

Philip D. Murphy, Governor
Tahesha L. Way, Lieutenant Governor
Francis K. O'Connor, Commissioner
Kris Kolluri, President & CEO

TWO GATEWAY
283-299 MARKET STREET
NEWARK, NJ 07102-5310
973-491-7000



September 25, 2025

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

Dear Governor Murphy:

Pursuant to Chapter 150, Laws of 1979, I herein transmit the minutes of actions taken at the open session of the meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc., Board of Directors held on Friday, September 19, 2025.

Sincerely,

Meghan Clark Umukoro

Meghan Clark Umukoro
Board Secretary

Enclosures

Open Session Minutes of the actions taken at the Board of Directors' meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. held at NJ TRANSIT Headquarters, Two Gateway, 283-299 Market Street, Newark, New Jersey on Friday, September 19, 2025. The meetings occurred concurrently.

Board Members

Francis K. O'Connor, Chair
Kiabi D. Carson, Vice Chair
Aaron J. Creuz, Governor's Representative
Michael Kanef, Treasurer's Representative (ABSENT)
Anthony N. Abrantes, Board Member
Richard A. Maroko, Board Member
Shanti Narra, Board Member
Evan S. Weiss, Board Member
Rashonda A. McCray, Board Member (Non-Voting)
Karen Thomas, Board Member (Non-Voting)

Staff

Kris Kolluri, President & Chief Executive Officer (CEO)
Meghan Clark Umukoro, Board Secretary
Christopher Iu, Acting Senior Vice President, Chief Legal Officer & General Counsel
Michael Kilcoyne, Senior Vice President, Surface Transit & General Manager, Bus Ops.
William C. Brooks, Senior Vice President, Capital Delivery

Chair O'Connor convened the Open Session at 10:02 a.m., in accordance with the Open Public Meetings Act and NJ TRANSIT's enabling legislation. The pledge of allegiance to the flag was recited.

Board Secretary Umukoro conducted Roll Call and noted Vice Chair Carson and Board Member Weiss were participating remotely, Board Member Kanef was absent, and President & CEO Kolluri was participating remotely.

Board Secretary Umukoro announced that adequate notice of the meetings of the Board of Directors of the New Jersey Transit Corporation and its affiliates and subsidiaries was provided in accordance with the Open Public Meetings Act and NJ TRANSIT's enabling legislation. Notices were filed on September 12, 2025, with the Secretary of State, sent to newspapers of general distribution, posted in the main entrance of NJ TRANSIT's headquarters, published on the corporation's website, and sent to each individual, agency, and organization that requested such notice.

Approval of Minutes

Chair O'Connor asked for a motion to approve the minutes of the July 17, 2025, and August 28, 2025, Board meetings. Board Member Anthony N. Abrantes made the motion, Board Member Richard A. Maroko seconded the motion, and the minutes were adopted.

Advisory Committee Report

Anna Marie Gonnella Rosato presented the Advisory Committee report. The North and South Jersey Passenger Advisory Committee met jointly and virtually on Friday, September 12, 2025. Two members were appointed to the South Jersey Passenger Advisory Committee. They received presentations from the Director of Planning Services Johanna Heine on statewide bus service changes and enhancements, and a presentation from Customer Advocate Franck Beamin on the Camden We Are Listening Forum.

Ms. Gonnella Rosato said NJ TRANSIT had been named again by *Forbes* as America's Best Large Employers in New Jersey for the fifth consecutive year. It also ranked highly in the Transportation and Logistics category.

The Passenger Advisory Committee learned that 200 additional multilevel rail cars were authorized for purchase under a contract option with Alstom, which would bring the total system to 374 new railcars ordered to phase out the older and less reliable single-level railcars.

Ms. Gonnella Rosato said NJ TRANSIT was recognizing Think Train Week from September 15 through September 21, 2025 by reminding customers, drivers, and pedestrians the best ways to stay safe near railroad tracks.

NJ TRANSIT also expanded the Fare Pay Card to the entire bus fleet and all three light rail systems. The reusable cards would allow customers to purchase and store monthly passes of 10-trip bus tickets or cash value on them to enjoy the convenience of tap and go.

On August 28, 2025, NJ TRANSIT launched a campaign called Jersey Journeys: Every Stop Tells a Story. Ms. Gonnella Rosato said this was an interactive map showing 150 historic sites and landmarks across the state easily accessible by NJ TRANSIT bus, rail, and light rail.

NJ TRANSIT also kicked off the NFL regular season on September 7, 2025 with Meadowlands Rail Line service to MetLife Stadium.

The Passenger Advisory Committee also received updates from NJ TRANSIT's Government and Community Relations department, Paul Wyckoff, Chief of Government & External Affairs, John Del Colle, Senior Director Legislative Relations, and Barbara Lazzaro, Senior Director Local Government & Community Relations.

Ms. Gonnella Rosato said the Passenger Advisory Committee supported the action items 2509-38 Bus Services in Support of the 2026 World Cup Busing Plan; 2509-39 Proposed Labor Agreements between NJ TRANSIT Bus Operations, Inc., and the Amalgamated Transit Union; 2509-41 Bus Stock Program – Option to Purchase up to 260 40-Foot Buses and 26 Zero-Emission Buses.

In closing, Ms. Gonnella Rosato said their next Passenger Advisory Committee meeting would be held on October 24, 2025.

Chair O'Connor asked Board Secretary Umukoro if there were any comments from the public. Board Secretary Umukoro said there were four in-person speakers and three pre-registered telephone speakers.

Board Secretary Umukoro said in order to give everyone an opportunity to be heard, comments would be limited to three minutes. Priority access would be given to pre-registered in-person speakers, followed by any additional in-person speakers. They would then take comments from telephone participants queued to speak. Board Secretary Umukoro instructed those participating by telephone, if they had not already done so, please press *1 on their telephone keypad to enter the queue to speak. They would hear a brief tone to indicate they have successfully entered the queue.

Public Comments

Sally Jane Gellert, Chairperson of the Lackawanna Coalition, said regarding Action Item #2509-38: Bus Services in Support of 2026 World Cup Busing Plan, they were expecting to see details of the auxiliary bus services that were the subject of this contract. Ms. Gellert said once again the meeting agenda supporting documents did not include details, unlike the labor contract that was the subject of Action Item #2509-39. She said it was hard to make an intelligent comment without being able to analyze the specifics, but maybe they preferred to keep the public in the dark. Ms. Gellert said they knew how rare it was to hear any Board discussion or have any decision be less than unanimous. She said none of the information required to make an intelligent decision to approve this action item was on the agenda, including no estimated cost of entire project to provide buses to the eight World Cup matches at MetLife Stadium, no information on the two losing bids, zero details on the contract, and no statement of where they were getting the money.

Ms. Gellert said regarding Action Item #2509-41: Bus Stock Program - Option to Purchase Up to 260 40-Foot Buses and 26 Zero-Emission Buses, they appreciated the updated agenda's inclusion of the prior authorized bus purchases but blanched a bit at the quantity and cost. She said the State had a goal of moving away from diesel and internal combustion to more electric vehicles. This tends to be more efficient for fleets than for individuals, and electric vehicles were best purchased as replacements when the previous vehicles were effectively used up. Ms. Gellert said they saw only 46 electric buses listed among the 1,264 authorized buses, an extremely small number, unless there were more electric buses in the previous 958 40-foot and 60-foot buses that were reflected in the presentation on the agenda. She said these buses would surely have a multidecade life, so they seemed to be

locking in emissions over that time. Ms. Gellert asked how many of the previously authorized buses were already on order, and when they would be delivered. She asked what the schedule of payments for these buses was. Ms. Gellert said none of the information required to make an intelligent decision to approve the action item was on the agenda.

Ms. Gellert said regarding Action Item #2509-42: Design and Construction Support Services for Rehabilitation and Accessibility Enhancement at Bloomfield Station – Contract Amendment, they had been attending meetings of the Bloomfield town council to support the addition of a bus shelter on the southbound side of Glenwood Avenue, south of the train overpass. She said their members had previously used a shelter at this location and they particularly wanted to bring this effort to the Board’s attention as they amended the contract for state-of-good repair and ADA-compliance work at the station. Ms. Gellert said they expressed concern about the many contract amendments they saw at these meetings, often like today, with little or no explanation of the reason for the amendment or view of the overall scope of the project and contract. She said they trusted that no other station would be closed in association with this project, as had happened in Lyndhurst with Kingsland station, without any regard to the needs of regular Kingsland riders. Ms. Gellert’s full written statement was shared with the Board.

David Peter Alan said while he was a member of the Senior Citizens and Disabled Residents Transportation Advisory Committee (SCDRTAC), he was speaking in a personal capacity, which meant he spoke only for himself. Mr. Alan said on June 23, 2025, he was formally notified that he faced potential expulsion from the Committee based on comments he made at a prior meeting. A proceeding was subsequently held, and on August 11, 2025, he was informed by the manager overseeing the process that the required two-thirds vote for expulsion or other action was not reached. He said no action had been taken against him and he remained a member in good standing. Mr. Alan said he was acquitted of the charges against him.

Mr. Alan said he wished to acknowledge and thank the members of SCDRTAC who participated in the process and affirmed his continued service. He said he would continue to carry out his responsibilities to support seniors and riders with disabilities in accordance with the Committee’s full mission and with the protections guaranteed by both the United States and New Jersey Constitutions.

Mr. Alan said he engaged in other transit-related activities, and he had a bus issue. On September 18, 2025, he was in South Amboy and wanted to take the #817 bus to Keyport. The My Bus feature could not find it, nor could the NJ TRANSIT operators. He said the provider, Suburban Transit/Coach USA, was not helpful either. Mr. Alan said these buses were operating under NJ TRANSIT’s flag; therefore, the agency has an obligation to the riders to know where all buses under its flag were and to tell the riders.

Mr. Alan said he reported about a news conference featuring Transportation Secretary Sean Duffy and Andy Byford, where Byford announced that he had placed the proposed Penn South, an expansion of New York Penn Station, on hold and would consider running trains that would serve both New Jersey and Long Island, and possibly Metro-North in the future.

He said he expressed his hope that NJ TRANSIT and all others concerned would work effectively towards making New York Penn Station a more inviting and useful place.

Mr. Alan said next month he would be moderating a panel sponsored by *Railway Age* about Pop-Up Metro, a novel and inexpensive system that could provide passenger service on rail lines that currently did not have it, without the expense and difficulty that came with the Federal Transit Administration's (FTA) New Start Program. He said he believed that this innovation could help NJ TRANSIT to expand its service area in a cost-effective manner. Mr. Alan said while he was busy with other rail-related activities, he also looked forward to continuing his efforts with SCDRTAC. Mr. Alan's full statement was shared with the Board.

Martin Heraghty said he was affiliated with the Amalgamated Transit Union (ATU), which was the workforce for the Bus Operations side. Mr. Heraghty said he was a member of Local 824, Howell Garage in South Jersey. They represented over 6,000 members and were the workforce that moved the State of New Jersey. Mr. Heraghty said after a year and half of negotiating, he was there to give credit to both negotiating teams on the tentative agreement that the Board would be voting on. He acknowledged the New Jersey State Board Council, which represents their members, including Bus Operators, Mechanics, Fuelers, Servicemen, Cleaners, and Surface Transit Operators. They came to an agreement two months ago, when they accepted the tentative agreement, ratified the vote, and now the vote was in front of the Board. He said this was the finish line.

Mr. Heraghty said he wanted to take the opportunity to thank their team negotiators, International Vice President Raymond Greaves, State Board Chairman Orlando Riley, Senior Vice President of Surface Transit and General Manager of Bus Operations Michael Kilcoyne and his team, and of course NJ TRANSIT's Board of Directors. Mr. Heraghty said the workforce expected a fair day's pay for a fair day of work. They could not fit 6,000 members in the Boardroom, and he could not speak for all of them, but he was glad they had a voice at the table, and they would be seeing them again in another three years.

Mr. Heraghty said when it came to negotiations, they set the prevailing wage for what they were willing to pay and what they were willing to accept for their labor and contractual rights. He held up a contract book from 1962, said bus operators were making \$2.48 per hour which totaled \$99 per week, and they had obviously come a long way. Mr. Heraghty said they had great history working together, sometimes they had their differences, but when it came down to it, the workforce, the people that moved the state, should be recognized and today they were being recognized, and he appreciated the opportunity to speak on their behalf.

Matthew Graham, resident of Union City, said he worked in Jersey City and took a bus to the meetings. Mr. Graham said he did not take a NJ TRANSIT bus because if he waited for the NJ TRANSIT bus, he would have been late to the meetings. He said everyone knew that the bus service in New Jersey was not good enough. Mr. Graham said if you ride the bus, you experience it firsthand. If you do not ride the bus, you are evidence that it is not good enough.

Mr. Graham wanted to speak specifically about bus service in Hudson County and remind the Board of three facts. First, people commute to places other than Midtown Manhattan. Second, people commute at times other than rush hour, for example nurses and doctors. Third, people ride the bus for personal and social reasons, not solely for commuting. Mr. Graham asked what does a bus schedule tell a stay-at-home mom when the buses run regularly at rush hour and hourly during midday.

Mr. Graham said one bus line that was particularly challenging by these facts was the #86 Bus, which went between Jersey City and Union City. The bus goes by Newport Mall and runs right past his house. He said it was the bus he would like to take to work but it runs every 40 minutes early in the morning and every 65 minutes at midday. Mr. Graham said if he missed the bus, he would have to wait an hour and 10 minutes for the next one. For this reason, he usually did not take the NJ TRANSIT bus.

Mr. Graham said employers did not base their work schedules on the bus schedule. Hourly buses often meant choosing between being 20 minutes early, 20 minutes late, or 40 minutes early. He said the #86 Bus frequently lacked real time information. Buses appeared in the app even more infrequently than they were. He said revenue was lost when potential riders like himself earlier in the week, found other options.

Mr. Graham asked the Board to consider combining the #86 Bus with the #85 Bus. He said it was one bus line between Newport Mall and the American Dream Mall, with higher overall frequency. He said the result was a high value, high demand to both destinations, particularly for young people who more likely relied on transit. Mr. Graham said it would be fuller in the day because riders would be getting off at their destination and more people boarding to get to their destination. He asked the Board to remember the riders who did not go through the Lincoln Tunnel each day and to consider combining the two bus lines.

Vito Havrilla, Vice Chairperson and Legislative Director of the Lackawanna Coalition, said he would be delivering the second half of the Board statement, picking up where Ms. Gellert left off. Mr. Havrilla said regarding Action Item #2509-42: Design and Construction Support Services for Rehabilitation and Accessibility Enhancement at Bloomfield Station – Contract Amendment, they requested official assurance that no other station would be affected. He said none of the information required to make an intelligent decision to approve the item was on the agenda. Mr. Havrilla asked why they needed an additional \$631,000. He said no excuse or reason was given. He asked what the total cost of the project was and said \$5.3 million for design services suggested a grand total of \$53 million. He asked what the specific elements of the project were. Mr. Havrilla asked what the current actual weekday boarding population was and said in 2018, NJ TRANSIT reported 2,332 inbound weekday riders at Bloomfield, which would make this a very high cost per individual rider. He asked how much money would come from each funding source.

Mr. Havrilla said regarding Action Item #2509-43: Appointment of Auditor General, they had long asked for financial responsibility and transparency at NJ TRANSIT and they hoped this appointment would help toward providing both. They looked forward to public reports.

Mr. Havrilla said on Tuesday, September 16, 2025, one of their members took train #6263 from Newark Broad Street. The train was a five-car multilevel and was packed. Passengers had to exit the train to allow other passengers to disembark. It was so crowded that the conductors could not walk through the train to collect tickets. Mr. Havrilla said as previously reported by NJ TRANSIT to New York Metropolitan Transportation Council (NYMTC), this train normally had at least six cars. He said they could not remember ever seeing a five-car train leaving New York Penn Station. Based on what they had seen, they thought there might have been a six-car minimum. Mr. Havrilla said incidents such as these made riding the train an unpleasant experience for the passengers and crew.

Mr. Havrilla said lastly, Bloomfield Avenue sidewalk construction affected bus riders. The current sidewalk construction on Bloomfield Avenue in Bloomfield made navigating those areas hazardous. The corner of Orange Street and Bloomfield Avenue, where the Newark-bound bus stop was located, was under construction. Mr. Havrilla asked that they inform bus riders and passengers of such conditions and put alerts on NJ TRANSIT website and social media in these situations. His full statement was shared with the Board

Jesse Rynkiewicz said he was calling about District One of Cape May County and South Jersey. Mr. Rynkiewicz said they did not have rail service in their area, and they had not had rail service for almost 20 years. There were tracks that had not been worked on and were falling apart. He said he was calling because he wanted to find a faster route to Rowan University from Cape May. Mr. Rynkiewicz said he used the buses to commute because they ran more efficiently, and they were more environmentally friendly.

Mr. Rynkiewicz said New Jersey Republican gubernatorial candidate Jack Ciattarelli does not want to invest in the Glassboro-Camden line and people needed to be very cautious about who they planned on voting for in the Fall. He said he did not want to get political, but not investing in public transit would affect and hurt a lot of passengers. Mr. Rynkiewicz said that funding should be made available for the Glassboro-Camden Line and that the line should be extended to Vineland. He said they needed a bus terminal in Vineland as well. Mr. Rynkiewicz said the only bus terminal was in Atlantic City which caused a lot of traffic congestion commuting riders from South Jersey to Rowan University.

Mr. Rynkiewicz said he spoke with Steve Sweeney at the Center for Public Policy, which handles these kinds of matters, as well as the Tri-State Transportation Campaign, and they agreed that the Glassboro-Camden Line should get back up and running again. He said he saw that the project was delayed until 2028. Mr. Rynkiewicz said they needed rail service and there was a bridge in Cape May that was falling apart. He said the New Jersey Route 55 extension project would cost more money, it was more environmentally hazardous, and it was a controversial project. Therefore, it was not a feasible option to put a highway on the peninsula.

Adam Reich said regarding Mean Distance Between Failure, they heard a lot about the investment in new equipment, which was important, but the reality remained that it would be months until any of the equipment entered revenue service and years until the new equipment could make an appreciable dent in it. Mr. Reich said it was imperative that the

public hear a detailed plan about improving rail equipment reliability for all the other fleets, since the riding public needed to rely on this equipment for the foreseeable future. He agreed with President and CEO Kolluri, that taxpayer's time was an important thing, but part of what mattered was riders being delayed from getting to work or getting home because of engineer availability, cancellations, and mechanical issues. Mr. Reich said he could not emphasize how much he was dismayed to hear staff give an impassioned refutation of the Bloomberg article on NJ TRANSIT being so unreliable compared to agency peers. He said, for months, the riding public has asked for a detailed plan on reliability that had not been forthcoming.

Mr. Reich said he wanted to echo Ms. Gellert's comments. He agreed that the resolutions needed more details on contract amendments. Mr. Reich asked why they were being amended and what the scope of the work was. He said these projects probably did have merit in most cases, but it was still important that they gave the public some sense of what they were paying more for.

Mr. Reich said he also wanted to stress that he had been making a point of calling the meetings in his personal capacity and using his personal time. He said a couple of years ago when he was advocating for masked rail cars, there were NJ TRANSIT employees pressuring the United Railroad Historical Society of New Jersey, which depended on a working relationship with them. Mr. Reich said in one case, an employee, with their supervisor present in the room, made a heated call to one of their Board members. He asked President & CEO Kolluri if he would commit to reviewing this matter since he was concerned about Mr. Reich's time, even though he stressed that it was his personal time. He said he could provide the names of those involved and the date and time. Mr. Reich said he asked for that courtesy, and for President & CEO Kolluri to investigate his own employees if he was going to inquire about his time. He stressed the need for transparency and said having a detailed Mean Distance Between Failure plan needs to come into play.

Jason Anthony said he was the transit guru calling from New York City, speaking on Metropolitan Transportation Authority (MTA)'s CEO Janno Lieber's birthday. Mr. Anthony said he wondered why President & CEO Kolluri was participating remotely instead of being in person for the meetings. He said President & CEO Kolluri was being disrespectful to New Yorkers like himself and he demanded an apology. Mr. Anthony said he noticed a pattern at NJ TRANSIT, ever since former President & CEO Kevin S. Corbett, that President & CEO Kolluri only addressed the issues regarding New York Penn Station in Manhattan only once. He said New Yorkers were disregarded.

Mr. Anthony said thanks to the Customer Advocate, there were now ambassadors at New York Penn Station and the Midtown Bus Terminal. He wished that President & CEO Kolluri and every in-person Board member, sitting in the new half a billion-dollar headquarters building and on Teams, would take a train to Manhattan and see the conditions that he along with thousands of New Yorkers see every day. Mr. Anthony said it was not fair that the agency wasted half a billion dollars for new headquarters, while passengers like himself relied on New York Penn Station. He said New Yorkers received less but had to pay more and therefore they requested Transportation Secretary Sean Duffy investigate NJ TRANSIT and Board Member Narra for the mismanagement over the years. Mr. Anthony asked why

they did not treat him with the same respect as Janno Lieber and the MTA, by addressing his concerns and attending the public board meetings in person.

Paul Cunningham said he wanted to echo the earlier comments about better frequencies for the #85 bus. Mr. Cunningham said the #85 bus had higher ridership than the #81 bus, which ran three to four buses per hour, as it should. He said the day prior, he was at Exchange Place in Jersey City, and he noticed that someone had put up a printed white paper. Mr. Cunningham said it was great that someone put up bus signs for the different shelters at Exchange Place, but when you go there, you have no idea where to stand or which shelter you are supposed to stand at, unless you go into the shelter and look for your route on the map. He said it would be great if they could get professional signage.

Mr. Cunningham said he had the same problem at Journal Square. He needed to transfer from one bus to another, and he spent all his time going through the different lanes trying to figure out where the #87 bus was going to leave out of. Currently there were little boards at each stop that was just printed paper, and it looked amateur. Mr. Cunningham said he had the same issue at Newark Penn Station. When he exited the train station, he had no idea which lane the #62 bus pulled out from. He said he had to go to every single bus lane and ask someone for assistance. Mr. Cunningham said it would be great if they invested in better signage, so the riders did not need supernatural vision to see what the route number was at the bus stop.

Mr. Cunningham said it would be great to brand NJ TRANSIT and to get a better marketing program, so it did not look like they were running a third world country type of transit system with dirty buses. He hoped they could have better wayfinding, better signage at their major transit stations, and better signage on the street. Mr. Cunningham said American Dream Mall and the new Hoboken Bus Terminal had nice professional signs and those were the type of signs NJ TRANSIT should be using in the future, so people can see them and know where the buses go.

Andy Weiss said he was disgusted that NJ TRANSIT was buying over 200 small 40-foot buses. Mr. Weiss said NJ TRANSIT needed to buy hundreds of 60-foot articulated buses with low floors. He said these buses were more comfortable and the standing room was better. Mr. Weiss asked if the 40-foot buses were obsolete one-door cruisers buses that Mr. Kilcoyne loved so much. He said President & CEO Kolluri started off great and now he was another failed CEO like Kevin S. Corbett. Mr. Weiss said President & CEO Kolluri was turning into a nasty guy. He asked why the Board wanted to keep overcrowding the public with small 40-foot buses. Mr. Weiss said 40-foot buses were a sign that NJ TRANSIT did not want to expand its ridership.

Mr. Weiss said NJ TRANSIT was the worst corporate office, and they were irresponsible. He said all the bad decisions and lies came from inside the horrible \$500 million corporate office. Mr. Weiss said they had destroyed bus service, commuter rail, and light rail systems.

Mr. Weiss said nobody knows that NJ TRANSIT has a Customer Advocate. He told President & CEO Kolluri to stop keeping the Customer Advocate a secret. Mr. Weiss said

the Customer Advocate did not have any advertisements for his position on NJ TRANSIT buses, light rail, or commuter rail system stations. He said the Customer Advocate did not have a public calendar and nobody knew what he was doing. Mr. Weiss said the Customer Advocate had a tiny minuscule social media presence set up by the Board to hide him. He said someone at NJ TRANSIT removed the Customer Advocate's presence on the front page of the NJ TRANSIT and he has had to report this issue several times. Mr. Weiss said the Customer Advocate did not speak at the main Board of Commissioners meetings. He said the Customer Advocate role had been watered down, the Customer Advocate's actions were passive, and instead of fighting for NJ TRANSIT riders, the Board set it up that way.

Gloria Robinson-Mills, Chairperson of the Senior Citizens and Disabled Residents Transportation Advisory Committee (SCDRTAC), said as Chairperson she was the official spokesperson for the Committee. Any reports, statements, and updates that were presented reflected the official views of SCDRTAC. Ms. Mills said all committee reports, statements, and updates that were presented were delivered by her in this role. From time to time, they may have someone from the Committee, or an individual from the public who may choose to make a public statement. Those comments were their personal opinions and their personal commentaries. They did not reflect the official view of the SCDRTAC Committee.

Ms. Mills said she would provide an update of the collective work of the SCDRTAC Committee. On July 28, 2025, the SCDRTAC Committee met, and the Education Committee coordinated a presentation from the Bulk Sales Program. Jesse Garcia explained that this program was available and was a valuable resource as an option for ticket purchases. In their meeting, the Senior Secretary for Local Programs announced that all future SCDRTAC meetings would be held in NJ TRANSIT Board Room at 2 Gateway in Newark, New Jersey. Ms. Mills said their next meeting was scheduled for September 29, 2025, at 10:30 a.m.

Ms. Mills said Local Programs staff advised the Budget and Advocacy subcommittee that the SCDRTAC allocation was revised downward since last month, to be consistent with the approved State Budget. New Jersey Council on Special Transportation (COST) President Michael Vieira, and member of SCDRTAC, had been an invaluable asset to their committee. SCDRTAC had been the only program that was legislatively mandated to receive this allocation. Ms. Mills said the reduction could have an extreme impact on some counties with close to \$3,000 reduced in the budget. She said Mr. Vieira would be discussing this matter further with legislators for clarification.

Ms. Mills said recruitment efforts would begin in the Fall and vacancy announcements had been posted in local publications. She said there were concerns raised regarding transportation barriers preventing members from participating in-person for their meetings and events. Local program staff agreed to discuss these concerns with Access Link management to resolve these issues. Ms. Mills said the Bylaws subcommittee met and continued to revise the document. Once they were finalized, they would be brought to the entire committee. Ms. Mills thanked the Board for their continued support as they worked to strengthen funding, expand outreach, and address accessibility challenges together.

Board Comments

Board Member Narra said she wanted to address Mr. Cunningham on his comments about signage issues at various locations for the buses and some trains. She knew that the Customer Advocate Franck Beaumin had been involved in getting updated signage in various locations, was taking notes, and would speak to the appropriate staff surrounding the issues Mr. Cunningham raised to see what could be done. Board Member Narra said Mr. Beaumin had been very active around the state and working diligently, however was still trying to get to other areas, and had a plan to get out to as many of the transit stations that service the trains and buses, as well as light rail and the other divisions.

President & CEO's Monthly Report

President & CEO Kolluri said he would first address some of the speaker issues before getting into his report. He was pleased with the Amalgamated Transit Union (ATU) contract up for consideration and as President of the ATU Mr. Heraghty noted, Mr. Kilcoyne and all those involved did an amazing job in getting negotiations completed. He said getting the contract ratified was an important moment for 6,000 NJ TRANSIT workers, and he appreciated all the partners who worked hard to get it done.

On Sally Jane Gellert's question surrounding the Bloomfield Bus station President & CEO Kolluri said he would make sure they took a personal look at it to see what the issues were and get back to her.

In response to Jesse Rynkiewicz's concerns surrounding more service in the Cape May area, President & CEO Kolluri said they had two issues. One was the Cape May/Cumberland/Atlantic County Bus Planning Study that would be starting soon at the request of Senator Testa, Jr., which was part of the larger issues in how they connect residents from Vineland and other parts of South Jersey. Secondly, President & CEO Kolluri said they were moving ahead regardless of the politics surrounding these issues. Their job was to advance the project, which the Governor and the Commissioner were aware of, but it would be up to the next Governor to make the call on how they proceeded in the future.

President & CEO Kolluri said to Mr. Reich that he was glad he took his advice when calling in to state he was doing so in his personal capacity and not on behalf of his employer.

President & CEO Kolluri said they rolled out the Fare Pay Card. Riders can use it systemwide, it was reusable, and they could reload passes, tickets, or value on it. He said this supported a more sustainable and efficient fare payment system.

President & CEO Kolluri said NJ TRANSIT has been working with Alstom to start the transition of the River LINE service back to NJ TRANSIT and would conclude by the end of 2025/early 2026. President & CEO Kolluri said this was a mutually agreed upon decision, and he thought it was appropriate in the long-term for NJ TRANSIT to have control of their own destiny to provide the kind of service and growth appropriate.

President & CEO Kolluri said in the next 20 to 30 days, the Board and the public would get a report on the work they were doing on their assets. It was very important to them to continue looking for non-fare revenue, which he committed to since starting at NJ TRANSIT. He said they had already completed the sale of the Lyndhurst property, received \$14.4 million, and were in the process of looking at additional sites. President & CEO Kolluri said in October they would see a roadmap for the next Governor to consider, that would bring in a substantial number of resources to NJ TRANSIT, representing the non-fare revenue component of the budget.

On the issue of buses, President & CEO Kolluri said it was important to him, when making a commitment together, that they would modernize the entirety of the NJ TRANSIT fleet of buses and rails. With the Board action on the agenda, they would be ordering the final 260 additional 40-foot buses and 26 Zero-Emission buses, as required by the State mandate. President & CEO Kolluri said this was what they said they would do by 2031, which was their objective, using federal funds allocated every year to make this purchase a reality. He said there was no point in continuing to talk about Mean Distance Between Failure on the buses or rail if they were not going to do anything about it. He said his take on this was that the Board and the Governor had the right to move forward to keep their commitment, and this was in addition to over a billion dollars with a notice to proceed contract they signed with Alstom. President & CEO Kolluri said they were now starting to keep the commitment that was made in 2018, things were finally coming together, and they would start to see railcars coming in early 2026.

President & CEO Kolluri said while they have not had an Auditor General for a while, the Acting Auditor General Frank Savino had done a great job. He was pleased that they would be considering the appointment of Alicia Simson as NJ TRANSIT's new Auditor General. She would join NJ TRANSIT with a wealth of experience.

President & CEO Kolluri said on infrastructure, NJ TRANSIT was in the process of rebuilding the New Brunswick Train Station, which was next to their flagship, oldest state-run university, and would be spending up to \$70 million for this improvement project. This would reflect the needs and growth of the city, Rutgers University, and other industries planning to come to New Brunswick. In addition, President & CEO Kolluri was pleased to report they have entered into a marketing program with Rutgers, where the station could be branded as the Home of Rutgers University, which was very important.

President & CEO Kolluri concluded with a subject he spoke about when he started eight months ago, which was customer service, and how they would ensure they provided riders with the most accurate information to ensure all mechanics and systems worked. He was pleased to say they concluded an audit of all 165 train stations' public address systems to see what needed to be modernized. President & CEO Kolluri said there was nothing that he and his colleagues did not obsess about, and that no one at NJ TRANSIT woke up each morning to see how they could ruin someone's life. He said they did the opposite, discussed how they could address the problems that were within their control, and continued to work with Amtrak to make the customer experience better.

Board Operations and Customer Service Committee Report

Board Member Creuz presented the report for the Operations and Customer Service Committee. The Operations and Customer Service Committee received an update on trends, analysis, and actions for rail, bus, light rail, Access Link, and an update from the Customer Advocate. The Committee also received an update on the Cost of Service.

Board Administration Committee Report

Board Member Maroko presented the report for the Administration Committee. The Administration Committee received a Financial Update. This included a summary of operating results compared to previous year’s comparable period and Fiscal Year 2026 Budget, 12-month farebox revenue compared to pre-COVID, major balance sheet items, and a Federal COVID-19 relief grant drawdown summary. Additional information was provided as part of the agenda materials, including the cost-of-service key performance indicators, 12-month farebox recovery, history of vacancies, attrition and hires, ridership and revenue, and a monthly budget-to-actual comparison for July 2025.

Board Capital Planning, Policy, and Privatization Committee Report

Board Member Weiss presented the report for the Capital Planning, Policy, and Privatization Committee. The Capital Planning, Policy, and Privatization Committee reviewed the Board Items for: Bus Services in Support of 2026 World Cup Busing Plan; and Design and Construction Support Services for Rehabilitation and Accessibility Enhancement at Bloomfield Station – Contract Amendment.

Action Items

2509-38 BUS SERVICES IN SUPPORT OF 2026 WORLD CUP BUSING PLAN

Christopher Iu, Acting Senior Vice President, Chief Legal Officer & General Counsel introduced Michael Kilcoyne, Senior Vice President, Surface Transit & General Manger, Bus Operations to present Action Item #2509-38. Michael Kilcoyne presented for approval Action Item #2509-38: Bus Services in Support of 2026 World Cup Busing Plan.

Board Member Shanti Narra made a motion, Board Member Anthony N. Abrantes seconded the motion, and the item was adopted.

Roll Call Vote:

Abrantes	Maroko	Narra	Weiss	Kanef	Creuz	Carson	O’Connor
Yes	Yes	Yes	Yes	Absent	Yes	Yes	Yes

Board Secretary Umukoro noted Board Members McCray, and Thomas were recused from Item #2509-39 and would not comment on the item.

2509-39 PROPOSED LABOR AGREEMENTS – NJ TRANSIT BUS OPERATIONS, INC. AND AMALGAMATED TRANSIT UNION, NEW JERSEY STATE COUNCIL AND LOCAL DIVISION NOS. 540, 819, 820, 821, 822, 823, 824, 825, 880, AND RELATED LABOR AGREEMENTS

Christopher Iu, Acting Senior Vice President, Chief Legal Officer & General Counsel introduced, Michael Kilcoyne, Senior Vice President, Surface Transit & General Manger, Bus Operations to present Action Item #2509-39. Michael Kilcoyne presented for approval Action Item #2509-39: Proposed Labor Agreements – NJ TRANSIT Bus Operations, Inc. and Amalgamated Transit Union, New Jersey State Council and Local Division Nos. 540, 819, 820, 821, 822, 823, 824, 825, 880, and Related Labor Agreements.

Board Member Anthony N. Abrantes made a motion, Board Member Richard A. Maroko seconded the motion, and the item was adopted.

Roll Call Vote:

Abrantes	Maroko	Narra	Weiss	Kanef	Creuz	Carson	O’Connor
Yes	Yes	Yes	Yes	Absent	Yes	Yes	Yes

Board Secretary Umukoro noted Board Members McCray, and Thomas were recused from Item #2509-40 and would not comment on the item.

2509-40: EXTENSION OF COVENANT NOT TO COMPETE AGREEMENT ON THE #300 BUS ROUTE

Christopher Iu, Acting Senior Vice President, Chief Legal Officer & General Counsel introduced, Michael Kilcoyne, Senior Vice President, Surface Transit & General Manger, Bus Operations to present Action Item #2509-40. Michael Kilcoyne presented for approval Action Item #2509-40: Extension of Covenant Not to Compete Agreement on the #300 Bus Route.

Board Member Shanti Narra made a motion, Board Member Anthony N. Abrantes seconded the motion, and the item was adopted.

Roll Call Vote:

Abrantes	Maroko	Narra	Weiss	Kanef	Creuz	Carson	O’Connor
Yes	Yes	Yes	Yes	Absent	Yes	Yes	Yes

2509-41: BUS STOCK PROGRAM – OPTION TO PURCHASE UP TO 260 40-FOOT BUSES AND 26 ZERO-EMISSION BUSES

Christopher Iu, Acting Senior Vice President, Chief Legal Officer & General Counsel introduced William Brooks, Senior Vice President, Capital Delivery, to present Action Item #2509-41. William Brooks presented for approval Action Item #2509-41: Bus Stock Program – Option to Purchase up to 260 40-Foot Buses and 26 Zero-Emission Buses.

Board Member Anthony N. Abrantes made a motion, Board Member Shanti Narra seconded the motion, and the item was adopted.

Roll Call Vote:

Abrantes	Maroko	Narra	Weiss	Kanef	Creuz	Carson	O'Connor
Yes	Yes	Yes	Yes	Absent	Yes	Yes	Yes

2509-42: DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR REHABILITATION AND ACCESSIBILITY ENHANCEMENT AT BLOOMFIELD STATION – CONTRACT AMENDMENT

Christopher Iu, Acting Senior Vice President, Chief Legal Officer & General Counsel introduced William Brooks, Senior Vice President, Capital Delivery, to present Action Item #2509-42. William Brooks presented for approval Action Item #2509-42: Design and Construction Support Services for Rehabilitation and Accessibility Enhancement at Bloomfield Station – Contract Amendment.

Board Member Shanti Narra made a motion, Board Member Anthony N. Abrantes seconded the motion, and the item was adopted.

Roll Call Vote:

Abrantes	Maroko	Narra	Weiss	Kanef	Creuz	Carson	O'Connor
Yes	Yes	Yes	Yes	Absent	Yes	Yes	Yes

Before he presented the Appointment of Auditor General item, Chair O'Connor recognized Frank Savino for his leadership as Acting Auditor General during the search process. On behalf of the Board, Chair O'Connor thanked Frank Savino for taking on this additional responsibility while they searched for the Auditor General. Frank Savino would return to his role as Deputy Auditor General.

2509-43: APPOINTMENT OF AUDITOR GENERAL

Chair O'Connor recommended approval of Item 2509-43: Appointment of Alicia Simson to the position of Auditor General of NJ TRANSIT.

Board Member Anthony N. Abrantes made a motion and Board Member Shanti Narra seconded the motion. Vice Chair Carson and Board Member Creuz expressed their appreciation and thanks to Acting Auditor General Frank Savino for his time and dedication to the agency. The item was adopted.

Roll Call Vote:

Abrantes	Maroko	Narra	Weiss	Kanef	Creuz	Carson	O'Connor
Yes	Yes	Yes	Yes	Absent	Yes	Yes	Yes

Executive Session Authorization

Chair O'Connor noted they would adjourn to Executive Session, would return only to adjourn the meetings, and no further business would be conducted. Chair O'Connor asked for a motion to enter into executive session to discuss personnel matters, contract negotiations, the status of pending and anticipated litigation, and matters falling within the attorney-client privilege, including, but not limited to the Personal Injury Claim of Rahim Ali.

Board Member Shanti Narra made the motion, Board Member Anthony N. Abrantes seconded the motion, and it was adopted. At approximately 11:07 a.m., the Board adjourned to Executive Session.

Roll Call Vote:

Abrantes	Maroko	Narra	Weiss	Kanef	Creuz	Carson	O'Connor
Yes	Yes	Yes	Yes	Absent	Yes	Yes	Yes

Return to Open Session

Chair O'Connor reconvened Open Session at 11:30 a.m. Board Secretary Umukoro conducted Roll Call. Chair O'Connor, Vice Chair Carson, and Board Members Abrantes, Creuz, Maroko, Narra, and Weiss returned to the meetings. Board Members McCray and Thomas were absent.

Adjournment

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

The meetings were adjourned at approximately 11:31 a.m.

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

SEPTEMBER 19, 2025

MINUTES

PAGE

➤ CALL TO ORDER	-
➤ APPROVAL OF MINUTES OF PREVIOUS MEETINGS	70540
➤ ADVISORY COMMITTEE REPORT	-
➤ PUBLIC COMMENTS	-
➤ PRESIDENT & CEO'S MONTHLY REPORT	70541
➤ BOARD COMMITTEE REPORTS	-

ACTION ITEMS

2509-38	BUS SERVICES IN SUPPORT OF 2026 WORLD CUP BUSING PLAN – Authorization to enter into NJ TRANSIT Contract No. PBE 26-004 with A Yankee Line, Inc. of Elizabeth, New Jersey, to provide equipment and personnel to support NJ TRANSIT's auxiliary bus service for the FIFA World Cup 2026 Events, at a cost not to exceed \$3,269,400, plus five percent for contingencies, for a total contract authorization of \$3,432,870, subject to the availability of funds, and Board Approval of NJ TRANSIT's Operating Budget.	70577
2509-39	PROPOSED LABOR AGREEMENTS – NJ TRANSIT BUS OPERATIONS, INC. AND AMALGAMATED TRANSIT UNION, NEW JERSEY STATE COUNCIL AND LOCAL DIVISION NOS. 540, 819, 820, 821, 822, 823, 824, 825, 880, AND RELATED LABOR AGREEMENTS – Authorization to (1) approve and ratify the Memoranda of Agreement modifying the Hourly, Field Salaried, and General Office Clerical Employees Agreements; (2) authorize the President & CEO and/or Senior Vice President, Surface Transit and General Manager, NJ TRANSIT Bus Operations, Inc., to take all necessary steps to finalize and implement same; and (3) authorize the President & CEO and/or the Senior Vice President, Surface Transit and General Manager, NJ TRANSIT Bus Operations, Inc., to negotiate, renew, and execute related Labor Agreements with the Utility Workers' Union of America and ATU, Local 819, NJ TRANSIT Morris, Inc. and NJ TRANSIT Mercer, Inc.	70578
2509-40	EXTENSION OF COVENANT NOT TO COMPETE AGREEMENT ON THE #300 BUS ROUTE – Authorization to take all actions necessary to extend the Covenant not to Compete Agreement with OBC Lines, LLC, a Coach USA company of Paramus, New Jersey, for a 60-month period beginning	70663

NEW JERSEY TRANSIT CORPORATION
NJ TRANSIT BUS OPERATIONS, INC.
NJ TRANSIT RAIL OPERATIONS, INC.
NJ TRANSIT MERCER, INC.
NJ TRANSIT MORRIS, INC.
BOARD OF DIRECTORS' MEETINGS
SEPTEMBER 19, 2025
MINUTES
PAGE 2

October 1, 2025 through September 30, 2030, for the #300 bus route between Newark Liberty International Airport and the Borough of Manhattan, New York City, New York, for an annual payment of 5.5 percent of the gross revenue, with a minimum annual payment of \$450,000 annually, plus 13.5 percent commission on all tickets sold or issued by OBC Lines, LLC in the Borough of Manhattan traveling to a Port Authority operated airport.

- 2509-41 BUS STOCK PROGRAM – OPTION TO PURCHASE UP TO 260 40-FOOT BUSES AND 26 ZERO-EMISSION BUSES** – Authorization to purchase up to an additional 260 forty-foot transit buses, including capital spare parts and potential tariffs, and an additional 26 zero-emission buses, including capital spare parts and potential tariffs for an amount of \$506,711,200.79, plus 10 percent for contingencies. Subject to the availability of funds, total authorization to acquire up to 1,264 total buses shall be \$1,586,101,295.49, plus 10 percent for contingencies, which buses may be acquired pursuant to the existing contracts, or pursuant to any other legally permissible procurement method. **70665**

- 2509-42 DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR REHABILITATION AND ACCESSIBILITY ENHANCEMENT AT BLOOMFIELD STATION – CONTRACT AMENDMENT** – Authorization to amend NJ TRANSIT Contract No. 22-036 with Stantec Consulting Services Inc. of Rochelle Park, New Jersey, to provide additional Design and Construction Support Services for the Rehabilitation and Accessibility Enhancement at Bloomfield Station, in the amount of \$631,000, for a total authorization of \$5,368,874.02, plus five percent for contingencies, subject to the availability of funds. **70667**

- 2509-43 APPOINTMENT OF AUDITOR GENERAL** – Authorization to appoint Alicia Simson to the position of Auditor General of NJ TRANSIT. **70668**

- **EXECUTIVE SESSION AUTHORIZATION** **70669**

- **ADJOURNMENT**

APPROVAL OF MINUTES

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

WHEREAS, pursuant to Section 4(f) of the New Jersey Public Transportation Act of 1979, the minutes of actions taken at the July 17, 2025 and the August 28, 2025 Board Meetings of the New Jersey Transit Corporation, NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. were forwarded to the Governor on July 25, 2025 and August 28, 2025;

NOW, THEREFORE, BE IT RESOLVED that the minutes of actions taken at the July 17, 2025 and the August 28, 2025 Board Meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. Board of Directors' meetings are hereby approved.

Philip D. Murphy, Governor
Tahesha L. Way, Lieutenant Governor
Francis K. O'Connor, Commissioner
Kris Kolluri, President & CEO

TWO GATEWAY
283-299 MARKET STREET
NEWARK, NJ 07102-5310
973-491-7000



TO: BOARD OF DIRECTORS
FROM: KRIS KOLLURI
DATE: SEPTEMBER 19, 2025
SUBJECT: PRESIDENT & CEO'S REPORT – SEPTEMBER 2025

A handwritten signature in black ink that reads 'Kris Kolluri'.

Today marks a major milestone in fare payment, with the systemwide launch of our new Fare-Pay card across our entire bus and light rail network. Customers can now purchase monthly passes and 10-trip bus tickets at ticket vending machines, reload the card without needing a credit or debit card, and manage accounts online with travel history and auto-reload. Customers may also reload at retail locations statewide. This advancement supports a more sustainable and efficient fare payment system.

We also began the transition of River LINE operations and maintenance from Alstom to NJ TRANSIT on September 3rd. We will assume full responsibility by the end of 2025 or early 2026. This mutually agreed decision reflects evolving investment needs beyond Alstom's contract. With NJ TRANSIT taking the lead, we will implement higher maintenance standards, strengthen accountability, and work to significantly improve reliability.

In addition, we are advancing our strategy to monetize and maximize non-farebox revenue by leveraging NJ TRANSIT's real estate assets. A systemwide review of more than 8,000 acres is underway to identify parcels for sale, development, and long-term revenue opportunities. In addition, a \$100 million partnership with the NJ Economic Development Authority will utilize underused properties for Transit-Oriented Development. The first sale—a 4.66-acre lot in Lyndhurst generating \$14.4 million—has been completed, and additional sites in Union, Middlesex, Mercer, Camden, and Monmouth counties are under review. This effort shifts our focus from “park-and-ride” to “live-and-ride,” boosting ridership and non-farebox revenue.

This month, the Board will be asked to consider authorizing the purchase of 260 additional 40-foot clean-diesel buses and up to 26 zero-emission buses. Earlier this month, NJ TRANSIT exercised a contract option with Alstom—authorized by this Board in May—for 200 additional multilevel rail cars and 12 dual-mode locomotives. This brings the total number of new multilevel rail cars purchased under the Murphy Administration to 374 since 2018. With these procurements, all contracts will be in place to modernize the bus and rail fleets by 2031, transforming the customer experience through a significant improvement in reliability.

The Board will also be asked to consider the appointment of Alicia Simson as NJ TRANSIT's new Auditor General. Alicia began serving last month in an Acting capacity and brings nearly 15 years of leadership of the Internal Audit function at the Suffolk County Water Authority, as well as prior senior audit experience at U.S. Foodservice and Grant Thornton. I want to thank Frank Savino for his steady leadership as Acting Auditor General during the search process. Frank will return to his role as Deputy Auditor General.

On September 9th, Governor Murphy joined us at New Brunswick Station to launch construction of a nearly \$70 million station improvement project. The project includes extending the eastbound platform to accommodate full 12-car trains, reducing dwell times and increasing service speeds, along with platform improvements, waiting room renovations, and a new headhouse across from the historic station building that will house ticketing operations and a new elevator. Already completed are new elevators and escalators, upgraded HVAC, brighter LED lighting, and window repairs. Thanks to a new sponsorship agreement, the station will now be branded the “Home of Rutgers University.” These improvements will enhance the experience for nearly 4,000 daily customers at one of the busiest stations on the Northeast Corridor.



PRESIDENT & CEO'S MONTHLY REPORT

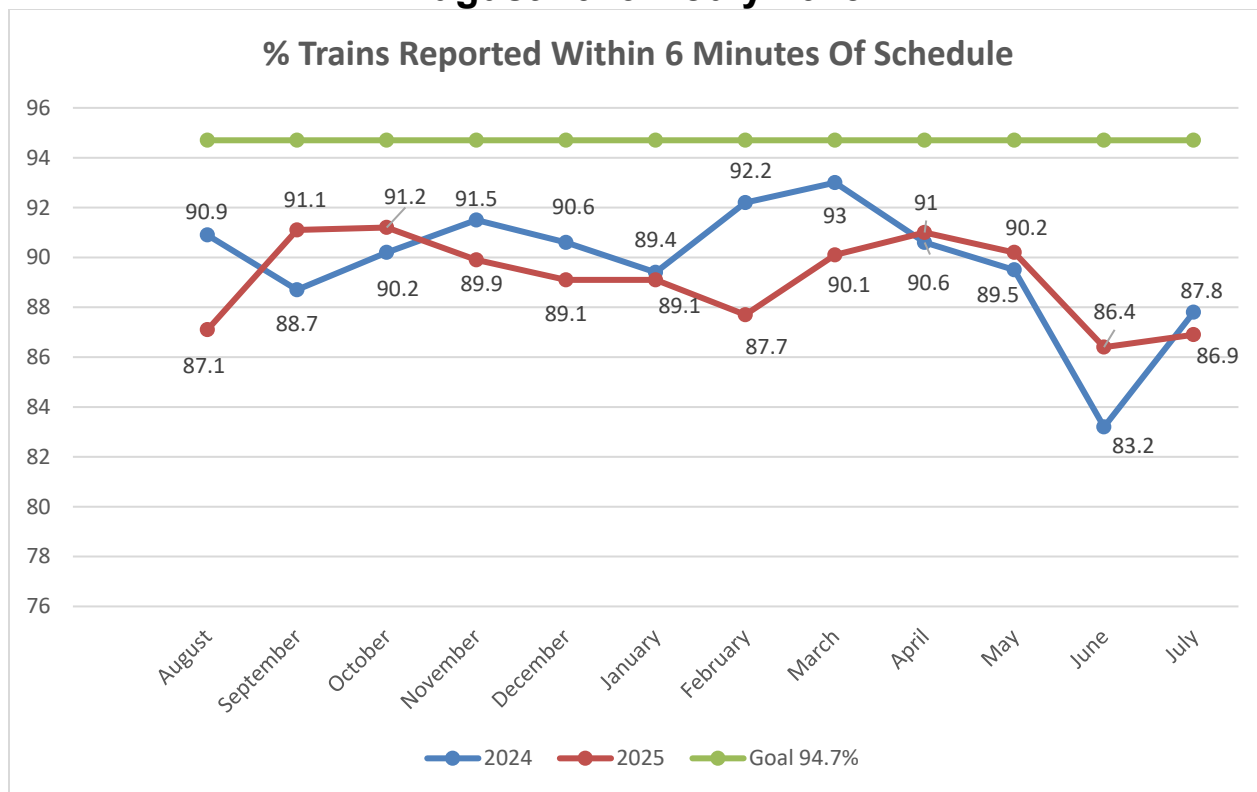
September 19, 2025

TABLE OF CONTENTS SEPTEMBER 19, 2025

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

PERFORMANCE MEASURES

NJ TRANSIT ON-TIME PERFORMANCE RAIL August 2023 – July 2025



	<u>2024</u>	<u>2025</u>	<u>%Change</u>
July Comparison	87.8%	86.9%	-0.9%
12-Month Average August 2023 – July 2025	89.8%	89.1%	-0.7%

Analysis:

Rail On-time Performance was 86.9% for the month of July 2025. Of the 18,817 trains scheduled to operate, 16,356 were on time, while 2,461 trains (or 13.1% were delayed).

Key Causes included:

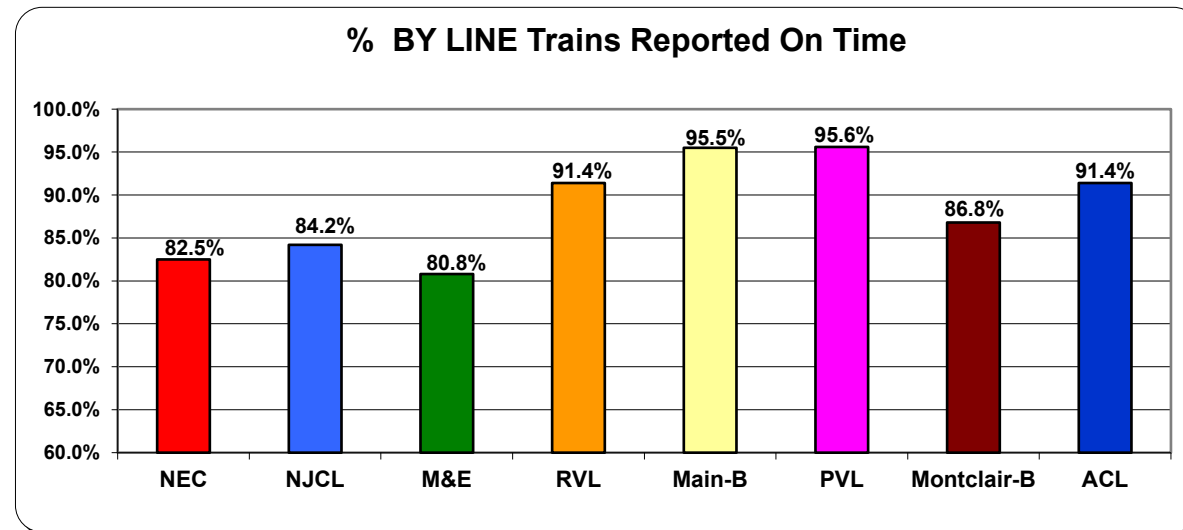
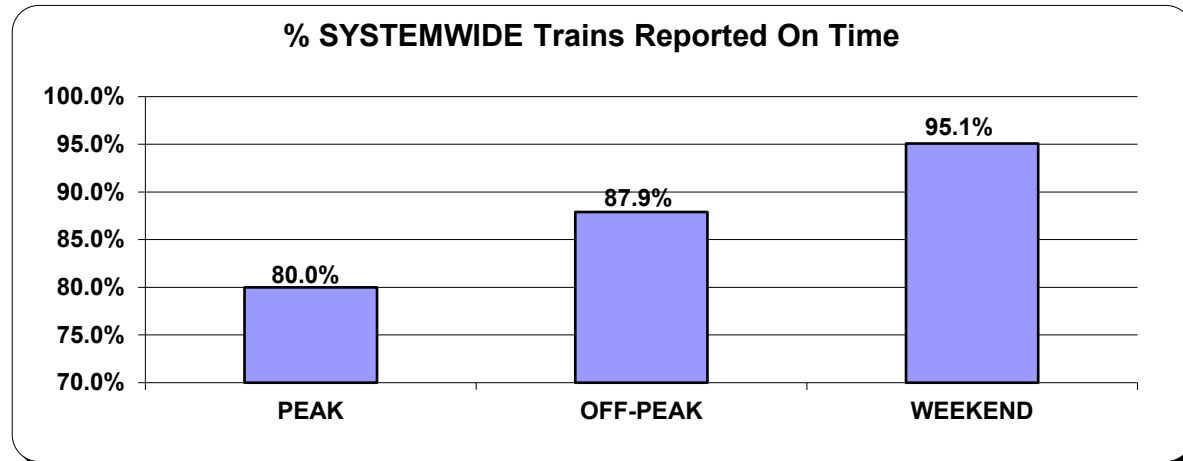
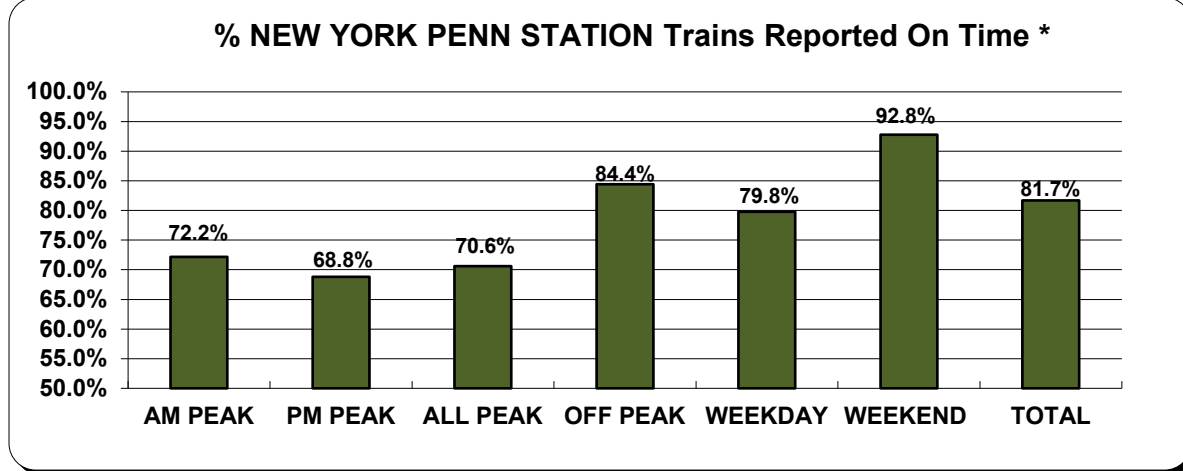
- Amtrak catenary issue, NJT PTC mechanical, track issue, shortage of equipment, diesel issue, electric locomotive issue and trackside interference contributed 128 delays on July 3.
- Amtrak programmed maintenance, equipment issue, weather related switch and signal issues, NJT cab car and diesel issues, bridge strike, shortage of equipment, PTC mechanical and trackside interference contributed to 151 delays on July 14.
- Amtrak trackside issue, weather related switch and catenary issues, equipment issue, NJT man-power shortage, programmed maintenance and electric locomotive issues contributed to 132 delays on July 25.

The 12-month Average for Rail On-Time Performance was 89.1%.

ON-TIME PERFORMANCE RAIL

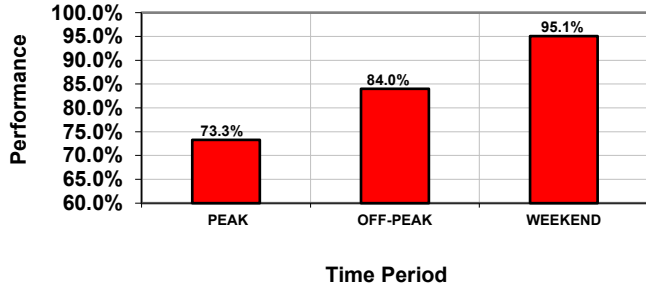
SUMMARY BY TIME PERIOD JULY 2025

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

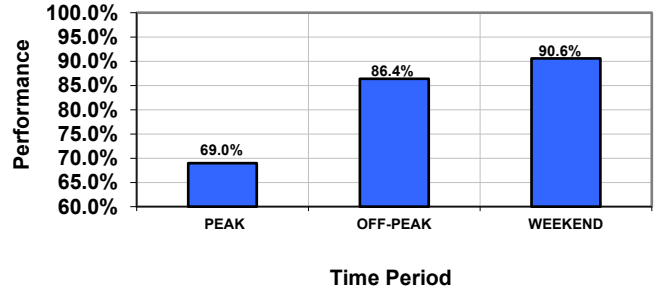


ON-TIME PERFORMANCE BY RAIL LINE & TIME PERIOD JULY 2025

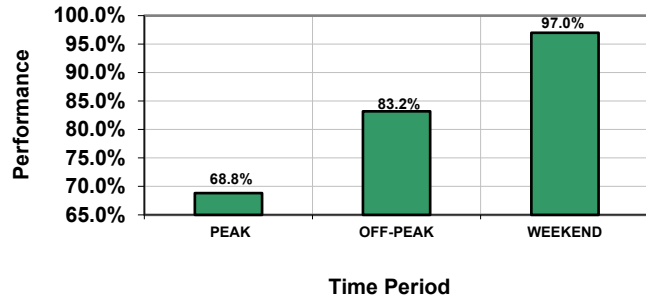
NORTHEAST CORRIDOR



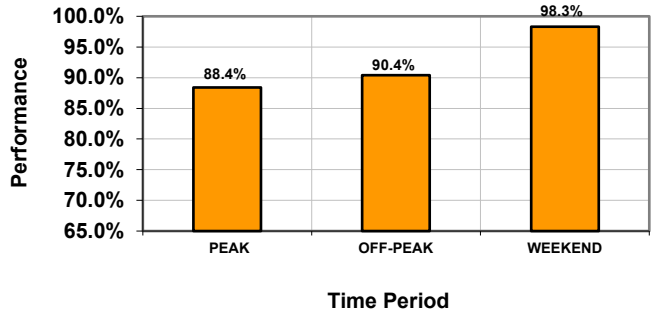
NORTH JERSEY COAST LINE



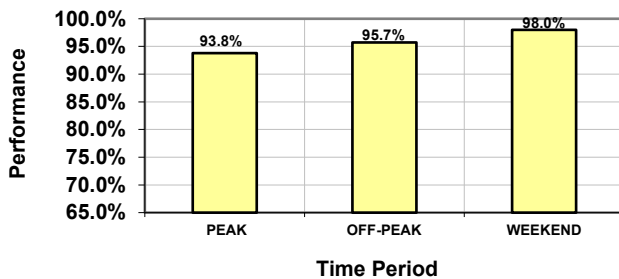
MORRIS & ESSEX



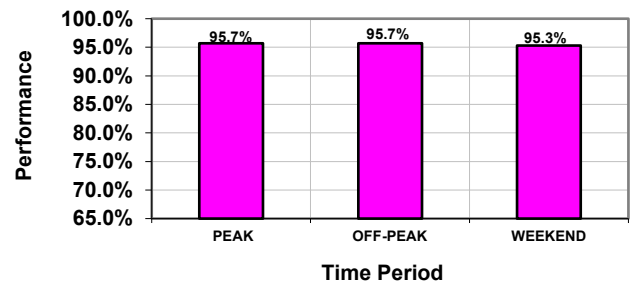
RARITAN VALLEY LINE



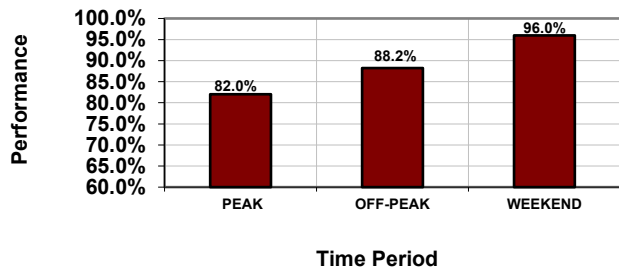
MAIN-BERGEN



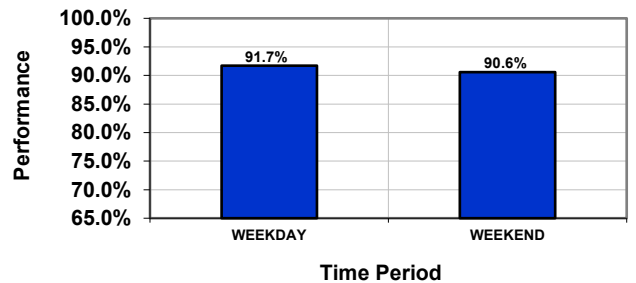
PASCACK VALLEY



MONTCLAIR-BOONTON

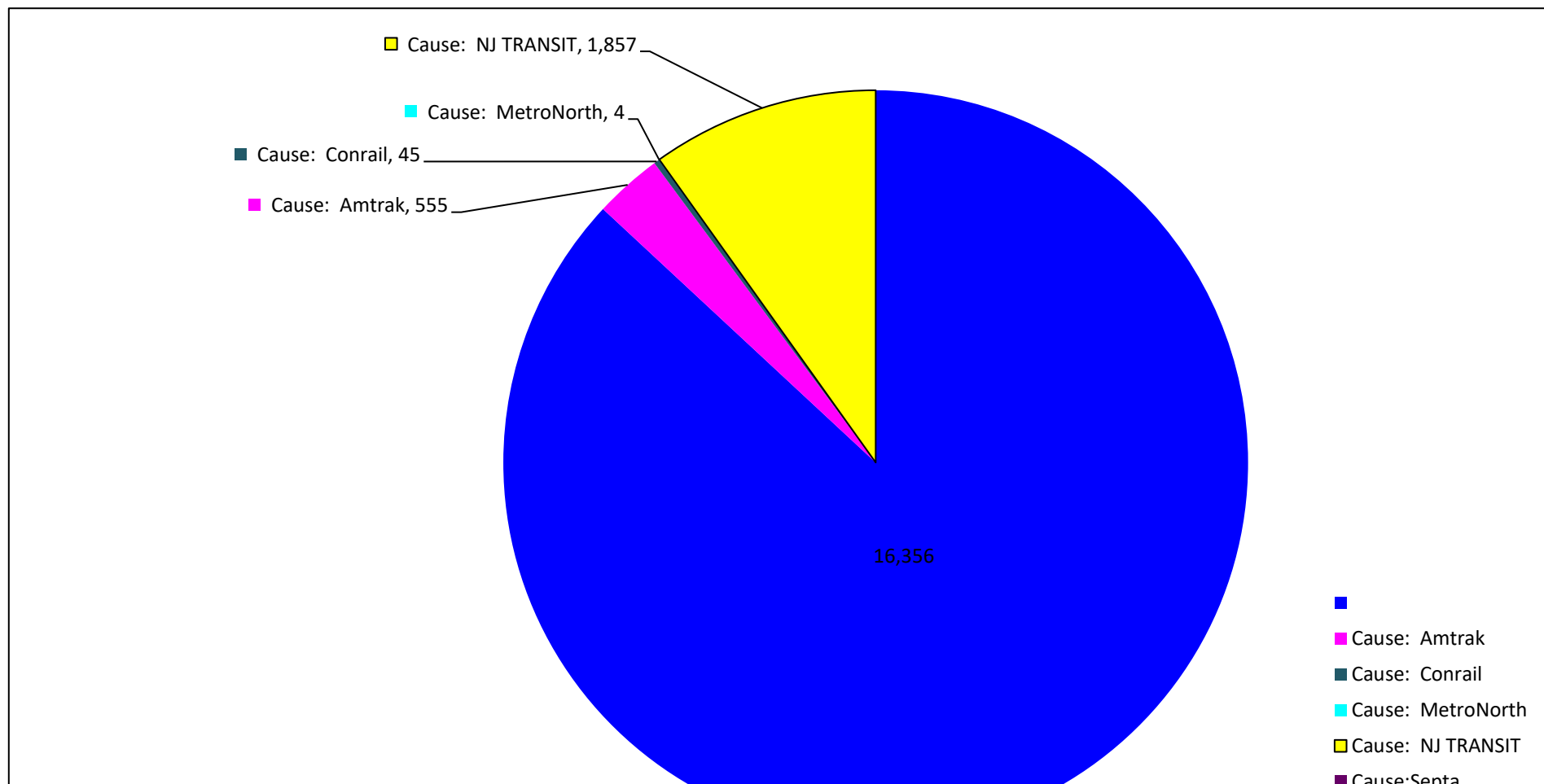


ATLANTIC CITY

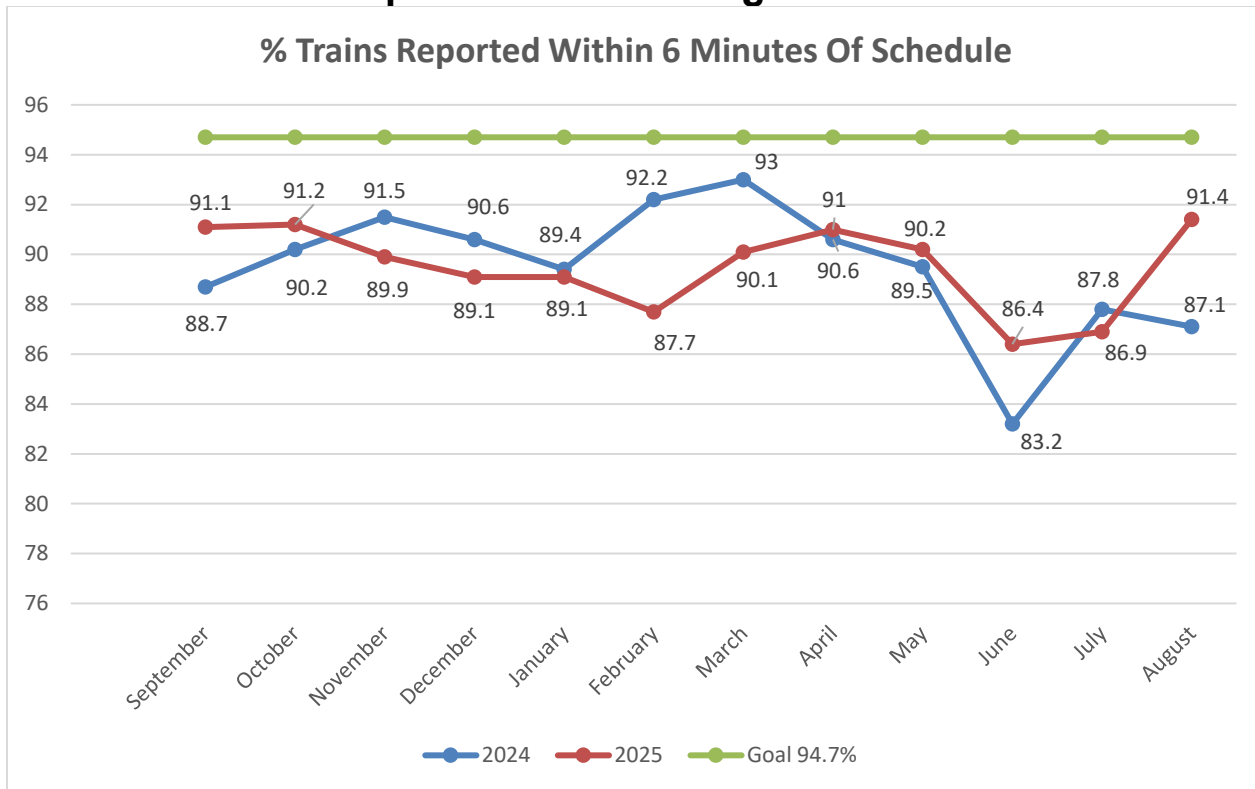


NJ TRANSIT Performance - July 2025 Late NJ TRANSIT Trains

		Cause: Amtrak	Cause: Conrail	Cause: MetroNorth	Cause: NJ TRANSIT	Cause:Septa	Cause: NS
# of Trains On Time	16,356	555	45	4	1,857		
# of Late Trains	2,461	2.95%	0.24%	0.02%	9.87%	0.00%	0.00%
Total # of Trains	18,817						
Percentage On Time	86.9%						



NJ TRANSIT ON-TIME PERFORMANCE RAIL September 2023 – August 2025



	<u>2024</u>	<u>2025</u>	<u>%Change</u>
August Comparison	87.1%	91.4%	4.3%
12-Month Average Sept. 2023 – August 2025	89.5%	89.5%	-0.0%

Analysis:

Rail On-time Performance was 91.4% for the month of August 2025. Of the 18,549 trains scheduled to operate, 16,947 were on time, while 1,602 trains (or 8.6% were delayed).

Key Causes included:

- Amtrak signal issue, a trespasser, NJT PTC mechanical, Arrow MU issue, man-power shortage, electric locomotive and shortage of equipment contributed to 100 delays on August 13.
- Amtrak equipment issue, NJT diesel and cab car issues contributed to 54 delays on August 19.
- Amtrak signal failure, programmed maintenance, Conrail trackside interference and NJT programmed maintenance contributed to 69 delays on August 27.

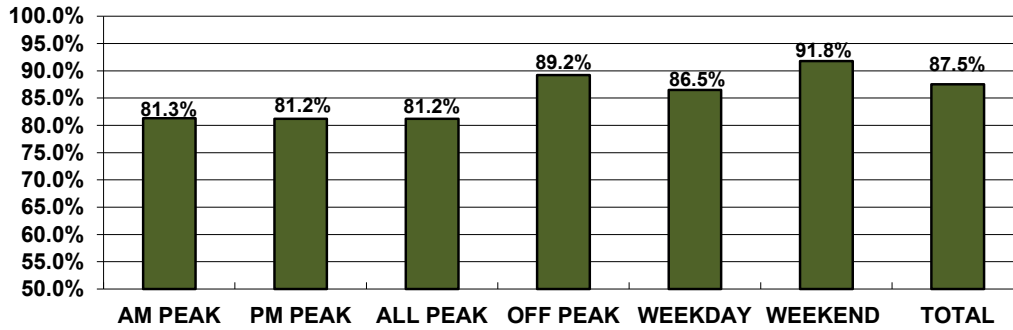
The 12-month Average for Rail On-Time Performance was 89.5%.

ON-TIME PERFORMANCE RAIL

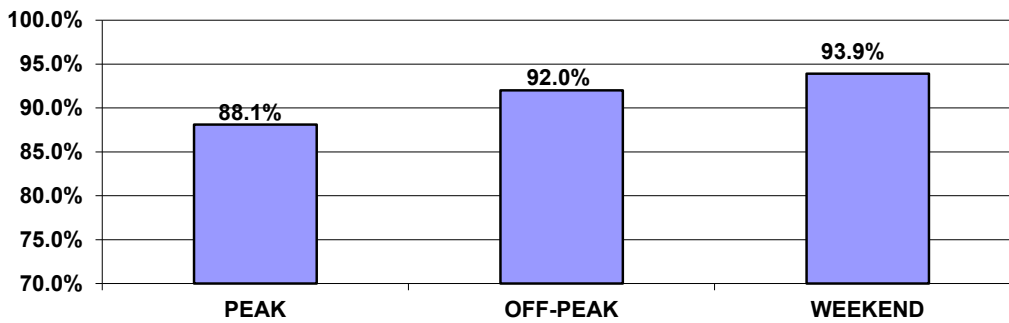
SUMMARY BY TIME PERIOD AUGUST 2025

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

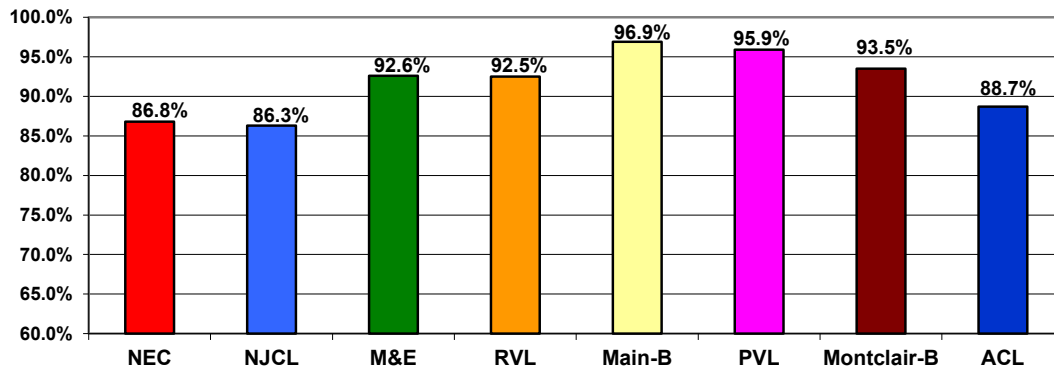
% NEW YORK PENN STATION Trains Reported On Time *



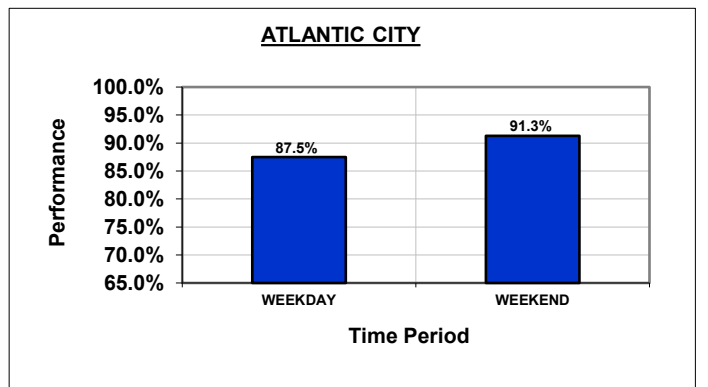
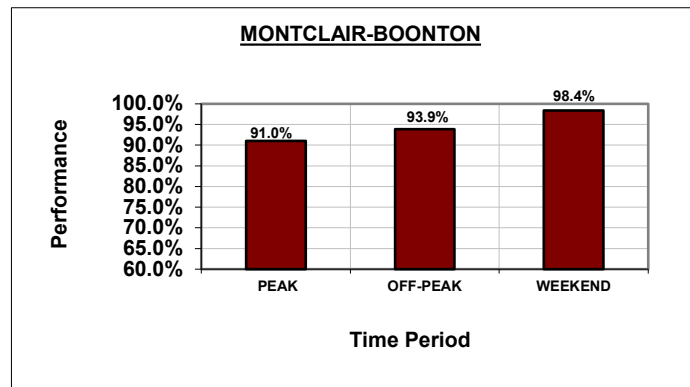
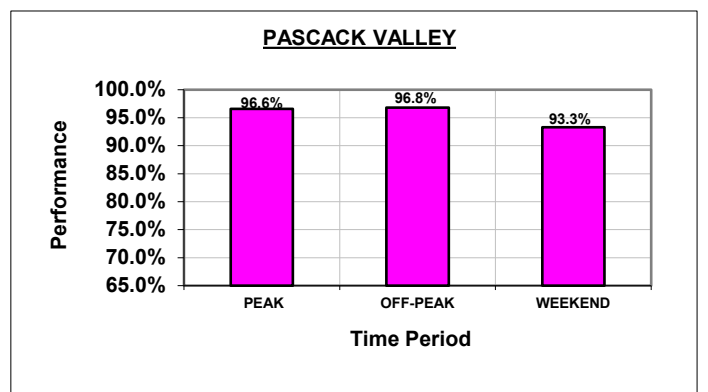
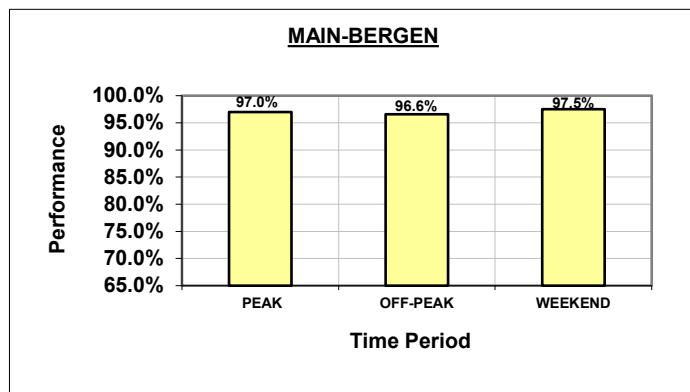
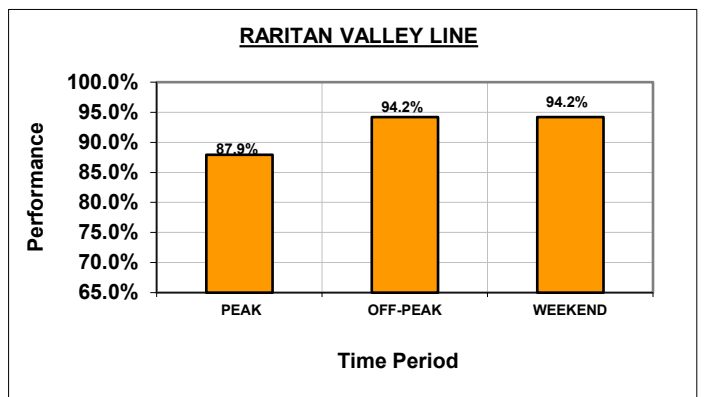
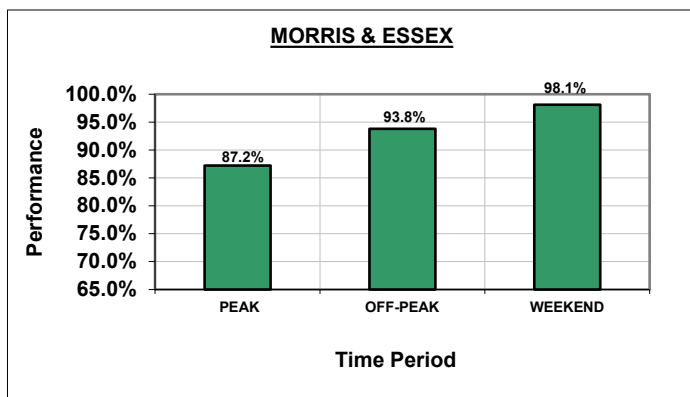
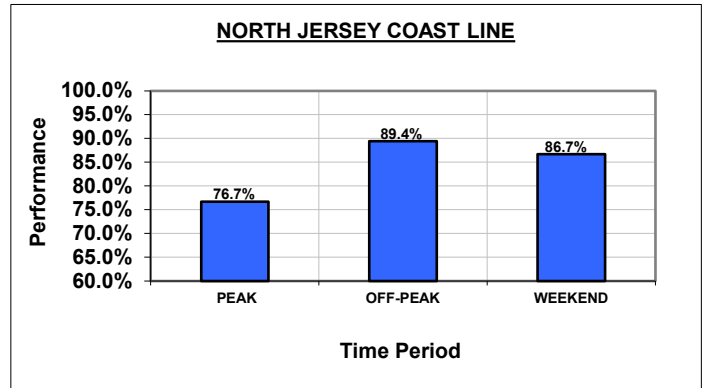
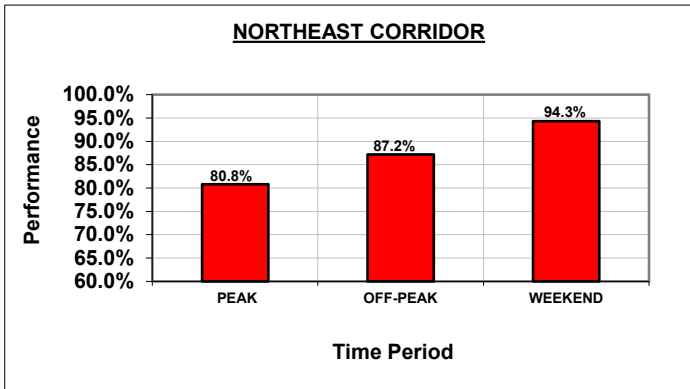
% SYSTEMWIDE Trains Reported On Time



% BY LINE Trains Reported On Time

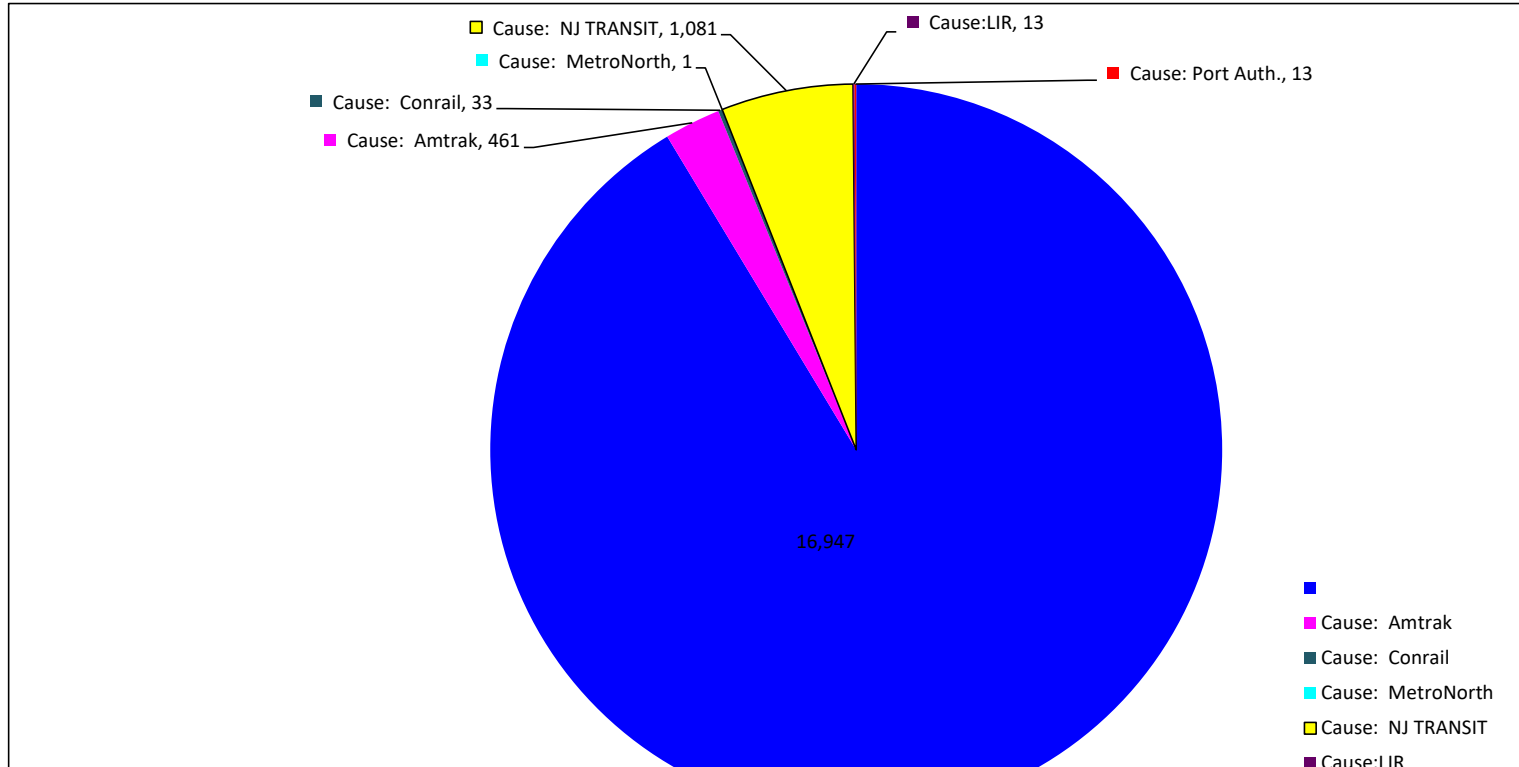


ON-TIME PERFORMANCE BY RAIL LINE & TIME PERIOD AUGUST 2025

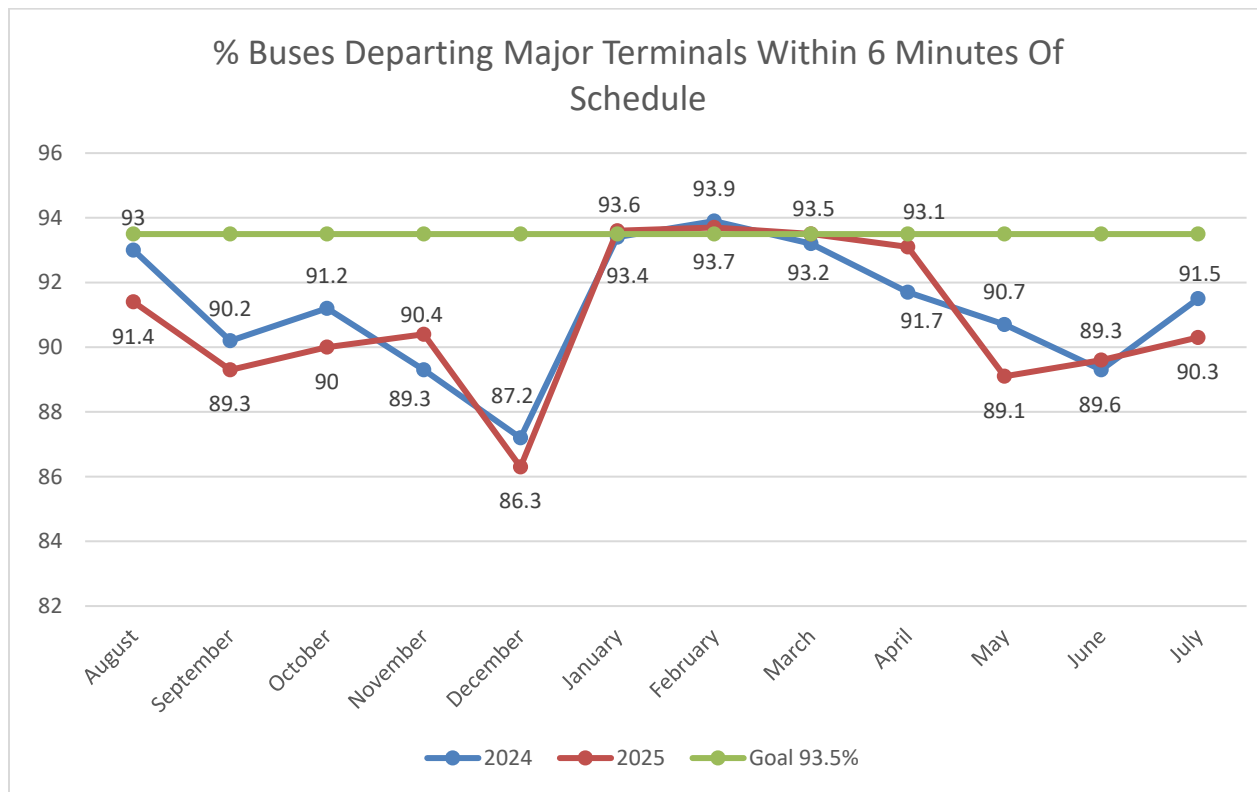


NJ TRANSIT Performance - August 2025 Late NJ TRANSIT Trains

# of Trains On Time	16,947	Cause: Amtrak 461 2.49%	Cause: Conrail 33 0.18%	Cause: MetroNorth 1 0.01%	Cause: NJ TRANSIT 1,081 5.83%	Cause:LIR 13 0.07%	Cause: Port Auth. 13 0.07%
# of Late Trains	1,602						
Total # of Trains	18,549						
Percentage On Time	91.4%						



NJ TRANSIT ON-TIME PERFORMANCE BUS Aug 2023 – July 2025



	<u>2024</u>	<u>2025</u>	<u>%Change</u>
Jul Comparison	91.5%	90.3%	-1.2%
12-Month Average Aug 2024 – Jul 2025	91.2%	90.9%	-0.3%

Analysis:

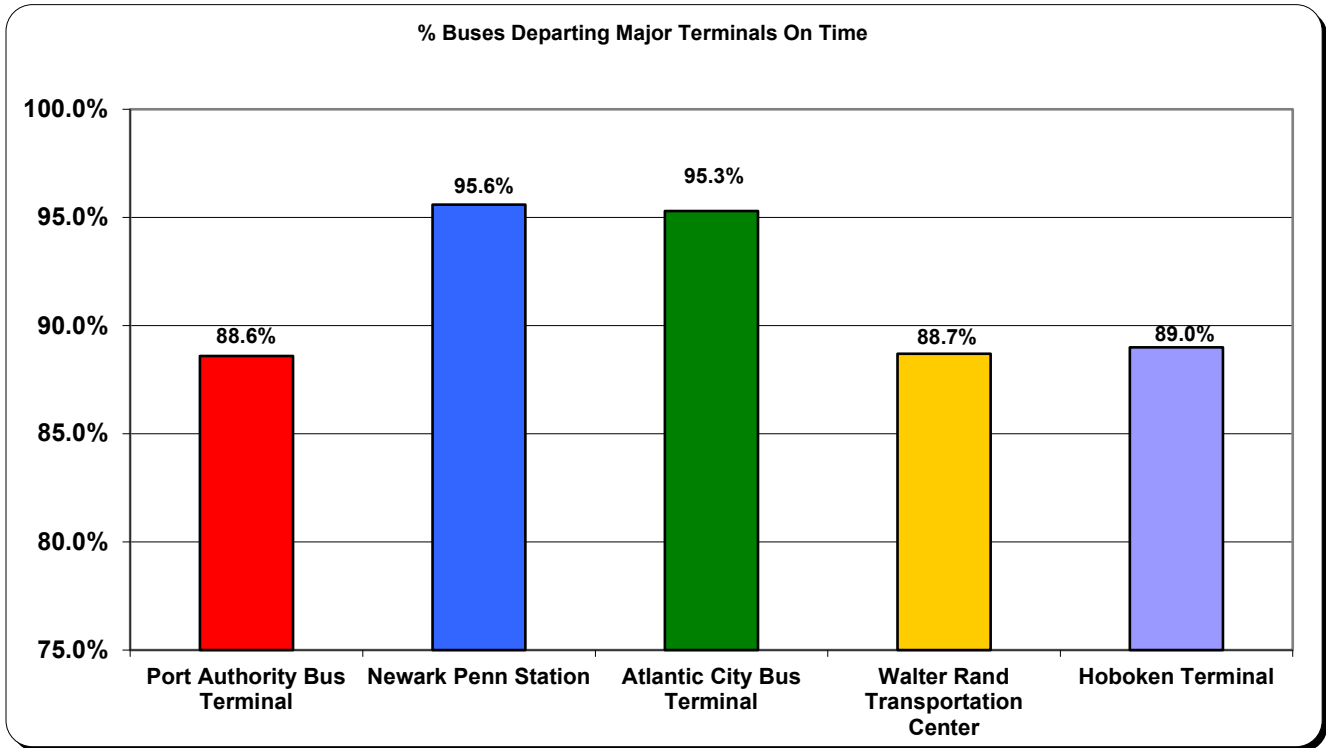
Bus On-Time Performance systemwide was 90.3% for the month of July 2025. Of the 49,049 monitored departures, 4,735 experienced delays.

Key Causes included:

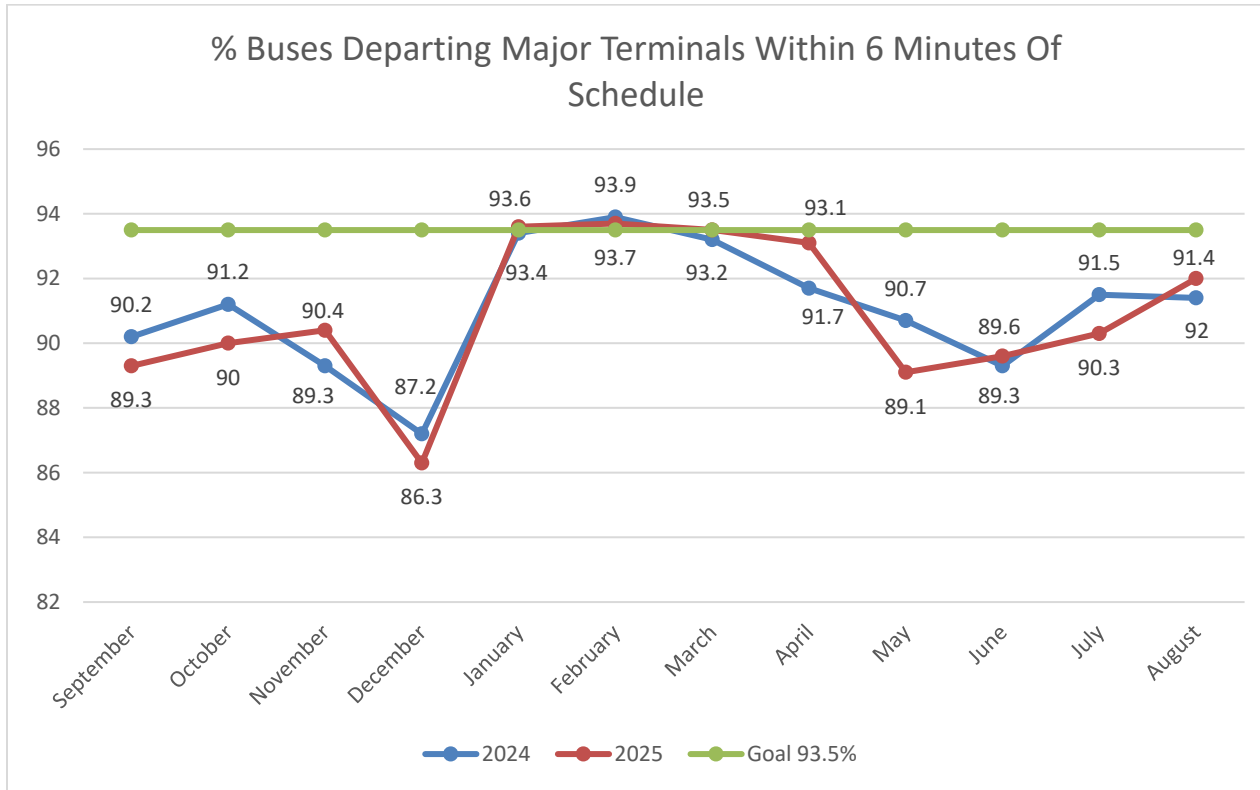
- At PABT, delays were caused by the following: on the 7th, car fire in south tube caused up to 45 min delays. On the 9th, soccer at MetLife Stadium, mechanical issues, on the 14th, flooding conditions on NJ roads, on the 16th, emergency road repair in south tube, disabled bus in the North tube, on the 17th, disable buses in North tube, on the 18th, overweight truck outbound, on the 21st – 22nd, issues near Ironbound garage, on the 28th, disabled vehicle, on the 31st, flooding condition- State of Emergency declared.
- At Newark Penn, delays were caused by the following: on the 3rd, accident, passenger in need of assistance, road construction, on the 17th, injured operator, multiple detours, mechanical issues, road closures on multiple roads, on the 31st, severe thunderstorms caused flooding.
- For various other locations, minor delays were caused due to weather, detours, traffic, and road construction on various days.
- The 12-month average for Bus On-Time Performance was 90.9%.

ON-TIME PERFORMANCE BUS

SUMMARY BY TERMINAL



NJ TRANSIT ON-TIME PERFORMANCE BUS Sep 2023 – Aug 2025



	<u>2024</u>	<u>2025</u>	<u>%Change</u>
Aug Comparison	91.4%	92.0%	0.6%
12-Month Average Sep 2024 – Aug 2025	91.1%	90.9%	-0.2%

Analysis:

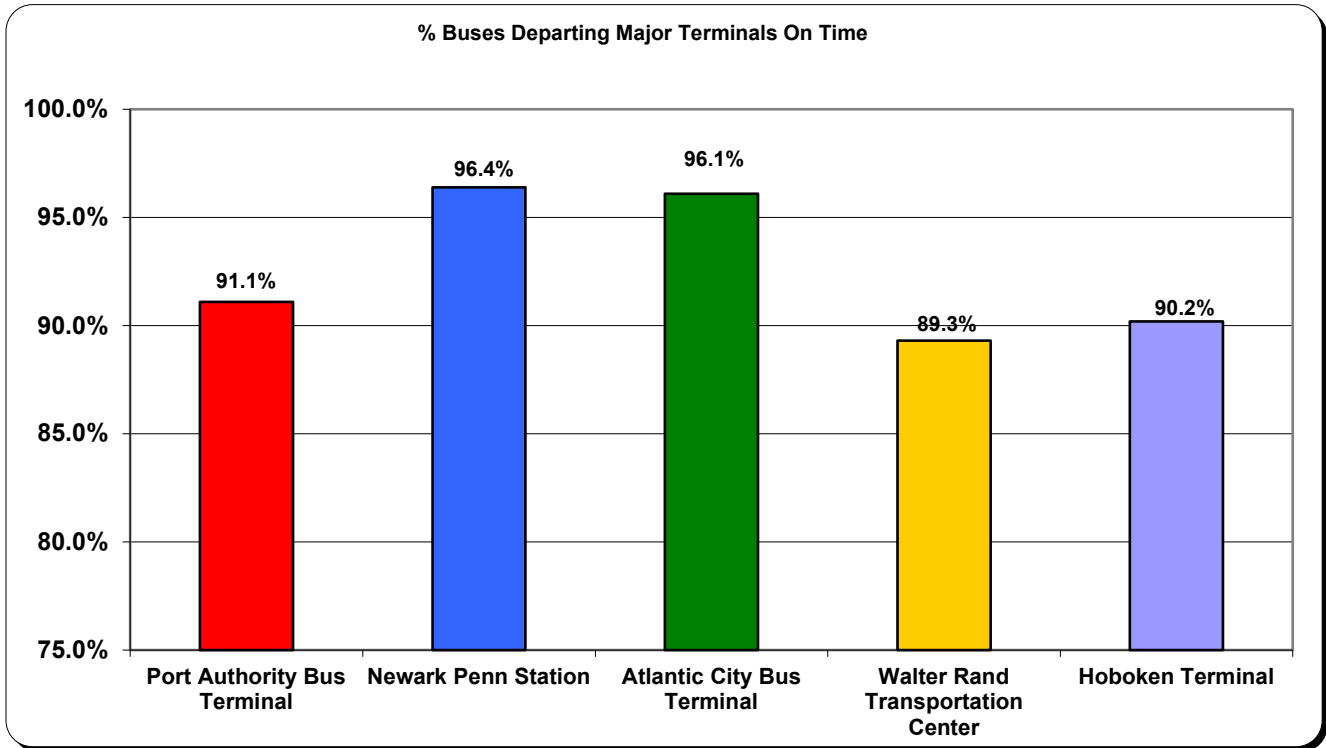
Bus On-Time Performance systemwide was 92% for the month of August 2025. Of the 47,654 monitored departures, 3,817 experienced delays.

Key Causes included:

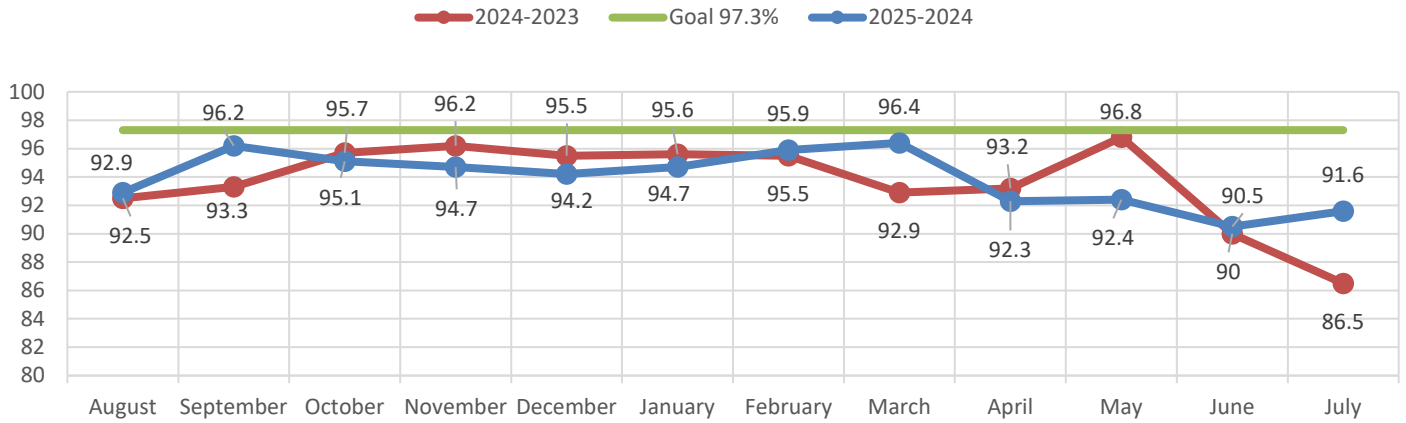
- At PABT, delays were caused by the following: on the 1st, overweight truck in the outbound tube, on the 14th, Heavy inbound traffic due to disabled private bus on 495 E, on the 15th, heavy traffic, on the 18th, disable bus and motor vehicle accident in north tube, on the 19th – 20th, truck on fire on Turnpike, on the 21st – 22nd, emergency road repair in Hoboken, disabled bus and disabled vehicle on 495 E, on the 25th, disabled NJT bus in tunnel.
- At Newark Penn, delays were caused by the following: on the 12th, mechanical issues, sick passenger, downed power line, road construction with road closures, on the 28th, emergency roadblocks, mechanical issues, multiple road closures due to construction and utility repairs, on the 29th, mechanical issues, road closures and detours on multiple roads due to construction.
- For various other locations, minor delays were caused due to weather, detours, traffic, and road construction on various days.
- The 12-month average for Bus On-Time Performance was 90.9%.

ON-TIME PERFORMANCE BUS

SUMMARY BY TERMINAL



NJ TRANSIT ON-TIME PERFORMANCE LIGHT RAIL August 2023 – July 2025



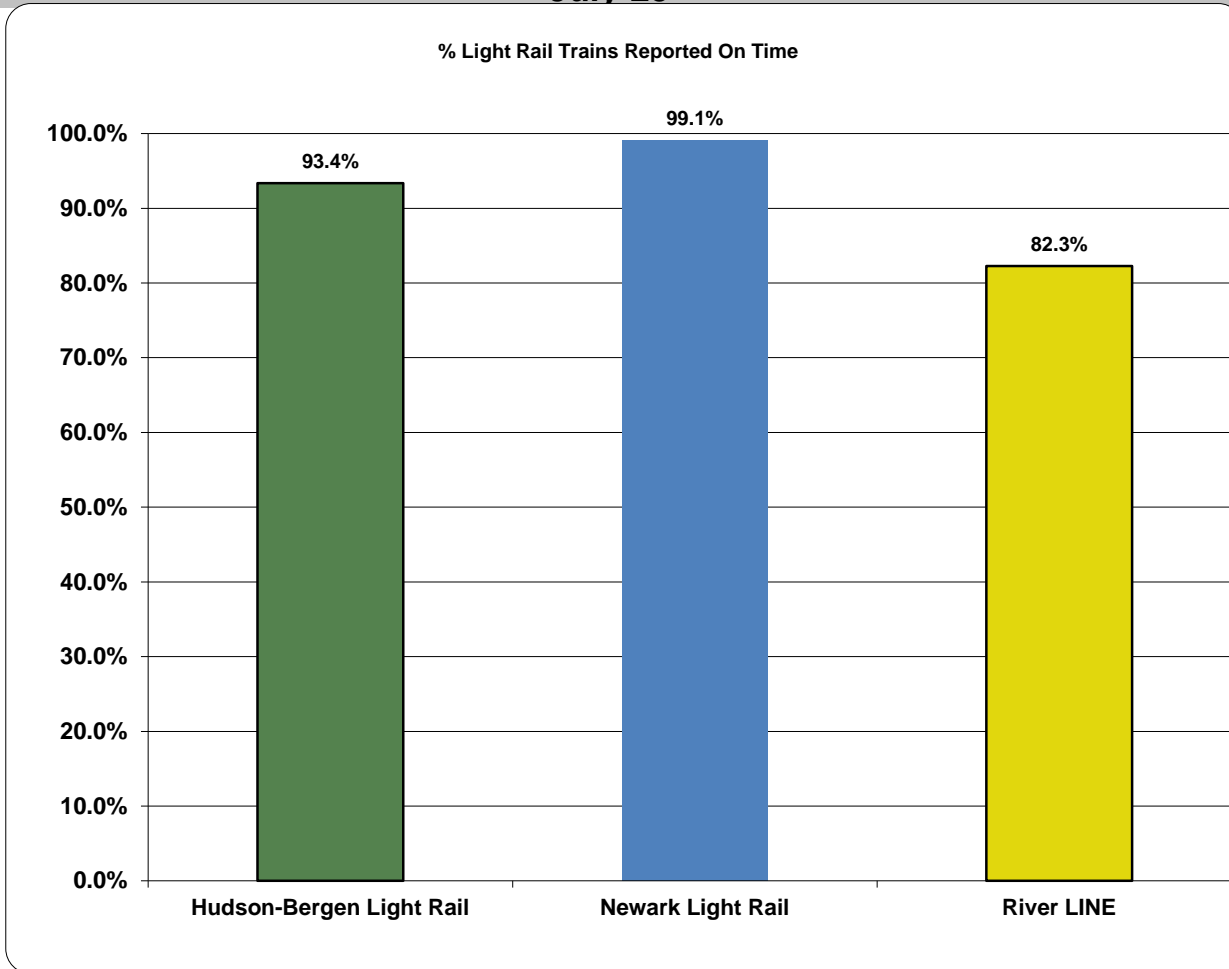
	<u>2024</u>	<u>2025</u>	<u>% Change</u>
June Comparison	86.5%	91.6%	+5.1%
12-Month Average July – June	94.0%	94.0%	0.0%

Key Causes included:

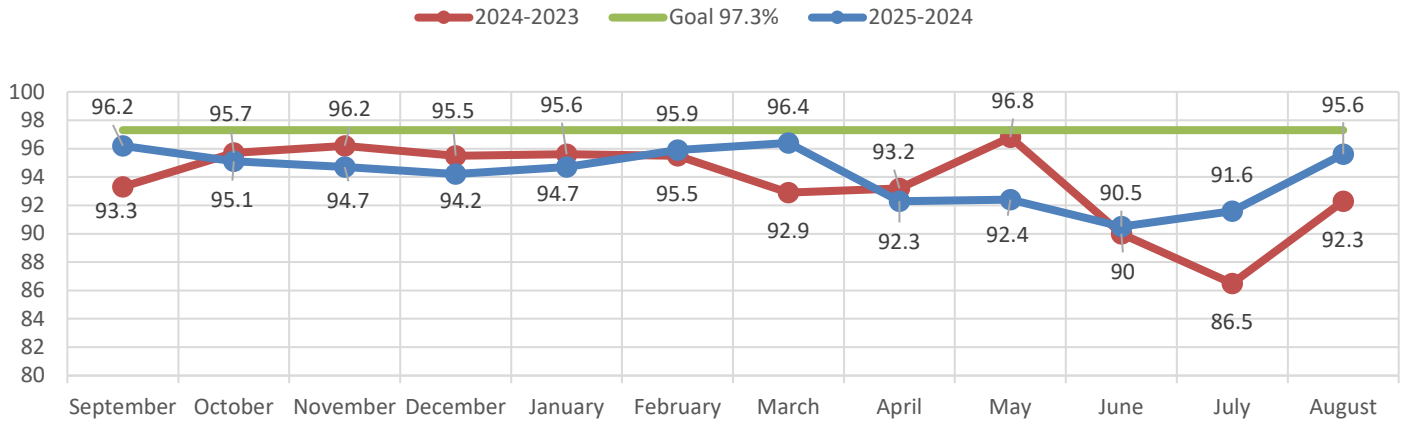
- **Newark Light Rail** – NLR OTP remained the same as the previous month. 92 trains were impacted due to incidents over the course of the month.
- **River LINE** – OTP for the River Line increased by 5.4%. 438 were impacted over the course of the month. The major cause of this was due to the lack of available light rail vehicles, leading to 133 trains being affected. Other issues were delays caused by passenger volume after major events, door and brake issues and passenger induced delays.
- **HBLR** – HBLR OTP went down 2% in July compared to the previous month. The main cause for this decrease was the July 4th festivities, where 133 trains were affected by the increase in traffic. Other issues that affected the OTP were issues related to propulsion, brakes and doors. There was also a significant amount of police activity that caused various delays and cancellations.

ON-TIME PERFORMANCE LIGHT RAIL

SUMMARY BY LINE July-25



NJ TRANSIT ON-TIME PERFORMANCE LIGHT RAIL September 2023 – August 2025



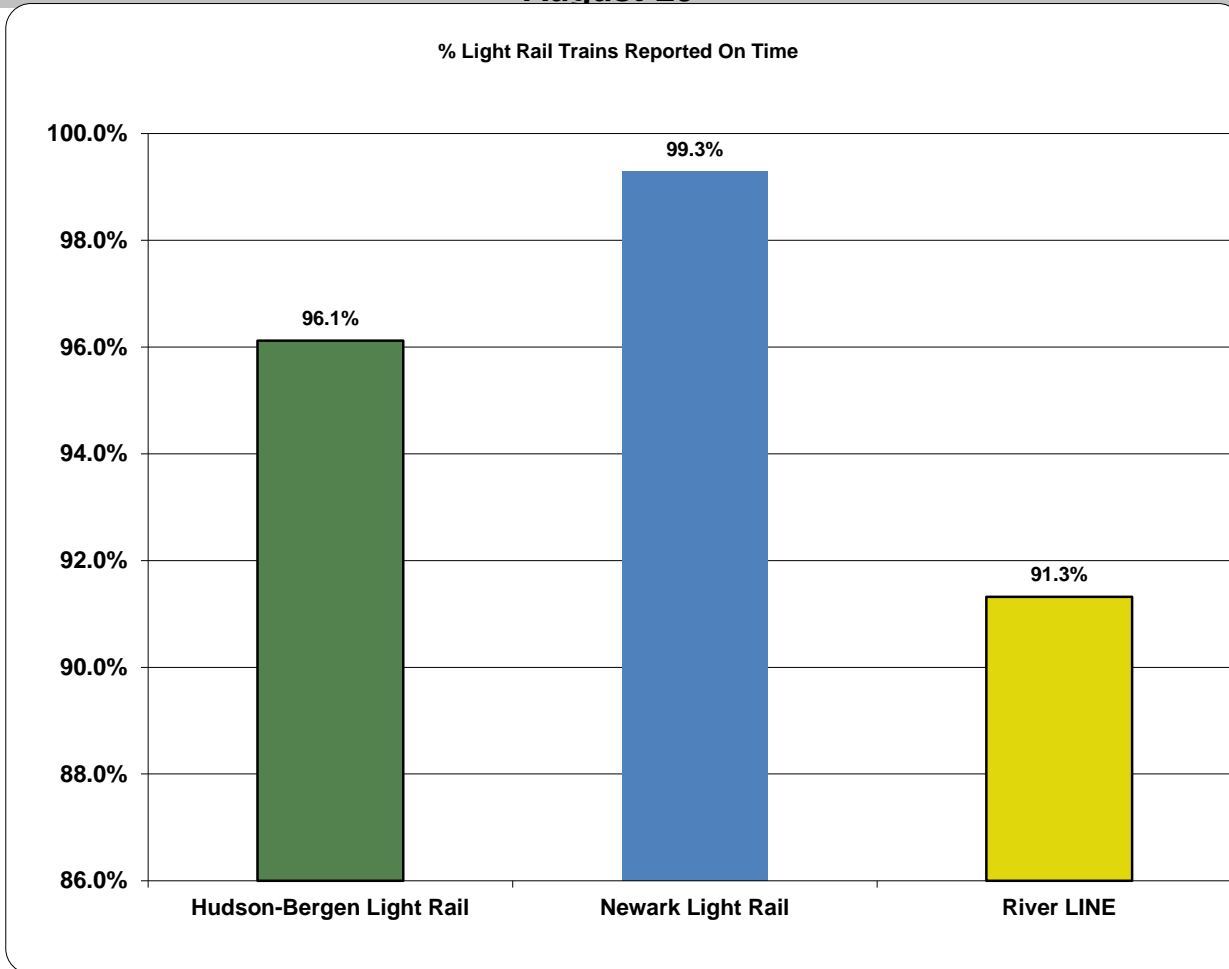
	<u>2024</u>	<u>2025</u>	<u>% Change</u>
August Comparison	92.3%	95.6%	+3.3%
12-Month Average Sept – Aug	94.0%	94.1%	+0.1%

Key Causes included:

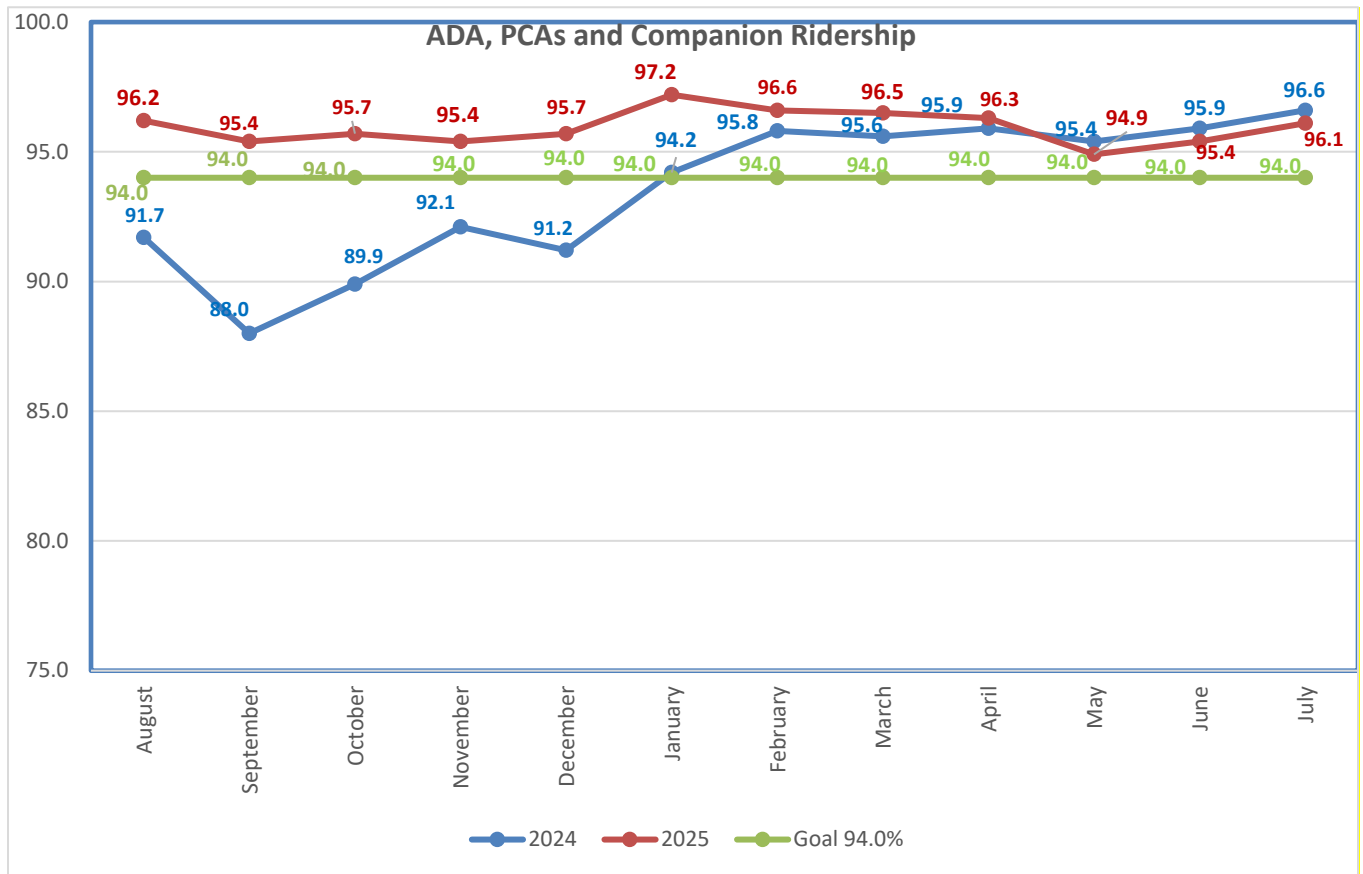
- **Newark Light Rail** – NLR OTP increased by .02% to 99.3% compared to the previous month. In this month issues that affected OTP consisted of issues relating to propulsion, doors and HVAC, as well as signal equipment issues and passenger induced events.
- **River LINE** – River Line OTP significantly increased compared to the previous month. The River LINE had several 100% OTP days. Light rail vehicle availability continues to be the main source of affected trains for the River LINE. There was an increase in the number of impacted trains due to the right of way being obstructed. There were also trains affected due to brake and traction issues.
- **HBLR** – HBLR OTP increased by 2.7% compared to the previous month. The largest source of affected trains was due to a lack of operators available. Door issues continue to be the largest issue that affects the HBLR OTP with 189 trains impacted. A significant number of affected trains were also caused by passengers and NJTPD activity.

ON-TIME PERFORMANCE LIGHT RAIL

SUMMARY BY LINE August-25



NJ TRANSIT ON-TIME PERFORMANCE ACCESS LINK AUGUST 2023–JULY 2025



	<u>2024</u>	<u>2025</u>	<u>% Change</u>
July Comparison	96.6%	96.1%	-0.5%
July Ridership	131,925	140,773	8,848
12-Month Average August 2024–July 2025	93.5%	96.0%	2.5%

Analysis:

Access Link On-Time Performance was 96.1% for July 2025. In serving 157,977 total customers, for 140,773 ADA customer trips, 5,500 or (3.9%) experienced delays.

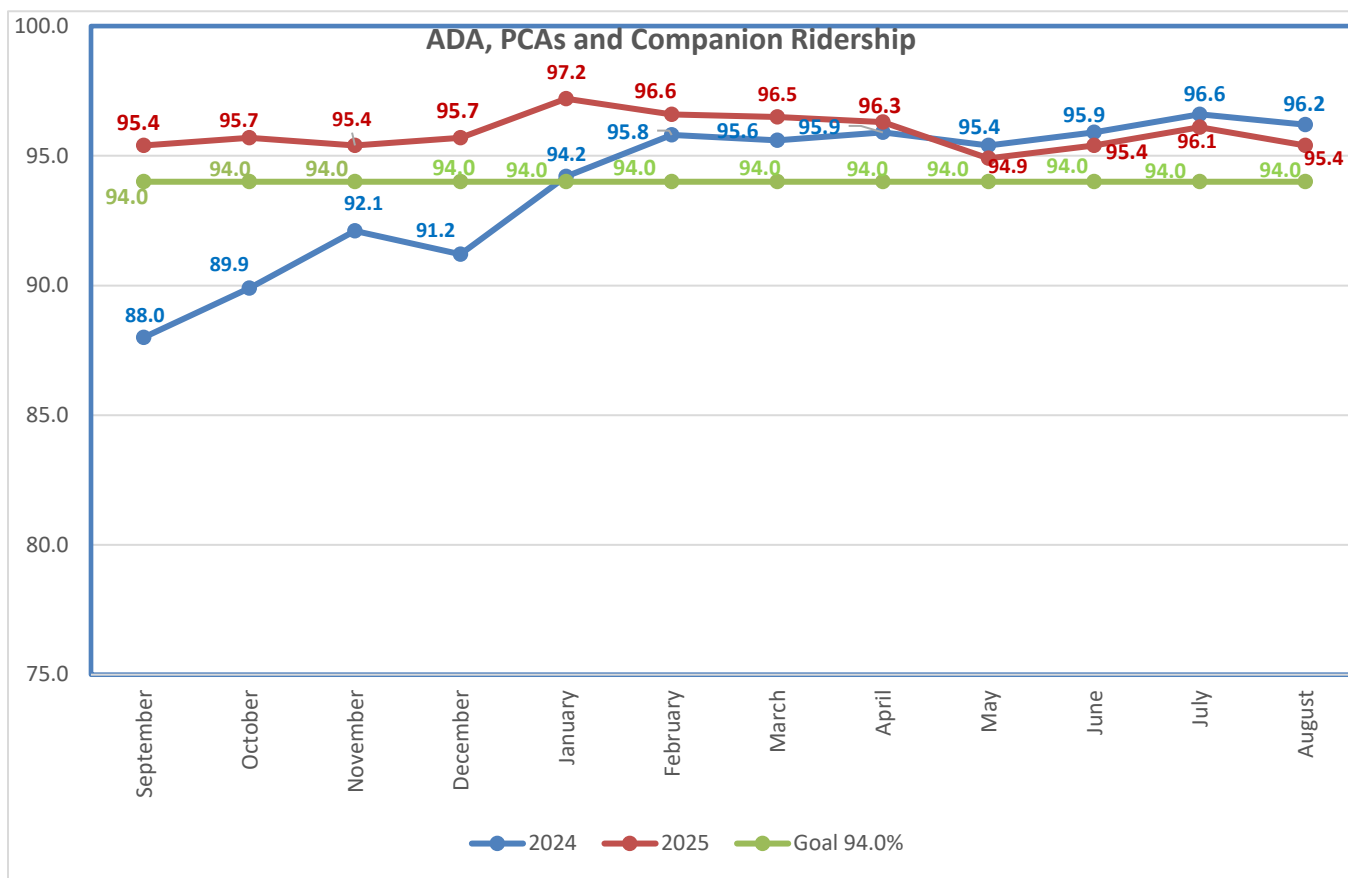
Key Causes included:

- 7/11/25, 7/31/25 – onboard computer system outage
- Customer cancellations and no-shows

The 12-month average for Access Link On-Time Performance for August 2024-July 2025 was 96.0% which increased by 2.5%

* Statistics comprise both dedicated and non-dedicated service.

NJ TRANSIT ON-TIME PERFORMANCE ACCESS LINK SEPTEMBER 2023–AUGUST 2025



	<u>2024</u>	<u>2025</u>	<u>% Change</u>
August Comparison	96.2%	95.4%	-0.8%
August Ridership	131,347	135,996	4,649
12-Month Average September 2024–August 2025	93.9%	95.9%	2.0%

Analysis:

Access Link On-Time Performance was 95.4% for August 2025. In serving 153,479 total customers, for 135,996 ADA customer trips, 6,288 or (4.6%) experienced delays.

Key Causes included:

- 8/1, 8/5, 8/13, 8/14- onboard computer system outage
- Customer cancellations and no-shows

The 12-month average for Access Link On-Time Performance for September 2024-August 2025 was 95.9% which increased by 2.0%

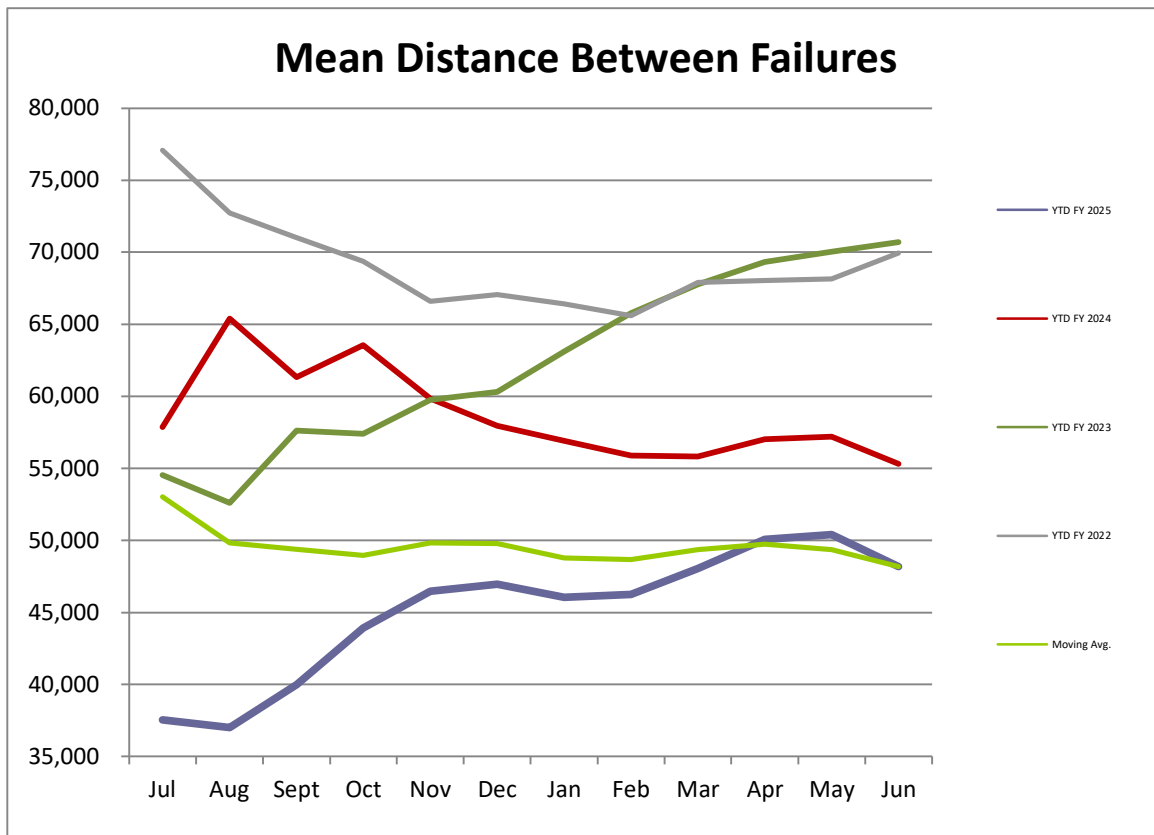
* Statistics comprise both dedicated and non-dedicated service.

MEAN DISTANCE BETWEEN FAILURES

June 2025

NJ TRANSIT Rail Operations
Mean Distance Between Failures

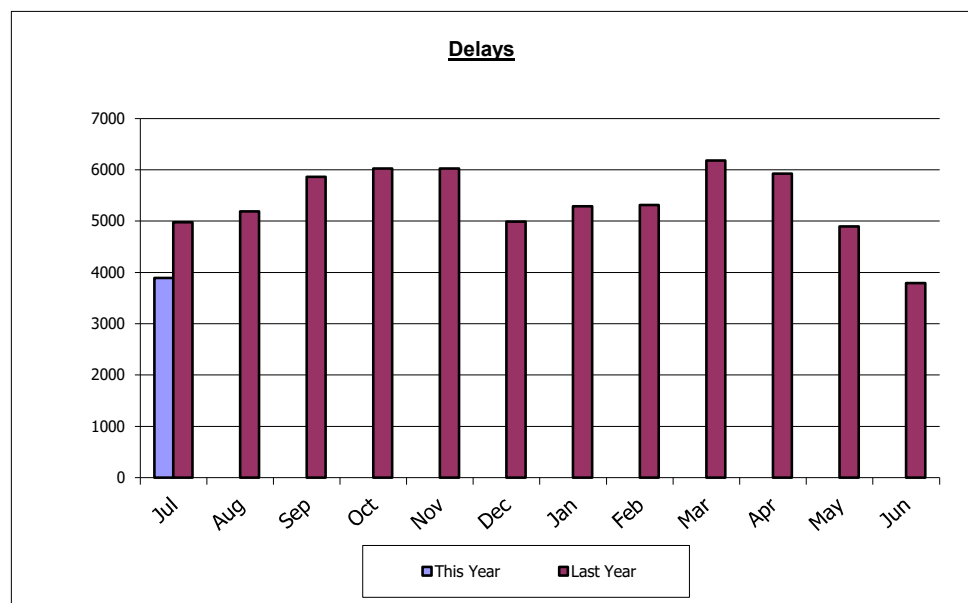
Month	YTD FY 2025	YTD FY 2024	YTD FY 2023	YTD FY 2022	12 Month Moving Avg.
Jul	37,549	57,875	54,531	77,087	53,024
Aug	36,992	65,403	52,602	72,743	49,833
Sept	39,979	61,324	57,623	71,005	49,378
Oct	43,929	63,539	57,410	69,368	48,959
Nov	46,462	59,844	59,761	66,597	49,826
Dec	46,944	57,968	60,315	67,060	49,770
Jan	46,027	56,904	63,121	66,433	48,781
Feb	46,251	55,888	65,780	65,594	48,656
Mar	48,032	55,822	67,778	67,894	49,372
Apr	50,066	57,014	69,327	68,050	49,734
May	50,393	57,197	70,045	68,153	49,371
Jun	48,171	55,317	70,712	69,949	48,171



Garage Performance Parameters

July 2025

Location	Miles Between In-Service Delays			
	FY2026 Goal	This Month	FY2026 YTD	FY2025 YTD
Fairview	7,000	4,757	4,757	4,433
Market Street	5,000	3,017	3,017	3,362
Meadowlands	6,000	1,360	1,360	2,094
Oradell	9,000	11,320	11,320	11,551
Wayne	9,000	5,882	5,882	8,929
WestWood	9,000	10,338	10,338	16,551
Northern Division	-	3,353	3,353	4,179
Big Tree	5,500	3,304	3,304	4,729
Greenville	5,000	2,551	2,551	2,649
Hilton	6,500	3,063	3,063	4,049
Howell	17,500	12,018	12,018	27,312
Ironbound	6,000	2,695	2,695	3,193
Kearny Point	5,000	2,459	2,459	-
Orange	7,800	1,910	1,910	2,518
Morris	10,500	10,272	10,272	10,520
Central Division	-	3,337	3,337	4,438
Egg Harbor	11,500	7,815	7,815	9,645
Hamilton	7,500	5,368	5,368	5,685
Newton Avenue	9,178	4,758	4,758	6,506
Washington Twp.	14,377	8,106	8,106	10,232
Southern Division	-	6,802	6,802	8,354
Bus Operations	-	3,892	3,892	4,978

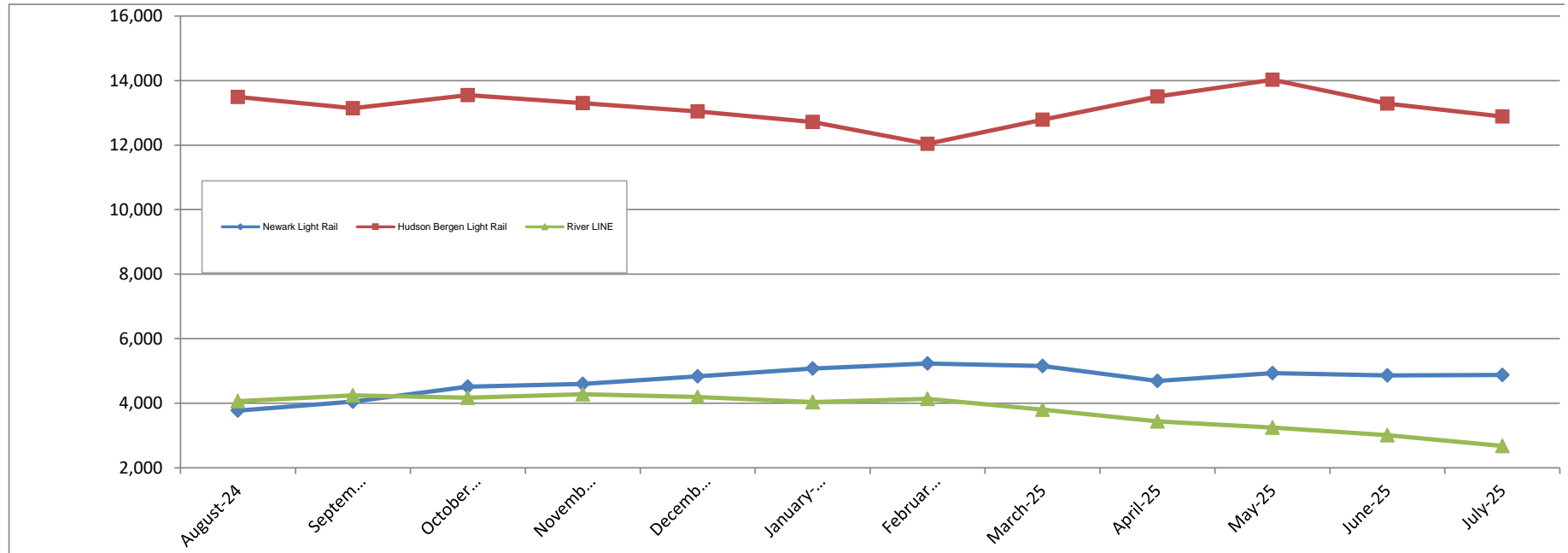


NJ TRANSIT - LIGHT RAIL, July 2025

12 Month Average Miles Between In Service Failures

NJT LIGHT RAIL	MDBSF *	MDBSF *
	June 2025	July 2025
Newark Light Rail	4,865	4,876
Hudson Bergen	13,284	12,890
River LINE	3,013	2,678

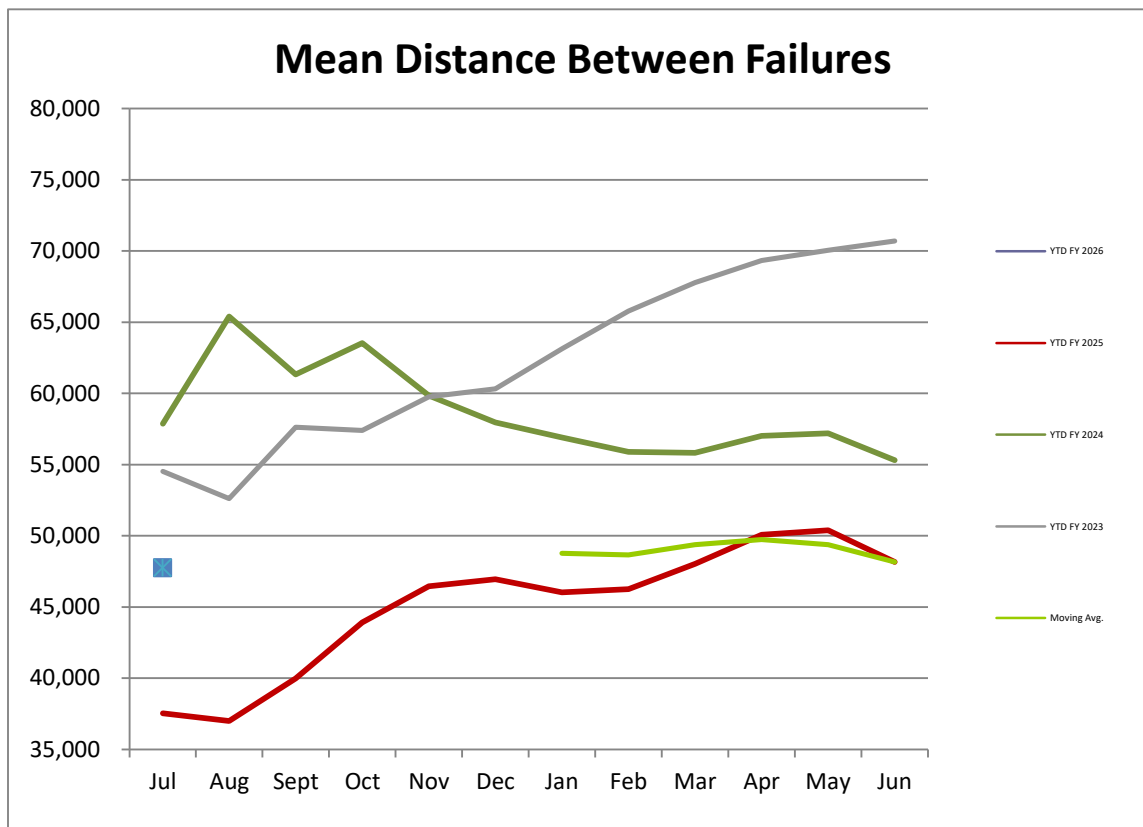
AVERAGE MILES BETWEEN IN-SERVICE MECHANICAL FAILURES



July 2025

NJ TRANSIT Rail Operations
Mean Distance Between Failures

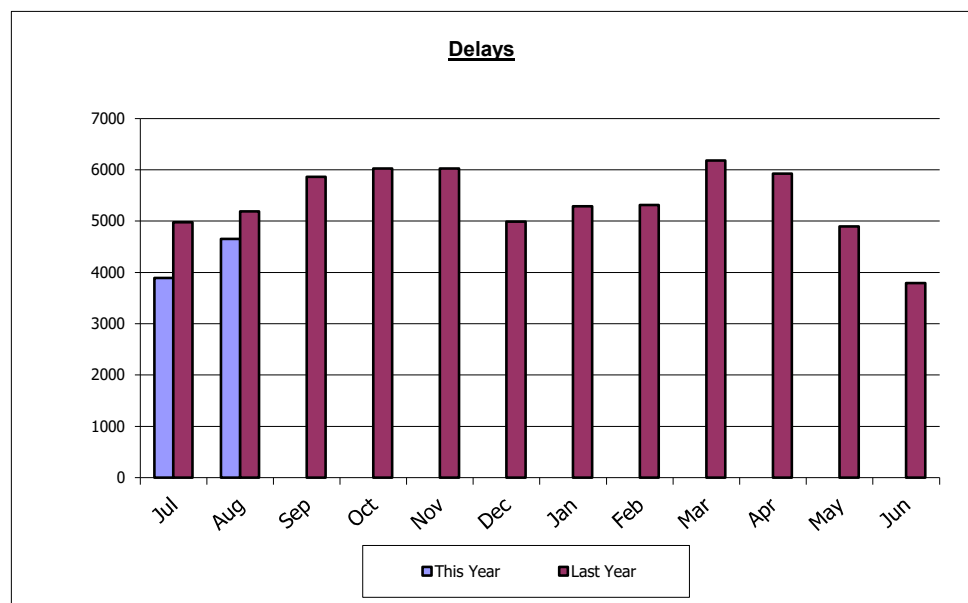
Month	YTD FY 2026	YTD FY 2025	YTD FY 2024	YTD FY 2023	12 Month Moving Avg.
Jul	34,531	37,549	57,875	54,531	47,747
Aug	-	36,992	65,403	52,602	-
Sept	-	39,979	61,324	57,623	-
Oct	-	43,929	63,539	57,410	-
Nov	-	46,462	59,844	59,761	-
Dec	-	46,944	57,968	60,315	-
Jan	-	46,027	56,904	63,121	48,781
Feb	-	46,251	55,888	65,780	48,656
Mar	-	48,032	55,822	67,778	49,372
Apr	-	50,066	57,014	69,327	49,734
May	-	50,393	57,197	70,045	49,371
Jun	-	48,171	55,317	70,712	48,171



Garage Performance Parameters

August 2025

Location	Miles Between In-Service Delays			
	FY2026 Goal	This Month	FY2026 YTD	FY2025 YTD
Fairview	7,000	4,575	4,666	5,650
Market Street	5,000	3,348	3,171	3,203
Meadowlands	6,000	1,997	1,607	2,213
Oradell	9,000	12,619	11,935	10,527
Wayne	9,000	7,211	6,465	9,024
WestWood	9,000	14,274	11,951	14,277
Northern Division	-	4,434	3,808	4,594
Big Tree	5,500	3,833	3,536	4,002
Greenville	5,000	2,779	2,656	2,968
Hilton	6,500	3,683	3,339	3,865
Howell	17,500	16,484	13,871	22,504
Ironbound	6,000	3,138	2,900	3,413
Kearny Point	5,000	2,795	2,608	1,603
Orange	7,800	2,270	2,084	2,397
Morris	10,500	12,767	11,381	13,110
Central Division	-	3,932	3,627	4,273
Egg Harbor	11,500	6,470	7,078	9,604
Hamilton	7,500	6,182	5,740	5,919
Newton Avenue	9,178	6,729	5,620	6,970
Washington Twp.	14,377	7,804	7,953	9,749
Southern Division	-	6,870	6,836	8,422
Bus Operations	-	4,652	4,235	5,080

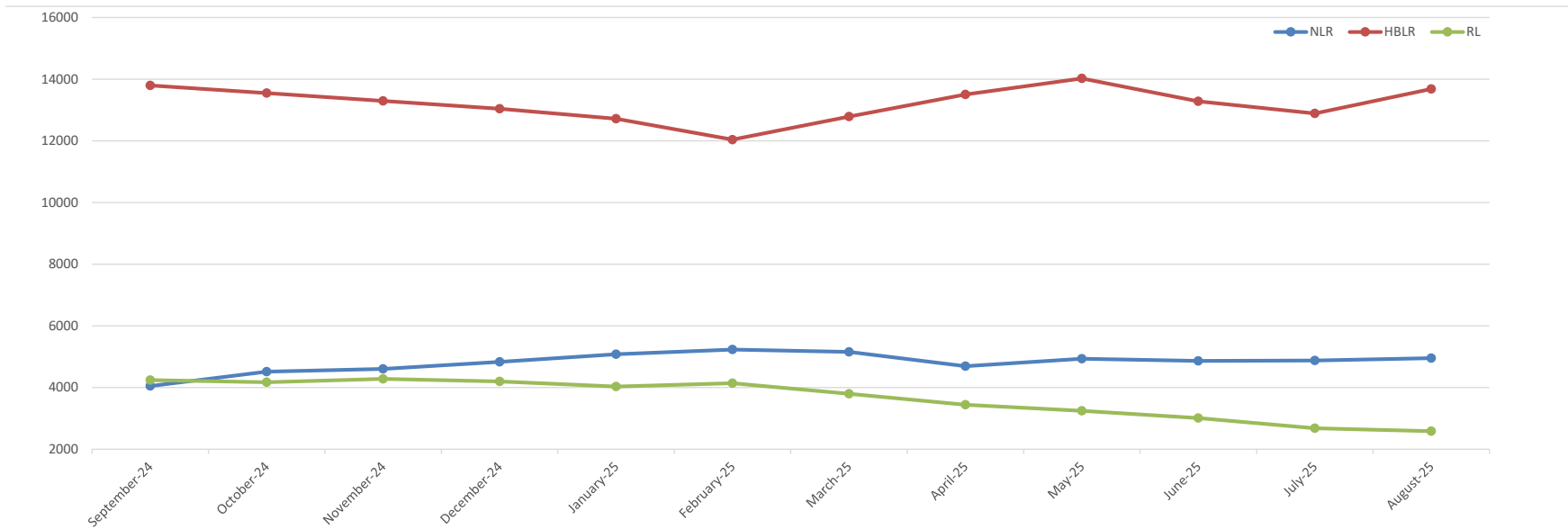


NJ TRANSIT - LIGHT RAIL, August 2025

12 Month Average Miles Between In Service Failures

NJT LIGHT RAIL	July 2025	August 2025
Newark Light Rail	4,876	4,955
Hudson Bergen	12,890	13,682
River LINE	2,678	2,586

AVERAGE MILES BETWEEN IN-SERVICE MECHANICAL FAILURES



DBE/SBE PROGRAM

NJ TRANSIT - DBE/SBE/DVOB Participation for July 2025

State Funded Contracts

State Fiscal Year 2026 - July 1, 2025, through June 30, 2026

During the month of **July 2025**, NJ TRANSIT awarded **\$7,282,877.18** in state-funded contracts; of that total, Small Business Enterprises (SBE/DVOBs) received **\$0.00** or **0.00%**.

State Fiscal Year 2026 YTD (July 1, 2025, through June 30, 2026) NJ TRANSIT awarded **\$7,282,877.18** in state-funded contracts. Of that total, SBE/DVOBs received **\$0.00** or **0.00%**.

SBE/DVOB Goal Attainment from July 1, 2025, through June 30, 2026 (SFY 2026)

Goods & Services

Category 1 SBE/DVOBs	\$0.00	0.00%
Category 2 SBE/DVOBs	\$0.00	0.00%
Category 3 SBE/DVOBs	\$0.00	0.00%

Construction

Category 4 SBE/DVOBs	\$0.00	0.00%
Category 5 SBE/DVOBs	\$0.00	0.00%
Category 6 SBE/DVOBs	\$0.00	0.00%

FTA Funded Contracts - Updated on a quarterly basis

Federal Fiscal Year (FFY) 2025 - October 1, 2024 through September 30, 2025

During the 3rd Quarter (April 1, 2025 – June 30, 2025), the FTA-funded share of NJ TRANSIT’s federal contracts awarded was **\$68,129,103.02**. Of that total, Disadvantaged Business Enterprises (DBEs) received **\$6,482,949.73** or **9.516%**.

FFY 2023 through FFY 2025 (October 1, 2022 – September 30, 2025) NJ TRANSIT awarded **\$1,011,764,443.72**** in federally funded contracts. Of that total, DBEs received **\$126,810,084.09*** or **12.53%**.

**Numbers reflect federal share*

*** Number includes subrecipient awards*

Next update will occur in October 2025

Transit Vehicle Manufacturer (TVM)¹ Awards

During the 3rd Quarter (**April 1, 2025 – June 30, 2025**), NJ TRANSIT awarded \$0.00 in TVM contracts or change orders.

Next update will occur in October 2025

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

NJ TRANSIT - DBE/SBE/DVOB Participation for August 2025

State Funded Contracts

State Fiscal Year 2026 - July 1, 2025, through June 30, 2026

During the month of **August 2025**, NJ TRANSIT awarded **\$10,092,173.56** in state-funded contracts; of that total, Small Business Enterprises (SBE/DVOBs) received **\$657,694.90** or **6.517%**.

State Fiscal Year 2026 YTD (July 1, 2025, through June 30, 2026) NJ TRANSIT awarded **\$17,375,050.74** in state-funded contracts. Of that total, SBE/DVOBs received **\$657,694.90** or **3.785%**.

SBE/DVOB Goal Attainment from July 1, 2025, through June 30, 2026 (SFY 2026)

Goods & Services

Category 1 SBE/DVOBs	\$424,922.00	4.21%
Category 2 SBE/DVOBs	\$0.00	0.00%
Category 3 SBE/DVOBs	\$232,772.77	2.31%

Construction

Category 4 SBE/DVOBs	\$0.00	0.00%
Category 5 SBE/DVOBs	\$0.00	0.00%
Category 6 SBE/DVOBs	\$0.00	0.00%

FTA Funded Contracts - Updated on a quarterly basis

Federal Fiscal Year (FFY) 2025 - October 1, 2024 through September 30, 2025

During the 3rd Quarter (April 1, 2025 – June 30, 2025), the FTA-funded share of NJ TRANSIT’s federal contracts awarded was **\$68,129,103.02**. Of that total, Disadvantaged Business Enterprises (DBEs) received **\$6,482,949.73** or **9.516%**.

FFY 2023 through FFY 2025 (October 1, 2022 – September 30, 2025) NJ TRANSIT awarded **\$1,011,764,443.72**** in federally funded contracts. Of that total, DBEs received **\$126,810,084.09*** or **12.53%**.

**Numbers reflect federal share*

*** Number includes subrecipient awards*

Next update will occur in October 2025

Transit Vehicle Manufacturer (TVM)¹ Awards

During the 3rd Quarter (**April 1, 2025 – June 30, 2025**), NJ TRANSIT awarded \$0.00 in TVM contracts or change orders.

Next update will occur in October 2025

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

EMPLOYEE RECOGNITION

NJ TRANSIT employees bid farewell after outstanding careers

60 NJ TRANSIT employees retired recently:

1. April Allen, Car Appearance Maintainer -- PSNY -- 23 years
2. Dexter Audain, Locomotive Engineer -- Various -- 30 years
3. Alexander Baker, Director Rail Ops Systems -- HQ -- 37 years
4. George Brantley, Carman -- MMC -- 34 years
5. Timothy Burke, Conductor -- Various -- 36 years
6. Frederick Chidester, DGM Equipment -- HQ -- 5 years
7. Thomas Demnicki, Supervisor Track -- Wood-Ridge -- 30 years
8. Mark Ecklyn, Foreman MOE -- Raritan -- 36 years
9. Robert Fagliarone, Conductor -- Various -- 30 years
10. Raymond Galarza, Machinist -- Long Branch -- 10 years
11. Marinella Giovaniello, Conductor -- Various -- 26 years
12. Robert Grassi, Carman -- MMC -- 23 years
13. Julia Guerrero, Crew Caller -- ROC -- 23 years
14. Anthony Johnson, Lead Tech -- MMC -- 37 years
15. Richard Johnson, Carman -- MMC -- 42 years
16. Joseph Moschella, Assistant Conductor -- Various -- 23 years
17. Deokumarie Passram, TCM Terminal Agent -- Newark Penn -- 10 years
18. Rick Passram, Assistant Manager -- MMC -- 28 years
19. Wilson Philistin, Assistant Conductor -- Various -- 24 years
20. Alberto Rivera, Car Appearance Maintainer -- Hoboken -- 17 years
21. Kenneth Sullivan, Carman -- Long Branch -- 10 years
22. Douglas Turek, Pipefitter -- PSNY -- 27 years
23. Kumar Wadhwa, Conductor -- Various -- 30 years
24. Carlos Ferreira, Spec Mech Wld -- Newark -- 20 years
25. Benjamin Navarro, Operator -- Oradell -- 21 years
26. Jean Orcel, Operator -- Newton Ave. -- 10 years
27. Stacey Whittle, Operator -- Orange -- 16 years
28. Albert Fulginiti, Mechanic A - Washington Twp. -- 24 years
29. Franklin Wright, Driver Stores -- Newark -- 12 years
30. Darryl Thompson, Repairman B -- Newton Ave. -- 21 years
31. Francesco Petruzzella, Stock Clerk -- Meadowlands -- 23 years
32. Jeanette Robles, Regional Supervisor -- Newton Ave. -- 34 years
33. Svetlana Krause, Director Passenger Communications -- HQ -- 38 years
34. Michael Thomasetti, Principal Eng/Arch -- HQ -- 34 years
35. Shaheed Ali, Machinist -- Hoboken -- 23 years
36. Robert Butler, Lead Laborer -- PSNY -- 25 years
37. Luis Caro, Trackman -- Hammonton -- 29 years
38. Angela Edwards, Sr. Accounting Clerk -- HQ -- 33 years
39. John Fitzpatrick, Laborer -- Hoboken -- 39 years
40. Stephen Mayers, Assistant Conductor -- Various -- 30 years
41. Frank Owsik, Machinist -- MMC -- 12 years
42. Mirosław Skowronski, Tech -- MMC -- 20 years
43. Steven Andrews, Stock Clerk -- Ironbound -- 26 years
44. Artie Bowers, Repairman A -- Orange -- 27 years
45. Harold Brown, Cleaner -- Market St. -- 12 years
46. Rosa Nelson, Operator -- Wayne -- 24 years
47. Oladayo Akindele, Depot Clerk -- Fairview -- 17 years
48. Gregory Apgood, Operator -- Washington Twp. -- 33 years

49. Shelean Bails, Operator -- Greenville -- 21 years
50. Jeffrey Baker, Spec Maint. -- Maplewood -- 43 years
51. John Brooks, Operator -- Egg Harbor -- 25 years
52. Luis Cruz, Repairman A -- Ironbound -- 26 years
53. Immacula Edouard, Operator -- Hilton -- 26 years
54. Erik Evans, Operator -- Hamilton -- 27 years
55. Ralph Longo, Mechanic A -- Greenville -- 27 years
56. Lewis Mazza, Mechanic A -- Howell -- 21 years
57. Joseph Watson, Operator -- Oradell -- 20 years
58. Paul Kaplan, Principal Radio Accs Ntwk -- Maplewood -- 30 years
59. Melanie Redd, Fare Inspector -- HQ -- 20 years
60. Franklin Taylor, Principal Project Engineer -- HQ -- 26 years

ACTION ITEMS

ITEM 2509-38: BUS SERVICES IN SUPPORT OF 2026 WORLD CUP BUSING PLAN

WHEREAS, NJ TRANSIT is empowered in accordance with N.J.S.A. 27:25-11g(3)(c)(d) and N.J.S.A. 27:25-6b and the NJ TRANSIT Bylaws, to enter and execute a procurement-by-exception (PBE) contract, to provide bus service in support of the agency mandate that NJ TRANSIT provide transportation to the FIFA World Cup 2026 (World Cup) tournament matches being held at MetLife Stadium; and

WHEREAS, Fédération Internationale de Football Association (FIFA) will be conducting the international World Cup tournament at a number of venues across the United States; and

WHEREAS, MetLife Stadium, located in East Rutherford, New Jersey, will be host to eight tournament matches, including the tournament's final championship match scheduled for July 19, 2026 (the Events); and

WHEREAS, NJ TRANSIT will provide public transportation to and from MetLife Stadium, utilizing NJ TRANSIT's rail service on the Meadowlands Rail Line, as well as auxiliary bus services; and

WHEREAS, NJ TRANSIT has sought and received proposals and quotes from three firms for evaluation; and

WHEREAS, NJ TRANSIT has determined the proposal submitted by A Yankee Line, Inc. provides the best value, and is in the best interest of NJ TRANSIT and the State of New Jersey; and

WHEREAS, NJ TRANSIT is authorized to enter contracts directly, and without public bidding, with private entities when needed to operate motorbus regular route, paratransit, or charter services;

NOW, THEREFORE, BE IT RESOLVED that the Chair or President & CEO is authorized to enter into NJ TRANSIT Contract No. PBE 26-004 with A Yankee Line, Inc. of Elizabeth, New Jersey, to provide equipment and personnel to support NJ TRANSIT's auxiliary bus service for the FIFA World Cup 2026 Events, at a cost not to exceed \$3,269,400, plus five percent for contingencies, for a total contract authorization of \$3,432,870, subject to the availability of funds and Board approval of NJ TRANSIT's Operating Budget.

ITEM 2509-39: PROPOSED LABOR AGREEMENTS: NJ TRANSIT BUS OPERATIONS, INC. AND AMALGAMATED TRANSIT UNION, NEW JERSEY STATE COUNCIL AND LOCAL DIVISION NOS. 540, 819, 820, 821, 822, 823, 824, 825, 880, AND RELATED LABOR AGREEMENTS

WHEREAS, NJ TRANSIT Bus Operations, Inc. (NJTBus) and the Amalgamated Transit Union, NJ State Council (ATU) have collectively negotiated labor agreements, namely the Hourly, Field Salaried, and General Office Clerical (collectively the Labor Agreements), for the approximately 5,200 employees represented by the ATU; and

WHEREAS, the terms and conditions of the Labor Agreements are set forth in the Memorandum of Agreement between New Jersey Transit Bus Operations, Inc. and Amalgamated Transit Union NJ State Council, dated June 19, 2025 (MOA); and

WHEREAS, on or about July 18, 2025, a majority of employees represented by the ATU NJ State Council ratified the terms of the MOA; and

WHEREAS, the Utility Workers Union of America represents approximately 25 bus claims administration employees, with a labor agreement that expired on June 30, 2024, that has historically been resolved based upon substantially similar terms as the ATU; and

WHEREAS, ATU, Local 819 represents approximately 25 bus employees at a single bus garage in Dover, New Jersey, operated by NJ TRANSIT Morris, Inc., under a labor agreement that expired on or about June 30, 2024; and

WHEREAS, ATU, Local 819 represents approximately 40 bus employees at a single bus garage in Neptune, New Jersey, operated by NJ TRANSIT Mercer, Inc., under a labor agreement that expired on or about December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby: (1) approves and ratifies the Memoranda of Agreement modifying the Hourly, Field Salaried, and General Office Clerical Employees Agreements; (2) authorizes the President & CEO and/or Senior Vice President, Surface Transit and General Manager, NJ TRANSIT Bus Operations, Inc., to take all necessary steps to finalize and implement same; and (3) authorizes the President & CEO and/or the Senior Vice President, Surface Transit and General Manager, NJ TRANSIT Bus Operations, Inc., to negotiate, renew, and execute related Labor Agreements with the Utility Workers' Union of America and ATU, Local 819, NJ TRANSIT Morris, Inc. and NJ TRANSIT Mercer, Inc.

EXHIBIT A

MEMORANDUM OF AGREEMENT

Between

NEW JERSEY TRANSIT BUS OPERATIONS, INC.

and

**AMALGAMATED TRANSIT UNION, NEW JERSEY STATE COUNCIL AND LOCAL
DIVISION NOS. 540, 819, 820, 821, 822, 823, 824, 825 AND 880**

(Hourly Agreement)

This constitutes the Memorandum of Agreement made and entered into this ___ day of _____, 2025 by and between New Jersey Transit Bus Operations, Inc. (“NJTBO”) and Amalgamated Transit Union, New Jersey State Council and Local Division Nos. 540, 819, 820, 821, 822, 823, 824, 825, and 880 (“ATU”).

It is understood and agreed that the Collective Negotiations Agreement covering the hourly employees represented by the ATU that was in effect from July 1, 2021 through June 30, 2024 is hereby renewed for the term of July 1, 2024 until June 30, 2028, except as modified by the enclosed revisions to the following Articles:

1. Duration and Issuance of Contract (Hourly Agreement § 16.S)
2. Grievance Procedure (Hourly Agreement § 1.A)
3. Union Security (Hourly Agreement §§ 1.C through F)
4. Death In Family (Hourly Agreement § 16.L.10)
5. Doctor’s Notes and Verifications (New Article)
6. Vacations In Days (Hourly Agreement § 16.L.5)
7. Holidays (Hourly Agreement § 7.D)
8. Uniforms (Hourly Agreement § 6)
9. Equipment/Tools (Hourly Agreement §§ 13.D, 17B.XIII)
10. Wearing Apparel (Hourly Agreement §§ 13.C, 17B.XII)
11. Vacancies (Hourly Agreement §§ 14.G, 19.K)
12. Notices (New Article)
13. Medical Coverage (Hourly Agreement § 16.L.15)
14. Drug Prescription Plan (Hourly Agreement § 16.L.9)
15. Direct Deposit (Hourly Agreement § 16.L.13)
16. Wages (Hourly Agreement Appx E)

Any language in the parties’ 2021-2024 Agreement not expressly modified by the enclosed revisions will remain unchanged in the parties’ 2024-2028 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions. None of the modifications contained herein are retroactive unless otherwise stated.

This Memorandum of Agreement is subject to ratification by ATU membership, and approval by the State of New Jersey, though the Board of Directors of New Jersey Transit Corporation, or its subsidiary, NJTBO.

All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

EXHIBIT A

For NJTBO:

For the ATU:

Dated:

Dated:

EXHIBIT A

DURATION AND ISSUANCE OF CONTRACT (Hourly Contract § 16.S)

This Agreement is effective as of July 1, 2024, and shall remain in force through June 30, 2028, and yearly thereafter. Either party desiring changes shall, at least sixty (60) days prior to the 30th day of June, 2028, or in any year thereafter, notify the other of its desire for such change or changes to be made for the succeeding year, specifying such change or changes. In addition, the Company shall provide a contract booklet to all employees.

EXHIBIT A

GRIEVANCE PROCEDURE (Hourly Contract, § 1.A)

Should any dispute or grievance arise between the Company and the Union, or any of its members, as to the interpretation, application, or operation of any provisions of this agreement, not specifically settled in said agreement, both parties shall endeavor to settle the question in the simplest and most direct manner. All time limits contained herein are triggered from First Step decision dates. If an employee absence is covered by contractual provisions and those absence dates prevent the employee from attending a scheduled hearing, those absence dates shall not be included in the calculation of these time limits. Time limits can be waived by mutual consent of the VP/GM of Bus Operations or their designee and the Chairman of the New Jersey State Council, or a President/Business agent of a local union or their designee. The procedure shall be as follows unless any step thereof is waived by mutual consent:

First: Such dispute or grievance is to be taken up between the employee and the Union representative and the supervisor, foreman, or department head. Grievances submitted by union officials must be submitted in writing within one hundred eighty (180) days of the event giving rise to the grievance. First Step Hearings shall be scheduled at a date and time that both the grievant and a Union representative are available. Employees are required to appear at the date and time scheduled, unless prior request is made for a rescheduled time and date. Hearings rescheduled with a prior request must be scheduled at a mutually agreeable time and date. Employees failing to appear for a rescheduled hearing without an exceptional cause may be held out of service without pay until such time as they appear as directed.

Second: Between the President or Business Agent of the Union and/or the State Business Agent of the Union and the Division Manager or department head. Either the Company or the Union representative may delegate their authority. The Division office must be notified of

EXHIBIT A

requests, documented in writing, for a Second Step Hearing by close of business two business days after the date of First Step Hearing decision (not including weekends and holidays). For example, a decision rendered on a Friday must be appealed by close of business Tuesday (Wednesday, in the case of a holiday on Monday or Tuesday). Second Step Hearings shall be conducted no more than 30 calendar days after the First Step decision is rendered (not including the day of the decision). Second Step decisions shall be rendered no more than 10 calendar days after the beginning of the Second Step hearing and confirmed in writing. Failure to provide a decision will result in the charges being dismissed or the grievance being sustained. If the grievant fails to appear for a Second Step hearing as scheduled, the appeal shall cease to exist and the discipline sustained. If the grievant fails to appear due to an exceptional cause, the time calculation shall be suspended for no longer than 30 calendar days until such hearing is held.

Third: Between the President or Business Agent of the Local involved and/or the State Business Agent of the Union and the General Manager of the Company. Either the Company or the Union representative may delegate their authority. Appeals of Second Step decisions must be submitted in writing (fax or email is acceptable) to the designated Labor Relations Representative no later than close of business five business days after the Second Step decision is rendered (not including the day of the decision). Third Step Hearings shall be concluded no later than 75 calendar days from the First Step decision date. Failure to provide a decision will result in the charges being dismissed or the grievance being sustained. If the grievant fails to appear for a Third Step hearing as scheduled, the appeal shall cease to exist and the discipline sustained. If the grievant fails to appear due to an exceptional cause, the time calculation shall be suspended for no longer than 30 calendar days until such hearing is held.

EXHIBIT A

It is the stated intent and purpose of both parties at all times to reach agreement by negotiation between the Company and the Union, without recourse to arbitration. In the event, however, that such dispute or grievance is not settled to the satisfaction of the parties through recourse to the Third Step, the dispute or grievance may be referred by any Division or the State Council of the Union, or Company, to arbitration in accordance with applicable rules of the American Arbitration Association or the New Jersey State Board of Mediation, the choice of one or the other to be made by the defending party in the arbitration procedure. Appeals to arbitration must be filed within one hundred eighty (180) days of the Third Step decision or the grievance will cease to exist, provided, however, that for employees disciplined for arrests and/or convictions the 180-day filing deadline shall not begin to run until the charges forming the basis of the discipline have been determined by a trial court or otherwise resolved. In cases where the filing deadline is tolled pending resolution of criminal proceedings, the Company shall have no backpay exposure for the entirety of the tolling period.

To illustrate the above concept: Employee is disciplined on January 1 for arrested/convicted for charges involving an alleged crime. The first step decision is rendered February 1. The third step decision is rendered April 1. The employee's criminal trial concludes September 1. The 180-day limitations period will begin to run on September 1. The Company will face no backpay exposure for the period of April 1 through September 1.

Once arbitration has been requested, each party will select its own arbitrator. The two party arbitrators will select a third, neutral arbitrator. After the appointment of the third arbitrator, the Arbitration Board shall meet for the purpose of reaching a determination of the dispute or grievance, and the decision of the majority of the board, submitted in writing, to the Company and the Union, shall be final and binding upon both parties. Each party shall bear the

EXHIBIT A

expense of its own arbitrator, and the expenses of the third arbitrator shall be borne equally by both parties.

Authority of the arbitration board shall be limited to the determination of the dispute or grievance arising out of the interpretation, application or operation of the provisions of this agreement, on submission of the issues involved by the parties to this agreement. It shall not have any authority whatsoever to alter, amend or modify any of the provisions of this agreement.

EXHIBIT A

UNION SECURITY (Hourly Contract §§ 1.C through F)

Employees entering the service of the Company may become members of the Union after 30 days. However, the 90-day probationary period agreed to by the employee on applying for a position with the Company will be recognized. The probationary period shall be measured from the time the employee arrives at the assigned garage or other assigned, permanent work location, not from the time the employee commences new employee training.

Employees who have been recalled from lay-off and who had completed their probationary period prior to lay-off, shall not be required to serve another probationary period.

All employees of the Company who are now or may hereafter become members of the Union shall strictly observe all operating rules and regulations of the Company and all special rules of the Company and of its officials.

The Company shall comply with applicable law regarding (1) the provision of information to the Union regarding negotiations unit members; (2) the provision of information to the Union regarding new hires; (3) Union access to Company facilities; and (4) Union access to Company email servers. The Union shall be permitted an opportunity to speak at new employee orientations conducted by the Company.

D. CHECK-OFF

On the second pay day of each month, the Company shall deduct from the pay of such of its employees who are also members of the Union, their regular Union dues for the calendar month and promptly remit the same to the proper officials of the Union as designated by the latter in writing. For this purpose, the Union shall maintain and furnish to the Company a notarized list of its members in the employ of the Company together with the dues deduction in effect, not later than the last Thursday of each month.

EXHIBIT A

The regular dues of pensioned employees who are members of the Union shall be deducted from the pension payments each month and be remitted to the proper officials of the Union.

Check-off of all dues must be authorized in writing by the employees and pensioners involved. Withdrawal of dues authorizations shall be in accordance with applicable law.

Not more than four (4) changes in the amount of dues check-off may be made in one calendar year.

E. CREDIT UNION DEDUCTION

On each payday the Company shall deduct from the pay of such of its employees as may be members of the Credit Union an amount authorized in writing by the employee and same shall be promptly remitted monthly to the Treasurer of the Credit Union. Withdrawal of such authorizations shall be in accordance with applicable law. The amount which the employee may authorize to be deducted shall be of his/her own choosing. Credit Union will be defined as Authorized Credit Union of each Local 540, 819, 820, 821, 822, 823, 824, 825 and 880.

E. C.O.P.E. DEDUCTION

The Company shall deduct from the pay of its employees, as may be members of the Union, an amount authorized by the employee in writing and same shall be remitted to the International Office of the Amalgamated Transit Union. Withdrawal of such authorizations shall be in accordance with applicable law.

EXHIBIT A

G. SHORTAGES

When an employee makes an error in computation of Company receipts that results in a shortage of cash, or where they sustain any other shortage that is obvious and provable, it is agreed that the employee shall be liable to the Company for the amount of said shortage, and shall voluntarily reimburse the Company within ten (10) days after said shortage is brought to the employee's attention. When an employee has been shorted, he or she shall be reimbursed within ten (10) days after the shortage is brought to the Company's attention.

H. HOLD HARMLESS

The Union agrees to indemnify and hold the Company harmless from any causes of action, claims, loss or damages incurred as a result of Sections D-F above.

EXHIBIT A

DEATH IN FAMILY (Hourly Contract § 16.L.10)

When a death occurs in an employee's immediate family (spouse, domestic partner, civil union partner, child, mother, father, step-parent, brother, sister), and if employees attend the funeral, such employees shall be allowed off three (3) consecutive work days, inclusive of the funeral day, with eight (8) hours pay for each day. Employees will be allowed off on the day of the funeral if they attend the funeral of the employee's grandparent, grandchild, mother-in-law or father-in-law. Employees who are not working due to a suspension, disability or vacation shall not be eligible for the allowance on day or days so involved. The allowance shall not be paid for the day or the days falling on a paid holiday or on regular day or days off.

EXHIBIT A

DOCTOR'S NOTES AND VERIFICATIONS (New Article – Section 16.U)

Where a doctor's note or verification is required under this Agreement the note/verification must be provided to the Company within the time and manner provided in this Agreement, provided, however, that no note will be accepted in any circumstance more than twenty-one (21) calendar days after the employee's return to work.

EXHIBIT A

VACATIONS IN DAYS (Hourly Agreement, § 16.L.15)

Bus Operators, TIC employees and Local Garage employees (see Section 14 of this Agreement) with more than two (2) weeks of vacation (“Eligible Employees”) may choose to select one week of vacation in days by completing a form provided by the Company for this purpose. One week of vacation, picked in days, equates to five individually picked vacation days. Eligible Employees may not later revoke the decision to select one week of vacation in days. Eligible Employees who do not comply with the process set forth in this paragraph waive their ability to pick one week of vacation in days.

At the general vacation pick, Eligible Employees who have elected to select one week of vacation in days will be provided with a separate vacation in days pick from which to choose their individual vacation days in accordance with seniority rules. All five days must be chosen at the time of the vacation pick.

Once chosen, vacation days cannot be changed. Vacations in days will not be paid in advance, rather, they will be paid with the normal payroll for the week in which the vacation occurs.

EXHIBIT A

HOLIDAYS (Hourly Contract, § 7.D)

1. Operating Employees - New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all operators. Operators who have completed six (6) months of service and who work on these days shall receive eight (8) hours pay at straight time rates in addition to the pay for their work under regular contract provisions. Operators ordered in to cover the Board on these holidays will be paid straight time for waiting for assignments. Those who do not work on these days shall be paid at straight time rates for eight (8) hours. Provided that, employees scheduled or requested to work, and failing to do so, without proper excuse, shall receive no compensation for these holidays. An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay.

2. Non-operating Employees - New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all non-operating employees. Employees who have completed six (6) months of service and who work on these days shall receive eight (8) hours pay at straight time rates in addition to the pay for their regular work under regular contract provisions. Those who do not work on these days shall be paid straight time rates for eight (8) hours. Provided that, employees scheduled or requested to work, and failing to do so, without proper excuse, shall receive no compensation for these holidays. An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay.

EXHIBIT A

3. When a Holiday occurs on Monday, Tuesday, Wednesday or Thursday, pay day on Friday shall begin at 7:00 A.M. and pay checks shall be released by the Treasurer office at Midnight.

4. If a Holiday falls on a Saturday, the Friday before will be designated as the Holiday. If the Holiday falls on a Sunday, the following Monday will be designated as the Holiday.

EXHIBIT A

UNIFORMS (Hourly Contract, § 6)

The Company shall furnish each operator who has been employed by the Company a period of 90 days a uniform containing a Union label consisting of a jacket, 5 shirts (3 summer-2winter), a tie, 2 pairs of trousers and a cap.

Effective with the Uniform Allowance payable in April 2022, the Uniform Allowance will be increased to five hundred dollars (\$500.00); four hundred dollars (\$400.00) of which shall be in the form of a voucher, and one-hundred dollars (\$100.00) of which shall be in the form of a check. Both amounts shall be paid on the first Friday of April each year. A new employee who has never been issued a uniform who enters a position requiring them to wear a uniform between January 1st and March 31st of any year will be issued a full uniform, but will not become eligible for the uniform allowance until one year from April 1st of the year in which the uniform was issued. The Uniform Allowance can also be used for company approved shoes and belts.

All operators will be required to wear their uniforms while on duty.

EXHIBIT A

EQUIPMENT/TOOLS (Hourly Contract § 13.D)

The Company shall provide droplights, tape, hacksaw frames and blades, special tools, files, drills, hammer handles of all sizes, wire pliers, wheel dollies and flashlights and batteries when conditions warrant, or other special equipment needed.

Each repairman and mechanic shall be required to submit a list of their tools. This list shall be signed and dated by the Foreman, and a copy thereof supplied to the Union.

Effective for the tool allowance payable in December 2021, the Company will provide each repairman and mechanic with a \$450.00 annual tool allowance which will be paid in the second pay week of December and will provide metric tools as required.

Effective for the allowance payable in December 2021, the Company will provide a \$150.00 Safety Shoe Allowance for all Maintenance Department employees and further provide that Cleaners/Custodians, Mail Clerks, Central Stores Clerks, and Warranty Clerks, with at least one (1) year of service will be entitled to the Safety Shoe Allowance. This allowance will be paid in the second pay week of December.

EXHIBIT A

EQUIPMENT/TOOLS (Hourly Contract § 17B.XIII)

The Company shall provide droplights, tape, hacksaw frames and blades, special tools, files, drills, hammer handles of all sizes, wire pliers, wheel dollies and flashlights and batteries when conditions warrant, or other special equipment needed.

Each repairman, mechanic and technician shall be required to submit a list of his or her tools. This list shall be signed and dated by the Foreman, and a copy thereof supplied to the Union.

Effective for the tool allowance payable in December 2021, the Company will provide each repairman, mechanic, and technician with a \$450.00 annual tool allowance which will be paid in the second pay week of December and will provide metric tools as required.

Effective for the shoe allowance payable in December 2021, the company will provide a \$150.00 Safety Shoe Allowance for all Maintenance Department employees and further provide that Cleaners/Custodians, Mail Clerks, Central Stores Clerks, and Warranty Clerks, with at least one (1) year of service will be entitled to the Safety Shoe Allowance. This allowance will be paid in the second pay week of December.

EXHIBIT A

WEARING APPAREL (Hourly Contract, § 13.C)

Lightweight yellow jackets, pants and hats, galoshes, rubber aprons and gloves, provided by the Company, shall be made available to each employee who is required to work outside in inclement weather or who is employed in fueling or washing cars and buses or operating steam cleaners. Goggles to fit over eyeglasses shall be made available at garage storerooms. Helmets and liners will be made available for employees required to work in pits.

Employees shall be held responsible for loss of foul weather gear and shall leave such foul weather gear on Company premises when not on duty.

The Company will allow permanent employees ten (10) sets of rental coveralls, or shirt and pants, or shirt and apron, each week after they have been in service thirty (30) days. The Company will provide a reasonable number of spare sets of coveralls for use when necessary. The material of the uniforms will be 100% cotton providing the rental companies can provide cotton. The cotton uniforms will be replaced every twelve (12) months, and serviced once per week. In addition to the regular Maintenance uniform, the Company will supply a warmer outer garment to all Maintenance employees required to work outside as a part of their normal duties.

All employees to whom such rental apparel has been issued shall be required to wear such apparel during work hours and shall leave the apparel on Company property at all other times.

EXHIBIT A

WEARING APPAREL (Hourly Contract, § 17B.XII)

Lightweight yellow jackets, pants and hats, galoshes, rubber aprons and gloves, provided by the Company, shall be made available to each employee who is required to work outside in inclement weather or who is employed in fueling or washing cars or operating steam cleaners. Goggles to fit over eyeglasses shall be made available at NCS storerooms. Helmets and liners will be made available for employees required to work in pits.

Employees shall be held responsible for loss of foul weather gear and shall leave such foul weather gear on Company premises when not on duty. The Company will allow permanent employees ten (10) sets of rental coveralls, or shirt and pants, or shirt and apron, each week after they have been in service thirty (30) days. The Company will provide a reasonable number of spare sets of coveralls for use when necessary. The material of the uniforms will be 100% cotton providing the rental companies can provide cotton. The cotton uniforms will be replaced every twelve (12) months, and serviced once per week. In addition to the regular Maintenance uniform, the Company will supply a warmer outer garment to all Maintenance employees required to work outside as a part of their normal duties.

All employees to whom such rental apparel has been issued shall be required to wear such apparel during work hours and shall leave the apparel on Company property at all other times.

EXHIBIT A

VACANCIES (Hourly Contract, § 14.G)

All vacancies in any department shall be filled by promoting regular employees, provided they are qualified. The Company and Union Representatives shall determine within, but not more than, thirty (30) actual days worked whether an employee is qualified or not, provided, however, that the Company may disqualify employees in fewer than 30 working days.

Employees failing to qualify within the qualification period stated above shall be moved back to their former job. The qualification period may be extended by mutual consent. Employees bidding on a vacancy shall retain the rate of their former position until qualified in the new position. Upon qualification, an employee shall be paid the new rate retroactively for the qualification period.

Employees who fail to qualify in a new position shall be moved back to their former position and must remain in that position for a minimum of one year.

If an employee hired after ratification of this agreement fails twice to prove their qualifications for a position they will be barred from further promotion to that position unless they submit to the Company a Certificate of Completion of an outside course of instruction in automotive skills and/or technology which indicated that their skills have been enhanced.

Ability and merit being sufficient, seniority shall govern promotions.

Employees promoted to Repairman C shall pass an examination, ninety (90) days after such promotion, to determine their aptitude and ability to perform Repairman's work. Employees failing such examination shall be moved back to their former position.

Incapacitated bus operators and maintenance employees who hold a CDL and have been disqualified from driving buses, but who are qualified physically to perform the work normally assigned to Cleaners shall be given preference in filling vacancies in this classification.

EXHIBIT A

Incapacitated bus operators who have been disqualified from driving buses but who are qualified physically and who have been disqualified from driving buses but who are qualified physically and who have been approved to drive buses on or adjacent to Company property and can perform the work normally assigned to Utilitymen/Servicemen shall be given preference in filling vacancies in this classification.

An open Repairman's job within a Local Union Division shall be bid on by any employee with the greater Local Union Division seniority. This shall apply only to Utilitymen/ Servicemen and Garagemen/Cleaners.

EXHIBIT A

VACANCIES (Hourly Contract, § 19.K)

All vacancies in any department shall be filled by promoting regular employees, provided they are qualified. The Company and Union Representatives shall determine within, but not more than, thirty (30) actual days worked whether an employee is qualified or not, provided, however, that the Company may disqualify employees in fewer than 30 working days. Employees failing to qualify within the qualification period stated above shall be moved back to their former job. The qualification period may be extended by mutual consent. Employees bidding on a vacancy shall retain the rate of their former position until qualified in the new position. Upon qualification, an employee shall be paid the new rate retroactively for the qualification period.

Employees who fail to qualify shall be moved back to their former position and must remain in that position for a minimum of one year.

If an employee hired after ratification of this agreement fails twice to prove their qualifications for a position they will be barred from further promotion to that position unless they submit to the Company a Certificate of Completion of an outside course of instruction in automotive skills and/or technology which indicated that their skills have been enhanced. Ability and merit being sufficient, seniority shall govern promotions.

Employees promoted to Repairman C shall pass an examination, ninety (90) days after such promotion, to determine their aptitude and ability to perform Repairman's work. Employees failing such examination shall be moved back to their former position. Incapacitated bus operators and maintenance employees who hold a CDL and have been disqualified from driving buses, but who are qualified physically to perform the work normally assigned to Cleaners shall be given preference in filling vacancies in this classification. Incapacitated bus operators who

EXHIBIT A

have been disqualified from driving buses but who are qualified physically and who have been disqualified from driving buses but who are qualified physically and who have been approved to drive buses on or adjacent to Company property and can perform the work normally assigned to Utilitymen/Servicemen shall be given preference in filling vacancies in this classification.

An open Repairman's job within a Local Union Division shall be bid on by any employee with the greater Local Union Division seniority. This shall apply only to Utilitymen/ Servicemen and Garagemen/Cleaners.

EXHIBIT A

NOTICES (New Article)

1. The Company may assign an email account to all employees, other than retirees, which email account shall be accessible to all employees through the internet.
2. The Company may utilize such email accounts to communicate with employees except as specifically set forth in this Article.
3. The Company shall not utilize email to communicate with agreement employees with respect to matters governed by the contractual grievance and disciplinary procedure.
4. This Article shall not be used by either party with respect to the issue of whether the use of email is mandatorily negotiable under New Jersey law and each party maintains its position with respect to that subject matter.

EXHIBIT A

MEDICAL COVERAGE (Hourly Contract § 16.L.5)

(a) The Company will continue to offer, and pay 85% of the premium for the Blue Select, Traditional Hospitalization, Medical-Surgical, Rider J, Major Medical and the HMO Blue Plans for employees' single, sole parent and children, husband and wife, and family contracts for all employees commencing on the first day of the month after ninety (90) days of employment who authorize payroll deductions for that purpose.

(b) If there are two employees who can be covered under the same family plan, only one coverage will be available.

(c) The Company agrees to continue the Hospitalization, Medical-Surgical and Rider "J" Plans for the pensioner's surviving spouse and pensioner's dependent children until the spouse remarries, or dies, with the Company paying 85% of the premium. The Company will contribute to other HMO Plans, which may be offered, but this contribution will not exceed the 85% Company payment made towards the Blue Select Premium. The Company agrees to pay 85% of the premiums for Prevailing Fee and Major Medical for active employees after ninety (90) days of employment and for those on pension, until the end of the month in which the employee or pensioner attains age 65, who authorizes payroll deductions for that purpose.

(d) Spouses and dependents of employees who die after attainment of age 55 or 20 years of service shall be covered under the health and welfare program to the same extent as if the employee had retired prior to their death.

(e) The Company will continue to pay its 85% of Medical/Hospitalization premiums during an employee's two (2) weeks of active military leave of absence.

(f) Major Medical shall be \$200.00 deductible for individual and \$400.00 for family based on contract year, and catastrophe coverage will be unlimited.

EXHIBIT A

(g) All Hospitalization, Medical-Surgical and Major Medical Plans shall include a coordination of benefits provision.

(h) The Company has the right to change insurance carriers, provided such change will result in equal or better than equal coverage.

(i) The Company has the right to change the current Out of Network Reimbursement Methodology from 80% of Fair Health reimbursement rates to 180% of Centers for Medicare & Medicaid Services

(j) The following Cost Containment Provisions along with Standard Provisions, shall be included attendant with said Programs in the Health Insurance Plan:

- a. Pre-admission certification
- b. Mandatory Second Opinion
- c. Mandatory Ambulatory Surgery
- d. No weekend admission
- e. Hospice Care
- f. Post-Operative Home Care Nursing

Prior to implementation of Cost Containment Provisions, the Company will provide jointly with The Health Insurance Carrier an Education Program pertaining to utilization.

(k) All premiums for Health coverage paid by employees shall be with pretax dollars unless the employee elects to have them paid with post tax dollars. The Company provides a flexible spending account to which employees may contribute pre-tax dollars for health care (maximum contribution \$1,000.00) and dependent care (maximum contribution \$5,000.00).

EXHIBIT A

(1) In order to provide the ATU with access to information relating to the Health Plan, an advisory Health Plan Welfare Committee will be established as follows:

1. The Committee will be referred to as: the “Advisory Health Plan Welfare Committee for Bus Agreement Employees” (“Health Plan Committee”).
2. The Health Plan Committee will meet once each year in April.
3. The Health Plan Committee will be made up of three (3) representatives appointed by the ATU and three (3) representatives appointed by NJTBO. Two (2) Co-Chairs shall be appointed one from the ATU and one from NJTBO.
4. During the annual meeting, NJTBO will provide the Committee with information relating to the overall current status of the Health Plan.
5. During the annual meeting, NJTBO will provide the Committee with information relating to the total calculated cost increase or decrease to the Health Plan, which will take effect commencing with the next fiscal year starting on July 1st following the annual meeting, based on household type (single, H/W, Parent/Child, Family). At the annual meeting, the Health Plan Committee will be provided with the following information as to the cost of the Health Plan:

EXHIBIT A

- a. Health Plan actual experience for the 12 month period ending on December 31st prior to the date of the annual meeting.
- b. Inflationary trends and anticipated cost changes in the Health industry extrapolated from the previous 12 month period ending on December 31st prior to the date of the annual meeting and calculated going forward into the next fiscal year commencing after the date of the April annual meeting.

The Health Plan Committee shall be for informational purposes only. The Health Plan Committee will not negotiate, determine, or delay the calculation of annual rates by NJTBO.

EXHIBIT A

DRUG PRESCRIPTION PLAN (Hourly Contract § 16.L.9:)

(a) Company will provide active employees with at least 90 days of service a Drug Prescription Plan (including contraceptives and mandatory mail order drug programs) for family. The Company is to pay the full premium for a \$5.00 co-pay plan. The drug prescription plan shall not cover cosmetic drugs.

(b) Effective October 22, 2015, the prescription drug contribution that all Bus agreement employees will contribute as a weekly payroll deduction shall increase from 0% to 15% of the total cost, and NJTBO will contribute 85% of the total cost, that is required to be borne every fiscal year towards effectuating prescription plan coverage for Bus agreement employees (“Health Plan”). In addition, the prescription drug contribution of those retirees who retire on or after January 1, 2016, shall be increased from 0% to 15%.

(c) Effective April 14, 2015, the Drug Prescription Plan for retirees over the age of 65 (Rx65 Retiree Program) is terminated, with the modification that all ATU employees shall be required to continue reimbursing the company for the debt owed by ATU, via payroll deductions until the payroll period starting October 31, 2015, at which time the remaining debt shall be forgiven.

(d) It is understood however that the cost of this additional coverage shall be borne entirely by active employees and those retired employees entitled to the extended coverage. There will be no Company contribution towards this coverage. The latter shall continue to be operative until such time as the deficit from the Rx65 Retiree Program has been fully paid. Pending complete payment or other resolution of the deficit amount, the Company shall continue to make weekly deductions of \$6.25 from the active employees’ pay, shall continue to make deductions from the monthly pension payments made to retirees under the age of 65, and shall

EXHIBIT A

continue to make deductions from each of the participants in the Rx65 Retiree Program, who were participants in the Program as of the date of the termination of the Rx65 Retiree Program, with the deduction amount to be continued at \$25.00 per month.

(e) Upon the termination of the Rx65 Retiree Program, the prescription drug coverage previously provided under the Rx65 Retiree Program for the retiree's spouse who is under the age of sixty-five (65), for the retiree's widow/widower spouse who is under the age of sixty-five (65), and for the participant's Eligible Dependent Children (as defined under the NJ TRANSIT Health Plan documents (the "Health Plan")), shall be provided, at NJ TRANSIT's expense, under the Health Plan in the same manner as provided for spouses under age 65 and Eligible Dependent Children. Such coverage for the spouse, widow/widower spouse and Eligible Dependent Children shall continue until such time as the spouse or widow/widower spouse reaches the age of sixty-five (65), upon which date the spouse's, the widow/widower spouse's and Eligible Dependent Children's coverage shall end. Upon the end of prescription drug coverage, the spouse, the widow/widower spouse and Eligible Dependent Children shall be offered COBRA coverage as required by law with the cost of COBRA coverage to be borne by the spouse, the widow/widower spouse and Eligible Dependent Children, as applicable.

(f) The Company may include the following cost containment provisions in the Drug Prescription Plan:

- a. Compound Management Prescription Drug Program
- b. National Preferred Formulary Prescription Drug Program; and
- c. Dispense as Written.

EXHIBIT A

DIRECT DEPOSIT (Hourly Contract § 16.L.13)

The Company will offer, and may require, direct deposit of pay for all employees.

Employees who do not provide the required bank information for direct deposit, shall be paid by pay card

WAGES (Hourly Contract, Appx E)

All wage rates shall be revised to reflect across the board increases of:

- 2.0% - July 3, 2021
- 2.0% - January 1, 2022
- 2.5% - July 2, 2022
- 2.5% - July 1, 2023

EXHIBIT A

MEMORANDUM OF AGREEMENT

Between

NEW JERSEY TRANSIT BUS OPERATIONS, INC.

and

**AMALGAMATED TRANSIT UNION, NEW JERSEY STATE COUNCIL AND LOCAL
DIVISION NOS. 540, 819, 820, 821, 822, 823, 824, 825 AND 880**

(Field Salary Agreement)

This constitutes the Memorandum of Agreement made and entered into this ___ day of _____, 2021 by and between New Jersey Transit Bus Operations, Inc. (“NJTBO”) and Amalgamated Transit Union, New Jersey State Council and Local Division Nos. 540, 819, 820, 821, 822, 823, 824, 825, and 880 (“ATU”).

It is understood and agreed that the Collective Negotiations Agreement covering the field salary employees represented by the ATU that was in effect from July 1, 2017 through June 30, 2021 is hereby renewed for the term of July 1, 2021 until June 30, 2024, except as modified by the enclosed revisions to the following Articles:

1. Duration and Issuance of Contract (Field Salary Agreement § 6.K)
2. Grievance Procedure (Field Salary Agreement § 1.A)
3. Union Security (Field Salary Agreement § 1.C through F)
4. Death In Family (Field Salary Agreement § 6.H.9)
5. Doctor’s Notes and Verifications (New Article)
6. Holidays (Field Salary Agreement § 6.B)
7. Uniforms (Field Salary Agreement § 3.D)
8. Vacancies (Field Salary Agreement § 4.D)
9. Notices (New Article)
10. Medical Coverage (Field Salary Agreement § 6.H.5)
11. Drug Prescription Plan (Field Salary Agreement § 6.H.8)
12. Direct Deposit (Field Salary Agreement § 6.O)
13. Wages (Field Salary Agreement Appx D)

Any language in the parties’ 2017-2021 Agreement not expressly modified by the enclosed revisions will remain unchanged in the parties’ 2021-2024 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions. None of the modifications contained herein are retroactive unless otherwise stated

This Memorandum of Agreement is subject to ratification by ATU membership, and approval by the State of New Jersey, though the Board of Directors of New Jersey Transit Corporation, or its subsidiary, NJTBO.

All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

EXHIBIT A

For NJTBO:

For the ATU:

Dated:

Dated:

EXHIBIT A

DURATION AND ISSUANCE OF CONTRACT (Field Salary Contract § 6.K)

This Agreement is effective as of July 1, 2021 and shall remain in force through June 30, 2024, and yearly thereafter. Either party desiring changes shall at least sixty (60) days prior to the 30th day of June, 2024, or in any year thereafter, notify the other of its desire for such change or changes to be made for the succeeding year, specifying such change or changes. In addition the Company shall provide a contract booklet to all employees.

EXHIBIT A

GRIEVANCE PROCEDURE (Field Salary Contract § 1.A)

Should any dispute or grievance arise between the Company and the Union or any of its members, as to the interpretation, application, or operation of any provisions of this agreement, not specifically settled in said agreement, both parties shall endeavor to settle the question in the simplest and most direct manner. All time limits contained herein are triggered from First Step decision dates. If an employee absence is covered by contractual provisions and those absence dates prevent the employee from attending a scheduled hearing, those absence dates shall not be included in the calculation of these time limits. Time limits can be waived by mutual consent of the VP/GM of Bus Operations or their designee and the Chairman of the New Jersey State Council, or a President/Business agent of a local union or their designee. The procedure shall be as follows unless any step thereof is waived by mutual consent:

First: Such dispute or grievance is to be taken up between the employee and the Union representative and the supervisor, foreman, or department head. Grievances submitted by union officials must be submitted in writing within one hundred eighty (180) days of the event giving rise to the grievance. First Step Hearings shall be scheduled at a date and time that both the grievant and a Union representative are available. Employees are required to appear at the date and time scheduled, unless prior request is made for a rescheduled time and date. Hearings rescheduled with a prior request must be scheduled at a mutually agreeable time and date. Employees failing to appear for a rescheduled hearing without an exceptional cause may be held out of service without pay until such time as they appear as directed.

Second: Between the President or Business Agent of the Union and/or the State Business Agent of the Union and the Division Manager or department head. Either the Company or the Union representative may delegate their authority. The Division office must be notified of

EXHIBIT A

requests, documented in writing, for a Second Step Hearing by close of business two business days after the date of First Step Hearing decision (not including weekends and holidays). For example, a decision rendered on a Friday must be appealed by close of business Tuesday (Wednesday, in the case of a holiday on Monday or Tuesday). Second Step Hearings shall be conducted no more than 30 calendar days after the First Step decision is rendered (not including the day of the decision). Second Step decisions shall be rendered no more than 10 calendar days after the beginning of the Second Step hearing and confirmed in writing. Failure to provide a decision will result in the charges being dismissed or the grievance being sustained. If the grievant fails to appear for a Second Step hearing as scheduled, the appeal shall cease to exist and the discipline sustained. If the grievant fails to appear due to an exceptional cause, the time calculation shall be suspended for no longer than 30 calendar days until such hearing is held.

Third: Between the President or Business Agent of the Local involved and/or the State Business Agent of the Union and the General Manager of the Company. Either the Company or the Union representative may delegate their authority. Appeals of Second Step decisions must be submitted in writing (fax or email is acceptable) to the designated Labor Relations Representative no later than close of business five business days after the Second Step decision is rendered (not including the day of the decision). Third Step Hearings shall be concluded no later than 75 calendar days from the First Step decision date. Failure to provide a decision will result in the charges being dismissed or the grievance being sustained. If the grievant fails to appear for a Third Step hearing as scheduled, the appeal shall cease to exist and the discipline sustained. If the grievant fails to appear due to an exceptional cause, the time calculation shall be suspended for no longer than 30 calendar days until such hearing is held.

EXHIBIT A

It is the stated intent and purpose of both parties at all times to reach agreement by negotiation between the Company and the Union, without recourse to arbitration. In the event, however, that such dispute or grievance is not settled to the satisfaction of the parties through recourse to the Third Step, the dispute or grievance may be referred by any Division or the State Council of the Union, or Company, to arbitration in accordance with applicable rules of the American Arbitration Association or the New Jersey State Board of Mediation, the choice of one or the other to be made by the defending party in the arbitration procedure. Appeals to arbitration must be filed within one hundred eighty (180) days of the Third Step decision or the grievance will cease to exist, provided, however, that for employees disciplined for arrests and/or convictions the 180-day filing deadline shall not begin to run until the charges forming the basis of the discipline have been determined by a trial court or otherwise resolved. In cases where the filing deadline is tolled pending resolution of criminal proceedings, the Company shall have no backpay exposure for the entirety of the tolling period.

To illustrate the above concept: Employee is disciplined on January 1 for arrested/convicted for charges involving an alleged crime. The first step decision is rendered February 1. The third step decision is rendered April 1. The employee's criminal trial concludes September 1. The 180-day limitations period will begin to run on September 1. The Company will face no backpay exposure for the period of April 1 through September 1.

Once arbitration has been requested, each party will select its own arbitrator. The two party arbitrators will select a third, neutral arbitrator. After the appointment of the third arbitrator, the Arbitration Board shall meet for the purpose of reaching a determination of the dispute or grievance, and the decision of the majority of the board, submitted in writing, to the Company and the Union, shall be final and binding upon both parties. Each party shall bear

EXHIBIT A

the expense of its own arbitrator, and the expenses of the third arbitrator shall be borne equally by both parties.

Authority of the arbitration board shall be limited to the determination of the dispute or grievance arising out of the interpretation, application or operation of the provisions of this agreement, on submission of the issues involved by the parties to this agreement. It shall not have any authority whatsoever to alter, amend or modify any of the provisions of this agreement.

The following two paragraphs apply only to Field Salaried and General Office Clerical Agreements:

It is the understanding of the parties that action taken by an employee in the performance of their Company duties shall not constitute cause for disciplinary action by the Union. In the event of a dispute between the Company and the Union concerning this provision of the agreement, it shall be resolved in the following manner:

Such dispute shall be pursued through the second and third steps. If agreement is not reached in the second or third steps, the matter shall then go to step four which provides for arbitration. In such cases the arbitration panel shall have the authority to determine whether an employee has been subject to discipline by reason of the performance of their Company duties. If the panel finds that an employee has been disciplined for such reason it shall direct that the disciplinary action be set aside. The panel shall not have the authority to pass upon the question of whether the judgment exercised by the employee or any action taken or recommended was proper so long as it arose out of the performance of their Company duties.

EXHIBIT A

UNION SECURITY (Field Salary Contract §§ 1.C through F)

Employees entering the service of the Company may become members of the Union after thirty, (30) days. However, the 90-day probationary period agreed to by the employee on applying for a position with the Company will be recognized. The probationary period shall be measured from the time the employee arrives at the assigned garage or other assigned, permanent work location, not from the time the employee commences new employee training.

Employees who have been recalled from lay-off and who had completed their probationary period prior to lay-off shall not be required to serve another probationary period.

All employees of the Company who are now or may hereafter become members of the Union shall strictly observe all operating rules and regulations of the Company and all special rules of the Company and of its officials.

The Company shall comply with applicable law regarding (1) the provision of information to the Union regarding negotiations unit members; (2) the provision of information to the Union regarding new hires; (3) Union access to Company facilities; and (4) Union access to Company email servers. The Union shall be permitted an opportunity to speak at new employee orientations conducted by the Company.

D. CHECK-OFF

On the second pay day of each month the Company shall deduct from the pay of such of its employees who are also members of the Union, their regular Union dues for the calendar month and promptly remit the same to the proper officials of the Union as designated by the latter in writing. For this purpose, the Union shall maintain and furnish to the Company a notarized list of its members in the employ of the Company together with the dues deduction in effect, not later than the last Thursday of each month.

EXHIBIT A

The regular dues of pensioned employees who are members of the Union shall be deducted from the pension payments each month and be remitted to the proper officials of the Union.

Check-off of all dues must be authorized in writing by the employees and pensioners involved. Withdrawal of dues authorizations shall be in accordance with applicable law.

Not more than four (4) changes in the amount of dues check-off may be made in one calendar year.

E. CREDIT UNION DEDUCTION

On each payday the Company shall deduct from the pay of such of its employees as may be members of the Credit Union an amount authorized in writing by the Employee and same shall be promptly remitted monthly to the Treasurer of the Credit Union. Withdrawal of such authorizations shall be in accordance with applicable law. The amount that the employee may authorize to be deducted shall be agreed to by the Union and the Company. Employees shall be permitted to have a schedule of Credit Union Deductions of their own choosing. Credit Union will be defined as authorized Credit Unions of each Local: 540, 819, 820, 821, 822, 823, 824, 825, and 880.

F. C.O.P.E. DEDUCTIONS

The Company shall deduct from the pay of its employees, as may be members of the Union, an amount authorized by the employee in writing and same shall be remitted to the International Office of the Amalgamated Transit Union. Withdrawal of such authorizations shall be in accordance with applicable law.

G. SHORTAGES

EXHIBIT A

When an employee makes an error in computation of Company receipts that results in a shortage of cash, or where they sustain any other shortage that is obvious and provable, it is agreed that the employee shall be liable to the Company for the amount of said shortage, and shall voluntarily reimburse the Company within ten (10) days after said shortage is brought to the employee's attention. When an employee has been shorted, he/she shall be reimbursed within ten (10) days after the shortage is brought to the Company's attention.

H. HOLD HARMLESS

The Union agrees to indemnify and hold the Company harmless from any causes of action, claims, loss or damages incurred as a result of Sections D-F above..

EXHIBIT A

DEATH IN FAMILY (Field Salary Contract § 6.H.9)

When a death occurs in an employee's immediate family (spouse, domestic partner, civil union partner, child, mother, father, step-parent brother, sister), and if he or she attend the funeral, such employee shall be allowed off three (3) consecutive work days, inclusive of the funeral day, with eight (8) hours pay for each day. Employees will be allowed off on the day of the funeral if they attend the funeral of the employee's grandparent, grandchild, mother-in-law, or father-in-law. Employees who are not working due to a suspension, disability or vacation shall not be eligible for the allowance on day or days so involved. The allowance shall not be paid for the day or days falling on a paid holiday or on regular day or days off.

EXHIBIT A

DOCTOR'S NOTES AND VERIFICATIONS (New Article – Section 6.O)

Where a doctor's note or verification is required under this Agreement the note/verification must be provided to the Company within the time and manner provided in this Agreement, provided, however, that no note will be accepted in any circumstance more than twenty-one (21) calendar days after the employee's return to work.

EXHIBIT A

HOLIDAYS (Field Salary Contract § 6.B)

Salaried employees:

New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all salaried employees who have completed six (6) months of employment.

Those who work on these days shall receive the basic day's pay at straight time and, in addition, pay for any work performed, all in accordance with regular contract provisions.

Salaried employees assigned or requested to work and failed to do so, without proper excuse shall receive no compensation for such holiday or holidays.

Those salaried employees who have completed six (6) months of employment and who do not work on these holidays shall be paid at straight time rates for eight (8) hours.

An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay.

If a Holiday falls on a Saturday, the Friday before will be designated the Holiday. If the Holiday falls on a Sunday, the Monday will be designated the Holiday.

When a holiday occurs on Monday, Tuesday, Wednesday, or Thursday, pay day on Friday shall begin at 7:00 a.m., and paychecks shall be released by the Cash Management's Office at 12 midnight.

EXHIBIT A

UNIFORMS (Field Salary Contract § 3.D)

Any employee currently receiving a uniform shall be entitled to a uniform allowance one year after issuance provided that at the time of payment of the allowance, the employee is still required to be in uniform. Outer garments for the field salaried employees specified by mutual agreement of the Company and the Union shall be supplied.

A new employee, or any employee who was never issued a uniform, who becomes a Field Salaried employee required to wear a uniform, on or before December 31st of any year, will be issued a full uniform and will receive the appropriate up-keep allowance on the first pay day in April of the following year.

A new employee, or an employee who was never issued a uniform, who becomes a Field Salaried employee required to wear a uniform, between January 1st, and March 31st, of any year, will be issued a full uniform, but will not become eligible for the up keep allowance until one (1) year from April 1st of the current year.

Effective with the Uniform Allowance payable in April 2022, the Uniform Allowance will be increased to five hundred dollars (\$500.00); four hundred dollars (\$400.00) of which shall be in the form of a voucher, and one hundred dollars (\$100.00) of which shall be in the form of a check.

EXHIBIT A

VACANCIES (Field Salary Contract § 4.D)

For the purpose of filling vacancies, seniority is defined as the salaried employee's service in the Company division in his classification of work.

When a vacancy or vacancies occur the Company shall post a notice thereof on the garage and department bulletin boards in the Company division where the vacancy exists. Said notice shall be posted for a period of four (4) days stating the location involved, the salary level, and the job classification. Interested employees shall submit a written application to his/her Supervisor or designee within that period.

1. Salaried employees now classified as Starters, Station Masters A, Station Masters C, Depot Masters A, Depot Masters B, Depot Masters C, Roadmen A and B, and Inspectors A and B may make application as set forth above for any vacancies occurring in these classifications.
2. Salaried employees classified as Station Clerks, District and Garage Clerks, Division Clerks, Special Typists, Ticket Agents, Depot Clerks and Parking Lot Men may make application as set forth above for any vacancies occurring in these classifications.

At the same time that applications are received for vacancies in Group I, employees in the second group, and employees under the hourly-rated and General Office contracts also may submit applications.

When no acceptable applications (as decided by Company and Union representatives) are submitted by personnel in Group 1, then consideration shall be given to other applications in the following order:

1. Applications by employees in Group 2

EXHIBIT A

2. Applications by hourly-rated employees
3. Applications by salaried General Office employees

All applications received from employees in Group 2, and from the hourly-rated and General Office employees shall be reviewed by representatives of the Company and the Union to determine whether the applicant has the fundamental background to qualify and that the position to be filled is so situated as to be environmentally acceptable.

The decision of the Company and Union representatives regarding applications received from Group 2, hourly-rated, and General Office employees shall be final and not subject to appeal.

Successful applicants shall be so notified on the fifth day after posting of the vacancy or vacancies.

However, in the event all posted vacancies have not been filled, successful applicants shall be required to remain in their position held at the time of posting for a maximum period of thirty (30) days after the vacancy or vacancies have been posted before assuming their new position. If any remaining vacancies have not been applied for by an eligible employee, the Company shall then hire from the outside for the purpose of filling same.

The representatives of the Company and the Union shall determine within, but not more than, thirty (30) days actually worked whether the applicant is qualified or not. Ability and merit being sufficient, seniority shall govern the filling of the vacancy, provided, however, that the Company may disqualify employees in fewer than 30 working days. When it is obvious that the applicant cannot qualify, the qualification period shall not apply. Employees failing to qualify shall return to their former classification, and shall have the right to rebid after twelve (12) months.

EXHIBIT A

In the event a posted position is not filled and remains vacant for a period of six (6) months, it shall be reposted.

When a field salary employee is awarded a new position as the result of a vacancy, they may not bid on any vacancies for a period of 90 days except in cases where the employee could bid into a position with a higher salary scale.

Incapacitated field salary employees who hold a CDL and have been disqualified from driving buses, but who are qualified physically to perform the work normally assigned to Cleaners shall be given preference in filling vacancies in this classification.

EXHIBIT A

NOTICES (New Article)

1. The Company may assign an email account to all employees, other than retirees, which email account shall be accessible to all employees through the internet.
2. The Company may utilize such email accounts to communicate with employees except as specifically set forth in this Article.
3. The Company shall not utilize email to communicate with agreement employees with respect to matters governed by the contractual grievance and disciplinary procedure.
4. This Article shall not be used by either party with respect to the issue of whether the use of email is mandatorily negotiable under New Jersey law and each party maintains its position with respect to that subject matter.

EXHIBIT A

MEDICAL COVERAGE (Field Salary Contract § 6.H.5)

(a) The Company agrees to pay 85% of the premiums of its approved Hospitalization Plan and/or Medical-Surgical Plan for employees' single, sole parent and children, husband and wife, and family contracts for all employees commencing on the first day of the month after ninety (90) days of employment who authorize payroll deductions for that purpose.

(b) If there are two employees who can be covered under the same family plan, only one coverage will be available.

(c) The Company agrees to continue the Hospitalization, Medical - Surgical and Rider "J" Plans for the pensioner's surviving spouse and pensioner's dependent children until the spouse re-marries, or dies, with the Company paying 85% of the premium. The Company will contribute to other HMO Plans, which may be offered, but this contribution will not exceed the 85% Company payment made towards the Blue Select Premium. The Company agrees to pay 85% of the premiums for Prevailing Fee and Major Medical for active employees after ninety (90) days of employment and for those on pension, until the end of the month in which the employee or pensioner attains age 65, who authorizes payroll deductions for that purpose.

(d) Spouses and dependents of employees who die after attainment of age 55 or 20 years of service shall be covered under the health and welfare program to the same extent as if the employee had retired prior to their death.

(e) The Company will continue to pay its 85% of Medical/Hospitalization premiums during an employee's two (2) weeks of active military leave of absence.

EXHIBIT A

(f) Major Medical shall be \$200.00 deductible for individual and \$400.00 deductible for family, based on contract year.

(g) Catastrophe coverage will be unlimited.

(h) All Hospitalization, Medical-Surgical and Major Medical Plans shall include a coordination of benefits provision.

(i) The Company has the right to change Insurance Carriers provided such change will result in equal or better than equal coverage.

(j) The Company has the right to change the current Out of Network Reimbursement Methodology from 80% of Fair Health reimbursement rates to 180% of Centers for Medicare & Medicaid Services

(k) The following Cost Containment Provisions shall be included along with Standard Provisions attendant with said programs in the Health Insurance Plan:

- (1) Pre-admission Certification
- (2) Mandatory Second Opinion
- (3) Mandatory Ambulatory Surgery
- (4) No weekend admission
- (5) Hospice Care
- (6) Post-Operative Home Care Nursing

Prior to implementation of Cost Containment Provisions, the Company will provide jointly with the Health Insurance Carrier an Education Program pertaining to utilization.

(l) All premiums for health coverage paid by employees shall be with pre-tax dollars unless the employee elects to have them paid with post-tax dollars. The Company provides a flexible spending account to which employees may contribute pre-tax dollars for

EXHIBIT A

health care (maximum contribution \$1,000.00) and dependent care (maximum contribution \$5,000.00).

(m) In order to provide the ATU with access to information relating to the Health Plan, an advisory Health Plan Welfare Committee will be established as follows:

1. The Committee will be referred to as: the “Advisory Health Plan Welfare Committee for Bus Agreement Employees” (“Health Plan Committee”).
2. The Health Plan Committee will meet once each year in April.
3. The Health Plan Committee will be made up of three (3) representatives appointed by the ATU and three (3) representatives appointed by NJTBO. Two (2) Co-Chairs shall be appointed one from the ATU and one from NJTBO.
4. During the annual meeting, NJTBO will provide the Committee with information relating to the overall current status of the Health Plan.
5. During the annual meeting, NJTBO will provide the Committee with information relating to the total calculated cost increase or decrease to the Health Plan, which will take effect commencing with the next fiscal year starting on July 1 following the annual meeting, based on household type (single, H/W, Parent/Child, Family). At the annual meeting, the Health Plan Committee will be provided with the following information as to the cost of the Health Plan:
 - a. Health Plan actual experience for the 12-month period

EXHIBIT A

ending on December 31st prior to the date of the annual meeting.

- b. Inflationary trends and anticipated cost changes in the Health industry extrapolated from the previous 12-month period ending on December 31 prior to the date of the annual meeting and calculated going forward into the next fiscal year commencing after the date of the April annual meeting.

The Health Plan Committee shall be for informational purposes only. The Health Plan Committee will not negotiate, determine, or delay the calculation of annual rates by NJTBO.

EXHIBIT A

DRUG PRESCRIPTION PLAN (Field Salary Agreement § 16.H.8)

- (a) Company will provide active employees with at least 90 days of service a Drug Prescription Plan (including contraceptives and mandatory mail order drug programs) for family. The Company is to pay the full premium for a \$5.00 co-pay plan. The drug prescription plan shall not cover cosmetic drugs.
- (b) Effective October 22, 2015, the prescription drug contribution that all Bus agreement employees will contribute as a weekly payroll deduction shall increase from 0% to 15% of the total cost, and NJTBO will contribute 85% of the total cost, that is required to be borne every fiscal year towards effectuating prescription plan coverage for Bus agreement employees (“Health Plan”). In addition, the prescription drug contribution of those retirees who retire on or after January 1, 2016, shall be increased from 0% to 15%.
- (c) Effective April 14, 2015, the Drug Prescription Plan for retirees over the age of 65 (Rx65 Retiree Program) Retiree Program) is terminated, with the modification that all ATU employees shall be required to continue reimbursing the company for the debt owed by ATU, via payroll deductions until the payroll period starting October 31, 2015, at which time the remaining debt shall be forgiven.
- (d) It is understood however that the cost of this additional coverage shall be borne entirely by active employees and those retired employees entitled to the extended coverage. There will be no Company contribution towards this coverage. The latter shall continue to be operative until such time as the deficit from the Rx65 Retiree Program has been fully paid. Pending complete payment or other resolution of the deficit amount, the Company shall continue to make weekly deductions of \$6.25 from the active employees’ pay, shall continue to make deductions from the monthly pension payments made to retirees under

EXHIBIT A

the age of 65, and shall continue to make deductions from each of the participants in the Rx65 Retiree Program, who were participants in the Program as of the date of the termination of the Rx65 Retiree Program, with the deduction amount to be continued at \$25.00 per month.

- (e) Upon the termination of the Rx65 Retiree Program, the prescription drug coverage previously provided under the Rx65 Retiree Program for the retiree's spouse who is under the age of sixty-five (65), for the retiree's widow/widower spouse who is under the age of sixty-five (65), and for the participant's Eligible Dependent Children (as defined under the NJ TRANSIT Health Plan documents (the "Health Plan"), shall be provided, at NJ TRANSIT's expense, under the Health Plan in the same manner as provided for spouses under age 65 and Eligible Dependent Children. Such coverage for the spouse, widow/widower spouse and Eligible Dependent Children shall continue until such time as the spouse or widow/widower spouse reaches the age of sixty-five (65), upon which date the spouse's, the widow/widower spouse's and Eligible Dependent Children's coverage shall end. Upon the end of prescription drug coverage, the spouse, the widow/widower spouse and Eligible Dependent Children shall be offered COBRA coverage as required by law with the cost of COBRA coverage to be borne by the spouse, the widow/widower spouse and Eligible Dependent Children, as applicable.
- (f) The Company may include the following cost containment provisions in the Drug Prescription Plan:
 - a. Compound Management Prescription Drug Program; and
 - b. National Preferred Formulary Prescription Drug Program.
 - c. Dispense as written.

EXHIBIT A

DIRECT DEPOSIT (Field Salary Contract § 6.O)

The Company will offer, and may require, direct deposit of pay for all employees covered under this Agreement. Employees who do not provide the required bank information for direct deposit, shall be paid by pay card.

WAGES (Field Salary Contract, Appx D)

All wage rates shall be revised to reflect across the board increases of:

- 2.0% - July 3, 2021
- 2.0% - January 1, 2022
- 2.5% - July 2, 2022
- 2.5% - July 1, 2023

EXHIBIT A

MEMORANDUM OF AGREEMENT

Between

NEW JERSEY TRANSIT BUS OPERATIONS, INC.

and

AMALGAMATED TRANSIT UNION, NEW JERSEY STATE COUNCIL AND LOCAL DIVISION NOS. 540, 819, 820, 821, 822, 823, 824, 825 AND 880

(General Office Clerical Agreement)

This constitutes the Memorandum of Agreement made and entered into this __ day of _____, 2025 by and between New Jersey Transit Bus Operations, Inc. (“NJTBO”) and Amalgamated Transit Union, New Jersey State Council and Local Division Nos. 540, 819, 820, 821, 822, 823, 824, 825, and 880 (“ATU”).

It is understood and agreed that the Collective Negotiations Agreement covering the general office clerical employees represented by the ATU that was in effect from _____, 2025 through _____, 2028 is hereby renewed for the term of _____, 2025 until _____, 2028 except as modified by the enclosed revisions to the following Articles:

1. Duration and Issuance of Contract (General Office Clerical Agreement (“GOC Agreement”) § 6.L)
2. Grievance Procedure (GOC Agreement § 1.A)
3. Union Security (GOC Agreement § 1.C through F)
4. Death In Family (GOC Agreement § 6.G.9)
5. Doctor’s Notes and Verifications (New Article)
6. Holidays (GOC Agreement § 6.B)
7. Uniforms (GOC Agreement § 3.C)
8. Vacancies (GOC Agreement § 4.B)
9. Notices (New Article)
10. Medical Coverage (GOC Agreement § 6.G.5)
11. Drug Prescription Plan (GOC Agreement § 6.G.8)
12. Direct Deposit (GOC Agreement § 6.G.12)
13. Wages (GOC Agreement Appx D)

Any language in the parties’ 2021-2024 Agreement not expressly modified by the enclosed revisions will remain unchanged in the parties’ 2025-2028 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions. None of the modifications contained herein are retroactive unless otherwise stated

This Memorandum of Agreement is subject to ratification by ATU membership, and approval by the State of New Jersey, though the Board of Directors of New Jersey Transit Corporation, or its subsidiary, NJTBO.

All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

EXHIBIT A

For NJTBO:

For the ATU:

Dated:

Dated:

EXHIBIT A

DURATION AND ISSUANCE OF CONTRACT (GOC Contract § 6.L)

This Agreement is effective as of _____, 2025 and shall remain in force through _____, 2028 and yearly thereafter. Either party desiring changes shall, at least sixty (60) days prior to the _____, 2025 or in any year thereafter, notify the other of its desire for such change or changes to be made for the succeeding year, specifying such change or changes. In addition, the Company shall provide a contract booklet to all employees.

EXHIBIT A

GRIEVANCE PROCEDURE (GOC Contract § 1.A)

Should any dispute or grievance arise between the Company and the Union, or any of its members, as to the interpretation, application, or operation of any provisions of this agreement, not specifically settled in said agreement, both parties shall endeavor to settle the question in the simplest and most direct manner. All time limits contained herein are triggered from First Step decision dates. If an employee absence is covered by contractual provisions and those absence dates prevent the employee from attending a scheduled hearing, those absence dates shall not be included in the calculation of these time limits. Time limits can be waived by mutual consent of the VP/GM of Bus Operations or their designee and the Chairman of the New Jersey State Council, or a President/Business agent of a local union or their designee. The procedure shall be as follows unless any step thereof is waived by mutual consent:

First: Such dispute or grievance is to be taken up between the employee and the Union representative and the supervisor, foreman, or department head. Grievances submitted by union officials must be submitted in writing within one hundred eighty (180) days of the event giving rise to the grievance. First Step Hearings shall be scheduled at a date and time that both the grievant and a Union representative are available. Employees are required to appear at the date and time scheduled, unless prior request is made for a rescheduled time and date. Hearings rescheduled with a prior request must be scheduled at a mutually agreeable time and date. Employees failing to appear for a rescheduled hearing without an exceptional cause may be held out of service without pay until such time as they appear as directed.

Second: Between the President or Business Agent of the Union and/or the State Business Agent of the Union and the Division Manager or department head. Either the Company or the Union representative may delegate their authority. The Division office must be notified of

EXHIBIT A

requests, documented in writing, for a Second Step Hearing by close of business two business days after the date of First Step Hearing decision (not including weekends and holidays). For example, a decision rendered on a Friday must be appealed by close of business Tuesday (Wednesday, in the case of a holiday on Monday or Tuesday). Second Step Hearings shall be conducted no more than 30 calendar days after the First Step decision is rendered (not including the day of the decision). Second Step decisions shall be rendered no more than 10 calendar days after the beginning of the Second Step hearing and confirmed in writing. Failure to provide a decision will result in the charges being dismissed or the grievance being sustained. If the grievant fails to appear for a Second Step hearing as scheduled, the appeal shall cease to exist and the discipline sustained. If the grievant fails to appear due to an exceptional cause, the time calculation shall be suspended for no longer than 30 calendar days until such hearing is held.

Third: Between the President or Business Agent of the Local involved and/or the State Business Agent of the Union and the General Manager of the Company. Either the Company or the Union representative may delegate their authority. Appeals of Second Step decisions must be submitted in writing (fax or email is acceptable) to the designated Labor Relations Representative no later than close of business five business days after the Second Step decision is rendered (not including the day of the decision). Third Step Hearings shall be concluded no later than 75 calendar days from the First Step decision date. Failure to provide a decision will result in the charges being dismissed or the grievance being sustained. If the grievant fails to appear for a Third Step hearing as scheduled, the appeal shall cease to exist and the discipline sustained. If the grievant fails to appear due to an exceptional cause, the time calculation shall be suspended for no longer than 30 calendar days until such hearing is held.

EXHIBIT A

It is the stated intent and purpose of both parties at all times to reach agreement by negotiation between the Company and the Union, without recourse to arbitration. In the event, however, that such dispute or grievance is not settled to the satisfaction of the parties through recourse to the Third Step, the dispute or grievance may be referred by any Division or the State Council of the Union, or Company, to arbitration in accordance with applicable rules of the American Arbitration Association or the New Jersey State Board of Mediation, the choice of one or the other to be made by the defending party in the arbitration procedure. Appeals to arbitration must be filed within one hundred eighty (180) days of the Third Step decision or the grievance will cease to exist, provided, however, that for employees disciplined for arrests and/or convictions the 180-day filing deadline shall not begin to run until the charges forming the basis of the discipline have been determined by a trial court or otherwise resolved. In cases where the filing deadline is tolled pending resolution of criminal proceedings, the Company shall have no backpay exposure for the entirety of the tolling period.

To illustrate the above concept: Employee is disciplined on January 1 for arrested/convicted for charges involving an alleged crime. The first step decision is rendered February 1. The third step decision is rendered April 1. The employee's criminal trial concludes September 1. The 180-day limitations period will begin to run on September 1. The Company will face no backpay exposure for the period of April 1 through September 1.

Once arbitration has been requested, each party will select its own arbitrator. The two party arbitrators will select a third, neutral arbitrator. After the appointment of the third arbitrator, the Arbitration Board shall meet for the purpose of reaching a determination of the dispute or grievance, and the decision of the majority of the board, submitted in writing, to the Company and the Union, shall be final and binding upon both parties. Each party shall bear the

EXHIBIT A

expense of its own arbitrator, and the expenses of the third arbitrator shall be borne equally by both parties.

Authority of the arbitration board shall be limited to the determination of the dispute or grievance arising out of the interpretation, application or operation of the provisions of this agreement, on submission of the issues involved by the parties to this agreement. It shall not have any authority whatsoever to alter, amend or modify any of the provisions of this agreement.

The following two paragraphs apply only to Field Salaried and General Office Clerical Agreements:

It is the understanding of the parties that action taken by an employee in the performance of their Company duties shall not constitute cause for disciplinary action by the Union. In the event of a dispute between the Company and the Union concerning this provision of the agreement, it shall be resolved in the following manner:

Such dispute shall be pursued through the second and third steps. If agreement is not reached in the second or third steps, the matter shall then go to step four which provides for arbitration. In such cases the arbitration panel shall have the authority to determine whether an employee has been subject to discipline by reason of the performance of their Company duties. If the panel finds that an employee has been disciplined for such reason it shall direct that the disciplinary action be set aside. The panel shall not have the authority to pass upon the question of whether the judgment exercised by the employee or any action taken or recommended was proper so long as it arose out of the performance of their Company duties.

EXHIBIT A

UNION SECURITY (GOC Contract §§ 1.C through F)

Employees entering the service of the Company may become members of the Union after 30 days. However, the 90-day probationary period agreed to by the employee on applying for a position with the Company will be recognized. The probationary period shall be measured from the time the employee arrives at the assigned garage or other assigned permanent work location, not from the time the employee commences new employee training.

Employees who have been recalled from lay-off and who had completed their probationary period prior to lay-off, shall not be required to serve another probationary period.

All employees of the Company who are now or may hereafter become members of the Union shall strictly observe all operating rules and regulations of the Company and all special rules of the Company and of its officials.

The Company shall comply with applicable law regarding (1) the provision of information to the Union regarding negotiations unit members; (2) the provision of information to the Union regarding new hires; (3) Union access to Company facilities; and (4) Union access to Company email servers. The Union shall be permitted an opportunity to speak at new employee orientations conducted by the Company.

D. CHECK-OFF

On the second pay day of each month, the Company shall deduct from the pay of such of its employees who are also members of the Union, their regular Union dues for the calendar month and promptly remit the same to the proper officials of the Union as designated by the latter in writing. For this purpose, the Union shall maintain and furnish to the Company a notarized list of its members in the employ of the Company together with the dues deduction in effect, not later than the last Thursday of each month.

EXHIBIT A

The regular dues of pensioned employees who are members of the Union shall be deducted from the pension payments each month and be remitted to the proper officials of the Union.

Check-off of all dues must be authorized in writing by the employees and pensioners involved. Withdrawal of dues authorizations shall be in accordance with applicable law.

Not more than four (4) changes in the amount of dues check-off may be made in one calendar year.

E. CREDIT UNION DEDUCTION

On each payday the Company shall deduct from the pay of such of its employees as may be members of the Credit Union an amount authorized in writing by the employee and same shall be promptly remitted monthly to the Treasurer of the Credit Union. Withdrawal of such authorizations shall be in accordance with applicable law. The amount which the employee may authorize to be deducted shall be of his/her own choosing. Credit Union will be defined as Authorized Credit Union of each Local 540, 819, 820, 821, 822, 823, 824, 825 and 880.

E. C.O.P.E. DEDUCTION

The Company shall deduct from the pay of such of its employees, as may be members of the Union, an amount authorized by the employee in writing and same shall be remitted to the International Office of the Amalgamated Transit Union. Withdrawal of such authorizations shall be in accordance with applicable law.

G. SHORTAGES

When an employee makes an error in computation of Company receipts that results in a shortage of cash, or where they sustain any other shortage that is obvious and provable, it is agreed that the employee shall be liable to the Company for the amount of said shortage, and shall voluntarily reimburse the Company within ten (10) days after said shortage is brought to the employee's attention. When an employee has been shorted, he/she shall be reimbursed within ten (10) days after the shortage is brought to the Company's attention.

H. HOLD HARMLESS

The Union agrees to indemnify and hold the Company harmless from any causes of action, claims, loss or damages incurred as a result of Sections D-F above.

EXHIBIT A

DEATH IN FAMILY (GOC Contract § 6.G.9)

When a death occurs in an employee's immediate family (spouse, domestic partner, civil union partner, child, mother, father, step-parent, brother, sister), and if he or she attends the funeral, such employee shall be allowed off three (3) consecutive work days, inclusive of the funeral day, with normal day's pay for each day. An employee will be allowed off on the day of the funeral if they attend the funeral of the employee's grandparent, grandchild, mother-in-law or father-in-law. Employees who are not working due to a suspension, disability or vacation shall not be eligible for the allowance on day or days so involved. The allowance shall not be paid for the day or days falling on a paid holiday or on regular day or days off.

EXHIBIT A

DOCTOR'S NOTES AND VERIFICATIONS (New Article - GOC Contract § 6.P)

Where a doctor's note or verification is required under this Agreement the note/verification must be provided to the Company within the time and manner provided in this Agreement, provided, however, that no note will be accepted in any circumstance more than twenty-one (21) calendar days after the employee's return to work.

EXHIBIT A

HOLIDAYS (GOC Contract § 6.B)

Permanent full-time salaried employees:

New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all full-time employees who have completed six (6) months of service.

General Office employees and employees in the General Storeroom who have completed six (6) months of service shall be paid seven (7) hours at straight time for each such holiday.

Employees in the General Shops Office and the other employees in the General Storeroom who have completed six (6) months of service shall be paid eight (8) hours at straight time for each such holiday.

Those who have completed six (6) months of service and are ordered in and who work on any of those holidays shall be guaranteed a minimum of seven (7) hours (thirty- five hour work week) or eight (8) hours (forty hour week) work at straight time in addition to holiday to be entitled to holiday pay.

Those employees assigned or requested to work and failing to do so, without proper excuse, shall receive no compensation for such holiday or holidays.

An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay.

Past practices concerning holidays shall be continued for the duration of this contract.

When a holiday occurs on Monday, Tuesday, Wednesday, or Thursday, pay day on Friday shall begin at 7:00 a.m., and paychecks shall be released by the Cash Management's

EXHIBIT A

Office at 12 midnight. If a Holiday falls on a Saturday, the Friday before will be designated the Holiday. If the Holiday falls on a Sunday, the Monday will be designated the Holiday.

EXHIBIT A

VACANCIES (GOC Contract § 4.B)

Seniority under this agreement shall mean seniority with the Company in the General offices. A seniority list setting forth the employment date of each employee shall be prepared and maintained.

The Company may increase or decrease the number of positions in accordance with work requirements provided that when a new position is created, the Company and the Union will determine the classification and rate of pay before filling such position. The Company shall furnish the Union with a written specification before creating any new position.

Full-time permanent employees who have been employed in excess of thirty (30) days may submit bids in writing for any new or vacant position in the bargaining unit. Ability and merit being sufficient in the judgment of the Company and the Union, the employee with the most seniority will be given preference.

An employee bidding-in a position must retain same until again becoming a successful bidder. However, if the employee desires to return to their former position before the end of the 30-day qualifying period, they may do so provided that they have made written application to the Company and the Union, stating specifically the reasons they desire to do so, and the Company and the Union deem such reasons sufficient.

When a vacancy occurs in the bargaining unit, employees shall be notified by posted bulletin for a period of four working days. Absent agreement between the Company and the Union, all General office vacancies (GOB and Penn Plaza) shall be posted within fifteen (15) calendar days of when the vacancy occurs. Employee bidding for open position must submit request in writing within six working days after notice is posted, with any suitable comment concerning their qualifications. An employee that successfully bids on the open position shall be

EXHIBIT A

moved into the position within fourteen (14) calendar days. If no employee bids for an open position, Company may fill position from outside the unit.

After a trial period of not more than thirty (30) days actually worked in a new position within the bargaining unit, employees who are found to be incapable of qualifying for the position shall be returned to their vacated positions with full seniority, provided, however, that the Company may disqualify employees in fewer than 30 working days. Employees affected by the return of an employee to their former position under this Section shall be returned to their position.

In the event, in the judgment of the Company and the Union, a particular employee has not sufficiently demonstrated ability and merit within the qualification period, and an additional period of observation is desired, the qualifying period may be extended by special written agreement between the Company and the Union.

In connection with the bidding for vacancies no employee moving to a higher position having progression steps or to a position where top rate is equal, will be required to take a reduction in salary but shall hold their present salary rate until progression moves them into a higher bracket.

Such situations will be rare, but possibly could occur under certain circumstances.

EXHIBIT A

NOTICES (New Article)

1. The Company may assign an email account to all employees, other than retirees, which email account shall be accessible to all employees through the internet.

2. The Company may utilize such email accounts to communicate with employees except as specifically set forth in this Article.

3. The Company shall not utilize email to communicate with agreement employees with respect to matters governed by the contractual grievance and disciplinary procedure.

4. This Article shall not be used by either party with respect to the issue of whether the use of email is mandatorily negotiable under New Jersey law and each party maintains its position with respect to that subject matter.

EXHIBIT A

MEDICAL COVERAGE (GOC Contract § 6.G.5)

(a) The Company will continue to offer, and pay 85% of the premium for the Blue Select, Traditional Hospitalization, Medical-Surgical, Rider J, Major Medical and the HMO Blue Plans for employees' single, sole parent and children, husband and wife, and family contracts for all employees commencing on the first day of the month after ninety (90) days of employment who authorize payroll deductions for that purpose.

(b) If there are two employees who can be covered under the same family plan, only one coverage will be available.

(c) The Company agrees to continue the Hospitalization, Medical-Surgical and Rider "J" Plans for the pensioner's surviving spouse and pensioner's dependent children until the spouse remarries, or dies, with the Company paying 85% of the premium. The Company will contribute to other HMO Plans, which may be offered, but this contribution will not exceed the 85% Company payment made towards the Blue Select Premium. The Company agrees to pay 85% of the premiums for Prevailing Fee and Major Medical for active employees after ninety (90) days of employment and for those on pension, until the end of the month in which the employee or pensioner attains age 65, who authorizes payroll deductions for that purpose.

(d) Spouses and dependents of employees who die after attainment of age 55 or 20 years of service shall be covered under the health and welfare program to the same extent as if the employee had retired prior to their death.

(e) The Company will continue to pay its 85% of Medical/Hospitalization premiums during an employee's two (2) weeks of active military leave of absence.

(f) Major Medical shall be \$200.00 deductible for individual and \$400.00 deductible for family, based on contract year.

EXHIBIT A

(g) Catastrophe coverage will be unlimited.

(h) All Hospitalization, Medical-Surgical and Major Medical Plans shall include a coordination of benefits provision.

(i) The Company has the right to change Insurance Carriers provided such change will result in equal or better than equal coverage.

(j) The Company has the right to change the current Out of Network Reimbursement Methodology from 80% of Fair Health reimbursement rates to 180% of Centers for Medicare & Medicaid Services

(k) Include the following Cost Containment Provisions along with Standard Provisions attendant with said Programs in the Health Insurance Plan:

- (a) Pre-admission Certification
- (b) Mandatory Second Opinion
- (c) Mandatory Ambulatory Surgery
- (d) No weekend admission
- (e) Hospice Care
- (f) Post-Operative Home Care Nursing

Prior to implementation of Cost Containment Provisions, the Company will provide jointly with the Health Insurance Carrier an Education Program pertaining to utilization.

(l) All premiums for Health coverage paid by employees shall be with pretax dollars unless the employee elects to have them paid with post tax dollars. The Company provides a flexible spending account to which employees may contribute pre-tax dollars for health care (maximum contribution \$1,000.00) and dependent care (maximum contribution \$5,000.00).

EXHIBIT A

(m) In order to provide the ATU with access to information relating to the Health Plan, an advisory Health Plan Welfare Committee will be established as follows:

1. The Committee will be referred to as: The “Advisory Health Plan Welfare Committee for Bus Agreement Employees” (“Health Plan Committee”).
2. The Health Plan Committee will meet once each year in April.
3. The Health Plan Committee will be made up of three (3) representatives appointed by the ATU and three (3) representatives appointed by NJTBO. Two (2) Co-Chairs shall be appointed one from the ATU and one from NJTB
4. During the annual meeting, NJTBO will provide the Committee with information relating to the overall current status of the Health Plan.
5. During the annual meeting, NJTBO will provide the Committee with information relating to the total calculated cost increase or decrease to the Health Plan, which will take effect commencing with the next fiscal year starting on July 1st following the annual meeting, based on household type (single, H/W, Parent/Child, Family). At the annual meeting, the Health Plan Committee will be provided with the following information as to the cost of the Health Plan:
 - a. Health Plan actual experience for the 12-month period ending on December 31st prior to the date of the annual meeting.
 - b. Inflationary trends and anticipated cost changes in the Health industry extrapolated from the previous 12 month period

EXHIBIT A

ending on December 31st prior to the date of the annual meeting and calculated going forward into the next fiscal year commencing after the date of the April annual meeting.

The Health Plan Committee shall be for informational purposes only. The Health Plan Committee will not negotiate, determine, or delay the calculation of annual rates by NJTBO.

EXHIBIT A

DRUG PRESCRIPTION PLAN (GOC Contract § 16.G.8)

(a) Company will provide active employees with at least 90 days of service a Drug Prescription Plan (including contraceptives and mandatory mail order drug programs) for family. The Company is to pay the full premium for a \$5.00 co-pay plan. The drug prescription plan shall not cover cosmetic drugs.

(b) Effective October 22, 2015, the prescription drug contribution that all Bus agreement employees will contribute as a weekly payroll deduction shall increase from 0% to 15% of the total cost, and NJTBO will contribute 85% of the total cost, that is required to be borne every fiscal year towards effectuating prescription plan coverage for Bus agreement employees (“Health Plan”). In addition, the prescription drug contribution of those retirees who retire on or after January 1, 2016, shall be increased from 0% to 15%.

(c) Effective April 14, 2015, the Drug Prescription Plan for retirees over the age of 65 (Rx65 Retiree Program) is terminated, with the modification that all ATU employees shall be required to continue reimbursing the company for the debt owed by ATU, via payroll deductions until the payroll period starting October 31, 2015, at which time the remaining debt shall be forgiven.

(d) It is understood however that the cost of this additional coverage shall be borne entirely by active employees and those retired employees entitled to the extended coverage. There will be no Company contribution towards this coverage. The latter shall continue to be operative until such time as the deficit from the Rx65 Retiree Program has been fully paid. Pending complete payment or other resolution of the deficit amount, the Company shall continue to make weekly deductions of \$6.25 from the active employees’ pay, shall continue to make deductions from the monthly pension payments made to retirees under the age of 65, and shall

EXHIBIT A

continue to make deductions from each of the participants in the Rx65 Retiree Program, who were participants in the Program as of the date of the termination of the Rx65 Retiree Program, with the deduction amount to be continued at \$25.00 per month.

(e) Upon the termination of the Rx65 Retiree Program, the prescription drug coverage previously provided under the Rx65 Retiree Program for the retiree's spouse who is under the age of sixty-five (65), for the retiree's widow/widower spouse who is under the age of sixty-five (65), and for the participant's Eligible Dependent Children (as defined under the NJ Transit Health Plan documents (the "Health Plan)), shall be provided, at NJ TRANSIT's expense, under the Health Plan in the same manner as provided for spouses under age 65 and Eligible Dependent Children. Such coverage for the spouse, widow/widower spouse and Eligible Dependent Children shall continue until such time as the spouse or widow/widower spouse reaches the age of sixty-five (65), upon which date the spouse's, the widow/widower spouse's and Eligible Dependent Children's coverage shall end. Upon the end of prescription drug coverage, the spouse, the widow/widower spouse and Eligible Dependent Children shall be offered COBRA coverage as required by law with the cost of COBRA coverage to be borne by the spouse, the widow/widower spouse and Eligible Dependent Children, as applicable.

(f) The Company may include the following cost containment provisions in the

Drug Prescription Plan:

- a. Compound Management Prescription Drug Program; and
- b. National Preferred Formulary Prescription Drug Program.
- c. Dispense as Written

EXHIBIT A

DIRECT DEPOSIT (GOC Contract § 6.G.12)

The Company will offer, and may require, direct deposit of pay for all employees.

Employees who do not provide the required bank information for direct deposit, shall be paid by pay card

WAGES (GOC Contract Appx D)

All wage rates shall be revised to reflect across the board increases of:

- 2.0% - July 3, 2021
- 2.0% - January 1, 2022
- 2.5% - July 2, 2022
- 2.5% - July 1, 2023

ITEM 2509-40: EXTENSION OF COVENANT NOT TO COMPETE AGREEMENT ON THE #300 BUS ROUTE

WHEREAS, in February 1997, the NJ TRANSIT Board of Directors authorized Board Item #9702-16 for the award of a 60-month Covenant not to Compete Agreement on the #300 Bus Route effective April 5, 1997 through April 4, 2002 to Olympia Trails Bus Company, Inc.; and

WHEREAS, in August 1999, the NJ TRANSIT Board of Directors authorized Board Item #9908-120 for an extension of the Covenant not to Compete Agreement for an additional 128-month term which expired on December 31, 2012; and

WHEREAS, in March 2013, the NJ TRANSIT Board of Directors authorized Board Item #1303-10 for a 9-month extension of the Covenant not to Compete Agreement expiring on September 30, 2013; and

WHEREAS, in September 2013, the NJ TRANSIT Board of Directors authorized Board Item #1309-43 to extend the Covenant not to Compete Agreement for an additional term of 72 months which expired on September 30, 2019; and

WHEREAS, in September 2019, the NJ TRANSIT Board of Directors authorized Board Item #1909-55 for the extension of the Covenant not to Compete Agreement for an additional term of 36 months, plus one optional term of 36 months ending on September 30, 2025; and

WHEREAS, during calendar year 2024, Olympia Trails Bus Company, Inc. a former Coach USA company reorganized under Coach USA's Chapter 11 bankruptcy proceedings as OBC Lines, LLC; and

WHEREAS, OBC Lines, LLC, formerly Olympia Trails Bus Company, Inc. has been operating the #300 bus route under the current Covenant not to Compete Agreement since 1997; and

WHEREAS, the extension of the current Covenant not to Compete Agreement on the #300 bus route would continue to provide NJ TRANSIT with annual revenue from OBC Lines, LLC, in the amounts of the higher of 5.5 percent of gross revenue of all its services between Newark Liberty International Airport and the Borough of Manhattan, New York City, New York, or a minimum of \$450,000 annually, plus 13.5 percent commission on all tickets sold or issued by OBC Lines, LLC in the Borough of Manhattan traveling to a Port Authority operated airport; and

WHEREAS, the continued operation of the #300 bus route operated by OBC Lines, LLC, provides the public with Newark Liberty International Airport bus access to and from New York City;

NOW, THEREFORE, BE IT RESOLVED that the Chair or President & CEO is authorized to take all actions necessary to extend the Covenant not to Compete Agreement with OBC Lines, LLC, a Coach USA company of Paramus, New Jersey, for a 60-month period beginning October 1, 2025 through September 30, 2030, for the #300 bus route between Newark Liberty International Airport and the Borough of Manhattan, New York City, New York, for an annual payment of 5.5 percent of the gross revenue, with a minimum annual payment of \$450,000 annually, plus 13.5 percent commission on all tickets sold or issued by OBC Lines, LLC, in the Borough of Manhattan traveling to a Port Authority operated airport.

ITEM 2509-41: BUS STOCK PROGRAM: OPTION TO PURCHASE UP TO 260 40-FOOT BUSES AND 26 ZERO-EMISSION BUSES

WHEREAS, NJ TRANSIT provides its customers with regular route bus service throughout New Jersey and to New York City and Philadelphia which carries 138.7 million annual passenger trips (based on FY2024 data); and

WHEREAS, NJ TRANSIT has 1,228 40-foot transit/suburban buses, including 121 buses operated by private carriers, of which the majority are overage and due for replacement; and

WHEREAS, NJ TRANSIT's Bus Fleet Strategy and NJT 2030 (A 10-Year Plan) will be further continued to advocate the replacement of its outdated 40-foot transit buses with new 40-foot diesel transit buses and Zero-Emission Buses (ZEBs); and

WHEREAS, NJ TRANSIT anticipates the purchase of 260 diesel and 26 zero-emission buses to assist with replacing overaged 40-foot transit buses, and to advance the bus modernization program to progressively convert to a zero-emission bus fleet consistent with statutory mandates; and

WHEREAS, the purchase of 260 diesel and 26 zero-emission buses will provide fleet reliability at reduced operating and maintenance costs, and will be equipped with the latest technology to significantly reduce vehicle exhaust emissions; and

WHEREAS, the new buses will include passenger amenities such as USB, security cameras, blind spot cameras, and turn warning system, to enhance the customer experience and safety; and

WHEREAS, NJ TRANSIT Board item 2311-77 authorized the purchase of up to 550 forty-foot buses and 200 60-foot articulated buses in an amount of \$685,957,704.70; and

WHEREAS, NJ TRANSIT Board item 2504-14 authorized the purchase of up to 20 zero-emission buses and 208 60-foot articulated buses in the amount of \$393,432,390.00; and

WHEREAS, Contract No. 22-051 (with New Flyer, Inc. for 40-foot buses) and Contract No. 0000037 (for 60-foot buses) (collectively, the "Existing Contracts") have previously been authorized by the Board pursuant to Board Items 2311-77 and 2504-14, each of which have remaining options to purchase additional 40-foot and 60-foot buses;

NOW, THEREFORE, BE IT RESOLVED that the Chair or President & CEO is authorized to purchase up to an additional 260 forty-foot transit buses including capital spare parts and potential tariffs, and an additional 26 zero emission buses, including capital spare parts and potential tariffs for an amount of \$506,711,200.79, plus 10 percent for contingencies; and

BE IT FURTHER RESOLVED that the Chair or President & CEO was previously authorized to purchase up to 550 forty-foot transit buses, 20 zero-emission buses, and 408 60-foot articulated buses, for a total amount of \$1,079,390,094.70, plus 10 percent for contingencies; and

BE IT FURTHER RESOLVED that, subject to the availability of funds, the total amount authorized to acquire up to 1,264 total buses shall be \$1,586,101,295.49, plus 10 percent for contingencies, which buses may be acquired pursuant to the existing contracts, or pursuant to any other legally permissible procurement method.

ITEM 2509-42: DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR REHABILITATION AND ACCESSIBILITY ENHANCEMENT AT BLOOMFIELD STATION – CONTRACT AMENDMENT

WHEREAS, Bloomfield Station located on the Montclair Boonton Line is an essential facility serving over 1500 weekday customers; and

WHEREAS, the station is listed on State and National registers of Historic Places; and

WHEREAS, the existing platform surfaces, canopy structures, station building, and pedestrian tunnel under the tracks are in poor condition, and require rehabilitation to comply with the acceptable State-of-Good-Repair (SOGR) condition mandated by the Federal Transit Administration (FTA), and to improve comfort and convenience for NJ TRANSIT customers; and

WHEREAS, the station requires replacement of the existing low-level platforms with high-level platforms to ensure full Americans with Disabilities Act (ADA) compliance and accessibility; and

WHEREAS, the rehabilitation and accessibility work needed requires a professional engineering consultant team to produce design documents needed to perform the rehabilitation and accessibility work; and

WHEREAS, on May 1, 2023, NJ TRANSIT negotiated a final cost of \$4,737,874.02, to perform Design and Construction Support Services for the Rehabilitation and Accessibility Enhancement at Bloomfield Station, as presented in the final cost proposal submitted on May 1, 2023; and

WHEREAS, a 24 percent Race Conscious Disadvantaged Business Enterprise (DBE) goal was established for this contract; and

WHEREAS, the NJ Debt Defeasance and Prevention Fund, Transportation Trust Fund, and Federal Transit Administration are the source of funding for this project;

NOW, THEREFORE, BE IT RESOLVED, that the Chair or President & CEO is authorized to amend NJ TRANSIT Contract No. 22-036 with Stantec Consulting Services Inc. of Rochelle Park, New Jersey, to provide additional Design and Construction Support Services for the Rehabilitation and Accessibility Enhancement at Bloomfield Station in the amount of \$631,000, for a total authorization of \$5,368,874.02, plus five percent for contingencies, subject to the availability of funds.

ITEM 2509-43: APPOINTMENT OF AUDITOR GENERAL

WHEREAS, NJ TRANSIT's Bylaws direct the appointment of an Auditor General;
and

WHEREAS, the Auditor General is responsible for reviewing and monitoring the reliability of financial statements, adequacy of financial controls, evaluating audit performance, and monitoring the implementation of, and compliance with, policies set by the Board of Directors and the President & CEO;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby appoints Alicia Simson to the position of Auditor General of NJ TRANSIT.

EXECUTIVE SESSION AUTHORIZATION

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

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