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Consolidated Collective Bargaining Agreement for bargaining units of employees in the statewide classifications of Technical Specialist, Material Handler Associate, Material Handler, Material Handler Senior, Material Handler Specialist, Equipment Repair Technicians, Senior Lane Technicians, Lane Technicians, Full and Part Time Associate Lane Technician.

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ARTICLE I

RECOGNITION

1. Parsons Motor Vehicle Inspection and Maintenance Corp. (the "Employer") recognizes the Service Employees International Union, Local 518, (the "Union") as the sole and exclusive collective bargaining representative of the employees in the following bargaining units and statewide classifications of employees with respect to wages, hours of work and other terms and conditions of employment:
 - Lane Technician: Senior Lane Technician, Lane Technician, Full and PartTime Associate Lane Technician
 - Technical Specialist
 - Material Handler: Material Handler Associate, Material Handler Senior, Material Handler Specialist
2. Equipment Technician: Equipment Repair Technician. Within thirty (30) days of notification of any newly created classification, the Union shall notify the Employer in writing if it contends that any new classification should be assigned to a particular bargaining unit.
 - Disputes concerning the assignment of classifications may only be resolved through negotiation or arbitration.
3. Specifically excluded from recognition are office clerical employees, confidential employees, supervisors and guards, as defined by the Act.
4. It is agreed that this Agreement shall apply and continue in full force and effect at vehicle inspection locations to which the Employer may move within the State of New Jersey or to the provision of services at private inspection stations by the employer. It is further agreed that this contract shall apply to any new or additional vehicle inspection stations of the Employer and under its principal direction and control within the State of New Jersey.
5. In the event the Employer sells, conveys, assigns, or transfers its operation to another Employer, the Employer will give the Union ninety (90) days notice prior to the culmination of any event described above. The Employer will make the provisions of this Agreement binding upon such other Employer as a condition of such sale, conveyance, assignment or transfer.
6. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining units covered by this Agreement, including those individuals training to become employees covered by this Agreement.
7. At the time a new Employee subject to this Agreement is hired, the Employer shall advise the Employee that the Employer recognizes and is in contractual relations with the Union

and shall afford a Union officer an opportunity to speak to the new Employee during orientation.

ARTICLE II

UNION SECURITY

1. All Employees on the active payroll as of May 13, 1999, who are members of the Union, shall maintain their membership in the Union as a condition of continued employment.
2. All Employees on the active payroll shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment, and shall thereafter maintain their membership in the Union as a condition of continued employment.
3. For the purposes of this Article, an Employee shall be considered a member of the Union if he/she tenders his/her periodic dues uniformly required as a condition of membership.
4. Subject to Article XIII, an Employee who has failed to maintain membership as required by this Article, shall be notified of such failure and shall have ten (10) calendar days following receipt of a written demand from the Union requesting payment to cure such failure by tendering the requested dues or will be subject to discharge by the Employer.
5. The Employer shall not discharge any Employee for non-membership in the Union (a) if it has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members, or (b) if it has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues uniformly required as a condition of acquiring or retaining membership.
6. The Union agrees that it will defend any claims, actions or proceedings brought against the Employer and indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action by the Employer taken under this Article.

ARTICLE III

CHECK-OFF

1. Upon receipt of a voluntary written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union, regular monthly dues and a non-refundable initiation fee as fixed by the Union. The Employer shall make the withholding for any initiation fee over two pay periods in two installments. There will be no initiation fee to anyone recalled from the recall list.
2. Upon receipt of a voluntary written authorization from an Employee in the form annexed hereto as Exhibit B, the Employer shall, pursuant to such authorization, deduct from the

wages due said Employee once a month the sum specified in said authorization and remit same to the Local 518, SEIU/COPE (Political Action Fund).

3. The Employer shall be relieved from making such "check-off" deductions upon the Employee's (a) termination of employment, or (b) transfer to a job other than one covered by one of the bargaining units, (c) layoff from work, or (d) an agreed leave of absence. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligations of making said deductions, except that deductions for any Employee's absence from employment for any of the foregoing reasons for a period of six (6) months or more shall require the execution of all additional or new authorization in accordance with paragraph 1 hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues payment.
4. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.
5. Each month, the Employer shall remit to the Union all deductions for dues made from the wages of Employees in the bargaining unit for the preceding month, together with a list of all Employees in the bargaining unit from whom dues have been deducted.
6. The Employer agrees to furnish the Union each week with the names of newly hired Employees in the bargaining unit, their addresses, classifications of work, location of employment, their dates of hire, and names of terminated or suspended Employees in the bargaining unit, together with their dates of termination or suspension, and names of Employees in the bargaining unit on leave of absence.
7. The Union hereby agrees that it will defend any claims, actions or proceedings brought against the Employer other than claims, actions or proceedings brought by the Union, indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action by the Employer taken under this Article.
8. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union and shall conform to applicable laws governing the collection and use of Employee dues.

ARTICLE IV

UNION RIGHTS AND REPRESENTATION

1. A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, shop stewards of the Union and/or Employees in the bargaining unit, and for the purposes of administering this Agreement. Representatives of the Union shall provide advance notice to the Labor Relations Manager or designee of the intent to visit an Employer location, and shall arrange a mutually convenient time for the visit to occur. Where the Union representative finds it

necessary to enter a work area of the Employer for this purpose, he/she shall first advise the Station Manager at that location or his/her designee, in person, as the Employer shall state. Such visits shall not interfere with the operation of the Employer. In the event a Union representative receives a telephone call during the workday for emergency Union business, the Union representative will be released to answer the telephone call. A Union representative will have access to a station telephone to make calls for emergency Union business that cannot be conducted outside business hours and shall be afforded reasonable privacy where feasible for such calls. Abuse of this privilege is subject to the grievance procedure.

2. The Employer shall provide a Bulletin Board at each location, which shall be used for the purpose of posting proper Union notices. Such Bulletin Board shall be placed conspicuously and at places readily accessible to workers in the course of employment.
3. The work schedules of Union representatives shall be adjusted to permit attendance at regular Union meetings and grievance hearings provided Employer operations shall not be unduly impaired.
4. The names of Union representatives at each location shall be submitted in writing to the Personnel Office of the Employer by the Union President/Vice President and/or designee upon the execution of this Agreement, and the Employer shall be advised in writing of any changes along with the names of all successors or replacements.
5. At any investigatory interview of or initiation of disciplinary action against an Employee called by the Employer, or whenever any Employee is requested by the Employer to provide a written statement, the Employee shall be informed of the opportunity to have a Union representative present. In the event the Employee declines Union representation, the Employee's waiver shall be in writing.
6. A Union representative shall have access to receive Union-related e-mails at all stations, provided the Employer is copied on all such e-mails.
7. Prior to the drug and alcohol testing of any employee, the Employer shall notify the shop steward and delegate.
8. When the Employer determines that a suspension or termination of an employee is warranted, the Employer's labor relations manager must meet or confer with the Union delegate to attempt to resolve the proposed discipline. If the Employer determines that the charges against the Employee are severe enough to warrant immediate termination, the Employer may order the Employee(s) to leave the property and the Employer shall immediately notify the shop steward and delegate.
9. At the conclusion of a disciplinary investigation of an Employee, the Employer shall forward all written statements and other records related to the investigation to the Union within 24 hours of the Employer's completion of the investigation, but no later than the Employer's answer to the grievance excluding any documents that are protected by medical privacy laws, the attorney-client privilege or attorney work product doctrine.

10. Subject to Article XXXV, paragraph 1, the Local 518 President/Vice-President or designee shall be solely responsible for the designation of the Local 518 representative to conduct a disciplinary or grievance investigation.
11. With the consent of the Union, the Employer may impose discipline on an Employee by telephone or by fax. The Union and the Employer may transmit information in the course of a disciplinary investigation by telephone or by fax.

ARTICLE V

PROBATIONARY EMPLOYEES

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days following the completion of two (2) weeks of training. The Employer may discharge any such Employee at will and such discharge will not be subject to the grievance and arbitration provisions of this Agreement; although, any probationary Employee may obtain Union representation after completion of the training period. Periods of unpaid leave shall not count toward the completion of probation.

ARTICLE VI

SENIORITY

1. Definition.

- (a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any bargaining unit capacity by the Employer, including credit to any Employee hired by the Company on or before November 8, 1998 for continuous employment service in the predecessor Division of Motor Vehicles vehicle inspection bargaining unit.
- (b) If there is a tie in seniority, which needs to be broken, it shall be broken according to the following order of preference: (1) status as a disabled veteran, (2) status as a veteran, or (3) lottery. A lottery shall be conducted by the Employer and witnessed by an impartial Union representative.
- (c) Union stewards shall have super-seniority at their assigned station for layoff and recall purposes; provided they are qualified to perform the remaining work and they work the schedule of the position. Such seniority preference may not be exercised to displace Employees at other stations.

2. Accrual.

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hire, except that an Employee returning to a bargaining unit position with the Employer within one (1) month after resigning in good standing shall have seniority retroactive to his/her original date of hire.

- (b) Bargaining unit seniority shall continue to accrue during a continuous authorized leave of absence up to one (1) year, including absence due to sickness, disability or leave qualifying as leave taken pursuant to the Federal Family and Medical Leave Act or the New Jersey Family Leave Act, provided that the Employee returns to work immediately following the expiration of such leave of absence and the Employee's position remains available; and during a period of continuous layoff not to exceed the lesser of one (1) year or for the length of an Employee's continuous employment, if the Employee is recalled to employment.
- (c) Part-Time Employees shall accrue seniority at one-half (1/2) the rate of Full-Time Employees as set forth in (a) and (b) above.

3. Loss of seniority. An Employee's seniority shall be lost when he/she:

- (a) Terminates voluntarily, except as set forth in Section 2(a) above.
- (b) Is discharged for just cause.
- (c) Fails to return following the end of an official leave of absence, unless he/she was prevented from returning due to circumstances beyond his/her control. Notice to the Employer will be given as soon as possible.
- (d) Is laid off for a period of twelve (12) months or the employee fails to return to work within 7 days of a return to work notice to a station within a 30 mile radius of the employee's home station, whichever is earlier. The Employer shall mail any return to work notice to the Employee by certified mail to the Employee's last known address. It shall be the Employee's responsibility to notify the Employer of the Employee's current address.

4. Application.

- (a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (b) Bargaining unit seniority shall be applied by location in layoffs and recalls and for scheduling of vacations as herein provided.

5. Layoff.

- (a) All layoffs will be by location and the selection of Employees to be laid off shall be made on the basis of bargaining unit seniority as hereinafter described, provided that the remaining Employees are willing to work the schedule for the remaining work.
- (b) The Employee at the location with the least amount of bargaining unit seniority, as defined herein, shall be laid off first, as explained below.
- (c) Except in emergencies, acts of God, or under operational situations directed by the State of New Jersey, in the event of a layoff, the Employer, prior to layoff, will:

- (i) Give the Union and affected Employee(s) thirty (30) days notice, or thirty (30) days pay in lieu thereof;
 - (ii) Notify the Union, in writing, of all Employees affected, dates of hire, job classification and bargaining unit seniority; and
 - (iii) Allow seven (7) calendar days from time of receipt of notification for the Union and the Employee(s) to meet with the Company to attempt to resolve all matters pertaining to the layoff.
- (d) Probationary Employees shall be laid off first without regard to their individual period of employment. Non-probationary Employees shall be the next to be laid off on the basis of their bargaining unit seniority.
- (e) With respect to Employees in the classifications of, Technical Specialist, Material Handler Associate, Material Handler Senior, Material Handler, and Material Handler Specialist, an Employee scheduled to be laid off shall be allowed to displace a junior Employee in the same classification from their location or station based on bargaining unit seniority. Equipment Repair Technician shall be laid off by statewide seniority.
- (f) With respect to Employees in the classifications of Senior Lane Technician, Lane Technician, and Full and Part Time Associate Lane Technician, an Employee scheduled to be laid off may exercise his/her seniority to remain employed as follows:
 - (i) If there exists a vacancy in the same or lower classification at his/her station, which the Employee has the ability to perform, the Employee may fill the available vacancy. This provision is not intended to circumvent paragraph 8 of this Article. If a Part-Time Associate Lane Technician is to be laid off and that Employee has greater full-time equivalent seniority than a Full-Time Associate Lane Technician who is to be laid off from the same station, the Part-Time Employee may displace the Full-Time Employee and continue provided he is willing to accept full-time employment.
- (g) Any displaced Employee who cannot otherwise displace a junior employee in the same classification from the same location or station, including all warehouse and/or all equipment technician personnel, may be offered a vacant Associate Lane Technician position at another facility by seniority statewide or may elect to accept a "Layoff." Equipment Repair Technicians may displace a junior Equipment Repair Technicians by statewide seniority.
- (h) Any Employee that is involuntarily displaced into a lower paying classification shall keep their current rate of pay.
- (i) In the event Layoff or classification elimination does occur with the Technical Specialist, Material Handlers Group or Equipment Repair Technicians, then the seniority date for these Employees shall be determined by the starting date that Employee obtained his or her current classification.

6. Recall.

- (a) Whenever a vacancy occurs, Employees who are on layoff shall be recalled in accordance with their bargaining unit seniority in the reverse order in which they were laid off from their station. If the vacancy cannot be filled by an employee laid off from that particular station, it will be filled by offering it to laid-off employees by seniority statewide. An Employee who does not accept a recall to a station within 30 miles of the Employee's home station will be removed from the recall list. Furthermore, no Employee can remain on the recall list for more than twelve (12) months.
- (b) A Part-Time Associate Lane Technician on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

7. Lane Technician Promotions.

The following procedure applies to Employees working in the classifications of Lane Technician and Full and Part Time Associate Lane Technician:

- (a) Where a promotional vacancy in the bargaining unit occurs, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit Employees for a period of not less than five (5) working days excluding weekends and holidays before the vacancy is filled. Where two (2) or more Employees are under consideration for such vacancy, the Employer shall promote the Employee with the greatest seniority, but may take into account disciplinary suspensions in the Employees' personnel file.
- (b) An Employee who is promoted shall, upon promotion, receive a salary adjustment to the pay grade of the position to which the Employee is assigned. Any Employee who is currently at or above the pay grade of the position to which he/she is being promoted shall continue to be compensated at the rate of the new title plus the differential between the Employee's previous and new titles.
- (c) An Employee who is promoted shall serve a probationary period of thirty (30) workdays on the new job. Periods of unpaid leave shall not count toward the completion of probation. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job without loss of seniority or other benefits, and he/she shall have the right to return to his/her former job classification and location, and displace the least senior employee in the classification, without loss of seniority.
- (d) Within sixty (60) days from the date of the promotion, an Employee who receives a promotion to a job outside of the bargaining unit shall have the right to return to the bargaining unit, in his/her former bargaining unit title and location, but any discipline while outside the unit shall not be grievable or arbitrable under the provisions of this Agreement.

8. Where the term “vacancy” or “vacant positions” is used in this Agreement, it shall mean the vacancy or vacant position that the Employer desires to fill.

ARTICLE VII

WAGES

1. The applicable wage rates for all Employees covered by this contract during the term of this agreement are set forth in Appendix A.
2. The Employer shall remit to each Employee covered by this contract a check in the following amounts less applicable withholdings:

2014: Full-Time Employees \$1,000; Part-Time Employees \$500

2015: Full-Time Employees \$1,000; Part-Time Employees \$500

3. Only active employees of Parsons on the date payment is due will be eligible to receive these payments. The Employer will make the payments on the first full pay period in January 2014 and January 2015. Employees who are on approved medical leaves at the time any of the payments under this section are due will be eligible to receive the payment upon their return to active status.

ARTICLE VIII

HOURS

1. The regular work week for all full-time Senior Lane Technicians, Lane Technicians, and full-time Associate Lane Technicians shall be eight (8) hours per day, five (5) days per week, Monday through Friday. The regular workweek for all Technical Specialists, Material Handler Associates, Material Handlers, Material Handler Seniors, Material Handler Specialists and Equipment Repair Technicians shall be eight (8) consecutive hours per day, five (5) days per week from 6:00 AM to 6:00 PM, Monday through Friday as determined by management.
2. Regular workweek schedules shall be posted one (1) month in advance.
3. Technical Specialists, Material Handler Associates, Material Handlers, Material Handler Seniors, Material Handler Specialists and Equipment Repair Technicians shall receive a one-hour unpaid lunch and four (4) fifteen minute paid breaks during their work day as the work schedule permits and which shall not interfere with business operations and shall not delay response to a needed repair.
4. Senior Lane Technicians, Lane Technicians, and full-time Associate Lane Technicians shall receive a one-hour unpaid lunch and four (4) fifteen minute paid breaks that shall be distributed two (2) in the first half of their work day and two (2) in the second half of their work day as the work schedule permits, plus any additional paid breaks at the discretion of management.

5. The regular workweek for all Part-Time Associate Lane Technicians shall be subject to the provisions set forth in Article XXV.
6. Part-Time Associate Lane Technicians may not be used to prevent full-time Employees from working overtime.
7. The Employer shall offer Senior Lane Technicians, Lane Technicians and full time Associate Lane Technicians overtime work related to inspection of vehicles before any other Employees, including part-time Associate Lane Technicians. For all other bargaining units, the Employer shall offer overtime work to full time Employees with the most seniority in that bargaining unit.
8. In stations that have only one inspection lane, the Employer will schedule at least three employees to work in that lane, which schedule will include at least one Senior Lane Technician and one Lane Technician.
9. Whenever a State of Emergency or Executive Order declared by the governor and/or chief administrator of the MVC is declared that closes State offices in a particular County, Employees at any affected station remaining in operation must be paid at the overtime rate of one and one-half (1 ½) times their regular rate of pay.
10. All Employees, with the exception of part-time Associate Lane Technicians, shall be guaranteed forty (40) hours of work, Monday through Friday.
11. For Saturday purposes only, the hours of operation for Senior Lane Technicians, Lane Technicians, Full and Part Time Associate Lane Technicians shall not be less than five (5) hours or more than eight (8) hours, subject to restrictions imposed by the State of New Jersey.
12. For Saturday purposes only, the regular hours for Technical Specialists, Material Handler Associates, Material Handlers, Material Handler Senior, Material Handler Specialists and Equipment Repair Technicians, shall be between 6:00 AM and 12:00 PM, as determined by management and subject to restrictions imposed by the State of New Jersey.
13. All work schedules for all employees, except lunch and daily breaks, will be made thirty (30) days in advance; however, schedules may be adjusted for purposes of attending training with two (2) weeks notice.
14. During hours of excessive heat or cold, the Employer shall take necessary precautions to protect the health and safety of Employees, including providing extended breaks and consolidating operations. Anamometers shall remain in their current locations.
15. Lunch breaks for full time employees shall start after 11:00 a.m.
16. All lunch and break schedules are to be made by Senior Lane Technicians for each lane that they are responsible for, subject to the approval of station management, which approval shall not be unreasonably withheld.

ARTICLE IX

OVERTIME

1. Employees shall be paid one and one-half (1 ½) times their regular rate of pay for authorized time worked in excess of the regular full-time work week for their classification as set forth in Article I, Section 1.
2. Any employee called in to perform emergency overtime work outside their normally scheduled work day shall be paid one and one half (1 ½) times their regular rate of pay for a minimum of two (2) hours whether or not two hours are actually worked. If an Employee is called upon to perform emergency overtime work, the overtime pay period commences upon the Employee's arrival.
3. Employees called in to perform overtime work on a recognized holiday shall be paid one and one-half (1 ½) times their regular rate of pay for hours worked in addition to the holiday pay equal to eight (8) hours pay at the straight-time-rate of pay for full-time employees and five (5) hours pay at the straight-time-rate of pay for part-time employees.
4. Employees called in to perform overtime work on Saturdays or Sundays shall be paid as follows:
 - (a) One and one half (1 ½) times their regular rate of pay for all hours worked on Saturday.
 - (b) Two (2) times their regular rate of pay for hours worked on Sunday and shall be guaranteed a minimum of four (4) hours pay.
5. Material Handler Associates, Material Handlers, Material Handler Senior, Material Handler Specialists, and Technical Specialists shall be offered available overtime in seniority order on a rotational basis. In the event insufficient numbers of Employees accept such offers, the least senior Employee in shall be obligated to accept the overtime assignment on a rotational basis unless he or she can find another Employee to take his/her place. Employees drafted for overtime after their scheduled work shift shall be guaranteed at least one-half (1/2) hour of overtime pay, regardless of time worked.
6. Equipment Repair Technicians shall be offered available overtime, first to the Employee who is normally assigned to the station in which the overtime is needed. If that Employee declines the opportunity the overtime shall next be offered to other Employees in the same region in seniority order on a rotational basis. In the event insufficient numbers of Employees accept such offers, the least senior Employee in the station shall be obligated to accept the overtime assignment on a rotational basis unless he or she can find another Employee to take his/her place in their region. Employees drafted for overtime after their scheduled work shift shall be guaranteed at least one-half (1/2) hour of overtime pay, regardless of time worked.
7. Senior Lane Technicians and Lane Technicians shall be offered available overtime, including Saturdays, in seniority order of the two classifications combined on a rotational

basis, first at the station and then at surrounding stations. After the Employer has assigned overtime to those Employees to meet operational demands, the Employer shall offer remaining overtime to Associate Lane Technicians then all other Employees in the Lane Technician bargaining unit, excluding part-time Employees, by seniority on a rotational basis, first at the station and then at surrounding stations. In the event insufficient numbers of Employees accept such offers, the least senior Employee in those classifications, including part-time Employees, shall be obligated to accept the overtime assignment on a rotational basis unless he or she can find another Employee to take his/her place. No Employee can be drafted for overtime to perform vehicle inspections except for Employees in the Lane Technician bargaining unit.

8. Senior Lane Technicians, Lane Technicians, Full and Part Time Associate Lane Technicians, shall not be compelled to work more than one (1) hour of overtime after their scheduled work shift. The Employer shall provide Employees a minimum of two (2) hours notice of the need for overtime. In the event of unforeseen business circumstances, the Employer may compel a two (2) person crew of Employees to work up to one (1) hour of overtime on a rotational basis without providing the requisite notice.
9. Employees drafted to work after their scheduled shift, including on Saturday, shall be guaranteed one-half (½) hour of overtime pay, regardless of the amount of time actually worked.
10. The Employer shall maintain records of all overtime, the overtime rotational order and overtime call status of each Employee, and records of the total overtime worked and refused by each Employee. Upon request, such records shall be made available for inspection to Union officers, Union representatives and Employees concerned.
11. The Employer shall have the discretion to determine the number of lanes that need to be opened on Saturday. The Employer also has the discretion to use Employees for operational needs, including moving Employees from one lane to another. The Employer may assign an Employee to be a “swing person” who will switch between lanes as necessary to meet workload demands. For example, if the Employer opens with two lanes but only five Employees are available to work, the Employer may use five Employees on one lane or use two in each lane with one Employee serving as the “swing person.” The Employer agrees to limit the use of a swing person to situations where there are two contiguous lanes with unobstructed views for the swing person between the two lanes.

If no Senior Lane Technician or Lane Technician is available to work in each lane, the Employer may temporarily promote the most senior Associate Lane Technician for the shift at the current Lane Technician rate of pay, regardless of that Associate Lane Technician’s discipline record.

In the event that there are not enough volunteers for Saturday overtime, management must call other stations by the Wednesday preceding that Saturday, in an attempt to get volunteers. If, after contacting other stations, there are still not enough volunteers, management shall rely on a combination of volunteers and drafting in order to staff the

lanes at the target percentage of seventy per cent (70%) of the total employee population actively working at the station by 2 p.m. on the previous Wednesday. In the event management requires more than four (4) inspectors per lane, overtime shall be offered to all station personnel based upon seniority, regardless of classification, on a rotational basis.

12. If there are more volunteers for overtime opportunities in a particular classification than are needed, an Employee may request an overtime opportunity in a lower classification. The request will be honored as long as all Employees in the lower classification have been offered overtime and all have declined. An Employee who normally works in a higher classification and volunteers for overtime at a lower classification must perform the duties of the lower classification during the overtime period, but will be paid overtime based on his/her regular rate of pay. Managers will open up the stations and may start up the lane equipment or seek assistance from an inspector or any other licensed Employee in any bargaining unit for the start up.
13. Employees may volunteer for early release from their Saturday shift and the manager may release them based on the needs of the station. Pay will be for time worked.
14. No Senior Lane Technicians, Lane Technicians, Full and Part Time Associate Lane Technicians can be forced to work more than one (1) hour beyond his/her scheduled shift on Saturdays.
15. Saturday schedules must be posted by 2:00 p.m. on the previous Wednesday.
16. All full-time Employees can volunteer to work on Saturdays provided they inform management by 2 p.m. on the previous Wednesday. Any full-time Employee who is scheduled to work on a Saturday, whether they have volunteered or been drafted, may arrange for a qualified replacement provided that the originally scheduled Employee notifies their manager by 2 p.m. on the previous Friday.
17. On non-holiday Saturdays that fall on either one of the first two operational days or one of the last two operational days (i.e., excludes Sundays) of the month, all Senior Lane Technicians, Lane Technicians, and Full and Part Time Associate Lane Technicians are expected to work and may be drafted at 100% of the station headcount unless time off has been previously approved.
18. When a Senior Lane Technician, Lane Technician, or Associate Lane Technician from another station is asked to work overtime on a voluntary basis, the company must notify that employee two (2) hours before his/her shift ends before rescinding the offer of overtime.
19. For Saturday overtime only, with respect to Employees performing vehicle inspections, there shall be two (2) twenty (20) minute breaks between 8:00 a.m. and 11:00 a.m. During any Employee's break period, management may perform vehicle inspections. There shall be no scheduled breaks before 8:00 a.m. or after 11:00 a.m.

20. The following rules apply to Employees performing vehicle inspection work on Saturday:
- (a) Before 10:30 a.m., the Employer may not have fewer than two Employees inspecting vehicles in a single lane.
 - (b) In the event that the Employer chooses to staff a lane with two inspectors after the completion of breaks, one Employee in that lane shall be either a Senior Lane Technician or a Lane Technician.
 - (c) With the exception of Employees who volunteer to leave early, Employees who have finished inspecting vehicles at any time after 12:00 p.m. shall be paid to the next one-half (1/2) hour.
 - (d) The Employer agrees that it will turn away vehicles that have not pulled a ticket by closing time, unless directed otherwise by the State.
21. Whenever an Employee is on vacation or personal leave that Employee has the responsibility to notify the Employer of his or her availability to work overtime, which includes Saturdays.
22. On Saturday, managers can only work in lanes with 2 or fewer employees when inspecting vehicles.

ARTICLE X

HOLIDAYS

1. All full-time Employees shall be paid eight (8) hours pay and all part-time Employees shall be paid five (5) hours pay for the following recognized holidays under this Agreement:
- 1) New Year's Day
 - 2) Martin Luther King's Birthday (3rd Monday in January)
 - 3) Lincoln's Birthday
 - 4) Washington's Birthday (3rd Monday in February)
 - 5) Good Friday
 - 6) Memorial Day (Last Monday in May)
 - 7) Independence Day
 - 8) Labor Day
 - 9) Columbus Day (2nd Monday in October)
 - 10) Election Day
 - 11) Veteran's Day (November 11)
 - 12) Thanksgiving Day
 - 13) Christmas Day
 - 14) "Employee's Birthday Holiday" – An Employee birthday shall be considered to be a paid holiday. The Employee shall have the option of taking his/her birthday off from work as a paid holiday or, if work is available, working on that day for an additional eight (8) hours of pay at his or her regular straight time rate of pay. In the event the Employee's Birthday Holiday falls on another paid holiday, then the Employee's Birthday Holiday will be used on the following workday.

2. In the event any of the above holidays falls on a Sunday, it shall be celebrated on the following Monday.
3. In the event any of the above holidays falls on a Saturday, it shall be celebrated on the preceding Friday.
4. In the event Christmas Day, New Year's Day, Veteran's Day, Lincoln's Birthday or Independence Day falls on a Saturday, it shall be celebrated on the preceding Friday. The Employer agrees not to open any stations on these Saturday holidays.
5. Holidays, as defined in this Article, shall be credited toward regular hours worked for the purposes of calculating overtime pay for Employees.
6. In order for an Employee to be paid for a holiday, the Employee must work the day before and the day after the holiday, unless time has been previously approved. If sick time or emergency personal time is used on either day, the Employee must present documentation satisfactory to the Employer to substantiate the unanticipated nature of the absence. Otherwise, the Employee will not be paid for the holiday.

ARTICLE XI

DISCIPLINE

1. The Employer agrees to utilize the following progressive discipline steps for absenteeism, minor offenses and lateness.
2. **PROGRESSIVE DISCIPLINE:**

OFFENSE	ACTION	RETAINS IN PERSONNEL FILE FOR
First	Step One	Twelve (12) Months*
Second	Step Two	Twelve (12) Months*
Third	Step Three	Twelve (12) Months*
Fourth	Step four	Twelve (12) Months*
Fifth	Step Five - Final Warning	Twelve (12) Months*
Sixth	Step Six - Termination	

* Periods of unpaid leave shall not count toward the twelve (12) month period.

3. The Employer is not obligated to follow Progressive Discipline and reserves the right to discipline, suspend, or discharge any Employee for just cause for major offenses. For purposes of this Agreement, "major" offenses may include violations of Company safety procedures.

4. Any warning that is issued to an Employee must be signed by the Employee or his Union representative prior to being placed in the Employee's file. This signature indicates only that the Employee has been informed that a document is being placed in his/her file. The signature does not, under any circumstances, constitute an admission of guilt or agreement to any discipline being imposed.
5. Where the Employer imposes or intends to impose discipline, written notice of such discipline shall be given to the Employee and the Union's representative and/or designee. Such notice shall specify the nature of the charge, describe specifically the alleged acts and/or conduct upon which the charge is based, and specify the nature of the discipline.
6. Any unpaid leave, except for approved unpaid leave or leave under the Family and Medical Leave Act, may result in discipline.
7. The Employer agrees to utilize the following progressive discipline steps for safety violations for all Employees:

VIOLATION		MINIMUM
Unsafe operation of motor vehicle. Including, but not limited to: Operating vehicle with the door open Leaving vehicle unattended and running Improper smoke test (<u>i.e.</u> , not in vehicle with door closed) Leaving vehicle running during gas cap test Failing to disconnect gas cap adaptor after sticker has been applied.		Step Four
Car getting away due to negligence including: Vehicle striking a person Vehicle striking another vehicle Vehicle striking building or equipment.		Termination
Horseplay resulting in injury. (See SOP 10.1.24)		Termination
Fighting. (See SOP 10.1.24)		Termination
Using a telephone within the lane inspection area. (See SOP 10.1.30)		Termination
Possessing or carrying a telephone within the lane inspection area. (See SOP 10.1.30)		Step Five
Smoking/eating/drinking in vehicle under inspection.		Step Three
Car getting away through negligence and vehicle striking another vehicle with no damages to all vehicles involved and no injuries to all people involved. Car getting away through negligence and vehicle striking building or equipment with no damages.		Step Five

Unsafe scraper usage. Including but not limited to: Scraping sticker with customer in vehicle (Handicapped motorists exempted) Carrying scraper in a pocket		Step Three
Climbing over safety fences/barriers.		Step Three
Moving vehicles without removing probe.		Step Four
Unsafe attire (i.e., untied shoes, baggy style pants, doo rags, etc.)		Step One

ARTICLE XII

NO STRIKE OR LOCKOUT

1. No Employee shall engage in any strike, picketing, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer for the duration of this agreement.
2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate or sanction any strike, picketing, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.
3. The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law. Except as expressly provided in this Agreement, any statutory right that Employees may otherwise have under the National Labor Relations Act to engage in such conduct is hereby expressly waived by the Union.
4. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, picketing, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer occur; the Union, within twenty four (24) hours of a request by the Employer, shall:
 - (a) Publicly disavow such action by the Employees.
 - (b) Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
 - (c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
 - (d) Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing Employees to return to work immediately.
 - (e) After delivery of the above statement to the Company, the Union will take no action, which in any way undermines it.

5. Any Employee who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline, as the Company in its discretion shall determine. The Employee shall have recourse to the grievance and arbitration procedure only as to the question of whether he or she in fact participated in such prohibited activity.
6. The Company shall be entitled to all appropriate judicial remedies, including but not limited to injunctive relief, if a violation of this Article should occur. In lieu of or in addition to any such action for injunctive relief or damages, the Company may also seek relief under the grievance and arbitration procedure.

ARTICLE XIII

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint between the parties hereto arising out of this Agreement or the Employer's Standard Operating Procedures, i.e., disputes relating to the interpretation, application, performance, termination, or any alleged breach of this Agreement, and shall be processed and disposed of in the following manner.
 - (a) Step 1. Within fifteen (15) calendar days from the date when the facts or occurrence giving rise to a grievance are known or should have been known to the aggrieved Employee, the Employee having the grievance shall, through his/her Union delegate or other Union representative, take it up with his/her immediate supervisor. If no resolution is reached at that time, a standard contractual grievance form shall be completed by the aggrieved Employee and submitted to the immediate supervisor. The Employer shall give its answer in writing to the Employee and/or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.
 - (b) Step 2. If the grievance is not settled in Step 1, the grievance may, within ten (10) calendar days after receipt of the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and/or his/her Union representative, and presented to the Labor Relations Representative of the Employer. Within ten (10) days after receipt of the Step 2 grievance, the Labor Relations Representative and a Union officer or his designee shall meet in an effort to settle or resolve the grievance. In the absence of any settlement or resolution, a grievance so presented in Step 2 shall be answered by the Employer in writing within ten (10) calendar days after its presentation.
 - (i) Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, but shall entitle the Union to proceed to the next step.
 - (ii) Notwithstanding the procedure set forth above, a grievance concerning a discharge or suspension may be presented initially at Step 2, within the time limit specified in Step 1 of this Section.
 - (iii) Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 2 by notice in writing addressed to the Union at its offices.

2. Failure of the grieving party to adhere to the time limit established herein shall render the grievance null and void. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
3. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Step 1 lacks authority to settle or resolve, may initially be presented at Step 2 by the Union representative.

ARTICLE XIV

ARBITRATION

1. A grievance, as defined in Article XIII, which has not been resolved there under within thirty (30) calendar days after completion of Step 2 of the grievance procedure, may be referred to arbitration by the Employer or the Union for disposition by an arbitrator selected in accordance with the procedures of the New Jersey State Board of Mediation, but no later than 60 days after completion of Step 2 of the grievance procedure. All discharge arbitrations shall be scheduled within six (6) months of the date of the notice of intent to arbitrate, although the actual date of the hearing may take place at a later date.
2. The fees and expenses of the arbitrator or the New Jersey State Board of Mediation, if any, shall be borne equally by the parties.
3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees. The arbitrator's decision shall be rendered no later than thirty (30) days after the close of the arbitration hearing.
4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XIII, and only as to the issues presented at the lower stages of the grievance procedures of Article XIII and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.
5. No adjustment or decision may provide retroactivity exceeding sixty (60) days prior the date of the filing of a written grievance.

ARTICLE XV

ACCESS TO PERSONNEL FILE

1. Within twenty-four (24) hours of an Employee's request to the Human Resources Department, an Employee shall be given the opportunity to review and examine any documents in his/her personnel file that are used by management to evaluate the

Employee's qualifications for employment, promotion, compensation, termination or disciplinary action. The Employer and the Employee have the right to review and examine such documents in the presence of an appropriate management employee and a Union representative upon request. The Employee may file a written response of reasonable length to any memoranda or documents, which are derogatory or adverse to him. The written response will be included in the Employee's permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question.

2. No document of anonymous origin shall be used against any Employee in any arbitration proceeding except as a defense to a claim that the Company lacked probable cause to investigate.
3. Copies of any documents related to the verbal or written discipline or work performance of an Employee, received or prepared by the Employer, will be given to the Employee in the presence of a Union representative at the time they are received or prepared by the Employer, and the Employee or Union representative shall initial the documents. If, at that point, the Employee and/or Union representative refuses to initial the documents, then the documents must be sent to a Union officer to be initialed. The initials shall only verify that the documents were received and does not reflect agreement with the contents of the documents.
4. No Employee shall be given access to any other Employee's file and any review of an Employee's file by a Union representative shall require the Employee's written request and authorization that the Union be given access.
5. Neither the Employee nor the Union shall be provided access to any file documents involving or relating to any official criminal investigation.

ARTICLE XVI

TRAINING

The Company will provide a written orientation and training process for all newly hired Employees.

ARTICLE XVII

HEALTH BENEFITS

1. As of the first of the month after the first sixty (60) days of employment, all Full-Time regular Employees and Part-Time Employees shall be eligible to participate in the health benefit plans offered to non-bargaining unit employees in the service area of this Agreement. Such participation shall provide the same coverage under the same terms as are offered to other Company employees. The description and terms of the benefit plans

are set forth in the applicable Plan Documents, including the summary plan descriptions, which are incorporated herein.

2. The Company reserves the right to modify, amend or terminate such plans in its sole discretion. However, in the event the Company decides to terminate one or more plans, the Company agrees to replace the terminated plan(s) with plan(s) of comparable coverage and terms.
3. The Employer agrees to take or cause to be taken the action necessary to extend participation in the Group Benefits Plan for Employees of Parsons Corporation and Designated Subsidiaries (FSA portion), Plan number 502, (the "Program") to eligible Employees in the bargaining unit who voluntarily elect to participate in the Program. Such action shall be taken as soon as practicable after the Effective Date and participation in the Program may begin thereafter, in accordance with the terms of the Program. The Employer has no obligation to make contributions to the Program, other than contributions designated by participants to be made from their pay.
4. The Employer agrees to make the following payments to eligible Employees during the term of this Agreement:
 - a. For those Employees identified in Appendix B, who were enrolled during 2013 in the Aetna HMO option and who paid a higher employee contribution for health insurance during 2014, the Employer will pay the amounts provided. The Employer will make these payments at the time of the second paycheck in December 2014.
 - b. For calendar year 2015, the Employer will pay all Employees a gross amount of \$1,000 in four equal installments at the time of the first paycheck in March, June, August and October 2015.
 - c. For calendar year 2016, the Employer will pay all Employees a gross amount of \$1,000 in four equal installments at the time of the first paycheck in March, June, August and October 2016. Provided, however, that if the Employer's contract with the State of New Jersey terminates before the end of 2016, the \$1,000 payment will be prorated to match the percentage of the year for which the Employer maintains the contract. The Employer will pay any remaining amounts due under this section within 45 days after the contract with the State of New Jersey terminates. For example, if the Employer's contract with the State terminates on May 31, 2016, the Employer would pay each employee \$416.67 ($\$1,000 \times 5/12$); \$250.00 at the time of the first paycheck in March and \$166.67 on or before July 15, 2016. If the Employer's contract with the State terminates on November 5, 2016, the Employer would pay each employee \$873.97 ($\$1,000 \times 319/365$); \$250.00 at the time of the first paycheck in March, June, and August, and \$123.97 on or before December 30, 2016.

The parties expressly agree that (1) only active Employees of the Employer on the date each payment is due during 2015 and 2016 will be eligible to receive the payment, (2) if the Employer's contract with the State of New Jersey terminates before the end of 2016, only employees actively employed on the last day of operations will be eligible to receive the final pro-rated payment, (3) the Employer's obligation to make the payments provided for in this section will terminate upon the expiration of this Agreement, (4) no payments will be due after the expiration of this Agreement unless and until the Employer agrees to make such payments in a new collective bargaining agreement, and (5) the payments made under this Article shall not provide the basis for any "past practice" between the parties.

ARTICLE XVIII

INDIVIDUAL CONTRACTS

The Employer will not enter into individual contracts with any bargaining unit members.

ARTICLE XIX

LABOR/MANAGEMENT SAFETY PROGRAM

1. Employer shall provide a safe, sanitary workplace and make reasonable provisions for the safety and health of Employees in the work environment including appropriate safety devices and equipment for their protection.
2. Employer agrees to provide adequate and regularly maintained sanitary facilities for Employee use.
3. When or if an Employee reports incidents of unsafe or unsanitary conditions to management, the Employer must promptly investigate any such conditions and take appropriate corrective action as soon as possible. Employer agrees to comply with all applicable safety and health regulations.
4. Employees shall not be required to work under conditions which present an imminent danger to their safety or health.
5. In the event of an on-the-job injury requiring professional medical attention, the Employer will call for an ambulance when necessary or arrange for other transportation to the nearest medical facility when necessary. The Employee's statement as to the extent of his injuries shall be taken into consideration in determining whether the nearest medical facility shall be utilized.
6. It is understood that safety and health hazards as used in this Article are not intended to include those hazards reasonably associated with the performance of an Employee's assigned duties.
7. Employees will maintain acceptable levels of personal hygiene and cleanliness in accordance with the nature of the Employee's work.

8. In the event an Employee is injured on-the-job and is sent home by a medical professional, he/she will be paid for that workday. Any Full-Time or Part-Time Employee who received approval to return to work after an on-the-job injury will be paid for leave taken for follow-up appointments as long as the following criteria are met:
 - (a) The follow-up visit must be at the doctor's request;
 - (b) The appointment must occur during the Employee's scheduled work shift;
 - (c) The Employee will be paid at the straight time rate, not at the overtime rate; and
 - (d) The Employee will be paid for reasonable driving time, not to exceed sixty (60) minutes of total drive time.
9. No Employee shall be forced to perform manual labor tasks, consistent with past practice, including but not limited to snow removal, landscaping, and loading or unloading materials except for the loading and unloading of Company assigned vehicles.

ARTICLE XX

LEAVE OF ABSENCE DUE TO JOB RELATED INJURY OR DISEASE

1. All Employees covered by this Agreement who are disabled because of a job-related injury or disease shall be granted a leave of absence.
2. Such leave shall be granted for up to twenty-four (24) months from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the Employee. In the event that the Employee returns to work without restrictions and the Employee feels that he/she cannot fully perform, the Employee may request a second opinion by a qualified, Employer-approved doctor.
3. Nothing herein shall deprive any Employee of any rights under the New Jersey Workers' Compensation Act. Employees denied leave under this Article or whose eligibility has expired may apply for a temporary disability award under such Act.
4. Any part of the salary or wages paid or payable to an Employee for a leave under this Article shall be reduced by the amount of Workers' Compensation Award under the New Jersey Workers' Compensation Act for temporary disability, covering the period of leave under this Article.

ARTICLE XXI

LEAVE OF ABSENCE WITHOUT PAY

1. Employees covered by this Agreement may, in the sole discretion of the Employer, be granted a leave of absence without pay for a maximum period of one (1) year. The granting of requests for leave of absence without pay will not be unreasonably withheld.

2. Requests for a leave of absence without pay must be submitted in writing to the Employer's Human Resources Department not less than thirty (30) days prior to the date the requested leave is to commence in the absence of special circumstances. The request shall state the reason for the request, the duration of leave requested and the anticipated return date. Every effort will be made to place the Employee in a position for which he/she is qualified upon their return if a vacancy exists but except as provided below, there is no guarantee that a position will be available upon return or that reinstatement will be made.
3. Employees who request leaves of absence due to personal injury or illness and who can provide medical certification establishing a qualified disability during the requested period not to exceed twelve (12) months, shall be guaranteed a position upon their return to the station where they were last assigned, at their previous classification and at the current wage rate.

In the event an Employee has his/her driver's license and/or inspector's license suspended, the Employee may request a period of no more than thirty (30) days for the sole purpose of restoring their license. The Employee shall use his/her accrued vacation time during the period of license suspension, without being subject to discipline for taking such leave.

ARTICLE XXII

LICENSE FEE

The Employer will reimburse All Bargaining Unit Employees for fees paid to the State of New Jersey, Division of Motor Vehicles for their Emissions Inspector Licenses.

ARTICLE XXIII

MILITARY LEAVE

Any bargaining unit Employee, who enters one of the Uniformed Services and qualifies for the benefits under the Employment and Reemployment Rights of the Uniformed Services Act, shall be given the benefits contained in that Act and any other applicable law concerning military service.

ARTICLE XXIV

SUBCONTRACTING

1. Bargaining unit work for Technical Specialists, Material Handlers and Equipment Technicians shall not be assigned to employees outside of these bargaining units and shall not be subcontracted to parties who are not signatory to this agreement except for (a) warranty work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee, (b) technical support or service furnished by a manufacturer during installation, start-up, or testing, (c) any work performed by providers of proprietary systems, and (d) work performed consistent with the Employer's outside servicing practices as of the date of this Agreement.

2. In the event the Company contracts to perform maintenance work at private inspection stations, such work shall be considered bargaining unit work and shall be assigned to bargaining unit employees who have been previously trained on the equipment to be serviced.

ARTICLE XXV

PART-TIME EMPLOYEES

1. Part-Time Employees must have valid Emission Inspector Licenses and shall receive pay based on the wage rate of Full-Time Lane Technicians.
2. Part-Time Employees shall accrue paid leave at one-half (1/2) the rate of Full-Time Employees. Seniority accrues at the full-time rate for the first year for all employees that are converted from full-time to part-time, and then starts accruing at the part-time rate in year two (2).
3. Any Full-Time Employee that is reduced to part-time maintains their full-time hourly rate, but their benefits will be reduced to one-half (1/2) the rate of the Full-Time Employees.
4. Part-Time Employees may not be scheduled to work more than thirty (30) hours per week, or five (5) hours per day, unless they are drafted to work an additional hour at the end of their shift with a two-hour notice. Saturday hours are the same as full-time hours, 7 a.m. thru 12 noon. Part-Time Employees may waive, at their discretion the two-hour notice to work any extra time at the end of their normal daily shift. Work schedules are determined by management, two weeks in advance, assuring they do not impose on the Full-Time Employee's schedule or overtime.
5. Part-Time Employees may volunteer to work an extra hour(s) before or after their normal schedule shift, as long as the Full-Time Employee's schedule is not impeded. The hours still may not exceed 33 hours in the week.
6. Part-Time Employees can be drafted to stay beyond their shift for 1 hour with a proper two-hour notice.
7. The workweek starts on Saturday and ends on Friday.
8. If a station is closed on a Saturday, Part-Time Employees may be asked to volunteer, but not drafted to work up to thirty-three hours Monday through Friday.
9. Part-Time Employees are to receive three (3) 15-minute breaks a day, except on Saturdays, when they will receive two (2) 20-minute breaks. Part-Time Employees have all their breaks scheduled by management with no two (2) breaks in the same hour. No Part-Time Employees shall be entitled to receive a break in the first half hour of their starting time or their last half hour of normal scheduled shift.
10. Part-time Employees can waive the 2-week notice for schedule changes if they want to work an additional shift that is not part of their set schedule, providing overtime and scheduling hours do not impose on the Full-Time Employees.
11. Saturday is a mandatory workday for Part-Time Employees.
12. Part-Time Employees may not be scheduled so as to deny available overtime to Full-Time Employees.

13. Part-Time Employees hired before July 31, 2009, who work on Saturdays will be paid at their overtime rate for hours worked between 10:00 a.m. and 12:00. All other Part-Time Employees who work on Saturdays will be paid at their regular rate of pay.
14. Part-Time Employees' schedules must be posted 2 weeks in advance.
15. Part-Time Employees will have their own transfer list and a copy will be provided to the Union, updated weekly.
16. Part-Time Employees seeking promotion to Full-Time positions shall be awarded full-time positions based on seniority as set forth in Article VI; Section 7, after the position has been posted. In addition, the recall list has first right of refusal to their home station by seniority according to Article VI.
17. All Part-Time Employees are entitled to the same paid holidays as Full-Time Employees. However, they shall be paid only for the hours of their regularly scheduled shift at the appropriate regular straight-time rate of pay on such holiday.
18. All Full Time Employees that accept part-time positions will be paid out any accrued entitlements, and then start new accruing part-time benefits.

ARTICLE XXVI

PERSONAL LEAVE

1. In lieu of continuing the personal leave provided for under previous agreements between the Employer and the Union, the Employer will make annual payments to employees according to the following schedule:
 - (i) For 2013 the Employer will pay for any unused personal days at the Employee's current rate of pay as of the first paycheck in December.
 - (ii) For 2014 and each year thereafter, included in the first paycheck in December of each year, an amount equal to five (5) days of the employee's regular pay. Full-time employees will receive an equivalent of forty (40) hours pay; Part-time employees will receive an equivalent of twenty (20) hours pay.

Only active Employees of the Employer on the date payment is due will be eligible to receive these payments.

2. With respect to the payment due in a year in which the Employer's contract with the State terminates for any reason, only Employees who are actively employed on the date the Employer's contract with the State terminates will be eligible to receive the payment. The Employer will prorate the annual five (5) personal days over the balance of the Employer's contract with the State for that final year. For example, if the Employer's contract with the State terminates on June 30, 2016, the Employer would pay an amount to each employee based on 2.5 days of pay. The Employer will pay this amount within forty-five (45) days after the contract with the State of New Jersey terminates.

Employees who are on approved medical leaves at the time any of the payments under this section are due will be eligible to receive the payment upon their return to active status.

ARTICLE XXVII

RESIGNATION

An Employee who resigns shall give the Employer two (2) weeks advance notice.

ARTICLE XXVIII

SECTION 401(K) PLAN

All regular Full-Time and Part-Time Employees shall be eligible to participate in the Company 401(K) plan as it is currently maintained and as it may during the life of this agreement be modified, provided that any such modification shall not diminish the current contribution and matching provisions for Employees, unless provisions are agreed to by the Company and the Union.

ARTICLE XXIX

SICK LEAVE

1. Sick leave may be utilized by Employees when they are unable to perform their work due to illness or injury. Sick leave may also be used for short periods because of a death in the Employee's immediate family or in order to tend to a member of the Employee's immediate family who is ill.
2. Full-time Employees shall be entitled to eighty (80) hours of sick leave each calendar year. Part-time Employees shall be entitled to forty (40) hours of sick leave each calendar year. Sick leave is credited at the beginning of the calendar year in anticipation of continued employment for the full year. Employees hired during a calendar year shall be credited eight (8) hours of sick leave for each month of service, up to a maximum of eighty (80) hours for the remainder of that calendar year; Part-Time Employees hired during the calendar year shall be credited four (4) hours of sick leave for each month of service up to a maximum of forty (40) hours. Unused sick leave shall accrue from calendar year to calendar year. Full-Time Employees who terminate their employment during the calendar year for any reason will be entitled only to those sick days accrued through the date of termination. If the Employee has used a greater number of sick days than accrued through the date of termination, the Company may deduct the excess from the Employee's last paycheck.
3. In all cases of illness, whether of short or long duration, the Employee is required to notify Employer at the earliest possible time, but in no event later than thirty (30) minutes prior to Employee's reporting time for work. If the duration of absence is three (3) working days or more, the Employee must provide a written and signed statement by Employee's health care provider justifying the entire absence and the Employee must report to Employer as to his/her continued absence on every third (3rd) day thereafter, unless other arrangements are made by Employer. An Employee's failure to report absences in accordance with this section or an Employee's abuse of sick leave privileges may be cause for disciplinary action. Furthermore, Employees who demonstrate a pattern

of absenteeism, including but not limited to calling out on a Monday or Friday twice during a 30-day period, going home early two (2) times during the same work week, going home early three (3) times during a 30-day period, or taking time off on the same day of the week three (3) times during a 30-day period, may be subject to discipline. In any event, the Employer reserves the right to request documentation to substantiate any absence from work for which the Employee seeks to use sick time.

4. If an Employee knows that he/she will require sick leave for more than ten (10) days, the Employee must request such leave in writing to his immediate manager. This request must be accompanied by a written and signed statement by a health care provider, which includes the anticipated duration of the Employee's incapacity.
5. Employees may use sick leave for periods of less than a full work day for the following: (1) onset of illness while working; (2) tending to a member of his/her immediate family who is ill; or (3) for a medical appointment that could not be arranged during non-work time. The Employee must charge such sick leave time against his accumulated sick leave balance, or, if such Employee has no sick leave balance, against personal leave, or, alternatively, the Employee may take leave without pay. Utilization of any sick leave for less than a full workday shall be on an hourly basis: one (1) hour of sick leave charged for each hour, or portion thereof, taken off from the work shift.
6. Employees on approved leave under the Family and Medical Leave Act who have exhausted their sick leave may elect, at his/her discretion, to use unused vacation days during the leave.
7. Upon retirement or separation, any accrued but unused sick leave shall be paid out to an Employee at the highest rate of pay the Employee received during the last year of his/her employment.
8. Employees shall be subject to these sick leave provisions for all assigned shifts Monday through Saturday regardless of whether an Employee was drafted or volunteered to work such assigned shift.
9. With the exception of Employees using intermittent leave under the Family Medical Leave Act, Employees will be charged sick leave for the first day of any absence. Employees may use unpaid leave during periods of excused sickness.
10. Employees may use sick leave for emergency or personal reasons in increments of a full day or less; provided, however, that full-time employees may use no more than forty (40) hours per year and part-time employees may use no more than twenty (20) hours per year for this purpose. If an Employee has exhausted their sick time during any calendar year without having used the maximum amount allowed for emergency and personal reasons, the Employee may use any accrued and unused vacation time for this purpose until the maximum amount of time off allowed for this purpose is reached. The Employer reserves the right to request documentation to substantiate use of sick time and vacation time for emergency or personal reasons consistent with its past practice.

ARTICLE XXX

SPECIAL LEAVE

1. Jury Duty, Civil Defense, Witness Appearances.

- (a) Employees who are required to serve on jury duty during a scheduled workday shall be excused from work with pay, less the jury stipend, during any calendar day in which such jury duty is performed.
- (b) Employees who are required to perform emergency civilian duty in relation to national defense or other national emergency during a scheduled workday shall be excused from work with pay during any calendar day in which such emergency duty is performed up to a maximum of five (5) days in any calendar year.
- (c) In no case will this special leave be granted or credited for more than eight (8) hours in any day or forty (40) hours in any week.
- (d) The Employee shall notify management immediately of the required leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

2. Bereavement Leave.

Bereavement leave shall be granted with pay to regular Employees who take leave due to the death of a member of the Employee's immediate family, up to a maximum of twenty-four (24) hours for each bereavement. For purposes of Bereavement Leave, a "member of the Employee's immediate family" includes a grandparent, parent, stepparent, sibling, child (including stepchild), spouse, domestic partner, and the parent, sibling or child of an Employee's spouse or domestic partner.

ARTICLE XXXI

TRANSFERS

- 1. Transfers currently do not apply to Technical Specialists and to Material Handlers. However, in the event that either Technical Specialists or Material Handlers are divided into two (2) locations, the Employer and the Union agree to negotiate a provision with regard to transfers.
- 2. An Employee in any other job classification who has completed his probationary period as listed in Article V shall be eligible to transfer to an equivalent or lesser position within the same bargaining unit at another station where a vacancy exists under the following conditions:
 - (a) Bargaining unit vacancies will be posted at each location and it is the Employee's responsibility to monitor these postings and the status of their transfer requests.
 - (b) Employees wishing to transfer may, at any time, indicate the desired position and list up to three locations by completing a transfer preference list maintained by the

Company Human Resources Department. Employees shall be permitted to update their list at any time, but only new listed preferences will be assigned a new date.

3. All Vacancies shall be filled first from the transfer preference list by the Employee who submitted the earliest request. In the event that two (2) or more Employees submitted transfer requests on the same date, the position shall go to the Employee with the most bargaining unit seniority. In the event that the Employees have the same transfer request date and equal bargaining unit seniority, a lottery will determine who is awarded the position.
4. If no qualified Employee has stated a preference for a vacant position, then the position will be filled by any volunteer to the position who responds to the posting, finally by a newly hired Employee from the outside.
5. This provision shall not apply to promotions to fill vacant non-bargaining unit positions.
6. Where necessary to fill temporary vacancies, the Company may assign a junior Employee in the same classification from a location within a reasonable commuting distance to fill the vacancy, provided that available station resources, including Part-Time Employees, have been exhausted at the location where the vacancy exists. The Employee assigned to fill the temporary vacancy from another location shall receive a 10 % pay differential and travel pay.
7. Transfer requests by Part-Time Equipment Repair Technicians, Technical Specialists, and all Employees in the Material Handlers unit, shall be maintained on a separate list from transfer requests by Full-Time Employees, but are subject to the same procedural rules as set forth in this Article.
8. For Employees within the Lane Technician unit, upon promotion, all prior transfer requests on file shall become null and void. However, a new request may be submitted in accordance with the provisions of this Article.
9. All Vehicle Inspector transfer lists are frozen until the recall list is exhausted.
10. Employees serving a probation period shall have the option of transferring while serving the probation provided that the provisions of this Article have been met. The probation period will not change, but the Employee will continue to serve the probation period at his/her new location.
11. Transfers currently do not apply to technical specialists or the material handlers group. In the event these warehouse personnel are divided into two (2) or more locations, the employer and the Union agree to negotiate a provision for handling transfers.

ARTICLE XXXII

UNIFORMS AND EQUIPMENT FOR MATERIAL HANDLERS, EQUIPMENT REPAIR TECHNICIANS, AND TECHNICAL SPECIALISTS

1. By the second pay period in each year, the Employer will pay a uniform maintenance allowance of five hundred dollars (\$500.00) to each Equipment Repair Technician and Technical Specialist and three hundred dollars (\$300.00) to each Material Handler Associate, Material Handler, Material Handler Senior, and Material Handler Specialist.
2. The Employer shall provide to each Employee five (5) new uniforms (consisting of five (5) trousers and five (5) shirts), and one (1) baseball hat upon hiring and on an annual basis thereafter. In addition, the Employer shall provide annually each Equipment Repair Technician two (2) hooded sweatshirts and one (1) pair of gloves. The Employer shall provide annually each Material Handler Associate, Material Handler, Material Handler Senior, and Material Handler Specialist five (5) pairs of work gloves.
3. All tools required by the Employer will be provided and replaced by the Employer. The Employee is responsible for the safekeeping and reasonable care of those tools.
4. Equipment Repair Technicians, who are unable to park their Company vehicles at their residence, will be provided with parking spaces at the closest station to their residence. However, the Employee shall be responsible to report to their assigned location by their assigned starting time.
5. Equipment Repair Technicians shall have the right to swap or transfer parts between one another and shall not be required to report to the warehouse if a needed part is available from another technician. However, it is understood that the Employee shall be responsible to ensure that all inventory is properly accounted for with all required paperwork completed as required by the Employer.

ARTICLE XXXIII

UNIFORMS FOR LANE TECHNICIANS

1. The Employer will pick up, launder and drop off five (5) sets of uniforms per Employee (consisting of five (5) trousers and five (5) shirts) weekly.
2. The Employer shall provide to each new Employee eleven (11) new uniforms (consisting of eleven (11) trousers and eleven (11) shirts). In addition, every Employee shall be issued one (1) new summer hat, one (1) new winter hat and one (1) new pair of gloves on an annual basis. Employees may wear a jacket of their own, but it must be black or blue with no insignia, except the Local 518 insignia to the extent not prohibited by the State of New Jersey.

3. The parties agree that the components of the uniform supplied by the Employer, and any questions concerning the laundry service may be addressed to the Labor Management Committee established in Article XXXIX.

ARTICLE XXXIV

UNION RELEASE DAYS

1. Upon the approval of the Manager of Labor Relations, which approval shall not be unreasonably withheld, Union representatives shall be given up to three (3) work days of paid time to investigate any disciplinary charges that may result in the suspension or termination of an Employee prior to the actual suspension or termination of that Employee.
2. In addition, the Employer agrees to provide up to two hundred and twenty (220) days of paid leave to Union delegates, officers, and/or representatives for time taken to attend Union activities, such as Union conventions, contract negotiations with the Employer, and Union meetings, except that, if the State of New Jersey awards a new vehicle inspection contract to Parsons, the Employer will not deduct from the balance of paid leave available under this subsection for attendance by Union delegates, officers, and/or representatives at contract negotiations with the Employer during the last year of this collective bargaining agreement. Such leave is allowed for all Union representatives as a group (i.e., not 220 days for each bargaining unit) for each Contract year. Any unused days cannot be carried over to the following year. In addition, this leave cannot be combined with other paid leave provided for in this Agreement. The Employer also agrees to provide unpaid leave to Union delegates, officers, and/or Union representatives to attend Union activities approved by the Union. Employees on unpaid Union-related educational leave mutually agreed upon by the Employer and the Union shall be permitted to volunteer to work Saturday overtime and shall retain their seniority and health benefits.
3. In the event the Union release time is exhausted during the Contract year, then, at the Union's discretion, the Union may ask the Employer to advance union release days from the upcoming contract year, which request shall not be unreasonably denied. Any union release days advanced will be deducted from the following Contract year.
4. In addition, with the exception of the first two (2) and last two (2) business days of each month, the Employer agrees to provide full union release time to a total of five Union delegates, officers, and/or representatives designated by the Union who shall be assigned to safety inspections and safety related duties. The Union may also designate a sixth Employee to perform safety inspections and safety related duties during the second and third week of each month, who shall also receive full union release time. Any Employee assigned by the Union under this paragraph to perform safety inspections and safety related duties shall comply with any reporting requirements reasonably imposed by the Employer and shall discuss their findings at the conclusion of their work day, which shall not be the basis for discipline of any Employee. The Employer will reimburse Employees who perform safety inspections and safety related duties described in the

preceding paragraph for automobile mileage and toll expenses. The total amount of expense reimbursements paid by the Employer under this section will not exceed Twenty Thousand Dollars (\$20,000) per contract year. Any reimbursement requests will be subject to the Employer's policies and be consistent with applicable IRS regulations. Unused amounts will not carry over from one contract year to the next.

ARTICLE XXXV

VACATION LEAVE

1. All Employees covered by this Contract and eligible for vacation leave with pay shall be entitled to the use of vacation leave as provided herein.
 - (a) One (1) vacation day for each two (2) month period of service for Employees with less than one (1) year of service.
 - (b) Fifteen (15) vacation days for Employees with one (1) through the end of the fourth (4) year of service.
 - (c) Twenty (20) vacation days for Employees with five (5) through the end of the eleventh (11) year of service.
 - (d) Twenty-five (25) vacation days for Employees with twelve (12) or more years of service.

Vacation scheduling conflicts among Employees who have provided forty-five (45) days notice shall be resolved within the station on the basis of bargaining unit seniority. Except as provided for in Article XXIX (10), allowing for limited use of vacation for emergency or personal reasons, Employees requesting vacation shall be required to provide notice as follows:

- (i) Six (6) or more vacation daysfifteen (15) days notice
- (ii) Three (3) to five (5) daysten (10) days notice
- (iii) One (1) to two (2) daystwenty-four (24) hours notice

The Employer reserves the right to deny such request based upon business demands, but such request shall not be unreasonably denied. Such vacation shall be granted on a first-come, first-serve basis, based upon the date of submission.

In addition to the rights reserved by the Employer in this Article, the number of Employees who may use of vacation days and personal days are limited at each station among the Senior Lane Technicians, Lane Technicians, Full and Part-Time Associate Lane Technicians, and Equipment Repair Technicians during the first and last week of each month and during the second and third weeks of each month as follows:

Station with:	1st and last week of month	2nd and 3rd week of month
4-8 Employees	one	One
9-16 Employees	Two	Three
17-24 Employees	Three	Four
25+ Employees	four	five

2. Vacation time shall accrue at the beginning of the calendar year in anticipation of continued employment for the full year. Vacation should be taken during the year for which it is credited at such time as permitted. Only one year of vacation credits may be carried forward into the following calendar year. If the employee has used a greater number of hours than accrued though the date of termination, the company may deduct the excess from the employee's final paycheck.
3. If an employee requests a vacation day(s) that includes a Friday, the Employee will not be charged with a vacation day for the following Saturday if the Employee has requested the vacation by the previous Wednesday at 2:00 p.m. Otherwise, the Employee will be eligible for drafting according to Article IX.
4. Upon separation from Employer or upon retirement, an Employee shall be entitled to payment for unused vacation time prorated based on the number of months worked in the calendar year up to separation or retirement, and payment for any vacation carried over from the preceding calendar year.
5. If an Employee dies having accrued vacation credits, the accrued vacation time shall be paid to his estate.
6. If the vacation allowance for an Employee changes based on his years of service during any calendar year, the additional annual allowance will be given for that calendar year.
7. Vacation time that is carried over into the next calendar year must be used in that calendar year.
8. Employees may elect to receive cash in lieu of accrued and unused vacation time from the previous year. Requests to cash out vacation time shall be given with at least thirty (30) days written notice to the Employer and such requests can only be granted and paid during the first pay period of June and/or December. An Employee can only cash out vacation time carried over from the previous calendar year.

ARTICLE XXXVI

WORKING IN HIGHER POSITION TITLE

Any Lane Technician or Associate Lane Technician assigned to work in a classification higher than his/her normal classification for more than three (3) consecutive days shall be paid at the appropriate rate of pay for that assigned classification for the entire duration of the assignment. Assignment to a higher classification shall be offered to the most senior Employee assigned to

the lane or team where the vacancy exists. The Employee reserves the right to refuse the assignment.

ARTICLE XXXVII

MANAGEMENT RIGHTS

The management of the Employer and the direction of the working force, including the right to plan, direct and control the operation of the station; to determine when work is to be performed and to schedule and assign such work to employees; to determine, alter, revise, change or eliminate any or all means, methods processes, materials and schedules; to determine the number and size of crews, and the scheduling and assignment of overtime are rights vested solely in the Employer unless otherwise provided for in this Agreement. All other rights not specifically limited, nullified or modified by this Agreement are retained by the Employer.

Notwithstanding the foregoing, supervisors shall be allowed to perform bargaining unit work usually performed by the Materials Handlers bargaining unit (1) when all on-duty Bargaining Unit Employees are away from the Employer's premises performing other duties, (2) when all Bargaining Unit Employees are not present because of absence such as vacation, sick or personal day off, or (3) when necessary to protect the safety of employees or to prevent damage or loss to the Employer's property.

ARTICLE XXXVIII

LABOR/MANAGEMENT COMMITTEE

1. The parties to this Agreement will form a Labor Management Committee consisting of three (3) representatives selected by the Union and the Company's Labor Relations Representative. The purpose of the Committee shall be to promote harmonious and stable labor/management relations, to insure effective and constructive communications between the labor and management parties, and to advance the proficiency of the Employees covered by this Agreement.
2. The Committee shall discuss the administration of the Agreement, labor/management problems that may arise, and any other matters consistent with this Agreement. The Labor Relations Manager shall be responsible for scheduling two (2) meetings per year, and the preparation of the agenda topics for the meeting, with input from the Union. Notice of the date, time, and place of the meetings shall be given to the Committee members at least three (3) days prior to the meeting.
3. Four (4) meetings per year shall be scheduled for the attendance of stewards and designated officers of the Union to participate in labor-management training and evaluation. Stewards and any Union representative shall be excused with pay from their work schedule for these meetings.

ARTICLE XXXIX

MISCELLANEOUS POLICIES

1. No Employee, other than a Bargaining Unit Employee, can perform bargaining unit work except for training purposes, audits, troubleshooting which cannot be performed by the assigned Bargaining Unit Employees, research and development, and/or as otherwise provided for in this Agreement.
2. Management may ask for volunteers to work though their one-half (1/2) hour of unpaid lunch. Volunteers will receive one and a half (1 1/2) times their regular rate of pay. In the case of Lane Technician unit work, volunteers will be selected based on seniority.
3. When a promotion is awarded to an Employee, the Employer shall train the Employee for his/her new position as necessary.
4. Every week the Employer shall give the Union the following: (A) an updated transfer list for Senior Lane Technicians, Lane Technicians, Associate Lane Technicians and Equipment Repair Technicians (B) a report listing the stations of all Employees, and any discipline, hiring, terminations and/or any other type of movement concerning any bargaining unit member; (C) a seniority list; and (D) a report listing all job postings, any applicants for those positions, any applicants rejected and reasons for their rejections, and any applicant(s) awarded position(s).
5. The Regional Managers will handle all pay-related issues. All reported pay discrepancies shall be resolved as quickly as possible.
6. The Employer will make every effort to maintain full staffing based upon operational needs.
7. At each station, the Employer shall, consistent with past practice, provide spring water, a stove or microwave oven, and a refrigerator.
8. The Employer shall give the Union advanced notice of any intended changes to the Standard Operating Procedures and shall provide the Union an opportunity to discuss such intended changes.
9. Equipment Repair Technicians will be provided with gasoline credit cards for use with Employer issued vehicles.
10. The Employer shall reimburse Equipment Repair Technicians, Material Handlers and Technical Specialists for tolls, travel expenses and necessary parts and equipment.
11. Where a vacant position for an Equipment Repair Technician cannot be filled under the procedures of Article XXXII or Article VI, Section 7, the Company will grant first consideration to Senior Lane Technicians, Lane Technicians and Associate Lane

Technicians. Such Consideration shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

12. For safety reasons, a Technical Specialist or any Material Handler Employee shall not be on site alone.
13. The Employer shall create and administer a "Sunshine Fund" to which the Employer shall allocate twenty-five thousand dollars (\$25,000) out of its general assets for each year of this Agreement. No distribution from the Sunshine Fund shall exceed \$2,500. No Employee may receive grants from the Sunshine Fund of more than \$2,500 during any contract year. The Sunshine Fund shall be governed by the Parsons Inspection and Maintenance Corporation – Local 518 Employees Sunshine Fund, as effective August 8, 2008, which is incorporated hereto by reference. The Plan Document will be adopted by the Employer as soon as practicable after the execution of this Agreement. The parties intend that the Fund will be an ERISA welfare benefit plan.
14. Minimum Number of Employees in Bargaining Unit.
 - a. Except as specified below in paragraph 14(b), the Employer agrees that the total number of full-time and part-time Lane Technicians in the bargaining unit, as defined in Article I (1), shall be no less than 306 for the duration of the Agreement. The Employer also agrees to limit the number of part-time Lane Technicians to no more than 110 for the duration of the Agreement. The Employer also agrees to employ at least eleven (11) employees in positions of Equipment Repair Technicians, Technical Specialists and warehousemen during the term of the Agreement. The number of guaranteed Employees shall include any employee on a leave of absence who has a right under the Agreement to return to work.
 - b. Notwithstanding paragraph 14.a, above, the Employer may employ fewer than 306 full-time and part-time Lane Technicians in the bargaining unit in the event that the State of New Jersey (the "State") takes legislative or administrative action, defined as an executive order by the Governor or other order or regulation issued by the executive branch of the State, that directly results in or is predicted to result in a significant reduction of the total number of vehicle inspections per year. A State-ordered station closing shall not, in and of itself, be considered an action that permits the Employer to reduce the size of the bargaining unit below 306 Lane Technicians but may be considered along with other legislative or administrative actions by the State that will result in or is predicted to result in a reduction in the total number of vehicle inspections per year. In the event the State takes any action that directly results in or is predicted to result in a significant reduction of the total number of vehicle inspections per year, the Employer shall only be permitted to reduce the number of Lane Technicians in the bargaining unit below 306 by one additional full-time equivalent employee for each 3,400 inspections reduced annually or is predicted to be reduced annually as a result of an action by the State.

- c. On April 1 of each year, the Employer agrees to provide the Union with information on the number of inspections it performed each month for the prior 12 months.
- d. In the event the Employer seeks to implement a layoff in accordance with this paragraph 14 (a), the Employer shall provide the Union with information on the number of inspections it expects to be reduced as a result of an action of the State.
- e. Nothing herein shall modify the Employer's obligations under Article VI.5(c).
- f. In the event of a dispute as to whether the Employer is permitted to execute a layoff of Lane Technicians in accordance with paragraph 14(b), above, the parties agree to submit said dispute to expedited arbitration. Such dispute may be submitted directly to arbitration, without following the grievance procedure set forth in Article XIII should attempts to resolve the dispute pursuant to Article VI.5(c) are unsuccessful. An arbitration hearing shall be held within 30 days of the submission of a dispute under this paragraph to an arbitrator, and the arbitrator shall issue a decision within fourteen (14) days of the close of a hearing. There shall be no adjournments, except on the mutual consent of the parties. In the event the Employer implements layoffs prior to the dispute being decided by an arbitrator and an arbitrator ultimately decides that the layoffs are not justified under this Article, the arbitrator shall award the laid off employees back-pay and benefits, with offsets for unemployment benefits received and wages that were earned or could have been earned while any employee was out of work.
- g. The provisions in paragraph 14 (a) of this Article apply to any lay off announced by the Employer after August 5, 2013.

ARTICLE XL

CONTINUATION OF POLICIES

All rights, privileges, benefits and policies heretofore accrued to the Employer and the Employees, including applicable provisions of the Standard Operating Procedures, which are not inconsistent with the terms of this Agreement, shall continue to apply and be in effect for the duration of this Agreement.

ARTICLE XLI

EFFECT OF LEGISLATION – SEPARABILITY

It is not the intention of either the Employer or the Union parties to violate any laws governing the subject matter of this Agreement. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. In the event that any provisions of this Agreement are finally determined to be illegal or void as being in contravention of any applicable federal or State of New Jersey law, the remainder of the

Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of the Agreement. Further, the Employer and the Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction or by the National Labor Relations Board, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

ARTICLE XLII

ENTIRE AGREEMENT

The parties agree that the terms of this Agreement constitute the entire agreement between them governing all applicable terms and conditions of employment for the Employees covered by the agreement and that neither party shall be required to bargain about any other terms or conditions of employment for the duration of this Agreement or to render any performance not required by the terms of this Agreement.

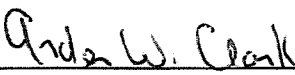
ARTICLE XLIII

TERM OF THE AGREEMENT

This Agreement shall become effective as of 12:01 a.m. on August 5, 2013 and shall remain in effect through 11:59 p.m. on November 5, 2016.

IN WITNESS WHEREOF, the authorized representatives have, by their signatures in the space provided below, indicated their agreement to the terms of this Agreement on behalf of the Union and Employer.

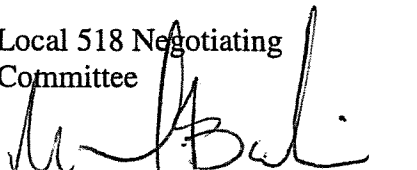
For Parsons Inspection and
Maintenance Corp.:


Arden W. Clark

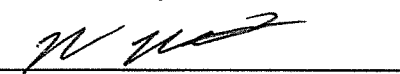
For Local 518, SEIU:

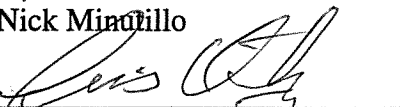

Robert Kirkman, Trustee


John Santos, Trustee

Local 518 Negotiating
Committee

Manny Balines


William Bilyk


Nick Minutillo


Louis Ortiz


Ron Priester


Rob Reese

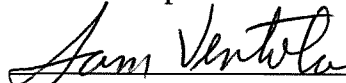

Cleveland Rich


Hector Rodriguez


Ignacio Rodriguez



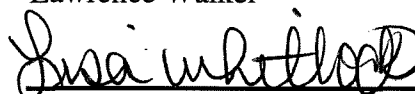
Dennis Sampson



Sam Ventola



Lawrence Walker



Lisa Whitlock

APPENDIX A
HOURLY WAGES FOR PIM UNION EMPLOYEES
(PAGE 1)

SLT, LT AND ALT HOURLY WAGES

POSITION					AUGUST 2013
ALT (effective 8/4/07)					\$10 during probation, \$ 16.01 after probation
ALT (prior to 8/4/07)					\$ 17.33
LT					\$ 20.69
SLT					\$ 23.71

EQUIPMENT TECHNICIAN HOURLY WAGES

POSITION					AUGUST 2013
Equip Repair Tech					\$ 25.43
Equip Service Tech					\$ 25.43

**EMT NEW HIRE & PROBATION WAGE EFFECTIVE AUGUST 4, 2007 = \$12.00

*EST/ERT NEW HIRE WAGE EFFECTIVE JULY 1, 2006 = \$17.00

TECHNICAL SPECIALIST HOURLY WAGES

				AUGUST 2013
				\$ 27.12

HOURLY WAGES FOR PIM UNION EMPLOYEES

(PAGE 2)

MATERIAL HANDLER HOURLY WAGES

POSITION					AUGUST 2013
MH ASSOC					\$ 18.68
MH					\$ 20.12
MH SPECIALIST					\$ 22.91
MH SR.					\$ 27.47

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