further discipline.

ARTICLE XVI

Benefits

A. Health Benefits

The Authority shall provide the following Health Plans for all permanent full-time supervisors and their eligible dependents, at no cost to the supervisor except as provided in Section B or as presently mentioned in the Authority's HMO:

Direct Access Health Plan
HMO
Dental Plan
Vision Care Program
Prescription Drug Card Plan
Employee Assistance Program

Effective January 1, 2008, for the Direct Access and HMO Plans, supervisors shall pay the following Health Benefits Administrative Fee:

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

B. Outline of Health Plans

The Authority shall provide the following health benefits for supervisors, spouses, and unmarried dependents through the age of 23 (to the end of the month in which they turn 24), at no cost to the supervisor except as provided herein or as presently provided in the Authority's Self-Funded HMO.

1. All newly-hired supervisors covered by this agreement shall have the choice of enrolling in either the Direct Access or HMO health benefits plan.
2. Supervisors shall, on an annual enrollment date, elect either the Direct Access or the HMO Plan. Such date shall be determined by the Authority. In the event that the

HMO enrollment reduces below an insurable standard, the HMO will be eliminated and all supervisors will be enrolled in the Direct Access health benefits plan.

3. The Direct Access 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 supervisor 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 supervisor, subject to the individual Maximums in (a). Effective January 1, 2008, after a supervisor 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) The Authority will make its best effort to ensure that covered supervisors receive continuity of care in catastrophic cases so as to provide the least amount of dislocation to the patient. The Authority will use its best efforts to enroll the supervisors' current primary physicians in the Authority's Self-Funded HMO.
- (d) All plans will provide annual mammograms for women age 40 or older without certification of medical necessity; however, a primary care physician or OB-GYN referral is still required. All other mammograms must be certified as a medical necessity by a primary care physician or OB-GYN.

All plans will provide annual PSA testing for men age 40 or older without certification of medical necessity; however, a primary care physician referral is still required. All other PSA testing must be certified as a medical necessity by a primary care physician. PSA testing will be included in the physical examination provided by the Authority's Medical Section for supervisors age 40 and older.

4. Items of coverage in both the Direct Access and HMO benefit programs shall be as agreed upon between the parties but in no event shall coverage exceed what is provided in the retirees' indemnity plan.

5. Effective October 1, 2008, vision care enhancements are as follows:

	Horizon Direct Access (effective 10/1/08)	Cigna HMO (effective 10/1/08)
<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

6. Effective October 1, 2008, supervisors can obtain no more than thirty (30) doses or a one-month supply of Prescription Medicine, whichever is greater, at the retail level.

Effective October 1, 2008, the Prescription Medicine 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 supervisor 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 October 1, 2008, supervisors 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 October 1, 2008, the Prescription Medicine 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 supervisor is medically unable to take a generic version of the medication, and \$40.00 for brand name drugs when there is a generic equivalent.

Birth control pills are covered prescription under the prescription plan.

7. The current Dental Plan will be unchanged and the Authority assures the Association of satisfactory performance by the administrator.
8. A \$250.00 hearing aid benefit to supervisors, which benefit will be available every two (2) years.
9. Effective October 1, 2008, for the Direct Access and HMO, Primary care physician's office visit co-payments shall be \$10 and Specialist office visit co-payments shall be \$15 for all supervisors and eligible dependents. Emergency room visit co-payments shall be \$25 (waived if admitted).
10. Except for the above changes, there shall be no diminution of benefits from those provided under Agreement between the parties that expired on September 23, 2007.

C. New Supervisor Coverage

New supervisors will have the above coverages on the first of the month next following two (2) months after the effective date of hire. Descriptive brochures for all health plans will be made available by the Human Resources Department.

D. Physical Examinations

Supervisors are entitled to an annual complete physical examination. These examinations are optional and voluntary to the supervisor at no cost.

E. Group Life Insurance

Commencing on the first of the month next following two (2) months after the effective date of hire, permanent full-time supervisors will become eligible for group life insurance in varying amounts depending upon salary. Such insurance will be made available effective in the following amounts at no cost to the supervisor.

SCHEDULE OF AMOUNTS

Classification of Supervisors Amount of Coverage According to Annual Earnings*	Life Insurance Coverage
\$40,000 or more but less than \$50,000	\$40,000
\$50,000 and over	\$50,000

* Annual Earnings as used above shall be based upon an supervisor's earnings, exclusive of overtime pay and shift differential, for normal work weeks. A descriptive brochure describing the Group Life Insurance Plan in greater detail is available upon request to the Human Resources Department.

F. Travel Insurance

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

G. 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	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

2. Holidays which fall on either Saturday or Sunday will be observed on Friday or Monday respectively in the Maintenance Department.
3. In Maintenance, a supervisor 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 supervisor's vacation period will be compensated for in the same manner as a normal scheduled day off.
4. The Authority will grant an additional \$100.00 in compensation each day to those personnel who are not scheduled and who are called in to work on Christmas Eve, Christmas Day, New Year's Eve and Easter Sunday.
5. Holiday pay shall consist of a day's pay at straight time.
6. Supervisors working on a holiday shall receive time and one-half (1-1/2) for all hours worked in addition to the holiday pay as defined above. Where work extends beyond eight (8) hours on a holiday, supervisors shall be compensated at the rate of double time and one-half (2-1/2) for such hours worked.
7. Supervisors 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. Supervisors 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 10:30 p.m. to 10:30 p.m. in the Toll Collection Department and from 12:00 midnight to 12:00 midnight in the Maintenance Department.

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 twenty-four (24) hour 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 supervisors 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. Supervisors 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, supervisors 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, supervisors shall be paid ten (10) hours of holiday pay.
 - If a holiday falls on a Sunday and is observed on Monday, supervisors 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 supervisor on a leave of absence without pay, or who is on suspension or laid-off status. Supervisors on Worker's Compensation during a period in which a holiday falls will be paid in accordance with the provision dealing with Worker's Compensation.
 12. Any supervisor having an unauthorized absence either the last scheduled work day before any holiday, or on the first scheduled work day after any holiday, shall forfeit any holiday pay due for that day.

13. Supervisors having an unauthorized absence on a holiday on which he is scheduled to work shall receive no compensation of any kind.
14. Holiday pay shall be included within the salary report annually for pension purposes effective June 30, 2003 (if permissible with pension).
15. Effective July 1, 2008, Interchange Managers, who work a seven (7) day per week schedule and can be scheduled to work on a holiday, shall be paid a one-hundred dollar (\$100) bonus for working on or being called in to work on any of the fourteen (14) holidays set forth in this section.

H. 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) Supervisors who are not required for operational purposes will be permitted the time off.
- 2) Supervisors who are required to work or supervisors who are scheduled off or on a paid leave status will be given an additional day's pay at straight time pay.

I. Uniforms

1. Maintenance Department – 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, an intermediate weight jacket, and short sleeve shirts for optional summer wear.

An allowance will be paid for cleaning and minor maintenance of all Maintenance uniforms. The amounts will be as follows:

6/25/07	\$525/year payable at a flat rate of \$43.73 per month
6/25/08	\$550/year payable at a flat rate of \$45.83 per month
6/25/09	\$575/year payable at a flat rate of \$47.91 per month
6/25/10	\$600/year payable at a flat rate of \$50.00 per month.

2. Toll Collection Department – An allowance in the amount of the following will be paid for the cleaning and minor maintenance of all Supervisors' uniforms in the Toll Collection Department.

- a. An allowance will be paid for the cleaning and minor maintenance of all Toll Collection uniforms. The amounts will be as follows:

6/25/07 \$525/year payable at a flat rate of \$43.73 per month
6/25/08 \$550/year payable at a flat rate of \$45.83 per month
6/25/09 \$575/year payable at a flat rate of \$47.91 per month
6/25/10 \$600/year payable at a flat rate of \$50.00 per month.

- b. 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.
3. Supervisors in the Toll Collection or Maintenance Department who are on unpaid leave or paid sick or Temporary Disability or Worker’s Compensation leave for a period of thirty (30) consecutive days or longer shall have their uniform allowance prorated consistent with the period of the leave. Receipt of some type of other authorized leave pay during the period that the supervisor would have otherwise been absent from work on one of the leaves specified in this sub-section, such as death in the family, shall not constitute a break in the consecutive days of absences for purposes of prorating the uniform allowance. Separate periods of absences of at least thirty (30) consecutive days each may be added for purposes of this sub-section; however, consecutive days of absence of fewer than thirty (30) days shall not result in a reduction in the uniform allowance, nor added together to create a thirty (30) day period under this sub-section.
 4. Foul weather gear will be issued to field personnel in the Administrative, Maintenance, and Toll Collection Units.
 5. Strict use of issued uniforming will be enforced.
 6. The Authority will provide smocks for those personnel whose assignment warrants it.
 7. The Authority will provide a lightweight jacket with the Toll Plaza Supervisors uniform. Ties are not required with short sleeve shirts.

J. Workers’ Compensation

Supervisors shall receive from the Authority the difference between the total amount of temporary benefits paid under the Worker’s Compensation and 100% of the supervisor’s regular wages for absence from work due to the injury.

In no event shall a supervisor be entitled to receive an amount exceeding his or her regular earnings.

K. Long Term Disability

For disabilities incurred on or after January 1, 1994, this plan provides each eligible supervisor, in the event of Total Disability, with a monthly benefit equal to 66.67% of their Pre-Disability salary up to a monthly maximum of \$7,000.00 and a monthly minimum of \$100.00, which will be reduced by certain other sources which the supervisor may be entitled to during the disability.

The other sources by which the Long Term Disability Benefits will be reduced include: Salary, Worker's Compensation payments, Social Security Benefits, and Pension payments under the Public Employees' Retirement System.

If you are under age 61 at the time of commencement of total disability, this benefit is payable until age 65. The duration period will be extended beyond age 65 if your age is 61 or over on the date the total disability begins in accordance with the provider certificate.

L. Longevity Payment

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

- a) A sum of 4% for all supervisors who have at least ten (10) years but less than fifteen (15) years of service, including those who reach ten (10) years of service, effective their anniversary date; and
- b) A sum of 6% for all supervisors who have at least fifteen (15) years but less than thirty (30) years of service, including those who reach fifteen (15) years of service, effective their anniversary date; and
- c) A sum of 7% for all supervisors who have at least thirty (30) years of service, including those who reach thirty (30) years of service, effective their anniversary date.
- d) These longevity payments shall not be cumulative.
- e) Employees hired on or after May 1, 2001 are not eligible for the longevity payment.

M. Mileage

Mileage will be paid on the basis of twenty-nine (\$.29) cents per mile and will be included in bi-weekly paychecks. Mileage allowance shall be increased in the event the Federal Internal Revenue Service regulations permit allowances in excess of twenty-nine (\$.29) cents per mile. The rate will then be adjusted accordingly. Mileage will be paid within fourteen (14) days following the last day of the pay period in which the same were incurred.

N. Meal Allowance

Effective July 1, 2007 the meal allowance will be \$13.00.

Effective July 1, 2009, the meal allowance will increase to \$15.00 for the remainder of the contract.

Meal allowance will be paid within fourteen (14) days following the last day of the pay period in which the same were incurred.

O. Pension Plan

1. Permanent full-time employees are required to join the Public Employees' Retirement System at the time of hire. This plan requires employees to make contributions to the System on a percentage basis. Information concerning the contribution is available in the Human Resources Department. The Authority matches these contributions thus providing for a retirement income. Basically, the program provides each employee with:
 - a) A guaranteed retirement income for life based on the total years of service credit established in the System 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 supplemental Annuity System by additional payroll deduction.
2. In connection with (b) above, the Public Employees' Retirement System has as one of its main features, life insurance protection totaling three (3) times the employee's base salary. Of this, one and one-half (1-1/2) times annual salary is available at no cost. Descriptive brochures describing the Public Employees' Retirement System in greater detail are available.

P. Retirement

1. Vacation Pay

Effective October 1, 2001, a supervisor'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

Effective October 1, 2001, 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 after May 1, 2001 will be subject to a cap on the payment of an accrued sick bank in the amount of \$15,000.

3. Retiree Health Benefits

(a) Employees who retired prior to September 29, 2003

- (i) Terminal Benefits: Subject to the eligibility requirements set forth below, employees who retired prior to September 29, 2003, 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.
 - Dental and routine vision care benefits are terminated at retirement.
 - Employees retiring on or after July 3, 1989 retain major medical coverage until the last day of the month in which they turn age 71.
 - Employees retiring on or after July 3, 1989 and before September 20, 1999 retain prescription coverage until the last day of the month in which they turn age 71. Employees retiring on or after September 20, 1999 retain prescription coverage until the last day of the month in which they turn age 81.
- (iii) Eligibility to receive Terminal Benefits: The eligibility for the above coverage is five (5) years of Authority service and retirement into PERS.
- (iv) Cost of Terminal Benefits: The Authority shall be responsible for the full cost of the terminal benefits, which includes the administrative fee. Retirees, however, shall be responsible for all applicable co-pays and deductibles, which are set forth in the applicable Plan Documents.
- (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.
- (vi) Authority Service: "Authority Service" shall be defined as full-time employment with the New Jersey Highway Authority, the New Jersey Turnpike Authority, or a combination of both.

(b) Employees who retire on or after September 29, 2003

(i) Lifetime Benefits: Subject to the eligibility requirements set forth below, employees who retire on or after September 29, 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:

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

(iii) Eligibility for Lifetime Benefits: To be eligible for 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: The Authority shall be responsible for the full cost of the lifetime benefits, which includes the administrative fee. Retirees, however, shall be responsible for all applicable co-pays and deductibles, which are set forth in the applicable Plan Documents.

(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.

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

(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:

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

Those retirees who are enrolled in this System will receive benefits as explained and outlined in the PERS booklet for eligible employees. This pension is in addition to Social Security Benefits.

5. Social Security

All retirees enrolled in the Social Security System will receive benefits according to the method approved by the Social Security Administration.

6. Separation Bonus

Effective July 1, 2007, the Authority will provide a separation package to employees who retire with ten (10) or more years of service at an amount of \$550.00 for each full year of service. Interchange Managers will receive \$600.00 for each full year of service. The separation bonus is subject to the following conditions:

- 'Authority service' means full-time employment with the Turnpike Authority, Highway Authority, or a combination of both. Service time need not be continuous.
- 'Retire' means that an employee must be eligible to retire into the Public Employees' Retirement System (PERS) at the time of his/her separation of employment from the Authority.

- A ‘full year’ of Authority service shall be defined by an employee’s anniversary date. In cases of employees having two (2) or more periods of Authority service, the separation bonus shall be calculated using the aggregate full years of service.
- This benefit will be applied to payments made to the beneficiary of an employee who is employed by the Authority at the time of his/her death.

Q. Suggestion Awards Program

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

R. Tuition Refund Program

The Authority will provide a Tuition Refund Program for prior approved courses. Eligibility is dependent upon achieving permanent employee status. Upon satisfactory completion of a course or courses which are related to present or future Authority job opportunities, the Authority will reimburse the supervisor’s cost of tuition and those fees essential to the completion of the course, excluding books. Tuition reimbursement will be limited to two (2) courses per semester.

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

S. Group Life Insurance

The Authority will continue payment of premiums for group life insurance for all retirees to age 70 per the following levels:

Supervisor’s Annual Salary at time of retirement	Retiree Coverage
\$40,000 or more but less than \$50,000	\$20,000
\$50,000 and over	\$25,000

T. Safety Shoe Reimbursement

Effective September 24, 2008, the following job titles are eligible to receive an annual safety shoe reimbursement.

- Assistant Foreman Automotive
- Assistant Foreman Building Maintenance
- Assistant Foreman Carpenter/Paint
- Assistant Foreman Inventory Control
- Assistant Foreman Janitorial

- Assistant Foreman Landscaping
- Assistant Foreman Roadway
- Assistant Foreman Sign Layout
- Assistant Property & Materials Supervisor
- Foreman Automotive
- Foreman Building Maintenance
- Foreman Cable Craft
- Foreman Carpenter/Paint
- Foreman Inventory Control-TEM
- Foreman Janitorial
- Foreman Landscaping
- Foreman Power Electric
- Foreman Roadway
- Foreman Toll Maintenance
- Inventory Control Supervisor
- Janitorial Supervisor
- Property & Materials Supervisor
- Toll Plaza Supervisor
- Traffic Control Supervisor
- Trailblazer Supervisor
- Training Equipment Supervisor
- Training Supervisor

The Authority will reimburse supervisors, who occupy one of the job titles listed above, up to one hundred dollars (\$100) for the cost of safety shoes. Supervisors must provide the Authority with a receipt for the purchase of the safety shoes to receive the reimbursement. Supervisors may receive the reimbursement only once per 12 month period. The 12-month periods are as follows:

- September 24, 2008 through September 23, 2009
- September 24, 2009 through September 23, 2010
- September 24, 2010 through September 23, 2011

A supervisor who receives a Safety Shoe Reimbursement and fails to wear safety shoes will be subject to discipline.

If job titles are accreted into the bargaining unit during the term of this contract, the Association may petition the Human Resources Department to have the new job title included in the list above.

ARTICLE XVII

Automobile Policy

To be eligible for a permanent vehicle assignment, a supervisor must either: (1) travel 12,000 business miles per year; or (2) occupy a job title which requires "on call" status. The Executive Director has the sole discretion to determine if a supervisor qualifies for a vehicle based upon "on call" status.

The Authority, upon sixty (60) calendar days notice, may revoke a supervisor's permanent vehicle assignment. Supervisors who enter the bargaining unit on or after July 22, 2008 shall not be compensated for the loss of the vehicle assignment. A supervisor who is given notice that his vehicle assignment is being revoked may, through the Association, present in writing to the Executive Director his justification for retaining his vehicle assignment. The Executive Director's decision shall be final.

All supervisors who are required to use their own vehicles for business-related travel will be reimbursed for mileage at the IRS rate. Reimbursement will be included in a supervisor's bi-weekly pay check. Supervisors, regardless of entry date in the bargaining unit or whether they ever had a permanent vehicle assignment, shall not be reimbursed for commutation to and from their assigned work location.

ARTICLE XVIII

Safety

An Employee Safety Manual sets forth Authority policy regarding safety rules and procedures on the Turnpike. Each supervisor 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 the forms necessary for completion when accidents occur.

The Association shall appoint five (5) Association Representatives, one of whom must be from the Administrative Unit, the Authority Safety Committee for the purpose of maintaining and enforcing the safety rules and regulations referred to above.

No supervisor 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 a supervisor 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.

Safety Committee Effective July 1, 2008:

- A. Maintenance: To attend a monthly Safety Committee meeting, Maintenance supervisors who work the day shift (8 a.m. to 4:30 p.m.) Monday through Friday and are members of the Safety Committee shall be released from duty, with pay at the straight time rate, for the duration of the meeting. Such supervisor will be released from their full shift, with pay at the straight time, to participate in related safety inspections.
- B. Administration: To attend a monthly Safety Committee meeting, Administrative supervisors who work the day shift (9 a.m. to 5 p.m.) Monday through Friday and are members of the Safety Committee shall be released from duty, with pay at the straight time rate, for the duration of the meeting. Such supervisors will be released from their full shift, with pay at the straight time, to participate in related safety inspections.
- C. Tolls: A Tolls supervisor who works the #2 shift and is a member of the Safety Committee shall be released from his full shift, with pay at the straight time rate, to attend either the monthly Safety Committee meetings or related safety inspections. In order to attend either a monthly Safety Committee meeting or related safety inspections, a Tolls supervisor who works either the #1 or #3 shift will, on the day of the monthly Safety Committee meeting, be assigned to the #2 shift and be paid at the straight time rate. All Safety Committee inspections shall be conducted during the #2 shift. A Tolls Supervisor who is scheduled to be off on the day of either a monthly Safety Committee meeting or related safety inspection may, with the approval of the Tolls Department, tour swap in order to attend the meeting or inspection. The Tolls Department shall not unreasonably withhold approval of such a request.
- D. No supervisor who is released from duty to attend either a monthly Safety Committee meeting or safety inspection can work his regular shift on overtime.

ARTICLE XIX

Mutual Cooperation

- A. The Association 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.
- 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 Association 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 Association 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 Association agree to accept as binding upon each, all decisions rendered in arbitration cases arising out of this Agreement.
- F. The Association 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 Association 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 supervisors, the Association and its representative 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 Discipline and Discharge provision 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.

ARTICLE XX

Association Representation

- A. All activities, including grievances and discipline hearings, between the supervisor’s representatives and the Authority shall be conducted during normal working hours with such time to be considered as excused absences with pay.
- B. Release time for the Association will be 1,150 hours for 222 members except that for each additional member over 222, an additional five (5) hours of release time will be granted to attend to Association business. The Association will make every effort to schedule in lieu of days during Monday to Friday to accommodate the pressure of the Authority’s business. Any additional time spent by the Association above any allowable time will be borne by the Association.

- C. The Association will be granted an aggregate of three (3) delegates to the State AFL/CIO Convention and an aggregate of three (3) delegates to the IFPTE International Convention with such time to be considered as excused absence with pay.

ARTICLE XXI

Layoff Procedures

The Authority agrees to notify the Association at least thirty (30) days prior to making any decision to layoff members of the Bargaining Unit. If the Authority decides to layoff members of the Association, at least sixty (60) days notice will be given to the Association and the affected supervisor in advance of the intended layoff date.

In the Association, in that there is a limited number of classifications within the Association and the special nature of work of each Supervisor, layoffs shall be in accordance with seniority in job classification, with the least senior supervisor in a classification to be the first laid off. Those to be laid off shall be eligible for any vacant positions in the Association, or to a position in the Association to which their job classification seniority entitles them, or to a vacant position in the Local 194 Bargaining Unit subject to any Authority obligation to offer such position(s) to members of Local 194 or in other vacant Authority positions in the sole discretion of the Authority. The affected supervisor must be able to qualify for the position within thirty (30) days and, if necessary, will be offered training in order to do so; an additional thirty (30) days will be granted, if necessary. If a position within the Authority is not available, the supervisor shall be laid off. Recall shall be offered first to the last laid off supervisor.

Those laid off last will be the first offered reinstatement. All seniority(s) shall not be lost in the event of recall within two (2) years of the date of a supervisor's layoff.

In the event of layoff, the Authority shall make a good faith effort to offer alternate employment within the Authority under terms and conditions which may be different than set forth in the Agreement and the Association shall cooperate with the Authority in this effort. Discussions between the parties shall commence as soon as practicable after the initial notice to the Association of contemplated layoffs. The Authority shall not, however, be obligated to offer alternate employment.

Supervisors who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the supervisor by certified or registered mail with a copy to the Association, provided that the supervisor must notify the Authority Department of Human Resources of his intention to return within five (5) days after receiving notice of recall. The Authority shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the supervisor, it being the continuing obligation and responsibility of the supervisor to provide the Authority's Human Resources Department with his latest mailing address. Supervisors must maintain an accurate address with the Authority to be considered for recall. If the notice is return mail undeliverable, this will also be deemed appropriate notice. Failure to notify the Authority

within the time provided shall be deemed a rejection. The supervisor shall be removed from the recall list.

ARTICLE XXII

Indemnification

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

1. The act or conduct which is the subject of said suit or cause of action is not within the scope of employment; or
2. The cause of action was because of actual fraud, willful misconduct or actual malice; or
3. The defense of the cause of action or proceeding on behalf of the said member of the Association would create a conflict of interest between the Authority and the supervisor. In such cases the supervisors shall be reimbursed for any costs of defense.
4. Criminal behavior as defined in Title 2C of the New Jersey State Statutes. In the event that such charges are ultimately dismissed or resolved in favor of the supervisor, then the member shall be reimbursed for the costs of defense. In the event there are both criminal and Authority disciplinary charges against the supervisor member, then the member shall not be entitled to be reimbursed for the costs of defense until both criminal and Authority disciplinary charges are resolved in the supervisor's ultimate favor.

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

ARTICLE XXIII

Term of Agreement

This Agreement shall be effective as of the 24th day of September, 2007 and shall continue in full force and effect through midnight, September 23, 2011.

ARTICLE XXIV

Wages

The Authority shall increase wages as follows:

6/25/07	3.0%
6/25/08	3.0%
6/25/09	3.5%
6/25/10	3.5%

As of June 24, 2007, there was a twenty-four (24)-month eligibility requirement before moving to the final step of the Administrative and Operating salary scales. Effective June 25, 2007, the twenty-four (24) month requirement was reduced to twelve (12) months.

As of June 24, 2007, there was an agreement between the parties that members of Association who occupy an Operating job title and have been in the bargaining unit for more than four (4) years will have their salaries increased by \$2,350. The agreement also provides that members of the Association who occupy an Administrative job title and have been in the bargaining unit for more than six (6) years will have their salaries increased by \$2,350. In exchange for reducing the 24-month step to a 12-month step, the Association agreed that effective June 25, 2007, the foregoing practice shall cease.

The Min/Max Salary Scale is attached Appendix C. The following control the application of the Min/Max Salary Scale:

- a. Existing Supervisors and New Hires: Effective June 25, 2007, the attached salary scale shall govern the salary progression of existing supervisors and new hires. Increment dates are based on supervisor's entry date into a job classification. Increment dates are not based on supervisor's time in the bargaining unit.
- b. Intra-Union Promotions: Effective June 25, 2007, supervisors who are promoted intra-union shall receive a raise in the amount of seven-hundred and fifty dollars (\$750). If such raise would bring a supervisor above top of range for the salary for his new job classification, the supervisor will not receive a \$750 raise, but will be moved to top of range for his new job classification. Promotion is defined as a supervisor who advances, intra-union, to a pay grade which is higher than the supervisor is occupying.

- c. Salary Progression after Intra-Union Promotion: Effective June 25, 2007, a supervisor who is promoted intra-union will move along the salary progression of his new job classification based on his years in the new job classification according to the schedule below.

CLASSIFICATION	6 months in Classification	1 Year in Classification	2 Years in Classification	3 Years in Classification	4 Years in Classification	5 Years in Classification
Administrative SA-IX & SA-X	3%	5%	6%	6%	6%	TOR
Administrative SA-XI & SA-XII	3%	5%	5%	6%	6%	TOR
Operating S-IX & S-X	3%	4%	5%	TOR		
Operating S-XI	3%	3%	3%	TOR		
Operating S-XII	3%	3%	4%	TOR		
Interchange Mngr.	2%	3%	4%	TOR		

For example, if a supervisor has occupied a Local 200 Administrative pay grade SA-X job classification for three (3) years and on April 5, 2008, is promoted into an Administrative pay grade SA-XI job classification, the supervisor will receive the \$750 raise according to (b) above on April 5, 2008. If the supervisor remains in the Administrative pay grade SA-XI job classification, he will receive a 3% increment on October 5, 2008 for six (6) months in classification; on April 5, 2009, he will receive a 5% increment for one (1) year in classification; on April 5, 2010, he will receive a 5% increment for two (2) years in classification; on April 5, 2011, he will receive a 6% increment for three (3) years in classification; on April 5, 2012, he will receive a 6% increment for four (4) years in classification; on April 5, 2013 he will be moved to top of range (“TOR”) for his salary classification for five (5) years in classification. All such increments must be consistent with (d) below.

- d. Top of Range: At no point can an increment, across the board increase, or PIP, move a supervisor above the top of range for the salary for his job classification. If PIP brings a supervisor over the top of the range for his/her pay grade, the bonus will not be applied to his/her base salary. For example, a supervisor is three hundred dollars (\$300) below the top of range for his pay grade. If the supervisor receives the \$450 PIP, \$300 will go into his base salary and \$150 will be paid off-base.

ARTICLE XXV

Re-Opener Clause

The parties agree that during the term of this Agreement the Agreement is subject to reopening by the 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 XVI benefits provision of this Agreement.

New rates of pay, as set forth in Article XXIV and Appendix C, shall be effective June 25, 2007.

It is understood between the parties that this Agreement represents the Memorandum of Agreement executed by the parties on June 27, 2008. In the event of a merger inconsistency, the language contained in the Memorandum of Agreement will control.

The parties agree that if a public benefits corporation, or other private entity, is established to operate, maintain, manage, and/or improve the State's toll roads under a long-term concession or other agreement with the State, the Authority, or any other public entity, the Authority will work jointly with the Association to ensure that the bargaining unit job classifications presently represented by the Association shall continue to be represented by said Association. In the June 27, 2008 Memorandum of Agreement, the parties agreed to continue to meet and discuss successorship language.

ARTICLE XXVI

Signatures

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

FOR THE AUTHORITY:

FOR LOCAL 200, I.F.P.T.E., AFL/CIO-CLC:

Diane Gutierrez-Scaccetti
Executive Director

Michael P. Calleo
President

WITNESS:

J. Russell Hinman
Vice President, Tolls

Rose Stanko
Deputy Executive Director

Kenneth Kazio
Vice President, Maintenance

Paul Migut
Vice President, Administration

Joseph Territola
Treasurer

Rick Zitarosa
Secretary

Leonard Pezza
Sgt. at Arms

NEW JERSEY TURNPIKE AUTHORITY

March 9, 1998

MAINTENANCE MEMORANDUM NO. 14"A" SUPERVISION

RE: VACATION POLICIES

1. Vacation periods may be selected by supervisors themselves, preference of choice being given to those within each Shift, District, Division, Section, or Shop (in order of job classification seniority) provided that not more than 50% regularly assigned supervision is on extended vacation at any one time. It is understood that supervision is expected to be available to cover roadway operations during the snow season - November 15 - April 15. For those supervisors desirous of "snow season" vacations, the above 50% rule does not apply; requests for time off will be granted by seniority, division needs, and on a case by case basis.
2. Vacation periods will be granted with the following provision:
 - a.) Vacation periods of one (1) week or more shall be selected in advance; the selection shall be returned to appropriate division office no later than March 31st of each year. Seniority will not be considered in granting vacation periods requested after March 31st. All such requests will be considered in the order received.
 - b.) Supervisors are permitted to take fifteen (15) single days. Single vacation days will be granted on a case by case basis provided that the employee's work unit meets minimum staffing level required for the particular day. Requests must be submitted by the middle of the previous scheduled work day.
 - c.) Shift supervisors assigned to Northern Division and Southern Division Roadway who rotate Thursday & Friday or Saturday & Sunday off, may be granted three (3) vacation days Monday, Tuesday, Wednesday during weeks that they are scheduled off on Thursday and Friday charged as a single occurrence for the purpose of the fifteen (15) single day policy described above. Single vacation days taken in conjunction with a holiday will count as a single occurrence when taken during the Monday to Wednesday period. Additionally, shift supervisors single vacation days eleven (11) through fifteen (15) can only be taken on a Monday, Tuesday or Wednesday unless management approves any other day of the week.

- d.) Single vacation days can not be selected more than ninety (90) days in advance.
- e.) When possible utilization of the three day procedure should be included in the normal vacation request submission (March 31). Otherwise a minimum notice of 2 weeks is required.
- f.) Vacations could be subject to cancellation during emergencies declared by the Executive Director.

3. The terms and conditions described above are established on a trial basis for 1998, and are to be reviewed annually for the duration of the present contract.


David L. Wingarter
Director of Maintenance

DLW:lj

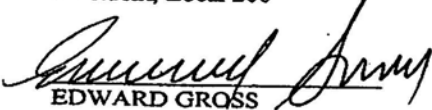
APPENDIX B – Plaza Supervisor Coverage Guarantee – MOU 4/3/01

In resolution of the Plaza Supervisor Coverage Guarantee issue, The New Jersey Turnpike Authority and Local 200, IFPTE, AFL/CIO-CLC, agree to the following procedures to be implemented on a trial basis for one year commencing from the date of agreement:

1. The New Jersey Turnpike Authority shall rescind Supervisory Bulletin # 1 – 90423 regarding “Supervisory Guarantee of Coverage – Personal Leave and Single Vacation Days”.
2. Local 200 agrees to implement the following procedures as they pertain to Single Vacation Days and Personal Leave Days:
 - a. Local 200 guarantees that Plaza Supervisory coverage levels deemed essential by the Authority to the operation of the New Jersey Turnpike will be maintained at all times.
 - b. Whenever the normal overtime procedures fail to provide the coverage deemed essential by the Authority, Overtime Rule 12 contained in the “Overtime Rules for Tolls Supervision shall be invoked. Any Plaza Supervisor refusing to accept the overtime under this forced overtime situation, or failing to secure a satisfactory replacement pursuant to Overtime Rule 12, shall be disciplined in accordance with Article XV of the Contract Agreement.
 - c. Any coverage deemed essential by the Authority that fails to be completed by normal overtime procedures or by invoking of Overtime Rule 12 as detailed above, shall be completed by a designated representative(s) of Local 200’s Executive Board. This designated representative(s) must be made known to the Authority each week and must be “On Call” twenty four hours per day, seven days per week to respond to coverage needs and arrange for the completion of whatever coverage is deemed essential by the Authority when so notified by the Department of Toll Collection.
3. The procedures detailed in this Memorandum of Understanding shall be reviewed on a quarterly basis for one year. If at any time during these quarterly reviews the procedures detailed above are found to have failed to provide the coverage needed, or are deemed unsuccessful by either party, the procedures detailed herein shall be null and void, and guarantees of coverage shall be required in accordance with the attached list.
4. If after one year the procedures detailed in this Memorandum of Understanding prove to be successful by both parties, the trial period shall end and the procedures shall become a part of the Department of Toll Collection’s standard operating procedures.


MICHAEL CALLEO,
President, Local 200


DIANE SCACCETTI
Deputy Executive Director


EDWARD GROSS
Executive Director


WILLIAM J. BURKE
Director, Toll Collection

April 3, 2001
DATE

APPENDIX C – Salary Scale

						6/25/07	6/25/08	6/25/09	6/25/10
Job Classification	Salary Plan	Hrs/Wk	Pay Grade			3.0%	3.0%	3.5%	3.5%
Senior Patrons Serv Aide	Administrative	35	9	Min		42,003.96	43,264.07	44,778.32	46,345.56
Toll Audit Coord.	Administrative	35	9	Max		57,867.52	60,053.55	62,605.42	64,796.61
Windows/ Network Tech	Administrative	35	9						
Motor Pool Fleet Supv	Administrative	35	10	Min		46,957.85	48,366.59	50,059.42	51,811.50
Office Administrator Engr	Administrative	35	10	Max		64,231.20	66,608.14	69,389.42	71,818.05
Office Services Supv	Administrative	35	10						
Accounts Payable Supv	Administrative	35	11	Min		51,361.30	52,902.14	54,753.71	56,670.09
Accounts Receivable Supv	Administrative	35	11	Max		69,887.80	72,434.43	75,419.64	78,059.33
Accounts Supv	Administrative	35	11						
Admin Secretary – Bus. Development	Administrative	35	11						
Admin Secretary -- Purchasing	Administrative	35	11						
Assistant Buyer	Administrative	35	11						
Assistant Engineering	Administrative	35	11						
Computer Operations Supv	Administrative	35	11						
Disbursement Section Supv	Administrative	35	11						
Highway Engring Asst	Administrative	35	11						
Purchasing Coord. Tpk	Administrative	35	11						
Senior Contract Supv	Administrative	35	11						
Senior Telecomm Tech Asst	Administrative	35	11						
Senior Toll Audit Coordinator	Administrative	35	11						
Stock Control Supv	Administrative	35	11						
Telec/Electr Constr Supv	Administrative	35	11						
Telecomm Systems Admin	Administrative	35	11						
Ticket Supply Supv	Administrative	35	11						

						6/25/07	6/25/08	6/25/09	6/25/10
Job Classification	Salary Plan	Hrs/Wk	Pay Grade			3.0%	3.0%	3.5%	3.5%
Admin Assist-Purch	Administrative	35	12		Min	55,764.80	57,437.74	59,448.06	61,528.74
Asst Manager, Toll Facilities	Administrative	35	12		Max	75,544.43	78,260.76	81,449.89	84,300.64
Asst Motor Pool Fleet Mgr	Administrative	35	12						
Asst Office Services Mgr	Administrative	35	12						
Asst Patron Services Mgr	Administrative	35	12						
Asst Project Supv	Administrative	35	12						
Asst Supv, CADD Projects	Administrative	35	12						
Cash Mgmt Supv	Administrative	35	12						
Desktop App Support Supv	Administrative	35	12						
EZPass Audit Supervisor	Administrative	35	12						
ETC Programmer	Administrative	35	12						
Highway Project Asst Supv	Administrative	35	12						
Payroll Section Supv	Administrative	35	12						
Senior File Room Supv	Administrative	35	12						
Senior Network Proj Supv	Administrative	35	12						
Senior Project Analyst	Administrative	35	12						
Maintenance Assistant-Admin	Operating	40	9		Min	50,239.76	51,746.95	53,558.10	55,432.63
Sr. Secretary-Comm/Electronics	Operating	40	9		Max	59,416.63	61,649.13	64,256.85	66,505.84
Asst Materials Supv	Operating	40	10		Min	56,164.95	57,849.90	59,874.64	61,970.26
Janitorial Supv	Operating	40	10		Max	66,329.38	68,769.26	71,626.18	74,133.10
Lane Maint Supv	Operating	40	10						
Maint Asst, Automotive Div	Operating	40	10						

						6/25/07	6/25/08	6/25/09	6/25/10
Job Classification	Salary Plan	Hrs/Wk	Pay Grade			3.0%	3.0%	3.5%	3.5%
Asst Env Supv-Maint. Dept	Operating	40	11		Min	61,697.44	63,548.37	65,772.56	68,074.60
Asst Foreman Automotive	Operating	40	11		Max	69,950.32	72,498.83	75,486.28	78,128.30
Asst Foreman Build Div	Operating	40	11						
Asst Foreman Building Maint	Operating	40	11						
Asst Foreman Carp/Paint	Operating	40	11						
Asst Foreman Janitorial	Operating	40	11						
Asst Foreman Power Elec	Operating	40	11						
Asst Foreman Roadway	Operating	40	11						
Asst Foreman Sign Layout & Design	Operating	40	11						
Asst Foreman Toll Maint	Operating	40	11						
Asst Landscaping Foreman	Operating	40	11						
Asst Maint Eng	Operating	40	11						
Asst Prop/Mat Supv	Operating	40	11						
Automotive Div Coord.	Operating	40	11						
Cable Crafts Supv	Operating	40	11						
Division Administrative Assistant	Operating	40	11						
Environmental Asst	Operating	40	11						
Maint Lighting Special	Operating	40	11						
Materials Coord.	Operating	40	11						
Materials Supv	Operating	40	11						
Network Operations Center Supv	Operating	40	11						
Systems Control Supv	Operating	40	11						
Toll Plaza Supv Tpk	Operating	40	11						

						6/25/07	6/25/08	6/25/09	6/25/10
Job Classification	Salary Plan	Hrs/Wk	Pay Grade			3.0%	3.0%	3.5%	3.5%
Asst Property Inspector	Operating	40	12		Min	66,698.68	68,699.64	71,104.12	73,592.77
Asst Supv Construction-Maint	Operating	40	12		Max	75,875.51	78,601.77	81,802.83	84,665.93
Asst Supv-Project Maint	Operating	40	12						
Automotive Foreman	Operating	40	12						
Building Maint Foreman	Operating	40	12						
Buildings Div Foreman	Operating	40	12						
Cable Craft Foreman	Operating	40	12						
Carpenter/Paint Foreman	Operating	40	12						
Comm Field Supvr	Operating	40	12						
Electronic Field Supv	Operating	40	12						
Emergency Services Supv	Operating	40	12						
Engineering Maint Coord.	Operating	40	12						
Environmental Supervisor	Operating	40	12						
Field Super-Communications	Operating	40	12						
Field Super-Electronics	Operating	40	12						
Foreman, Inventory Cntrl-TEM	Operating	40	12						
Foreman, Sign Layout & Design	Operating	40	12						
Highway Adv Radio Mgr	Operating	40	12						
Inventory Control Supv	Operating	40	12						
Janitorial Foreman	Operating	40	12						
Landscaping Foreman	Operating	40	12						
Power Electric Foreman	Operating	40	12						
Property Control Admin	Operating	40	12						
Property & Materials Supv	Operating	40	12						
Reg Affairs Special	Operating	40	12						
Roadway Foreman	Operating	40	12						
Senior Admin Asst - Division	Operating	40	12						
Senior Automotive Coord.	Operating	40	12						
Senior Network Oper Center Supv	Operating	40	12						
Senior Sys Control Supv	Operating	40	12						

						6/25/07	6/25/08	6/25/09	6/25/10
Job Classification	Salary Plan	Hrs/Wk	Pay Grade			3.0%	3.0%	3.5%	3.5%
Shift Supervisor	Operating	40	12		Min	66,698.68	68,699.64	71,104.12	73,592.77
Stock Cont Toll Coll Supv	Operating	40	12		Max	75,875.51	78,601.77	81,802.83	84,665.93
Telecomm Cable Net Supv	Operating	40	12						
Toll Maint Foreman	Operating	40	12						
Traffic Control Supv	Operating	40	12						
Trailblazer Supv	Operating	40	12						
Training Equipment Supv	Operating	40	12						
Training Supv - Tolls	Operating	40	12						
Training Supv - Maintenance	Operating	40	12						
Interchange Mgr	Operating	40	13		Min	73,229.96	75,426.86	78,066.80	80,799.13
					Max	82,640.87	85,570.10	89,015.05	92,130.58
Interchange Mgr - Administration	Administrative	35	13		Min	73,229.96	75,426.86	78,066.80	80,799.13
					Max	82,640.87	85,570.10	89,015.05	92,130.58

The following control the application of the Min/Max Salary Scale set forth herein:

- a. Existing Supervisors and New Hires: Effective June 25, 2007, the attached salary scale shall govern the salary progression of existing supervisors and new hires. Increment dates are based on supervisor's entry date into a job classification. Increment dates are not based on supervisor's time in the bargaining unit.
- b. Intra-Union Promotions: Effective June 25, 2007, supervisors who are promoted intra-union shall receive a raise in the amount of seven-hundred and fifty dollars (\$750). If such raise would bring a supervisor above top of range for the salary for his new job classification, the supervisor will not receive a \$750 raise, but will be moved to top of range for his new job classification. Promotion is defined as a supervisor who advances, intra-union, to a pay grade which is higher than the supervisor is occupying.

- c. Salary Progression after Intra-Union Promotion: Effective June 25, 2007, a supervisor who is promoted intra-union will move along the salary progression of his new job classification based on his years in the new job classification according to the schedule below.

CLASSIFICATION	6 months in Classification	1 Year in Classification	2 Years in Classification	3 Years in Classification	4 Years in Classification	5 Years in Classification
Administrative SA-IX & SA-X	3%	5%	6%	6%	6%	TOR
Administrative SA-XI & SA-XII	3%	5%	5%	6%	6%	TOR
Operating S-IX & S-X	3%	4%	5%	TOR		
Operating S-XI	3%	3%	3%	TOR		
Operating S-XII	3%	3%	4%	TOR		
Interchange Mngr.	2%	3%	4%	TOR		

For example, if an supervisor has occupied a Local 200 Administrative pay grade SA-X job classification for three (3) years and on April 5, 2008, is promoted into an Administrative pay grade SA-XI job classification, the supervisor will receive the \$750 raise according to (b) above on April 5, 2008. If the supervisor remains in the Administrative pay grade SA-XI job classification, he will receive a 3% increment on October 5, 2008 for six (6) months in classification; on April 5, 2009, he will receive a 5% increment for one (1) year in classification; on April 5, 2010, he will receive a 5% increment for two (2) years in classification; on April 5, 2011, he will receive a 6% increment for three (3) years in classification; on April 5, 2012, he will receive an 6% increment for four (4) years in classification; on April 5, 2013 he will be moved to top of range (“TOR”) for his salary classification for five (5) years in classification. All such increments must be consistent with (d) below.

- d. Top of Range: At no point can an increment, across the board increase, or PIP, move a supervisor above the top of range for the salary for his job classification. If PIP brings a supervisor over the top of the range for his/her pay grade, the bonus will not be applied to his/her base salary. For example, a supervisor is three hundred dollars (\$300) below the top of range for his pay grade. If the supervisor receives the \$450 PIP, \$300 will go into his base salary and \$150 will be paid off-base.