

Philip D. Murphy, Governor
Tahesha L. Way, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246
973-491-7000



October 19, 2023

Honorable Philip D. Murphy
Governor, State of New Jersey
State House
Trenton, NJ 08625

Dear Governor Murphy:

Pursuant to Chapter 150, Laws of 1979, I herein transmit the minutes of actions taken at the open session of the meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc., Board of Directors held on Wednesday, October 11, 2023.

Sincerely,

Meghan Clark Umukoro

Meghan Clark Umukoro
Board Secretary

Enclosures

Open Session Minutes of the actions taken at the Board of Directors' meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. held at NJ TRANSIT Headquarters, One Penn Plaza East, Newark, New Jersey on Wednesday, October 11, 2023. The meetings occurred concurrently.

Board Members

Diane Gutierrez-Scaccetti, Chair – Absent
Joseph Bertoni, Board Member
Kiabi D. Carson, Vice Chair
Aaron J. Creuz, Governor's Representative
Michael Kanef, Treasurer's Representative
Sangeeta P. Doshi, Board Member
Bob Gordon, Board Member
Richard A. Maroko, Board Member
Carlos A. Medina, Board Member
Shanti Narra, Board Member
Evan S. Weiss, Board Member
Rashonda A. Brown, Board Member (Non-Voting)
Karen Thomas, Board Member (Non-Voting)

Staff

Kevin S. Corbett, President & Chief Executive Officer (CEO)
Meghan Clark Umukoro, Board Secretary
Brian T. Wilton, Senior Vice President, Chief Legal Officer & General Counsel
Richard Schaefer, Senior Vice President, Capital Programs
Binu Thomas, Senior Vice President, Chief Administration Officer
Jacqueline Stamford, Acting Senior Vice President, Chief Financial Officer & Treasurer
Christopher Trucillo, Senior Vice President, Chief of Police, Office of Emergency Mgmt.

Vice Chair Carson convened the Open Session at 6:02 p.m. in accordance with the Open Public Meetings Act and NJ TRANSIT's enabling legislation. Board Secretary Umukoro asked everyone to mute their phones and turn their attention to the Public Safety Announcement. The pledge of allegiance to the flag was recited.

Board Secretary Umukoro conducted Roll Call and noted Chair Gutierrez-Scaccetti was absent, Board Member Bertoni was the Chair's designee to vote in her absence, and Board Members Bertoni, Doshi, Medina, and Weiss were participating remotely.

Board Secretary Umukoro announced that adequate notice of the meetings of the Board of Directors of the New Jersey Transit Corporation and its affiliates and subsidiaries was provided in accordance with the Open Public Meetings Act and NJ TRANSIT's enabling legislation. Notices were filed on October 5, 2023 with the Secretary of State, sent to newspapers of general distribution, posted in the main entrance of NJ TRANSIT

headquarters, published on the corporation’s website, and sent to each individual, agency, and organization that requested such notice.

Approval of Minutes

Vice Chair Carson asked for a motion to approve the minutes of the September 14, 2023 Board meetings. Board Member Michael Kanef made the motion, Board Member Bob Gordon seconded the motion, and the minutes were adopted.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Yes	Abstain	Yes	Yes	Yes	Yes	Yes

President & CEO’s Monthly Report

President & CEO Corbett began by saying he was proud to be on-hand yesterday at the American Public Transportation Association’s TRANSform Conference to accept NJ TRANSIT’s 2003 Outstanding Public Transportation System Award from among the largest transit systems in North America. For those attending the Board meeting in person, the award was on display at the front desk on the way into the Board Room. President & CEO Corbett thanked and commended every one of their nearly 12,000 employees, whose hard work, commitment, and dedication over the last six years, and throughout the pandemic, was responsible for earning such a prestigious recognition.

President & CEO Corbett said on ridership, overall weekday rail ridership was at approximately 70 percent of pre-COVID levels. Mid-week, Tuesday through Thursdays, were approximately 80 percent of pre-COVID levels, with many peak hour trains in the a.m. and p.m. at or above pre-COVID levels. He was pleased to report they also achieved a significant milestone for weekend rail ridership, which has now fully returned to patterns typical of seasonal, discretionary, and off-peak commuter travel. In fact, on most lines, total weekend ridership now exceeded pre-COVID levels.

In addition to their regular ridership increases, they were seeing significant ridership increases to and from MetLife Stadium for Jets and Giants home games, including more than 10,000 people for last week’s Jets’ and Giants’ games. President & CEO Corbett said although fans may not be happy about their team winning, they were sure winners riding on NJ TRANSIT, which was part of the fan experience, and was what they were hearing from fans.

Overall bus ridership systemwide was holding steady at approximately 85 percent of pre-COVID levels. Bus ridership during the week of September 18, 2023 reached its highest point since before the pandemic. Interstate bus ridership into New York was still at approximately 80 percent of pre-COVID levels, and intrastate bus ridership remains at

approximately 90 percent with many routes at, or above, pre-COVID levels during peak periods.

Overall light rail ridership increased from approximately 80 percent of pre-COVID levels to approximately 85 percent. Looking specifically at their three light rail systems: River Line ridership was at 70 to 75 percent of pre-COVID levels; Newark Light Rail was at 80 to 85 percent of pre-COVID levels; and HBLR ridership was essentially fully recovered from pre-COVID levels, increasing from approximately 90 percent of pre-COVID levels to between 95 and 100 percent. Anecdotally, from looking at parking lots, riding trains, and talking with customers for all practical purposes, people feel that things are essentially getting back to pre-COVID levels.

President & CEO Corbett said on September 29, 2023, NJ TRANSIT established emergency bus stabilization service for former A&C and Coach USA ONE customers, following these companies' disappointing decision to discontinue seven of their bus routes. These routes are critical lifelines to thousands of North Jerseyans, who depend on them to get to work, school, doctor's appointments, and recreation. After extensive analysis and planning, NJ TRANSIT announced an emergency stabilization plan that includes six new bus routes and extending one existing route, serving the same bus stops as the A&C and ONE bus lines, and covering the same span of service. Please visit NJ TRANSIT's website for more details.

President & CEO Corbett said as they take on these additional bus routes abandoned by A&C and Coach USA, they continue to closely monitor and analyze customer feedback. Toward that end, NJ TRANSIT once again received some extremely positive results from their latest Customer Satisfaction Survey, conducted this past summer from June 5, 2023 through July 3, 2023. With approximately 29,000 respondents, more than eight out of 10 customers, or 82 percent said they would recommend NJ TRANSIT to a friend or family member. This was the highest percentage received since they began conducting surveys in 2011, and a 10-point increase from the spring of 2019, when the willingness to recommend NJ TRANSIT was at 72 percent. The full survey can be found online at njtransit.com/surveyresults.

To help incentivize those who are not yet riding transit, NJ TRANSIT introduced its fall promotional campaign last month. From September 29, 2023 through October 31, 2023, they were offering several discounts, including a Buy One, Get One Free round-trip ticket between any origin and destination, and a 40 percent discount on a round-trip to Philadelphia or Atlantic City. For more information, please visit njtransit.com/fall.

President & CEO Corbett highlighted one item on the agenda that evening, the Board would vote to advance their ambitious Bus Garage Modernization Program, though a contract for Preliminary and Final Engineering and Design Services that continues to pave the way for their ultimate transition to a fully zero-emission fleet, aligned with Governor Murphy's clean energy goals.

On infrastructure, President & CEO Corbett said he had the honor of speaking alongside Governor Murphy and Board Chair Gutierrez-Scaccetti at the New Jersey Alliance for Action's annual Statewide Transportation Conference on September 20, 2023. There he was proud to highlight the record \$6.0 billion worth of infrastructure projects they have advanced since 2018.

A number of these projects are reaching milestones within the next six months. For example, they expect to advertise construction of their New Brunswick Platform Extension project by the end of this month. Next month, they will open bids for the second construction contract of their Long Slip project, which includes three ADA-Accessible platforms to support six new tracks, maintenance and fleet reliability facilities, and other amenities. In January 2024, they expect to advertise the second construction contract for their Raritan River Bridge Project, which will complete the bridge, allowing them to decommission the existing bridge and eliminate one of the most vulnerable points on their North Jersey Coast Line.

Their new Union City Bus Garage Project, which will be NJ TRANSIT's first full electric bus facility, was advertised for preliminary and final design, and expected to be awarded in the first quarter of 2024. The HBLR Operation and Maintenance rebid will be advertised for bidding later this year. They also expect to award a contract for the conceptual and preliminary design of their Brielle Draw Bridge by the end of the first quarter of 2024. Later this winter, the Elizabeth Station project will be entirely completed, with the eastbound platforms and station building already open and in service, and the westbound platforms are scheduled to be completed this winter. Please visit the NJ TRANSIT website for more information on these projects and many more.

President & CEO Corbett said in addition to all of these projects they were currently advancing, they were planning to advance an unprecedented additional \$8.0 billion in capital expenditures over the next three years, which was by far the largest investment in their system over a similar period of time in the 40-plus year history of NJ TRANSIT.

On the non-revenue corporate vehicle fleet, they had good news to share. On October 4, 2023, NJ TRANSIT received a \$1.4 million grant from the New Jersey Board of Public Utilities that will be used to expand their fleet of corporate electric vehicles, and provide funding for the necessary charging infrastructure. The awarded funds, which support cleaner air and New Jersey's broader sustainability goals, were part of the \$12.7 million in grant funding for Fiscal Year 2023 from three of the State's electric vehicle and charging infrastructure incentive programs. Using these funds, NJ TRANSIT will acquire additional Battery Electric Vehicles, Level Two Fleet Chargers, and Direct Current Fast Charging Equipment Units, or DCFCs, which offer rapid charging. They were currently installing their first-ever DCFC charger at the Newton Avenue Garage in Camden. As these funds drive them forward, it's important to note that they have already met and exceeded their goal to convert 25 percent of their corporate vehicle fleet to Hybrid/All Electric by 2025.

President & CEO Corbett said they had significant technology updates to share. Beginning that day, NJ TRANSIT was significantly enhancing the customer experience

for bus and light rail customers by adding a new and convenient contactless fare payment option for one-way fares. This new option was made possible by the installation of On-Board Validators on all of their approximately 2,200 buses, and validators at every one of their 62 light rail stations. Bus customers can simply tap their contactless card at the On-Board Validator as they board, and inform the operator of the number of zones they wish to travel. Light Rail customers simply tap their contactless payment card at their station's validator. This functionality was not only more convenience for customers, but it will also significantly reduce transaction times, making boarding faster for their customers.

On the personnel front, President & CEO Corbett was pleased to announce that New Jersey Transit Police Department (NJTPD) Captain Ryan Fraser has been appointed to the 2023-2024 class of White House Fellows, following a highly competitive selection process. For the next year, Captain Fraser will work with top-ranking administration officials in their nation's capital. He asked that everyone join him in wishing Captain Fraser continued success in this prestigious program until his return to the NJTPD.

President & CEO Corbett also congratulated their Chief Information & Digital Officer Lookman Fazal, and his team, on NJ TRANSIT's selection as a 2023 United States CIO award winner. The U.S. CIO awards celebrate 100 organizations and the teams within them that are using Information Technology in innovative ways to deliver business value, whether by creating competitive advantage, optimizing business processes, enabling growth, or improving relationships with customers.

Congratulations also went out to NJ TRANSIT's Jeff Antman and Beata Lazor, on their Creative Services team, winning the New Jersey Ad Club's "Best Vehicle Wrap" award on September 20, 2023. These beautiful, award-winning graphics were featured on their electric buses operating out of their Newton Avenue Bus Garage in Camden.

President & CEO Corbett took the time to thank and recognize every one of NJ TRANSIT's railroad workers for all the work they do every day to serve their customers, as October 15 of each year has been designated as New Jersey Railroad Workers Day.

In conclusion, President & CEO Corbett highlighted a few special events held over the past month, and said many thoroughly enjoyed NJ TRANSIT's 40th Anniversary Express ride on September 30, 2023, which was a resounding success by any measure. They had an amazing, enthusiastic turnout, not just on the train but all along the route, with hundreds of people lining up along the route to witness that historic ride, and take pictures and video. He said it was also great to see so many NJ TRANSIT employees, including several of their Board Members, Rashonda Brown being one of them, on October 7, 2023, at their Meadows Maintenance Complex in Kearny, where they hosted their annual NJ TRANSIT Family Day, an event filled with food, fun, and railroad magic, open to all NJ TRANSIT employees and their families. He said they were also looking forward to Saturday, October 14, 2023, when their Howell Bus Garage would host NJ TRANSIT's Annual Surface Transit Bus Roadeo and Family Day for more of the same, except with buses.

Vice Chair Carson asked Board Secretary Umukoro if there were any comments from the public. Board Secretary Umukoro said there were four in-person speakers and one pre-registered telephone speaker.

Board Secretary Umukoro said in order to give everyone an opportunity to be heard, comments would be limited to three minutes. Priority access would be given to pre-registered in-person speakers, followed by any additional in-person speakers. They would then take comments from pre-registered telephone speakers, followed by any additional telephone participants queued to speak.

Board Secretary Umukoro instructed those participating by telephone, if they had not already done so, please press *1 on their telephone keypad to enter the queue to speak. They would hear a brief tone to indicate they have successfully entered the queue.

Public Comments

David Peter Alan, Chair of the Senior Citizens and Disabled Residents Transportation Advisory Committee (SCDRTAC) provided a report on behalf of their committee. Mr. Alan began with commending NJ TRANSIT on its decision to assume operations on the former Coach USA bus routes 24, 31, and 44 in and near Essex County, as well as the A&C routes in Jersey City. Regarding Essex County, he noted there were service cuts, and he lives on the 31 route, and knew a reliable operation by NJ TRANSIT would still improve mobility for the riders on these lines. Mr. Alan said he, Linda Washington who was there that evening and was also a member of their committee, along with many others, depend on the transit offered. If they had lost those lines, the result would have been a tragic loss of mobility for the riders, and additional pressure on county systems, which would constitute another challenge which they do not need.

Mr. Alan said the season for presentations for county transportation was in full swing. This year, they were asking more questions and increasing their efforts to keep track of the suggestions they give the counties. Mr. Alan said this was an important part of their statutory mandate, and wanted to ensure that the county providers have the full benefit of their expertise.

Their Access Link Subcommittee met recently, and they heard complaints from their members and learned about other complaints. They want to help in any way they can to bring improvements in Access Link service to reality. They invited senior Access Link managers to work with them achieving that goal. Mr. Alan said if any member of the Board or anyone else had suggestions that could improve relations between Access Link and its riders, they would like to hear it.

Mr. Alan said their committee congratulates NJ TRANSIT Rail on its 40th Anniversary, which was celebrated over the past month. Their committee would be celebrating their own 40th Anniversary at their January meeting, scheduled for Monday, January 22, 2024.

Mr. Alan invited members of the NJ TRANSIT Board and Senior Management to join them as they celebrate this milestone.

In conclusion, Mr. Alan said their committee hoped that the proposed regulations concerning the SCDRTAP grant program and their committee's purview would be on tonight's agenda. They hope that these regulations, with the planned reaffirmation of their historic purview, will be approved next month.

Elizabeth Ndoye, resident of Hoboken and member of Don't Gas the Meadowlands, said she was deeply concerned because NJ TRANSIT has not removed the possibility of using frack gas from their RFP for the proposed Kearny power plant. She said NJ TRANSIT stated that alternative energy might not be sufficient for the project. Ms. Ndoye said NJ TRANSIT has a renewed focus on a central facility rather than a distributed design, which would be more useful in solar powered design. She said there was a lack of any information about siting locations for solar for the plant.

Ms. Ndoye asked why NJ TRANSIT would want to build a gas plant that would need to be transitioned to alternative energy by 2050, if they already knew it was not only environmentally dangerous, but also would be technologically obsolete before 2050. She said they did not need transition, they needed change now. Ms. Ndoye said the RFP spoke of selling energy that NJ TRANSIT creates to Amtrak, which suggests that they would be running the plant for many more hours than required in an emergency situation, and would run the plant not only when the grid was down.

Ms. Ndoye asked by the time they built the plant, how could they ensure that anyone would want to buy energy from a plant fired by the use of dirty natural gas. She said future customers may only want energy produced by clean energy technology, and they would be stuck with an outdated and polluting problem, not a revenue producing source of cheap energy. Ms. Ndoye said in short, NJ TRANSIT may be creating a huge financial milestone for themselves and not a solution to their resiliency problems. She said natural gas was becoming more expensive than solar and battery storage. Ms. Ndoye said NJ TRANSIT could use the funding they were receiving now to invest in a technology that would last and provide a cleaner future, rather than building a plant that every day becomes less and less technologically viable.

Ms. Ndoye said another continuing concern of hers was the complete dismissal of the New Jersey Environmental Justice Law in the RFP. She said NJ TRANSIT did not list this law in their list of required permits. She asked how this could be when the emissions from the proposed plant would add large amounts of toxins to the already polluted air of the residents of environmental justice communities in Essex, Hudson, and Union counties. Ms. Ndoye said the RFP must answer to the requirements of New Jersey's groundbreaking environmental justice law. She said NJ TRANSIT claimed to be reviewing proposals submitted to the flawed RFP, but they have yet to meet the deadline on going public with their choice on who will be awarded the contract.

Paula Rogovin asked the Board if they ever felt like someone was playing games with them. Ms. Rogovin said it felt like NJ TRANSIT was playing games. She said they had been working since 2019 to stop the NJ TRANSIT gas plant proposed for Kearny, an environmental justice community. Ms. Rogovin said in 2020 Governor Murphy called on NJ TRANSIT to pivot from a gas plant to a renewable energy alternative and NJ TRANSIT agreed to make that pivot. She said they kept an eye on NJ TRANSIT through the bidding process, as much as someone can watch a public agency with nearly zero transparency. Ms. Rogovin said, as they suspected, NJ TRANSIT did not keep their promise.

Ms. Rogovin said they had been waiting for six months for NJ TRANSIT to provide the names of the two bidders and there has been silence. She asked if they expected the public to sit quietly by and get exasperated. Ms. Rogovin said the lack of honesty and transparency was infuriating. She said they have submitted OPRA requests over and over and asked what was going on. Ms. Rogovin asked who the two final bidders were and if it would be a gas plant. She asked would NJ TRANSIT be dropping the microgrid project, trying to transfer the money to another project, or waiting until after the November elections so there would not be any repercussions to the politicians.

Ms. Rogovin read a quote from NorthJersey.com quoting Chair Gutierrez-Scaccetti from May's Board meeting. She said she would hope NJ TRANSIT, or the Board of Commissioners would instead say, they were keeping their promise to pivot from the gas plant and do everything possible to come up with a new proposal for microgrids, light rail, monorail, and a new proposal to submit to the FDA to repurpose the money. Ms. Rogovin said coming up with something to improve public transportation, while at the same time using renewables and protecting the health and lives of New Jerseyans, is what is needed. She hoped they would have asked the protestors for help to get the funds transferred to a new project.

Frederick Mendez said he was grateful to Food & Water Watch and because of their connectivity he was informed of the Board meeting. Mr. Mendez said he had been at a meeting once before, and he believed Food & Water Watch speaks for the next generation. He asked the Board if they noticed that the young and hopeless do not get much voice in this world. Mr. Mendez said he was thinking of a great freight train as a fitting metaphor. He said he saw a mile long freight train the other day that was filled with iron. Mr. Mendez asked the Board could they imagine the momentum and power that a train has going 30 miles an hour. He said the fossil fuel industry was like a great freight train that probably frightens some people, but he thinks for most people it is reassuring. Mr. Mendez said its power and momentum was almost intoxicating. He admitted he loves fossil fuels and said he drove in a four-cylinder car to the meetings and has a small gas fired heater in his apartment because he cannot afford anything else, but people in leadership can make a real difference. Mr. Mendez said fossil fuels have virtually built everything that can be seen with the eye today, but their time has expired.

Mr. Mendez asked if the Board members were people who denied the facts that they have known for decades that the World was warming up and there were disastrous consequences. He trusts the vast mass majority of climate scientists, and not the outliers.

Mr. Mendez asked the Board, what would it take to turn this around. He said former President Trump during the last days of his presidency was ready to fire his Attorney General and a group of people, probably not much larger than the group he was speaking to there tonight, and they stood up and said no.

Doug O'Malley, Director of Environment New Jersey, said they represent more than 80,000 citizens, members, and activists across the great state of New Jersey. Mr. O'Malley said he wanted to start off by thanking the activists that have come to the meetings month in and month out from Don't Gas the Meadowlands as well as Empower New Jersey, talking about the need for the Board to reexamine the process on TRANSITGRID. He said specifically, the findings of the Strategen Consulting report. Mr. O'Malley said there were massive concerns with this project that was designed to be resilient, but would further deepen their climate crisis.

Mr. O'Malley said he thinks about the project's resiliency for the situation that NJ TRANSIT finds itself in right now, and that was why he wanted to come to the meetings tonight. He said usually budget decisions are held during the springtime, however, they should be thinking about where they are in the budget now, because they are not where they need to be. Mr. O'Malley said they cannot get out of this funding hole through efficiencies, fare hikes, and service cuts. He said other states facing similar fiscal cliffs ahead were taking action, specifically Metropolitan Transportation Authority (MTA) in New York, and most recently the Pennsylvania House passed a bill to dedicate a portion of their sales tax to Southeastern Pennsylvania Transportation Authority (SEPTA) and statewide transit funding.

Mr. O'Malley said that was the type of leadership needed in New Jersey. He said they should not wait until budget season to have this discussion. Mr. O'Malley said the Legislature and the Administration have more control over the budget than the Board. He said they need to ensure they have a dedicated stable funding source and are not looking at a death spiral for NJ TRANSIT.

Mr. O'Malley mentioned a report from New Jersey Policy Perspective regarding historical funding that was provided by state aid. He noted five percent of NJ TRANSIT's funding comes from state aid, which was vastly less than other transit agencies they have seen. Mr. O'Malley said earlier in the Murphy Administration there was much more state aid close to \$500 million, and they needed to get back to that place.

Mr. O'Malley said he thought this was a critical message to be delivered especially today, after the release by the Turnpike Authority of the draft Environmental Impact Statement for the Newark Bay Bridge, which he said would come in at the grand cost of \$6.0 billion. He said this was a project they felt was not needed and the alternatives were being skipped over, including rehabilitation, which were not fully analyzed. Mr. O'Malley said the \$6.0 billion going to drivers and not riders could be going to fund transportation. He said this was not a matter NJ TRANSIT controlled, but ultimately the decision of the Legislature and Administration.

Board Secretary Umukoro said they would now like to open the floor for public comments by telephone participants.

The Operator said as a reminder, if you have not already done so, please press *1 on your telephone keypad to enter to queue to speak. You will hear a brief tone to indicate you have successfully entered the queue. Each speaker would be given three (3) minutes for their public comment. A warning would be provided with 1-minute remaining and again with 15 seconds remaining. The Operator said there were 10 participants in the queue to speak.

Matthew Buchys-Hyland said he wanted to speak about the possibility of a combo ticket between NJ TRANSIT, MTA, and SEPTA. Mr. Buchys-Hyland said he lives on Long Island in the Levittown area. He said he could take the train from Wantagh on the Long Island Rail Road to New York Penn Station and then from New York Penn Station to Newark Penn Station for only \$32, but a train from Seaford to Connecticut would only cost him \$18.50. Mr. Buchys-Hyland said he hoped the Board would be open to the idea of a combo ticket with the other two authorities. He said secondly, the fares remained the same and have not been raised since the Christie Administration. Mr. Buchys-Hyland hoped the Board would take his comments into consideration and discuss them.

Sally Jane Gellert, Chairperson of the Lackawanna Coalition said she wanted to congratulate NJ TRANSIT Rail on its 40th Anniversary. Ms. Gellert said a few members of the Coalition, including herself, joined families and rail fans to get a glimpse of history on October 1, 2023 at Hoboken Terminal for the display of historical rail cars. She said for those who had grown up when 40's style musicals were on Broadway, enjoyed peeking into the past, and having the chance to go onboard a couple of the historical cars. Ms. Gellert said the day certainly brought to life local rail history and provided additional motivation for protecting and expanding current passenger rail.

Ms. Gellert said regarding the abandoned bus lines, they were pleased to see NJ TRANSIT picking up the CoachONE and A&C routes. They wanted to point out that as activity has increased dramatically since the pandemic cuts, the goal should be to return to pre-pandemic schedules, including restoring full frequency of the No. 9 and 14 in Jersey City and those routes, along with the No. 80S and 8 running late into the evening. Ms. Gellert said although the current replacement route was not technically a cut, stores were no longer closing at 8:00 p.m., as they did three years ago, and more people were travelling at all hours, even more midday, and weekends, than during the traditional rush hours. She said therefore, full service was necessary.

Ms. Gellert said the other day she was at the Essex Train Station and caught one of the last two trains leaving and noticed the permit slots were basically empty. She said there was no one there that Friday except for the occasional riders.

Ms. Gellert said renaming the branches of the No. 24, with the Southbound 24A now the 24E for Elizabeth Avenue and the southbound 24B the 24J for Jersey Street, and northbound, the 24S for Scotland Road and 24H for Harrison Street, surely led to some

confusion this week, which she hopes will resolve with time. Ms. Gellert said to NJ TRANSIT's credit, they increased the span of service on the No. 31, especially in the evening, even over what Coach ran prior to the cuts in July. She said the schedule was a difficult one to keep up with traffic and the unreliability continues, which was why they encouraged management to look into improving it.

Ms. Gellert said on trains, members have reported some trains with restrooms in closed-off rail cars only, or worse, with non-working toilets. She said they encouraged the Board to consider this an important customer service issue and ensure that each train has one or more easily accessible working restrooms. Ms. Gellert said infrequent riders may not be aware that each train should have a restroom or think to ask for it.

Ms. Gellert said the Lackawanna Coalition planned to participate in two important events related to rail travel and sustainability during Transit Weekend, October 21 and 22, 2023. She said first the Rail User's Network, of which the Lackawanna Coalition was an organizational member, was hosting its Fall mini conference on Saturday, October 21, 2023 at 12:30 pm. Ms. Gellert said it was titled *Passenger Rail & the Environment - Natural Allies: Environmental benefits of passenger rail/rail transit in North America*, a zoom event, free to members and available to new members with their introductory memberships to run through 2024. She said the Lackawanna Coalition Chairperson Emeritus David Peter Alan, Secretary Daniel Chazin, and herself were invited to hold a panel discussion on Transit, the Sustainable Alternative, moderated by Legislative Director Vito Havrilla, on Sunday, October 22, 2023 at 11:00 am at the Ethical Culture Society of Bergen County in Teaneck, and also viewable on Zoom. Ms. Gellert's full written statement was shared with the Board.

James Crawford, resident of Passaic County, said he was calling in to say the public needed more transparency on the status of the Kearny gas plant project. Mr. Crawford said it seemed that the competitive bidding process was not truly competitive, and open to renewable solutions. He said basically NJ TRANSIT was not taking any proactive measures, that the public was aware of, to ensure that developers design a project compatible with Governor Murphy's recent Executive Order to cut greenhouse gas emissions by 2035, or the recently adopted environmental justice law. He said without intervention, the project would essentially be a stranded asset. Mr. Crawford said unless the cash flows were being accounted for to be paid by the taxpayers, this forward-looking project might be uneconomic. He said that was his concern because the taxpayers end up paying the cost on stranded assets. Mr. Crawford said they called on Governor Murphy and NJ TRANSIT to act on the findings of the Strategen study, and maybe get an unbiased third party involved, which demonstrates the renewable energy-based hybrid microgrid solution is better for people's health, technically feasible, and much more cost effective. He said the RFP needs to be opened up to a true competitive bid situation, and not just have fossil fuel operators.

Holly Cox, 25-year New Jersey resident, said she wanted to ask Governor Murphy and NJ TRANSIT why they were not revising the RFP and redesigning the microgrid project to be powered by renewable energy. Ms. Cox said the Strategen report showed it was technologically feasible, more economical, and better for public health and the climate. She asked the Board why they did not respond to the new report, which showed that a combined

system of solar battery, and storage as a backup gas turbine only to be used in true emergencies, was a feasible alternative for meeting NJ TRANSIT's operational needs during severe weather events.

Ms. Cox asked the Board why they have not revised their RFP to specifically solicit bids for renewable energy hybrid microgrid solution. She asked if they saw the immorality and danger of adding more pollution from another fossil fuel plant to an overburdened community. Ms. Cox said although Governor Murphy announced an accelerated target of 100 percent clean energy by 2035, neither he nor NJ TRANSIT has any plan to get there. She asked if they built their fossil fuel plant, when would it be completed, and how well did they expect it to operate before they needed to start transitioning to clean fuels to comply with Governor Murphy's targets. Ms. Cox asked what the estimated cost was to convert the gas plant to a clean plant. She also asked what NJ TRANSIT's response to the finding was that a renewable energy system could realize hard profit ranging between \$45 million to \$85 million from 2028 to 2050.

Ms. Cox was also interested in what NJ TRANSIT's response was to the finding that a fossil fuel project could face losses of \$42 million, and only gain up to \$29.0 million in profits over the same period. Also, she was curious to know NJ TRANSIT's response to finding out that avoiding emissions from 2028 to 2050 by operating a renewable energy system instead of fossil fuels could save between \$193 million to \$346 million in climate change impact. Ms. Cox asked what NJ TRANSIT's response to the findings that reducing pollutants from the plant could save another \$8.0 million to \$14 million locally in health and morbidity impacts. She asked where their evidence was that a gas plant was financially, environmentally, technically, or socially superior to a renewable hybrid microgrid.

Ms. Cox said climate chaos was unfolding all around them from stronger and more dangerous storms damaging property and killing residents. She said there were an increasing number of extreme weather events including hottest days seen on record and wildfires burning over 16,000 acres this year. Ms. Cox said the planet was literally either on fire or flooding and no one including those in positions of power was doing anything at the scale required to keep the planet habitable. She called on Governor Murphy and NJ TRANSIT to listen to the climate scientists around the world who all agree they only have six years left to drastically reduce emissions to keep the planet habitable. Ms. Cox said they should make a plan to meet the state's climate and clean energy commitments and stop the disastrous fossil fuel proposal.

Christian Nowell, member of Don't Gas the Meadowlands, said the public has not heard much about the status of TRANSITGRID. Mr. Nowell asked if TRANSITGRID was moving forward or not, and if not, was that due to the air permit being denied. He mentioned a letter written by John Reichman of Blue Wave New Jersey, which stated that building a polluting gas plant was far worse economically and environmentally than building nothing at all. Mr. Nowell asked what the contingency was if it was not going to be a gas plant as a result to the air permit possibly being denied. He asked if NJ TRANSIT plans on reallocating the money toward renewables and said it would be irresponsible and an opportunity squandered

if \$400 million dollars was left on the table not being used to move NJ TRANSIT into the future.

Mr. Nowell said they heard from Board Member Gordon once or twice at meetings but no comments from anyone else on the Board regarding their questions and statements. He asked was this because they could not say anything, if they were afraid to say anything, or was it because they did not feel like it. Mr. Nowell said they were left out not knowing what was going on. He hoped to hear from the Board about the status of the project.

Adam Reich said first he wanted to thank Board Member Narra for providing an update on the Customer Advocate vacancy at the last Operations & Customer Service Committee meeting. Mr. Reich said he understood there would be a comprehensive update for members of the public who might not remember that this position was mandated by the Legislature. He said this was a legal requirement that they have a Customer Advocate, and it was not something that the Board can override or ignore.

Mr. Reich said secondly, on the Northeast Corridor Line there have been a number of stations that have had staircases closed for six months or more. He said Metropark on the westbound platform experiences an insignificant bottleneck because of this, and Rahway and New Brunswick stations have had staircases closed for longer periods. Mr. Reich said there were also platform sections closed at North Elizabeth and outages at Hamilton. He said since these facilities went out of service, there has not been an update from NJ TRANSIT. Mr. Reich asked the Board if they could ensure that there would be a staff update to the public about what was taking so long and when they can expect these facilities to be reopened, at the next Operations & Customer Service Committee meeting.

Mr. Reich asked for staff to provide a comprehensive update on the status of NJ TRANSIT rail fleet. He said in recent days a lot of riders reported shorter trains. Mr. Reich said he noticed a couple of trains running with locomotives instead of cab cars and single levels instead of multilevel. He said there was a noticeable drop between Mean Distance Between Failure (MDBF) between the first and second quarters. Mr. Reich said please shed light on what was going on.

Mr. Reich said while it was great to see NJ TRANSIT celebrate its 40th anniversary with an excursion, he was deeply disappointed that he could not participate in it because its partner, United Railroad Historical Society (URHS), ignored his request for disability accommodation until the night before the event. He wanted to thank President & CEO Corbett for having a staff member reach out to him to try and resolve the issue, although they could not fully resolve it in time. Mr. Reich said he would stress that it was more troubling that URHS has refused to address discriminatory behavior by its volunteers. He said at the last board meetings, he requested assistance with an ADA accommodation because Mr. Phalon did not respond to his request. Mr. Reich said the comment was posted on social media with a number of prominent URHS members mocking it and Mr. Phalon refused to acknowledge the issue or make any kind of commitment of reminding his members not to make discriminatory comments.

Mr. Reich asked NJ TRANSIT to insist that if they are going to partner with an organization like this, that it responds to disability accommodation requests on a timely basis, and holds its members to standards. He said these were wonderful events that should continue, but they could be made inclusive with simple statements. Mr. Reich said he would love the opportunity to talk to management or SCADRAC about simple changes that could be done in the future so that someone who is in a high-risk category or immunocompromised can participate meaningfully in parts of the events, even if the idea of riding the excursion may not be accessible to them.

Mr. Reich said it was important when they think about accessibility, that they think beyond mobility issues. He said there were high risk and immunocompromised people doing things, and creating partial tickets available for outdoor events and on the day-to-day onboard, opening every available car was critical. Mr. Reich asked the Board as they approach cold and flu season, would they consider the idea of at least opening every available car to reduce density on board with people.

Rachel Davis said she was speaking on behalf of Water Spirit, a spiritual Ecology Center sponsored by the Sisters of Saint Joseph of Peace and their thousands of members throughout the state, Northeast region, and planet. Ms. Davis congratulated NJ TRANSIT on their 40th Rail Anniversary. She said they echoed support for the previous ADA compliance request. She said laws were only as good as they were being implemented. Ms. Davis said they had been speaking to the Board for years, advocating for 100 percent renewable energy alternatives for the NJ TRANSITGRID project, and educated them to the effects of the toxic dirty methane gas plant. She said she had over 12 years of personal expertise on the subject and direct gas infrastructure uses copious amounts of fresh water. Ms. Davis said they do not have water to waste, and they never did. She said water tables that should last 10,000 years were now contaminated due to hydraulic fracturing, the extractive process of getting methane gas or a couple of decades from being tapped. Ms. Davis said public transportation has a vital role to play in the transition to an equitable renewable energy economy.

Ms. Davis said ensuring the focus of risks in inaction regarding climate emergency remained prevalent. She said per the Strategen report that was published and communicated to the NJ TRANSIT Board, Governor's Office, and NJ TRANSIT's Energy & Sustainability Policy Committee, there were many economic, moral, and social risks including another risk they were adding. Ms. Davis read off the risks from the Strategen report. She said they were adding risks to the young people in the state and far beyond, especially those who are of poor and low wealth, as fossil fuel entanglements must be prevented. Ms. Davis said New Jersey state agencies must show accountability and move away from the fossil fuel industry in order to experience a livable future. She asked NJ TRANSIT why not embrace environmental justice fully and lead as a New Jersey state agency and become a best practice for the planet. Ms. Davis said they urged them to tap into their morals, keep the public involved in the process, and definitively abandon a dirty gas power plant. She said think of all children and be leaders of environmental justice in the state and not just in comparison to other states.

Sam DiFalco, organizer with Food and Water Watch, said they represented 70,000 members and supporters across New Jersey who staunchly opposed to any plan for the NJ TRANSITGRID project that involves building a new gas plant in New Jersey. Ms. DiFalco said there was breaking news in the climate and environmental justice world of New Jersey since the start of the meetings regarding the Competitive Power Ventures, a corporation that operates a gas plant in Woodbridge was no longer seeking approval to build a second gas plant in Woodbridge. She said they claim it was due to market conditions, but she believed it also had a lot to do with the activists who have been fighting for a stop to the plant for several years. Ms. DiFalco said just like they have been fighting NJ TRANSIT and have had a number of elected officials and municipalities come out against this project, the same was true in Woodbridge. She wanted to highlight this news because it showed the growing unpopularity of gas plants.

Ms. DiFalco said last month 75,000 people marched in New York City to put an end to fossil fuels. She said regardless of whether it was marketing conditions, activists, and opposition, or whether it was Competitive Power Ventures wanting to be seen as a green company, they know that these kinds of projects are no longer popular. Ms. DiFalco said it should serve as a reminder to NJ TRANSIT that people were ready to support renewable solutions and want to see a renewable source solution for NJ TRANSIT. She said they wanted this large federal grant to go to a solution that was not going to become a stranded asset.

Ms. DiFalco said they want the grant money to go towards a project that market conditions will make an economical and resilient long-term solution because they do need public transit resiliency, but they do not need a new gas plant. She said it has been a while since NJ TRANSIT updated the public about the project. Ms. DiFalco said they expected to hear about the bidders on the project back in May, but it has been silent. She said they urged them to be public about what was happening with the project and the status of it, and to do what they can to ensure they get the renewable transit solution that they need.

Matt Smith, Director of New Jersey Food & Water Watch, said he was commenting for their more than 70,000 members across the state. Mr. Smith said he wanted to echo previous comments about their great concern that NJ TRANSIT was now more than five months behind schedule in announcing the final bidders for what was supposed to be a re-envisioned microgrid project to maximize clean renewable energy. He felt the speakers before him reiterated all of the reasons why NJ TRANSIT needs to increase its transparency around this project and why NJ TRANSIT erred when they originally made the pivot despite all of the calls from the public. Mr. Smith said even after Governor Murphy ordered NJ TRANSIT to re-envision the project to maximize renewable energy, NJ TRANSIT insisted on keeping nearly every single project specification in the RFP identical. He said that was not re-envisioning, it was slapping some lipstick on a pig. Mr. Smith said if the delay was an indicator of NJ TRANSIT's struggle to find competitive bids on a renewable energy project, then he believes it was in part due to NJ TRANSIT's failure to work with the public who called for re-envisioning. They provided all the resources that they could to help NJ TRANSIT advocate for reallocating of funds and make modifications to the project to

make it more competitive for bidders to design a renewable based solution to meet some of NJ TRANSIT's needs.

Mr. Smith said he hoped that NJ TRANSIT would not give up on the project and exhausted every method possible to invest the funds in clean renewable energy to uphold Governor Murphy and NJ TRANSIT's commitment that was made to the public. He said they needed transparency immediately as to why there has been a five-month delay and why NJ TRANSIT without reason rejected all of their OPRA requests surrounding this project.

Charlton Dsouza, President of Passengers United in New York, said he could not tell them how many complaints they have received about the River LINE regarding trains breaking down and trains being cancelled. Mr. Dsouza said the River LINE is important, and it provides a vital service between Trenton and Camden. He said when two trains were cancelled or the last train is cancelled, it leaves riders stranded. Mr. Dsouza said if stranded in Trenton, especially in the evening, the only alternative was to take SEPTA and pay \$9.25. He said NJ TRANSIT has an obligation to get this right, and he wanted to know what NJ TRANSIT was doing to hold the vendor accountable. Mr. Dsouza said he also noticed people sleeping, drinking alcohol, and drug use on the River LINE. He said New Jersey Transit Police needs to patrol the light rail trains because it was filthy.

Mr. Dsouza said South Jersey as a whole, including the Atlantic City Rail Line, were seeing train cancellations, and it was not fair to riders, especially the hospitality workers who work at the casinos. He had been on many trains that were delayed or cancelled, and he knows personally that waiting two hours for the next train was horrible. Mr. Dsouza said staff needs to better coordinate the Atlantic City Rail Line schedules with the River LINE so riders can make better connections. He said if the River LINE goes down for any reason, there should be an announcement made and tickets should be cross honored on the bus system and with SEPTA, so that riders can get around, because it was not fair to be left stranded.

Mr. Dsouza asked what was going on with NJ TRANSIT's budget right now. He said MTA has been able to balance their budget, and SEPTA also. Mr. Dsouza said he was worried and asked what would happen with NJ TRANSIT in another year. He said to the people spending billions of dollars on the Turnpike, maybe some of that money needs to go into improving NJ TRANSIT, better busing options, and contingencies put in place. Mr. Dsouza said due to all of the train cancellations on various lines and the bridge stalling out, he did not understand why they did not have cross honoring with Amtrak, especially with the \$10 promotion that Amtrak recently implemented. He said maybe something can be worked out for NJ TRANSIT riders, when a train is cancelled, they can board an Amtrak train even if there is standing room only, at least they would be on a train moving. Mr. Dsouza said they would love to meet with President & CEO Corbett about their many concerns that they need to address. He hoped that the River LINE would finally be working because yesterday about four trains were cancelled due to mechanical problems, even after it was announced that the River LINE was back on schedule.

Vito Havrilla, resident of Bloomfield, said he was speaking in a personal capacity. Mr. Havrilla said according to NJ TRANSIT alerts today, 11 trains were delayed due to the

opening of the Amtrak Portal Bridge for marine traffic. He assumed that there would be residual delays and asked why Portal Bridge was open during rush hour. Mr. Havrilla asked why NJ TRANSIT did not alert riders that there would be delays earlier in the day.

Board Secretary Umukoro said there was one additional in-person speaker Ms. Linda Washington.

Linda Washington, member of Senior Citizens and Disabled Residents Transportation Advisory Committee, said she was the President of the Christian Elderly Newark Housing Authority and Newark Housing Commissioner. Ms. Washington said she wanted to thank NJ TRANSIT for taking over the 24, 31, and 44 bus lines. She said there were disabled people and seniors in wheelchairs, on walkers, and with canes who desperately need transportation to get around. Ms. Washington said a gentleman at her site named Yousaf Rodriguez started the petition along with South Ward Councilman Patrick Council and other elected officials. She was thankful and grateful for the seniors and disabled people at the senior buildings on Frelinghuysen Avenue. Ms. Washington said there were approximately 1,000 seniors at that location, and approximately 300 of them occupy her site. She wanted to thank NJ TRANSIT and SCDRTAC Chairman, David Peter Alan for addressing the issue.

Public Comments Submitted in Lieu of Speaking

Bill Beren wrote it was very encouraging that NJ TRANSIT was moving ahead with the modernization of its bus garages with the intent to accommodate zero emission buses, which currently were projected to be battery electric buses. He encouraged NJ TRANSIT to include other sustainability options in their redesign effort. Specifically, these should include solar panels on all available roof tops and providing for the possibility of hydrogen production and storage facilities to accommodate hydrogen fuel cell buses. He said hydrogen fuel cell buses have been in active service at Alameda Contra Costa Transit District and Champaign-Urbana Mass Transit District for years and have proven to be reliable and cost effective. In addition, the Champaign-Urbana MTD has successfully pioneered the production of green hydrogen from solar panels to fuel their fuel cell buses. Mr. Beren believes New Jersey would be well advised to learn from these leading-edge properties and incorporate their technologies into NJ TRANSIT's Capital Plans. As an aside, he was confused by the texts explaining the two contracts with Conduent. Item 2310-73-states that the contract was being extended one year at no additional cost, but Item 2310-74 seeks a new contract for an overlapping period at a cost of \$116 million. He was not quite sure how that works, but he supposed their contract team has a good explanation.

Robert Daniel referenced an agreement between NJ TRANSIT and Rutgers University on behalf of the Center for Advance Infrastructure and Transportation (CAIT) related to cleaning of polycarbonate windows from NJ TRANSIT trains. He asked what was the study's conclusion and what was NJ TRANSIT's plan to move forward with repairing or replacing these windows.

Zoe Iapicca has been a commuter since 2008 and believes in the past 10 years the rail service has declined greatly. She said she can't count the number of times she has been

stranded and had to take an Uber because the train broke down and can't count the number of times she has been late for work. Ms. Iapicca said this was all a disservice to customers who have to take the train for work, noting there was no communication for customers when sitting on a train that's been stopped for over 20 minutes, and they were all fed up and need change.

Board Comments

Board Member Gordon thanked all of the speakers for their comments. He noted he saw in the press since their last meeting a report concerning the conditions in State Veterans' Nursing Homes, what happened during COVID, and the report made recommendations on how to improve the situation. He thought it was significant that one of the recommendations offered was to create a Veterans' Advocate to be organized in a fashion similar to that of the one they proposed in the legislation. Board Member Gordon said he was putting this out there because this was an idea that would seem to be helpful in another context, and suggested that they not give up on this concept and try to move this forward.

Board Member Narra said relative to the Customer Advocate position, she overpromised and was not prepared to give a report regarding the status of how things were progressing, or able to provide any further details. She apologized if anyone was expecting more comprehensive information.

Advisory Committee Report

Suzanne Mack provided the Advisory Report and said her counterpart Anna Marie Gonnella Rosato gave the North and South Jersey Passenger Advisory Committee report last month. Their next Advisory Committee meeting will be held on October 20, 2023, and they hope to deliver that report in person. Ms. Mack said she was pleased that her reporting comes after the public comment period because there were so many wonderful suggestions that came up. She said she and Ms. Gonnella Rosato have joint meetings every other month and go through their public speaker notes taken at these meetings. Ms. Mack said a number of issues on ADA Compliance, Combo Senior Citizens ticket issues, and many other things were so helpful to their Committee so they can advocate on the public's behalf by talking to NJ TRANSIT Senior Management.

Ms. Mack said she knew that Board Members Gordon and Narra constantly say how grateful they are that the public comes out to provide comments. Although she knows there were some issues that were more policy related, she has watched the NJ TRANSIT Board for many years and knew they were not allowed to provide a lot of give and take at these meetings, but do go back and work on the issues raised. Ms. Mack thanked everyone that came out and fought for their issues. She said in terms of congratulating NJ TRANSIT on their 40th Anniversary in Rail, this was a big highlight, and she and many of them were there along with President & CEO Corbett to celebrate. Ms. Mack congratulated David Peter Alan on being with the Senior Citizens and Disabled Residents Transportation Advisory Committee (SCDRTAC) for 40 years, for his dedication, and

working with their Committee on the ADA issues, which they too were very concerned about. She said it is also important that Access Link comments were being considered. Ms. Mack said she was particularly interested in the comments presented by Mr. Reich, and would certainly like to discuss what happened, and would ensure that ADA was paramount in their discussions.

Ms. Mack said a lot of good things have been happening, and NJ TRANSIT continues to provide services and solutions for the situation in Newark and in Hudson County. Being from Hudson County, she was glad to see that service would be restored after the private carriers could not continue. Ms. Mack said NJ TRANSIT was to be commended, and the people in Essex and Hudson County were truly grateful because, they have no other options. Lastly, she said it was wonderful being part of a team that works so hard.

Board Operations and Customer Service Committee Report

Board Member Creuz presented the report for the Operations and Customer Service Committee. The Operations and Customer Service Committee received an update on trends, and analysis, and actions for rail, bus, light rail, and Access Link. The Committee also received an update on the Cost of Service and an update on Customer Satisfaction Survey Results - Spring 2023.

Board Administration Committee Report

Board Member Maroko presented the report for the Administration Committee. The Administration Committee received a Financial Update. This included a summary of operating results compared to previous year's comparable period and Fiscal Year 2024 Budget, 12-month farebox revenue compared to pre-COVID, major balance sheet items and Federal COVID-19 relief grant drawdown summary. Additional information was provided as part of the agenda materials, including the cost-of-service key performance indicators, twelve-month farebox recovery, history of vacancies, attrition and hires, ridership and revenue, and a monthly budget-to-actual comparison for August 2023.

Board Capital Planning, Policy, and Privatization Committee Report

Board Member Weiss presented the report for the Capital Planning, Policy, and Privatization Committee. The Capital Planning, Policy, and Privatization Committee discussed the Board Items for the: NJ TRANSIT Resilience Program Delco Lead Storage and Inspection Facility and County Yard Improvements Project: Contract Amendments - Construction Management and Construction Assistance Services to Support GC2 Project; Additional Preliminary and Final Engineering Services for the Bus Modernization Program; NJ TRANSIT – Resolution Authorizing Entering into an Agreement for the Construction of the Hudson Tunnel Project Package 3 Surface Alignment Between NJ TRANSIT and the Gateway Development Commission; Information Technology: Zero Dollar Change Order to Conduent contract 18-013 for Extension of Time for Completion of Fare Modernization Improvements; and Information Technology: Award of Five-Year

Contract for the Improvement, Maintenance, and Support of Customer Ticketing, Fare Payment and Collection Systems, and Networks to Conduent Transport Solutions, Inc.

Board Safety Committee Report

Board Member Narra presented the report for the Safety Committee. The Committee received updates from the Office of System Safety on Key Performance metrics for Rail, Light Rail, Bus, Access Link, and Construction Safety. The Safety Committee was also made aware that in August of 2023, the Safety Education Program was merged under the umbrella of the newly created Safety Training and Development Division. In Quarter 1 and Quarter 2 of 2023, the Safety Education Program was merged under the umbrella of the newly created Safety Training and Development Division. In Quarter 1 and Quarter 2 of 2023, the Safety Education Program facilitated 92 presentations to 110 schools in the northern and southern regions of New Jersey.

She noted Chief Trucillo updated the committee on the Department’s outreach efforts for the month of September, as well as Narcan deployments. In addition, the Chief gave a crime update and discussed the progress of the Attorney General’s Arrive Together program in Newark Penn Station.

Action Items

Board Secretary Umukoro noted Board Member Medina was recused from Item #2310-70 and would not vote or comment on the item.

2310-70: NJ TRANSIT RESILIENCE PROGRAM – DELCO LEAD STORAGE AND INSPECTION FACILITY AND COUNTY YARD IMPROVEMENTS PROJECT: CONTRACT AMDENDMENTS – CONSTRUCTION MANAGEMENT AND CONSTRUCTION ASSISTANCE SERVICES TO SUPPORT GC2 PROJECT

President & CEO Corbett introduced Richard Schaefer, Senior Vice President, Capital Programs, to present Action Item #2310-70. Richard Schaefer presented for approval Action Item #2310-70: NJ TRANSIT Resilience Program – Delco Lead Storage and Inspection Facility and County Yard Improvements Project: Contract Amendments – Construction Management and Construction Assistance Services to Support GC2 Project.

Board Member Shanti Narra made a motion, Board Member Michael Kanef seconded the motion, and the item was adopted.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Recused	Yes	Yes	Yes	Yes	Yes	Yes

Board Secretary Umukoro noted Board Member Medina was recused from Item #2310-71 and would not vote or comment on the item.

2310-71: ADDITIONAL PRELIMINARY AND FINAL ENGINEERING SERVICES FOR THE BUS GARAGE MODERNIZATION PROGRAM

President & CEO Corbett introduced Richard Schaefer, Senior Vice President, Capital Programs, to present Action Item #2310-71. Richard Schaefer presented for approval Action Item #2310-71: Additional Preliminary and Final Engineering Services for the Bus Garage Modernization Program.

Board Member Bob Gordon made a motion, Board Member Shanti Narra seconded the motion, and the item was adopted.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Recused	Yes	Yes	Yes	Yes	Yes	Yes

Board Secretary Umukoro noted Vice Chair Carson was recused from Item #2310-72 and would not vote or comment on the item.

2310-72: NJ TRANSIT – RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT FOR THE CONSTRUCTION OF THE HUDSON TUNNEL PROJECT PACKAGE 3 SURFACE ALIGNMENT BETWEEN NJ TRANSIT AND THE GATEWAY DEVELOPMENT COMMISSION

President & CEO Corbett introduced, Richard Schaefer, Senior Vice President, Capital Programs, to present Action Item #2310-72. Richard Schaefer presented for approval Action Item #2310-72: NJ TRANSIT – Resolution Authorizing Entering into an Agreement for the Construction of the Hudson Tunnel Project Package 3 Surface Alignment Between NJ TRANSIT and the Gateway Development Commission.

Board Member Richard Maroko made a motion, Board Member Bob Gordon seconded the motion, and the item was adopted.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Recused	Yes

2310-73: INFORMATION TECHNOLOGY: ZERO DOLLAR CHANGE ORDER TO CONDUENT CONTRACT 18-013 FOR EXTENSION OF TIME FOR COMPLETION OF FARE MODERNIZATION IMPROVEMENTS

President & CEO Corbett introduced Binu Thomas, Senior Vice President, Chief Administration Officer, to present Action Item #2310-73. Binu Thomas presented for approval Action Item #2310-73: Information Technology: Zero Dollar Change Order to Conduent Contract 18-013 for Extension of Time for Completion of Fare Modernization Improvements.

Board Member Shanti Narra made a motion, Board Member Michael Kanef seconded the motion, and the item was adopted.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

2310-74: INFORMATION TECHNOLOGY: AWARD OF FIVE-YEAR CONTRACT FOR THE IMPROVEMENT, MAINTENANCE, AND SUPPORT OF CUSTOMER TICKETING, FARE PAYMENT AND COLLECTION SYSTEMS, AND NETWORKS TO CONDUENT TRANSPORT SOLUTIONS, INC.

President & CEO Corbett introduced Binu Thomas, Senior Vice President, Chief Administration Officer, to present Action Item #2310-74. Binu Thomas presented for approval Action Item #2310-74: Information Technology: Award of Five-Year Contract for the Improvement, Maintenance, and Support of Customer Ticketing, Fare Payment and Collection Systems, and Networks to Conduent Transport Solutions, Inc.

Board Member Richard Maroko made a motion, Board Member Bob Gordon seconded the motion, and the item was adopted.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Board Secretary Umukoro noted Board Members Brown and Thomas were recused from Item #2310-75 and would not comment on the item.

2310-75: PERSONAL INJURY CLAIM OF THE ESTATE OF RAFFAELE CARFI

President & CEO Corbett introduced Jacqueline Stamford, Acting Senior Vice President, Chief Financial Officer and Treasurer, to present Action Item #2310-75. Jacqueline Stamford presented for approval Action Item #2310-75: Personal Injury Claim of The Estate of Raffaele Carfi.

Board Member Shanti Narra made a motion, Board Member Richard Maroko seconded the motion, and the item was adopted.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Board Secretary Umukoro noted Board Members Brown and Thomas were recused from Item #2310-76 and would not comment on the item.

2310-76: PROPOSED LABOR AGREEMENT: COMMUNICATIONS WORKERS OF AMERICA LOCAL #1032

President & CEO Corbett introduced Christopher Trucillo, Senior Vice President, Chief Financial Officer and Treasurer, to present Action Item #2310-76. Christopher Trucillo presented for approval Action Item #2310-76: Proposed Labor Agreement: Communications Workers of America Local #1032

Board Member Michael Kanef made a motion, Board Member Bob Gordon seconded the motion, and the item was adopted.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Executive Session Authorization

Vice Chair Carson noted they would adjourn to Executive Session, would return only to adjourn the meetings, and no further business would be conducted.

Vice Chair Carson asked for a motion to enter Executive Session to discuss personnel matters, contract negotiations, the status of pending and anticipated litigation, and matters falling within the attorney-client privilege, including, but not limited to, the Personal Injury Claim of Michael Carle, the Personal Injury Claim of Cira Ramirez, the

Personal Injury Claim of Ingrid Nieves, and the personal Injury claim of the Estate of Siham Hajbi.

Board Member Michael Kanef made a motion, Board Member Bob Gordon seconded the motion, and it was adopted. At approximately 7:36 p.m., the Board adjourned to Executive Session.

Roll Call Vote:

Doshi	Gordon	Maroko	Medina	Narra	Weiss	Kanef	Creuz	Carson	Bertoni
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Return to Open Session

Vice Chair Carson reconvened Open Session at 7.55 p.m. and asked Board Secretary Umukoro to take Roll Call.

Board Secretary Umukoro conducted a Roll Call. All Board Members, except Board Members Brown and Thomas, returned to Open Session.

Adjournment

Since there was no further business, a motion to adjourn was made by Board Member Shanti Narra, seconded by Board Member Maroko, and the motion was adopted.

The meetings were adjourned at approximately 7:56 p.m.

NEW JERSEY TRANSIT CORPORATION
NJ TRANSIT BUS OPERATIONS, INC.
NJ TRANSIT RAIL OPERATIONS, INC.
NJ TRANSIT MERCER, INC.
NJ TRANSIT MORRIS, INC.
BOARD OF DIRECTORS' MEETINGS

OCTOBER 11, 2023

MINUTES

PAGE

➤ CALL TO ORDER	-
➤ APPROVAL OF MINUTES OF PREVIOUS MEETINGS	66153
➤ PRESIDENT & CEO'S MONTHLY REPORT	66154
➤ PUBLIC COMMENTS	-
➤ ADVISORY COMMITTEE REPORT	-
➤ BOARD COMMITTEE REPORTS	-

ACTION ITEMS

2307-70 NJ TRANSIT RESILIENCE PROGRAM – DELCO LEAD STORAGE AND INSPECTION FACILITY AND COUNTY YARD IMPROVEMENTS PROJECT: CONTRACT AMENDMENTS – CONSTRUCTION MANAGEMENT AND CONSTRUCTION ASSISTANCE SERVICES TO SUPPORT GC2 PROJECT 66177

– Authorization to amend NJ TRANSIT Contract No. 15-049 with joint venture team of Urban/Tishman of Cherry Hill, New Jersey, in the amount of \$33,000,000, plus five percent for contingencies, to provide Construction Management Services to support GC2 Delco Lead/County Yard project, subject to the availability of funds. This authorization will bring total Construction Management Contract authorization to \$35,108,080.

Authorization to amend NJ TRANSIT Contract No.13-041 with Jacobs Engineering, Inc., of Morristown, New Jersey, in the amount of \$11,000,000, plus five percent for contingencies, to provide Construction Assistance Services to support GC2 Delco Lead/County Yard project, subject to the availability of funds. This authorization will bring total Design Contract authorization to \$44,783,933.18.

2310-71 ADDITIONAL PRELIMINARY AND FINAL ENGINEERING SERVICES FOR THE BUS GARAGE MODERNIZATION PROGRAM 66181

– Authorization to enter into NJ TRANSIT Contract No. 21-016 with AECOM of Piscataway, New Jersey, for the Additional Preliminary and Final Engineering Services for the Bus Garage Modernization Program project.

Authorization to engage AECOM under NJTRANSIT Contract No. 21-016 for Phase 1A services to provide additional design services to Hilton Garage Early Construction Preliminary and Final Design and additional survey/As-Built

NEW JERSEY TRANSIT CORPORATION
NJ TRANSIT BUS OPERATIONS, INC.
NJ TRANSIT RAIL OPERATIONS, INC.
NJ TRANSIT MERCER, INC.
NJ TRANSIT MORRIS, INC.
BOARD OF DIRECTORS' MEETINGS
OCTOBER 11, 2023
MINUTES
PAGE 2

Drawings for Westwood and Ironbound II Garages in the amount not to exceed \$2,726,242.04, plus five percent for contingencies, subject to the availability of funds.

- 2310-72 NJ TRANSIT – RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT FOR THE CONSTRUCTION OF THE HUDSON TUNNEL PROJECT PACKAGE 3 SURFACE ALIGNMENT BETWEEN NJ TRANSIT AND THE GATEWAY DEVELOPMENT COMMISSION** – Authorization to enter into an agreement for the delivery of the Hudson Tunnel Project Package 3 Surface Alignment Project between NJ TRANSIT and the Gateway Development Commission. **66186**
- 2310-73 INFORMATION TECHNOLOGY: ZERO DOLLAR CHANGE ORDER TO CONDUENT CONTRACT 18-013 FOR EXTENSION OF TIME FOR COMPLETION OF FARE MODERNIZATION IMPROVEMENTS** – Authorization to amend NJ TRANSIT Contract No. 18-013 with Conduent Transport Solutions, Inc. at a cost of zero dollars to allow Conduent to complete the Fare Modernization Improvements by December 31, 2025. **66188**
- 2310-74 INFORMATION TECHNOLOGY: AWARD OF FIVE-YEAR CONTRACT FOR THE IMPROVEMENT, MAINTENANCE, AND SUPPORT OF CUSTOMER TICKETING, FARE PAYMENT AND COLLECTION SYSTEMS, AND NETWORKS TO CONDUENT TRANSPORT SOLUTIONS, INC.** – Authorization to award NJ TRANSIT Contract No. 24-007 for the period of January 1, 2024 through December 31, 2028, to Conduent Transport Solutions, Inc. of Somerset, New Jersey, at a cost not to exceed \$115,765,707.00, plus five percent for contingencies, subject to the availability of funds. **66189**
- 2310-75 PERSONAL INJURY CLAIM OF THE ESTATE OF RAFFAELE CARFI** – Authorization to settle the claim of the Estate of Raffaele Carfi through the estate’s attorney, at an amount discussed in Executive Session. The Attorney General has approved the proposed settlement, subject to the availability of funds. **66190**
- 2307-76 PROPOSED LABOR AGREEMENT: COMMUNICATION WORKERS OF AMERICA LOCAL #1032** – Authorization to enter into contract with the Communications Workers of America Local #1032 for the term of July 1, 2023 until June 30, 2027, subject to the availability of funds, approve the economic terms and other proposed conditions contained in the collective bargaining agreement, and take all necessary steps to finalize and implement same. **66191**
- **EXECUTIVE SESSION AUTHORIZATION** **66250**
- **ADJOURNMENT**

APPROVAL OF MINUTES

WHEREAS, the By-Laws provide that the minutes of actions taken at meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. Board of Directors be approved by the Board; and

WHEREAS, pursuant to Section 4(f) of the New Jersey Public Transportation Act of 1979, the minutes of actions taken at the September 14, 2023 Board Meetings of the New Jersey Transit Corporation, NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. were forwarded to the Governor on September 21, 2023 and;

NOW, THEREFORE, BE IT RESOLVED that the minutes of actions taken at the September 14, 2023 Board Meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. Board of Directors' meetings are hereby approved.

Philip D. Murphy, Governor
Tahesha L. Way, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246
973-491-7000



TO: BOARD OF DIRECTORS
FROM: KEVIN S. CORBETT
DATE: OCTOBER 11, 2023
SUBJECT: PRESIDENT & CEO'S REPORT – OCTOBER 2023

A handwritten signature in black ink, appearing to read 'K. S. Corbett', is written over the 'FROM' line of the memo header.

As many of you already know, on September 29th NJ TRANSIT established emergency bus stabilization service for former A&C and Coach USA ONE customers, following these companies' disappointing decision to discontinue seven of their bus routes. These routes are critical lifelines to thousands of North Jerseyans, who depend on them to get to work, school, doctor's appointments, and recreation. After extensive analysis and planning, we announced an emergency stabilization plan that includes six new bus routes and extending one existing route, serving the same bus stops as the A&C and ONE bus lines, and covering the same span of service. For more details, please visit njtransit.com/a-cbus or njtransit.com/coachone.

As we take on additional bus routes abandoned by A&C and Coach USA, we continue to closely monitor and analyze customer feedback. Toward that end, we once again received some extremely positive results from our latest Customer Satisfaction Survey, conducted this past summer from June 5th through July 3rd. With approximately 29,000 respondents, 82 percent of our customers said they would recommend NJ TRANSIT to a friend or family member. This is the highest percentage since we began conducting surveys in 2011, and a 10-point increase from the spring of 2019. Full survey results are available online at njtransit.com/surveyresults.

To help incentivize those who aren't yet riding transit, NJ TRANSIT introduced its fall promotional campaign last month. From September 29th through October 31st, we are offering several discounts, including a "Buy One, Get One Free" round-trip ticket between any origin and destination, and a 40 percent discount on a round-trip to Philadelphia or Atlantic City. For more information, please visit njtransit.com/fall.

Highlighting one item on our agenda this evening, the Board will vote to once again advance our ambitious Bus Garage Modernization Program, through a contract for Preliminary and Final Engineering Services that continues to pave the way for our ultimate transition to a fully zero-emission fleet, aligned with Governor Murphy's clean energy goals.

We are also helping to realize the Governor's clean energy goals by converting our non-revenue corporate vehicle fleet to Hybrid/All-Electric. On October 4th, NJ TRANSIT received a \$1.4 million grant from the New Jersey Board of Public Utilities that we will use to expand our fleet of corporate electric vehicles, and provide funding for the necessary charging infrastructure. The awarded funds are part of the \$12.7 million in grant funding for Fiscal Year 2023 from three of the State's electric vehicle and charging infrastructure incentive programs. Using these funds, NJ TRANSIT will acquire additional Battery Electric Vehicles, Level Two Fleet Chargers, and Direct Current Fast Charging Equipment Units, or DCFCs, which offer rapid charging. We are currently installing our first-ever DCFC charger at our Newton Avenue Garage in Camden. As these funds continue to drive us forward, it's important to note that we have already met and exceeded our goal to convert 25 percent of our corporate vehicle fleet to Hybrid/All-Electric by 2025.

On the technology front, beginning today NJ TRANSIT is significantly enhancing the customer experience for bus and light rail customers by adding a new and convenient contactless fare payment option for adult one-way fares. This new option is made possible by the installation of On-Board Validators on all of our approximately 2,200 buses, and validators at every one of our 62 light rail stations. Bus customers simply tap their contactless card at the On-Board Validator as they board, and inform the operator of the number of zones they wish to travel. Light rail customers simply tap their contactless payment card at their station's validator. This functionality is not only more convenient for customers, but it will also significantly reduce transaction times, making boarding faster for our customers.

In conclusion, I'd like to take this opportunity to thank and recognize every one of NJ TRANSIT's railroad workers for all the work they do every day to serve our customers, as October 15th of each year has been designated by the State as "New Jersey Railroad Workers Day."



PRESIDENT & CEO'S MONTHLY REPORT

October 11, 2023

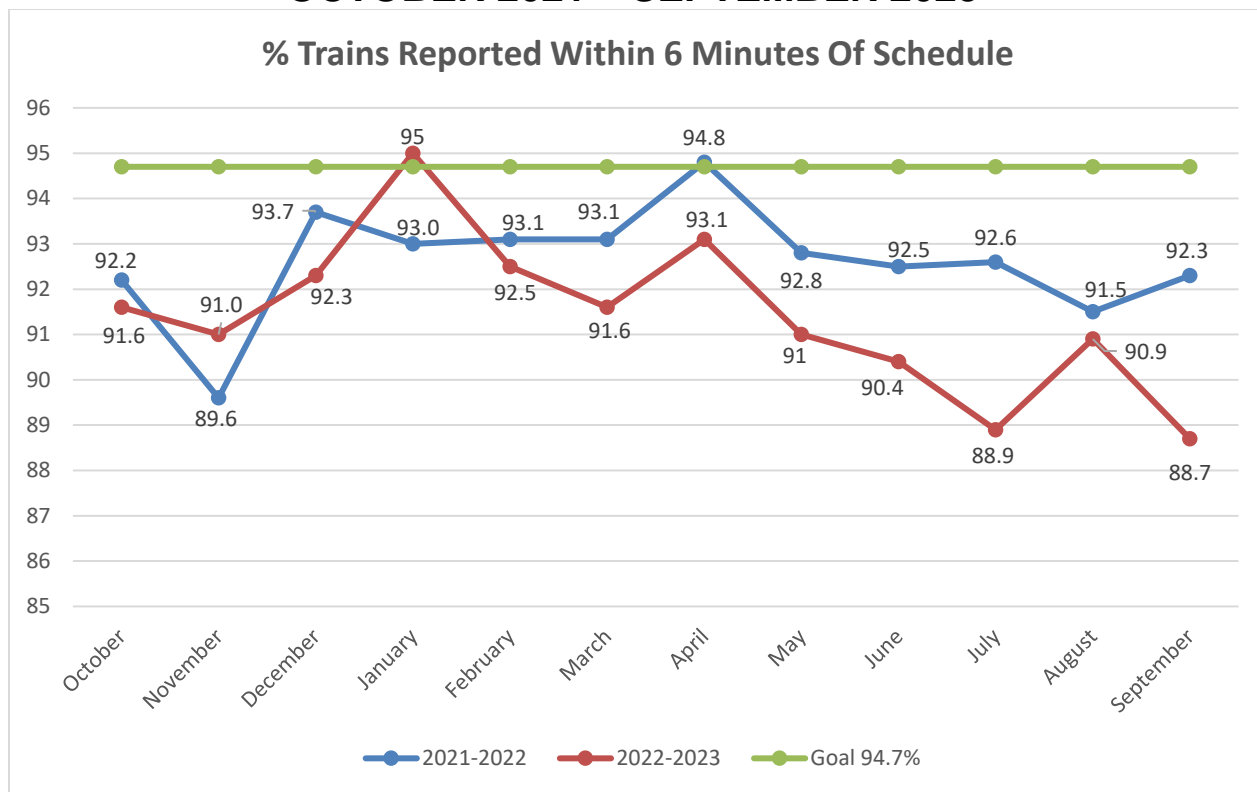
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- 1. PERFORMANCE MEASURES**
- 2. MEAN DISTANCE BETWEEN FAILURES**
- 3. DBE/SBE PROGRAM**
- 4. EMPLOYEE RECOGNITION**

PERFORMANCE MEASURES

NJ TRANSIT ON-TIME PERFORMANCE RAIL OCTOBER 2021 – SEPTEMBER 2023



	<u>2022</u>	<u>2023</u>	<u>%Change</u>
Sept. Comparison	92.3%	88.7%	-3.6%
12-Month Average Oct 2022 – Sept 2023	92.6%	91.4%	-1.2%

Analysis:

Rail On-time Performance was 88.7% for the month of September 2023. Of the 17,687 trains scheduled to operate, 15,686 were on time, while 2,001 trains (or 11.3%%) were delayed.

Key Causes included:

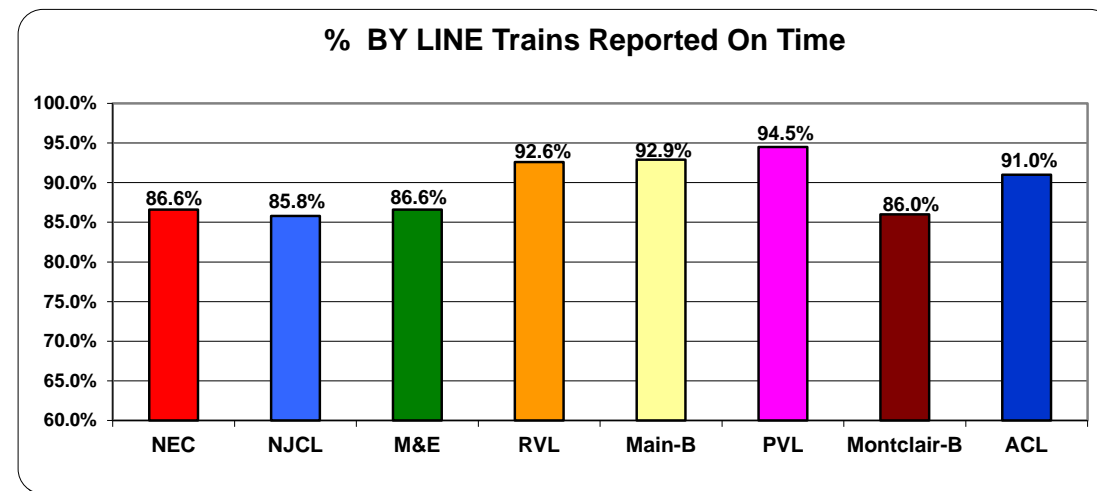
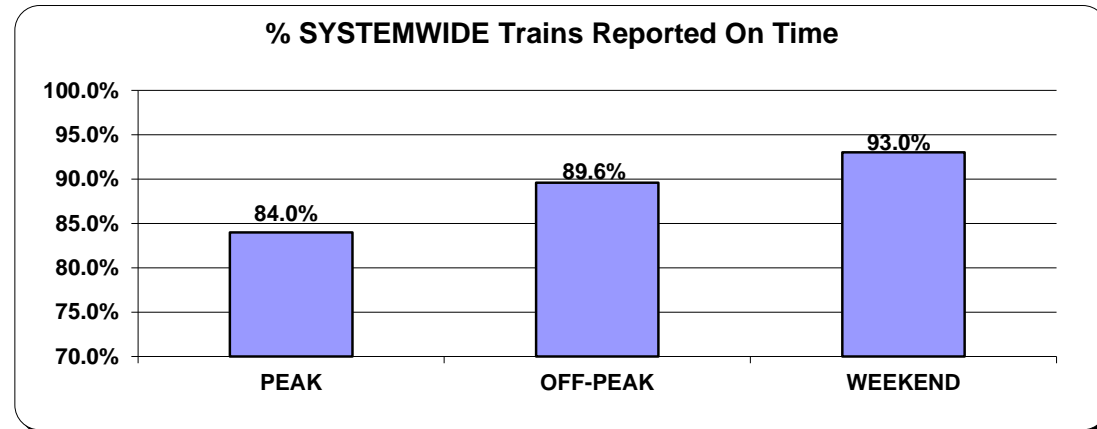
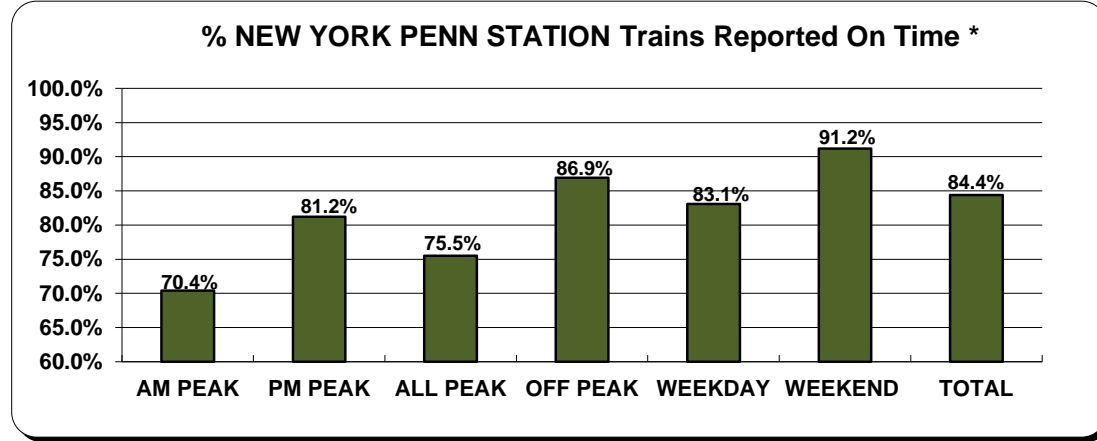
- Amtrak signal issue, NJT trackside interference and an event contributed 155 delays on September 8.
- Amtrak catenary issue, programmed maintenance, NJT diesel issue, Arrow MU issue, electric locomotive issue and a power interruption contributed 222 delays on September 12.
- Amtrak Portal Bridge issue, track issue, NJT trackside interference and a grade crossing accident contributed 132 delays on September 19.

The 12-month Average for Rail On-Time Performance was 91.4%.

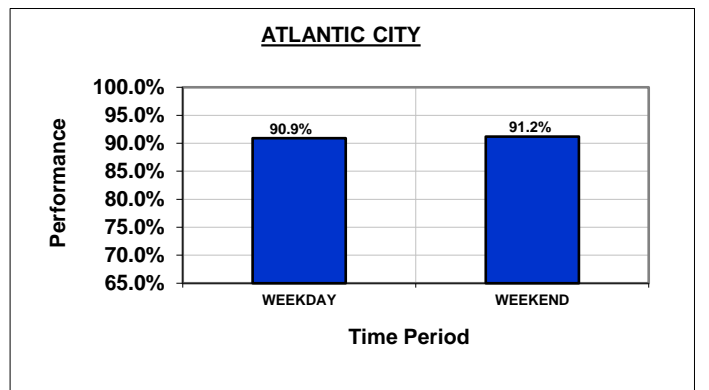
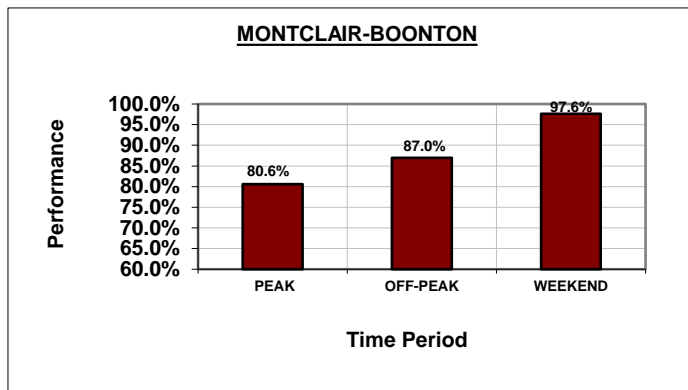
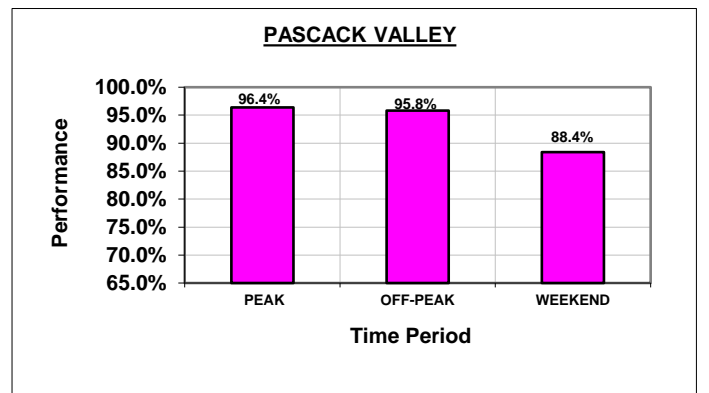
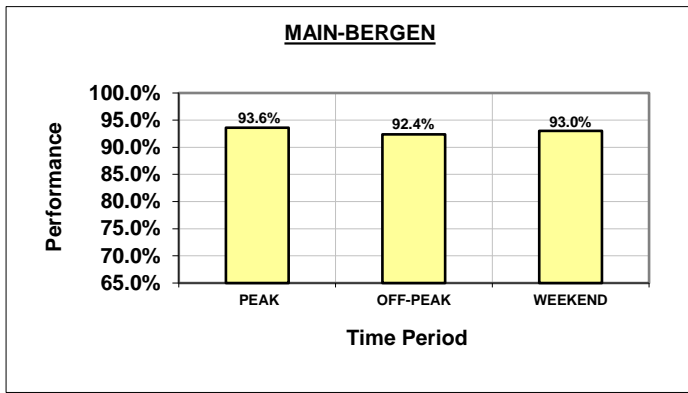
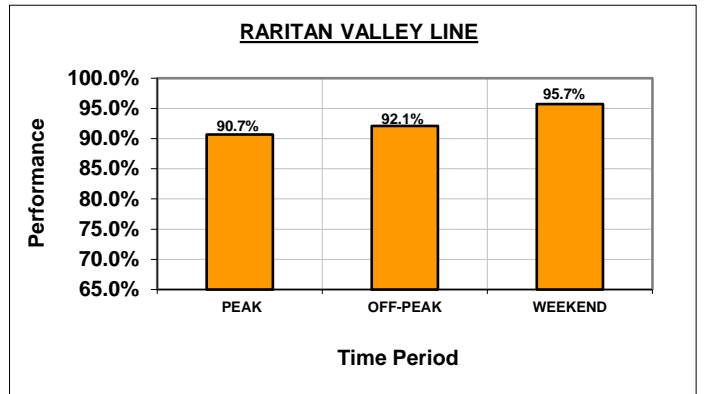
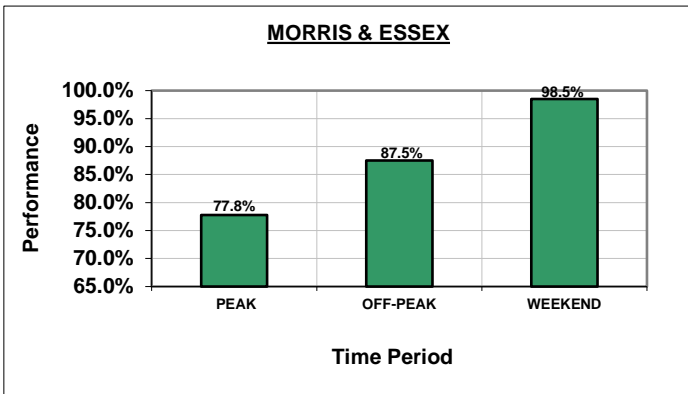
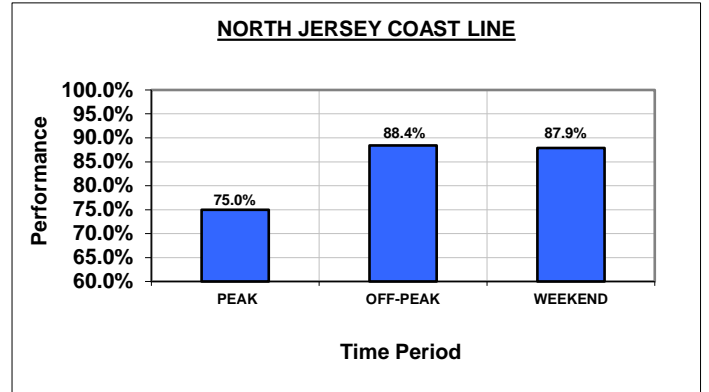
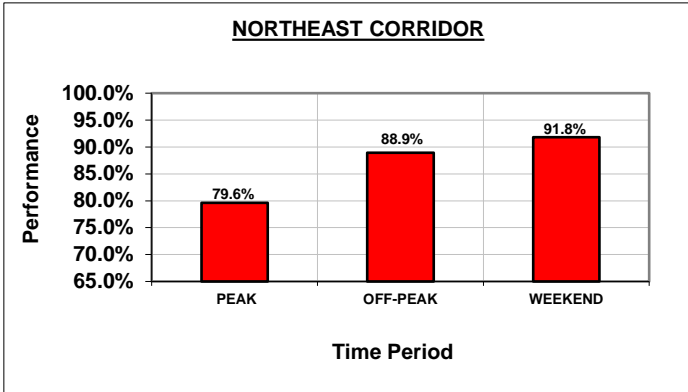
ON-TIME PERFORMANCE RAIL

SUMMARY BY TIME PERIOD September 2023

* NOTE: A train is reported late if it arrives at its final station stop more than 5:59 minutes later than the advertised schedule.



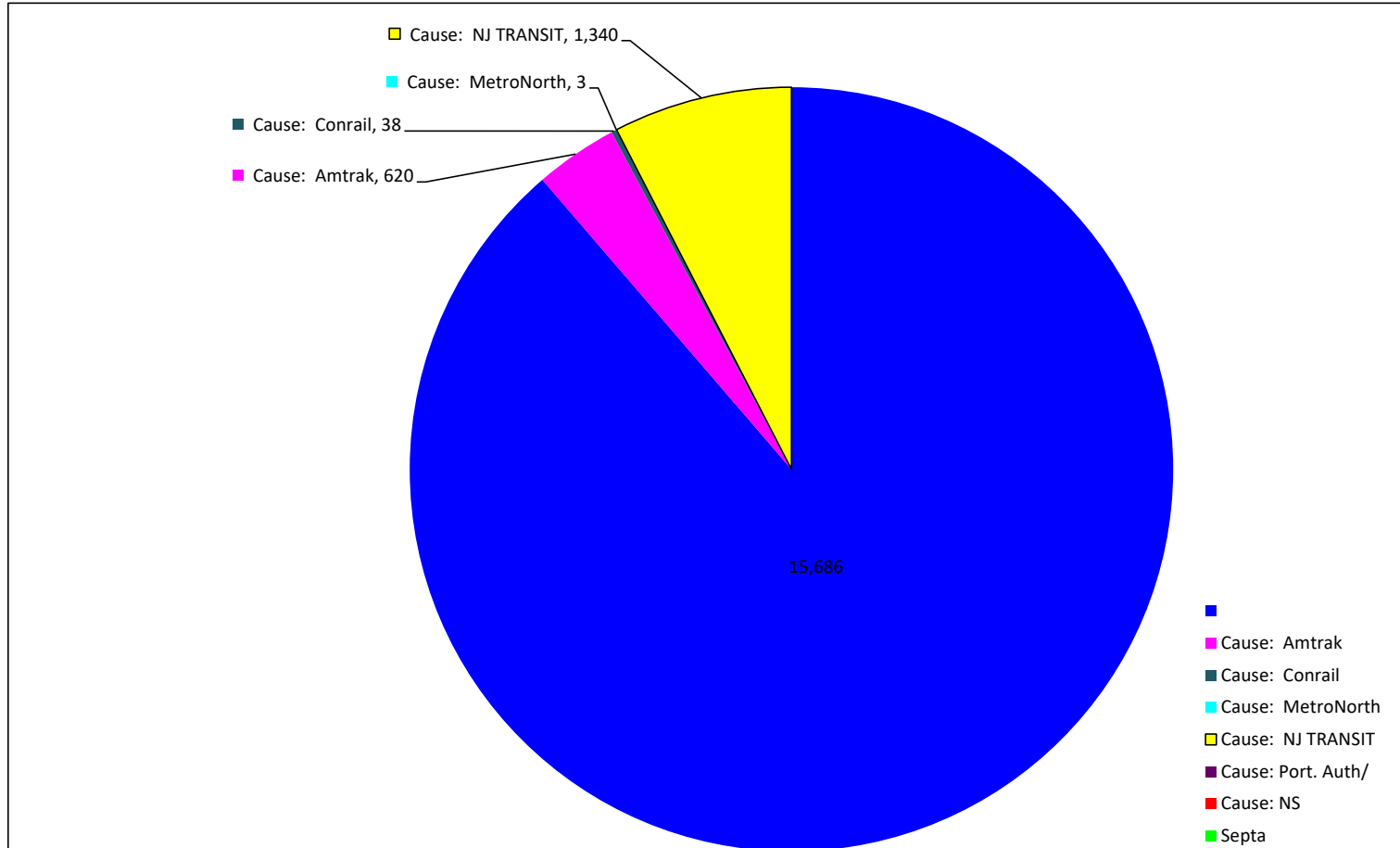
ON-TIME PERFORMANCE BY RAIL LINE & TIME PERIOD September 2023



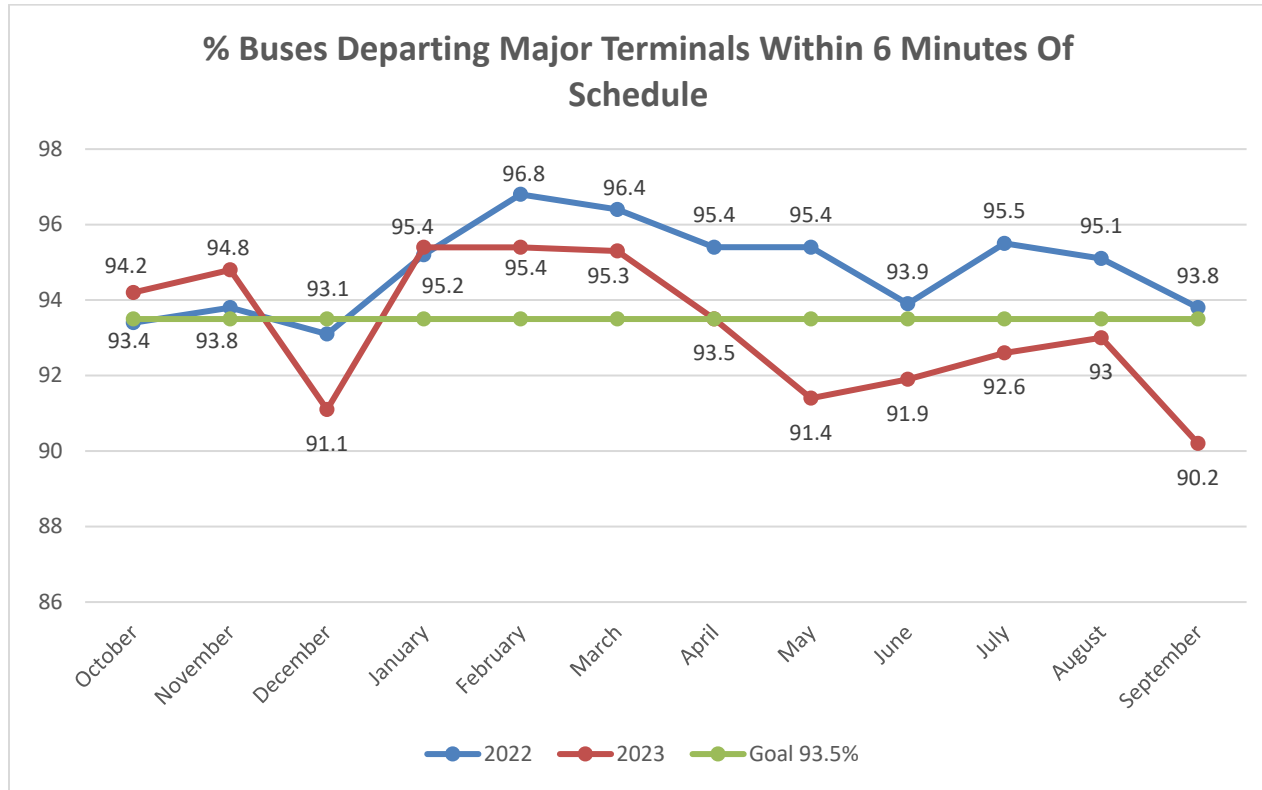
NJ TRANSIT Performance - September 2023

Late NJ TRANSIT Trains

		Cause: Amtrak	Cause: Conrail	Cause: MetroNorth	Cause: NJ TRANSIT	Cause: Port. Auth/	Cause: NS	Septa
# of Trains On Time	15,686	620	38	3	1,340			
# of Late Trains	2,001	3.51%	0.21%	0.02%	7.58%	0.00%	0.00%	0.00%
Total # of Trains	17,687							
Percentage On Time	88.7%							



NJ TRANSIT ON-TIME PERFORMANCE BUS Oct 2021 – Sept 2023



	<u>2022</u>	<u>2023</u>	<u>%Change</u>
Sept Comparison	93.8%	90.2%	-3.6%
12-Month Average Oct 2022 – Sept 2023	94.8%	93.2%	-1.6%

Analysis:

Bus On-Time Performance systemwide was 90.2% for the month of September 2023. Of the 45,338 monitored departures, 4,437 experienced delays.

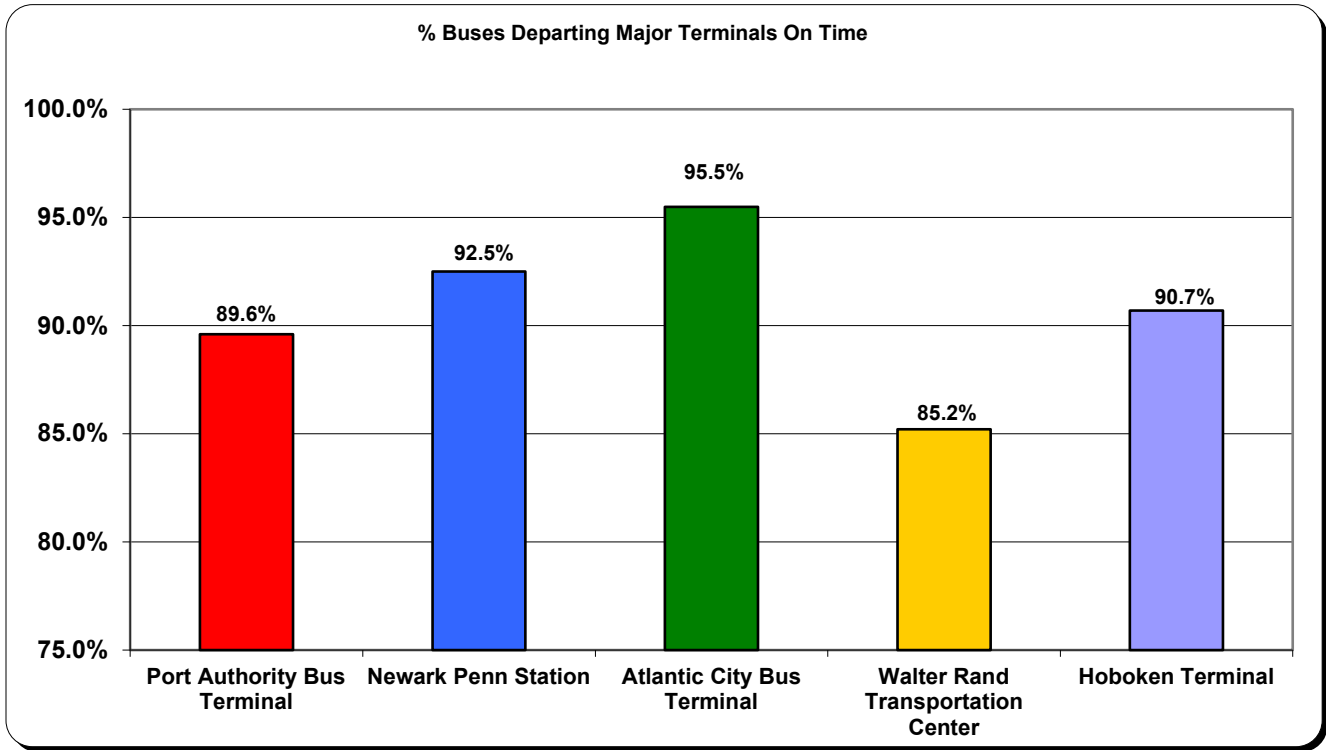
Key Causes included:

- At PABT, on the 1st, heavy traffic and disabled buses caused delays. On the 5th-8th disabled buses, heavy traffic and bad weather caused delays. On the 11th - 12th disabled vehicle in the tunnel and Rt. 495 caused delays. On the 19th, heavy traffic around the terminal caused delays. On the 22nd, heavy traffic with up to 45 minute delays. On the 25th – 29th, inclement weather, truck fire on Turnpike caused delays.
- At Newark Penn, on the 5th, mechanical issues, police activity, detours on local roads due to utility work and road construction, large town events caused delays. On the 8th, mechanical issues and road closures caused delays. On the 28th, detours due to road closures and mechanical issues contributed to delays.
- For various other locations, minor delays were caused due to weather, detours, traffic, and road construction on various days.

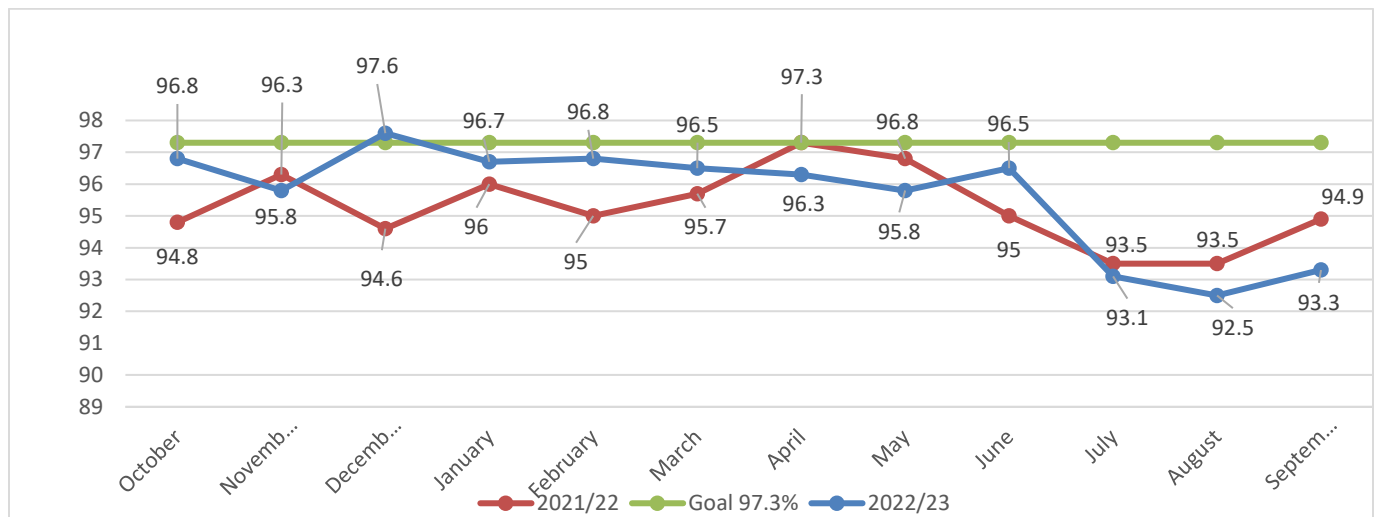
The 12-month average for Bus On-Time Performance was 93.2%.

ON-TIME PERFORMANCE BUS

SUMMARY BY TERMINAL



NJ TRANSIT ON-TIME PERFORMANCE LIGHT RAIL October 2021 – September 2023



	<u>2022</u>	<u>2023</u>	<u>%Change</u>
September Comparison	94.9%	93.3%	-1.6%

12-Month Average October 2022 – September 2023	95.5%	95.3%	-0.2%
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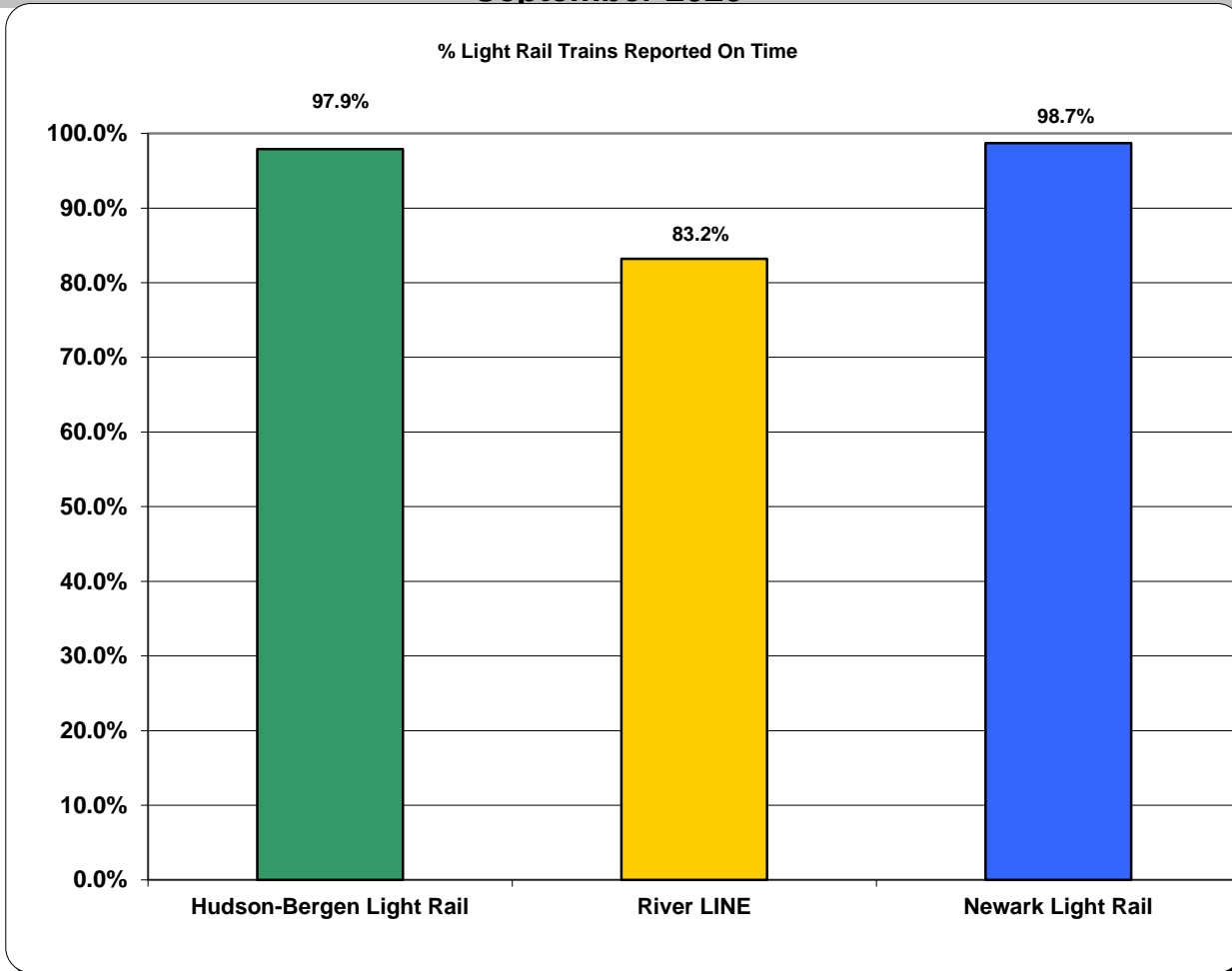
Analysis: Light Rail On-Time Performance system wide was 93.3% for the month of September. Of the 25,286 scheduled departures, 950 experienced delays.

Key Causes included:

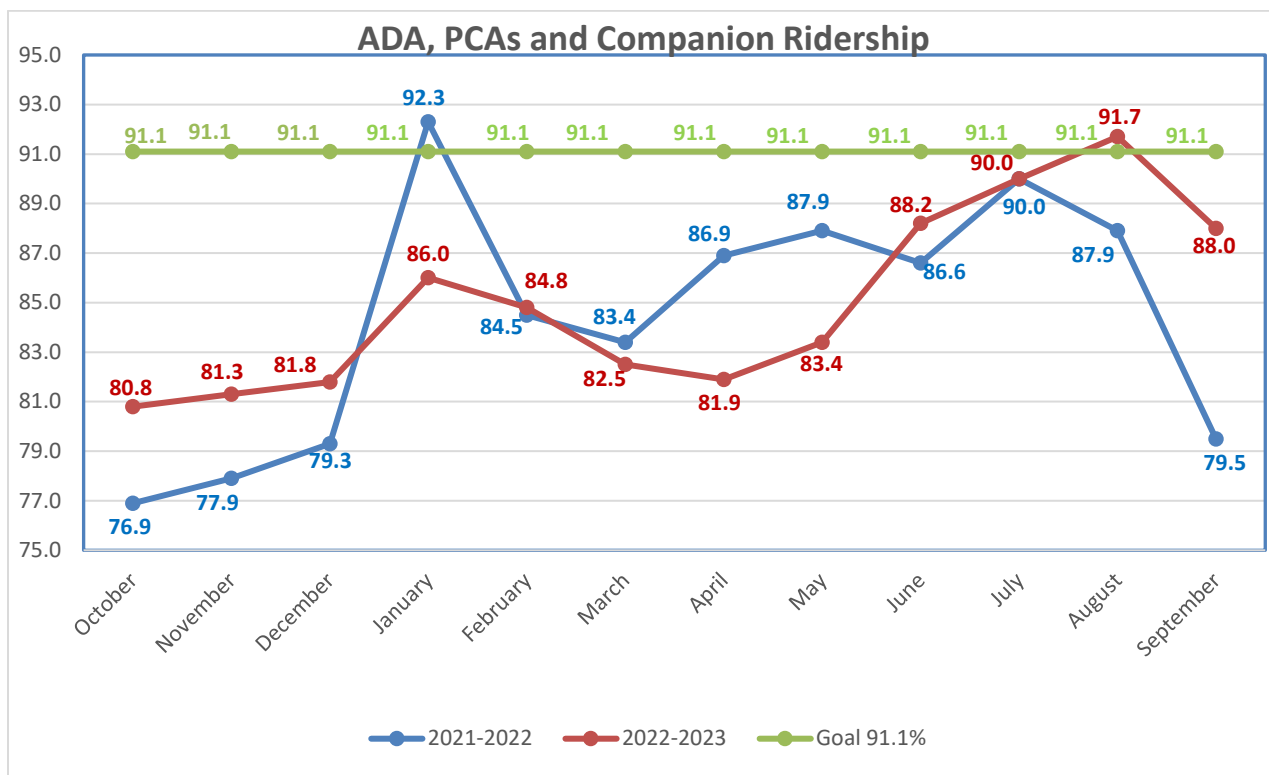
- **Newark Light Rail** – General maintenance for LRVs such as door, power, brake, and propulsion issues taking place throughout the month.
- **RiverLINE** – Incidents involving general maintenance of LRV/equipment taking place across multiple dates, including engine, door, signal, and brake issues. Increased engine and operator incidents resulted in increased delays/annulments. Police activity on 9/1, 9/13, 9/15, 9/23, 9/24, and 9/27 resulted in 7 delays. Motor vehicles on tracks on 9/3 and 9/12 impacted 4 trains. Motor vehicle incident with LRV on 9/26 impacted 5 trains.
- **HBLR** – Incidents involving general maintenance of LRV taking place across multiple dates, including door, power/propulsion issues, brakes, and other issues. Police activity throughout the month impacted in 98 trains (general police activity, security initiatives). Motor vehicle on tracks/ROW of street-running operations on 9/2, 9/14, and 9/24 affected 16 trains. External passenger incidents on 9/4, 9/7, 9/15, 9/18, 9/20, 9/22, 9/23, 9/29 impacted 63 trains. PSE&G utility interruption on 9/7 affected 41 trains.
- The 12-month Average for Light Rail On-Time Performance is 95.3%

ON-TIME PERFORMANCE LIGHT RAIL

SUMMARY BY LINE September 2023



NJ TRANSIT ON-TIME PERFORMANCE ACCESS LINK OCTOBER 2021–SEPTEMBER 2023



	<u>2022</u>	<u>2023</u>	<u>% Change</u>
September Comparison	79.5%	88.0%	8.5%
September Ridership	115,638	123,578	7,940
12-Month Average October 2022–September 2023	84.4%	85.0%	0.6%

Analysis:

Access Link On-Time Performance was 88.0% for September 2023. In serving 135,285 total customers, for 123,578 ADA customers trips, 14,790 or (12.0%) experienced delays.*

Key Causes included:

- Increased traffic congestion due to school openings
- Delays due to operator availability
- Customer cancellations and no-shows

The 12-month Average for Access Link On-Time Performance was 85.0%.

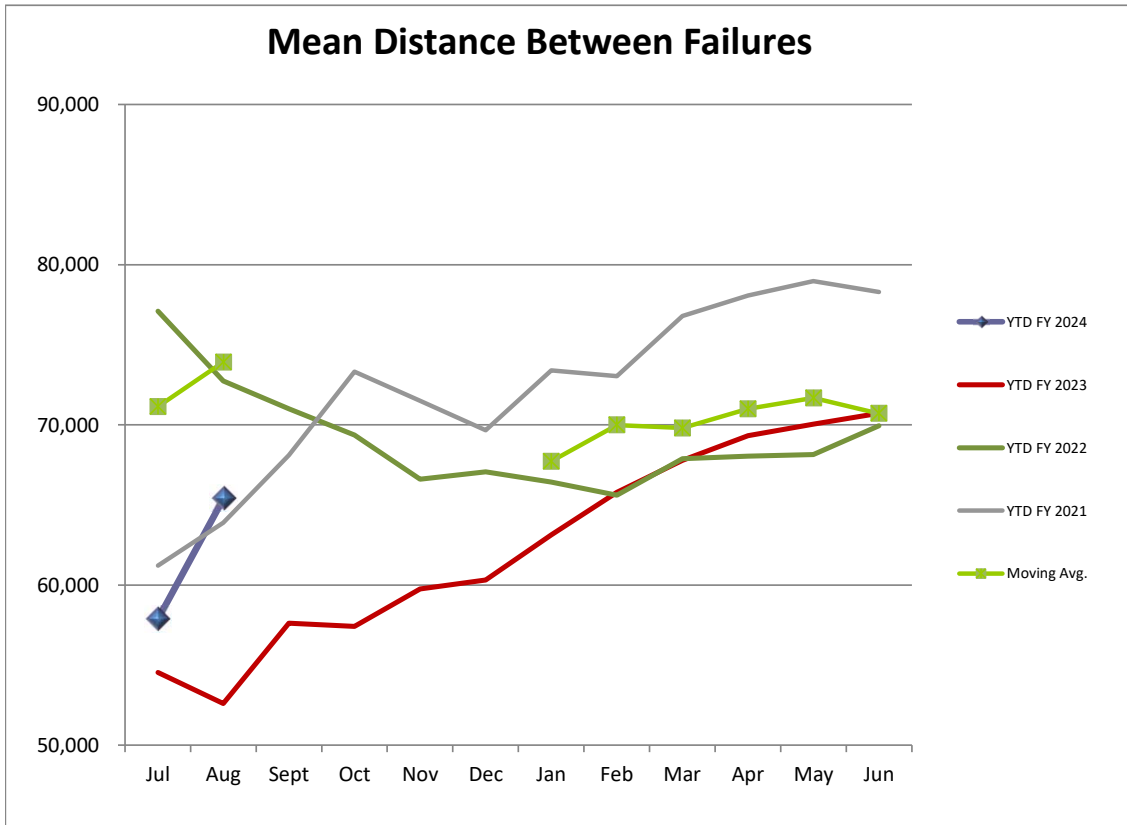
* Statistics comprise both dedicated and non-dedicated service.

MEAN DISTANCE BETWEEN FAILURES

August 2023

NJ TRANSIT Rail Operations
Mean Distance Between Failures

Month	YTD FY 2024	YTD FY 2023	YTD FY 2022	YTD FY 2021	12 Month Moving Avg.
Jul	57,875	54,531	77,087	61,198	71,148
Aug	65,403	52,602	72,743	63,891	73,920
Sept	-	57,623	71,005	68,109	-
Oct	-	57,410	69,368	73,320	-
Nov	-	59,761	66,597	71,498	-
Dec	-	60,315	67,060	69,664	-
Jan	-	63,121	66,433	73,392	67,726
Feb	-	65,780	65,594	73,030	69,991
Mar	-	67,778	67,894	76,790	69,800
Apr	-	69,327	68,050	78,072	70,994
May	-	70,045	68,153	78,962	71,685
Jun	-	70,712	69,949	78,300	70,712

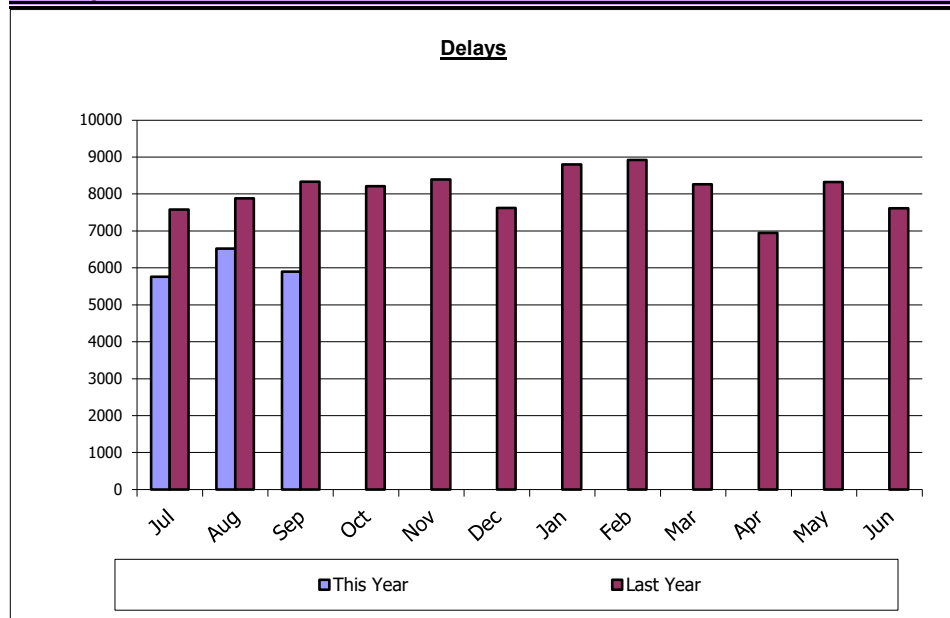


*FY2024 Numbers reflect start of FY2024

Garage Performance Parameters

September 2023

Location	Miles Between In-Service Delays			
	FY2024 Goal	This Month	FY2024 YTD	FY2023 YTD
Fairview	6,500	4,493	5,289	8,368
Market Street	6,500	5,142	3,739	3,680
Meadowlands	8,500	3,307	3,518	4,601
Oradell	16,000	18,702	13,180	11,047
Wayne	12,000	6,611	6,125	10,891
WestWood	20,000	13,620	19,155	16,121
Northern Division	-	5,533	5,440	6,759
Big Tree	7,500	3,320	4,122	5,465
Greenville	6,000	3,951	5,294	6,221
Hilton	8,500	4,650	5,294	6,295
Howell	17,500	18,512	18,781	21,996
Ironbound	8,000	5,171	5,242	7,835
Orange	7,800	2,209	2,219	3,230
Morris	10,500	49,722	16,821	50,661
Central Division	-	4,857	5,177	7,254
Egg Harbor	12,000	11,650	10,115	10,685
Hamilton	9,000	7,623	7,600	9,541
Newton Avenue	1,100	6,519	7,851	11,623
Washington Twp.	16,000	12,014	11,629	13,933
Southern Division	-	9,662	9,614	11,885
Bus Operations	-	5,895	6,049	7,915

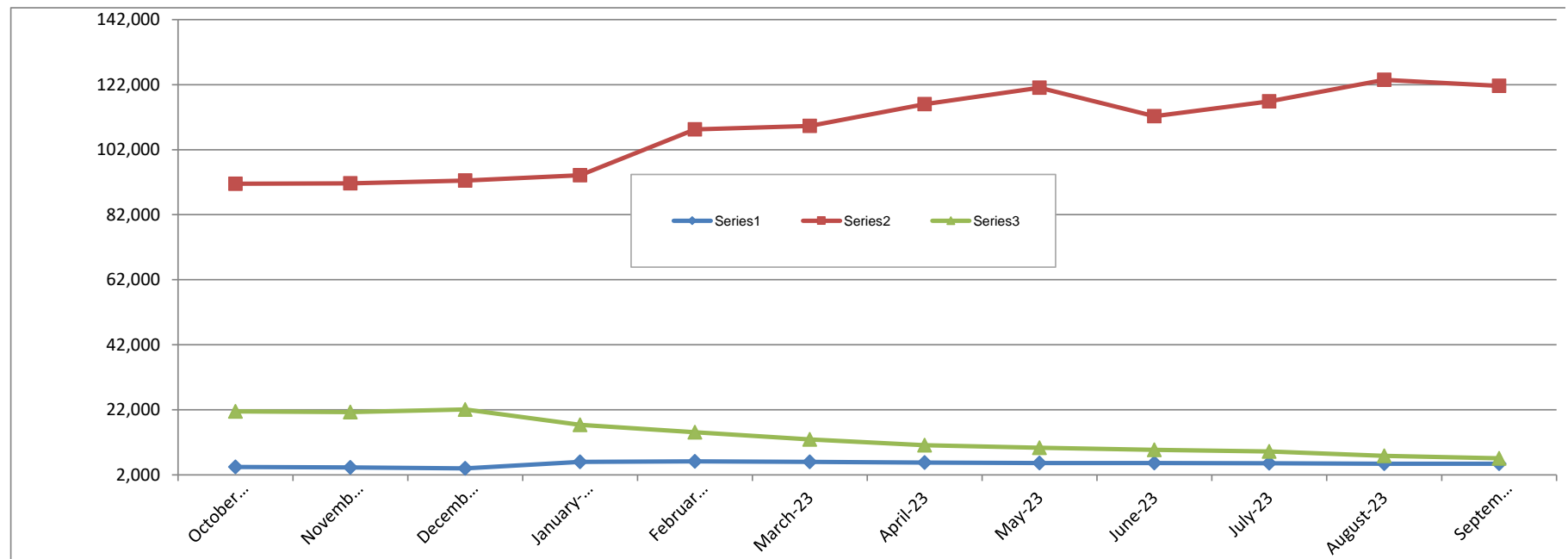


NJ TRANSIT - LIGHT RAIL, September 2023

Average Miles Between In Service Failures

NJT LIGHT RAIL	MDBSF * September 2023	MDBSF * August 2023
Newark Light Rail	5,441	5,428
Hudson Bergen	121,635	123,473
River LINE	7,101	7,856

AVERAGE MILES BETWEEN IN-SERVICE MECHANICAL FAILURES



DBE/SBE PROGRAM

NJ TRANSIT - DBE/SBE Participation for September 2023

State Funded Contracts

State Fiscal Year 2023 - July 1, 2023, through June 30, 2024

During the month of **September 2023**, NJ TRANSIT awarded **\$2,063,776.79** in state-funded contracts; of that total, Small Business Enterprises (SBEs) received **\$0.00** or **0%**.

State Fiscal Year 2024 YTD (July 1, 2023, through June 30, 2024) NJ TRANSIT awarded **\$10,559,053.04** in state-funded contracts. Of that total, SBEs received **\$0.00, or 0%**.

Note: The above reflects the Procurement Report of Awards received on October 4, 2023.

SBE Goal Attainment from July 1, 2023, through June 30, 2024 (SFY 2024)

Category 1 SBEs	\$0.00	0.00%
Category 2 SBEs	\$0.00	0.00%
Category 3 SBEs	\$0.00	0.00%
Category 4 SBEs	\$0.00	0.00%
Category 5 SBEs	\$0.00	0.00%
Category 6 SBEs	\$0.00	0.00%

FTA Funded Contracts (Updated on a quarterly basis– next update will occur January 2024)

Federal Fiscal Year (FFY) 2023 - October 1, 2022, through September 30, 2023

During the 4th Quarter (July 1, 2023 – September 30, 2023), the FTA-funded share of NJ TRANSIT’s federal contracts awarded was **\$4,049,000.00**. Of that total, Disadvantaged Business Enterprises (DBEs) received **\$0.00** or **0.00%**

FFY 2023 through FFY 2025 Q4 (October 1, 2023 – September 30, 2025) NJ TRANSIT awarded **\$29,423,773.43**** in federally funded contracts. Of that total, DBEs received **\$8,642,888.06**, or **29.37%**.

**Numbers reflect federal share*

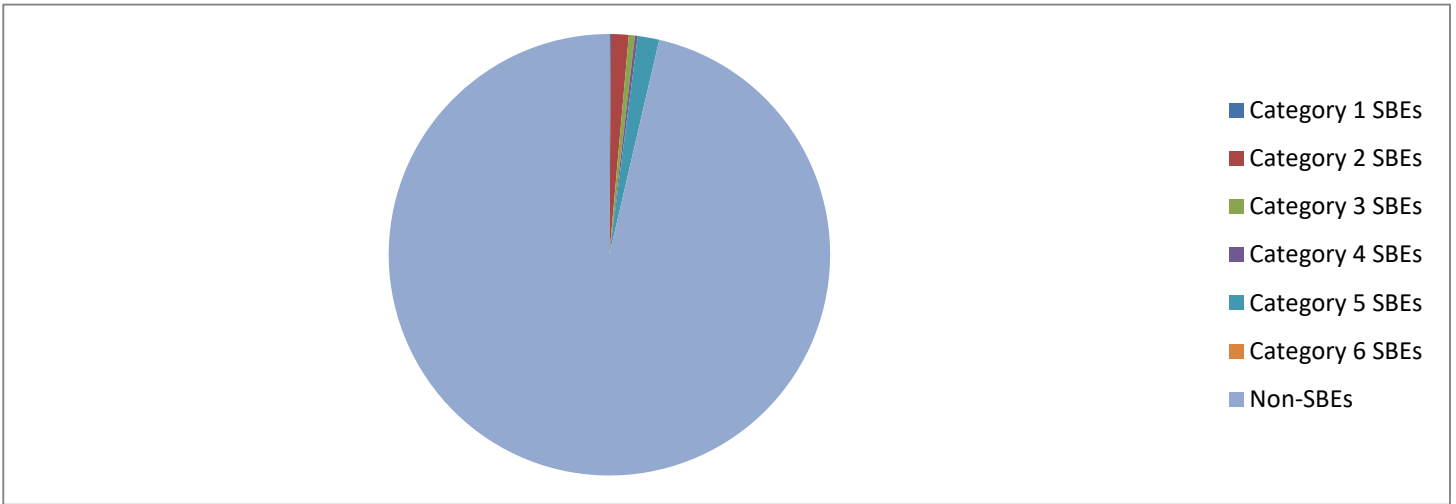
*** Number includes subrecipient awards*

Transit Vehicle Manufacturer (TVM)¹ Awards

¹ Transit Vehicle Manufacturers (TVMs) will be reported to the President and CEO on a quarterly basis in the same manner that FTA-funded contracts are currently reported. TVMs are manufacturers whose primary business purpose is to build vehicles specifically for public mass transportation. The “TVM” designation indicates that the intended contract recipient/awardee has submitted to the Federal Transit Administration a plan to utilize Disadvantaged Business Enterprises on their contracts. NJ TRANSIT does not place a separate goal on Transit Vehicle Manufacturers.

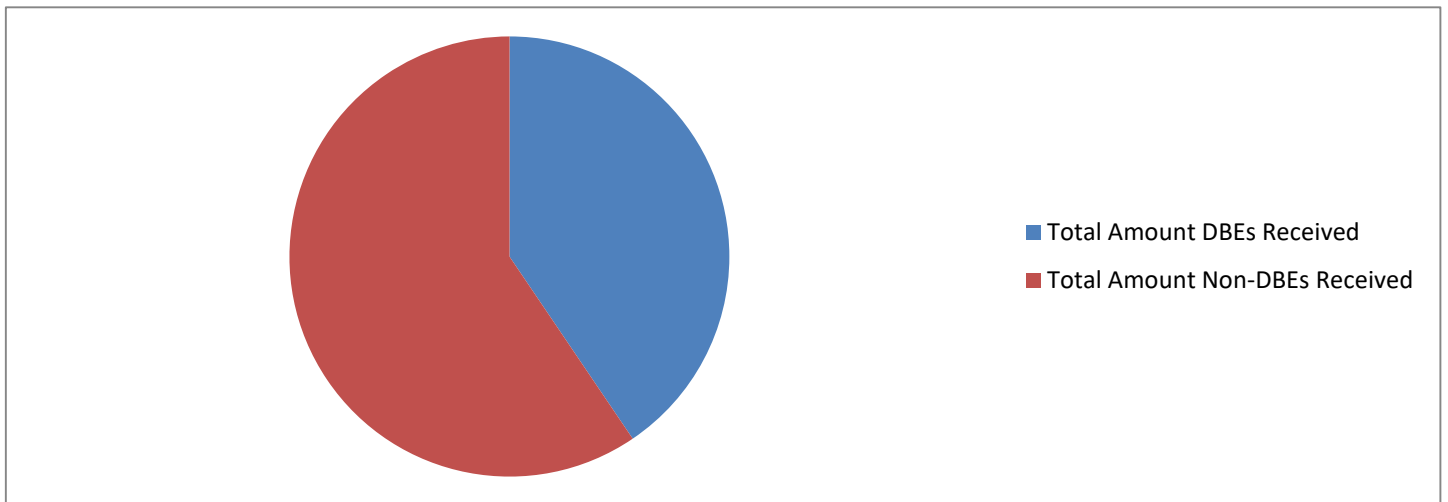
STATE CONTRACTS
STATE FYTD 2024

<i>Category 1 SBEs</i>	\$0.00	0.00%
<i>Category 2 SBEs</i>	\$0.00	0.00%
<i>Category 3 SBEs</i>	\$0.00	0.00%
<i>Category 4 SBEs</i>	\$0.00	0.00%
<i>Category 5 SBEs</i>	\$0.00	0.00%
<i>Category 6 SBEs</i>	\$0.00	0.00%
<i>Non-SBEs</i>	\$10,559,053.04	100.00%



DBE PARTICIPATION
FEDERAL CONTRACTS
CUMULATIVE FEDERAL FY 2023-2025

Total Amount DBEs Received	\$8,642,888.06	29.37%
Total Amount Non-DBEs Received	\$20,780,885.37	70.63%



EMPLOYEE RECOGNITION

NJ TRANSIT employees bid farewell after outstanding careers

18 NJ TRANSIT employees retired recently:

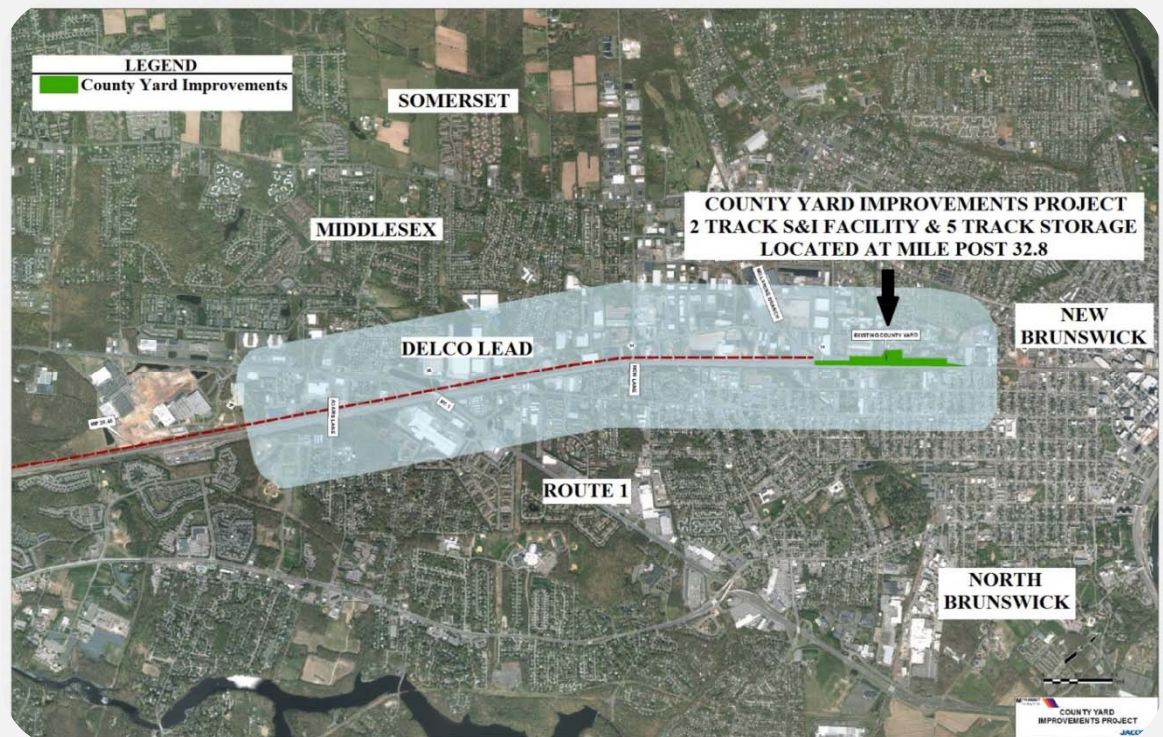
1. Michael Haley, Tech -- Morrisville -- 36 years
2. Thomas Lees, Trackman -- Wood-Ridge -- 30 years
3. Thomas Markert, Locomotive Engineer -- Various -- 36 years
4. Kirit Patel, Tech -- MMC -- 15 years
5. Kevin Riley, Foreman -- Red Bank -- 37 years
6. Sulemana Fuseini, Operator -- Washington Township -- 27 years
7. Pierre Conserve, Operator -- Ironbound -- 24 years
8. Alberto Fernandez, Operator -- Meadowlands -- 22 years
9. Scott Hopkins, Mechanic -- Newark -- 19 years
10. Harold Papillon, Operator -- Wayne -- 17 years
11. Anthony Senteneri III, Mechanic -- Washington Township -- 32 years
12. Lizzette Pastoriza, Operator -- Newton Ave. -- 21 years
13. Lethia Wallace-Grant, Operator -- Washington Township -- 19 years
14. Douglas Alfaro, Chief Instructor -- Ferry St. -- 24 years
15. Joseph Butterfield, Garage Manager -- Newton Ave. -- 34 years
16. David Forbes, Foreman -- Howell -- 28 years
17. Daniel O'Gorman, Sr. Field Rep -- HQ -- 39 years
18. Eric Parson, Engineer -- HQ -- 30 years

ACTION ITEMS

ITEM 2310-70: NJ TRANSIT RESILIENCE PROGRAM: DELCO LEAD STORAGE AND INSPECTION FACILITY AND COUNTY YARD IMPROVEMENTS PROJECT – GC.02 CM AND CA CONTRACTS

Construction Phase GC.02, is for full construction of the Service and Inspection Facility, Delco Lead, and remaining County Yard Improvements Project elements following the GC.01 preparation work.

- Seeking authorization to amend:
 - NJT Contract No. 15-049 with joint venture team of **Urban/AECOM** to provide Construction Management Services in an amount not to exceed \$33,000,000.00, plus five percent for contingencies, subject to the availability of funds.
 - NJT Contract No. 13-041 with **Jacobs Engineering** to provide Construction Assistance Services in an amount not to exceed \$11,000,000.00, plus five percent for contingencies, subject to the availability of funds.



ITEM 2310-70: NJ TRANSIT RESILIENCE PROGRAM: DELCO LEAD STORAGE AND INSPECTION FACILITY AND COUNTY YARD IMPROVEMENTS PROJECT – GC.02 CM AND CA CONTRACTS

- Strategically located along the Northeast Corridor (NEC), the Delco Lead Project will provide resilient storage for NJ TRANSIT's rail cars.
- The Service and Inspection Facility (S&I), which is included as part of the Delco Lead Project, will allow the rapid inspection of rail equipment and its return to revenue service following an extreme weather event.
- NJ TRANSIT also is expanding County Yard, which is adjacent to the Delco Lead, to provide additional resilient storage for rail cars.
- Together, these project elements will allow safe-haven storage of rail cars and locomotives, permitting the evacuation of rolling stock from both the Meadows Maintenance Complex and Morrisville Yard when extreme weather threatens service.

ITEM 2310-70: NJ TRANSIT RESILIENCE PROGRAM – DELCO LEAD STORAGE AND INSPECTION FACILITY AND COUNTY YARD IMPROVEMENTS PROJECT: CONTRACT AMENDMENTS – CONSTRUCTION MANAGEMENT AND CONSTRUCTION ASSISTANCE SERVICES TO SUPPORT GC2 PROJECT

WHEREAS, in the aftermath of Superstorm Sandy, the County Yard and associated four-miles long Delco Lead along the Northeast Corridor were identified as safe-haven storage locations for commuter rail coaches and locomotives; and

WHEREAS, once constructed, the Delco Lead Project will reduce the risk of damage to rail equipment resulting from extreme weather events, and facilitate the rapid resumption of service after storms have passed; and

WHEREAS, the Federal Transit Administration selected the Delco Lead Storage and Inspection Facility Project to receive Disaster Relief Appropriations Act of 2013 funding through a competitive grant process; and

WHEREAS, the Service and Inspection Facility, which is included as part of the Delco Lead Project, will allow the rapid inspection of rail equipment and its return to revenue service; and

WHEREAS, through a separate project (County Yard Improvement Project), NJ TRANSIT also is expanding County Yard, which is adjacent to the Delco Lead, to provide additional resilient storage for rail cars; and

WHEREAS, together, these project elements will allow safe-haven storage rail cars and locomotives, permitting the evacuation of rolling stock from both the Meadows Maintenance Complex and Morrisville Yard when extreme weather threatens service; and

WHEREAS, a joint venture team of Urban/Tishman of Cherry Hill, New Jersey, is under contract with NJ TRANSIT following the completion of a competitive procurement process for the Delco Lead and County Yard Improvement Project to provide Construction Management Services for GC2 construction; and

WHEREAS, Jacobs Engineering, Inc., of Morristown, New Jersey, is under contract with NJ TRANSIT following the completion of a competitive procurement process for the Delco Lead and County Yard Improvement projects, to provide Construction Assistance Services for GC2 construction;

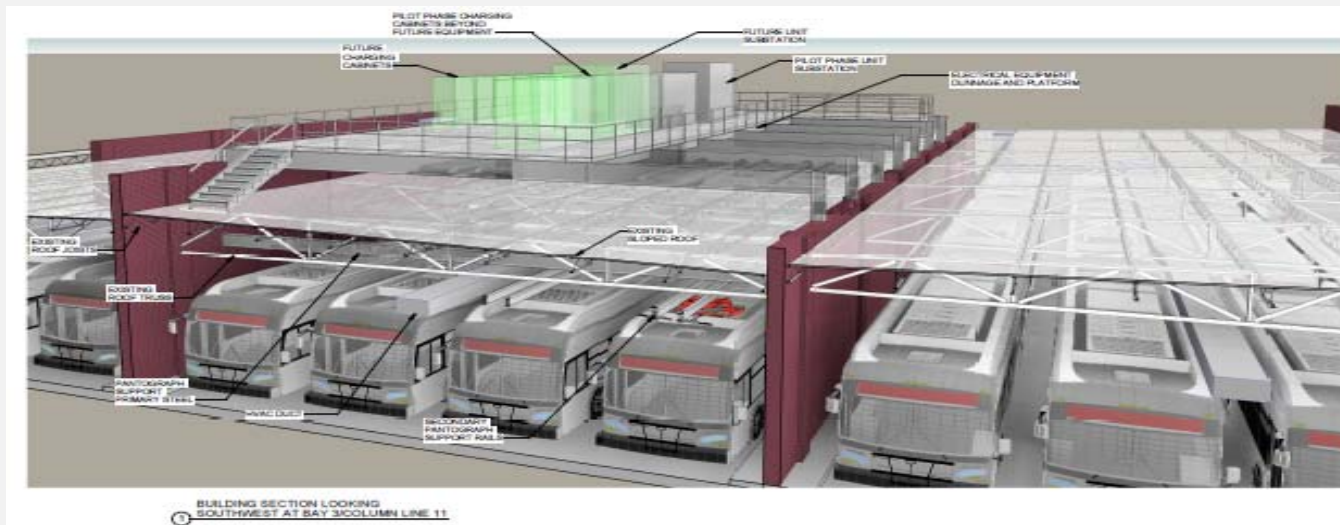
NOW, THEREFORE, BE IT RESOLVED, that the Chair or President & CEO is authorized to amend NJ TRANSIT Contract No. 15-049 with joint venture team of Urban/Tishman of Cherry Hill, New Jersey, in the amount of \$33,000,000, plus five percent for contingencies, to provide Construction Management Services to support GC2 Delco Lead/County Yard project, subject to the availability of funds. This authorization will bring total Construction Management Contract authorization to \$35,108,080; and

BE IT FURTHER RESOLVED that the Chair or President & CEO is authorized to amend NJ TRANSIT Contract No.13-041 with Jacobs Engineering, Inc., of Morristown, New Jersey, in the amount of \$11,000,000, plus five percent for contingencies, to provide Construction Assistance Services to support GC2 Delco Lead/County Yard project, subject to the availability of funds. This authorization will bring total Design Contract authorization to \$44,783,933.18.

ITEM 2310-71: ADDITIONAL PRELIMINARY AND FINAL ENGINEERING SERVICES FOR THE BUS GARAGE MODERNIZATION PROGRAM

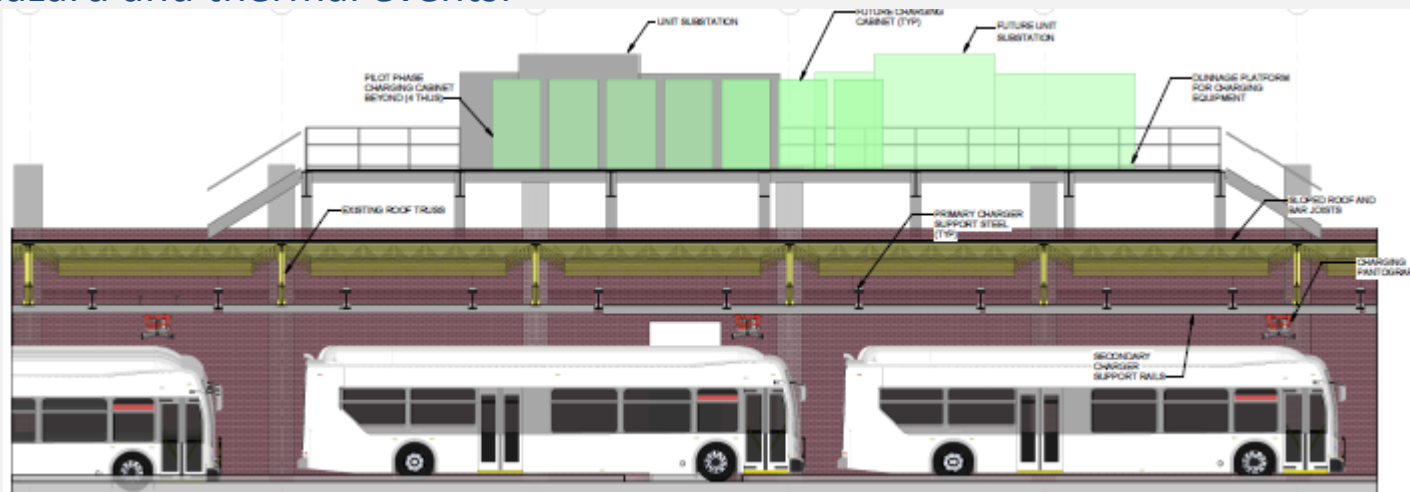
NJ TRANSIT is embarking on an ambitious garage modernization program to provide a modern and state-of-the-art bus garage infrastructure to support and ensure a smooth transition to a fully zero-emission fleet.

- Seeking additional authorization to enter into:
 - NJ TRANSIT Contract No. 21-016 with AECOM of Piscataway, New Jersey, for Additional Preliminary and Final Engineering Services for the Bus Garage Modernization Program in the amount not to exceed \$2,726,242.04, plus five percent for contingencies, subject to the availability of funds.

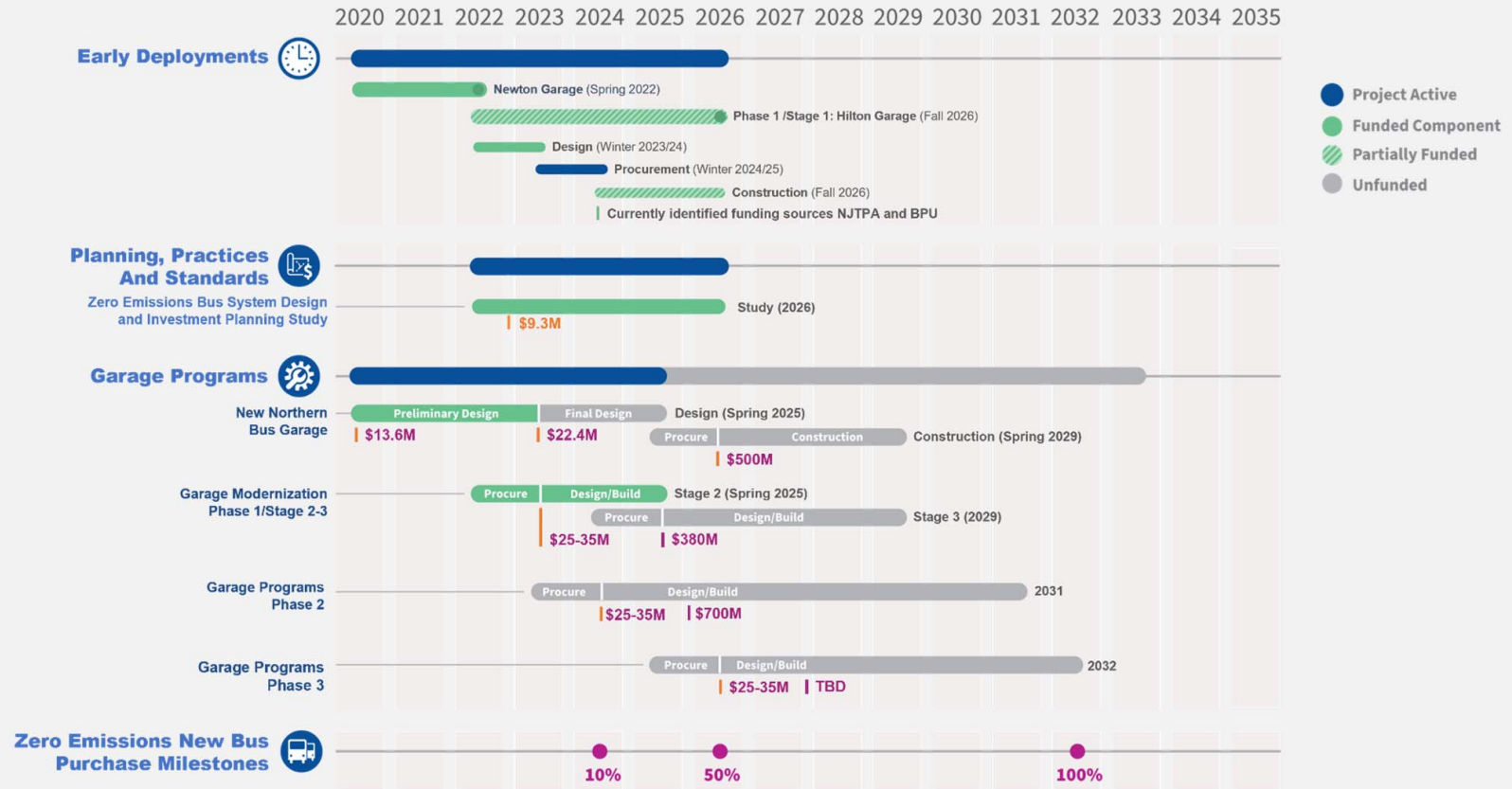


ITEM 2310-71: ADDITIONAL PRELIMINARY AND FINAL ENGINEERING SERVICES FOR THE BUS GARAGE MODERNIZATION PROGRAM

- Authorization of this Additional Preliminary and Final Engineering Services contract will provide:
- The design for the reconstruction of Bay #3 to achieve the modern and state-of-the-art infrastructure and electrification design to support an electric bus fleet.
- This contract will award Phase 1A, which includes the additional design effort required to deliver the 100 percent design of the limited deployment at the Hilton Garage and perform condition assessment, physical survey and As-Built Drawings at Westwood and Ironbound II Garages.
- Perform a Fire Life Safety Hazard Analysis to determine correct safety design to prevent fire hazard and thermal events.



ITEM 2310-71: ADDITIONAL PRELIMINARY AND FINAL ENGINEERING SERVICES FOR THE BUS GARAGE MODERNIZATION PROGRAM



ITEM 2310-71: ADDITIONAL PRELIMINARY AND FINAL ENGINEERING SERVICES FOR THE BUS GARAGE MODERNIZATION PROGRAM

WHEREAS, on January 17, 2020, Governor Murphy signed S2252/A4819 that established requirements for NJ TRANSIT to move toward zero-emission bus purchases by 2032; and

WHEREAS, NJ TRANSIT operates 16 bus garages throughout the state, with a fleet of over 2,200 buses across the New Jersey public transit system; and

WHEREAS, these garages were built decades ago with diesel buses in mind, and face the challenges of significant structural, information technology, power and utility upgrades, spatial constraints, equipment needs, and the state of good repair; and

WHEREAS, the Bus Garage Modernization Project will involve the upgrades/transformation to existing garage facilities to ensure they are capable of accommodating zero-emission buses, and addressing existing operational and facility constraints, and state-of-good-repair concerns; and

WHEREAS, NJ TRANSIT executed a contract with AECOM on May 5, 2022 to complete Phase I - Stage I, which include the Final Design and Construction Assistance for Hilton Garage Early Construction and System-Wide Garage Survey and Existing Conditions Report with As-Built Drawings; and

WHEREAS, a Request for Cost Proposal for Phase 1A services to provide additional design services to Hilton Garage Early Construction Preliminary and Final Design and additional survey/As-Built Drawings for Westwood and Ironbound II Garages was issued to AECOM on May 3, 2023; and

WHEREAS, Cost Proposal was received from AECOM on May 19, 2023 and NJ TRANSIT negotiated a cost of \$2,726,242.04 for the Phase 1A services, which is reflected in the final proposal submitted by AECOM dated August 16, 2023; and

WHEREAS, the NJ TRANSIT Office of Business Development (OBD) established a 25 percent Race Conscious Disadvantage Business Enterprise (DBE) goal for NJ TRANSIT Contract No. 21-016 with AECOM; and

WHEREAS, the Federal Transit Administration, the Transportation Trust Fund, and the New Jersey Board of Public Utilities are the anticipated source of funding for this project;

NOW, THEREFORE, BE IT RESOLVED that the Chair or President & CEO is authorized to enter into NJ TRANSIT Contract No. 21-016 with AECOM of Piscataway, New Jersey, for the Additional Preliminary and Final Engineering Services for the Bus Garage Modernization Program project; and

BE IT FURTHER RESOLVED that the Chair or President & CEO is authorized to engage AECOM under NJ TRANSIT Contract No. 21-016 for Phase 1A services to provide additional design services to Hilton Garage Early Construction Preliminary and Final Design and additional survey/As-Built Drawings for Westwood and Ironbound II Garages in the amount not to exceed \$2,726,242.04, plus five percent for contingencies, subject to the availability of funds.

ITEM 2310-72: NJ TRANSIT – RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT FOR THE CONSTRUCTION OF THE HUDSON TUNNEL PROJECT PACKAGE 3 SURFACE ALIGNMENT BETWEEN NJ TRANSIT AND THE GATEWAY DEVELOPMENT COMMISSION

WHEREAS, the North River Tunnel, due to its age, design, and current condition, represents a point of failure on the Northeast Corridor (“NEC”), which is particularly critical to commuter rail service between New Jersey and New York City for which the New Jersey Transit Corporation (“NJ TRANSIT”) is responsible; and

WHEREAS, the Hudson Tunnel Project (“HTP”), which includes the construction of a new two-track Hudson River Tunnel, construction of the Hudson Yards concrete casing, and rehabilitation of the existing North River Tunnel, will preserve the functionality of the NEC and NJ TRANSIT’s commuter rail service between Newark, New Jersey, and Penn Station New York in New York City; and

WHEREAS, the HTP, when constructed and operational, will strengthen the resiliency of NJ TRANSIT’s commuter rail operations and allow for increased Trans-Hudson Capacity; and

WHEREAS, the State of New Jersey is a party to the Project Development Agreement (“PDA”) that outlines the roles and responsibilities with respect to the funding, financing, right-of-way acquisition, procurement, delivery, operation, and maintenance of the HTP; and

WHEREAS, pursuant to the PDA, the State of New Jersey has elected to designate NJ TRANSIT to perform certain of its obligations under the HTP; and

WHEREAS, the PDA allows the Gateway Development Commission (“GDC”) to enter into third party agreements with respect to delivery of the HTP as GDC determines appropriate; and

WHEREAS, the HTP is to be constructed pursuant to a plan that calls for breaking the HTP into several discrete packages; and

WHEREAS, Package 3 calls for the construction of the surface alignment infrastructure from County Road in Secaucus, New Jersey, to the new tunnel portal just east of Tonnelle Avenue in North Bergen Township, New Jersey; and

WHEREAS, NJ TRANSIT has been designated by the State of New Jersey and GDC to manage the construction of Package 3; and

WHEREAS, pursuant to such designation and pursuant to the PDA, NJ TRANSIT is required to enter into an agreement with the GDC defining the roles and responsibilities for the delivery of Package 3;

NOW, THEREFORE, BE IT RESOLVED, that the Chair or President & CEO or their designee is hereby authorized to enter into an agreement for the delivery of the Hudson Tunnel Project Package 3 Surface Alignment Project between NJ TRANSIT and the Gateway Development Commission.

ITEM 2310-73: INFORMATION TECHNOLOGY: ZERO DOLLAR CHANGE ORDER TO CONDUENT CONTRACT 18-013 FOR EXTENSION OF TIME FOR COMPLETION OF FARE MODERNIZATION IMPROVEMENTS

WHEREAS, NJ TRANSIT utilizes Conduent Transport Solutions, Inc. (Conduent) of Somerset, New Jersey, to operate, maintain, and provide technical services to support Ticket Vending Machines (TVMs), Ticket Office Machines (TOMs), On-Board Bus Validators (OBVs), Mobile Ticketing App, Web Ticketing, Faregates, Light Rail Platform Validators, the Mobile Validation App, the Back Office System (BOS), Mobile/Validation Application Services, Cloud Services, Call Center, and Retail Sales Network; and

WHEREAS, this fare collection system consists of hardware and software systems that are responsible for processing customer payments, issuing fare media, and for the financial reconciliation of all passenger revenue for NJ TRANSIT Rail, Bus, Light Rail Operations, and for several regional transit agency joint ticketing programs; and

WHEREAS, the vendor is in the process of implementing several key system modernization upgrades, including advancements in payment technology, employing the benefits of account-based concepts, creating a more secure fare payment environment, and providing customers with an improved contactless fare payment experience that are leveraging capital investments previously made to the fare collection and payment system; and

WHEREAS, the existing NJ TRANSIT Contract No. 18-013 with Conduent expires on December 31, 2023; and

WHEREAS, the extension of time to the contract will provide NJ TRANSIT continued support, and technical services for the fare collection system as well as improvements that support advancements made at NJ TRANSIT;

NOW, THEREFORE, BE IT RESOLVED that the Chair or President & CEO is authorized to amend NJ TRANSIT Contract No. 18-013 with Conduent Transport Solutions, Inc. at a cost of zero dollars to allow Conduent to complete the Fare Modernization Improvements by December 31, 2025.

ITEM 2310-74: INFORMATION TECHNOLOGY: AWARD OF FIVE-YEAR CONTRACT FOR THE IMPROVEMENT, MAINTENANCE, AND SUPPORT OF CUSTOMER TICKETING, FARE PAYMENT AND COLLECTION SYSTEMS, AND NETWORKS TO CONDUENT TRANSPORT SOLUTIONS, INC.

WHEREAS, NJ TRANSIT utilizes Conduent Transport Solutions, Inc. of Somerset, New Jersey, to operate, maintain, and provide technical services to support Ticket Vending Machines (TVMs), Ticket Office Machines (TOMs), On-Board Bus Validators (OBVs), Mobile Ticketing App, Web Ticketing, Faregates, Light Rail Platform Validators, the Mobile Validation App, the Back Office System (BOS), Mobile/Validation Application Services, Cloud Services, Call Center, and Retail Sales Network; and

WHEREAS, this fare collection system consists of hardware and software systems that are responsible for processing customer payments, issuing fare media, and for the financial reconciliation of all passenger revenue for NJ TRANSIT Rail, Bus, Light Rail Operations, and for several regional transit agency joint ticketing programs; and

WHEREAS, the vendor will be implementing several key system upgrades to ensure Payment Card Industry (PCI) compliance for TVMs and TOMs, a new monitoring application, 250 on-board bus validators (OBVs), and a new enhanced revenue system modernization; and

WHEREAS, the existing NJ TRANSIT Contract No. 18-013 with Conduent expires on December 31, 2023; and

WHEREAS, Conduent is the primary provider of NJ TRANSIT's fare collection systems, which are exempt standard competitive procurements as set forth in N.J.S.A. 27:25-11g(3)(e). NJ TRANSIT may award a contract "without advertising" when acquiring or overhauling "fare collection systems, or other major equipment used to provide public transportation or transit operations";

NOW, THEREFORE, BE IT RESOLVED that the Chair or President & CEO is authorized to award NJ TRANSIT Contract No. 24-007 for the period of January 1, 2024 through December 31, 2028, to Conduent Transport Solutions, Inc. of Somerset, New Jersey, at a cost not to exceed \$115,765,707.00, plus five percent for contingencies, subject to the availability of funds.

ITEM 2310-75: PERSONAL INJURY CLAIM OF THE ESTATE OF RAFFAELE CARFI

WHEREAS, Article VI, Section II of the By-Laws requires Board Authorization for settlement of claims in excess of \$500,000; and

WHEREAS, Raffaele Carfi has presented a claim with a probable settlement cost greater than \$500,000; and

WHEREAS, staff has reviewed the claim and recommends settling this case out of court;

NOW, THEREFORE, BE IT RESOLVED that the Chair or President & CEO is authorized to settle the claim of the Estate of Raffaele Carfi through the estate's attorney, at an amount discussed in Executive Session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

**ITEM 2310-76: PROPOSED LABOR AGREEMENT: COMMUNICATION
WORKERS OF AMERICA LOCAL #1032**

WHEREAS, NJ TRANSIT and special counsel, in recognition of collective bargaining negotiations, recommends approval to enter into agreement for a term of July 1, 2023 through June 30, 2027; and

WHEREAS, the Communication Workers of America Local #1032 ratified the economic terms and other proposed conditions contained in the collective bargaining agreement; and

WHEREAS, the collective bargaining agreement with NJ TRANSIT's Communication Workers of America Local #1032 covers Police Dispatchers and Fare Enforcement Officers;

NOW, THEREFORE, BE IT RESOLVED, the Chair, President & CEO, or a designee, is authorized to enter into contract with the Communication Workers of America Local #1032 for the term of July 1, 2023 until June 30, 2027, subject to the availability of funds, approve the economic terms and other proposed conditions contained in the collective bargaining agreement, and take all necessary steps to finalize and implement same.

AGREEMENT BETWEEN

NEW JERSEY TRANSIT AUTHORITY

AND

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032

July 1, 2015 through June 30, 2023

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ARTICLE 1

RECOGNITION

New Jersey Transit ("Employer" or "NJ Transit") recognizes the Communications Workers of America, Local 1032 ("Union") as the sole and exclusive collective negotiations agent with regard to rates of pay, hours of work and other conditions of employment for full-time and part-time non-supervisor regularly-scheduled fare enforcement officers and dispatchers employed by NJ Transit. Part-time employees shall be defined as regularly-scheduled employees who work 29 hours or less per week. The parties acknowledge that there currently are no part-time employees in the negotiations unit. NJ Transit shall have the right, in its sole discretion, to hire part-time employees, rather than full-time employees, to fill vacancies or otherwise.

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ARTICLE 2

MANAGEMENT RIGHTS

Except as provided in this Agreement, the Union recognizes that the management and direction of the workforce is vested exclusively in NJ Transit including, but not limited to, the right to: schedule work; assign work and working hours to employees; establish and change work schedules; determine the size and requirements of the workforce; establish the most efficient utilization of employee services; hire, transfer between assignments, layoff or relieve employees from duty because of lack of work; select, install and use equipment; eliminate or change equipment; and create or eliminate any or all operations or job classifications. NJ Transit shall have the right to make and enforce reasonable rules for the conduct of employees not inconsistent with the provisions of this Agreement. NJ Transit shall have the right to suspend or discharge regular full-time and part-time employees for just cause subject to the grievance and arbitration provisions of this Agreement. Probationary employees can be terminated at the discretion of NJ Transit without appeal by the Union.

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ARTICLE 3

UNION SECURITY/DUES DEDUCTIONS

Section 1. NJ Transit agrees to deduct from the regular paycheck of an employee dues of the Union, which include regular membership dues, initiation fees and assessments, provided the employee submits an authorization for dues deductions in writing and in proper form and acceptable to NJ Transit to the designated payroll and benefits coordinator of NJ Transit. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received at least fourteen (14) calendar days prior to the end of the pay period, otherwise to be reflected in the next pay period. The Union agrees to indemnify and hold harmless NJ Transit from any causes of action, claims, loss or damages incurred as a result of Article 3.

Section 2. Union dues deductions for any employee in this negotiating unit shall be limited to members of the Union. Employees shall be eligible to withdraw such authorization at any time, to be effective January 1 of each year provided that notice of withdrawal is filed prior to January 1, or as otherwise provided by law. Unless an employee withdraws authorization for the deduction of union dues, NJ Transit will continue to deduct dues.

Section 3. NJ TRANSIT will provide the following information when dues are transmitted to the Union: (1) employee name; (2) address; (3) dues amount; (4) anniversary date; (5) salary; and (6) pay period. Employee paychecks will identify union dues.

Section 4. The Union shall certify to NJ Transit in writing the amount of Union dues fees to be deducted. NJ Transit shall have no obligation to deduct dues until 14 days after the Union so certifies. The Union shall notify NJ Transit of any changes in such deductions thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time practicable after receipt of the request.



Section 5. Union dues deducted by NJ Transit shall be transmitted to the Secretary/Treasurer of the Union together with a listing of the employees. If errors occur regarding Union dues deductions by NJ Transit, and they are brought to the attention of NJ Transit, NJ Transit shall review the matter and solve the problem on a prospective basis.

Section 6. It is specifically agreed that NJ Transit assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold NJ Transit harmless from any claims, actions, or proceedings by an employee arising from deductions made by NJ Transit hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole end exclusive obligation and responsibility of the Union.



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ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. Definition: The term grievance as used herein shall mean a claimed breach, misinterpretation, or improper application of the terms of this Agreement. A grievance may be filed by either party to this Agreement. A grievance shall be resolved solely and exclusively through this grievance procedure; however, only grievances pertaining to the application or interpretation or claimed violation of the express terms of this Agreement as they directly and materially affect terms and conditions of employment shall be arbitrable under Step Four of this Article.

A grievance may be initiated at or moved to any step of the procedure without hearing at a lower step by mutual agreement of the parties, which must be in writing. The Union may initiate a grievance on behalf of a non-probationary unit member challenging a discharge, demotion or suspension of five (5) days or longer at Step Two of the following procedure, provided that the grievance is filed with the Chief of Police within fifteen (15) working days of the notice of discipline.

If NJ Transit is the filing party, NJ Transit may proceed directly to PERC as set forth in Step Four of the following procedure on notice to the Union, with or without the consent of the Union.

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. In the event a grievance is not timely moved to the next step of this grievance procedure, the disposition at the prior step shall be final and binding on all parties and any employee(s) involved.

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A. Step One — Manager or Commanding Officer

1. A grievant must file his/her grievance in writing with his/her Manager or Commanding Officer within fifteen (15) working days of the occurrence of the matter complained of. The grievance must be in writing on the grievance form agreed to by the parties; must be signed by the employee, steward or the Union; must set forth a clear and concise statement of facts constituting the grievance, the specific contract provision(s) forming the basis of the grievance, and must set forth with particularity the remedy sought. If a grievance is signed only by the employee, it shall not be processed until the Union affirms in writing its support of the grievance. If a grievance is not timely filed, the actions complained of shall be considered final and binding on both parties and the employee(s) involved.

2. The Manager or Commanding Officer's response shall be served within fifteen (15) working days after receipt of the grievance, or if a meeting has been held, within fifteen (15) working days after the date of such meeting.

3. Upon written requested by the Union, NJ Transit will provide to the Union prior to Step 2 all information then available to NJ Transit to which the Union would be entitled pursuant to applicable law.

B. Step Two – Chief of Police

In the event the grievance is not resolved at Step One, or in the event the Manager or Commanding Officer has not served a timely written response at Step One, then within fifteen (15) working days of the decision at Step One, or the date such decision was due to be served, the Union may present the written grievance and any written decision(s) received at Step One to the Chief of Police. Upon receipt of the grievance by the Chief of Police, the Chief of Police shall have fifteen (15) working days to respond.

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C. Step Three – Director of Labor Relations

In the event the grievance is not resolved at Step Two, or in the event the Chief of Police has not served a timely written decision at Step Two, then within fifteen (15) working days of the decision at Step Two, or the date such decision was due to be served, the Union may appeal in writing the decision at Step Two to the Director of Labor Relations or his/her designated representative. The Director of Labor Relations or his/her designated representative will serve a response within fifteen (15) working days following the receipt of such appeal.

D. Step Four – Arbitration

In the event the grievance is not resolved at Step Three, or in the event the Director of Labor Relations or his/her designated representative has not served a timely written decision at Step Three, then within five (5) working days after the decision at Step Three was served, or was due to be served, the Union may notify the Chief of Police in writing of the Union's intention to submit the grievance to binding arbitration. If the Union fails to submit such notice to the Chief of Police within that timeframe, the Step Three decision will become final.

Provided the Union submits the requisite notice identified above within five (5) days to the Chief of Police, either party may refer the matter to the Public Employment Relations Commission ("PERC") within fourteen (14) working days after the decision by the Director of Labor Relations or his/her designated representative, or the day such decision was due. An arbitrator shall be selected pursuant to the rules of PERC. If the Union fails to refer the matter to PERC within said fourteen (14) working day period, the Union will have been deemed to have withdrawn its request for arbitration and the decision at Step Three will become final.

Thereafter binding arbitration proceedings shall be conducted pursuant to PERC rules governing same, except as they may be expressly altered or modified herein. The arbitrator shall

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have no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

Nothing in this Agreement shall be construed as a waiver of any managerial prerogative afforded NJ Transit or an agreement by NJ Transit to process or arbitrate a grievance that concerns a subject falling outside the scope of collective negotiations.

E. Information

Either party may request from the other party information relative to a grievance. Upon receipt of a written information request, the receiving party shall make available to the requesting party information in its possession to which the receiving party is entitled pursuant to applicable law. The receiving party shall provide such information not less than fifteen (15) days prior to the arbitration hearing.

The parties shall make a good faith effort to informally resolve disputes which arise as to information requests. If the parties are unable to resolve an information request dispute, either party may seek resolution of the dispute through the designated arbitrator.

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ARTICLE 5

DISCIPLINE

An employee who has completed his probationary period shall not be disciplined except for just cause. Newly engaged employees during the probationary period shall be subject to dismissal with or without cause and without appeal to the Union, NJ Transit or through the grievance procedure. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

Either party may request from the other party information relative to disciplinary matters. Upon receipt of a written information request, the receiving party shall make available to the requesting party information in its possession to which the receiving party is entitled pursuant to applicable law. The receiving party shall provide such information not less than fifteen (15) days prior to the arbitration hearing.

Upon written requested by the Union, NJ Transit will provide to the Union prior to Step 2 all information then available to NJ Transit to which the Union would be entitled pursuant to applicable law.

The parties shall make a good faith effort to informally resolve disputes which arise as to information requests. If the parties are unable to resolve an information request dispute, either party may seek resolution of the dispute through the designated arbitrator.

Disciplinary charges alleging violations of NJ Transit rules, regulations, policies and procedures must be filed within sixty (60) days of the date the Chief of Police of NJ Transit obtains sufficient information to issue the disciplinary charges. In the event a criminal investigation concerning the conduct is initiated, the 60-day rule shall be suspended pending

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disposition of the criminal matter. Upon final disposition of the criminal matter, the 60-day rule shall be reinstated.

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ARTICLE 6

NON-DISCRIMINATION

NJ Transit is committed to providing every employee with a workplace free from discrimination prohibited by federal or New Jersey law. Any grievance alleging a violation of this Article may not be processed beyond Step Two of the grievance procedure set forth in Article 4 of this Agreement.

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ARTICLE 7

PROBATIONARY STATUS

All newly hired Dispatchers shall be subject to a one hundred and eighty (180) calendar day period of probationary employment. All newly hired Fare Enforcement Officers will be subject to a ninety (90) calendar day period of probationary employment which may be extended by NJ Transit in its sole discretion for an additional thirty (30) days. If NJ Transit extends the probationary period for a newly hired Fare Enforcement Officer by an additional thirty (30) days, it shall notify the employee in writing that his/her probationary period is being extended. Such notice of extension shall include the reason for the extension.

If, at any time during or at the end of any probationary employment period, the conduct and/or performance of the employee is found to be unsatisfactory by NJ Transit, at its sole discretion, NJ Transit may terminate the employee. The decision of NJ Transit regarding the termination of a probationary employee shall not be subject to the grievance procedure. This provision shall not in any way diminish the right of NJ Transit to terminate probationary employees with or without cause.

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ARTICLE 8

REDUCTIONS IN FORCE

Section 1. All employees to be laid off as a result of position elimination shall be notified by NJ Transit in writing at least fifteen (15) days in advance of the effective date of the layoff. At or prior to notification to the employees, NJ Transit shall supply the Union with a list of the positions that NJ Transit is considering for elimination, as well as a current list of all employees in such positions with their seniority within their current job title. NJ Transit shall make layoff decisions in reverse order of seniority with the last employee hired laid off first within their job title.

Section 2. A laid off employee will be placed on a priority call back list by seniority. An employee whose name is placed on a recall list shall have recall rights for a period of nine (9) months.

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ARTICLE 9

SENIORITY

Section 1. Seniority shall be defined as an employee's length of service in the bargaining unit covered by this Agreement with NJ Transit beginning with the employee's date of hire in the unit, but shall not begin to accrue until completion of the probationary period. Upon successful completion of the probationary period, seniority will be credited retroactive to the date of hire in the unit.

Section 2. For purposes of layoff and recall, seniority shall be determined by length of service within the unit. Two seniority list will be maintained, one for full time employees and one for part time employees. Full time employees shall have more seniority than part time employees for each classification.

Section 3. A break in continuous service occurs when an employee resigns, assumes a position with NJ Transit outside the negotiations unit, is discharged for cause, is on long term disability for longer than one hundred and eighty (180) days or retires. An employee on long term disability longer than one hundred and eighty (180) days shall not be guaranteed a position with NJ Transit upon the conclusion of any such period of disability.

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ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 1. Fare Enforcement Officers.

A. The regular workweek for full-time Fare Enforcement Officers shall consist of four (4) consecutive ten and (10) hour days without a meal period with three (3) days off. Employees may be called back to duty at any time while eating a meal during working hours. The work week will begin on Saturday and end on Friday. The schedule for part-time Fare Enforcement Officers shall be established at the discretion of NJ Transit.

B. All actual time worked in excess of forty (40) hours shall be paid at time and one-half (1.5) of regular salary. No employee shall be scheduled to work within eight (8) hours following the completion of sixteen (16) hours or longer in duration, except in cases of emergency, to be determined at the sole discretion of NJ Transit, in which case no employee shall be scheduled to work within seven (7) hours following the completion of a shift of sixteen (16) hours or longer in duration.

Section 2. Dispatchers.

A. The regular workweek for full-time Dispatchers shall consist of four (4) consecutive ten (10) hour days without a meal period and with three (3) days off. Employees may be called back to duty at any time while eating a meal during working hours. The work week will begin on Saturday and end on Friday. The schedule for part-time Dispatchers shall be established at the discretion of NJ Transit.

B. All actual time worked in excess of forty (40) hours shall be paid at time and one-half (1.5) of regular salary. No employee shall be scheduled to work within eight (8) hours following the completion of sixteen (16) hours or longer, in duration, except in cases of

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emergency, to be determined at the sole discretion of NJ Transit, in which case no employee shall be scheduled to work within seven (7) hours following the completion of a shift of sixteen (16) hours or longer in duration.

Section 3. **Distribution of Voluntary Overtime**

All regularly scheduled voluntary overtime assignments shall be distributed by NJ Transit on a rotating seniority basis. Each FEO or Dispatcher may choose one (1) overtime opportunity at a time before rotation begins again. Part-time employees shall not be entitled to voluntary overtime opportunities. Dispatcher overtime opportunities shall be first made available to dispatchers in the negotiations unit. If an opportunity is not filled by a dispatcher, NJ Transit may fill the opportunity at its discretion.

Section 4. **Ineligibility for Voluntary Overtime**

If an employee calls out sick, that employee will be ineligible for voluntary overtime for a period of seven (7) calendar days following the last day sick leave was used. This ineligibility will only be for use of sick leave as a result of employee call out. A scheduled and approved sick day will not result in ineligibility for voluntary overtime. An employee ineligible for voluntary overtime may be required to work overtime by NJ Transit during any such period of ineligibility.

Section 5. **Compensatory Time**

Employees shall have the option of accruing compensatory time off in lieu of being paid overtime. Compensatory time off shall be credited at the same rate as overtime. Employees shall not be permitted to maintain at any one time more than forty (40) hours of accrued compensatory time off. Compensatory time off must be used in full day increments. Accrued compensatory time off cannot be cashed out. Accrued compensatory time off may be carried over from year to year.

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Section 6. **Notice of Foreseeable Overtime**

Employees will be given one-week notice of foreseeable weekend and overtime work when possible.

Section 7. **Swaps**

Employees shall be permitted to have one swap per pay period. A swap shall be defined as an agreement between two employees to exchange a regularly-scheduled work day in a single pay period.

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ARTICLE 11

HOLIDAYS

Section 1. Regular full-time employees shall be entitled to the following paid holidays every calendar year:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Thanksgiving Day |
| Presidents' Day | Day After Thanksgiving |
| Memorial Day | Christmas Day |
| Fourth of July | |

Regular full-time employees shall also receive thirty (30) floating holiday hours to be used in the calendar year. Part-time employees shall not be entitled to any holiday pay or floating holidays.

Section 2. A holiday is considered a ten (10) hour day. Holiday pay will be on the actual holiday, not on the observed day.

Section 3. In order to receive holiday pay, a regular full-time employee must work his/her last scheduled shift prior to the holiday and first scheduled shift following the holiday, except if the absence is excused in advance.

Section 4. All full-time employees who work on any of the holidays listed above will be paid at time and a half in addition to their regular pay, but only if the employee qualifies for holiday pay under ¶ C, i.e. the employee works his or her last scheduled shift prior to the holiday and first scheduled shift following the holiday, except if the absence is excused in advance.

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ARTICLE 12

VACATION

Section 1. **Vacation Allowance.**

Vacation will be granted to all regular full-time employees once they have completed their probationary period in accordance with the following schedule:

After 1 st year till end of the 5 th year	90 Hours
At start of 6 th year through end of 12 th year	130 Hours
At start of 13 th year through end of 20 th year	170 Hours
21 years or more	200 Hours

Prior to completion of the first year, regular full-time employees shall be granted vacation in accordance with the following schedule:

January 1 through March 31	90 Hours
April 1 through June 30	60 Hours
July 1 through September 30	30 Hours
October 1 through December 31	0 Hours

Part-time employees shall not be entitled to vacation leave.

Vacation for regular full-time employees shall begin to accrue from the date of appointment, and during any applicable probationary period; however, employees shall not be permitted to take more than four (4) vacation days off during the probationary period.

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For purposes of this Article, month of appointment will be the month in which the regular full-time employee was appointed, provided that the appointment was made on or before the 15th day of the month. If the appointment occurred after the 15th day of the month, vacation will be calculated as if the employee were appointed in the following month.

Section 2. **Vacation Selection**

- A. Vacation selection shall be done during the month of November for each upcoming year.
- B. Selection will be according to seniority.
- C. Vacations must be taken in whole day increments and may be taken as single days up to a maximum of eight (8) once the probationary period has ended.
- D. NJ Transit will make every reasonable effort to accommodate vacation requests received after the November selection based on departmental needs to be determined at the sole discretion of NJ Transit.
- E. Unused vacation up to forty (40) hours per year shall be permitted to be carried over subject to approval by the Chief of Police. In order to be considered, applications for carryover of unused vacation shall be submitted no later than November 1 of each year of the contract.

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ARTICLE 13

SICK LEAVE

Section 1. "Sick leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee. Employees may also use up to 40 hours of sick leave each year for the attendance by the employee upon the employee's spouse, child, or parent, requiring the care or attendance of such employee.

Section 2. An employee who is absent on Sick Leave for three (3) or more consecutive working days may be required at the sole discretion of NJ Transit to submit a physician's certificate as evidence substantiating his or her illness prior to returning to work. NJ Transit may require an employee who has been absent because of that employee's illness, accident or contagious disease, as a condition of his or her return to work, to be examined by a physician designated by NJ Transit at the expense of the employer. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of him or herself or of other employees. An employee who, as a result of such examination, is not eligible to return to work for non-work related reasons must use all accrued vacation, sick, personal time and comp time during any such absence.

Section 3. Paid Sick Leave shall be available for regular full-time employees only, not part-time employees. For a regular full-time employee's first year of employment, Sick Leave shall be earned at the rate of ten (10) hours per full month of service up to a maximum of one hundred (100) hours per calendar year. Thereafter, 100 hours will be advanced to each employee on January 1 of each year. Unused sick leave may be accumulated.

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Section 4. An employee upon death or retirement shall receive the benefit of payment for unused Sick Leave registered in their Sick Leave banks prior to January 1, 2012, at the rate of fifty (50%) percent of accumulated unused Sick Leave to a maximum of fifteen thousand dollars (\$15,000). Employees who leave NJ Transit for reason other than death or retirement shall not receive any payment for unused Sick Leave. Any Sick Leave used by an employee will be deducted first from the Sick Leave accrued prior to January 1, 2012, until such Sick Leave has been exhausted. Sick Leave accumulated on or after January 1, 2012 may be accrued but is ineligible for the cash payment identified above. In the event Legislation applicable to NJ Transit is enacted amending the entitlement to such supplemental compensation, employees shall become subject to that Legislation effective in accordance with said Legislation.

Section 5. At all times, the Commanding Officer must be satisfied that the use of Sick Leave is bona fide. Satisfactory evidence (e.g. a doctor's note) as to sickness may be required by the Commanding Officer or manager at his/her discretion. An employee falsely claiming Sick Leave will be subject to discipline up to and including termination.

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ARTICLE 14

MATERNITY LEAVE

The provisions of the State of New Jersey Family Leave Act, P.L. 1990, c. 261 and Family Medical Leave Act, 29 U.S.C. § 2601, et seq., shall govern maternity leave.

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ARTICLE 15

BEREAVEMENT LEAVE

Bereavement leave of three (3) consecutive working days shall be granted in the event of the death of a regular full-time employee's spouse, brother, sister, parent, child, grandparents and spouse's brothers, sisters and parents. Employees may be permitted to extend a bereavement leave by up to two (2) days by using accrued vacation time and floating holidays. NJ Transit may require satisfactory documentation. Part-time employees shall not be entitled to this benefit.

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ARTICLE 16

JURY LEAVE

Any regular full-time employee covered by this Agreement who is required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he/she is serving on said jury, the regular full-time employee shall receive his/her full pay from the Employer. Part-time employees shall not be entitled to any pay during jury service.

If an employee is released from jury duty, the employee must return to work if the time he/she is released (allowing time to return home to change) would allow him/her to work more than three (3) hours of his/her assigned shift.

All regular full-time employees who are paid by NJ Transit during their time of jury service, must furnish to NJ Transit any compensation received from the Court for such jury duty.

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ARTICLE 17

MILITARY LEAVE

Any employee called into the Armed Forces of the United States during national emergency, drafted or a member of the National Guard or other reserve unit, shall be given all the protection of applicable law (including the laws of the State of New Jersey and 38 U.S.C. § 4301, et seq.) and leave(s) of absence shall be granted in accordance with applicable laws and NJ Transit policies which may be changed by NJ Transit at its sole discretion.

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ARTICLE 18

NON-PAID LEAVE OF ABSENCE

Section 1. Regular full-time employees may apply to NJ Transit for a leave of absence without pay for personal reasons for a period not exceeding ninety (90) days without loss of seniority rights provided it is in NJ Transit's operational interest and is consistent with federal and State laws and regulations. Regular full-time employees may also request a ninety (90) day extension of any approved leave of absence without pay. Part-time employees shall not be entitled to any non-paid leaves of absence.

Requests for a leave of absence and/or an extension of a leave under this Article shall be in writing and approved by the Chief of Police in his or her sole discretion. Such requests shall include the reason for the requested leave and the beginning and end date of the leave requested. Such requests shall not be unreasonably denied.

Section 2. A leave of absence used for any purpose other than for which the leave was granted, may result in disciplinary action, up to and including termination. An employee will advise NJ Transit immediately when the reason for which a leave was granted is no longer in effect.

Section 3. An employee on an approved leave of absence without pay is required to make all contributions required for the maintenance of benefits provided by this Agreement. Failure to make such contributions may result in the loss of any such benefits.

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ARTICLE 19

UNION REPRESENTATIVES

Section 1. NJ Transit recognizes and shall deal with the designated Union Shop Stewards in all matters relating to grievances and interpretation of this Agreement.

Section 2. A written list of Shop Stewards shall be furnished to NJ Transit immediately after their designation and the Union shall notify NJ Transit promptly of any changes. The number of recognized Shop Stewards shall not exceed three (3) at any given time. NJ Transit has no obligation to recognize any individual purporting to be a Shop Steward who is not on the list provided by the Union.

Section 3. Designated Shop Stewards shall be granted a reasonable amount of time during regular work hours, without loss of pay, to present, discuss and adjust grievances with NJ Transit. This time off with pay shall be limited to meetings with representatives of NJ Transit, but is in addition to any time provided for elsewhere in this Agreement. A Shop Steward shall not leave work without first obtaining the permission of his/her supervisor.

Section 4. NJ Transit agrees to grant time off without loss of regular pay not to exceed a total of two (2) days per year for each Steward to attend Union conferences and seminars, provided that thirty (30) days prior, written notice specifying the dates of the conferences and seminars is given to the Chief of Police by the Union. The total number of days available per year for this purpose shall not exceed six (6). If the Union designates more than three (3) Stewards in a calendar year, this 6-day allotment may be allocated among the Stewards as the Union sees fit.

Section 5. Within ten (10) calendar days from the date of hire of any negotiations unit employee(s), NJ Transit shall provide the following contact information to the Union:

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name, job title, worksite location, home address, work telephone number, any home and personal cellular telephone numbers on file with NJ Transit, date of hire, work email address, and any personal email address on file with NJ Transit.

Section 6. The Union shall have the right to meet with newly hired employees without charge to the pay or leave time of the employees, for a minimum of thirty (30) and a maximum of one hundred twenty (120) minutes, within thirty (30) calendar days from the date of hire, during a new employee orientation held by NJ Transit, or if NJ Transit does not conduct new employee orientations, at individual or group meetings.

Section 7. The Union shall have the right to use the email systems of NJ Transit to communicate with negotiations unit members regarding collective negotiations, the administration of the Collective Negotiations Agreement, investigation of grievances and other workplace related issues, as well as internal union matters involving the governance or business of the Union.

Section 8. In the event the WDEA is amended or modified by legislative or judicial action, the parties will meet to negotiate the impact of those amendments or modifications.

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ARTICLE 20

UNIFORM ALLOWANCE

As a condition of employment, any employee receiving a clothing allowance shall be in a full uniform during all working hours. The Employer shall provide the following payments for uniforms:

Effective on the first January following ratification and approval of this Agreement by the NJ Transit Board, regular full-time employees will receive a credit voucher each year in the amount of \$350.00 to purchase required uniforms.

Effective each January 1 thereafter, full time employees will receive a credit voucher in the amount of \$400.00 to purchase required uniforms.

Regular part-time employees will receive a credit voucher on January 1 of each year in the amount of \$150.00 to purchase required uniforms.

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ARTICLE 21

WAGES

Section 1. Across-the-board increases shall be paid to unit members as follows:

First full pay period after July 1, 2015 – 0%

First full pay period after July 1, 2016 – 2%

First full pay period after July 1, 2017 – 2%

First full pay period after July 1, 2018 – 2%

First full pay period after July 1, 2019 – 2%

First full pay period after July 1, 2020 – 2%

First full pay period after July 1, 2021 – 2%

First full pay period after July 1, 2022 – 2%

The July 1, 2018 increase shall be retroactive. The July 1, 2016 and July 1, 2017 increases shall not be retroactive.

Section 2. The parties agree that during the term of this Agreement, any employee who is not at or above the maximum of his/her range shall receive an increase to annual base salary (an “increment”) on the anniversary date of his/her employment, in accordance with the salary guide set forth in Appendix A. Effective the first full pay period after January 1, 2020, employees shall be placed on the salary guide at the steps set forth in Appendix B.

Section 3. Effective July 1, 2015, the minimum starting salary for new full-time employees shall be \$38,308. Such starting salary shall be increased in accordance with the across-the-board increases set forth in Section 1, above.

Section 4. The salary for part-time employees shall be between \$12/hour and \$16/hour, and determined by NJ Transit in accordance with established criteria.

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Section 5. Negotiations unit members shall be paid on a weekly basis.

Section 6. Employees on the payroll as of June 10, 2019 are entitled to receive the increases to which they are eligible, unless the employee was fired for cause.

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ARTICLE 22

HEALTH AND PRESCRIPTION BENEFITS

Section 1. Health and Prescription Benefits will continue to be provided to regular full-time employees covered by this Agreement at the same level as such benefits are currently provided to those employees. Part-time employees shall not be entitled to Health and Prescription Benefits.

Section 2. Effective upon ratification of this Agreement, or as soon thereafter as NJ Transit completes the necessary administrative actions for collection, regular full-time employees hired after July 1, 2011, shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits provided in Section 1(a) above for the employee and any dependent as follows:

An employee who selects individual coverage and earns between:	Shall pay an amount equal to the following percentage of the cost of such coverage to NJ Transit:
\$25,000 and \$29,999	7.5%
\$30,000 and \$34,999	10%
\$35,000 and \$39,999	11%
\$40,000 and \$44,999	12%
\$45,000 and \$49,999	14%
\$50,000 and \$54,999	20%
\$55,000 and \$59,999	23%
\$60,000 and \$64,999	27%

An employee who selects family coverage and earns between:	Shall pay an amount equal to the following percentage of the cost of such coverage to NJ Transit:
\$25,000 and \$29,999	4%
\$30,000 and \$34,999	5%
\$35,000 and \$39,999	6%
\$40,000 and \$44,999	7%
\$45,000 and \$49,999	9%
\$50,000 and \$54,999	12%

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\$55,000 and \$59,999	14%
\$60,000 and \$64,999	17%

An employee who selects member with child coverage and earns between:	Shall pay an amount equal to the following percentage of the cost of such coverage to NJ Transit:
\$25,000 and \$29,999	4.5%
\$30,000 and \$34,999	6%
\$35,000 and \$39,999	7%
\$40,000 and \$44,999	8%
\$45,000 and \$49,999	10%
\$50,000 and \$54,999	15%
\$55,000 and \$59,999	17%
\$60,000 and \$64,999	21%

Section 3. The amount payable by any employee as set forth above shall not under any circumstance be less than the 1.5 percent of base salary.

Section 4. The parties agree that should an employee voluntarily waive all coverage provided for in Section 1(a) above, and provide a certification to NJ Transit that he/she has other health insurance coverage, NJ Transit will waive the contribution for that employee.

Section 5. An employee on leave without pay who receives health and prescription benefits provided by NJ Transit shall be required to pay the above-outlined contributions, and shall be billed by NJ Transit for these contributions. Health and prescription benefit coverage will cease if the employee fails to make timely payment of these contributions.

Section 6. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.

Section 7. Employees on the payroll as of September 26, 2017 shall be entitled to continue their health benefits upon retirement, provided the retiree must contribute to the

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premium cost in accordance with the provisions set forth above. Employees hired after September 26, 2017 shall not be entitled to health upon retirement.

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ARTICLE 23

PENSION

NJ Transit agrees to continue to offer regular full-time CWA employees the NJ Transit 401(a) pension plan that is currently offered to negotiations unit members. Newly-hired employees that were previously enrolled in the Public Employment Retirement System ("PERS") shall have the option of continuing enrollment in PERS, instead of participating in NJ Transit's 401(a) plan. In the event an employee transfers to a job outside the negotiations unit, the entitlement to pension benefits shall depend upon whether such benefits are offered to employees in the new title. Part-time employees shall not be entitled to pension benefits.

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NO STRIKE & NO LOCKOUT

Section 1. No employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott or other interference with the operations of NJ Transit during the term of this Agreement.

Section 2. The Union, its officers, agents, representatives, and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the operations of NJ Transit, or ratify, condone or lend support to any such action during the term of this Agreement.

Section 3. NJ Transit agrees that it will not lock out employees during the term of this Agreement.

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ARTICLE 25

SAVINGS CLAUSE

NJ Transit and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement is rendered illegal or invalid under any applicable law or State or federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed invalid and inoperative, but all other provisions of this Agreement shall continue in effect. The parties agree to immediately negotiate a substitute provision for the invalidated portion thereof.

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ARTICLE 26

MISCELLANEOUS

Section 1. Employees shall have the right to inspect their personnel file with proper notice to the Personnel Office but shall not have the right to remove any portion of their personnel file from the Personnel Office. An employee shall be permitted to make copies of his/her personnel file once per year. The cost of such copies shall be the responsibility of the employee, and shall not exceed \$.10 per page.

Section 2. NJ Transit will make space available on a bulletin board for the exclusive use of the Union, provided that such bulletin board only may be used for the posting of notices directly related to the terms and conditions of employment of those employees within the negotiations unit, official Union notices, election results, and designation of Shop Stewards. The Union shall post any such materials only on the designated bulletin board.

Section 3. Regular full-time employees attending training programs, schools, or seminars approved in advance by NJ Transit will be compensated as provided in this Agreement, except that employees relieved from their regular assignments to attend such training will be allowed their regular pay (ten (10) hours) at the straight-time rate with appropriate adjustments of their relief days made necessary by attendance at such training programs. With respect to any five-day training programs, employees will work a schedule of five (5) eight (8) hour days with two relief days. Part-time employees shall not be entitled to compensation for attending training programs, schools or seminars.

Section 4. If a negotiations unit member dies, his/her estate will be paid for all accrued and unused vacation time, compensatory time, and holiday pay. His/her estate will also be paid for all accrued and unused sick time, up to a maximum of \$15,000.

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Section 5. Dispatchers shall be CPR certified, as directed by the Department and at the expense of the Department. NJT Police Department has the right to require further certifications. In the event further certifications are required, they will be at the expense of the Department.

Section 6. Tuition will be reimbursed for negotiations unit members consistent with NJ Transit's Continuing Education Assistance Program, as may be amended from time to time.

Section 7. Negotiations unit members shall be entitled to free ridership on NJ Transit systems.

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ARTICLE 27

HEALTH AND SAFETY

Section 1. Employee complaints of unsafe or unhealthful conditions shall be reported to the employee's immediate supervisor. If NJ Transit determines that an investigation is required, NJ Transit shall conduct such an investigation. If NJ Transit determines that corrective action is necessary to remedy any unsafe or unhealthful condition, such corrective action shall be initiated as soon as practicable following the investigation.

Section 2. Either the Union or NJ Transit may request a meeting to discuss workplace health and safety issues. When the Union makes such requests it must do so in writing and describe in detail the issues it wishes to discuss.

Section 3. The provisions of this Article shall not be subject to the provisions of Article 4, Grievance Procedure.

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ARTICLE 28

DURATION

The term of this Agreement shall be July 1, 2015 through June 30, 2023.

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ARTICLE 29

JOB POSTING AND SHIFT PICKS

Section 1. If a job vacancy in the negotiations unit occurs, and NJT determines to fill such vacancy, negotiations unit members shall be advised of the opening.

Section 2. Employees can request the open position in writing. Only qualified candidates will be considered.

Section 3. If more than one employee requests the position, and where the qualifications of the requesting employees are determined to be essentially equal by NJ Transit, it shall be filled on the basis of seniority.

Section 4. If posted vacancies are filled from the negotiations unit, they will be filled within fifteen (15) working days of the posting unless NJ Transit determines that filling such vacancy will result in a staffing problem. In such cases, the vacancy will be filled as soon as the staffing problem is resolved to the satisfaction of NJ Transit.

Section 5. During the first week of November the employer will post all shift assignments for fare enforcement officers which include work location. Employees shall be given their choice of shift based on seniority alone. Shifts may be changed due to operational considerations, but no shift shall be changed arbitrarily. Fare enforcement officers on a probationary period shall not be entitled to bid on their shift.

During the first week of November the employer will post all shift assignments for dispatchers. Employees shall be given their choice of shift based on seniority alone. Shifts may be changed due to operational considerations, but no shift shall be changed arbitrarily. Dispatchers on a probationary period shall not be entitled to bid on their shift.

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FOR CWA, LOCAL 1032

FOR NJ TRANSIT CORPORATION

By: _____

By: _____

Dated:

Dated:

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APPENDIX A

Effective First Full Pay Period After January 1, 2020

Step	Base Salary
1	\$41,466
2	\$42,502
3	\$43,565
4	\$44,654
5	\$45,770
6	\$46,915
7	\$48,088
8	\$49,290
9	\$50,522
10	\$51,785

Effective First Full Pay Period After July 1, 2020

Step	Base Salary
1	\$42,295
2	\$43,353
3	\$44,436
4	\$45,547
5	\$46,686
6	\$47,853
7	\$49,049
8	\$50,276
9	\$51,533
10	\$52,821

Effective First Full Pay Period After July 1, 2021

Step	Base Salary
1	\$43,141
2	\$44,220
3	\$45,325
4	\$46,458
5	\$47,620
6	\$48,810
7	\$50,030

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8	\$51,281
9	\$52,563
10	\$53,877

Effective First Full Pay Period After July 1, 2022

Step	Base Salary
1	\$44,004
2	\$45,104
3	\$46,232
4	\$47,387
5	\$48,572
6	\$49,786
7	\$51,031
8	\$52,307
9	\$53,614
10	\$54,955

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APPENDIX B

JANUARY 1, 2020 STEP PLACEMENT

Dispatcher	1/1/20 Step
Thompson	5
Heaton	3
Richinsin-Moore	3
Williams	2
Sutter	2
Kalinich	2
Pacheco	2
Eisenberger	2
Black	2

FEO	1/1/20 Step
Moreno	9
Phipps	10
Yancey	7
Toe	10
Rivera	5
Redd	4
Goodman	3
Plaszenski	3
Vieira	3
Dorinvil	2
Kapsis	2
Henry-Foster	2
Goins	2
Murphy	2
Sam	2
Young	2
Estremera	2
Taylor	2

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Tentative Agreement
June 10, 2019

SIDE LETTER

LIFE INSURANCE

NJ TRANSIT shall continue to provide negotiations unit members with the same life insurance benefits that were provided at the time this Agreement was ratified.

Tentative Approval

PJ
CWA, Local 1032

6, 10, 19
Date

[Signature]
NJ Transit Police Department

9, 16, 2019
Date

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FOR THE COMMUNICATIONS WORKERS OF AMERICA

FOR NJ TRANSIT CORPORATION

By: *John R. Yancy II*
Dated: *1-21-2020*

BY: *Christopher Beards*
Dated: *1/13/2020*

By: *M. Li*
Dated: *01-26-2020*
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By: *Migueli Antea*
Dated: *01-21-2020*

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Proposal

The proposal is submitted on 08/04/23, as part of the collective bargaining process by New Jersey Transit to the CWA

1. Duration

Effective Date - July 1, 2023 - Expiration - June 30, 2027

2. Wages

Three percent (3%) annual wage increases:

- July 1, 2023 – Restructure
- July 1, 2024 – 3%
- July 1, 2025 – 3%
- July 1, 2026 – 3%

Part-Time Dispatchers shall be paid at a rate of 60% of full-time employees.

July 1, 2023			
0-12	88%	29.53	61,422.40
13-24	91%	30.53	63,502.40
25-36	94%	31.54	65,603.20
37-48	97%	32.55	67,704.00
49-60	100%	33.55	69,784.00
61-72	103%	34.56	71,884.80
73-84	106%	35.57	73,985.60
85 +	109%	36.57	76,065.60

July 1, 2024 - 3%			
0-12	88%	30.42	63,273.60
13-24	91%	31.45	65,416.00
25-36	94%	32.49	67,579.20
37-48	97%	33.53	69,742.40
49-60	100%	34.56	71,884.80
61-72	103%	35.60	74,048.00
73-84	106%	36.64	76,211.20
85 +	109%	37.67	78,353.60

July 1, 2025 - 3%			
0-12	88%	31.33	65,166.40
13-24	91%	32.40	67,392.00
25-36	94%	33.47	69,617.60
37-48	97%	34.54	71,843.20
49-60	100%	35.60	74,048.00
61-72	103%	36.67	76,273.60
73-84	106%	37.74	78,499.20
85 +	109%	38.81	80,724.80

July 1, 2026 - 3%			
0-12	88%	32.27	67,121.60
13-24	91%	33.37	69,409.60
25-36	94%	34.47	71,697.60
37-48	97%	35.57	73,985.60
49-60	100%	36.67	76,273.60
61-72	103%	37.77	78,561.60
73-84	106%	38.87	80,849.60
85 +	109%	39.97	83,137.60

3. Uniform Maintenance

Uniform maintenance \$500.00 payable annually.

4. Vacation

Length of Service	Vacation Allowance
7 months but less than 1 year	40 Hours
After completion of one year	80 Hours
After the completion of 3 years	120 Hours
After the completion of 9 years	160 Hours
After the completion of 17 years	200 Hours

5. Comp Time

Comp time bank shall be a maximum of 60 hours.

Comp time may be taken in 1-hour increments at the beginning or end but not in the middle of a shift.

All comp time usage must be approved in advance.

Requests for comp time usage can only be submitted after the comp time is entered in their comp time accrual bank.

6. Holidays

Holiday pay will be paid for 11 annual holidays:

New Year's Day	Martin Luther King Day
Presidents Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	

Holiday pay will be at the straight-time rate for the CWA member's scheduled tour of duty. A holiday will be considered the actual recognized day of the holiday in the State of New Jersey and not the celebrated day.

CWA members who work a holiday on their scheduled tour of duty will be paid at the rate of time and one-half of their straight-time rate.

CWA members who are eligible and work overtime on a holiday will be paid at a rate double their straight-time rate. Comp time earned on a holiday will be accrued at a rate of double non-holiday comp time calculations, 2 hours comp time earned for every hour worked.

Holiday overtime must be taken in cash when reimbursed funds are being used for payment.

CWA members who are on suspension will not receive holiday pay.

CWA members must work their most previous scheduled tour of duty prior to a holiday and the first scheduled tour of duty after a holiday to receive holiday pay. To be eligible for Holiday pay CWA members cannot call out sick full or partial for the shift before or after a holiday.

If the holiday falls before and/or after a CWA member's approved time off (Vacation/Personal/Comp), the CWA member must work a full shift the last day before and the first day after the approved time off to receive the holiday benefit.

7. Benefits

CWA members retiring on or after July 1, 2023, who have completed 30 years of service with NJ Transit will receive the same benefits as active-status members. The cost calculation method will be the same as utilized for active members.

- 1) Prescription Drugs (Express Scripts, Inc. – ESI (formerly known as Medco)):
 - a) Institute DAW (dispense as written) for prescriptions
- 2) Dental (Horizon):
 - a) Eliminate the “Triple-Option” dental benefits plan (replace with DOP)
- 3) Medical (Horizon):
 - a) Eliminate Out-of-Network coverage for Physical Therapy, Chiropractic, Acupuncture, Laboratory, Bariatric, and Dialysis
 - b) Revise Applied Behavior Analysis (ABA) autism therapy coverage - Cover All
 - c) IVF (following the SHBP benefits for fertility services)
 - d) Change the Out-of-Network Reimbursement Methodology to 180% CMS
 - e) Replace the HMO with an EPO

Retirees who marry after their retirement: spousal/partner benefits will not be available until after their 1-year marriage anniversary.

Upon reaching age 65, covered recipients will transition to Medicare as their primary medical benefit.

8. Discipline

An employee who has completed his probationary period shall not be disciplined except for just cause. Newly engaged employees during the probationary period shall be subject to dismissal with or without cause and without appeal to the Union, NJ Transit or through the grievance procedure. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

Either party may request from the other party information relative to disciplinary matters. Upon receipt of a written information request, the receiving party shall make available to the requesting party information in its possession to which the receiving party is entitled pursuant to applicable law. The receiving party shall provide such information not less than fifteen (15) days prior to the arbitration hearing.

EXHIBIT B

Upon written request by the Union, NJ Transit will provide to the Union prior to Step 2 all information then available to NJ Transit to which the Union would be entitled pursuant to applicable law.

The parties shall make a good faith effort to informally resolve disputes which arise as to information requests. If the parties are unable to resolve an information request dispute, either party may seek resolution of the dispute through the designated arbitrator.

Disciplinary charges alleging violations of NJ Transit rules, regulations, policies and procedures must be filed within forty-five (45) days of the date the Chief of Police of NJ Transit obtains sufficient information to issue the disciplinary charges. In the event a criminal investigation concerning the conduct is initiated, the 45-day rule shall be suspended pending the disposition of the criminal matter. Upon final disposition of the criminal matter, the 45-day rule shall be reinstated.

9. Reduction in Force

Section 1. Change fifteen (15) days to thirty (30) days

10. Sick time

All sick days beyond the 4th sick day used annually will require a doctor's note from an in-person doctor visit.

CWA members must work a full scheduled workday before being eligible to work voluntary overtime after being absent on sick time.

CWA members who are ordered into work will be eligible for overtime regardless of sick time use at the rate of time and a half. If the CWA member is ordered in on a holiday post after utilizing a sick day or early quit sick time on their last scheduled day or returning from a Vacation/Personal/Comp Day, the CWA member will be paid a rate time and a half.

Any exception to this provision will be at the discretion of the Chief of Police.

11. Personal Days


One additional personal day for all CWA members upon completion of 15 years of service.


CWA Local 1032

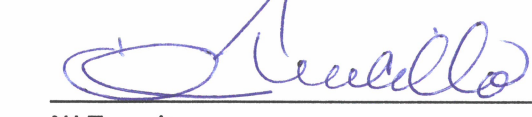
8/29/23
Date


CWA Local 1032

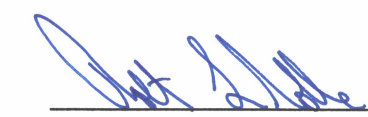
8/29/23
Date


CWA Local 1032

8/29/23
Date


NJ Transit

9/13/2023
Date


NJ Transit

09/13/2023
Date

EXECUTIVE SESSION AUTHORIZATION

BE IT HEREBY RESOLVED pursuant to N.J.S.A. 10:4-12 and N.J.S.A. 10:4-13 that the Board of Directors of the New Jersey Transit Corporation hold an executive session to discuss personnel matters, contract negotiations, the status of pending and anticipated litigation, and matters falling within the attorney-client privilege, including, but not limited to the Personal Injury Claim of Michael Carle, the Personal Injury Claim of Cira Ramirez, the Personal Injury Claim of Ingrid Nieves, and the Personal Injury Claim of the Estate of Siham Hajbi; and

BE IT FURTHER RESOLVED that it is expected that discussions undertaken at this executive session could be made public at the conclusion of these matters as appropriate.