

NEW JERSEY TURNPIKE AUTHORITY

-- and --

IFPTE LOCAL 193C

WHEREAS, the Authority and Local 193C are parties to a Collective Bargaining Agreement dated July 1, 2007, through June 30, 2011 (the "Agreement");

WHEREAS, in a January 22, 2008 letter to the Director of Maintenance, Daniel McNamara, Local 193C filed a grievance alleging that the Authority had failed to compensate its members for hours worked. Specifically, Local 193C claimed that its members were required to make telephone calls from their own homes prior to reporting to work and the members were not compensated for making such calls. The calls were made to Authority maintenance employees;

WHEREAS, in the Agreement, Section VIII – Overtime, Paragraph 2, provides, "Emergency Situations. Any employee required to work beyond his regularly scheduled shift for an emergency situation which constitutes a hazard to the motoring public shall be paid the overtime rate for all hours worked from the end of his regularly scheduled shift until the emergency situation ceases. Any employee called out pursuant to this paragraph will receive a minimum of four (4) hours pay at the overtime rate."

WHEREAS, in the Agreement, Section VIII – Overtime, Paragraph 3, provides, "Pre-planned Overtime. Any employee required to work pre-planned overtime in non-emergent situations shall be paid the overtime rate for all pre-planned overtime hours worked outside his regularly scheduled shift.";

WHEREAS, on November 3, 2007, the parties entered into a memorandum of agreement regarding the July 1, 2007 through June 30, 2011 Agreement. Since November, a few issues have arisen relative to that memorandum of agreement; and

WHEREAS, the parties amicably desire to resolve these matters.

Now, therefore, the Authority and Local 193C agree to following:

1. Effective May 1, 2008, in the Agreement, amend Section VIII – Overtime, Paragraph 3, to provide the following (the additions are bolded):

"Pre-planned Overtime. Any employee required to work pre-planned overtime in non-emergent situations shall be paid the overtime rate for all pre-planned overtime hours worked outside his regularly scheduled shift.

- a. When, in pre-planned situations, the Authority directs a bargaining unit member, who is off-duty, to telephone fellow

Authority employees, the member shall be paid one (1) hour of pay at the overtime rate. For example, if the Authority, at 7:00PM on a Tuesday night, directs a member, who is off-duty, to telephone Authority employees to advise them that they must report to their work location by 11:00 PM, the Authority shall compensate the member with one (1) hour of pay at the overtime rate for making such telephone calls.

A bargaining unit member who, as part of an emergency call-out, is required to make telephone calls to Authority employees shall be compensated consistent with the call-out provision in Paragraph 2 above."

2. Local 193C agrees to withdraw its January 22, 2008 grievance, which is set forth in Local 193C's letter of that same date to Dan McNamara, Director of Maintenance, and titled, "Supervisors Overtime re: Call-out of Personnel and Portal to Portal."
3. Effective July 1, 2008, delete from the Agreement, SECTION VI -- WAGES, Paragraph 7, Longevity Pay, and replace with the following:

"Longevity Pay

- a. Employees hired on or before July 1, 1996, are eligible to receive longevity pay. Subject to the following conditions, longevity pay becomes effective on the 10-year, 15-year, and 30-year anniversary of an employee's permanent date of hire.
 - i. Longevity pay for employees who have completed ten (10) years of full-time Authority service = four percent (4%) added to the employee's base pay.
 - ii. Longevity pay for employees who have completed fifteen (15) years of full-time Authority service = six percent (6%) added to the employee's base pay.
 - iii. Effective July 1, 2008, longevity pay for employees who have completed thirty (30) years of full-time Authority service = seven percent (7%) added to the employee's base pay. The seven percent (7%) longevity pay shall be paid prospectively from July 1, 2008.
 - iv. Longevity payments shall not be cumulative.

- b. Employees hired after July 1, 1996 are not eligible for longevity pay."
4. Effective the 2008-2009 snow season, amend the Snow-Bonus provision with the following, *"For purposes of this provision, an "event" means that an employee worked snow/ice duty outside of his regularly scheduled shift."*
5. In the Agreement, amend SECTION VI – WAGES, Paragraph 3, Wage Progression, to read as follows:

"With the salary range of the Crew Supervisor classification, there shall be ten (10) steps: steps one through ten. The maximum step shall be the job rate. 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.

The step progression for all employees shall be as follows: Employees who enter the bargaining unit and successfully complete their one (1) year probationary period shall move up one (1) step on the salary guide on their one (1) year anniversary date in the unit. All employees must complete at least one (1) year in the unit before receiving their first step increment regardless of whether the parties agree to reduce an employee's 1-year probationary period as allowed for in SECTION XI – Seniority, Probation, Transfers, and Decrease in Work Force, Paragraph 4. In other words, the first step increment for all employees shall be no earlier than the one (1) year anniversary in the bargaining unit. An employee who serves a probationary period beyond one (1) year will receive his first step one (1) year after completing his extended probationary period.

Thereafter, all step increments only occur on January 1 or July 1. The following example shows how the step progression occurs for an employee whose probationary period is one (1) year or less. An employee who enters the bargaining unit on January 25, 2007 and successfully completes his 1-year probation, will receive his first step increment on January 25, 2008. This employee will receive his next step increment on January 1, 2009 and all step increments thereafter will occur annually on January 1. It must be noted that step increments cease when an employee reaches top of range.

The following examples explain how the January 1 or July 1 increment date is determined. If an employee, such as in the example above, enters the bargaining unit on or after January 1, 2007 through June 30, 2007, he will receive his second step increment on January 1, 2009. If an employee

enters the bargaining unit on or after July 1, 2007 through December 31, 2007, the employee's second step increment date will occur on July 1, 2009. Thus, if an employee enters the bargaining unit between January 1 through June 30 he will have a January 1 increment date. If an employee enters the bargaining unit between July 1 through December 31 he will have a July 1 increment date.

6. In the Agreement, delete SECTION X – VACATIONS, Paragraph 2, Policies affecting vacations, Subsection c, and replace with the following:

c) Where in any calendar year the vacation, or any part thereof, is not taken due to the demands of Authority business, or is deferred at the request of the employee with Departmental concurrence, such vacation periods or parts thereof not taken shall accumulate and shall be taken during the next succeeding calendar year only. However:

i. employees with an entitlement of more than fifteen (15) days shall have an option to accumulate unused days over fifteen (15) of the current year's entitlement until separation from employment.

ii. employees may cash in unused days over fifteen (15) of the current year's entitlement. Only the current year's vacation entitlement is eligible for cash-in consideration. Effective January 1, 2008, with at least three (3) weeks written notice to the Payroll Section, an employee can cash-in vacation time on or about July 1 and December 1 of each year, pursuant to the schedule below.

Employee's Vacation Entitlement (in days)	Number of Vacation Days eligible for Cash-In on July 1	Maximum Annual Cash-In
20	3	5
21	3	6
22	4	7
23	4	8
24	5	9
25	5	10
26	6	11
27	6	12
28	7	13
29	7	14
30	8	15

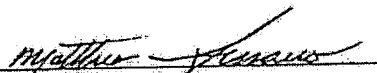
31	8	16
32	9	17
33	9	18
34	10	19
35	10	20
36	11	21
37	11	22
38	12	23
39	12	24
40	13	25

7. All other terms and conditions of the Agreement remain in full force and effect except as modified herein.
8. Local 193C agrees not to take any appellate action, bring to arbitration, or file any petition or grievance as a result of this agreement.
9. This memorandum of agreement is subject to ratification by the membership of Local 193C.

AGREED:

For IFPTE Local 193C

For the New Jersey Turnpike Authority


Matthew Ferrano,
President

6/18/08
Date


Michael Lapolla,
Executive Director

6/18/08
Date

c: J. O'Hern
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