

**Philip D. Murphy, Governor**  
**Sheila Y. Oliver, Lieutenant Governor**  
**Diane Gutierrez-Scaccetti, Commissioner**  
**Kevin S. Corbett, President & CEO**

**NJ TRANSIT**  
One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

October 14, 2021

Dear Governor Murphy:

Pursuant to Chapter 150, Laws of 1979, I herein transmit the minutes of actions taken at the open session of the special meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc., Board of Directors held on Tuesday, October 12, 2021.

Sincerely,

*Joyce J. Zuczek*

Joyce J. Zuczek  
Board Secretary

Enclosures

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

Open Session Minutes of the actions taken at the Special Board of Directors' meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. conducted virtually by telephone on Tuesday, October 12, 2021. The meetings occurred concurrently.

**Board Members**

Diane Gutierrez-Scaccetti, Chair  
Cedrick T. Fulton, Vice Chair  
Noreen M. Giblin, Governor's Representative  
Andrea Spalla, Treasurer's Representative  
James D. Adams, Board Member  
Sangeeta P. Doshi, Board Member  
Bob Gordon, Board Member  
Richard A. Maroko, Board Member – ABSENT  
Shanti Narra, Board Member

**Staff**

Kevin S. Corbett, President & Chief Executive Officer (CEO)  
Joyce J. Zuczek, Board Secretary  
Eric R. Daleo, Senior Vice President, Capital Programs  
James A. Sincaglia, Acting Senior Vice President & General Manager, Rail Operations  
Joseph E. Snow, Assistant Attorney General, Office of the Attorney General

Vice Chair Fulton convened the Open Session at 10:00 a.m. in accordance with the Open Public Meetings Act. Board Secretary Zuczek noted Chair Gutierrez-Scaccetti designated Vice Chair Fulton to preside over the meetings and Chair Gutierrez-Scaccetti would participate in the meetings to vote. Board Secretary Zuczek conducted a roll call and noted Board Member Maroko was absent.

Board Secretary Zuczek announced that adequate notice of the special meetings of the Board of Directors of the New Jersey Transit Corporation and its affiliates and subsidiaries was provided in accordance with the Open Public Meetings Act and NJ TRANSIT's enabling legislation. Notices were filed on October 6, 2021 with the Secretary of State, sent to newspapers of general distribution, posted in the main entrance of NJ TRANSIT headquarters, published on the corporation's website, and sent to each individual, agency, and organization that requested such notice.

**Public Comments on the Agenda**

Vice Chair Fulton asked the event call operator to open the floor for public comments on the agenda and to provide instructions for entering the queue to make a public comment on the agenda. The event call operator said the floor was open for public comments on the agenda. If individuals wanted to make a public comment, they were instructed to

press \*1 on their telephone keypad to enter the queue. They would hear a brief tone to indicate they have successfully entered the queue. Priority access would be given to any participant who has pre-registered, and those comments will be taken in turn. They would then take public comments from the remaining participants on a first-come first-serve basis. Each person would have three (3) minutes for their public comment. A warning would be provided with one (1) minute remaining and again with 15 seconds remaining.

**Congressman Donald Payne Jr.** said it was a real honor and privilege to be there on what they all would consider a great day in the 10<sup>th</sup> District. With the announcement of the contract being awarded for the Portal North Bridge, they were one step closer to seeing this wonderful project get done. He said the new \$1.6 billion bridge will improve safety and reliability of train travel for millions of New Jerseyans and NJ TRANSIT customers. This project will replace the current 110-year-old bridge and double rail capacity between Newark, New York, and the Northeast Corridor.

Congressman Payne Jr. was proud to help secure the first \$900 million in funding for this project and wanted to congratulate Skanska Traylor PNB JV for being awarded this contract. He wanted everyone to know, as well as the officials, that he will be watching this contract very closely. He said he was a strong supporter of minority owned businesses and their participation in government contracts but unfortunately there have been situations in the past that have been discriminatory in behavior.

Congressman Payne Jr. said as Chairman of the Rail Subcommittee for the House Committee on Transportation and Infrastructure he will not tolerate any discriminatory behavior against minority employees, nor contractors, and he will be exercising thorough oversight over this project and will take appropriate action if necessary. He hopes that this company has changed its culture, and he wants to see that Skanska is open to diverse employees and corporate partners before this project begins. It is his hope that a large great company such as Skanska has adopted a more inclusive policy and will exceed their goals for minority business inclusion. Congressman Payne Jr. said this new Portal Bridge will be a tremendous project that will benefit all commuters throughout the Northeast Corridor.

**Congressman Tom Malinowski** thanked everyone for allowing him to speak and wanted to join his colleague Congressman Donald Payne Jr. in congratulating everyone involved, including NJ TRANSIT, Amtrak, Gateway Program Development Corporation, and all of their local and business leaders for getting them to this historic day for the Portal North Bridge. He said in a sense this has been 110 years coming, replacing this ancient structure that has been such a source of delays and worries for commuters in his district and across Northern New Jersey. Congressman Malinowski said this was a critical step forward in completing the larger Gateway Project.

Congressman Malinowski said this was not an easy fight as everyone knows. They did not exactly have a friendly administration in Washington to any aspect of the Gateway Project over the last four years and this was one they managed to get across the line, even during that difficult period. Congressman Malinowski was very proud of the role he

played in holding the Federal Department of Transportation accountable when they were slow rolling the project and working with Congressman Payne Jr. and others to ensure they got the funding to get this project done.

Congressman Malinowski was overjoyed they were now at a point where the contract has been awarded and work was about to begin. He said although they were not done yet, this was just the beginning of something New Jersey residents and commuters have been waiting a very long time for. Congressman Malinowski will be pushing everyone hard to accelerate the schedule and hopes they can do better than 2027 for a completion date. He said every day they wait for those faster trains to New York, and every day they wait for fewer delays, is a day too long.

Congressman Malinowski said he will be working with everyone to ensure the additional projects that his constituents want and need also get to this point which includes, the shorter-term projects like the Hunter Flyover, which he hopes they can move forward relatively quickly. He said the most important of all was the Hudson River Tunnel project and they have made tremendous progress with the new Biden Administration on getting the necessary approvals and Congress was now working on the Bipartisan Infrastructure Bill which will provide stable funding for that and many other projects they need. He said this was on them, and he was doing everything in his power to make sure that he gets this bill in and across the finish line within the next month. Congressman Malinowski said congratulations again on tremendous work thus far and that he recommits himself to the work that still needs to be done to ensure that residents and commuters have the modern transportation infrastructure that they deserve.

**Congresswoman Mikie Sherrill** thanked everyone for the opportunity to speak today in support of this crucial Portal North Bridge, and Gateway Project as a whole, as they took this critical step in the contract announcement. She said as stressed since first taking office in 2019, that Gateway was the most critical infrastructure project, and was the lynchpin of the entire Northeast Corridor, the most heavily used railway route in the nation. Congresswoman Sherrill said the Portal North Bridge itself was the busiest rail bridge in the Western Hemisphere, and yet the bridge was 110-years old and faced severe service disruptions on a routine basis after years of neglect.

Congresswoman Sherrill said she has been working so hard alongside members of the New Jersey Delegation and Congress including, Congressman Donald Payne, Jr., and Congressman Malinowski, to get the funding and approvals to finally complete this project. After three years of advocacy she was so pleased to see the completion of their full funding agreement and allocation of over \$760 million in federal funds to get Portal North done for millions of families and businesses across their region. She was also pleased with federal funding for Gateway included in the Bipartisan Infrastructure Bill. Congresswoman Sherrill said it was why it was so critical that Congress pass that Bill without delay, because they must keep up their year-long effort to ensure progress does not slip backwards, and they finally get shovels in the ground on the entire Gateway Project including Portal North Bridge.

Congresswoman Sherrill said given the unfortunate lack in progress on infrastructure in general, and on the Gateway Project in particular, under the Trump Administration she said she shared Congressman Malinowski's push to make this timeline move more quickly than it was currently projected because they cannot afford to wait. She said completing the Portal North Bridge Project on time means a 15 percent increase in passenger capacity on one of the most heavily used rail lines in North America, not to mention, tens of thousands of good paying jobs and billions of new economic activities. In addition to the steps like today's contract announcement, a key step in this process will be passing the landmark Bipartisan Infrastructure package in the House, which will provide the crucial funding to complete all parts of Gateway. Congresswoman Sherrill said she was confident they could get this legislation over the finish line in the coming weeks and finally get Gateway done for the millions of New Jerseyans who depend on it.

Lastly, Congresswoman Sherrill said they were staring down at the proud moment of opportunity to make a critical investment to better the lives of families across the state and strengthen their entire economy. Whether it be solving the childcare crisis, or completing this bridge, ensuring New Jersey is at its best is what was driving their work. She said let's get this done for the people of this beautiful Garden State. Congresswoman Sherrill thanked everyone again and said she was so appreciative of the work done to make the Gateway and Portal Bridge Project a reality.

**Zoe Baldwin**, New Jersey Director of the Regional Plan Association, a nearly 100-year-old urban planning organization working towards better mobility, economic opportunity, and a more sustainable and resilient metropolitan region, thanked everyone for the opportunity to speak. She said as a long-time advocate, they were thrilled to see the Portal North Bridge contract being awarded. Ms. Baldwin said it was going to allow work to finally begin on the most important rail project in the region, second only to the Gateway Tunnel. She said the current bridge was outdated and obsolete, and this project will greatly improve system reliability and overall travel time not only for New Jersey, but for riders along the entire Northeast Corridor. Ms. Baldwin said this was a pre-cursor to the Gateway Tunnel program, and as a rider and advocate, this was a momentous day. She congratulated the Skanska Trailer JV Team. Ms. Baldwin said they were so excited to see this move forward, and this approval was a major step forward for the riding public. She said the Regional Plan Association thanked NJ TRANSIT staff and leadership for bringing this home.

**Joseph Cliff** said he wanted to first add to his prepared comments on what the three congressional representatives spoke on previously. He said this Portal North Bridge Project adds zero capacity and it does not double capacity, and does not add 15 percent capacity, but rather it adds zero capacity. Mr. Cliff said there have been no delays during rush hour for the last three years because the bridge has been closed during rush hour and there have been no commercial openings since the sludge barge stopped operating in October of 2016.

Mr. Cliff questioned this Special Board meeting eight days before a regular meeting. He said nothing on the agenda was eight days time critical and wondered if it was tied to the

gubernatorial debate that night. He said it would be nice to know why NJ TRANSIT was having a Special Board meeting and hopes that the next Governor will take a serious look at this project with the New Jersey taxpayers in mind. Mr. Clift believes they are paying the freight on this, especially with \$600 million in EDA Bonds never mentioned in the scant presentation. He said \$600 million of EDA development money was being wasted because this project was overbuilt and questioned what else could be done with this \$600 million.

Mr. Clift said clearly a nine-page presentation not released until Friday evening was not a serious review of this mass expenditure of \$1.6 billion. He said there was \$182 million per page which was ridiculous. Mr. Clift said a serious, objective, non-rubber stamp Board would not settle for this tiny level of transparency but would instead demand far more transparency. Mr. Clift said the issue was building cost effectively, not just spending money, and the money should be spent more wisely and not just thrown out there. He questioned why an expensive high clearance bridge was being built now when zero commercial boats trips have run under the bridge since the sludge barge ended in March of 2016. Mr. Clift said the bridge was not opened for five hours in the morning or evening peaks, there were zero passenger delays, and talk about delays was past tense.

Mr. Clift questioned why not build the \$400 million Portal South movable bridge proposed by NJ TRANSIT or the \$150 million bridge built by Amtrak proposed for replacement for the North Jersey Coast Line trains. He questioned why spend all this money when they do not need 50-foot clearance and have a moveable bridge that never opens and save \$1.5 billion in taxpayer money. Lastly, Mr. Clift questioned why NJ TRANSIT was still claiming gaining 14 percent capacity into New York Penn when they know zero were tied to the new bridge with the return of the train cut in 2018 and the new Multi-Levels due in 2023. He said it makes the \$766 million federal grant based on a lie which was fraud, and if caught, then NJ TRANSIT will have to absorb the \$766 million cost.

### **Board Member Comments**

**Board Member Adams** thanked the congressional delegation for joining the meeting and for their support on this monumental and very important Portal North Bridge Project in the history of New Jersey, Northeast Corridor, and NJ TRANSIT. He said he joined with Congressman Payne, Jr. in hoping that Skanska, the chosen contractor, can exceed their DBE Goals and looks forward to them having diversity, equity, and inclusion belonging at the forefront of everything they do as far as employment and sub-contractor goals.

Board Member Adams thanked the NJ TRANSIT team for all their hard work in getting this project out on the street and now to get it going forward, which was a monumental effort by everybody involved, and they should be applauded for their efforts on this task. Lastly, he thanked the Office of Civil Rights & Diversity for monitoring this and putting people in place to ensure that the equity and minority DBE goals are met. He thanked the NJ TRANSIT team again for a job well done.

**Board Member Doshi** echoed Board Member Adams comments. In addition, she thanked everyone for their support and the NJ TRANSIT team for all of their hard work on this project, and said they will always ask questions on diversity and DBE goals. She said the NJ TRANSIT team has done a great job.

**Board Member Gordon** believes this was a historic moment and probably one of the most important steps Board Members were going to take during their tenure, in supporting the Portal North Bridge initiative as well as the Gateway Project. He thanked the members of the congressional delegation, and those that were not able to make the meeting, for their steadfast support for these projects. Board Member Gordon said he has had the pleasure of serving with Assemblyman Bill Payne in the legislature and remembers Congressman Malinowski was at the bill signing for the NJ TRANSIT Reform Legislation, along with Congresswoman Sherrill and the rest of team and have been terrific in supporting them.

Board Member Gordon does not think there has been a time since the 1970s or 1980s, when Congressman Roe and Jim Howard were in senior positions of power to get resources into New Jersey. He said this was a great opportunity for their state, having such well-placed and thoughtful leaders on the Hill and he hopes they will do everything they can to get that Infrastructure Bill through the process in the coming weeks. Board Member Gordon also thanked the NJ TRANSIT team for all the work that went into this effort and said it really was a monumental task and a great thing for New Jersey.

**Board Member Narra** echoed her fellow Board Members comments and extended her gratitude to not only their congressional delegation but to all of the staff and management at NJ TRANSIT for the tremendous amount of work taken to get them to the point where they can see the realization of this project. She said this was an opportunity that she did not want them to waste, having obtained the funds to move ahead on something so critical for the overall infrastructure of New Jersey. Also, Board Member Narra echoed her colleagues' comments on the work with the DBE. She said Congressman Payne, Jr. can rest assured that the Members of this Board were concerned with DBE participation of minority owned businesses being at the forefront when looking at the projects that are underway with NJ TRANSIT.

**Board Member Spalla** thanked everyone and echoed all of the sincere expressions of gratitude to everyone that has been involved thus far.

**Board Member Giblin** echoed all of the comments made by her colleagues and was very grateful for the congressional delegation support and all the staff at NJ TRANSIT that worked so hard to make today a reality.

**Vice Chair Fulton** echoed his colleagues and thanked the congressional delegation and most assuredly the NJ TRANSIT team. He said he and his colleagues on the Board will be focused on seeing how this project progresses in every area, especially in the area of DBE activity and schedule. They will try to get this project across the finish line as rapidly as possible consistent with budget. Vice Chair Fulton noted this was historic, and in all of

his years in transportation, this has been a very much talked about project and he was happy to be a part of it. Again, he congratulated and thanked all for the support.

**Chair Gutierrez-Scaccetti** echoed the thanks all around but also wanted to point out while this item highlighted the Board agenda, the agenda also included another important item that pertained to their good labor relations with train engineers and conductors. She understood the commentary about why a Special Board meeting with a regular meeting a week and a half away.

Chair Gutierrez-Scaccetti said going to the Board right now did two things. One, they stay on schedule with Portal North, which was critically important that they not waste any time because it has been a long time coming and they want to make sure that they are on-time and working hard, acknowledging the comments of trying to accelerate a schedule for the project. Secondly, the settlement of the union contract was hugely important for the people who work for NJ TRANSIT so none of this was done without concern and care for all those who work for them and for all that was being done on this agenda. Chair Gutierrez-Scaccetti said it was also important for NJ TRANSIT to maintain a strong relationship with their bargaining units and the employees they serve. She wanted to make sure that everyone looked at the agenda in its entirety and importance.

President & CEO Corbett said before presenting the first action item he wanted to thank all the members of congress for all the support to get this where they were and going forward. He said these were some very exciting times for NJ TRANSIT and thanked Governor Murphy, Chair Gutierrez-Scaccetti, and the rest of the Board for their support. President & CEO Corbett noted they have come a long way over the last three and a half years. Looking back they were a very different organization when they started back in 2018.

President & CEO Corbett said the Portal North was one of the largest projects in NJ TRANSIT's history and was symbolic of all the great things this organization can do when given the resources. He also echoed the comments made by Congresswoman Sherrill and Zoe Baldwin, noting as a commuter for over 30 years, the long and painful history of delays for the Portal Bridge. He said from a commuter aspect, it was very exciting to see. Just like Raritan Bridge commuters, they will soon be seeing visible progress in the coming months.

### **Action Items**

#### **2110-65: PORTAL NORTH BRIDGE PROJECT – AWARD OF GENERAL CONSTRUCTION CONTRACT NO. 20-083X**

President & CEO Corbett introduced Eric Daleo, Senior Vice President, Capital Programs, to present Action Item #2110-65. Eric Daleo recommended approval of Action Item #2110-65: Portal North Bridge Project – Award of General Construction Contract No. 20-083X.

Approval was requested to enter into a contract with Skanska Traylor PNB JV for the construction of the Portal North Bridge Project in the amount not to exceed \$1,559,993,000, plus five percent for contingencies, subject to the availability of funds.

Approval was also requested to negotiate and enter into agreements with Amtrak amending the Project Development Agreement and to take other actions as necessary to proceed with the Portal North Bridge Project.

Chair Gutierrez-Scaccetti made a motion and Board Member Bob Gordon seconded the motion. Board Member Gordon said for the record in his 40-50 years in public life he has never voted for something over a billion dollars before. Vice Chair Fulton asked for a roll call vote and the item was adopted.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Spalla	Giblin	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Absent	Yes	Yes	Yes	Yes	Yes

**2110-66: PROPOSED LABOR AGREEMENTS: NJ TRANSIT RAIL OPERATIONS, INC.**

President & CEO Corbett noted, as mentioned by Chair Gutierrez-Scaccetti, their concern for the workforce in moving these items. He said it was a pleasure to have reached these agreements and this reflected a lot of effort on all sides. President & CEO Corbett noted their workforce has been working hard through the pandemic, have showed up to keep essential service going in the worst of times, and were second to none. He said it was a pleasure that they could conclude these agreements and ensure a good future for their colleagues in labor.

President & CEO Corbett introduced James Sincaglia, Senior Vice President and General Manager, Rail Operations, to present Action Item #2110-66. James Sincaglia recommended approval of Action Item #2110-66: Proposed Labor Agreements: NJ TRANSIT Rail Operations, Inc.

Approval was requested to approve the economic terms and other proposed conditions set forth in the Memoranda of Understanding negotiated by NJ TRANSIT Rail Operations, Inc. and Sheet Metal, Air, Rail, and Transportation-Transportation Division (SMART-TD), National Conference of Fireman (NCFO), Transportation Communication Union (TCU), International Brotherhood of Boilermakers (IBB), Brotherhood of Railway Carmen (BRC), and International Association of Machinists (IAM) (Exhibit A), and to take all necessary steps to finalize and implement same, pending ratification by SMART-TD, NCFO, TCU, IBB, BRC, and IAM.

Board Member James D. Adams made a motion and Board Member Bob Gordon seconded the motion.

Board Member Gordon noted he had a technical question regarding the section relating to health benefits. He noted the replacement of the HMO with an EPO, and asked staff for a description of the difference between the two. James Sincaglia explained the EPO was similar to the HMO plan, but the EPO allowed for out of state coverage. He explained some employees who do not reside in New Jersey have to travel into New Jersey under the HMO, and this switch in plans made employees eligible to receive coverage in their home state.

Board Member Gordon said off topic he would like to welcome Board Member Giblin to the Board, noting he has not had the opportunity to meet Board Member Spalla, but has had the privilege of working with Board Member Giblin at the BPU where she served as General Counsel. He said she has a long and distinguished history serving New Jersey going back to former Governors McGreevy and Corzine and was State Director for Senator Lautenberg. Board Member Gordon said he certainly welcomed Board Member Giblin's expertise to the Board and looked forward to working with her.

Board Member Narra thanked all of the members of the administration who worked very hard to get this contract concluded. She said one of the best things they could do for the employees was to give them certainty and peace of mind knowing they have these contracts. She was grateful for all of the effort that went into these negotiations.

Board Member Giblin said she had no comments on the item but wanted to thank Board Member Gordon for his kind remarks, and she looks forward to working with all of the Board.

Vice Chair Fulton said they often say that people are their most important resource and contracts like this actually put into action and put their money where their mouth is when advancing and moving forward. He congratulated both sides of the table, noting this was where they needed to be so that NJ TRANSIT can provide the highest level of service possible to the traveling public.

Chair Gutierrez-Scaccetti echoed what both Board Member Narra and Vice Chair Fulton said. She said their workforce, as President & CEO Corbett mentioned, have for the better part of 18 to 19 months been on the frontline and put their lives and health at risk to come to work every day to make sure their system could operate for those who needed it. They recognize these commitments by making sure they have good strong labor agreements.

Chair Gutierrez-Scaccetti thanked James Sincaglia and his team for working so hard on a contract that had several issues, technologies, and other matters. Chair Gutierrez-Scaccetti thanked Jerome Johnson, President of the ATU, who was a tough and formidable negotiator. She said having a partnership with him and his membership was truly important to NJ TRANSIT's overall success. Chair Gutierrez-Scaccetti gave a "shout out" to the ATU and Jerome for their hard work in getting this done and to James Sincaglia

and his team for hanging in there and making sure they came out with an equally fair contract on both sides of the table.

Vice Chair Fulton asked for a roll call vote and the item was adopted.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Spalla	Giblin	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Absent	Yes	Yes	Yes	Yes	Yes

**Adjournment**

Since there was no further business, a motion to adjourn was made by Board Member Shanti Narra, seconded by Chair Gutierrez-Scaccetti, and adopted. The meetings were adjourned at approximately 10:39 a.m.

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

**OCTOBER 12, 2021**

**FINAL AGENDA**

**PAGE**

➤ **CALL TO ORDER**

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➤ **PUBLIC COMMENTS ON AGENDA**

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**ACTION ITEMS**

**2110-65 PORTAL NORTH BRIDGE PROJECT – AWARD OF GENERAL CONSTRUCTION CONTRACT NO. 20-083X** – Authorization to enter into NJ TRANSIT Contract No. 20-083X, with Skanska Traylor PNB JV for the construction of the Portal North Bridge Project in the amount not to exceed \$1,559,993,000, plus five percent for contingencies, subject to the availability of funds. **61014**

Authorization to negotiate and enter into agreements with Amtrak amending the Project Development Agreement and to take other actions as necessary to proceed with the Portal North Bridge project.

**2110-66 PROPOSED LABOR AGREEMENTS: NJ TRANSIT RAIL OPERATIONS, INC.** – Authorization to approve the economic terms and other proposed conditions set forth in the Memoranda of Understanding negotiated by NJ TRANSIT Rail Operations, Inc. and the labor unions and authorization for the President & CEO, or his designee, to take all necessary steps to finalize and implement same, pending ratification. **61026**

➤ **ADJOURNMENT**

# **ACTION ITEMS**

# PORTAL NORTH BRIDGE GENERAL CONSTRUCTION CONTRACT No. 20-083X

October 12, 2021



(NJT Board - 10/12/2021)

# PROJECT LOCATION

61015



**Kearny Junction Interlocking**

**Swift Interlocking**

**Diamond Shamrock**

**Laurel Hill Park**

**New Jersey Turnpike Exit 15x**

**Secaucus Transfer Station**

KEARNY FRESHWATER MARSH

CEDAR CREEK MARSH

RIVERBEND WETLAND PRESERVE

HACKENSACK RIVER

PASSAIC RIVER

BELLEVILLE TURNPIKE

PORTAL BRIDGE

THE HUDSON LINE

# PROJECT BENEFITS

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- ★ **Elimination of existing 110-year-old swing bridge**
- ★ **14.4% increase in peak hour, peak direction passenger capacity**
- ★ **Project creates up to 15,000 direct, indirect and induced new jobs**
- ★ **Increases vertical clearance from 23 ft to 50 ft**
- ★ **Increases speed from 60 mph to 90 mph**
- ★ **Reduced life cycle costs**

# Federal Transit Administration FULL FUNDING GRANT AGREEMENT

- ❑ December 9, 2020 - Board Approved entering into the Full Funding Grant Agreement (FFGA) with FTA
- ❑ Jan. 14<sup>th</sup>, 2021 – NJ TRANSIT and FTA execute the \$766.5M FFGA under Section 5309 Capital Investment Grants (CIG) Program.



PROJECT SCHEDULE



## Portal Bridge Contract 20-083X

- Single Contract for Full Build of the Project
- Base Contract Duration is 2,025 days (5.5 years)
- Incentives for Early Completion
- Economic Price Adjustment Clauses
- Value Engineering Change Proposals (VECP's)
- Owner Controlled Insurance Program
- Amtrak Force Account work for tie-in with existing corridor



# BIDS

Skanska Traylor PNB JV (STJV)	\$ 1,559,993,000	Lowest Responsible and Responsive Bid
Tutor Perini/O&G JV	\$ 1,747,700,000	
HS Constructors JV (Halmar / Schiavone)	No Bid	
Kiewit	No Bid	



## Contract 20-083X DBE COMPLIANCE

- **5% DBE Goal**
- **Represents Significant DBE Opportunity**
  - *Skanska submission 5.02%*
  - *Over \$70 million dollars*
  - *15 DBE subcontracts*
- **Constraints**
  - *Emphasis on heavy construction*
  - *Specialty work*
  - *Consideration of existing and future opportunities*

## Contract 20-083X DBE COMPLIANCE

- **NJ TRANSIT Compliance Monitoring for PNB**
  - *OBD staff member for PNB contract compliance monitoring*
  - *DBE submission review*
  - *Monthly payment reconciliation*
  - *Performance issue support*
  - *Add, Remove Replace Approval*
  - *Closeout reconciliation*
- **Partnership with OFCCP and Labor on use of minorities and women**

## REQUESTED BOARD ACTION

**NOW, THEREFORE, BE IT RESOLVED** that the Chair or President & CEO is authorized to execute NJTRANSIT Contract No. 20-083X with Skanska Traylor PNB JV for construction of the Portal North Bridge Project in the amount not to exceed \$1,559,993,000, plus five percent for contingencies, subject to the availability of funds, and

**BE IT FURTHER RESOLVED** that the Chair or President & CEO is authorized to negotiate and enter into agreements with Amtrak amending the Project Development Agreement and to take other actions as necessary to proceed with the Portal North Bridge project.



**ITEM 2110-65: PORTAL NORTH BRIDGE PROJECT – AWARD OF GENERAL CONSTRUCTION CONTRACT NO. 20-083X**

**WHEREAS**, the existing Portal Bridge, located on the Northeast Corridor in Kearny, Hudson County, is a 110-year-old swing bridge that requires span openings for passage of marine traffic and frequent maintenance due to its age, which interrupt and cause delays to NJ TRANSIT and Amtrak rail service; and

**WHEREAS**, NJ TRANSIT has completed the final design and bid documents for the new Portal Bridge Project to replace the existing swing bridge, and NJ TRANSIT has obtained the required agency and stakeholder approvals and permits for the Project; and

**WHEREAS**, the NJ TRANSIT Board of Directors approved the early action Contract No. 16-014XR for the Project on May 17, 2017, and NJ TRANSIT completed the early action contract work for the Portal North Bridge Project in April 2019; and

**WHEREAS**, on July 27, 2020, the NJ TRANSIT Board of Directors authorized staff to enter into a Project Development Agreement with Amtrak to set forth, in detail, the respective rights and responsibilities of both NJ TRANSIT and Amtrak during the Project, including the funding, design, construction, commissioning, management, ownership, operation, and maintenance of Portal North Bridge and related railroad infrastructure; and

**WHEREAS**, NJ TRANSIT and Amtrak executed the Project Development Agreement on November 27, 2020; and

**WHEREAS**, on January 14, 2021, NJ TRANSIT and the Federal Transit Administration (FTA) executed a Full Funding Grant Agreement (FFGA) in the amount of \$766,500,000 for the final design and construction of the Project; and

**WHEREAS**, an Invitation for Bid (IFB) was advertised on *BID EXPRESS*, NJ TRANSIT's electronic bid system, and in *The Star-Ledger* and *Trenton Times* on Thursday, January 14, 2021; and

**WHEREAS**, NJ TRANSIT Office of Business Development (OBD) assigned a five (5) percent race conscious Disadvantaged Business Enterprise (DBE) goal for Portal North Bridge Project Contract No. 20-083X; and

**WHEREAS**, a Pre-bid conference and DBE Outreach Event were held on Wednesday, May 19, 2021; and

**WHEREAS**, bids were received electronically from two pre-qualified bidders and opened on September 2, 2021; and

**WHEREAS**, OBD reviewed the bid and approved a 5.02 percent DBE utilization commitment identified by Skanska Traylor PNB JV; and

**WHEREAS**, upon completion of a competitive procurement process, Skanska Traylor PNB JV, was determined to be the lowest responsive and responsible bidder; and

**WHEREAS**, the FTA, Federal Railroad Administration, Federal Highway Administration, Transportation Trust Fund, New Jersey Turnpike Authority, and Amtrak are the anticipated sources of funding for this project;

**NOW, THEREFORE, BE IT RESOLVED** that the Chair or President & CEO is authorized to enter into NJ TRANSIT Contract No. 20-083X, with Skanska Traylor PNB JV for the construction of the Portal North Bridge Project in the amount not to exceed \$1,559,993,000, plus five percent for contingencies, subject to the availability of funds; and

**BE IT FURTHER RESOLVED** that the Chair or President & CEO is authorized to negotiate and enter into agreements with Amtrak amending the Project Development Agreement and to take other actions as necessary to proceed with the Portal North Bridge project.

**ITEM 2110-66: PROPOSED LABOR AGREEMENTS: NJ TRANSIT RAIL OPERATIONS, INC. AND THE SHEET METAL, AIR, RAIL, AND TRANSPORTATION-TRANSPORTATION DIVISION (SMART-TD) (FORMERLY UTU) LOCAL 60, NATIONAL CONFERENCE OF FIREMAN AND OILERS (NCFO), TRANSPORTATION COMMUNICATION UNION (TCU), INTERNATIONAL BROTHERHOOD OF BOILERMAKERS (IBB), BROTHERHOOD OF RAILWAY CARMEN (BRC), AND INTERNATIONAL ASSOCIATION OF MACHINISTS (IAM)**

**WHEREAS**, NJ TRANSIT Rail Operations, Inc. (“NJT Rail”) and the Sheet Metal, Air, Rail, and Transportation-Transportation Division (SMART-TD), National Conference of Fireman and Oilers (NCFO), Transportation Communication Union (TCU), International Brotherhood of Boilermakers (IBB), Brotherhood of Railway Carmen (BRC), and International Association of Machinists (IAM) have negotiated Labor Agreements for the approximately 2,250 employees represented by the SMART-TD, NCFO, TCU, IBB, BRC, and IAM; and

**WHEREAS**, represented SMART-TD, NCFO, TCU, IBB, BRC, and IAM employees of NJ TRANSIT Rail Operations have negotiated tentative labor agreements with NJ TRANSIT Rail Operations management; and

**WHEREAS**, the terms and conditions of the agreements are set forth in individual Memoranda of Understanding (“MOU”); and

**WHEREAS**, employees represented by the SMART-TD, NCFO, TCU, IBB, BRC, and IAM are currently voting and/or preparing to send ballots on the ratification of the Union’s Memoranda of Understanding with NJ TRANSIT Rail Operations;

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approve the economic terms and other proposed conditions set forth in the Memoranda of Understanding negotiated by NJ TRANSIT Rail Operations, Inc. and Sheet Metal, Air, Rail, and Transportation-Transportation Division (SMART-TD), National Conference of Fireman (NCFO), Transportation Communication Union (TCU), International Brotherhood of Boilermakers (IBB), Brotherhood of Railway Carmen (BRC), and International Association of Machinists (IAM) (Exhibit A), and staff seeks authorization for the President & CEO, or his designee, to take all necessary steps to finalize and implement same, pending ratification by SMART-TD, NCFO, TCU, IBB, BRC, and IAM.

MEMORANDUM OF UNDERSTANDING

BETWEEN

SMART-TD

Representing

Conductors and Trainmen

AND

NEW JERSEY TRANSIT RAIL OPERATIONS

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (“Agreement”) for the period January 1, 2020, through June 30, 2024.

This Memorandum of Understanding is subject to ratification by the membership of the SMART-TD and final approval by the New Jersey Transit Board of Directors.

This Agreement amends the agreement between SMART-TD and New Jersey Transit Rail Operations (NJTRO) amended through December 31, 2019. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the provisions of the Railway Labor Act, as amended. The rule changes set forth in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

**1. Wages**

Effective July 1, 2020, wages shall be increased two percent (2%) over the rates in effect on June 30, 2020.

Effective July 1, 2021, wages shall be increased two and one quarter percent (2.25%) over the rates in effect on June 30, 2021.

Effective January 1, 2022, wages shall be increased two and one quarter percent (2.25%) over the rates in effect on December 31, 2021.

Effective July 1, 2022, wages shall be increased two and one half percent (2.5%) over the rates in effect on June 30, 2022.

Effective July 1, 2023, wages shall be increased three percent (3%) over the rates in effect on June 30, 2023.

**2. Retroactive Wages**

Every active employee, any employee who retired with a payable Railroad Retirement annuity between January 1, 2020 and full and final ratification, as well as any employee who resigned and who was not in an out of service status for disciplinary reasons at the time or subject to pending disciplinary charges shall receive payment for service under the above schedule, said retroactive payment to be made by November 25, 2021 or as soon as practical but in no event later than 90 days after full ratification.

**3. Holidays**

Add Juneteenth as a holiday.

**4. Bereavement Leave**

Add Step-parent. Employees may attend the funerals for any of the persons covered by this rule on any of the three (3) bereavement days.

**5. Paying Off**

All payroll, including shortage adjustments and expense payments, will be made electronically, via direct deposit only. Paper paychecks and pay advices are discontinued.

**6. Electronic Communication**

The parties recognize that this provision is not subject to negotiations, however, for sake of clarity, the parties have agreed to insert this provision in the instant Memorandum of Understanding. Namely, NJTRO and NJT Corporation will use electronic communication to the email address furnished each employee for various notices from the Human Resources, Pension, EEO, Employee Benefits and other Departments. Correspondence from the NJTRO Transportation and Labor Relations Departments shall continue by current methods.

**7. Health and Welfare Benefits**

- a. Change the out of network reimbursement methodology from 80% of Fair Health to 180% of Centers for Medicare and Medicaid Services (CMS) standard.
- b. Add Dispense as Written (DAW) cost containment provision for prescription drug plan.
- c. All prescription drugs to be filled using National Preferred Formulary (NPF) standard.
- d. Speciality drugs to be filled via mail order only. In a situation following the initial prescribing of a medication by a physician in which the employee or dependent must commence use of the medication immediately, the drug may be filled once at a retail pharmacy.
- e. Effective July 1, 2022, the requirement for NJT to provide "triple option" dental plans shall terminate. NJT will seek quotes from various insurance companies to provide employees with dental plans of equal or better provisions than at present.
- f. There will be no "true up" of health contribution increases, as provided in the Memorandum of Understanding dated June 24, 2016. Additionally, there will be no health premium increases during the term of this Memorandum of Understanding.
- g. Effective July 1, 2022, the HMO Plan will be discontinued and all employees in that plan will be placed in a new EPO Plan, which has coverage within as well as outside the State of New Jersey . This plan provides benefits equal to or greater than the HMO Plan. The employee monthly premium for that plan will be \$155 per month. Effective July 1, 2022, employees in the HMO Plan who have attained five (5) years of service may remain in the EPO Plan or transfer to the DA 10 Plan, as stipulated in provision 5 (d) of the Memorandum of Understanding signed June 24, 2016. All employees hired on/after July 1, 2022, will be required to be in the EPO Plan for their initial five (5) years of service, following which they may remain in the EPO Plan or transfer to the DA 10 Plan, as stipulated in provision 5 (d) of the Memorandum of Understanding signed June 24, 2016.
- h. Retirees and their spouses, if applicable, will no longer be required to contribute toward the premium of the basic Traditional Plan. Additionally, the Traditional Plan and the Enhanced Traditional Plan for retirees will be terminated and replaced with the DA 10 Plan for all retirees and their spouses for those retirees who are at least 60 years of age and who have a minimum of 30 years service with NJTRO. There will be no monthly contribution toward the premium of the DA 10 Plan for retirees and their spouses, and eligibility will be the same as with the Traditional Plan for retirees and their spouses.

**8. Displacement**

Amend the language of Rule 16, Bulletins and Assignments and Q & A related thereto, to provide that displacements related to the semi- annual selection of assignments must occur within 24 hours (present rule: 48 hours).

**9. Term**

This Agreement shall continue in full force and effect from January 1, 2020 through June 30, 2024.

**10. Moratorium**

There shall be a moratorium on the serving of Section 6 Notices until April 1, 2024, not be become effective until July 1, 2024.

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on September 25 , 2021.

For the Organization:

For the Company:

SMART-TD

New Jersey Transit Rail Operations

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Jerome Johnson  
General Chairman  
SMART-TD Local 60

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S. M. Drayzen  
DGM- Labor Relations & Administration

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J. A. Devine, III  
Director- Labor Relations (Administration)

APPROVED:

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Kevin Corbett  
President and CEO,  
New Jersey Transit Corporation

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL CONFERENCE OF FIREMAN AND OILERS

REPRESENTING

Laborers, Power Plant Employees, Motor Equipment Operators and Hostler Helpers

AND

NEW JERSEY TRANSIT RAIL OPERATIONS

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (“Agreement”) for the period January 1, 2020, through June 30, 2024.

This Memorandum of Understanding is subject to ratification by the membership of the NCFO and final approval by the New Jersey Transit Board of Directors.

This Agreement amends the agreement between NCFO and New Jersey Transit Rail Operations (NJTRO) amended through December 31, 2019. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with provisions of the Railway Labor Act, as amended. The rule changes set for in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

1. **Wages**

Effective July 1, 2020, wages shall be increased two percent (2%) over the rates in effect on June 30, 2020.

Effective July 1, 2021, wages shall be increased two and one quarter percent (2.25%) over the rates in effect on June 30, 2021.

Effective January 1, 2022, wages shall be increased two- and one-quarter-percent (2.25%) over the rates in effect on December 31, 2021.

Effective July 1, 2022, wages shall be increased two- and one-half percent (2.5%) over the rates in effect on June 30, 2022.

Effective July 1, 2023, wages shall be increased three (3%) over the rates in effect on June 30, 2023.

2. **Retroactive Wages**

Every active employee, any employee who died during the term of agreement from January 1, 2020 up to ratification, any employee who retired with a Railroad Retirement annuity between January 1, 2020 and full and final ratification, as well as any employee who resigned and who was not in and out of service status for a dismissal at the time or subject to a pending dismissal from a serious disciplinary charge shall receive payment for service under the above schedule, said retroactive payment to be made by November 25, 2021 or as soon as practical but in no event later than 90 days after full ratification.

3. **Holiday**

Add Juneteenth as a holiday.

4. **Bereavement Leave**

Add Step-parent. Employees may attend the funerals for any of the persons covered by this rule on any of the three (3) bereavement days.

5. **Paying Off**

All payroll, including shortage adjustments and expense payments, will be made electronically, via direct deposit only. Paper paychecks and pay advices are discontinued.

6. **Electronic Communication**

The parties recognize that this provision is not subject to negotiations, however, for sale of clarity, the parties have agreed to insert this provision in the Instant Memorandum of Understanding. Namely, NJTRO and NJT corporation will use electronic communication to the email address furnished each employee for various notices from the Human Resources, Pension, EEO, Employee Benefits and other Departments. Correspondence from the NJTRO Transportation and Labor Relations Departments shall continue by current methods.

**7. Health and Welfare Benefits**

- a. Change the out-of-network reimbursement methodology from 80% of Fair Health to 180% of Centers of Medicare and Medicaid Services (CMS) standard.
- b. Add Dispense as Written (DAW) cost containment provision for prescription drug plan.
- c. All prescription drugs to be filled using National Preferred Formulary (NPF) standard.
- d. Specialty drugs to be filled via mail order only. In a situation following the initial prescribing of a medication by a physician in which the employee or dependent must commence use of the medication immediately, the drug may be filled once at a retail pharmacy.
- e. Effective July 1, 2022, the requirement for NJT to provide “triple option” dental plans shall terminate. NJT will seek quotes from various insurance companies to provide employees with dental plans of equal or better provisions than at present.
- f. There will be no “true up” of health contribution increases, as provided in the Memorandum of Understanding dated June 24, 2016. Additionally, there will be no health premium increases during the term of this Memorandum of Understanding.
- g. Effective July 1, 2022, the HMO plan will be discontinued and all employees in that plan will be placed in a new EPO Plan, which has coverage within as well as outside the State of New Jersey. This plan provides benefits equal to or greater than the HMO plan. The employee monthly premium for that plan will be \$155 per month. Effective July 1, 2022, employees in the HMO Plan who have attained five (5) years of service may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5 (d) of the Memorandum of Understanding signed June 24, 2016. All employees hired on/after July 1, 2022, will be required to be in the EPO for their initial five (5) years of service, following which they may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5(d) of the Memorandum of Understanding signed June 24, 2016.
- h. The Traditional Plan and the Enhanced Traditional Plan for retirees will be terminated and replaced with the DA10 Plan for all retirees and their spouses for those retirees who are at least 60 years of age and who have a minimum of 30 years of service with NJTRO. There will be no monthly contribution toward the premium of the DA10 Plan for retirees and their spouses, and eligibility will be the same as with the Traditional Plan for retirees and their spouses.

8. Claims

All provisions which require automatic payment of claims if the Carrier fails to respond within time limits will be eliminated. Carrier's failure to respond within time limits will (a) require the Carrier to pay the claimant a two (2) hour penalty at straight time rates, and (b) automatically give the Organization the right to move the claim to the next step in the grievance procedure should they choose to do so.

9. Term

This Agreement shall continue in full force and effect from January 1, 2020 through June 30, 2024.

10. Moratorium

There shall be moratorium on the serving the Section 6 Notices until April 1, 2024, not become effective until July 1, 2024.

This Memorandum of Understanding constitutes the complete agreement of the parties with the respect to changes in the Collective Bargaining Agreement reached with the undersigned on September 25, 2021.

For the Organization:

For the Company:

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Michael Pistone  
General Chairman

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S.M. Drayzen  
DGM- Labor Relations & Administration

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J.A Devine, III  
Director- Labor Relations (Administration)

APPROVED:

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Kevin Corbett  
President and CEO  
New Jersey Transit Corporation

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TRANSPORTATION COMMUNICATION UNION/IAM  
REPRESENTING CLERKS AND TC DIVISION  
AND  
NEW JERSEY TRANSIT RAIL OPERATIONS

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (“Agreement”) for the period January 1, 2020, through June 30, 2024.

This Memorandum of Understanding is subject to ratification by the membership of the TCU/IAM and final approval by the New Jersey Transit Board of Directors.

This Agreement amends the agreement between TCU/IAM and New Jersey Transit Rail Operations (NJTRO) amended through December 31, 2019. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with provisions of the Railway Labor Act, as amended. The rule changes set for in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

1. **Wages**

Effective July 1, 2020, wages shall be increased two percent (2%) over the rates in effect on June 30, 2020.

Effective July 1, 2021, wages shall be increased two and one quarter percent (2.25%) over the rates in effect on June 30, 2021.

Effective January 1, 2022, wages shall be increased two- and one-quarter-percent (2.25%) over the rates in effect on December 31, 2021.

Effective July 1, 2022, wages shall be increased two- and one-half percent (2.5%) over the rates in effect on June 30, 2022.

Effective July 1, 2023, wages shall be increased three (3%) over the rates in effect on June 30, 2023.

2. **Retroactive Wages**

Every active employee, any employee who died during the term of agreement from January 1, 2020 up to ratification, any employee who retired with a Railroad Retirement annuity between January 1, 2020 and full and final ratification, as well as any employee who resigned and who was not in and out of service status for a dismissal at the time or subject to a pending dismissal from a serious disciplinary charge shall receive payment for service under the above schedule, said retroactive payment to be made by November 25, 2021 or as soon as practical but in no event later than 90 days after full ratification.

3. **Holiday**

Add Juneteenth as a holiday

4. **Bereavement Leave**

Add Step-parent. Employees may attend the funerals for any of the persons covered by this rule on any of the three (3) bereavement days

5. **Paying Off**

All payroll, including shortage adjustments and expense payments, will be made electronically, via direct deposit only. Paper paychecks and pay advices are discontinued.

6. **Electronic Communication**

The parties recognize that this provision is not subject to negotiations, however, for sale of clarity, the parties have agreed to insert this provision in the Instant Memorandum of Understanding. Namely, NJTRO and NJT corporation will use electronic communication to the email address furnished each employee for various notices from the Human Resources, Pension, EEO, Employee Benefits and other Departments. Correspondence from the NJTRO Transportation and Labor Relations Departments shall continue by current methods.

**7. Health and Welfare Benefits**

- a. Change the out-of-network reimbursement methodology from 80% of Fair Health to 180% of Centers of Medicare and Medicaid Services (CMS) standard.
- b. Add Dispense as Written (DAW) cost containment provision for prescription drug plan.
- c. All prescription drugs to be filled using National Preferred Formulary (NPF) standard.
- d. Specialty drugs to be filled via mail order only. In a situation following the initial prescribing of a medication by a physician in which the employee or dependent must commence use of the medication immediately, the drug may be filled once at a retail pharmacy.
- e. Effective July 1, 2022, the requirement for NJT to provide “triple option” dental plans shall terminate. NJT will seek quotes from various insurance companies to provide employees with dental plans of equal or better provisions than at present.
- f. There will be no “true up” of health contribution increases, as provided in the Memorandum of Understanding dated June 24, 2016. Additionally, there will be no health premium increases during the term of this Memorandum of Understanding.
- g. Effective July 1, 2022, the HMO plan will be discontinued and all employees in that plan will be placed in a new EPO Plan, which has coverage within as well as outside the State of New Jersey. This plan provides benefits equal to or greater than the HMO plan. The employee monthly premium for that plan will be \$155 per month. Effective July 1, 2022, employees in the HMO Plan who have attained five (5) years of service may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5 (d) of the Memorandum of Understanding signed June 24, 2016. All employees hired on/after July 1, 2022, will be required to be in the EPO for their initial five (5) years of service, following which they may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5(d) of the Memorandum of Understanding signed June 24, 2016.
- h. The Traditional Plan and the Enhanced Traditional Plan for retirees will be terminated and replaced with the DA10 Plan for all retirees and their spouses for those retirees who are at least 60 years of age and who have a minimum of 30 years of service with NJTRO. There will be no monthly contribution toward the premium of the DA10 Plan for retirees and their spouses, and eligibility will be the same as with the Traditional Plan for retirees and their spouses.

8. Claims

All provisions which require automatic payment of claims if the Carrier fails to respond within time limits will be eliminated. Carrier’s failure to respond within time limits will (a) require the Carrier to pay the claimant a two (2) hour penalty at straight time rates, and (b) automatically give the Organization the right to move the claim to the next step in the grievance procedure should they choose to do so.

9. Term

This Agreement shall continue in full force and effect from January 1, 2020 through June 30, 2024.

10. Moratorium

There shall be moratorium on the serving the Section 6 Notices until April 1, 2024, not become effective until July 1, 2024.

This Memorandum of Understanding constitutes the complete agreement of the parties with the respect to changes in the Collective Bargaining Agreement reached with the undersigned on September 25, 2021

For the Organization:

For the Company:

\_\_\_\_\_  
Nick Peluso  
National Representative  
TCU/IAM

\_\_\_\_\_  
S.M. Drayzen  
DGM- Labor Relations & Administration

\_\_\_\_\_  
Anthony Stevens  
Local Division Chairperson  
TCU/IAM

\_\_\_\_\_  
J.A Devine, III  
Director- Labor Relations (Administration)

\_\_\_\_\_  
Arthur Maratea  
National Vice President  
TCU/IAM

APPROVED:  
\_\_\_\_\_  
Kevin Corbett  
President and CEO  
New Jersey Transit Corporation

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRONSHIP BUILDERS, BLACKSMITH, FORGERS  
AND HELPERS

REPRESENTING

BOILERMAKERS AND BLACKSMITHS

AND

NEW JERSEY TRANSIT RAIL OPERATIONS

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (“Agreement”) for the period January 1, 2020, through June 30, 2024.

This Memorandum of Understanding is subject to ratification by the membership of the IBB and final approval by the New Jersey Transit Board of Directors.

This Agreement amends the agreement between IBB and New Jersey Transit Rail Operations (NJTRO) amended through December 31, 2019. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with provisions of the Railway Labor Act, as amended. The rule changes set for in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

1. **Wages**

Effective July 1, 2020, wages shall be increased two percent (2%) over the rates in effect on June 30, 2020.

Effective July 1, 2021, wages shall be increased two and one quarter percent (2.25%) over the rates in effect on June 30, 2021.

Effective January 1, 2022, wages shall be increased two- and one-quarter percent (2.25%) over the rates in effect on June 30, 2022.

Effective July 1, 2022, wages shall be increased two- and one-half percent (2.5%) over the rates in effect on June 30, 2022.

Effective July 1, 2023, wages shall be increased three (3%) over the rates in effect on June 30, 2023.

2. **Retroactive Wages**

Every active employee, any employee who died during the term of agreement from January 1, 2020 up to ratification, any employee who retired with a Railroad Retirement annuity between January 1, 2020 and full and final ratification, as well as any employee who resigned and who was not in and out of service status for a dismissal at the time or subject to a pending dismissal from a serious disciplinary charge shall receive payment for service under the above schedule, said retroactive payment to be made by November 25, 2021 or as soon as practical but in no event later than 90 days after full ratification.

3. **Holiday**

Add Juneteenth as a holiday.

4. **Bereavement Leave**

Add Step-parent. Employees may attend the funerals for any of the persons covered by this rule on any of the three (3) bereavement days.

5. **Paying Off**

All payroll, including shortage adjustments and expense payments, will be made electronically, via direct deposit only. Paper paychecks and pay advices are discontinued.

6. **Electronic Communication**

The parties recognize that this provision is not subject to negotiations, however, for sale of clarity, the parties have agreed to insert this provision in the Instant Memorandum of Understanding. Namely, NJTRO and NJT corporation will use electronic communication to the email address furnished each employee for various notices from the Human Resources, Pension, EEO, Employee Benefits and other Departments. Correspondence from the NJTRO Transportation and Labor Relations Departments shall continue by current methods.

**7. Health and Welfare Benefits**

- a. Change the out-of-network reimbursement methodology from 80% of Fair Health to 180% of Centers of Medicare and Medicaid Services (CMS) standard.
- b. Add Dispense as Written (DAW) cost containment provision for prescription drug plan.
- c. All prescription drugs to be filled using National Preferred Formulary (NPF) standard.
- d. Specialty drugs to be filled via mail order only. In a situation following the initial prescribing of a medication by a physician in which the employee or dependent must commence use of the medication immediately, the drug may be filled once at a retail pharmacy.
- e. Effective July 1, 2022, the requirement for NJT to provide “triple option” dental plans shall terminate. NJT will seek quotes from various insurance companies to provide employees with dental plans of equal or better provisions than at present.
- f. There will be no “true up” of health contribution increases, as provided in the Memorandum of Understanding dated June 24, 2016. Additionally, there will be no health premium increases during the term of this Memorandum of Understanding.
- g. Effective July 1, 2022, the HMO plan will be discontinued and all employees in that plan will be placed in a new EPO Plan, which has coverage within as well as outside the State of New Jersey. This plan provides benefits equal to or greater than the HMO plan. The employee monthly premium for that plan will be \$155 per month. Effective July 1, 2022, employees in the HMO Plan who have attained five (5) years of service may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5 (d) of the Memorandum of Understanding signed June 24, 2016. All employees hired on/after July 1, 2022, will be required to be in the EPO for their initial five (5) years of service, following which they may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5(d) of the Memorandum of Understanding signed June 24, 2016.
- h. The Traditional Plan and the Enhanced Traditional Plan for retirees will be terminated and replaced with the DA10 Plan for all retirees and their spouses for those retirees who are at least 60 years of age and who have a minimum of 30 years of service with NJTRO. There will be no monthly contribution toward the premium of the DA10 Plan for retirees and their spouses, and eligibility will be the same as with the Traditional Plan for retirees and their spouses.

8. Claims

All provisions which require automatic payment of claims if the Carrier fails to respond within time limits will be eliminated. Carrier’s failure to respond within time limits will (a) require the Carrier to pay the claimant a two (2) hour penalty at straight time rates, and (b) automatically give the Organization the right to move the claim to the next step in the grievance procedure should they choose to do so.

9. Term

This Agreement shall continue in full force and effect from January 1, 2020 through June 30, 2024.

10. Moratorium

There shall be moratorium on the serving the Section 6 Notices until April 1, 2024, not become effective until July 1, 2024.

This Memorandum of Understanding constitutes the complete agreement of the parties with the respect to changes in the Collective Bargaining Agreement reached with the undersigned on September 25, 2021.

For the Organization:

For the Company:

\_\_\_\_\_

Chris Browning  
International Representative

\_\_\_\_\_

S.M. Drayzen  
DGM- Labor Relations & Administration

\_\_\_\_\_

J.A Devine, III  
Director- Labor Relations (Administration)

APPROVED:

\_\_\_\_\_

Kevin Corbett  
President and CEO  
New Jersey Transit Corporation

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BROTHERHOOD RAILWAY CARMEN  
REPRESENTING  
CARMEN AND CAR APPEARANCE MAINTAINERS  
AND  
NEW JERSEY TRANSIT RAIL OPERATIONS

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (“Agreement”) for the period January 1, 2020, through June 30, 2024.

This Memorandum of Understanding is subject to ratification by the membership of the BRC and final approval by the New Jersey Transit Board of Directors.

This Agreement amends the agreement between BRC and New Jersey Transit Rail Operations (NJTRO) amended through December 31, 2019. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with provisions of the Railway Labor Act, as amended. The rule changes set for in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

1. **Wages**

Effective July 1, 2020, wages shall be increased two percent (2%) over the rates in effect on June 30, 2020.

Effective July 1, 2021, wages shall be increased two and one quarter percent (2.25%) over the rates in effect on June 30, 2021.

Effective January 1, 2022, wages shall be increased two- and one-quarter-percent (2.25%) over the rates in effect on December 31, 2021.

Effective July 1, 2022, wages shall be increased two- and one-half percent (2.5%) over the rates in effect on June 30, 2022.

Effective July 1, 2023, wages shall be increased three (3%) over the rates in effect on June 30, 2023.

2. **Retroactive Wages**

Every active employee, any employee who died during the term of agreement from January 1, 2020 up to ratification, any employee who retired with a Railroad Retirement annuity between January 1, 2020 and full and final ratification, as well as any employee who resigned and who was not in and out of service status for a dismissal at the time or subject to a pending dismissal from a serious disciplinary charge shall receive payment for service under the above schedule, said retroactive payment to be made by November 25, 2021 or as soon as practical but in no event later than 90 days after full ratification.

3. **Holiday**

Add Juneteenth as a holiday.

4. **Bereavement Leave**

Add Step-parent. Employees may attend the funerals for any of the persons covered by this rule on any of the three (3) bereavement days.

5. **Paying Off**

All payroll, including shortage adjustments and expense payments, will be made electronically, via direct deposit only. Paper paychecks and pay advices are discontinued.

6. **Electronic Communication**

The parties recognize that this provision is not subject to negotiations, however, for sale of clarity, the parties have agreed to insert this provision in the Instant Memorandum of Understanding. Namely, NJTRO and NJT corporation will use electronic communication to the email address furnished each employee for various notices from the Human Resources, Pension, EEO, Employee Benefits and other Departments. Correspondence from the NJTRO Transportation and Labor Relations Departments shall continue by current methods.

**7. Health and Welfare Benefits**

- a. Change the out-of-network reimbursement methodology from 80% of Fair Health to 180% of Centers of Medicare and Medicaid Services (CMS) standard.
- b. Add Dispense as Written (DAW) cost containment provision for prescription drug plan.
- c. All prescription drugs to be filled using National Preferred Formulary (NPF) standard.
- d. Specialty drugs to be filled via mail order only. In a situation following the initial prescribing of a medication by a physician in which the employee or dependent must commence use of the medication immediately, the drug may be filled once at a retail pharmacy.
- e. Effective July 1, 2022, the requirement for NJT to provide “triple option” dental plans shall terminate. NJT will seek quotes from various insurance companies to provide employees with dental plans of equal or better provisions than at present.
- f. There will be no “true up” of health contribution increases, as provided in the Memorandum of Understanding dated June 24, 2016. Additionally, there will be no health premium increases during the term of this Memorandum of Understanding.
- g. Effective July 1, 2022, the HMO plan will be discontinued and all employees in that plan will be placed in a new EPO Plan, which has coverage within as well as outside the State of New Jersey. This plan provides benefits equal to or greater than the HMO plan. The employee monthly premium for that plan will be \$155 per month. Effective July 1, 2022, employees in the HMO Plan who have attained five (5) years of service may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5 (d) of the Memorandum of Understanding signed June 24, 2016. All employees hired on/after July 1, 2022, will be required to be in the EPO for their initial five (5) years of service, following which they may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5(d) of the Memorandum of Understanding signed June 24, 2016.
- h. The Traditional Plan and the Enhanced Traditional Plan for retirees will be terminated and replaced with the DA10 Plan for all retirees and their spouses for those retirees who are at least 60 years of age and who have a minimum of 30 years of service with NJTRO. There will be no monthly contribution toward the premium of the DA10 Plan for retirees and their spouses, and eligibility will be the same as with the Traditional Plan for retirees and their spouses.

8. Claims

All provisions which require automatic payment of claims if the Carrier fails to respond within time limits will be eliminated. Carrier’s failure to respond within time limits will (a) require the Carrier to pay the claimant a two (2) hour penalty at straight time rates, and (b) automatically give the Organization the right to move the claim to the next step in the grievance procedure should they choose to do so.

9. Term

This Agreement shall continue in full force and effect from January 1, 2020 through June 30, 2024.

10. Moratorium

There shall be moratorium on the serving the Section 6 Notices until April 1, 2024, not become effective until July 1, 2024.

This Memorandum of Understanding constitutes the complete agreement of the parties with the respect to changes in the Collective Bargaining Agreement reached with the undersigned on September 25, 2021.

For the Organization:

For the Company:

\_\_\_\_\_  
Don Grissom  
Assistant General President  
Brotherhood Railway Carmen

\_\_\_\_\_  
S.M. Drayzen  
DGM- Labor Relations & Administration

\_\_\_\_\_  
Richard Johnson  
General President  
Brotherhood Railway Carmen

\_\_\_\_\_  
J.A Devine, III  
Director- Labor Relations (Administration)

APPROVED:

\_\_\_\_\_  
Kevin Corbett  
President and CEO  
New Jersey Transit Corporation

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

REPRESENTING

MACHINISTS

AND

NEW JERSEY TRANSIT RAIL OPERATIONS

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (“Agreement”) for the period January 1, 2020, through June 30, 2024.

This Memorandum of Understanding is subject to ratification by the membership of the IAMAW and final approval by the New Jersey Transit Board of Directors.

This Agreement amends the agreement between IAMAW and New Jersey Transit Rail Operations (NJTRO) amended through December 31, 2019. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with provisions of the Railway Labor Act, as amended. The rule changes set for in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

1. **Wages**

Effective July 1, 2020, wages shall be increased two percent (2%) over the rates in effect on June 30, 2020.

Effective July 1, 2021, wages shall be increased two and one quarter percent (2.25%) over the rates in effect on June 30, 2021.

Effective January 1, 2022, wages shall be increased two- and one-quarter-percent (2.25%) over the rates in effect on December 31, 2021.

Effective July 1, 2022, wages shall be increased two- and one-half percent (2.5%) over the rates in effect on June 30, 2022.

Effective July 1, 2023, wages shall be increased three (3%) over the rates in effect on June 30, 2023.

2. **Retroactive Wages**

Every active employee, any employee who died during the term of agreement from January 1, 2020 up to ratification, any employee who retired with a Railroad Retirement annuity between January 1, 2020 and full and final ratification, as well as any employee who resigned and who was not in and out of service status for a dismissal at the time or subject to a pending dismissal from a serious disciplinary charge shall receive payment for service under the above schedule, said retroactive payment to be made by November 25, 2021 or as soon as practical but in no event later than 90 days after full ratification.

3. **Holiday**

Add Juneteenth as a holiday.

4. **Bereavement Leave**

Add Step-parent. Employees may attend the funerals for any of the persons covered by this rule on any of the three (3) bereavement days.

5. **Paying Off**

All payroll, including shortage adjustments and expense payments, will be made electronically, via direct deposit only. Paper paychecks and pay advices are discontinued.

6. **Electronic Communication**

The parties recognize that this provision is not subject to negotiations, however, for sale of clarity, the parties have agreed to insert this provision in the Instant Memorandum of Understanding. Namely, NJTRO and NJT corporation will use electronic communication to the email address furnished each employee for various notices from the Human Resources, Pension, EEO, Employee Benefits and other Departments. Correspondence from the NJTRO Transportation and Labor Relations Departments shall continue by current methods.

**7. Health and Welfare Benefits**

- a. Change the out-of-network reimbursement methodology from 80% of Fair Health to 180% of Centers of Medicare and Medicaid Services (CMS) standard.
- b. Add Dispense as Written (DAW) cost containment provision for prescription drug plan.
- c. All prescription drugs to be filled using National Preferred Formulary (NPF) standard.
- d. Specialty drugs to be filled via mail order only. In a situation following the initial prescribing of a medication by a physician in which the employee or dependent must commence use of the medication immediately, the drug may be filled once at a retail pharmacy.
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- g. Effective July 1, 2022, the HMO plan will be discontinued and all employees in that plan will be placed in a new EPO Plan, which has coverage within as well as outside the State of New Jersey. This plan provides benefits equal to or greater than the HMO plan. The employee monthly premium for that plan will be \$155 per month. Effective July 1, 2022, employees in the HMO Plan who have attained five (5) years of service may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5 (d) of the Memorandum of Understanding signed June 24, 2016. All employees hired on/after July 1, 2022, will be required to be in the EPO for their initial five (5) years of service, following which they may remain in the EPO Plan or transfer to the DA10 Plan, as stipulated in provision 5(d) of the Memorandum of Understanding signed June 24, 2016.
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For the Organization:

For the Company:

\_\_\_\_\_  
James B. Orwan  
General Chairman

\_\_\_\_\_  
S.M. Drayzen  
DGM- Labor Relations & Administration

\_\_\_\_\_  
Mark Perez  
Local Chairman

\_\_\_\_\_  
J.A Devine, III  
Director- Labor Relations (Administration)

\_\_\_\_\_  
Mike Perry  
President Directing General Chairman

APPROVED:  
\_\_\_\_\_  
Kevin Corbett  
President and CEO  
New Jersey Transit Corporation