



New Jersey Turnpike Authority

Employee Union Contract

IFPTE Local 200/200A

MEMORANDUM OF AGREEMENT

IFPTE Local 200/200A

-and-

New Jersey Turnpike Authority

The New Jersey Turnpike Authority (“Authority”) and Local 200/200A of the International Federation of Professional and Technical Engineers, AFL/CIO-CLC (“Local 200” or the “Union”), having engaged in negotiations for an agreement to succeed the current Collective Bargaining Agreement (“CBA”) between the Authority and the Union that expired on June 30, 2019, hereby agree to the following amendments to the CBA as set forth below.

This Memorandum of Agreement (“MOA”) represents a complete package and no individual element of this MOA is acceptable to the parties absent an agreement to the complete package set forth herein. Therefore, the parties hereby agree to amend the CBA as follows:

1. **Joint MOA**: The parties agree to all aspects of the Joint MOA, which is attached hereto as Exhibit A.
2. **Health Benefits**: There shall be an open enrollment held as soon as practicable following ratification of this MOA to allow employees the option of selecting the New Direct Access Plan. The open enrollment will occur through June 30, 2021. For those employees that enroll in the New Direct Access Plan on or before June 15, 2021, the New Direct Access Plan benefits and employee contributions shall be effective June 1, 2021. For those employees that enroll in the New Direct Access Plan between June 16, 2021 and June 30, 2021, the New Direct Access Plan benefits and employee contributions shall be effective July 1, 2021.

Employees who select the New Direct Access Plan on or after June 1, 2021 can remain in the new Direct Access Plan through December 31, 2022, and may opt to return to the Current Direct Access Plan in calendar year 2023 or during an open period in 2021 or 2022. After December 31, 2022, employees who remain in the New Direct Access Plan or enroll in the New Direct Access Plan for the first time, shall not be permitted to reenroll in the Current Direct Access Plan.

3. Article IX-A(3), Productivity Incentive Program: Effective July 1, 2021, reinstitute the annual incentive bonus for Supervisors that receive a “pass” rating in the amount of \$225.00.
4. Article XVI-N, Meal Allowance: Effective July 1, 2021, the meal allowance shall be increased to \$15.00 for all employees.
5. Master Technician Certification: Effective July 1, 2021, employees in the job title of “Automotive Foreman” that receive an Automotive Service Excellence (“ASE”)/Master Technician Certification shall receive a one-time increase in base salary of 4.00%, which shall remain intact so long as the employee remains in this job title and maintains the certificate.
6. Article XVI(I), Uniform Allowance: Effective July 1, 2021, restore \$600 uniform allowance for Toll Supervisors, payable at a flat rate of \$23.08 per bi-weekly pay period. [Note: Maintenance Supervisors retain their \$500 uniform allowance.]
7. Essential Employees: Four employees that are assigned to the Administration Building during a State of Emergency shall be deemed to be non-essential.
8. Assigned Vehicles: Traffic Control Supervisors on call 24/7 shall be able to drive their assigned Turnpike vehicles home as per the terms of the agreement previously reached between the parties.

A MOA appended to the parties’ collective bargaining agreement shall read:

Memorandum of Agreement – On-call Traffic Control Supervisors

The Turnpike and Local 200 agree that Traffic Control Supervisors, who are on-call 24/7, shall be entitled to drive their assigned vehicles to and from home.

On behalf of Local 200

On behalf of the Turnpike

Dated:

Dated:

9. Non-Revenue EZ Pass: Effective July 1, 2021, non-revenue EZ Pass shall be provided to all employees in the bargaining unit to use for travel from: (a) home to the work location, and (b) from the work location to home.
10. Article XVI-P(6), Separation Bonus: Effective for employees that retire on or after July 1, 2020, the separation bonus shall be reinstated for those that retire with 10 or more years of service at an amount of \$550 for each full year of service (\$600 for each year of service for Interchange Managers).
11. Article XIII-A(2)(b)(ii), Personal Days: Effective January 1, 2021, personal days for Toll Plaza Supervisors shall be increased from 5 to 6 personal days per year.

12. Article VIII-G(3), Interchange Manager Shifts: Effective May 1, 2021 the 11:00 a.m. to 7:00 p.m. shift for Interchange Managers shall be eliminated.
13. Article XIII-B(1), Vacation Entitlement: Effective January 1, 2021, right of employees with more than 10 years' of service with the Authority to receive one additional day of vacation for each year thereafter to attainment of a maximum of thirty (30) days of vacation shall be reinstated.
14. Article XVI-G(1), Holidays: Effective January 1, 2021, paid holidays for all Supervisors shall be increased from 12 to 14 by adding the Day After Thanksgiving and a Floating Holiday as holidays. The employee must make a written request for the Floating Holiday at least 30 days in advance and must be approved in writing before being permitted to take the Floating Holiday off.
15. Article XVI-G(4), Holiday Bonus and Pay Treatment: Effective July 1, 2021, the holiday bonus of \$100.00 shall again become applicable to supervisors in accordance with the provisions set forth in this sub-section. Effective July 1, 2021, the distinction between premium and non-premium holidays shall be eliminated for purposes of pay treatment on holidays, meaning that all hours worked in excess of 8 hours on a holiday shall be paid at double time and a half rates. (See Article XVI (G)(5)).
16. Article XI, Promotions and Transfers:
 1. Amend Paragraph 1 as follows: "All open positions in the Local 200/200A negotiations unit, will be posted for a one-time period of eleven (11) business days. At the time of posting, the Authority will e-mail the notice of open position to Local 200/200A. The 11-day posting period shall begin from the date Local 200/200A receives the posting or from the date the posting is placed on the Authority's website and on bulletin boards, whichever is later. If the Authority neglects to e-mail the job posting to Local 200/200A, the posting process shall remain valid.
 2. Open positions will first be offered as a transfer of location to supervisors who occupy the same job classification as the open position. Location transfers shall be granted based on seniority as per past practice.
 3. If an open position exists after the location transfer process is completed, the open position shall be offered as a reclassification to members of the bargaining unit who are not in the same job classification as the open position. To be considered for the reclassification, a supervisor must meet the qualifications for the job classification and pass any required tests. The Authority shall establish qualifications for each bargaining unit job classification based on the duties of the classification and will provide such qualifications to Local 200/200A. If more than one bargaining unit member is qualified to perform the job duties of the open position, the Authority shall offer the reclassification to the senior most qualified supervisor bidding on the open position. Senior most qualified supervisor means the supervisor who is determined to be qualified by the Authority, has passed any required test(s), and has the most bargaining

unit seniority. Bargaining unit seniority shall consist of the aggregate of a supervisor's service in the titles represented by Local 200/200A

4. Supervisors who are reclassified into a different bargaining unit title must complete a 6-month work test period. If the supervisor does not successfully complete the 6-month work test period, the Authority shall return the supervisor to his/her prior job. The Authority may return a supervisor, who is in a 6-month work test period, to his/her prior position in fewer than 6 months if it determines that the supervisor is incapable of performing the job duties of the position and/or has performance issues.

5. Consistent with Appendix C – Salary Scale, a reclassification shall be considered a promotion only if a supervisor advances, intra-union, to a pay grade which is higher than the supervisor is occupying.

6. If no bargaining unit member is qualified for the open position, the Authority has the discretion to fill the open position with any non-bargaining unit candidate.

7. The Authority is not required to post managerial vacancies within the Authority, except that if the Authority decides to fill a bargaining unit position represented by AFSCME Local 3914 through posting, that position shall be posted in accordance with paragraph 1 above. The decision of whether or not to post those positions shall be at the sole discretion of the Authority, which also has the right to fill Local 3914 positions without posting.

8. Nothing in this Article shall supersede or diminish the rights of supervisors notified of layoff or the rights of laid off supervisors under Article XXI.

17. WDEA and Janus: See attached Exhibit B.

18. Article XXIV, Promotional increases: Revise subsection (b) to state as follows:

Intra-Union Promotions: Effective May 1, 2021, Supervisors who are promoted intra-union shall receive a raise, at minimum, in the amount of 4.00%. If such raise would bring a supervisor above top of range for the salary for his new job classification, the supervisor will not receive 4.00% increase, but will instead be moved to top of range for his new job classification. Promotion is defined as a supervisor who advances, intra-union, to a pay grade which is higher than the supervisor is occupying. For purposes of salary progression following an intra-Union promotion, the Supervisor will be placed on the same step of the salary progression chart in subsection (c) below for the new job classification as the Supervisor was on prior to the promotion. The Supervisor will then receive the next salary progression increase after one full year in the new job classification.

19. Article XIII, Section A(8): Parent shall include step-parent and child shall include step-child.

20. Article XVI, Section S, Safety Shoe Allowance: Effective for 2021, the Safety Shoe Allowance shall be increased from \$100.00 to \$125.00 annually.

21. Toll Plaza Supervisors and Interchange Managers

Tier 1 TPSs and IMs

Effective July 1, 2021, in addition to the across-the-board increases set forth in the Joint MOA attached as Exhibit A, the TOR salary grades for tier 1 Toll Plaza Supervisors and Interchange Managers shall be increased by \$1,000.

Tier 2 TPS and IMs

Effective July 1, 2021, the steps for Tier 2 Toll Plaza Supervisors and Tier 2 Interchange Managers shall be reduced from 7 steps to 5 steps as follows:

The new guides shall be constructed by the subtracting the current start rate from the current TOR and dividing the difference by 5. The resulting quotient shall be added to each step to construct a five-step guide. The TOR for the new guide shall be the current TOR on the seven-step guide.

For Example, effective July 1, 2021, the New Step Guide for Tier 2 TPSs shall be as follows:

Start:	\$48,791.88
Step 1:	\$54,554.58
Step 2:	\$59,319.82
Step 3:	\$64,079.98
Step 4:	\$68,842.68
Step 5:	\$73,605.39

22. Reclassification Committee: The Authority agrees to establish a committee for the purpose of examining the salary of specified bargaining unit job titles and comparing those salaries to the existing job market in New Jersey. The Committee shall be comprised of four representatives appointed by the Turnpike and three representatives appointed by Local 200. The Committee will analyze the job requirements, skills, and duties of these positions and whether the salary paid to these employees is commensurate with these requirements, skills and duties based on the salaries paid to similar regular full-time employees in New Jersey. The Committee may retain the services of a vendor with expertise in compensation analysis to assist the Committee in its analysis. If the Committee retains an outside vendor for this purpose, the Authority shall be responsible for the full cost of the vendor's services. The Committee will further analyze

internal equity considerations, including salary compression issues, that relate to the salaries of those in the specified job titles. In addition, the Committee will analyze whether Turnpike supervisors are being properly paid compared to supervisors on the Parkway with similar job responsibilities. The Committee will ultimately recommend, based on this analysis, if reclassification from Grade 12 to Grade 12A of one or more of the identified job titles is appropriate, and if so, under what circumstances. Upon completion of the analysis, the Authority agrees to review the results and determine whether to reclassify the job titles identified from Grade 12 to Grade 12A¹, the effective date of such reclassification, and to what extent the qualifications, duties or responsibilities of the position should be modified. The analysis shall be completed as soon as practicable, but no later than October 1, 2021, and the reclassifications, if any, shall be implemented by and effective no later than December 1, 2021. The job titles that will be analyzed for purposes of determining if a reclassification from Grade 12 to Grade 12A is appropriate are set forth below:

- a. Automotive Foreman
- b. Building Maintenance Foreman
- c. Carpenter/Paint Foreman
- d. Inventory and Materials Supervisor
- e. Assistant Foreman – Automotive

23. The following job classifications shall be upgraded effective July 1, 2021 after application of the July 1, 2021 wage increase, as follows:

- a. Power Electric Foreman – Power Electric Foreman shall be placed in Grade XIIB and the TOR shall be increased to \$100,000. Current Power and Electric Foreman who are TOR of Grade XII shall be placed at the TOR of Grade XIIB. Power and Electric Foreman who are on a step below the TOR of Grade XII shall be placed on same step of Grade XIIB. (E.g., if a Power Electric Foreman is at Step 1 of Grade XII the Foreman will be placed on Step 1 of Grade XIIB).
- b. TDT Supervisors –TDT Supervisors will remain on Grade XIIB, but the new TOR will be \$100,000. The lower steps of Grade XIIB shall remain the same as they are currently. TDT Supervisors at TOR shall remain at TOR.

24. Holidays (Article XVI(G)(10)) – Effective May 1, 2021, the 2007-2011 language relating to unauthorized absences immediately prior to and after a holiday shall be restored, meaning that the phrase “unauthorized absence” shall be substituted for the phrase “unpaid time.”

¹ Alternatively, if any of the below titles, such as the Assistant Foreman, Automotive, is not in Grade 12, the Committee will determine whether an increase to a grade other than 12A is warranted.

25. Committee of the Future The parties shall establish a joint Union-Management “Committee on the Future” consisting of representatives from Local 200 and the Authority. The Committee will be made up of three representatives appointed by the Union and three representatives appointed by the Authority. Meetings will occur on dates and times that are mutually agreeable to the members of the Committee. The purpose of the Committee is to provide a forum for discussion between the Union and the Authority about bargaining unit positions that are likely to be phased out over the next 10 years as a result of changing technology and/or other operational needs, including the area of toll collection. The Committee will discuss strategies for preparing employees in these positions for jobs of the future with the Authority. The Committee will also discuss establishing a formalized training program to retrain these employees in ways that will help them to become qualified for these jobs of the future with the Authority. The Committee will meet at least twice per year and more frequently if agreed to by majority vote of the members of the Committee.
26. Complete Agreement: The parties recognize and agree that this MOA represents the entire understanding of the parties. Any proposal or counter-proposal that was made by the parties during negotiations, but is not contained herein, is deemed waived. Any provisions of the parties’ collective negotiations agreement currently in effect that have not been expressly modified by this MOA shall be incorporated into the parties’ successor agreement.
27. Ratification Process: This MOA is subject to ratification by the membership of the Union and approval by the Authority’s Board of Commissioners. The Union and its bargaining committee agree that it will recommend ratification of this MOA to the membership. The Union shall notify the Employer in writing of the result of the ratification vote within 24 hours of the conclusion of the voting. The Authority shall likewise notify the Union of the approval by the Authority.
28. Authorization: The undersigned represent that they are authorized to enter into this MOA on behalf of their respective constituencies. Upon ratification of the MOA by the Union, the Company will draft a new collective bargaining agreement and present it to the Union for review, approval, and execution.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 27th day of April 2021.

FOR THE AUTHORITY:



James Carone

FOR THE UNION:

Michael P. Calleo

Michael P. Calleo, Local 200/200A, IFPTE

EXHIBIT B

WDEA AND JANUS

In light of the WDEA and Janus, the parties shall agree to make the following revisions to the Agreement:

ARTICLE III – PAYROLL DUES DEDUCTIONS

Revise last sentence of second paragraph as follows:

The filing of such Notice of Withdrawal to halt deduction of full membership dues shall be effective as of the July 1 next succeeding the date on which Notice of Withdrawal is filed.

ARTICLE VI, MAINTENANCE OF MEMBERSHIP

Delete Article VI in its entirety

ARTICLE XX, ASSOCIATION REPRESENTATION

A. All activities, including grievances and discipline hearings, between Association representatives and the Authority shall be conducted during normal working hours with such time to be considered as excused absences with pay. All requests for paid or unpaid release time must be submitted to the Human Resources Department.

The following limitations shall apply to the above:

- the Authority shall release from duty with pay no more than two (2) union representatives at grievance and disciplinary hearings; and
- the Authority shall release from duty with pay no more than four (4) union representatives at Labor Management meetings; and
- Labor Management Meetings shall be held no more than every six (6) weeks.

B.

Paid release time for the Association for a calendar year will be based on the following schedule:

Members of Local 200 as of December 15 th	Paid Release Hours for the Subsequent Calendar Year
1-99	416
100-199	832
200-299	1,248

The number of hours for a calendar year will be based on the number of members as of December 15 the prior year. For example, if on December 15, 2012, there are two-hundred and thirty-two (232) members of the Association, for the following calendar year, 2013, the Association shall be granted one thousand two hundred forty-eight (1,248) hours of paid release for 2013 beginning on the first Monday of the first pay period in 2013. The Association will make every effort to schedule in lieu of days during Monday to Friday to accommodate the pressure of the Authority's business. Any additional time spent by the Association above any allowable time will be borne by the Association.

- C. The Association will be granted an aggregate of three (3) delegates to the State AFL/CIO Convention and an aggregate of three (3) delegates to the IFPTE International Convention with such time to be considered as excused absence with pay. The Union will provide the Authority with fourteen (14) calendar days written notice to the Human Resources Department of attendance at a convention described herein, but shorter notice may be provided due to unforeseen circumstances, such as the need to make a substitute a delegate due to illness. Written notice includes electronic mail.
- D. The Authority shall release from duty with pay no more than seven (7) members of the Association for collective negotiations.
- E. Union representatives shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Turnpike's premises to discuss workplace issues, collective negotiations, the administration of the collective negotiations agreement, and other matters related to the duties of the Union, as well as internal union matters involving the governance or business of the Union.
- F. Union representatives shall have the right to meet with individual employees on the premises of the Turnpike during the work day to investigate and discuss grievances, workplace-related complaints and other workplace issues.

- G. Union representatives shall have the right to the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.
- H. Within 10 calendar days from the date of hire of negotiations unit employees, the Turnpike shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1, 2021, the Turnpike shall provide the Union in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.
- I. The Union shall have the right to use the Turnpike's email system to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.