

**CERTIFICATION
OF
NEW JERSEY TURNPIKE AUTHORITY**

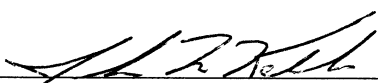
I, John M. Keller, hereby certify that I am the Executive Director of the New Jersey Turnpike Authority and as such, certify that the attached copy of PROCEEDINGS OF THE NEW JERSEY TURNPIKE AUTHORITY is a true and correct copy of the Minutes of the November 24th, 2020 Meeting of the Authority.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the New Jersey Turnpike Authority **this 24th day of November 2020.**

ATTEST:



Kim Schurman
Secretary to the Authority



John M. Keller
Executive Director

Corporate Seal

Date: November 24, 2020

Received in the Governor's Office November 24, 2020

Received by:

Print Name

Signature

Veto Period Ends:

December 9, 2020
(Write in the date the veto period ends)

TO: Kim Schurman Schurman@njta.com

FROM: Jesse Kirkham, Authorities Unit, Governor's Office, Office of the Governor

DATE: November 25, 2020

RE: **New Jersey Turnpike Authority Minutes**

This email is confirmation that the Authorities Unit received the minutes from the November 24, 2020 board meeting on November 24, 2020. The calculated veto date is December 9, 2020.

Thank you.

Attachment

cc: Lauren LaRusso

**PROCEEDINGS OF MEETING OF NEW JERSEY TURNPIKE AUTHORITY
BOARD OF COMMISSIONERS
Tuesday, November 24, 2020**

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Chair Diane Gutierrez-Scaccetti (by tele-conference) called the meeting of the Authority's Board of Commissioners (the Board) into session in the Executive Boardroom of the Authority's Headquarters Building at 1 Turnpike Plaza in Woodbridge, New Jersey, at 9:00 A.M.

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Moment of Silence

Chair Gutierrez-Scaccetti asked for a moment of silence for those who are affected by COVID-19 and wished everyone a happy and healthy holiday.

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PRESENT by tele-conference

Present on the call were Chair Diane Gutierrez-Scaccetti, Vice Chair Ulises Diaz, Treasurer Michael DuPont, Commissioner Raymond Pocino, Commissioner Ronald Gravino, Commissioner John Minella and Commissioner Raphael Salerno (Absent). The meeting commenced at 9:00 A.M.

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ALSO PRESENT by tele-conference (Except as indicated)

Executive Director John Keller (in person), Deputy Executive Director James Carone, Chief Financial Officer Donna Manuelli; Chief Engineer Robert Fischer, Chief Information Officer Jose Dios (in person); Acting Director of Law Ann Christine Monica; Director of Human Resources Mary-Elizabeth Garrity; Director of Internal Audit Donna Wilser, Director of Operations Kevin Dunn; Director of Procurement and Materials Management Dale Barnfield, Director of Tolls John Pagliarulo; Director of Community and Government Relations Shawn Taylor; New Jersey State Police Major Terence Carroll, State Police Troop D; and Secretary to the Authority Kim Schurman (in person).

Also present by tele-conference were: Outside Counsel, Judy Verrone, Esq., of DeCotiis, FitzPatrick, Cole & Giblin, LLP, Governors' Authorities Unit Representative Lauren LaRusso.

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NOTICE OF MEETING

This is a regular meeting of the New Jersey Turnpike Authority. Adequate notice of this meeting has been provided in accordance with Chapter 231, P.L. 1975 in that notice has been given to at least two newspapers and notice has been forwarded to the Secretary of State, Trenton, New Jersey. In addition, notice of said meeting has been and is being displayed in the main lobby of the Authority's Administration Headquarters in Woodbridge.

**Secretary to the Authority Schurman takes Roll Call and the Following Were
Present by tele-conference:**

1. Vice Chair Diaz
2. Treasurer DuPont
3. Commissioner Pocino
4. Commissioner Gravino
5. Commissioner Minella
6. Commissioner Salerno (Absent)
7. Chair Gutierrez-Scaccetti

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EXECUTIVE SESSION

A motion to enter into Executive Session, not open to the public in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(b), to discuss matters pertaining to:

- Contract Negotiations
- Pending Litigation
- Collective Bargaining Agreements
- Personnel Matters

The motion was made by Vice Chair Diaz and seconded by Treasurer DuPont and, after the voice vote, the motion was duly adopted by the Board of Commissioners of the New Jersey Turnpike Authority.

Executive Session was adjourned at 9:22 a.m. A motion was made by Treasurer Dupont and seconded by Commissioner Pocino to resume the public portion of the meeting at 9:24 a.m.

Secretary to the Authority Schurman takes Roll Call and the Following Were

Present by teleconference:

1. Vice Chair Diaz
2. Treasurer DuPont
3. Commissioner Pocino
4. Commissioner Gravino
5. Commissioner Minella
6. Commissioner Salerno (Absent)
7. Chair Gutierrez-Scaccetti

The Secretary to the Authority reported that ten days, excluding Saturdays, Sundays and holidays, have elapsed since Governor Philip D. Murphy received the proceedings of the regular meeting of October 27, 2020; he did not exercise his power to veto any items in those minutes.

Upon motion made by Treasurer DuPont seconded by Commissioner Pocino the minutes of the meeting was unanimously approved.

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RECUSALS

The Secretary to the Authority reported recusals or abstentions submitted for the record:

- Commissioner Pocino is recused on Items 277 through 283

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PUBLIC COMMENT

Barry Kushnir, Local 194 President

Mr. Kushnir stated the Authority and Local 194 reached an agreement during unprecedented times, Mr. Kushnir further stated the Turnpike Authority and Local 194 and other unions on the roadway worked extremely hard to streamline work policies, reduce healthcare costs for the employer and the employees and offer financial security for those who are working every day on the Turnpike. Mr. Kushnir said he is thankful for many things and advised he is also thankful to Governor Murphy for putting Diane Gutierrez-Scaccetti to lead the Department of Transportation and be the Authority's Chair. Mr. Kushnir also thanked Deputy Executive Director Carone for his hard work over the past 16 months and concluded we still have more work to finish.

Aleeta Dupree

Aleeta Dupree said meetings are an investment of time. Ms. Dupree said the work continues in New York and the new cashless toll system was implemented a week and half ago. Ms. Dupree said we have the opportunity to do this most important work in New Jersey. Ms. Dupree advised the Tolling Plan that is within the Capital Plan needs to be expedited. Ms. Dupree pointed out the Capital Plan is essential and when the weather improves the construction activities should commence.

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EXECUTIVE DIRECTOR COMMENTS

Executive Director Keller thanked all who participated to make this past Saturday's Transportation Industry's 2020 Food Drive a huge success. Executive Director Keller specifically thanked New Jersey's contractors and consultants, Authority Leadership, Unions, NJ State Police and all Authority staff for their support and time. Executive Director Keller stated that while donations are still funneling in, he was pleased to announce in excess of 80 thousand pounds of food and personal care items and over \$10,000 in monetary contributions were received. Executive Director Keller said a total of 12 truckloads of food on 83 pallets were distributed to over a dozen food banks and shelter centers throughout the State. Executive Director Keller said it was heartwarming to see car after car of Authority family members and transportation industry friends drop off donations and advised they all went the extra mile to benefit so many struggling in these trying times. Executive Director Keller wished everyone a healthy holiday season.

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CHAIR COMMENTS

Chair Gutierrez-Scaccetti thanked the leadership of Local 194 and the other Locals who negotiated as a consortium to move our Labor agreements into a more current state. Chair Gutierrez-Scaccetti advised Unions went for many years without contracts. Chair Gutierrez-Scaccetti advised both parties walked away relatively satisfied and the Chair also mentioned Deputy Executive Director James Carone and gave him a lot of credit for doing something that

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none of us have done, which is to negotiate with all unions at one time for an economic package that we could all live with.

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HUMAN RESOURCES

Director of Human Resources Mary-Elizabeth Garrity requested approval of item number 272-11-2020. Moved is the item as follows:

272-11-2020

Human Resources Director Mary Elizabeth Garrity submitted the Personnel Agenda, dated November 24, 2020, and requested confirmation of the personnel matters contained therein. The Executive Director certified the recommendations for consideration.

On motion by Commissioner Pocino and seconded by Treasurer DuPont employment of those named to serve at the pleasure of the Authority and other recommended personnel actions, were approved, ratified and confirmed, to become effective as of the dates specified and at the salaries listed.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ-SCACCETTI
YES	YES	YES	YES	YES	ABSENT	YES

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LAW

Acting Director of Law, Ann C. Monica, requested approval of item numbers 273-11-2020 through 276-11-2020. Moved are the items as follows:

273-11-2020

In a memorandum dated November 6, 2020, Request for Authorization to Appoint a Replacement Committee Member to the New Jersey Turnpike Authority Employees’ Deferred Compensation Plan Administrative Committee, was approved.

By Agenda Item 403-12-2016, the Commissioners of the Authority authorized the adoption of a restated New Jersey Turnpike Authority Employees’ Deferred Compensation Plan (the “Deferred Compensation Plan”), which became effective January 1, 2017. Section 8.01 of the Deferred Compensation Plan provides that the Board appoint a Plan Administrator (currently the Authority’s Director of Human Resources, Mary Elizabeth Garrity) and an Administrative Committee consisting of five (5) members. Pursuant to the terms of the Deferred Compensation Plan, the

Administrative Committee is responsible for selecting and monitoring the investment options available under the Deferred Compensation Plan and adopting ministerial amendments thereto. Additionally, subject to Board approval, the Administrative Committee may recommend a third-party administrator to perform certain administrative services and may recommend a service provider to provide investment options for the Deferred Compensation Plan.

Due to the departure of an employee, one of the members of the Administrative Committee needs to be replaced. The Administrative Committee currently consists of the Authority's Director of Human Resources, the Deputy Director of Human Resources, the Chief Financial Officer, and a Senior Attorney. To fill the vacancy created by such employee's departure and to comply with the Deferred Compensation Plan, it is requested that the Authority's Assistant Manager of Patron Services, Leo Schaeffer, be appointed to the Administrative Committee to replace the Deputy Director of Human Resources who is no longer employed by the Authority.

Therefore, authorization is requested to appoint the Assistant Manager of Patron Services to the Administrative Committee, as set forth above. It is further recommended that the Executive Director be authorized to take such actions, execute such documents, and do all things necessary to effectuate the intent of this recommendation.

274-11-2020

In a memorandum dated November 6, 2020, **Authorization to Extend the Authority's Architects and Engineers (Errors and Omissions) Professional Liability Insurance Program (December 31, 2020 to December 31, 2023), Budget Code: 00-390-850-156555, Amount: \$0.00 for the extension term (subject to audit at the end of the Extension Term after 12/31/2023)**, was approved.

The Authority maintains Architects and Engineers (Errors and Omissions) Professional Liability Insurance ("AEPL") for the benefit of its consultants and to protect itself from liability. This coverage, brokered by Aon Risk Services Northeast, Inc. ("Aon"), and underwritten by Zurich American Insurance Company ("Zurich") since 1988, had been maintained for the benefit of consultants who perform work on projects located on the Parkway. After consolidation of the roadways in 2003, the coverage was expanded to also include consultants performing work on the Turnpike. In 2012, the Authority ceased providing this insurance on new projects and instead required each consultant to provide the primary layer of professional insurance, above which the Authority would provide an Owners Protective Professional Liability ("OPPI") insurance coverage solely for itself. Pursuant to agenda items 459-11-2015 and 238-11-2018 the Authority

continuously renewed the AEPL and the OPPI insurance coverages. The AEPL coverage expires on December 30, 2020; the OPPI coverage will expire in 2021.

Professional liability coverages, including the AEPL, are based upon the date of the issuance of the design contract from which the construction and supervision contracts ensue; as a result, the AEPL coverage still continues for those few projects with open construction contracts, open construction supervision contracts, and/or open design contracts. It is anticipated, however, that this proposed extension of the AEPL program will be the final extension of this coverage, as all construction covered by the AEPL program is anticipated to be completed by December 2023, after which time the OPPI program will cover all Authority construction. The current policy limit for the AEPL program is \$20 million per claim and in the aggregate, with a deductible based on the construction value ("CV") of each contract: a \$100,000 deductible for projects with a CV of \$50 million or less; and a \$250,000 deductible for projects with a CV greater than \$50 million.

Aon, the broker of record for this program, was requested to market the expiring AEPL program and provide quotations with the same coverage as the expiring policy. The difficulties in placing this coverage included marketing this program in a very difficult professional liability market and Zurich initially refusing to renew or extend since Zurich had made a corporate wide policy decision to no longer underwrite this type of professional liability insurance. After an in-depth review of the contracts that remained to be completed, and due to the advanced nature of this program and the continuity of the underwriter, Aon was able to secure an extension of this coverage with Zurich, the incumbent, for an additional three (3) years upon the same terms and conditions for no additional premium. The alternate indication, from a non-incumbent, provided a premium indication for similar coverage in the range of \$1.8 million to \$2.2 million. Aon recommends that the Authority authorize the extension of the AEPL program for three (3) years with Zurich. The only change in the policy conditions is the decrease of a discovery or Extended Reporting Period ("ERP") from five (5) years to two (2) years, which is not considered a significant change in coverage. The extension premium would be subject to audit, at the end of the renewal term.

Accordingly, authorization is requested to extend the AEPL program for a three (3) year term as set forth above, upon the terms, conditions indicated above. It is further recommended that the Executive Director be authorized to take all such actions and execute all such documents which are deemed necessary or appropriate, after consultation with the Law Department and Hanover Stone, to effect the authorizations set forth above.

275-11-2020

In a memorandum dated November 6, 2020, **Authorization to enter into a Jurisdictional Agreement with the New Jersey Department of Transportation (NJDOT) with**

respect to improvements along NJDOT Routes 40 and 140 in the vicinity of New Jersey Turnpike Interchange 1, (NJTA #170-20/NJDOT #4836), was approved.

New Jersey Department of Transportation ("NJDOT") improvements to NJDOT Routes 40 and 140 in the vicinity of New Jersey Turnpike Interchange 1 located in the Township of Carney's Point, Salem County, have necessitated the NJDOT and the Authority to negotiate and enter into an updated Jurisdiction Agreement. The proposed Jurisdiction Agreement will allocate and update the responsibilities between the NJDOT and the Authority for Roadway Maintenance, Highway/Access Control, and Structural Maintenance, among other things, with respect to New Jersey Turnpike Interchange 1, and NJDOT routes 40 and 140.

Authority staff and NJDOT staff have agreed upon a Jurisdictional Agreement and Jurisdictional Limit Map to be attached to the Jurisdictional Agreement and incorporated by reference, to set forth the respective rights and responsibilities of the Authority and NJDOT with respect to such improvements and roadway crossings, subject to Commissioner approval. Staff are in the processing of finalizing Jurisdictional Agreements and Jurisdictional Limit Maps with respect to the area in and around NJDOT Route 40, NJDOT Route 140, and New Jersey Turnpike Interchange 1.

Accordingly, it is requested that Commissioners delegate to the Executive Director the authority to execute a Jurisdictional Agreement with NJDOT substantially as described above. It is further recommended that the Commissioners authorize the Executive Director to execute such other documents and take such other actions as are deemed necessary to effectuate the intent of this authorization.

276-11-2020

In a memorandum dated November 6, 2020, **Authorization to Declare Garden State Parkway Parcel 450 Section 11, also known as Block 735, Lot 21.02, Upper Township, Cape May County, (the "Property") as Surplus to the Authority's Needs, Amount: \$4,000.00 (Revenue to the Authority),** was approved.

New Jersey Turnpike Authority (the "Authority") owns Parcel 450, Section 11, also known as Block 735, Lot 21.02, Upper Township, Cape May County, consisting of ± 0.15 acres of vacant land which is non-contiguous to Authority right-of-way, entirely surrounded by property owned by Robert Ratosky.

Mr. Ratosky, while preparing for improvements to his property, contacted the Authority seeking to purchase the Property, after title work was prepared on his property, indicating that the Authority may own the Property. In accordance with the Authority's regulations for the sale of surplus property, N.J.A.C. 19:9-2.6, the Law Department has circulated information regarding the Property to the Chief Engineer, the Director of Maintenance, the Director of Operations, the Chief Information Officer (ITS), and the Authority's Engineering Consultant, HNTB Corporation, for

review. Each has reviewed information regarding the Property, and all have certified that the Authority no longer requires the Property and does not see any future use of the Property by the Authority. The Property has been valued at \$4,000, has been certified by the various departments as surplus to the Authority's needs and will be disposed of pursuant to the Authority's Regulations for the Sale of Surplus Property N.J.A.C. 19:9-2.6, and the Authority's By-Laws.

Accordingly, it is recommended that authorization be given to declare the Property surplus to the Authority's needs. It is further recommended that the Executive Director be authorized to take any steps necessary to sell Parcel 450, Section 11 for the fair market value of \$4,000, in accordance with the Authority's regulations for the sale of Surplus Property, N.J.A.C. 19:9-2.6 and the Authority's By-Laws. It is further recommended that the Authority's Commissioners authorize the Executive Director to execute any such other documents and take any such other actions as are deemed necessary to effectuate the intent of this authorization.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Board unanimously approved item numbers 273-11-2020 through 276-11-2020; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ-SCACCETTI
YES	YES	YES	YES	YES	ABSENT	YES

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ENGINEERING

Chief Engineer, Robert Fischer, requested approval of item numbers 277-11-2020 through 283-11-2020. Moved are the items as follows:

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PUBLIC BIDS SOLICITATIONS

277-11-2020

In a document dated October 29, 2020, Recommendation to Award Contract No. P200.491, Garden State Parkway, Joseph M. Sanzari, Inc., Culvert Rehabilitation Milepost 111.5, R-160591, Budget Code: 390LONGTRM, Amount: \$5,670,490.00, was approved.

This contract will provide for the structural rehabilitation of twin 132" diameter corrugated metal pipe (CMP) culverts under the Garden State Parkway Northbound and Southbound, Express and Local Roadways at Milepost 111.5 in Middletown Township, Monmouth County, New Jersey. The work also involves the rehabilitation of a 48" diameter CMP, rip rap installation, headwall repairs and other miscellaneous work at this location in Monmouth County. All work is

expected to be completed by May 2022.

Thirteen (13) bid proposals were received on October 23, 2020 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal in the amount of \$5,670,490.00 may be compared to the second low bidder in the amount of \$6,379,695.00. The low bid is significantly lower than the Engineer's Estimate in the amount of \$8,310,000.00, which is likely due to the experience the contractor has gained performing similar recent work in the vicinity. It should be noted that the Engineers Estimate was in line with the average of all thirteen (13) bids which were received. The low bidder, Joseph M. Sanzari, Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. P200.491 be awarded to the low bidder, Joseph M. Sanzari, Inc. of Hackensack, New Jersey in the amount of \$5,670,490.00. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006).

The General Consultant, HNTB Corporation, concurs with this recommendation.

278-11-2020

In a document dated November 12, 2020, **Recommendation to Award Contract No. T500.554, New Jersey Turnpike, Dandrea Construction Co, Inc., Construction of Pre-Engineered Metal Building at Maintenance District TMD1, MP 13.0, R-160593, Budget Code: 040C00064, Amount: \$2,076,534.14**, was approved.

This contract will provide for the construction of a pre-engineered metal storage building at Turnpike Maintenance District 1 and associated sitework at Milepost 13.0 NB in Gloucester County. All work is expected to be completed by August 2021.

Four bid proposals were received on October 21, 2020 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal in the amount of \$2,076,534.14 may be compared to the second low bidder in the amount of \$2,368,997.00. The low bid proposal was significantly lower than the Engineer's Estimate in the amount of \$2,504,545.00. A review of the low bid reveals the primary differences are related to the Mobilization and Field Office pay items. A post-bid conference call was held with the low bidder on October 29, 2020 to review this matter. The low bidder affirmed their confidence in their bid which in part relates to the local proximity of the contractor's office. The low bidder, Dandrea Construction Co., Inc. has not performed work for the Authority before but has performed similar work for Bridgeton Township and Pennsauken Public School and is considered competent to

complete this contract.

It is, therefore, recommended that Contract No. T500.554 be awarded to the low bidder, Dandrea Construction Co., Inc. of West Berlin, New Jersey in the amount of \$2,076,534.14. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006).

The General Consultant, HNTB Corporation, concurs with this recommendation.

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ORDER FOR PROFESSIONAL SERVICES

279-11-2020

In a document dated October 29, 2020, **Recommendation to Issue Order for Professional Services No. P3705, Garden State Parkway, WSP USA, Inc., Supervision of Construction Services for Contract No. P200.491, Culvert Rehabilitation, MP 111.5, R-160594, Budget Code: 390LONGTRM, Amount: \$990,000.00,** was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. P200.491, Culvert Rehabilitation, Milepost 111.5. These services include construction inspection, material testing, record keeping, preparation of payment estimates, and other services required to ensure compliance with the contract documents.

This assignment is classified as a "Simple Project" based on the scope of work being clearly defined and not likely to change during the course of the project, and the cost not exceeding \$2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and fifty-four (54) engineering firms were prequalified and eligible under Profile Code: B-153, Roadway Construction Inspection. Nine firms submitted EOIs by the closing date of September 10, 2020.

Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from the top three technically ranked firms. The firms in the order of ranking are: 1) WSP USA, Inc.; 2) Gannett Fleming, Inc.; and 3) IH Engineers, P.C. The fee submitted by WSP USA, Inc. has been reviewed, negotiated and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. P3705 be issued to the firm of WSA USA, Inc. of Lawrenceville, New Jersey, in an amount not to exceed \$990,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.35 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary

expenses. The award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. These professional services were procured, and the recommended firm was selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

280-11-2020

In a document dated October 29, 2020, **Recommendation to Issue Order for Professional Services No. T3774, New Jersey Turnpike, KS Engineers, P.C., Supervision of Construction Services for Contract No. T500.554, Construction of Pre-Engineered Metal Building at Maintenance District No. TMD1, Milepost 13.0, R-160595, Budget Code: 040C00064, Amount: \$410,000.00**, was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. T500.554, Construction of Pre-Engineered Metal Building at Maintenance District No. TMD1, Milepost 13.0. These services will include construction inspection, material testing, record keeping, preparation of payment estimates, and other services required to ensure compliance with the contract documents.

This assignment is classified as a "Simple Project" based on the scope of work being clearly defined and not likely to change during the course of the project, and the cost not exceeding \$2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and forty (40) engineering firms were prequalified and eligible under Profile Codes: B-151, Construction Management and B-159, Building Construction & Renovations Inspection. Five firms submitted EOIs by the closing date of September 24, 2020.

Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from the top three technically ranked firms. The firms in the order of ranking are: 1) KS Engineers, P.C.; 2) Urban Engineers, Inc.; and 3) Naik Consulting Group, P.C. The fee submitted by KS Engineers, P.C. has been reviewed, negotiated and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. T3774 be issued to the firm of KS Engineers, P.C. of Newark, New Jersey, in an amount not to exceed \$410,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.35 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses. The award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having

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no objection to same. These professional services were procured, and the recommended firm was selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

281-11-2020

In a document dated October 27, 2020, **Recommendation to Issue Order for Professional Services Nos. P3798 and P3799, Garden State Parkway, Dewberry Engineers Inc. - OPS No. P3798, Van Cleef Engineering Associates, LLC - OPS No. P3799, Order for Professional Services No. P3798, Design Services for Contract No. P100.561, Bridge Repairs and Resurfacing, MP 0 to 126 (2022, R-160597, Budget Code: 030C20001E, Funding Allocation:\$970,000.00 FY 2021, \$230,000.00 FY 2022, Amount: \$1,200,000.00, and Order for Professional Services No. P3799, Design Services for Contract No. P100.562, Bridge Repairs and Resurfacing, MP 126 to 172 (2022), R-160598, Budget Code: 030C20001E, Funding Allocation: \$980,000.00 FY 2021, \$230,000.00 FY 2022, Amount:\$1,210,000.00,** was approved.

Through this single procurement process, the Authority will select two consultants to furnish design services and prepare construction contract documents for the annual bridge deck and miscellaneous structural repair contracts for 2022, which will address the southern and northern portions on the Parkway.

These assignments are classified as "Simple Projects" since the scopes of work are clearly defined and not likely to change during the course of the project, and the cost of each is less than \$2,000,000.00. The Solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and 47 engineering firms were prequalified and eligible under Profile Codes: A092 – Bridges: Miscellaneous Repairs and A093 – Bridges: Deck Replacement and Rehabilitation. Six firms submitted EOIs by the closing date of September 15, 2020.

The scoring of the EOIs by the Review Committee resulted in the following order of ranking of the three firms: 1) Van Cleef Engineering Associates, LLC, 2) Dewberry Engineers Inc., and 3) Arora & Associates, P.C. These three firms were requested to submit sealed Fee Proposals, which were received and have been reviewed. A review of the fee proposal of the highest technically ranked firm, Van Cleef Engineering Associates, LLC for OPS No. P3799 (their preferred OPS) was negotiated and resulted in a reduction in their proposal. Subsequently, a review of the fee proposal of the second highest technically ranked firm, Dewberry Engineers Inc. for OPS No. P3798 was negotiated, which resulted in a reduction in their fee proposal. Both fees are considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. P3798 be issued to the firm of Dewberry Engineers Inc. of Bloomfield, NJ, not to exceed the amount of

\$1,200,000.00 allocated as follows: \$970,000.00 in FY 2021 and \$230,000.00 in FY 2022. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.80 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses.

It is further recommended that Order for Professional Services No. P3799 be issued to the firm of Van Cleef Engineering Associates, LLC of Freehold, NJ, not to exceed the amount of \$1,210,000.00 allocated as follows: \$980,000.00 in FY 2021 and \$230,000.00 in FY 2022. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.59 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses.

The issuance of these OPS' are contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardees, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. These professional services were procured, and the recommended firms were selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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FINAL ACCEPTANCES

282-11-2020

In a document dated November 5, 2020, **All work performed on each of the construction contracts listed below have been completed in accordance with the contract documents and to the satisfaction of the Engineering Department. Accordingly, it is recommended that these contracts be deemed complete and approved for Final Acceptance. The table below lists each contract and includes pertinent Change Order and financial information including the final payment amount due the Contractor upon Final Acceptance,** was approved.

Contract No.	Contractor	Award Total Amount	No. of Change Orders	Additions/ Reductions	Final Total Contract Amount	Final Payment Amount
T500.355	Patock Construction Company, Inc.	\$14,270,104.00	3	\$373,756.76	\$14,643,860.76	\$296,650.24
A200.447-1	Jen Electric, Inc.	\$267,585.00	5	(\$38,793.65)	\$228,791.35	\$4,575.82
Total						\$301,226.06

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultant and the Chief Engineer. All required contract documents including the Engineer's Final Certifications, Maintenance Bonds, Affidavit of Prevailing Wage and the Final Payment certificates have been submitted to the Law Department and approved as to correctness

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of form. Furthermore, the Contractors have certified that there are no liens outstanding against the Contractors. Accordingly, it is recommended that each contract listed above be accepted and final payment in the amounts shown above be made to the Contractors.

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ACKNOWLEDGE REPORTS OF
ENGINEERING EXPENDITURES UNDER DELEGATED AUTHORITY

283-11-2020

The Board acknowledges the reports of Engineering Expenditures Under Delegated Authority as indicated below:

- Construction Contract Progress Summary
- Change Order Summary
- Utility Order Report

On motion Treasurer DuPont and seconded by Commissioner Gravino the Board unanimously approved item nos. 277-11-2020 through 282-11-2020; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda. The Authority unanimously accepted the reports contained in item number 283-11-2020 and received same for file.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ- SCACCETTI
YES	YES	RECUSED	YES	YES	ABSENT	YES

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PROCUREMENT AND MATERIALS MANAGEMENT (“PMM”)

Director of Procurement and Materials Management Dale Barnfield, requested approval of item numbers 284-11-2020 through 289-11-2020. Moved are the items as follows:

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PUBLIC BIDS

284-11-2020

In a document dated November 6, 2020, **Hook-Lift Mounted Crane, Tony Sanchez, Ltd., R-159833 (Operations, Maint. Div.), Budget Code: 049 00 500 156555 040C07021, Amount: \$124,350.00**, was approved.

Under this contract, Tony Sanchez, Ltd. will provide one (1) hook-lift mounted medium duty crane with flatbed body and accessories. This unit will be used on existing Authority hook-lift tandem vehicles. The bid was fully advertised and the ten (10) vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On November 5, 2020, a sole bid was received as follows:

<u>Vendor</u>	<u>Total Bid Price</u>
Tony Sanchez, Ltd., Ledgewood, NJ	\$124,350.00

Departmental Estimate: \$130,000.00

Bids were procured, and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority’s enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008) and having no objection to same.

Accordingly, authorization is requested to award a contract for one (1) hook-lift mounted medium duty crane to Tony Sanchez, Ltd for a total amount not to exceed \$124,350.00.

285-11-2020

In a document dated November 6, 2020, **Remote Control Slope Mowers (2), Garden State Bobcat, Inc., R-160301 (Operations, Maint. Div.), Budget Code: 049 00 500 156555 040C00024, Amount: \$319,992.00**, was approved.

Under this contract, Garden State Bobcat, Inc. will provide two (2) remote control slope mowers with two (2) mowing flails and two (2) forestry cutter heads. The units will be used by the Maintenance Division on both Roadways. These mowers are used in areas where conventional mowers either do not fit or where the slope of the terrain is too steep, such as retention basins, catch basins, and steep embankments where conventional mowing may be unsafe. The bid was fully advertised and the seven (7) vendors listed in the Authority’s database for the referenced commodity were notified of the procurement. On October 29, 2020, a sole compliant bid was received as follows:

<u>Vendor</u>	<u>Total Bid Price</u>
Garden State Bobcat, Inc., Freehold, NJ	\$319,992.00

Departmental Estimate: \$325,000.00

Non-Compliance:

An additional bid was received from Energreen America, Inc. (“Energreen”) of Augusta, GA in the amount of \$272,190.52. This bidder, however, failed to acknowledge that their facility for warranty service and manufacturers facility for parts and service is within the specified range of distance. Section IV “General Instructions and Specifications” , subsections WARRANTY and FACILITIES both clearly state: *The manufacture(s) whose associated equipment or products are bid shall have a full-service warranty and parts supply facility that can guarantee availability of parts within 24 hours after telephone order and shall be located within a 100-mile radius of either District 4 Maintenance Facility (exit 8 on the NJ Turnpike) located in Hightstown, NJ 08520 or Telegraph Hill Central Maintenance Facility (exit 116 on the GSP) located in Holmdel, NJ 07733.* Energreen listed its closest facility as Stephenson, VA which is 271 miles from Holmdel and 252

miles from Hightstown. This is unacceptable due to timeliness of warranty work, service and parts deliveries. Thus, it is recommended that the bid submitted by Energreen America, Inc. be rejected.

Bids were procured, and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008) and having no objection to same.

Accordingly, authorization is requested to award a contract for two (2) remote control slope mowers with two (2) mowing flails and two (2) forestry cutter heads to Garden State Bobcat, Inc. for a total amount not to exceed \$319,992.00.

286-11-2020

In a document dated November 6, 2020, **Uniform Rental and Cleaning Service, Clean Rental Services, Inc., RM-158065 (Operations, Maint. Div.), Budget Code: Various, Amount: \$145,755.20 (2-Year Contract)**, was approved.

Authorization is requested to award a contract for uniform rental and cleaning services for the Maintenance Division of Operations for a two-year period. The Authority is required to provide these services for certain Maintenance personnel under existing union contracts. Bidders were required to quote unit and total costs for weekly renting and cleaning 20 items of uniforms and accessories, including shirts, pants, coveralls and safety vests. The bid was fully advertised and the five (5) vendors listed in the Authority's database for the referenced service were notified of the procurement. On October 19, 2020, two (2) bids were received.

<u>Vendor</u>				<u>Total (Annual) Bid Price</u>	<u>Total (Two-Year) Amount</u>
Clean Rental Services, Inc.	Philadelphia, PA.			\$ 72,877.60	\$ 145,755.20
American Wear, Inc.	East Orange, NJ			\$ 80,987.86	\$ 161,975.72

Departmental Estimate: \$70,000.00 annually (\$140,000.00 2-years)

No responsive bids were received that would comply with *N.J.S.A. 34:6-160a*, which requires that all contracts with New Jersey State entities for the provision of apparel provide apparel that is produced in the United States. After consultation with the Department of Labor and Workforce Development, and the Department of Treasury, Division of Purchase and Property, the PMM Department recommends award of the contract to Clean Rental Services, Inc. as the lowest responsible bidder, notwithstanding the lack of compliance with *N.J.S.A. 34:6-160a*.

Bids were procured, and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is

contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008) and having no objection to same.

Accordingly, authorization is requested to award a two-year contract to Clean Rental Services, Inc. for a total amount not to exceed \$145,755.20, subject to availability of funding at the time of service. Authorization is further requested for the Executive Director to approve each of the two, one-year extensions upon satisfactory performance by the contractor.

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STATE/GOVERNMENT CONTRACTS

287-11-2020

In a document dated November 6, 2020, **Business Intelligence and Business Analytics Platform, Insight Public Sector, Inc., RM-161091 (ITS), Budget Code: 049 00 830 156555 040C00077, State Contract No. 89853 expiring 6/30/2021, Amount: \$ 786,901.81,** was approved.

Under this contract, Insight Public Sector, Inc. will provide and implement an enterprise-wide common Business Intelligence and Business Analytics platform by Tableau Software that will enable users to create and validate single source of truth data models to be used in providing insights into the operations of the Authority and timely information on Key Performance Indicator reports (KPI's) to management. This contract also includes licensing and support for three years. The software, licenses and support are available from NJ State Contract No. 89853 expiring 6/30/2021.

This procurement, under State Contract No. 89851 is in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey. Furthermore, the State Contract Index M-0003 provides access to several software providers and, therefore, requires agencies to seek multiple quotes to ensure the most competitive pricing. Quotes were solicited from five (5) authorized dealers and quotes were received as follows:

<u>Vendor</u>	<u>Total Price</u>
Insight Public Sector, Inc., Tempe, AZ (NJ State Contract No. 89853)	\$786,901.81
CDW Government, LLC, Vernon Hills, IL (NJ State Contract No. 89849)	\$792,010.85
SHI International Corp., Somerset, NJ (NJ State Contract No. 89851)	\$803,302.07

Accordingly, authorization is requested to award a contract under State Contract No. 89853 for a business intelligence and business analytics platform to Insight Public Sector, Inc. for an amount not to exceed \$786,901.81.

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288-11-2020

In a document dated November 6, 2020, Generator Maintenance, EMR Power Systems, Inc., RM-158021 (Operations, Maint. Div.), Budget Code: Various, State Contract No. 20-GNSV2-00277 expiring 5/31/2023, Amount: \$ 876,000.00 (2 Years), was approved.

Under this contract, EMR Power Systems, Inc. will provide all labor, materials, services, equipment and tools to perform required preventive maintenance, testing and repair services on generator sets and transfer switches at facilities on both Roadways. Facilities include toll plazas, service areas, and NJ State Police (Troop D) locations. These preventive maintenance and repair services for generators is available from NJ State Contract 20-GNSV2-00277 expiring 5/31/2023.

This procurement, under State Contract No. 20-GNSV2-00277 is in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. 20-GNSV2-00277 for preventive maintenance and repair services for generators to EMR Power Systems, Inc., for a two-year period, in the amount not to exceed \$876,000.00.

289-11-2020

In a document dated November 6, 2020, At prior Board of Commissioners meetings, the Authority approved purchases (up to a maximum authorized dollar amount) from the vendor listed herein under the New Jersey State contract referenced below. The licensing requirements procured under referenced State contract have since been modified and additional funds are needed to purchase these necessary licenses through the term of the State contract, was approved.

Description / Original Agenda Item	Vendor Name	Requisition Number	NJTA Contract No.	NJ State Contract No. Expiration	Current Authorized Amount	New Authorized Amount	Requested Increase Amount
(T-2760) Automotive Parts for Light Duty Vehicles (Class 4 or Lower)	Freehold Ford, Inc. Freehold, NJ	RM-160874 (Inventory)	2831	19-FLEET-00918 08/04/2022	\$190,000.00	\$315,000.00	\$125,000.00
Total							\$125,000.00

The original procurement, under the State contract, was in accordance with *N.J.A.C. 19:9-2.5(a)*, promulgated pursuant to *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, given that the licensing requirements under the referenced State Contract has been increased through the expiration date of this contract, approval is hereby requested to increase the Authority’s current authorized amount to the new authorized amount stated above, subject to funding availability at the time of order.

On motion by Treasurer Dupont and seconded by Commissioner Gravino the Board unanimously approved item numbers 284-11-2020 through 289-11-2020; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ- SCACCETTI
YES	YES	YES	YES	YES	ABSENT	YES

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GENERAL BUSINESS

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OPERATIONS

Director of Operations Kevin Dunn requested acceptance of item number 290-11-2020.
Moved is the item as follows:

290-11-2020

Director of Operations Kevin Dunn requested acceptance of Volumes and Crash Synopses for the Garden State Parkway and New Jersey Turnpike: Period 01/01/2020 through 10/31/2020; with 2019-2020 Yearly Comparisons through October 2020.

On motion by Treasurer DuPont and seconded by Commissioner Gravino the Board unanimously accepted item number 290-11-2020; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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STATE POLICE

Major Terence Carroll requested acceptance of item number 291-11-2020. Moved is the item as follows:

291-11-2020

Major Terence Carroll requested acceptance of the New Jersey State Police Troop D Activity Reports for October 2020, with 2019 – 2020 Yearly Comparisons.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Authority unanimously accepted the reports contained in item number 291-11-2020 and received same for file.

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FINANCE

Chief Financial Officer Donna Manuelli requested acceptance of item number 292-11-2020. Moved is the item as follows:

292-11-2020

Chief Financial Officer Donna Manuelli presented the Financial Summary for the Ten (10) months ended October 31, 2020, was accepted.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Board unanimously accepted item number 292-11-2020; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

Chief Financial Officer Donna Manuelli requested approval of item number 293-11-2020. Moved is the item as follows:

293-11-2020

In a document dated November 23, 2020, Authorization to Enter into a Direct Purchase Agreement for Turnpike Revenue Bonds Series 2020D, was approved.

Authorization is requested to enter into a Bondholder Agreement with Barclays Capital Inc. for the direct purchase of \$151,600,000 of Turnpike Revenue Bonds, Series 2020 D ("2020 D Bonds"). At the January 31, 2020 Commission Meeting (Agenda No. 035-01-2020) the Board authorized the adoption of the Series 2020 Turnpike Revenue Bond Resolution ("Resolution") and authorized the Executive Director to execute all documents necessary to finalize transactions contemplated in the Resolution. Among several options, the Resolution authorized the Authority to refund the Series 2017C bonds through a direct purchase of fixed rate or variable rate bonds, and to terminate any existing interest rate swap agreements if required. The Series 2017C bonds are variable rate bonds that mature on 1/1/2028 but have a mandatory tender on 1/1/2021. If the bonds are not refunded by 1/1/2021, the interest rate on the bonds will increase.

In order to avoid the escalation of the interest rate on the bonds which will result in additional cost for the Authority, the Authority must refund the bonds before 1/1/2021. In order to refund the Series 2017C Bonds, the Authority must issue new bonds, which will be the Series 2020D Bonds, the proceeds of which will be used to refund the Series 2017C Bonds. To accomplish the refunding, the Authority issued a Request for Proposal (RFP) to procure a bank to directly purchase the Series 2020D Bonds. Since the 2017C Bonds are variable rate bonds with an associated Interest Rate Swap Agreement, the Authority asked firms to propose both fixed and variable rate refunding structures so that the Authority could review the alternatives and select the structure which would achieve the lowest cost of funds with the least risk. In addition to proposing an interest rate (either fixed or variable) plus a spread to determine the interest to be paid on the bonds, the firms were asked to provide estimated not to exceed closing costs for legal

fees and expenses.

The RFP was fully advertised, and the 14 commercial banks listed in the Authority's database were notified of the procurement. On November 18, 2020, six (6) proposals were received. Proposals were procured, and authorization is being sought to award this contract in accordance with *N.J.S.A. 27:23-1 et seq.*, the Authority's enabling legislation, *N.J.A.C. 19:9-2.2*, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

A review committee was established and included the Chief Financial Officer, the Deputy Executive Director, and the Director of Internal Audit. The Authority's financial advisor participated as a non-voting member of the committee. Based upon the scoring by the review committee, it was determined that Barclays Capital Inc. was the high scorer with a total score of 93.3. The Authority's financial advisor and staff reviewed the proposals received and determined that the preferred alternative which provided the lowest cost of capital at the least risk was a fixed rate refunding option. Fixed rates are currently extremely low, and even when considering the cost to terminate the existing interest rate swap agreement on the bonds, the fixed rate alternative results in a lower cost than a variable rate refunding which would leave the swap outstanding. In addition, choosing a fixed rate option allows the Authority to reduce its variable rate debt and interest rate swap agreement portfolio, which are higher risk alternatives compared to fixed rate refinancing. A fixed rate refunding also eliminates any risk from using London Interbank Offering Rates (LIBOR) rates which would have to be transitioned to an alternative index when LIBOR is no longer quoted at the end of 2021. While the Authority did receive good proposals from all the firms, Barclays Capital Inc. was the only firm which offered a fixed rate refunding option that would not only refund the Series 2017C Bonds, but also provide funding for the payment required to terminate the existing interest rate swap agreement. The Authority would not be required to use any of its own funds to complete the refunding and would only be required to pay closing costs which are capped at \$100,000. In addition to providing a comprehensive solution, Barclay's proposed a timeline which would allow closing to occur prior to 1/1/2021 with time built in for unforeseen issue. Finally, the Authority has already entered into a Direct Purchase Agreement with Barclays Capital Inc. under tight timelines, which gave the review committee confidence that they could meet the required closing date.

Accordingly, authorization is requested to enter into a Bondholder Agreement with Barclays Capital Inc. for the direct purchase by Barclays Capital Inc of \$151,600,000 of Series 2020D Turnpike Revenue Bonds on a fixed rate basis equal to the 1/1/2028 MMD rate (at closing) plus 60 basis points. The current interest rate based on this formula is estimated to be about 1.04%. The bonds will mature on 1/1/2028. Authorization is also requested to terminate

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the existing Interest Rate Swap Agreement on the Series 2017 Bonds, and delegate authority to the Executive Director to execute all documents required to complete the refunding of the 2017C Bonds on a fixed rate basis and issue the 2020 Series D Bonds. Closing costs, which include legal fees and expenses, will not exceed \$100,000. The total interest to be paid to Barclay's over the seven (7) year life of the bonds is estimated to be \$42,700,000 which is about \$6,100,000 in interest expense, all subject to funding availability at the time of closing.

On motion by Treasurer DuPont and seconded by Vice Chair Diaz the Board unanimously approved item number 293-11-2020; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ- SCACCETTI
YES	YES	YES	YES	YES	ABSENT	YES

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EXECUTIVE

Deputy Executive Director James Carone requested approval of item number 294-11-2020 through 296-11-2020. Moved are the items as follows:

294-11-2020

In a memorandum dated October 21, 2020, Authorization to Increase the Previously-Authorized Amount to Provide for Direct Payment to HMS Host Tollroads Inc.'s Contractor on an Interim Basis, in accordance with the Memorandum of Understanding between HMS Host Tollroads, Inc. and the Authority, dated April 16, 2020, was approved.

By way of brief background, HMS Host Tollroads, Inc. ("HMS Host"), the Authority's Restaurant Operator, had previously engaged Vericon Construction Company ("Vericon") to perform (i) curb-in work at various service areas, the costs for which HMS Host is solely responsible under the 2017 Operating Agreement between the Authority and HMS Host, and (ii) curb-out work, the costs for which the Authority is solely responsible. As well, Vericon was engaged by HMS Host to complete certain improvements that Sunoco Retail, LLC ("Sunoco"), the Authority's Gasoline Operator, was obligated to complete pursuant to the Gasoline Operator Agreement. During the progress of Vericon's work, while the Pandemic was first raging, HMS Host advised that it could not continue to pay Vericon, including for the Authority's curb-out work, for which the Authority was to reimburse HMS Host, and Sunoco's improvements, for which Sunoco was to reimburse HMS Host.

Accordingly, on April 16, 2020, the Authority entered into a Memorandum of Understanding ("MOU") with HMS Host, pursuant to which the Authority agreed to make direct payments, up to \$40 million, to Vericon to ensure continuance of Phase 2 Improvements at the Vince Lombardi and Richard Stockton Service Areas on the Turnpike and the Forked River

Service Area on the Parkway (the "Service Areas").

Since that time, however, as explained in the attached memorandum from the Authority's Chief Engineer, certain change orders for curb-out work, reviewed and accepted by the Engineering Department, totaled \$3.8 million, and curb-in work increased by approximately \$2.7 million, in great part due to additional work required by the Department of Community Affairs in order to have temporary certificates of occupancy issued so that the Service Areas could reopen with Select Concepts, as outlined in the MOU, and resume serving patrons. The foregoing unforeseen events, total \$6.5 million. However, in order to address any additional unforeseen events that may occur as the work winds down, the Engineering Department is recommending that an additional \$3.5 million, representing approximately nine (9%) per cent above the initial \$40 million, be authorized, for a total additional authorization of \$10 million.

Further, as provided in the April 16, 2020 MOU, HMS Host shall commence reimbursing the Authority on January 16, 2021 in accordance with the MOU, for costs related to its curb-in work and Sunoco's work, currently estimated at \$29.4 million. The Authority's portion of the authorized \$50 million currently stands at \$17.1 million for curb-out work.

In summary, it is recommended that the Authority authorize the Executive Director to amend the April 16, 2020 MOU memorializing the foregoing and permitting the Authority to make direct payments to Vericon up to an additional \$10 million for the Phase 2 work, thus increasing the total not-to-exceed authorized amount under the MOU to \$50 million.

[Memorandum dated November 23, 2020 from Robert Fischer, Chief Engineer attached
hereto.]

Recommendation to Modify MOU Agreement between HMTS Toll Road Inc. and New
Jersey Turnpike Authority-Phase II Service Area Improvements

295-11-2020

In a memorandum dated November 23, 2020, **Authorization to Enter into a Joint Memorandum of Agreement with IFPTE Locals 194, 196 (Chapters 1 and 12), and 200 and AFSCME Local 3914 and the New Jersey Turnpike Authority relative to Compensation, Health Benefits and certain other joint issues**, was approved.

On November 23, 2020, IFPTE Locals 194, 196 (Chapters 1 and 12), and 200 and AFSCME Local 3914 and the New Jersey Turnpike Authority entered into a Memorandum of Agreement ("MOA") relative to but not limited to; compensation, health benefits, and various other joint issues. The MOA has a term of July 1, 2019 through June 30, 2023.

This MOA provides for across the board salary increases for the above Union employees as follows:

- Effective July 1, 2019 – 2%
- Effective July 1, 2021 – 2%
- Effective January 1, 2022 – 2%
- Effective July 1, 2022 – 2%

All steps for all job classifications within the bargaining unit shall also be increased by the across-the-board increases set forth above.

The MOA also outlines the following significant provisions:

- Health Benefits – the addition of a cost-effective new health care plan design
- Joint policies pertaining to Job Protection, Grievance, Discipline, and Attendance

The fully executed MOA shall be made a part hereto this authorization and both parties recognize and agree that this MOA represents the entire understanding of parties.

Therefore, approval of this MOA is respectfully requested.

[Joint Issues-Memorandum of Agreement – attached hereto]

296-11-2020

In a memorandum dated November 23, 2020, **Authorization to Enter into A Memorandum of Agreement with IFPTE Local 194 and the New Jersey Turnpike Authority for a Successor Collective Bargaining Agreement**, was approved.

On November 23, 2020, IFPTE Local 194 and the New Jersey Turnpike Authority entered into a Memorandum of Agreement ("MOA") relative to but not limited to;

compensation, health benefits, the restoration of a joint Labor/Management Committee and various other work rules. The MOA has a term of July 1, 2019 through June 30, 2023.

This MOA provides for across the board salary increases for Local 194 employees as follows:

- Effective July 1, 2019 – 2%
- Effective July 1, 2021 – 2%
- Effective January 1, 2022 – 2%
- Effective July 1, 2022 – 2%

All steps for all job classifications within the bargaining unit shall also be increased by the across-the-board increases set forth above.

The MOA also outlines the following significant provisions:

- Health Benefits – the addition of a cost-effective new health care plan design
- Restoration of a joint Labor/Management Committee
- The formation of a Title and Pay Parity Committee

The fully executed MOA shall be made a part of this authorization and both parties recognize and agree that this MOA represents the entire understanding of the parties.

Therefore, approval of this MOA is respectfully requested.

[Memorandum of Agreement, IFPTE Local 194 and NJTA attached hereto]

On motion by Commissioner Pocino and seconded by Treasurer DuPont the Board unanimously approved item numbers 294-11-2020 through 296-11-2020; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

DIAZ	DuPONT	POCINO	GRAVINO	MINELLA	SALERMO	GUTIERREZ-SCACCETTI
YES	YES	YES	YES	YES	ABSENT	YES

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The motion to adjourn was made by Treasurer DuPont and seconded by Commissioner Pocino, and, after the voice vote, the motion was duly adopted. The Board of Commissioners adjourned the meeting at 10:01 a.m., and advised that it will be held again on Tuesday, December 22, 2020 at 9:00 a.m., telephonically or at the Authority's headquarters building located at 1 Turnpike Plaza in Woodbridge, New Jersey.

ATTEST


Kim Schurman
Secretary to the Authority


John M. Keller
Executive Director

Date: November 24, 2020



New Jersey Turnpike Authority

Memorandum

November 23, 2020

TO: John M. Keller, Executive Director

SUBJECT: Recommendation to Modify MOU Agreement between HMS Toll Road Inc.
And New Jersey Turnpike Authority - Phase II Service Area Improvements

Agenda Item No. 100-03-2020, which was approved at the March 24, 2020 Commission Meeting, authorized the Executive Director to enter into a Memorandum of Understanding ("MOU") which, in part, permitted the Authority to make direct payments, not to exceed \$40 million, to HMS Host Toll Roads, Inc.'s ("HMS Host") contractor, Vericon Construction Company ("Vericon"), for the Phase 2 Service Area work underway at Vince Lombardi and Richard Stockton Service Areas on the New Jersey Turnpike and the Forked River Service Area on the Garden State Parkway so that the affected Service Areas did not remain closed and unavailable to Turnpike patrons.

The MOU estimated that of the \$40 million, approximately \$26.7 million would be required to complete the HMS Host/Sunoco curb-in work and approximately \$13.3 million would be required to complete the curb-out work, which is the Authority's obligation under the 2017 Operating Agreement with HMS Host. As construction continued, unforeseen issues and working conditions have resulted, including issues related to the unprecedented effects of the COVID-19 pandemic. This unanticipated work will require that an additional \$10 million be processed through this MOU to pay Vericon for the completed but unanticipated work.

The \$10 million includes an additional \$2.7 million curb-in work resulting from extra work required to bring the affected Service Areas to completion in order to obtain a Temporary Certificate of Occupancy ("TCO") from the Department of Community Affairs ("DCA"). Unanticipated overtime was required as a result of the COVID-19 pandemic which resulted in additional labor shifts on site to maintain social distancing. Double shifts were necessary to facilitate the schedule and keep the workforce separate. Unforeseen field changes were required due to building fit-out revisions necessary in order to bring certain concepts on line that were different from those originally anticipated during preparation of the MOU. Concept changes, post MOU, required rework of previously constructed areas including modification to utilities (gas, water and electric) not anticipated prior to the MOU.

Approximately \$3.8 million of unanticipated extra work resulted from change orders issued for curb-out work, including unforeseen site conditions and replacement of additional deteriorated curbing, additional paving, sidewalk, stairways, drainage, and utility installation not anticipated in the MOU. Combining the \$2.7 million curb-in work, \$3.8 million curb-out work identified to date, and allowing an additional \$3.5 million (approximately 9% of the original \$40 million estimated budget) for contingencies in the event additional unforeseen circumstances arise in these uncertain times, will require an additional authorization of \$10 million to provide compensation to Vericon

November 23, 2020

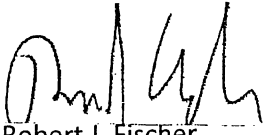
Page 2

John M. Keller, Executive Director

Recommendation to Modify MOU Agreement between HMS Toll Road Inc.
And New Jersey Turnpike Authority - Phase II Service Area Improvements

033122

and the subcontractors working on the project. Based on the above, it is recommended that the existing MOU between HMS Host and the Authority be amended to include the \$10 million shortfall.

A handwritten signature in black ink, appearing to read 'Robert J. Fischer', is written over a horizontal line.

Robert J. Fischer

Chief Engineer

AIN
295-11-2020

JOINT ISSUES – MEMORANDUM OF AGREEMENT - FINAL

633123

NJ TURNPIKE AUTHORITY

AND

IFPTE LOCALS 194, 196 (Ch. 1 and 12), and 200 and AFSCME Local 3914

JOINT ISSUES – MEMORANDUM OF AGREEMENT - FINAL

NJ TURNPIKE AUTHORITY

AND

IFPTE LOCALS 194, 196 (Ch. 1 and 12), and 200 and AFSCME Local 3914

NJ TURNPIKE AUTHORITY (“The Authority”) and IFPTE LOCALS 194, Local 196 Ch. 1, Local 196 Ch. 12, Local 200, and AFSCME Local 3914 (“Local Unions”) having engaged in negotiations for an agreement to succeed the current Collective Negotiations Agreement (“Agreement”) between the Authority and the Local Unions that expired on June 30, 2019, hereby agree to the following amendments to the Agreement as set forth below.

This Joint Memorandum of Agreement (“Joint MOA”) represents a complete package on the joint issues and no individual element of this Joint MOA is acceptable to the parties absent an agreement to the complete package set forth herein.

Therefore, the parties to this Joint MOA hereby agree to amend their respective Agreements as follows:

- 1. Compensation:
 - a. All employees covered by the Agreement that are on payroll effective upon the date of ratification shall receive the following across-the-board increases:

<u>Effective July 1, 2019:</u>	2.00%
<u>Effective July 1, 2021:</u>	2.00%
<u>Effective Jan. 1, 2022:</u>	2.00%
<u>Effective July 1, 2022:</u>	2.00%

All steps for all job classifications within the bargaining unit shall also be increased by the across-the-board increases set forth above.

- b. No Layoffs: In return for the deferral of what would have been the July 1, 2020 2% raise until January 1, 2022, the Authority agrees not to layoff any bargaining unit employees for a period of 18 months commencing July 1, 2020 through December 31, 2021 and agrees that if any bargaining unit employees are laid off prior to January 1, 2022, such members shall be made whole with respect to compensation and benefits. Further, the Turnpike agrees not to challenge the legal arbitrability of a grievance seeking to enforce this provision of the parties' collective bargaining agreement.
2. Health Benefits: **Schedule A attached** (Plan Design) with Exhibits M-1, M-2, M-3, M-4 and M-5 (Employee Contributions to Medical), Exhibits R-1 and R-2 (Employee Contributions to Prescription Drug Plan), Exhibits D-1 and D-2 (Employee Contributions to Dental benefits), and Exhibits V-1 and V-2 (Employee Contributions to Vision coverage).
3. Job Protection/Anti-Privatization: **Schedule B attached.**
4. Grievance: **Schedule C attached.**
5. Discipline: **Schedule D attached.**
6. Kronos/Attendance: **Schedule E attached.**
7. State of Emergency: **Schedule F attached.**
8. Drug and Alcohol Testing: The parties agree to continue to negotiate over the Authority's proposals concerning Drug and Alcohol testing (CDL and non-CDL). These negotiations are a continuation of the negotiations in which the parties were engaged for successor collective bargaining agreements. The Local Unions agree to provide the Authority with a written response to their proposals by no later than January 15, 2021. The written response shall include a list of specific issues, if any, that the Local Unions have with the Authority's proposals. The parties thereafter will meet and make best efforts to reach agreement on Drug and Alcohol testing by no later than February 15, 2021.
9. Temporary Disability Benefits and Workers Comp: The existing Temporary Disability Benefits shall remain in force and effect. However, the parties agree that commencing in January 2021, the parties will meet and negotiate over Temporary Disability Benefits, including the Authority's proposal that the contract provisions should be null and void and that the Authority should instead be bound by the provisions of State Law (i.e. N.J.S.A. 43:21-40). In the course of these negotiations over the Authority's proposal on Temporary Disability Benefits, the Local Unions may also make proposals Workers Compensation benefits. Absent mutual agreement between the Authority and the Local Unions, the existing Temporary Disability Benefits and Workers Compensation Benefits shall remain in effect.
10. Joint MOA: The parties agree that this Joint MOA, along with all Schedules and Exhibits that are attached hereto shall be made a part of the overall Memorandum of Agreement ("MOA") signed by each individual Local Union that is a party thereto. Each overall MOA will also include the specific amendments to each Local Union's Collective Negotiations Agreement that relate to issues specific to each Local. Absent agreement between a Local Union that is a

signatory to this Joint MOA and the Authority on a successor collective bargaining agreement, the provisions of this Joint MOA shall not be effective as to that Local Union.

11. Term of Agreement: The term of this Agreement is from July 1, 2019 through June 30, 2023.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this ____ day of November 20, 2020.

On behalf of NJ Turnpike Authority:


James Carone

On behalf of IFPTE Local 194

Barry Kushnir

On behalf of IFPTE Local 196-1

Sean McBride

On behalf of IFPTE Local 196-12

Steve Douglas

On behalf of IFPTE Local 200

Michael Calleo

On behalf of AFSCME Local 3914

Charles Ortiz

1. Term of Agreement: The term of this Agreement is from July 1, 2019 through June 30, 2023.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this 23rd day of November 20, 2020.

On behalf of NJ Turnpike Authority:

James Carone

On behalf of IFPTE Local 194

Barry Kushnir

On behalf of IFPTE Local 196-1

Sean McBride

On behalf of IFPTE Local 196-12

Steve Douglas

On behalf of IFPTE Local 200



Michael Calleo

On behalf of AFSCME Local 3914

Charles Ortiz

signatory to this Joint MOA and the Authority on a successor collective bargaining agreement, the provisions of this Joint MOA shall not be effective as to that Local Union.

11. Term of Agreement: The term of this Agreement is from July 1, 2019 through June 30, 2023.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this ____ day of November 20, 2020.

On behalf of NJ Turnpike Authority:

James Carone

On behalf of IFPTE Local 194

Barry Kushnir

On behalf of IFPTE Local 196-1

Sean McBride

On behalf of IFPTE Local 196-12

Steve Douglas

On behalf of IFPTE Local 200

Michael Calleo

On behalf of AFSCME Local 3914

 11-23-20

Charles Ortiz

that relate to issues specific to each Local. Absent agreement between a Local Union that is a signatory to this Joint MOA and the Authority on a successor collective bargaining agreement, the provisions of this Joint MOA shall not be effective as to that Local Union.

11. Term of Agreement: The term of this Agreement is from July 1, 2019 through June 30, 2023.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this ____ day of November 20, 2020.

On behalf of NJ Turnpike Authority:

James Carone

On behalf of IFPTE Local 194

Barry Kushnir

On behalf of IFPTE Local 196-1

Sean McBride

On behalf of IFPTE Local 196-12

Steve Douglas

On behalf of IFPTE Local 200

Michael Calleo

On behalf of AFSCME Local 3914

10. Joint MOA: The parties agree that this Joint MOA, along with all Schedules and Exhibits that are attached hereto shall be made a part of the overall Memorandum of Agreement ("MOA") signed by each individual Local Union that is a party thereto. Each overall MOA will also include the specific amendments to each Local Union's Collective Negotiations Agreement that relate to issues specific to each Local. Absent agreement between a Local Union that is a signatory to this Joint MOA and the Authority on a successor collective bargaining agreement, the provisions of this Joint MOA shall not be effective as to that Local Union.
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On behalf of NJ Turnpike Authority:

On behalf of IFPTE Local 194

James Carone

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On behalf of NJ Turnpike Authority:

James Carone

On behalf of IFPTE Local 194

Barry Kushnir

On behalf of IFPTE Local 196-1

Sean McBride

On behalf of IFPTE Local 196-12

Steve Douglas

On behalf of IFPTE Local 200

Michael Calleo

On behalf of AFSCME Local 3914

Charles Ortiz

SCHEDULE A

HEALTH BENEFITS

A. New Direct Access (NDA) Plan

Effective as soon as practicable following ratification, the plan design of the Authority's Direct Access Plan will be modified as follows:

1. **Out-of-Network Reimbursement Rate**: The rate will change from 90% of Fair Health to 225% of Medicare.
2. **Out-of-Network Deductible**: Increase from \$100/\$200 to \$200/\$500.
3. **Out-of-Network Out-of-Pocket Maximum**: No change
4. **Out-of-Network Coinsurance**: Decrease from 80% to 70%.
5. **Emergency Room Co-Pay**: Increase from \$50 to \$100 (waived if admitted).
6. **Acupuncture Visits**: Change Out-of-Network Acupuncture from unlimited visits to a maximum of 30 visits annually and increase coinsurance for Out-of-Network Acupuncture from 80/20 to 60/40.
7. **Chiropractor Visits**: Maintain overall maximum of 60 visits per year for all Chiropractor visits, but cap Out-of-Network visits to a maximum of 30 visits annually. Increase coinsurance for Out-of-Network Chiropractors from 80/20 to 60/40.
8. **Physical Therapy Visits**: Maintain unlimited in-network visits, but cap Out-of-Network visits to a maximum of 30 visits annually. Increase coinsurance for Out-of-Network Physical Therapists from 80/20 to 60/40.
9. **Prescription Drugs**:

- a. The Turnpike shall implement an Advance Control Formulary (ACF)

Plan participants, who are taking prescription drugs that are not on the ACF, will receive sixty (60) calendar days written notice prior to the participant's next fill date that one or more of their prescription drugs is not on the ACF. A participant's doctor may request that the participant continue to take the non-advanced formulary drug(s) based on a medical reason, with no penalty, by submitting a letter to CVS Caremark.

If there is a dispute over whether or not there is a medical reason for the participant to continue taking a drug that is not on the ACF, the participant shall utilize the CVS Caremark Formulary Exception Process which allows a

participant to have formulary coverage for a drug not covered by the CVS Caremark advanced formulary based on a medical reason.

While the initial appeal is pending as to whether there is a medical reason for participant to continue taking a non-ACF drug, the participant shall continue to pay the same co-pay they were paying for the prescribed drug prior to the establishment of the ACF. This paragraph applies only to prescribed drugs that an employee was already taking prior to the effective date of the ACF for that particular employee's Local Union.

If a dispute is decided in favor of the participant continuing to take a non-advanced formulary drug based on a medical reason, the participant shall pay the same co-pay he/she was paying prior to the establishment of the ACF.

- b. If an employee purchases a brand drug where there is a generic equivalent and there is no medical reason for the brand drug, the employee pays the difference between the generic and the brand. To accomplish this, the Authority will implement the standard Dispense as Written ("DAW") 2 and DAW 1 penalties in which members shall pay the generic copay plus the difference in cost between the generic drug and the brand name drug. In addition, the DAW 2 and DAW 1 alternative copays that are currently in place shall be removed.

If there is a dispute over whether or not there is a medical reason for the brand name drug, employees shall utilize the CVS Health standard "Brand Penalty" Exception Process, which allows members to waive the DAW penalties for a brand name drug if the member must utilize the brand name drug for medical necessity.

- c. Generic Mail Order will be \$0 copay. All other copays currently in effect for the prescription drug plan shall remain in effect.

10. **New Direct Access Plan:** The New Direct Access Plan shall retain all design features of the Authority's Current Direct Access (CDA) Plan – the Direct Access Plan that was in effect on November 1, 2020 – that are not expressly modified by paragraphs 1-10 above. All employees shall have the option for CY-2021 to remain in any of the existing Plans or to opt into the New Direct Access Plan. The following rules shall apply to plan selection in CY-2022 and thereafter:

- a. **For employees that opt to select the New Direct Access Plan in CY-2021 or CY-2022:** Employees who select the New Direct Access Plan in 2021 will have a one-time option to go back to the Current Direct Access Plan in 2022 and employees who select the New Direct Access Plan for the first time in 2022 will have a one-time option to choose to go back to the Current Direct Access Plan in 2023. Any employee that selects the New Direct Access Plan for CY-2021 and CY-2022 will no longer be eligible to select the Current Direct Access Plan in CY-2023 or thereafter. Any employee that selects the New Direct Access Plan for CY-2022 for the first time and then selects the New Direct Access Plan for

CY-2023 will no longer be eligible to select the Current Direct Access Plan for CY 2024 or thereafter. Employees who select the New Direct Access Plan in CY-2023 or after shall not have the option of returning to the Current Direct Access Plan.

- b. **For employees that opted for the Current Direct Access Plan in CY-2021:**
These employees will always be eligible, during open enrollment, to opt for the New Direct Access Plan for the upcoming calendar year.
- c. Open enrollment for the 2022 and 2023 plan years shall begin during the fourth quarter of 2021 and 2022 respectively and shall continue through at least December 1st.

11. **Employee Contributions:** The employee contribution rates for the New Direct Access Plan shall be based upon percentage of salary and are set forth in Exhibit M-2 attached effective January 1, 2021. On or before November 10, 2021, the Authority will notify the Local Union of the proposed amount of increases or decreases to the cost of the New Direct Access Plan for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the cost of the New Direct Access Plan rates, including the basis for the consultant's recommendations. The parties agree to meet and discuss appropriate increases or decreases to the employee contributions, if any, effective January 1, 2022. The parties shall make best efforts to agree upon the increased contribution amounts by no later than November 30, 2022. This process will occur annually as described above for the duration of this Agreement. Absent mutual agreement between the parties, the contribution rates in effect for plan year 2021 shall not change.

B. **Current Direct Access Plan:** The Current Direct Access Plan, with its current design, shall be offered as an option to employees at monthly contribution rates set forth in Exhibit M-1 to be effective January 1, 2021. No employee enrolled in the Current Direct Access Plan shall pay a higher percentage of the cost of benefits than the percentage that the employee would have paid under the Chapter 78 contribution rate schedule. On or before November 10, 2021, the Authority will notify the Local Union of the amount of increase or decrease to the fully insured equivalent rate of the Current Direct Access Plan for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the Current Direct Access Plan fully insured equivalent rates, including the basis for the consultant's recommendations. The monthly contribution rates set forth in Exhibit M-1 shall be increased or decreased effective January 1, 2022, if necessary, by the amount of the percentage increases that the consultant recommends based on the actual experience of the Plan, provided, however, that the percentage that an employee pays toward the cost of the Current Direct Access Plan cannot be increased above the percentage that the employee would have paid under Tier Four of Chapter 78. This process will occur annually as described above for the duration of this Agreement.

C. The OMNIA Tiered Network/HMO/HD/EP Plans: The employee contribution rates for the HMO/EPO are set forth in Exhibit M-3 attached. The employee contribution rates for the High Deductible Medical Plan are set forth in Exhibit M-4 attached. The employee contribution rates for the OMNIA Tiered Network HMO Medical Plan are set forth in Exhibit M-5 attached. No employee enrolled in the OMNIA Tiered Network, HMO, HD or EP Plans shall pay a higher percentage contribution rate than the employee would have paid under the Chapter 78 employee contribution rate schedule. On or before November 10, 2021, the Authority will notify the Local Union of the amount of increase or decrease to the fully insured equivalent rate of each of these plans for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the fully insured equivalent rates for the OMNIA Tiered Network, HMO, HD or EP Plans, including the basis for the consultant's recommendations. The employee contributions paid by employees pursuant to the contribution tables set forth in Exhibit M-3, M-4 and M-5 shall be amended effective January 1, 2022, if necessary, by the amount of the percentage increases or decreases that the consultant recommends based on the actual experience of the Plan, provided, however, that the percentage that an employee pays toward the cost of benefits cannot be increased above the percentage that the employee would have paid under Tier Four of Chapter 78. This process will occur annually as described above for the duration of this Agreement.

D. Prescription Drug Benefits: Employee contribution rates for the Prescription Plans are set forth in the attached Exhibit R-1 and Exhibit R-2. On or before November 10, 2021, the Authority will notify the Local Union of the proposed amount of increase to the fully insured equivalent rate of the Prescription Drug Plans for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The parties agree to meet and discuss appropriate increases to the employee contributions effective January 1, 2022. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the fully insured equivalent rates for the Prescription Drug Plans, including the basis for the consultant's recommendations. The parties shall make best efforts to agree upon the increased contribution amounts by no later than November 30, 2022. This process will occur annually as described above for the duration of this Agreement. Absent mutual agreement between the parties, the contribution rates in effect for plan year 2021 shall not change.

E. Retiree Health Benefits:

1. The Authority shall be responsible for the full cost of Lifetime Retiree Health Benefits, including the administrative fee, for employees who qualified for Lifetime Retiree Health Benefits prior to the effective date of Chapter 78 or who had 20 or more years of qualifying service on the effective date of Chapter 78. This group of retirees shall be offered the option of receiving either: (1) the same dental and vision benefits they received as active employees, just prior to retirement, paid for by the Authority, or (2) having the Authority reimburse them for the cost of Medicare Part B Standard premium. Notwithstanding the above, if the applicable collective bargaining agreement requires the Authority to pay for the cost of both of these benefits in retirement, the Authority shall continue to pay for both benefits.

2. Employees that qualified for Lifetime Retiree Health Benefits after the effective date of Chapter 78 shall:
 - i. Be offered the option of receiving either: (1) the same dental and vision benefits they received as active employees, just prior to retirement, or (2) having the Authority reimburse them for the cost of Medicare Part B Standard premium. Those that select the dental and vision benefits shall contribute to the cost of the dental and vision benefits at the same contribution rate that they were paying as active employees prior to retirement. Notwithstanding the above, if the applicable collective bargaining agreement requires the Authority to pay for the cost of both of these benefits in retirement, the Authority shall continue to pay for both benefits; and
 - ii. Contribute to the cost of Medical and Prescription Drug benefits in retirement at the same contribution rate they were contributing as an active employee prior to retirement.
 - iii. Employees who are eligible to receive Lifetime Retiree Health Benefits upon retirement shall be eligible to receive benefits of the medical plan they are in at the time of retirement. If a retiree opts to enroll in the New Direct Access Plan, the retiree shall pay the contribution rates set forth on exhibit M-2 attached, or as adjusted pursuant to sections A(12) and D above, based on their retirement benefit.

3. Dental Benefits:

3. The annual dental benefit shall increase to \$3,000 effective January 1, 2021.
4. The lifetime maximum benefit for orthodontics shall increase to \$4,000 effective January 1, 2021.
5. The monthly employee contribution rates for the Dental Plan effective January 1, 2021 are attached hereto as Exhibit D-1 and Exhibit D-2. On or before November 10, 2021, the Authority will notify the Local Union of the amount of increase or decrease to the full insured equivalent rate of the Dental Plans for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the fully insured equivalent rates for the Dental Plans, including the basis for the consultant's recommendations. The contribution tables set forth in Exhibit D-1 and Exhibit D-2 shall be amended effective January 1, 2022, if necessary, by the amount of the increases or decreases that the consultant recommends based on the actual experience of the Plans, provided, however, that the percentage that an employee pays toward the cost of the Dental Plan cannot be increased above the percentage that the employee would have paid under Tier Four of Chapter 78. This process will occur annually as described above for the duration of this Agreement.

D. Hearing Aids:

1. Reimbursement for hearing aids shall be increased from \$350 to \$700 bi-annually.

E. **Vision Benefits:** Monthly employee contribution rates for the Vision Plans effective January 1, 2021 are set forth in the attached Exhibit V-1 and Exhibit V-2. On or before November 10, 2021, the Authority will notify the Local Union of the amount of increase or decrease to the fully insured equivalent rate of the Vision Plans for CY-2022, which shall be guided by the recommendation of the Authority's actuarial consultant. The Authority shall provide to the Local Unions information relied upon by the Authority's actuarial consultant to recommending adjustments to the fully insured equivalent rates for the Vision Plans, including the basis for the consultant's recommendations. The contribution tables set forth in Exhibit V-1 and Exhibit V-2 shall be amended effective January 1, 2022, if necessary, by the amount of the increases or decreases that the consultant recommends based on the actual experience of the Plans provided, however, that the percentage that an employee pays toward the cost of the Vision Plan cannot be increased above the percentage that the employee would have paid under Tier Four of Chapter 78. This process will occur annually as described above for the duration of this Agreement.

SCHEDULE B**JOB SECURITY**

- A. In the event the Authority considers privatization of any functions that could result in the layoff or displacement of bargaining unit employees or that could result in the transfer of bargaining unit work to private vendors, contractors or other entities, the Authority agrees to give the Union reasonable advance notice, but no less than 90 calendar days' notice, prior to awarding a privatization contract to perform the bargaining unit work. For purposes of this Article, "privatization" means the transfer of any work currently performed by bargaining unit members to any private entity, including any private vendor, contractor or company, except that situations where the employees' functions are replaced through automation shall not be subject to any of the provisions of this Article.
- B. The Union shall be given the opportunity to demonstrate to the Authority that bargaining unit employees will do the same work more efficiently than a private contractor. The Authority shall meet with Local 194 within thirty (30) calendar days from the date of the 90 day notice provided pursuant to paragraph A above, or within thirty (30) calendar days from the issuance of an RFP for the privatization of bargaining unit work, whichever is sooner.
- C. The Authority agrees to make good faith efforts to lessen the possibility of a layoff or demotion-in-lieu-of layoff of bargaining unit employees impacted by the privatization of bargaining unit work. Actions by the Authority to either reduce or eliminate layoffs may include hiring and promotion freezes, the separation of non-permanent employees, the transfer or reassignment of bargaining unit employees into vacant positions for which they are qualified, training bargaining unit employees to fill Authority vacancies for which they may not be qualified without training, and other actions to be negotiated by the parties following notice of layoff.

- D. In addition, the Authority shall minimize the impact of the privatization of bargaining unit work by encouraging the private vendor or contractor to consider hiring qualified bargaining unit employees before hiring persons not currently employed by the Authority.

SCHEDULE C**GRIEVANCE PROCEDURE**

Delete and replace with the following:

A. General Provisions.

1. Definition of Grievance: A grievance shall be defined as any alleged violation of the express terms or conditions of any provision of this Agreement.

2. Information Requests:

The Union shall have the right to request pertinent information and documents related to the grievance or disciplinary matter at issue. Whenever possible, the Authority shall provide the requested information within 10 calendar days from receipt of the request. If it is not possible to provide the information within 10 calendar days, the Authority shall notify the Union, provide the reason the information cannot be provided, and provide the soonest possible date within which the requested information will be provided.

3. Union Representation: Employees shall be entitled to union representation at every step of the grievance and arbitration procedure.

B. Formal Steps: All grievances shall be processed in the following manner:**Step 1:**

1. Non-disciplinary grievances: Any non-disciplinary grievance shall be submitted in writing, to the applicable Department Head within 20 calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. Grievances may be filed by electronic mail.
2. Non-disciplinary grievances: A non-disciplinary grievance shall set forth the name of the grievant(s), the date of the alleged violation, the alleged facts of the grievance, the specific Article(s) and Section(s)

alleged to have been violated, and the remedy that is being sought by the grievant or Union.

3. Disciplinary grievances: If the grievance relates to disciplinary action, the grievance must be submitted, in writing, to the applicable Department Head within 20 calendar days of the Union's receipt of the Advisory Notice of Disciplinary Action ("ANDA"). Grievances may be filed by electronic mail.
4. Disciplinary grievances: If the grievance is disciplinary in nature, the Union shall include copies of all documents that it intends to rely upon in challenging the discipline. If the Union obtains additional evidence upon which it intends to rely upon in challenging the discipline after the filing of the grievance, such evidence (including documents and witness statements) shall be provided to the Authority within 10 days of the Union deciding that it intends to rely upon such evidence in challenging the discipline. The Union shall not be precluded from introducing other documents or evidence at a disciplinary meeting or hearing or at arbitration.
5. Disciplinary grievances: It is understood that the burden of proof is on the Authority in disciplinary matters. The fact that the Union provides copies of the documents that it relies upon in challenging the discipline shall not impact this burden of proof.
6. A Step 1 meeting shall occur between the Department Head, the grievant(s), and the Union within 10 calendar days of the date of receipt of the written grievance in order to attempt to resolve the issue.
7. If the grievance is not resolved at the Step 1 meeting, the Department Head shall render a written decision ("Step 1 Decision") within 10 calendar days of the Step 1 meeting. A copy of the Step 1 Decision will be provided to the Union and the grievant(s).

Step 2 – Non-Disciplinary Grievances:

1. If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, by notifying the Director of Human Resources in writing, within 10 calendar days after receipt of the Step 1 Decision.
2. Either the Director of Human Resources or designee, or the Union, may request a Step 2 meeting, which may be conducted by telephone if mutually agreed, for the purpose of resolving the grievance prior to issuance of the Step 2 Decision. If requested, the meeting shall be scheduled within twenty (20) calendar days of being requested.
3. At the Step 2 meeting, the Union will make a presentation to the Director of Human Resources or designee explaining the basis for the grievance and any supporting arguments.
4. Within 21 calendar days of the conclusion of the meeting, the Director of Human Resources or designee shall issue the Step 2 decision, in writing, to the Union.

Step 2 –Disciplinary Grievances:

1. If the Union is not satisfied with the Step 1 Decision, it may submit the grievance to Step 2, by notifying the Director of Human Resources in writing, within 10 calendar days after receipt of the Step 1 Decision. In this written submission of the grievance to Step 2, the Union shall either request a Step 2 meeting or hearing.
2. Disciplinary Meetings: Where a Step 2 meeting is requested by the Union:
 - a. The Director of Human Resources or designee shall schedule the meeting within twenty (20) calendar days of the request.
 - b. At the meeting, the Authority shall make a statement that includes sufficient facts to explain the basis for the discipline. Thereafter, the Union will have the opportunity to explain why the discipline was unwarranted and/or why the penalty is too severe.

- c. Within 21 calendar days of the conclusion of the meeting, the Director of Human Resources or designee shall issue the Step 2 decision, in writing, to the employee and the Union.
3. Disciplinary Hearings: Where a Step 2 hearing is requested by the Union:
 - a. The Director of Human Resources or designee shall serve at the Hearing Officer and shall schedule a Step 2 hearing within 20 days from the date that the Union submitted the grievance to Step 2.
 - b. All witnesses at the hearing shall be subject to direct and cross examination.
 - c. Within 21 calendar days from the conclusion of the Step 2 hearing, the Hearing Officer shall issue the Step 2 decision, in writing, to the employee and Union.

Step 3. Arbitration:

1. If the Union is not satisfied with the Step 2 Decision, the Union may file a written request for binding arbitration through the Public Employment Relations Commission (with copy provided simultaneously to the Director of Human Resources). Requests for arbitration must be submitted to the Public Employment Relations Commission within thirty (30) calendar days of its receipt of the Step 2 Decision.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision concerning whether to request binding arbitration shall be final as to the interests of both the Union and the Grievant.
3. The Arbitrator selection process and the conduct of the arbitration hearing shall be governed by the rules, regulations and procedures of the New Jersey Public Employment Relations Commission ("PERC").
4. Each party to this Agreement shall bear the expenses of preparing and presenting its own case.

5. The party bearing the burden of proof at the hearing shall provide the opposing party with the names of witnesses they may call and the documents they may introduce at the arbitration hearing within 7 calendar days prior to the arbitration hearing. The party that does not bear the burden of proof shall provide the party bearing the burden of proof with a list of witnesses they may call and the documents they may introduce within 5 calendar days prior to the arbitration hearing. Neither party shall be precluded from calling witnesses or introducing documents that were not disclosed in advance pursuant to this section, based on the case presented by the opposing party.
6. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.
7. Either party may have a verbatim record of the arbitration hearing taken by a certified transcriber at that party's expense. However, if both parties request a copy of the transcript, the cost of the transcript and transcriber shall be shared equally between the parties.
8. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement, or to impose on either party a limitation or obligation not explicitly provided for in this agreement. The arbitrator shall confine him/herself to the issue(s) submitted for arbitration. The Award of the arbitrator shall be final and binding.
9. The arbitrator shall have the authority to resolve disputes regarding the scheduling and/or adjournment of the arbitration hearing.
10. In disciplinary arbitration hearings, the arbitrator shall ~~have the right to~~ determine whether the discipline was imposed for "just cause." If the arbitrator determines that the discipline was not imposed for "just cause" (either because the Authority failed to meet its burden of proof that the employee engaged in misconduct or incompetence or because the arbitrator determines that the level of discipline imposed was not reasonable), the arbitrator shall have the authority to: (a) reinstate the employee to his/her position, (b) reduce the penalty, (c) award back pay

and benefits, and/or (d) restore all seniority that the employee would have earned but for the discipline.

C. **Abandonment of Grievance:**

1. If the initial grievance was not timely filed at Step 1 or timely appealed to Step 2 as set forth above, or if it was not timely submitted to arbitration then the grievance shall be deemed to have been permanently abandoned by the Union and the Union shall be precluded from submitting the matter to arbitration.
2. No arbitrator shall have any authority whatsoever to rule upon the merits of a grievance that has been abandoned in accordance with the procedures.

D. **Extending Time Limits:**

Time limits set forth in this Article may be extended by mutual agreement, in writing.

E. **Authority Failure to Timely respond:**

A failure by the Authority to respond at any step within the provided time limits shall be deemed a denial of the grievance at that particular Step and shall permit the Union to move the grievance to the next step in the procedure.

F. **Attendance at Meetings/Hearings:**

The Authority shall permit the Grievant (or employee that is the subject of discipline) and a reasonable number of witnesses that need to attend the Step 1 or Step 2 meeting or an arbitration hearing pursuant to Step 3 to be excused from any scheduled duty during the meeting time without loss of pay. Whenever possible, these meetings will be scheduled during working hours.¹

¹ The parties agree that the current practice(s) with respect to employees assigned to second and third shifts and who participate in grievance meetings or arbitration hearings during the first shift, shall remain in effect.

SCHEDULE D

DISCIPLINARY ACTION

Delete Article in its entirety and replace with the following:

A. Disciplinary Procedure

1. **Discipline Defined**: The term “discipline” shall mean: (a) official written warning or written warning in lieu of suspension without pay, (b) suspension without pay, (c) demotion, which is any reduction in grade or title, or (d) discharge, when any of the foregoing occur based upon the employee’s conduct or performance. The following shall not be construed as discipline:
 - a. Dismissal or demotion due to layoff made by the Authority;
 - b. Written or verbal counseling. A Counseling Notice is part of the performance improvement process and is an opportunity for management to constructively discuss with an employee, the Authority’s observations about the employee’s performance or behavior. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the employee’s Human Resources file and shall not be introduced into evidence to support the reasonableness of a disciplinary penalty.
2. **Just Cause**: No employee shall be subject to discipline by the Authority without just cause.
3. **Written Warning in Lieu of Suspension**: Subject to the agreement of the Union and the employee, the Authority reserves the right to substitute a written warning in lieu of suspension without pay, which shall have the same weight as a suspension without pay for purposes of progressive discipline. An agreement between the parties to substitute a written warning in lieu of an unpaid suspension does not waive the right of the employee or Union to challenge whether the written warning was imposed for just cause under this Article unless the agreement so specifies.
4. **Vacation Balances**: The Authority may also, in lieu of suspension and upon mutual consent of the Union and employee, deduct days from the

employee's vacation balances. In such circumstance, the disciplinary penalty will be treated as equivalent to the same number of unpaid suspension days for purposes of progressive discipline.

5. Written Notice of Discipline: When discipline is imposed pursuant to this Article, the Authority shall provide an Advisory Notice of Disciplinary Action ("ANDA") to the employee on a form expressly provided for that purpose by the Human Resources Department. The ANDA shall set forth the reasons for the discipline, sufficient facts to demonstrate the basis of the discipline, and the penalty being imposed. A copy of the ANDA shall be provided to the Union as soon as feasible but no later than seventy-two (72) hours after being provided to the employee.
6. Time Limit for Issuance of Discipline: The Authority shall serve a written notice of discipline within 10 days of becoming aware of the alleged offense. If the Authority conducts an investigation into the alleged conduct, the 10-day period will begin to run upon the conclusion of the investigation. The Authority must complete the investigation as expeditiously as possible based on the nature of the investigation.
7. Within ten (10) calendar days from the issuance of the ANDA, the Authority shall provide to the employee and the Union all evidence, including all documents, witness statements and other evidence, upon which the Authority relied upon in support of the imposition of discipline. If the Authority obtains additional evidence upon which it intends to rely upon in support of the discipline, such evidence (including documents and witness statements) shall be provided to the Union within 10 days of the Authority deciding that it intends to rely upon such evidence in support of the discipline. It is understood that the Authority's agreement to provide this information to the Union at this early stage of the proceedings does not preclude the Authority from submitting additional evidence that is relevant and supportive of the disciplinary action taken (including additional documents or witness statements) at any arbitration proceeding. No arbitrator shall preclude the admission of such evidence, or refuse to give due weight to such evidence, based on the fact that it was not timely provided to the Union within 10 days from the issuance of the ANDA or within 10 calendar days from when the Authority decided to rely upon such evidence.

8. Discipline Effective Immediately: Any suspension without pay, demotion, or discharge shall be effective following issuance of the Step 2 Decision, except for suspensions without pay, demotions or discharges that are effectively immediately pursuant to Section B(2) of this Article. For discipline that is effective immediately under Section B(2), such discipline is subject to reversal only pursuant to the grievance procedure.
9. Challenging Discipline: The Union has the right to challenge the issuance of an ANDA by timely filing a grievance at Step 1 of the Grievance Procedure. Once a grievance is filed challenging disciplinary action, the procedures set forth in the Grievance Procedure shall apply.
10. Union Representation: An employee that is subject to discipline pursuant to this Article has the right to be represented at all steps of the Grievance Procedure by the Union.
11. Pre-Termination or Pre-Suspension Notice and Opportunity to be Heard: Prior to suspension without pay or termination of an employee, the Authority shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. At this meeting, the Authority shall explain the basis for the proposed suspension or termination and the employee or Union representative shall have an opportunity to respond. The Authority shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation at this meeting.

B. Other Provisions Relating to Discipline

1. Expungement: Records of discipline of suspensions of 10 days or less that did not involve criminal charges shall be removed from the employee's personnel file after 3 years if there has been no further discipline during that 3-year period. Once the record of the discipline has been removed from the employee's personnel file, the discipline shall not be considered by the Authority with regard to future disciplinary action.
2. Suspension Without Pay Pending Investigation or Pending Issuance of Step 2 Decision: The Authority may temporarily suspend an employee without pay pending the results of an investigation or pending the issuance of a Step 2 Decision when the Authority determines that the employee: (a) poses a threat to the health or safety of him/herself or others, (b) is unfit for duty, (c) has been formally charged with a crime that is directly related to his or her job, (d) is suspected of theft, pilferage or serious insubordination, or (e) where the employee's presence in the workplace would, in the discretion of management, significantly disrupt operations. If the Authority decides to suspend an employee without pay pending investigation, it shall follow the procedures set forth in Section A(11) of this Article.

SCHEDULE E

ATTENDANCE

Preface: The parties agree that regular on-time and reliable employee attendance is crucial to the effective operations of the Authority. Without reliable on-time attendance by employees, depending service to the public cannot be delivered. To that end, the purpose of this Policy is to ensure that all employees know what is expected of them in the enforcement of an effective attendance system so that employees attend work as required. It is the responsibility of employees to make themselves aware of and comply with this Policy. The Policy sets forth only the minimum standards of attendance to avoid disciplinary action. However, all employees should strive not only to comply with the minimum standards, but rather, to achieve the highest possible level of attendance or perfect attendance. The Authority's expectation is that every employee arrives on time for all scheduled work assignments and completes his or her shift on every scheduled working day.

1. Employees in all departments shall be required to swipe in when arriving and swipe out when leaving each workday. The method for swiping in and out will be left to management's discretion, and may include KRONOS swipes, swiping an employee identification card at a point of entrance, or similar methods.
2. Employees shall be subject to discipline for unexcused lateness, unexcused early departure, or unexcused absence. Disciplinary action based on attendance is intended to be progressive and corrective.
3. Excused Absences, Lateness, and Early Departure: An incident of lateness, early departure, or absence shall be excused and not be deemed an occurrence under this Article in the following circumstances.

a. Excused Lateness:

- i. When an employee contacts a supervisor at least 30 minutes prior to the start of the shift and indicates that he/she will be late for work and requests the lateness to be excused and the supervisor approves such request. If an employee is unable to reach his/her supervisor, the employee may leave a message on the supervisor's voice mail at least 30 minutes prior to the start of the shift requesting an excused lateness. Requests to excuse a lateness shall not be unreasonably denied. The decision to deny an employee's request for an excused lateness shall be in the sole discretion of the supervisor and shall not be subject to arbitration. Thus, in challenging discipline pursuant to this Article, an employee may challenge the unreasonable denial of a request for an excused absence through Step 2.
- ii. Each employee shall have seven (7) 12-minute grace periods per calendar year. Lateness within a grace period is excused. This grace period does not apply to toll collectors.

b. Excused Early Departure:

- i. When an employee contacts a supervisor during the shift and indicates that he/she needs to leave early from work and requests that this early departure be excused and the supervisor approves such request. Employee requests for an excused Early Departure shall not be unreasonably denied. The decision to deny an employee's request for an excused early departure shall be in the sole discretion of the supervisor and shall not be subject to arbitration. Thus, in challenging discipline pursuant to this Article, an employee may challenge the unreasonable denial of a request for an excused Early Departure through Step 2.
- ii. When an employee utilizes paid sick leave, paid bereavement leave, paid jury duty leave, paid vacation leave, paid personal leave or paid administrative leave in order to leave work early and such leave has been approved in accordance with the provisions of this Agreement.

c. Excused Absences:

- i. When an employee utilizes paid sick leave, paid bereavement leave, paid jury duty leave, paid vacation leave, paid personal leave, or paid administrative leave that has been approved in accordance with the provisions of this Agreement.
 - ii. When an employee is on an approved unpaid leave of absence in accordance with the provisions of this Agreement or pursuant to applicable law, including, but not limited to FMLA, NJ Family Leave Act, NJ Safe Act, or the ADA.
 - iii. Any days that the employee is absent due to illness or injury and is also receiving Temporary Disability or Workers' Compensation benefits.
4. An absence, early departure, or lateness not excused under paragraph 3 above is an "unexcused" absence, early departure, or lateness.
5. Employees shall be disciplined based on the number of "occurrences" of unexcused absences, unexcused early departures, or unexcused lateness. An "occurrence" means an incident of unexcused lateness, an unexcused early departure, or an unexcused absence. An occurrence is a single day of unexcused absence or consecutive days of unexcused absence arising from the same injury or illness, including the injury or illness of a family member. For example, an absence that is unexcused of three consecutive days or more arising from the same illness due to the flu shall be counted as only one occurrence.
6. Reviews of attendance are based on a calendar year. Only occurrences during a calendar year are considered in imposing penalties under this Article. Effective on January 1, each year, the number of Occurrences for each employee shall be reset to zero. The penalties for violation of this Attendance Policy shall be as follows:

<u>Number of Occurrences within a Calendar Year</u>	<u>Penalty</u>
6	Verbal Warning
9	Written Warning
12	1-Day Suspension Without Pay
15	5-Day Suspension Without Pay
18	10-Day Suspension Without Pay
21	Termination

7. The Authority shall provide the Union with copies of all notices, Written Warnings, and other discipline received by employees pursuant to this Article. Each notice shall include the dates of all Occurrences that resulted in the discipline.
8. Employees that have an unexcused lateness (taking into account the grace period above), unexcused early departure, or unexcused absence and are to be docked pay shall have the option of using their leave time from their paid leave banks, if available, in lieu of a reduction of pay.
9. Employees with an excused lateness or excused early departure shall need to use paid leave time in order to be paid for all time not worked beyond the 12-minute grace period.
10. All disciplinary action under this Section is subject to the procedures set forth in Article ___, Grievance Procedure and Article ___, Disciplinary Action.

11. If an employee challenge to discipline under this Policy does not result in the discipline being overturned, or in any of the underlying Occurrences being deemed invalid, then the underlying Occurrences that preceded the disciplinary penalty shall be deemed valid and cannot be challenged when a future disciplinary penalty occurs.
12. If an employee or the Union does not challenge a disciplinary penalty given pursuant to this Policy in accordance with the Grievance and Disciplinary procedures, it shall constitute a waiver of any right to challenge the underlying Occurrences that preceded the disciplinary penalty. These underlying Occurrences cannot thereafter be challenged when a future disciplinary penalty occurs pursuant to this Policy.
13. Absent Without Leave (AWOL) and Job Abandonment: An employee that is absent from work without having called in and notified a supervisor of the absence may be subject to discipline outside of the progressive discipline set forth in this Article, but is subject to just cause. When an employee is AWOL for 4 or more consecutive days, the employee may be subject to discipline up to and including termination based on job abandonment, unless the employee can demonstrate that it he or she was to call in as a result of a medical or other emergency. Discipline based on a charge of job abandonment is not subject to the progressive discipline set forth in this Article but is subject to just cause.

SCHEDULE F**EMERGENCY DECLARATION**

1. Effective October 1, 2020, Employees on duty and those who come to work on their shift or on overtime at a location within the geographic scope of the declaration of an Emergency shall receive a \$100.00 bonus.
2. An Emergency declaration will apply only when the Governor of the State of New Jersey declares a State of Emergency as a result of inclement weather or acts of domestic or international terrorism.
3. The declaration of an Emergency will be announced on the Authority's Hotline and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the declaration. Employees are responsible to check the Hotline.
4. Essential employees who do not report to duty on a scheduled work day, will be deemed unexcused unless: (a) they have received approval for paid leave in accordance with the provisions of this Agreement, or (b) they are on an approved unpaid leave of absence in accordance with the provisions of this Agreement.

An Essential employee that is unexcused as set forth above shall only be entitled to utilize their accrued unused paid time off to be paid straight time for the day when the Authority finds a suitable replacement to come to work to perform the duties of the absent Essential Employee. Notwithstanding that such Essential employees are paid for the day the absence will still be treated as unexcused for purposes of the Attendance Policy.

5. The Authority shall issue identification to essential employees that identify them as essential.

MEMORANDUM OF AGREEMENT

IFPTE Local 194

-and-

New Jersey Turnpike Authority

MEMORANDUM OF AGREEMENT**IFPTE Local 194****-and-****New Jersey Turnpike Authority**

The New Jersey Turnpike Authority ("Authority") and Local 194 of the International Federation of Professional and Technical Engineers, AFL/CIO-CLC ("Local 194" or the "Union"), having engaged in negotiations for an agreement to succeed the current Collective Bargaining Agreement ("CBA") between the Authority and the Union that expired on June 30, 2019, hereby agree to the following amendments to the CBA as set forth below.

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

1. **Joint MOA**: The parties agree to all aspects of the Joint MOA, which is attached hereto as Exhibit A.
2. **Health Benefits**: There shall be an open enrollment held as soon as practicable following ratification of this MOA to allow employees the option of selecting the New Direct Access Plan. The open enrollment will occur through January 31, 2021. For those employees that enroll in the New Direct Access Plan on or before January 15, 2021, the New Direct Access Plan benefits and employee contributions shall be effective January 1, 2021. For those employees that enroll in the New Direct Access Plan between January 16, 2021 and January 31, 2021, the New Direct Access Plan benefits and employee contributions shall be effective February 1, 2021.
3. **Temporary Employees**: Effective January 1, 2021, the Authority agrees that it will discontinue use of Temporary employees in lieu of permanent full-time and part-time employees.
4. **Labor/Management Committee**: The Authority agrees to restore Labor/Management Committee meetings with the following terms: (a) Quarterly meetings, (b) Union to provide an agenda at least 7 days in advance, and (c) maximum of three Executive Board members may attend the meeting.

5. Bereavement, Article XV-A(8): Effective January 1, 2021, the Authority agrees that the term "parent" shall be deemed to include "step-parent" and the term "child" shall be deemed to include "step-child" for purposes of bereavement leave. A bereavement day is the equivalent of the number of hours in an employee's regularly scheduled workday.
6. Title and Pay Parity Committee:
 - a. The Authority agrees to establish a committee for the purpose of examining the salary of specified bargaining unit job titles and comparing those salaries to existing Parkway job titles that the Union asserts are comparable.
 - b. The Pay Parity Committee will be comprised of four representatives assigned by the Authority and three representatives appointed by the Union.
 - c. The members of the committee appointed by the Authority shall analyze: (a) if the titles, qualifications, job duties and responsibilities of the Local 194 job titles are comparable to those of the identified Parkway job titles, and (b) if pay parity between the two job titles is appropriate, and if so, under what circumstances. In conducting this analysis, the Authority's committee members shall consider any relevant documents, evidence or arguments provided to them by the Union, the Authority, or from any other source, including individual employees. Upon completion of the analysis done by the Authority's committee members, the analysis shall be discussed with the full committee and all committee members can give input and/or provide additional information that is relevant and helpful to the analysis.
 - d. The Committee may retain the services of a vendor with expertise in compensation analysis to assist the Committee in its analysis. If the Committee retains an outside vendor for this purpose, the Authority shall be responsible for the full cost of the vendor's services.
 - e. The Committee shall meet and discuss the final results of the analysis into the job titles. With respect to each job title, the Committee will determine by majority vote if: (a) the job titles, qualifications, job duties and responsibilities of the Local 194 job titles are comparable to those of the identified Parkway job titles, and (b) if pay parity between the two job titles is appropriate, and if so, under what circumstances, including whether, and to what extent, the qualifications, duties and/or responsibilities of the position should be modified to correspond to the Parkway job titles. The analysis and final determinations shall be completed as soon as practicable, but no later than 6 months after the ratification of the MOA.
 - f. The decision of the Committee is final and binding and shall not be subject to review pursuant to the Grievance Procedure.

The salary increases, if any, for all job titles in (a) through (g) below shall be effective no later than 6 months after ratification of the MOA. The job titles that will be analyzed by the Committee, and the Parkway job titles that they will be compared to¹, are set forth below:

- a. Administrative Secretary (Administrative Secretary – Teamsters Local 97)
- b. Engineering Administrative Aide (Engineering Assistant – Teamsters Local 97)
- c. Maintenance Office Assistant (Maintenance Assistant – Teamsters Local 97)
- d. Programmer (Sr. IT Software Developer – Teamsters Local 97)
- e. Jr. Voice & Video Administrator (Assistant Telecommunications Manager – L. 97)
- f. Automotive Technician (Craftsperson II Auto – Local 196, ch. 12)
- g. Building Maintenance Mechanic (Mechanical Craftsperson 2 – Local 196, ch. 12).

The following three job titles shall be upgraded as set forth below effective October 1, 2020:

- a. Electrician – Each current Electrician shall be upgraded from Range 05M to Range M6 and shall be placed on the lowest step on the Range M6 pay scale that results in a pay increase for the Electrician. After application of any of the applicable salary increase set forth in the Joint MOA (Exhibit A), the new salary scale for Electricians effective October 1, 2020 shall be as follows:

<u>Step</u>	<u>Annual</u>	<u>Hourly</u>
1	\$73,481.36	\$35.33
2	\$78,631.59	\$37.80
3	\$83,781.82	\$40.28
4	\$88,932.04	\$42.76
5	\$92,041.12	\$44.25

Effective January 1, 2021, the Electrician will agree to the following work rule changes that are consistent with those that apply to the Electrical Craftsperson II on the Parkway side:

1. Stand By Duty: One Electrician shall be assigned Stand By Duty each week for the entire road for the purpose of emergency response. If the Electrician is not called out for the entire week, a minimum of 8 hours pay at straight time shall be paid. If called out, a minimum of 2 hours on each call shall be paid at an hourly rate of 1.5 times the regular hourly rate.

¹ In addition to the Committee process described herein, the Union can always raise issues of pay equity between employees in Local 194 and employees in other bargaining units that the Union believes perform job responsibilities that are substantially similar to the job responsibilities of Union members. Human Resources shall handle these issues in accordance with applicable law.

When on stand-by duty, Electricians will be permitted to take their vehicles home.

2. Work on Parkway: Electricians can be assigned to either the Turnpike or Parkway to work on major projects when management deems it necessary.
 3. Reduced Supervision: Electricians will work with minimal supervision at the discretion of management, which will require the Electrician to perform certain duties that are currently performed by a Local 200 Foreman (i.e. ordering parts).
 4. All Electricians must have an electrical license and a Journeyman card.
- b. Parts and Inventory Stockperson: Each current Parts and Inventory Stockperson shall be upgraded from Range 03M to Range 6B. Employees in this job title that are currently at top step shall move to the max of the 6B Range (\$75,404.42) effective on October 1, 2020. This includes the applicable salary increase set forth in Paragraph 1 above. For those employees in this job title that are not yet at the top step in Range 03M, in addition to the across-the-board increases set forth in Paragraph 1 above, they will receive a 5.00% salary increase each year on their anniversary date of employment until they reach the maximum salary for Range 6B.
- Effective January 1, 2021, the Union shall not oppose the integration of the overtime lists between the Turnpike and Parkway with respect to the Parts and Inventory Stockperson and Storekeeper 2. Currently, there is one overtime list for Parts and Inventory Stockperson on the Turnpike and a separate overtime list for Storekeeper 2's on the Parkway. The Union agrees that the Authority can combine these two overtime lists.
- c. Technology Device Technician – Effective October 1, 2020, each current TDT shall be upgraded from Range 07M to Range C9 and shall be placed on the lowest step of the Range C9 scale that results in a pay increase for the Technology Device Technician. After application of any applicable salary increases set forth in Paragraph 1 above, the new salary scale for Technology Device Technicians effective October 1, 2020 shall be as follows:

<u>Step</u>	<u>Annual</u>	<u>Hourly</u>
1	\$75,739.71	\$36.41
2	\$79,173.19	\$38.06
3	\$82,606.68	\$39.71
4	\$86,040.16	\$41.37
5	\$89,473.65	\$43.02
6	\$92,582.72	\$44.51

7. Separation Bonus: Effective for employees that retire on or after July 1, 2020, reinstate separation bonus for those that retire with 10 or more years of service at an amount of \$500 for each full year of service.
8. Non-Revenue EZ Pass: Effective January 1, 2021, provide non-revenue EZ Pass to all employees in the bargaining unit to use for travel from: (a) home to the work location, and (b) from the work location to home.
9. Holidays: Effective January 1, 2021, increase Toll employees from 12 to 14 paid holidays by reinstituting the Day After Thanksgiving and by adding a Floating Holiday as holidays. The employee must make a written request for the Floating Holiday at least 30 days in advance and must be approved in writing before being permitted to take the Floating Holiday off. Effective January 1, 2021, eliminate Easter Sunday for all employees in the bargaining unit in lieu of a Floating Holiday pursuant to the terms set forth above.
10. Holiday Bonus, Article XVIII-D(4): Effective January 1, 2021, the holiday bonus of \$70.00 shall again become applicable to Toll Collectors in accordance with the provisions set forth in this sub-section.
11. Vacation: Effective January 1, 2021, the Authority agrees that Toll Collectors hired on or after July 1, 2011 shall be entitled to a maximum of 30 days of vacation in the same manner as employees that were hired prior to July 1, 2011 as per the terms of the Agreement.
12. Vacation Payout at Retirement: Effective January 1, 2021, unused vacation shall be paid out upon retirement or death up to a maximum of \$15,000.
13. Sick Days for personal leave: Effective January 1, 2021, employees may use up to a maximum of 5 sick days per year as personal days, so long as the employee gives at least 72 hours of advanced written notice.
14. Article XVIII-D(6): Effective January 1, 2021, Toll Collectors shall receive double-time and a half in accordance with the provisions of this sub-section for work on a holiday that extends beyond eight hours.
15. Article XV-F, Clothing: In lieu of a clothing allowance, the Authority shall provide all PT Toll Collectors with shirts, pants and safety vests. The Authority further agrees that no PT Toll Collector shall be disciplined for failing to wear a coat under their vest.
16. Article XVIII-K, Meal Allowance: Effective January 1, 2021, the Meal Allowance for Toll Collectors shall be restored to \$15.00 in accordance with this Section.
17. Article XVI (PT Toll Collectors CBA): Effective January 1, 2021, Part-Time Toll Collectors hired prior to July 1, 2011 shall receive 5 personal days per year.
18. Article XIV (Part Time Toll Collectors Agreement), Service Bonus: Effective January 1, 2021, upon completion of the Part-Time Toll Collector's fourth year of service, and on each annual anniversary date thereafter, the Part-Time Toll Collector will be entitled to a bonus of Two Hundred Dollars (\$200.00), not applied to base salary.

19. Toll Collector Cap: The parties agree that there shall be no cap on the number of Toll Collectors. The provisions of Paragraph 26 of the 2011 MOA shall be rescinded.
20. Toll Collectors Overtime: Effective January 1, 2021, Full-Time Toll Collectors shall be given first opportunity for 8-hour overtime shifts on Mondays through Fridays, while next priority will go to 16-hour Part-Time Toll Collectors, followed by 20-hour Part-Time Toll Collectors. Effective January 1, 2021, 20-hour Part-Time Toll Collectors shall be given first opportunity for 4-hour overtime shifts on Mondays through Fridays, while next priority will go to Full-Time Toll Collectors, followed by 16-hour Part-Time Toll Collectors. With respect to overtime on Saturday and Sunday, 16-hour Part-Time Toll Collectors shall be given first priority for all overtime shifts, with Full-Time Toll Collectors getting next priority, followed by 20-hour Part-Time Toll Collectors. Except in unforeseen circumstances, canvassing for all overtime shifts will be Interchanges 1-8A and 9-18W.
21. Article IX-D, new Paragraph 5, Prep Time for Communication Dispatchers: Effective January 1, 2021, Communication Dispatchers shall be required to report to work 10 minutes before the start of their shift to help get set up and shall be paid 10 minutes at straight time for each day that is actually worked.
22. Flextime: Employees that work in the Office in the job title of Maintenance Records Clerk shall be provided with flex time. These employees will have the option to arrange with their Supervisor to change their work hours to any of the following alternate work hours: (a) 7:00 a.m. to 3:30 p.m., (b) 7:30 a.m. to 4:00 p.m., (c) 8:30 a.m. to 5:00 p.m., or (d) 9:00 a.m. to 5:30 p.m.
23. Maintenance Advancement Program: The parties agree to a Maintenance Advancement Program as set forth in Exhibit B.
24. Automotive Assistant Foreman Advancement Program: The parties agree to an Automotive Assistant Foreman Advancement Program, as set forth in Exhibit C.
25. Working Test Period: Effective January 1, 2021, to the extent that any employee is subject to a working test period as a result of a promotion in accordance with this Agreement, the following terms will apply:
 - a. The employee shall receive an evaluation on or around 60 days into the six-month working test period.
 - b. If the employee is not performing satisfactorily, the employee will receive written notice setting forth the performance deficiencies and recommendations to cure performance deficiencies. This written notice should be provided to the employee before the 90th day of the six-month working test period.
 - c. The Authority may extend the employee's working test period for two months upon written notice to the employee prior to the end of the six-month working test period, along with an explanation of the performance deficiencies that need to be corrected in order to pass the working test period.

- d. At the conclusion of the working test period or the extended working test period, the employee shall be provided with written notice indicating whether the employee passed or failed the working test period. Any written notice that the employee failed the working test period shall state the employee's performance deficiencies.
 - e. If an employee fails the working test period, the employee shall be returned to the permanent position that the employee held immediately prior to the promotion.
 - f. The Authority's decision that an employee performed unsatisfactorily during the working test period shall not be subject to the grievance procedure. The Union may, however, file a grievance to challenge the Authority's violation of the procedures set forth above, including the Authority's obligation to: (a) evaluate the employee on or around the 60-day point, (b) provide any employee that is not performing satisfactorily with a timely written notice of performance deficiencies and recommendations to cure performance deficiencies on or before the 90 day point, (c) provide the employee with written notice indicating that the employee failed the working test period and setting forth the performance deficiencies that resulted in the failure.
26. Maintenance Vacancies: Currently, as Local 194 Full Time Maintenance positions become available, preference is given to Turnpike Toll Collectors (full or part time) who have passed all required tests after working at least six months on the job. If at any time, there are no Toll Collectors eligible, then management has the right to fill those vacancies. Effective January 1, 2021, the filling of full-time Maintenance vacancies shall alternate with the first vacancy filled by a Local 194 employee as per the current process, and the second vacancy filled by any qualified individual selected in the sole discretion of management. With respect to the testing process for Maintenance positions, the Union will be permitted to have one (1) representative observe the testing process each time the Authority offers an examination to any Local 194 employees. All test scores and results shall remain confidential. While all examination scores are final and not subject to appeal or challenge through the Grievance Procedure, within 30 days after the Authority communicates the examination score to the candidate, the Union may request a meeting with the supervisor in charge of the test and Human Resources to review the candidate's examination and obtain an understanding of the basis for how the score was calculated.
27. WDEA and Janus: The parties agree to amend the Agreement as set forth in Exhibit D.
28. Committee on the Future: The parties shall establish a joint Union-Management "Committee on the Future" consisting of representatives from Local 194 and the Authority. The Committee will be made up of three representatives from the Union and three representatives from the Authority. Meetings will occur on dates and times that are mutually agreeable to the members of the Committee. The purpose of the Committee is to provide a forum for discussion between the Union and the Authority about bargaining unit positions that are likely to be phased out over the next 10 years as a result of changing technology and/or other operational needs, including the area of toll collection. The Committee will discuss strategies for preparing employees in these positions for jobs of the future with the Authority. The Committee will also discuss establishing a formalized training program to retrain these employees in ways that will help them to become qualified for these jobs of the

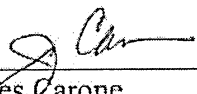
future with the Authority. The Committee will meet at least twice per year and more frequently if agreed to by majority vote of the members of the Committee.

29. Complete Agreement: The parties recognize and agree that this MOA represents the entire understanding of the parties. Any proposal or counter-proposal that was made by the parties during negotiations, but is not contained herein, is deemed waived. Any provisions of the parties' collective negotiations agreement currently in effect that have not been expressly modified by this MOA shall be incorporated into the parties' successor agreement.

30. Ratification Process: This MOA is subject to ratification by the membership of the Union and approval by the Authority's Board of Commissioners. The Union and its bargaining committee agree that it will recommend ratification of this MOA to the membership. The Union shall notify the Employer in writing of the result of the ratification vote within 24 hours of the conclusion of the voting. The Authority shall likewise notify the Union of the approval by the Authority.
31. Authorization: The undersigned represent that they are authorized to enter into this MOA on behalf of their respective constituencies. Upon ratification of the MOA by the Union, the Company will draft a new collective bargaining agreement and present it to the Union for review, approval, and execution.

IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this ____ day of November 2020.

FOR THE AUTHORITY:



James Carone

FOR THE UNION:

Barry Kushnir, Local 194

the parties' successor agreement.

30. **Ratification Process:** This MOA is subject to ratification by the membership of the Union and approval by the Authority's Board of Commissioners. The Union and its bargaining committee agree that it will recommend ratification of this MOA to the membership. The Union shall notify the Employer in writing of the result of the ratification vote within 24 hours of the conclusion of the voting. The Authority shall likewise notify the Union of the approval by the Authority.

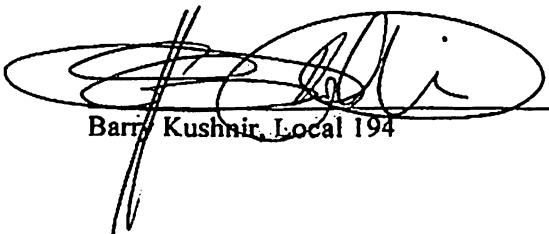
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IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this ____ day of November 2020.

FOR THE AUTHORITY:

James Carone

FOR THE UNION:



Barry Kushnir, Local 194

EXHIBIT B

MAINTENANCE ADVANCEMENT PROGRAM

1. Eligibility for and Enrollment in MAP

- A. Maintenance Persons with three (3) or more years of experience in the job title are eligible to apply for admission into the Maintenance Advancement Program ("MAP").
- B. Maintenance Persons wishing to enroll in the MAP must pass (passing grade is 70 or higher) an enrollment exam consisting of Maintenance Person job knowledge and basic skills. The Union will be permitted to have one (1) of its representatives monitor the testing process each time the Authority offers an enrollment exam. All test scores and results shall remain confidential. Within thirty (30) calendar days of the Authority providing the scores to an enrollment exam, the Union may request to review an exam score or scores with the Maintenance Person, Human Resources and Maintenance Department.
- i. All candidates passing the enrollment exam shall be awarded thirty (30) points.
 - ii. All candidates that pass the enrollment exam shall also take a practical test with hands on application. Candidates shall be awarded up to an additional 25 points based upon their performance on this practical test.
 - iii. Candidates passing the enrollment exam shall be awarded additional points based upon Maintenance Department Seniority. Points shall be awarded on the following basis:

Years of Maintenance Department Seniority	Points
21 years or more	25 points
16-20 years	20 points
11-15 years	15 points
6-10 years	10 points
3-5 years	5 points

Points awarded based on Departmental Seniority will be added to the candidate's total score.

- iv. The work record of each candidate shall be reviewed by the Authority. Such review will be limited to two (2) years from the date of enrollment exam with respect to discipline and three (3) years from the date of the enrollment exam with respect to attendance. Points will be deducted from those candidates based upon a review of their work history as follows:

Discipline (prior 2 years):

Suspension of 3 days or fewer	5 points deducted (for each)
Suspension of 4 days or more	10 points deducted (for each)

Attendance (Prior 3 years):

Chronic Absenteeism 2 yr. (exhausted annual sick allotment 2 consecutive years)	5 points deducted
Chronic Absenteeism 3 yr. (exhausted annual sick allotment 3 consecutive years)	10 points deducted

To be considered hereunder, the discipline must have been adjudicated at the Hearing Officer level or agreed upon by way of a settlement or disciplinary agreement. Disciplinary action that is pending an arbitration decision shall not be considered. If however, MAP Candidate is admitted into the MAP who has a disciplinary charge pending in arbitration, and the arbitration is subsequently decided against the Candidate, such an employee may be removed from the MAP based on the severity of the discipline imposed as a result of the arbitration.

Candidates from whom twenty (20) or more points are to be deducted shall be eliminated from inclusion in the MAP.

Points remaining after the foregoing deductions shall be added to the candidate's total score.

- v. At the conclusion of the process set above, the total number of points awarded to each candidate shall be tallied. A promotional list based upon each candidate's total score will be established.

2. Enrollees in MAP

- A. All MAP Candidates accepted into MAP will receive eighty (80) hours of training, to include classroom and field orientation.
- B. Selection for MAP training will be based on equalization of hours. An up-to-date list of hours in the training program will be maintained by the Maintenance Administrator of the Maintenance Department and shall be available upon request. The Authority will afford the Trainee sufficient opportunity to accumulate the necessary number of hours.
- C. Trainees may be expelled from MAP for disciplinary action adjudicated at the Hearing Officer Level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: attendance, insubordination, theft of Authority property, and inability to conform to Maintenance procedures. In the event a Trainee is expelled, the Trainee will be eligible for reinstatement (subject to the above MAP provisions) in the next cycle.
- D. Maintenance Person hourly rates, which includes longevity where applicable, will be increased by four percent (4%) for hours worked in MAP training.
- E. Upon completion of MAP training, the Candidates shall submit to a written examination on all materials covered. Any Candidate failing the examination (69 or below is a failing score) will be expelled from the program. Any expelled trainee expelled will be eligible for reinstatement into MAP, subject to the requirements set forth above, in the next cycle. Each examination offered will be monitored by a Union appointee. Applicants may opt for an oral exam which shall also be subject to Union monitoring. All test scores and results shall remain confidential; however, a MAP trainee who fails the written/oral exam shall be permitted to review the exam with representatives from the Union and the Maintenance and Human Resources Departments.
- F. Candidates in MAP who successfully pass the examination following the completion of the 80 hours of training, shall be paid for hours worked in MAP at the higher of the hourly start rate of a Local 200 Assistant Foreman or an additional four percent (4%) compensation. If an employee receives longevity pay it shall be added to the employee's MAP rate.

3. Promotion to Local 200 Assistant Foreman

- A. Promotions to the position of Local 200 Assistant Foreman shall be offered to the MAP candidate who has the highest total score. Ties in total score shall be broken first by Classification Seniority, and if necessary, second by Full-Time Authority Seniority.
- B. An enrollee in MAP may decline a promotion on one (1) occasion within his/her Division. If the MAP enrollee declines a promotion on a second occasion within his/her division, he/she will be removed from the program. In

the event a MAP enrollee is expelled, the trainee will be eligible for reinstatement, subject to the eligibility requirements above, in the next cycle.

- C. MAP Candidates must maintain a favorable work record. Failure to do so will result in expulsion from MAP. Favorable work records shall be based on disciplinary action adjudicated at the Hearing Office Level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: attendance, insubordination, theft of Authority property, inability to conform to Maintenance Department procedures, or patron complaints.

4. MAP Cycles

- A. The initial MAP list shall be created between (dates to be determined), and shall be in effect for a period of three (3) years ending (date to be determined), at which time a new list shall be created pursuant to the above process. MAP cycle will be for three (3) year periods but if a MAP list is exhausted in fewer than three (3) year, a new list shall be created. After the initial list, the commencement date of the 3-year period shall be the date of the enrollment examination. After each MAP cycle commences, no new entrants will be accepted.
- B. If a Candidate remains in MAP for an entire 3-year cycle and is not promoted to Assistant Foreman, such Candidate will automatically be placed in one of the MAP position in the next cycle, if the Candidate desires to remain in MAP.
- C. Any Candidate who withdraws or is expelled during the first thirty (30) months of a program cycle will not be allowed to re-enter until the next cycle.
- D. Any Candidate who is expelled during the final six (6) months of a program cycle will be ineligible to apply for the next MAP cycle.
- E. Upon the conclusion of the program, all MAP Candidates from the prior cycle who are entering the new cycle will be given twenty (20) hours of training. These twenty (20) hours will consist of ten (10) hours of refresher training, and ten (10) hours for technological advances.

EXHIBIT C

AUTOMOTIVE ASSISTANT FOREMAN ADVANCEMENT PROGRAM

1. Eligibility for and Enrollment

A. Automotive Technicians with a minimum of seven (7) years of journey-level experience in performing skilled automotive or medium/heavy truck work involving inspection, troubleshooting, diagnosis, modification, maintenance, rebuilding and repair. Four (4) years of said experience must be as full time Authority Automotive Technician.

B. Automotive Technicians wishing to enroll in the Automotive Assistant Foreman Advancement Program must pass a written enrollment examination consisting of basic Automotive Supervisory knowledge. The Union will be permitted to have one (1) representative observe the testing process each time the Authority offers an enrollment examination. All test scores and results shall remain confidential. While all examination scores are final and not subject to appeal or challenge through the Grievance Procedure, within 30 days after the Authority communicates the examination score to the candidate, the Union may request a meeting with the Automotive Department Head and Human Resources to review the candidate's examination and obtain an understanding of the basis for how the score was calculated.

i. All candidates passing the enrollment examination shall be awarded points based on score above passing.

Score	Points
90-100	25 points
80-89	20 points
70-79	15 points

ii. Candidates passing the enrollment examination shall be awarded 1 point for every year of full-time employment as an Automotive Technician with the Authority.

iii. The work record of each candidate shall be taken into consideration by the Authority. Such review will be limited to two (2) years prior to the date of the enrollment examination with respect to discipline and three (3) years prior to the date of the enrollment examination with respect to attendance. Points will be deducted from candidates based upon said review and scored as follows.

Discipline: two (2) years prior to examination enrollment	
Suspension of one (1) up to three (3) days	Five (5) points deducted for each suspension
Suspension of four (4) or more days	Ten (10) points deducted for each suspension

Attendance: three (3) years prior to examination enrollment

Chronic Absenteeism two (2) consecutive years	5 point deduction
Chronic Absenteeism three (3) consecutive years	10 point deduction
<i>*Chronic Absenteeism: exhausting annual sick leave allotment within the same year.</i>	

Point deductions based on work record shall be deducted from the candidate's total score.

To be considered hereunder, the discipline must have been adjudicated at the Hearing Officers level or agreed upon by way of a settlement or disciplinary agreement. Disciplinary action that is pending an arbitration decision shall not be considered. If, however, an Automotive Technician is admitted into the Automotive Assistant Foreman Advancement Program who has a disciplinary charge pending arbitration, and the arbitration is subsequently decided against the Automotive Department Head, such employee may be removed from the Automotive Assistant Foreman Advancement Program based on the severity of the discipline imposed as a result of the arbitration.

Candidates from whom twenty (20) or more points are to be deducted shall be eliminated from inclusion in the Automotive Assistant Foreman Advancement Program.

- iv. At the conclusion of the process set above, the total number of points awarded to each candidate shall be tallied. At initial start-up, an Automotive Assistant Foreman Advancement Program List of no more than five (5) Automotive Technicians shall be created consisting of the five (5) highest scoring candidates. All Automotive Assistant Foreman Advancement Program succeeding lists shall consist of no more than three (3) of the highest scoring Automotive Technicians. In the case of tied scores, the candidate with the most Job Classification seniority shall prevail. Ties in Job Classification seniority shall be broken first by Department Seniority and second by Full-Time Authority classification.

2. Automotive Assistant Foreman Advancement Program Enrollees

- A. All Automotive Technicians accepted into the Automotive Assistant Foreman Advancement Program will receive two hundred (200) hours of training, to include classroom and field orientation.
- B. Selection for the Automotive Assistant Foreman Advancement Program on-the-job training will be based on equalization of hours. An up-to-date list of hours in the training program will be maintained by the Automotive Department Head and shall be available upon request. Candidate selection for on-the-job training will be on a rotating

basis, assignment not to exceed more than 5 days for an individual candidate. A time limit of thirty six (36) months from the commencement of the program will be allowed to accumulate the required two hundred (200) hours. The Authority will afford the Automotive Assistant Foreman Advancement Program candidate ample opportunity to accrue the required number of hours. Candidates who are absent from work for reasons of extended leave, that include Temporary Disability, Worker's Compensation (IOJ), Family and Medical Leave Act (FMLA), will be granted an extension to the thirty six (36) month time period equal to the period of absence but shall not exceed the program cycle parameters.

- C. Candidates may be expelled from the Automotive Assistant Foreman Advancement Program for disciplinary actions adjudicated at the hearing officer level or higher, or agreed upon by way of settlement or disciplinary agreement for the following: violation of Authority Policies and Procedures. In the event a candidate is expelled, the candidate will be eligible for reinstatement subject to the above captioned provisions in the next program cycle.
- D. Automotive Technicians hourly rates, which include longevity where applicable, will be increased by four (4) percent for hours worked in the Automotive Assistant Foreman Advancement Program. This rate increase does not include classroom training.
- E. Upon completion of the Automotive Assistant Foreman Advancement Program, the Automotive Technician will be required to pass a final written examination on all content covered. Any Automotive Technician not scoring seventy (70) percent or greater shall be expelled from the program. Any expelled candidate will be eligible for reinstatement into the program, subject to the requirements set forth above, in the next cycle. The Union will be permitted to have one (1) representative observe the testing process administered by the Authority. All test scores and results shall remain confidential.
- F. Automotive Technicians in the Automotive Assistant Foreman Advancement Program, who successfully pass the program completion examination, shall be paid for hours worked in the program an additional four (4) percent above their current salary whenever activated to supplement or temporarily fill a vacancy.

3. Promotion to Local 200 Automotive Assistant Supervisor

- A. Promotions to the position of Local 200 Automotive Assistant Supervisor shall be offered to the Automotive Assistant Foreman Advancement Program candidate who has the highest total score. Ties in total score shall be broken first by Department Seniority and second by Full-Time Authority classification seniority.
- B. A candidate in the Automotive Assistant Foreman Advancement Program may decline a promotion on one (1) occasion. If the candidate declines a promotion on a second

occasion, the candidate shall be removed from the program. In the event a candidate is expelled due to declining a promotion twice, the trainee will be eligible for reinstatement, subject to the eligibility requirements above, in the next cycle.

- C. An Automotive Assistant Foreman Advancement Program candidate must maintain a favorable work record. Failure to do so will result in expulsion from the program. Favorable work records shall be based on disciplinary action adjudicated at Step 2 or higher or agreed upon by way of settlement agreement.

4. Automotive Assistant Foreman Advancement Program Cycles

- A. The initial Automotive Assistant Foreman Advancement Program list shall be created between January 1, 2020 and June 30, 2021, and shall be in effect through June 30, 2023, at which time a new list shall be created pursuant to the above process. Program cycles will be for three (3) year periods but if an Automotive Assistant Foreman Advancement Program list exhausted in fewer than three (3) years, a new list shall be created. After the initial list, the commencement date of the three (3) year period shall be the date of the enrollment examination. After each cycle commences, no new entrants will be accepted.
- B. If an Automotive Technician remains in the Automotive Assistant Foreman Advancement Program for an entire three (3) year cycle and is not promoted to Automotive Assistant Foreman, such Automotive Technician will automatically be placed in one of the three (3) Automotive Assistant Foreman Advancement Program positions in the next cycle, if the Automotive Technician desires to remain in the program. If such Automotive Technician declined a promotion in the initial three (3) year cycle, the candidate will be expelled from the program if the candidate declines the first promotional offer in the candidates second program cycle.
- C. Any candidate who withdraws or is expelled during the first thirty (30) days of a program cycle will not be permitted to re-enter until the next cycle.
- D. Any candidate who is expelled during the final six (6) months of a program cycle will be ineligible to apply for the next program cycle.
- E. Upon the conclusion of the program, all candidates from the prior cycle who are entering the new cycle will be given twenty (20) hours of training. These twenty (20) hours will consist of ten (10) hours of refresher training and ten (10) hours for technology advancements.

EXHIBIT D**WDEA AND JANUS**

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

ARTICLE III – PAYROLL DUES DEDUCTIONS

Revise last two sentences of second paragraph as follows:

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

ARTICLE IV – UNIT IDENTIFICATION - Modify the article as follows:

The Operating Unit shall consist of all permanent full-time toll collectors, and permanent and part-time maintenance employees, including craft employees, maintenance record clerks, janitor, parts and inventory counterment and communications technicians. Excluded are all seasonal employees, casual employees – employees who work an average of fewer than four hours per week over a period of 90 days – and under Certification of the Public Employment Relations Commission dated March 5, 1970, Docket Number R-50. Also excluded are all part-time toll collectors covered under the Part-Time Toll Collectors collective negotiations agreement between the Turnpike and the Union.

The Office, Clerical and Technical Unit shall consist of all permanent full-time and part-time office, clerical and technical employees of the Authority. Excluded are all employees of the Human Resources Department, seasonal employees, confidential employees, managerial and executive employees, police and casual employees – employees who work an average of fewer than four hours per week over a period of 90 days – in accordance with Certification of the Public Employment Relations Commission dated February 23, 1972, Docket Number R-403.

ARTICLE VI, MAINTENANCE OF MEMBERSHIP

Delete Article VI in its entirety

Article XXI – Union Representation – add the following provisions to the Article:

- F. Union representatives shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Turnpike's premises to discuss workplace issues, collective negotiations, the administration of the collective negotiations agreement, and other matters related to the duties of the Union, as well as internal union matters involving the governance or business of the Union.

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