

Memorandum of Agreement

IFPTE LOCAL 193C

-and-

NEW JERSEY TURNPIKE AUTHORITY

The Collective Bargaining Agreement ("CBA") between the IFPTE Local 193C and the New Jersey Turnpike Authority that expired on June 30, 2007, is hereby modified as follows:

Wages and Benefits

1. SECTION VI – Wages, Paragraph 1

7/1/07 3.0%

7/1/08 3.0%

7/1/09 3.5%

7/1/10 3.5%

2. SECTION VI – Wages, Paragraph 5, subsections (a) and (b):

Effective July 1, 2007, meal allowance shall be \$13.00

Effective July 1, 2009, meal allowance shall be \$15.00

3. Effective July 1, 2007, increase State of Emergency Bonus to \$75.

4. Effective November 7, 2007, replace SPOT pay with over-time rate (1 ½ times hourly rate).

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

6. SECTION VI – WAGES, Paragraph 3, amend to read, "Wage Progression: With the salary range of the Crew Supervisor classification, there shall be ~~nine (9)~~ ten (10) steps: steps one through ~~nine~~ ten. The maximum step shall be the job rate. ~~Effective 7/1/2006 a 10th step shall be added and it shall reflect an increase of Two Thousand Five Hundred and 00/100 (\$2,500) over the then current top range for each bargaining unit title. There shall be a twenty-four (24) month eligibility requirement (i.e., the employee must be at step 9 for at least 24 months in order to move to step 10). Except as noted, Employees whose work is satisfactory will be raised to the next step in their salary range after one year of employment in the prior step. Effective November 7, 2007, bargaining unit members who have been in the Step 9 for more than 12 months, but less than 24 months, shall be placed on Step 10.~~

Effective January 1, 2008, an employee, who is promoted into the bargaining unit and has spent at least six (6) months working in the capacity of a Crew Supervisor as part of the Maintenance Advancement Program ("MAP"), shall be placed on the 4th Step of the salary guide."

7. SECTION VI – WAGES, Paragraph 4, amend to read, “Should the Authority institute a shift which begins at or after 3:00 P.M., there shall be a premium of ~~four percent (4%)~~ for all hours worked on said shift. ~~Effective 7/1/04 the shift differential shall be increased to five percent (5%) and it commencing on that date shall apply to all hours paid.~~ This shift premium shall be paid only to employees whose shift commences on or after 3:00 P.M., and is not intended to apply to employees who may be called out to work after 3:00 P.M. There will be two (2) weeks notice for night shift assignments except where unexpected staffing needs require more immediate assignments of a night supervisor.”
8. SECTION VIII – OVERTIME create new paragraph 1 to provide, “Overtime will be paid at a rate of 1.5 times regular hourly rate for all hours worked either in excess of a scheduled day or in excess of forty (40) hours in a work week.”
9. SECTION VIII – OVERTIME, amend to provide, “Effective November 1, 2007, in emergencies involving snow or ice control, or terrorist alert elevations, if an employee works twenty-four (24) consecutive hours, all hours worked after the twenty-four (24) consecutive hours will be paid as overtime. If the extended period commences on a non-scheduled work day, of which at least four (4) hours occurred on the non-scheduled work day, time and one-half will be paid for all hours worked.”
10. Create Snow Bonus Section to provide:

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

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

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

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

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

11. As part of re-opener MOA, SECTION X, VACATIONS, was changed. Amend to read as follows:

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

1. Schedule:

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

2. Policies affecting vacations:

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

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

(c) Where in any calendar year the vacation, or any part thereof, is not taken by reason of pressure of Authority business, or is deferred at the request of the employee with Departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken during the next succeeding calendar year only. However, employees with an entitlement of more than fifteen (15) days shall have an option to:

- a. Cash in unused days over 15 of the current year's entitlement **to be paid on or about December 10th each year, but no later than the second pay of December of each year.**
- b. Accumulate unused days over 15 of the current year's entitlement until separation from employment.

d) Retiring or Deceased Employees. Effective January 1, 2006, the employee's vacation entitlement in his/her calendar year of separation will be paid on a pro-rated basis to reflect months of service worked in the year of separation. In other words, employees will be entitled to 1/12th of their vacation entitlement per each month of service worked in the calendar year of separation.

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

12. SECTION XXIII – Accident and Sick Benefit, add the following paragraph: “Effective January 1, 2008, for the purpose of prorating Sick and Personal Leave entitlement time, employees who are on an active (paid) status from the first day of a month through the fifteenth day of a month will earn that month's entire entitlement time.”

13. SECTION XXV – Health Benefits, amend to read as follows: effective January 1, 2008, vision care enhancements, as follows:

	Horizon POS (effective 1/1/08)	Cigna HMO (effective 1/1/08)
Exam (every 12 months)	Allows up to \$100 or \$15 co-pay for in-network.	No charge
Frames (every 18 months)	Up to \$100	Up to \$125
Lenses (every 18 months)		
Single	Up to \$100	Up to \$175
Bi-focal	Up to \$110	Up to \$175
Tri-focal	Up to \$125	Up to \$175
Contacts (in lieu of lenses and frames, every 18 months)	Up to \$185	Up to \$200

14. SECTION XXV, Health Benefits, amend with the following: Effective January 1, 2008, for the Point of Service and HMO Plans, employees shall pay the following Health Benefits Administrative Fee:
- 1/1/08 \$600 per annum, paid bi-weekly
 - 7/1/09 \$700 per annum, paid bi-weekly
 - 7/1/10 \$800 per annum, paid bi-weekly
 - 6/30/11 \$900 per annum, paid bi-weekly
15. SECTION XXV, Health Benefits, amend with the following: "Effective January 1, 2008, for the POS and HMO, Primary care physician's office visit co-payments shall be \$10 and Specialist office visit co-payments shall be \$15 for all employees and eligible dependents. Emergency room visit co-payments shall be \$25 (waived if admitted)."
16. SECTION XXV, Health Benefits, "Effective January 1, 2008, employees can obtain no more than thirty (30) doses or a one-month supply of Prescription Medicine, whichever is greater, at the retail level. Effective January 1, 2008, the Prescription Medicine co-payment at the retail level will be \$3.00 for generic drugs, \$10.00 for brand name drugs where there is no generic equivalent or the doctor certifies that the employee is medically unable to take a generic version of the medication, and \$25.00 for brand name drugs where when there is a generic equivalent. Effective January 1, 2008, employees may obtain no more than ninety (90) doses or a three-month supply, whichever is greater, of a Prescription Medication through mail order. Effective January 1, 2008, the Prescription Medicine co-payment through mail order will be \$5.00 for generic drugs, \$15.00 for brand name where there is no generic equivalent or the doctor certifies that the employee is medically unable to take a generic version of the medication, and \$40.00 for brand name drugs when there is a generic equivalent."
17. SECTION XXV, Health Benefits Plans, create a new paragraph to provide, "Employees shall elect either the Point of Service plan or HMO Plan. If the HMO enrollment drops below an insurable standard, the HMO will be eliminated and all employees will be enrolled in the Point of Service Plan."
18. As part of re-opener MOA, the parties amended SECTION XXVI, Pensions and Retirement, by adding a sub-section 6 to provide for a separation bonus. Amend to read as follows: "Effective July 1, 2007, the Authority will provide a separation package to those employees who retire with 10 or more years of Authority service at an amount of \$600 for each full year of Authority service. A 'full year' of authority service will be defined by an employee's anniversary date. 'Authority service' shall mean service with the Turnpike Authority, Highway Authority or a combination of both. This benefit will be applied to payments made to the beneficiary of an employee who is employed by the authority at the time of his/her death."
19. SECTION VI, WAGES, paragraph 2b, amend to read, "Payment of all monies due is to be made upon mutual ratification of the Memorandum of Agreement and mutual agreement of contract language."

20. SECTION VI, WAGES, paragraph 8, Uniform Maintenance Allowance,

A uniform maintenance allowance will be paid as follows:

7/1/07 \$425.00
7/1/08 \$500.00
7/1/09 \$500.00
7/1/10 \$500.00

A shoe allowance will be paid as follows:

7/1/07 \$160.00
7/1/08 \$170.00
7/1/09 \$170.00
7/1/10 \$170.00

21. Create SECTION XXVIII – Group Life Insurance

A. Active Employees

Employees who are members of the bargaining unit as of November 1, 2007

1. Employees who are members of the bargaining unit as of November 1, 2007 will become eligible for group life insurance effective January 1, 2008 based on the schedule below. Such insurance will be made available at no cost to the employee.

Employees who enter the bargaining unit after November 1, 2007

1. If an Authority employee becomes a member of the bargaining unit after November 1, 2007, the employee will become eligible for group life insurance, based on the schedule below, either no earlier than January 1, 2008, or the first day the employee enters the bargaining unit. Such insurance will be made available at no cost to the employee.
2. If a person, not previously employed by the Authority, enters the bargaining unit after November 1, 2007, the person will become eligible for group life insurance, based on the schedule below, commencing on the first of the month following two (2) full months after the effective date of entering the bargaining unit. Such insurance will be made available at no cost to the employee.

SCHEDULE OF AMOUNTS

Classification of Employee According to Annual Base Salary*	Amount of Life Insurance
\$50,000 and above	\$50,000
\$40,000 to \$49,999	\$40,000

* Annual Base Salary is exclusive of all earnings including, but not limited to, overtime, shift differential, and longevity.

A descriptive brochure describing the Group Life Insurance Plan is available upon request to the Human Resources Department.

B. Retirees

For members of the bargaining unit who retire on or after November 1, 2007, the Authority will pay the group life insurance premium for retirees until they reach age seventy (70), per the following schedule:

SCHEDULE OF AMOUNTS

Coverage on last day of employment	Retiree Coverage
\$50,000	\$25,000
\$40,000	\$20,000

Non-Economic Issues

22. Where appropriate, change all references from the "Garden State Parkway" and "New Jersey Highway Authority" to the "Authority."
23. Incorporate into successor CBA the language of the re-opener MOA, dated September 9, 2005. The major medical benefits section will be set in the same manner as that in the Local 196, Chapter 12 CBA. Also incorporate into the successor CBA, the October 25, 2005, side letter regarding the equalization of SPOT hours. In the successor CBA, SPOT hours will be converted to OT.
24. Incorporate into the successor CBA the language of the MOA date October 28, 2005, regarding adjustment of the effective date of the separation bonus.
25. In the re-opener MOA, it was agreed to amend Section XXIII Accident and Sick Benefits sub-section 5 by deleting the first three paragraphs and replacing with a new paragraph. NJTA seeks to amend that paragraph as follows: "Effective January 1, 2005, any employee who has more than four hundred (400) hours of accumulated sick leave entitlement in any calendar year, may at the end of that year cash in up to ten (10) days of sick leave entitlement accumulated but in no event shall such cash in reduce the accumulated balance to fewer than four hundred (400) hours. Employees hired after 6/30/99 will have their sick time capped at \$15,000.00 at retirement with the sick time in their banks assessed at 100% of total value. Employees who are eligible to cash in sick leave must respond to notice received from the Authority in November of that year; cashed in sick time will be payable on or about December 10th of that year, but no later than the second pay of December of that year."

26. SECTION III – Discrimination, amend to read:

“1. The provisions of this Agreement shall be applied without discrimination because of sex, age, race, color, creed, marital status, national origin, veteran status or handicap of the employee or **other legally protected classification.**

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

27. SECTION V – Checkoff, paragraph 3, amend to read:

“3. The Union having made membership available to all employees covered by this unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representative fee in lieu of dues as a condition of employment. This fee shall be an amount not to exceed 85% of the regular membership dues, fees and assessments, **or the maximum allowed by law if greater than 85%**, as permitted under the New Jersey Employer-Employee Relations Act as amended P.L. 1974C 123 (C. 34:13A-5.4). The Union shall certify to the Authority that the amount of said fee is as permitted by law and the Union has established and maintains a demand and return system as required by said law. The Authority shall deduct such fee by means of a payroll deduction and remit same to the Union.”

28. SECTION VI – Wages, amend Paragraph 2b to read, “Payment of **all monies due** is to be made upon mutual ratification of the Memorandum of Agreement and mutual agreement of contract language.”

29. SECTION VII - HOURS OF WORK, Paragraph 3(a)(c)(d) and (e) amend to read:

“There shall be a night shift operation and the terms and conditions for same shall be set forth as follows:

(a) The night shift will be posted for bid each January 1st **and June 1st.**

(c) Once an employee is assigned to the night shift, he/she will have to bid out on the following January 1st **or June 1st** in order to get off of the assignment.

(d) Night shift assignments will be limited to the Roadway Supervisors **and Garage Supervisors** only. Crew Supervisors will be assigned within their normal districts (North, Central, and South).

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(e) Newly hired Roadway Supervisors will not be subject to night shift assignment for a period of six (6) months to one (1) year. After successful completion of training, said Supervisor will be assigned to the night shift immediately, provided the employee currently on the night shift does not wish to remain on the shift. In such event, the employee currently on the night shift will remain on the shift, pursuant to paragraph (c), above. **The Authority may waive this limitation for employees who have spent at least six (6) months working in the capacity of a Crew Supervisor as part of the Maintenance Advancement Program ("MAP").**

30. SECTION VII - HOURS OF WORK, Paragraph 3, subsection (f) amend to read as follows; "Night shift hours and observance of holidays will be the same as set forth for IFPTE, Local #196 members/employees."
31. SECTION VIII – OVERTIME, amend to provide, "Employees who work overtime outside their assigned area (North, Central, or South) or who decline such overtime, will not be charged on the overtime chart for the purposes of overtime equalization."
32. SECTION IX – HOLIDAYS, Paragraph 1, change "Washington's Birthday" to "President's Day."
33. SECTION X – VACATIONS, amend paragraph 11 to read: "Application for vacation time will be submitted no later than March 1 (3/1) to the Director of Maintenance or his designee. For scheduling purposes, vacations will be scheduled by order of seniority of an employee's time in the bargaining unit, not date of hire. Vacation picks will be by yard. Nothing herein shall be deemed to restrict an employee from taking more than two (2) consecutive weeks vacation. **The following example will illustrate the rule for overtime refusals for employees who take one full week or more of consecutive vacation leave. An employee who is scheduled to be on vacation from Monday the 10th through Friday 21st shall be deemed to be on vacation from the end of the work day on the Friday the 7th until the start of the work day on Monday the 24th. Under this example, an employee shall not be deemed to have refused overtime if he does not accept overtime anytime between Friday the 7th through Monday the 24th. In accordance with the posted vacation schedules, selections will be made in order of seniority as follows:**"
34. SECTION X - VACATIONS add paragraph to provide, "Employees shall not accrue vacation entitlement time while on either an unpaid leave of absence of (30) days or longer pursuant to **Section XVIII, Court Leave and Other Excused Absence, Paragraph 4**, or a disciplinary suspension of thirty (30) days or longer."
35. SECTION X - VACATIONS add paragraph to provide "For employees working a ten (10) hours shift, vacation entitlement time is charged in hours."
36. SECTION XI – SENIORITY, change to "Seniority, Probation, Transfers, and Decrease in Work Force"

37. SECTION XI – Seniority, Probation, Transfers, and Decrease in Work Force,” amend Paragraph 4 with the following, “In the event of a new entry, the probationary period shall be one year. The Authority may extend said probationary period for another year, for reasonable cause. For inter or intra classification transfers, the probationary period shall be for six months. The Authority may extend said probationary period for another six months in exceptional cases. Should the Authority feel that an employee does not meet the job requirements within said probationary period of transfer or promotion, the matter will first be discussed with the President (or his/her designee) of the Union before any decision is made. The Authority will notify the president (or his/her designee) in writing of the time and place of such discussion. **The Authority and Union may mutually agree to reduce the probationary period of an employee who has spent at least six (6) months working in the capacity of a Crew Supervisor as part of the Maintenance Advancement Program (“MAP”).**”
38. SECTION XI – Seniority, Probation, Transfers, and Decrease in Work Force; amend the third paragraph of DECREASE IN WORK FORCE, to read, “In the event of a layoff, no new entries into the unit, **or employees participating in the Maintenance Advancement Program (“MAP”),** may be permitted hired until those laid off have been given the opportunity to be recalled. Any laid off employee entitled to recall hereunder shall be recalled prior to **either the hiring of a new employee into this negotiations unit or promoting an employee participating in the MAP into this negotiations unit.**”
39. SECTION XIII – GRIEVANCE PROCEDURE, Step 2, amend second paragraph to read, “The third step of the procedure is optional and may be initiated by the Union prior to the grievance being submitted to arbitration. If the Union opts to exercise the third step it must do so within ten (10) days of the Step 2 decision’s date by submitting the grievance appeal to the **Director of Human Resources** or his/her designee.”
40. SECTION XIII – GRIEVANCE PROCEDURE, Step 2, amend paragraph #4 to read, “All parties shall have the right to present and examine evidence and witnesses at every level of the procedure. All pertinent Authority records will be made available for examination. The proceedings may be recorded **only by a certified shorthand reporter (“CSR”), unless another mode is agreed to by the parties. The party requesting the CSR is responsible for the cost of both the CSR’s attendance and the initial transcript.**”
41. SECTION XXIII - ACCIDENT AND SICK BENEFIT PLAN, Paragraph 6, Regulations, add new paragraph to provide, “Employees shall not accrue sick entitlement time while on either an unpaid leave of absence of (30) days or longer **pursuant to Section XVIII; Court Leave and Other Excused Absence, Paragraph 4,** or a **disciplinary** suspension of thirty (30) days or longer.”
42. SECTION XXIII - ACCIDENT AND SICK BENEFIT PLAN, Paragraph 6, Regulations; add new paragraph to provide, “For employees working the ten (10) hour shift, sick entitlement time is charged in hours.”

43. SECTION XXV- HEALTH BENEFITS, create a new paragraph to provide: "Coverage for a child dependent ends upon the earliest of the following: (a) the last day of the Calendar Month in which the child dependent reaches age 24; (b) the last day of the Calendar Month in which the child dependent marries; (c) the date on which the child dependent becomes employed and eligible for health benefit coverage as a result of that employment; or (d) the date on which the child dependent, **who is between 18 and 24 years of age**, is emancipated from the household."
44. SECTION XXV- HEALTH BENEFITS, create new paragraph to provide, "Final determination of the eligibility and reimbursement of any claim shall be based upon the scope of benefits as set forth in the **current** Plan Document."
45. SECTION XXV- HEALTH BENEFITS, when reformatting the health benefits section of the CBA consistent with the re-opener MOA, the following clause shall be added, "after the single/family deductible is satisfied, benefits for eligible charges shall be on a co-payment basis of 80% by the Authority and 20% by the employee, subject to the individual Maximums in (a). Effective January 1, 2008, after an employee and/or eligible dependent has met the annual out-of-pocket cost limitations, the Authority will pay for eligible charges, as defined in the plan. Payment will be made at 100% of the Reasonable and Customary rate, which is calculated at the 95th percentile of Health Insurance Association of America (HIAA) rates."
46. SECTION XXVI - PENSIONS AND RETIREMENT, Paragraph 2 amend last paragraph to read, "Those employees brought into the bargaining unit after July 1, 2003 will be eligible for retiree health insurance benefits upon obtaining retirement on **either** a disability pension, or after twenty-five (25) years or more of ~~Garden State Parkway Authority~~ service, or having reached the age of 62 or older with at least 15 years of ~~Garden State Parkway Authority~~ service, except that employees hired pursuant to less stringent eligibility requirements shall continue to be eligible under those terms in effect at time of hire. ~~Health insurance coverage for the retiree's dependent(s) (those employees covered by this provision) will be on the same terms as provided to dependents of retired employees in State service.~~ **Authority service shall be defined as service with the New Jersey Highway Authority, the New Jersey Turnpike Authority, or a combination of both. Health insurance coverage for retirees' dependents shall be the same as the coverage for the retiree.**"
47. SECTION XXVI - PENSIONS AND RETIREMENT add paragraph to provide, "Employees shall not accrue service credit for benefits purposes while on either an unpaid leave of absence of (30) days or longer or a suspension of thirty (30) days or longer, or a Military Leave of Absence of (30) days or longer."
48. Any employee who enters the bargaining unit on or after January 1, 2008, and occupies either the Crew Supervisor, Garage job title or Equipment Trainer job title shall be required to possess a valid CDL.
49. SECTION IX, create Paragraph 6, "Holiday pay shall be paid for the observed holiday, not the actual holiday."

50. SECTION XXIII - ACCIDENT AND SICK BENEFIT PLAN, Paragraph 6, subsection b, amend to read, "Absences of more than one-half day shall be charged to sick leave. Absences of less than one-half day shall not be charged to sick leave only in the event the absence is the result of the employee's own illness. All pre-scheduled medical appointments shall be charged to sick leave."

51. SECTION XXVII – MISCELLANEOUS create new paragraph to provide:

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

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

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

52. SECTION XVI – INFORMATION, Paragraph 1, amend to read as follows, "In writing, which includes electronic mail, the Authority will notify the President of the Union, or in his/her absence the Vice-President, of any contemplated action regarding conditions of any employee's employment, including layoff, transfer, permanent or temporary re-assignment, discipline or disability prior to official notification to the employee. When giving notice to the Union by way of electronic mail, the Authority will notify both the President of the Union and the Vice-President of the Union."

53. Create new section, Discipline, to provide,

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


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

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

(30) day time limit shall begin only after the Authority is made aware of the results of the investigation.”

54. Preservation of Bargaining Unit Representation: In the event of the “monetization” of the New Jersey Turnpike Authority, the bargaining unit job classifications presently represented by IFPTE Local 193C shall continue to be represented by said local.
55. This agreement subject to the ratification of the membership of IFPTE Local 193C and the approval of the Board of Commissioners of the New Jersey Turnpike Authority, and is without legal force and effect absent such ratification and approval.
56. The term of the agreement shall be from July 1, 2007 to June 30, 2011.
57. SECTION VII – HOURS OF WORK, create new paragraph to provide: “Mutual switches shall be allowed with management’s approval. Approval shall not be unreasonably withheld.”
58. SECTION VII – HOURS OF WORK, create new paragraph to provide: “All employees shall be required to report to their assigned work locations a reasonable amount of time prior to the start of their shifts in order to perform administrative duties necessary for the commencement of the shift. All such pre-shift time shall be non-compensable. In the event the Authority directs an employee to report to his assigned work location at a specific time prior to the shift, then such pre-shift time shall be compensable.”
59. The parties agree to continue to meet and discuss successorship and work rules language.

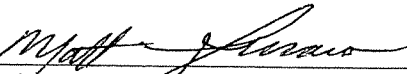
FOR THE AUTHORITY



Michael Lapolla,
Executive Director


11/3/07
Date

FOR THE UNION



Matt Ferrano, President

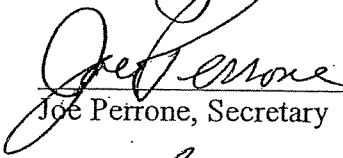
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Linda Tarves, Vice President



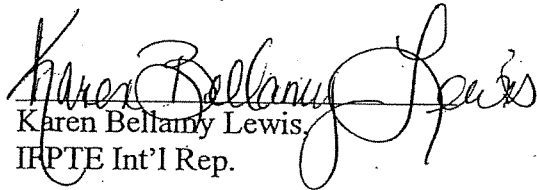
Gene Juryn, Treasurer



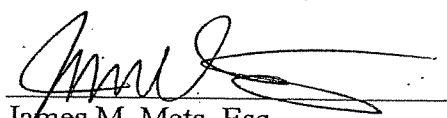
Joe Perrone, Secretary



Frank Scarpelli, Sgt.-at-Arms



Karen Bellamy Lewis,
IFPTE Int'l Rep.



James M. Mets, Esq.
Union Counsel