

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



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

September 2, 2021

Dear Governor Murphy:

Pursuant to Chapter 150, Laws of 1979, I herein transmit the minutes of actions taken at the open session of the regularly scheduled meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc., Board of Directors held on Wednesday, August 25, 2021.

Sincerely,

A handwritten signature in cursive script that reads "Joyce J. Zuczek".

Joyce J. Zuczek  
Board Secretary

Enclosures

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

Open Session Minutes of the actions taken at the regularly scheduled Board of Directors' meetings of the New Jersey Transit Corporation, NJ TRANSIT Rail Operations, Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. conducted virtually by telephone on Wednesday, August 25, 2021. The meetings occurred concurrently.

**Board Members**

Diane Gutierrez-Scaccetti, Chair  
Cedrick T. Fulton, Vice Chair  
Lauren LaRusso, Governor's Representative  
Dini Ajmani, Treasurer's Representative  
James D. Adams, Board Member  
Sangeeta P. Doshi, Board Member  
Bob Gordon, Board Member  
Richard A. Maroko, Board Member  
Shanti Narra, Board Member

**Staff**

Kevin S. Corbett, President & Chief Executive Officer (CEO)  
Joyce J. Zuczek, Board Secretary  
Eric R. Daleo, Senior Vice President, Capital Programs  
Michael P. Kilcoyne, Senior Vice President, Surface Transit & General Manager, Bus Operations  
William Viqueira, Senior Vice President, Chief Financial Officer & Treasurer  
Joseph E. Snow, Assistant Attorney General, Office of the Attorney General

Chair Gutierrez-Scaccetti convened the Open Session at 6:03 p.m. in accordance with the Open Public Meetings Act and Board Secretary Zuczek conducted a roll call.

Board Secretary Zuczek announced that adequate notice of the regularly scheduled 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 August 19, 2021 with the Secretary of State, sent to newspapers of general distribution, posted in the main entrance of NJ TRANSIT headquarters, published on the corporation's website, and sent to each individual, agency, and organization that requested such notice.

**Approval of Minutes**

Chair Gutierrez-Scaccetti asked for a motion to approve the minutes of the July 21, 2021 Board meetings. Board Member Shanti Narra made the motion, Vice Chair Cedrick T. Fulton seconded the motion, and it was adopted.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Ajmani	LaRusso	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Absent	Yes	Yes	Yes	Yes	Yes

**President & CEO’s Monthly Report**

President & CEO Corbett said as in previous months, he would begin with COVID-related information, before moving on to recovery-related news, including infrastructure and planning updates. First, as he was sure they all know, COVID cases were increasing nationwide, fueled by the more infectious Delta variant. At NJ TRANSIT, 51 employees, out of approximately 12,000, were currently positive, up from 23 at the last Board meeting.

President & CEO Corbett said fortunately in New Jersey, they have some of the highest vaccination rates in the country. More than 5.4 million New Jerseyans were fully vaccinated, which was nearly 60 percent of the state population. As many may have heard, Governor Murphy announced on Monday that all state workers, including NJ TRANSIT employees, thousands of whom have already been vaccinated, must be vaccinated by October 18, 2021, or undergo weekly testing.

President & CEO Corbett said high state vaccination rates and the many safety measures NJ TRANSIT has in place were contributing to steady ridership levels during the typically slower weeks of August. Weekday rail ridership has remained at approximately 50 percent of pre-COVID levels over the past several weeks. Average rail ridership on weekends remained at about 80 percent of pre-COVID levels on recent weekends, while approaching 100 percent of pre-COVID levels on some trains. Intrastate Bus service was approximately 65 to 70 percent of pre-pandemic levels, with Interstate bus ridership into New York approaching 60 percent. Light Rail ridership was holding steady at approximately 60 percent of pre-COVID levels systemwide.

As riders come back to transit, they will need to remain masked up on vehicles and within indoor stations and waiting rooms through at least January 18, 2022, as the Transportation Security Administration (TSA) recently extended its travel mask mandate through that date. To remain aligned with this directive, on August 5, 2021, NJ TRANSIT held its ninth and final Mask Force distribution effort, where employees throughout the organization volunteered at several stations, and onboard vehicles.

To date, NJ TRANSIT has distributed more than 116,000 masks overall, including masks distributed during all Mask Force events and at customer service and ticket offices throughout their system. New Jersey Transit Police Department also remains out in force throughout the system, continuing to conduct their mask compliance details, and providing masks to anyone who needs one.

Moving on to recovery-related updates, this month, for the first time since the onset of the pandemic, NJ TRANSIT resumed service to MetLife stadium, to coincide with the resumption of major events there, and President & CEO Corbett was pleased to note the transportation was seamless for customers. They coordinated this month's Mask Force on August 5, 2021 with the Guns N' Roses concert on the same day to take advantage of extra personnel out on the system working to facilitate seamless service for the event.

Football fans also returned to NJ TRANSIT for rail service to MetLife stadium on August 14, 2021, to watch the Jets take on the Giants in the pre-season kickoff. NJ TRANSIT will be offering Meadowlands train service to and from Secaucus Junction for every Jets and Giants home game, as well as the Army/Navy game on December 11, 2021. They also provided train service for the August 22, 2021 HOT 97 Summer Jam concert.

As the region continues to open up, NJ TRANSIT is leveraging their "While You've Been Away" campaign to encourage customers to return to public transit. Toward that end, this month, NJ TRANSIT partnered with PATH to hold two virtual "return to work" forums. One was on August 18, 2021, with leaders from business industry groups such as the New Jersey State Chamber of Commerce and New Business and Industry Association. President & CEO Corbett said was another scheduled for tomorrow with senior leadership from large regional employers and educational institutions, such as: Horizon, Prudential and Rutgers University.

PATH General Manager Clarelle DeGraffe and President & CEO Corbett will be hosting these forums to discuss: the many safety measures they have in place on their transit systems, and many other recovery-related topics as employers throughout the state are finalizing plans to bring employees back to the workplace. These organizations and employers have an extensive reach throughout the state and will help amplify the message to riders that the transit system is safer, more reliable, and more customer-focused than ever, and they are ready for their return.

Also, in support of their "While You've Been Away" campaign, college students returning to class this fall can enjoy as much as a 60 percent savings on fares. In partnership with participating regional colleges and universities, Student Pass offers full-time students a 25 percent discount off an already-discounted monthly rail, bus, or light rail pass when they buy it via the NJ TRANSIT mobile app. NJ TRANSIT will also welcome back students this year with a unique promotion for the Fall 2021 semester: Buy 3 Months, Get 1 Month Free. For more information, including a list of participating colleges and universities, and how a school can become a partner, please visit [njtransit.com/studentpass](http://njtransit.com/studentpass).

NJ TRANSIT's "While You've Been Away" campaign also highlights the more than \$4 billion in advancing infrastructure improvements underway or in the procurement process at NJ TRANSIT. President & CEO Corbett said they were more optimistic than ever about critical capital projects advancing through President Biden's \$1.2 trillion infrastructure bill, which passed in the U.S. Senate this month and was moving through the House.

The bill includes \$30 billion for Northeast Corridor rail and provides several possible sources to advance the Gateway Program, including the federal share of the Hudson Tunnel project. It also includes \$4.2 billion for NJ TRANSIT, spread out over five years, which would be an extremely welcome addition to help offset the approximately \$5 billion gap in their \$17 billion, five-year Capital Plan that is needed to fully fund all the Plan's critical projects.

In support of this new bill, NJ TRANSIT proudly helped coordinate and host U.S. Transportation Secretary Pete Buttigieg on August 9, 2021, as he toured the country to make the case for this infrastructure investment. The Secretary rode NJ TRANSIT's Raritan Valley Line from Somerville to Westfield, where he and a bipartisan collection of local officials held a roundtable conversation at Westfield Town Hall.

As they spend billions to improve infrastructure, and hope for billions more to provide the world-class service customers deserve, NJ TRANSIT was also working to reshape and reimagine their network, to provide more modern and efficient service. On August 12, 2021, they held two virtual sessions for the public to provide input on their "NewBus Newark" initiative, which will redesign the local intrastate bus network in the greater Newark area for the first time in several decades.

The sessions included an opportunity to view proposed recommendations, review the presentation on the project's objectives, as well as an opportunity for public comments and project input. The proposed recommendations include expanded hours and added weekend service, increased frequency, and new routes that will enhance the customer experience. Customers can continue to share feedback, to be incorporated into NJ TRANSIT's final plans, through September 9, 2021, at [njtransit.com/newbus](https://njtransit.com/newbus). Completion of the study and final recommendations are expected later in the fall.

President & CEO Corbett said an additional forward-looking and transformative project was on the agenda that evening. Later in the meeting, the Board will consider a contract for the concept and design phase of their "Innovation Challenge" Meadowlands Transitway Project. The approval of this contract would bring them one step closer to implementing an innovative and environmentally friendly solution that will allow them to increase capacity and frequency between Secaucus Junction and the Meadowlands Complex. President & CEO Corbett thanked Board Chair Diane Gutierrez-Scaccetti for being a driving force in support of this effort.

President & CEO Corbett was pleased to report that the Board would be voting that night to approve a new contract with the Amalgamated Transit Union, comprising the nine unions representing NJ TRANSIT bus drivers, mechanics, and other workers. He said this was the first time in agency history that they have reached an agreement on a new contract with the ATU before the current contract has expired, which underscores the positive relationship and strong mutual respect between management and labor. President & CEO Corbett was especially proud of the close working relationship they have established under Mike Kilcoyne's leadership with former NJ TRANSIT Board Member

and ATU International Vice President Ray Greaves and ATU New Jersey State Council General Chairman Orlando Riley.

President & CEO Corbett said it was also his great pleasure to note that next month, a familiar face will be stepping in to fill a key new role within their organization. Brian Wilton, who they all know as a highly qualified and effective NJ TRANSIT Board Member serving on the Audit, Capital, and Customer Service committees, will serve as their first-ever General Counsel. As some may remember, this position and department were recommendations in the North Highland assessment ordered by Governor Murphy in 2018.

Besides sitting on NJ TRANSIT's Board, Brian currently serves as Deputy Chief Counsel and Director of the Governor's Authorities Unit, where he oversees the governance and operations of more than 50 independent State and Bi-state agencies. He also serves as a key adviser to the Governor on all transportation-related matters in the State. President & CEO Corbett said he has worked closely with Brian to transform this organization, has seen firsthand his commitment to NJ TRANSIT and the customers they serve, and he is excited to have him join their team.

On August 8, 2021, the New Jersey Transit Police Department's recently expanded Community Outreach Unit hosted a community support initiative, in cooperation with the Solstice Counseling and Wellness Center. The event, held in Paterson, New Jersey, served to bring aid, assistance, medical checks, toiletries, and more to the at-risk community, including a focus on linking those experiencing homelessness with vital, life-improving resources. Participating agencies offered veterans' assistance, social services, addiction assistance, health screening services, COVID testing, and more. The event also served as a reminder of the many ways in which our New Jersey Transit Police Department is proving to be a nationwide leader of progressive policing.

### **Public Comments**

Chair Gutierrez-Scaccetti asked the event call operator to open the floor for public comments and to provide instructions for entering the queue to make a public comment. The event call operator said the floor was open for public comments. If individuals wanted to make a public comment, they were instructed to press \*1 on their telephone keypad to enter the queue. They would hear a brief tone to indicate they have successfully entered the queue. Priority access would be given to any participant who has pre-registered, and those comments will be taken in turn. They would then take public comments from the remaining participants on a first-come first-serve basis. Each person would have three (3) minutes for their public comment. A warning would be provided with one (1) minute remaining and again with 15 seconds remaining.

**Joseph Clift** said he wanted to comment on the Secaucus Meadowlands Transitway Project and that he provided a one-page handout for the Board. He said nowhere in the 10-page Board agenda package did it mention that this Transitway was 8.5 miles long, which is almost twice as long as the road to get from Secaucus to the American Dream

Mall. He said the distance also was even further than going from the Port Authority Bus Terminal to the American Dream Mall. Mr. Clift said this was an excessive length and heads south for almost a mile when American Dream is North of Secaucus and goes along an abandoned right of way and distance alone could disqualify this Transitway project. He said NJ TRANSIT should be doing a feasibility study before paying someone to do design work because they do not know how much this project will cost, and all they know is the first piece is \$3 million.

Mr. Clift said besides the 8.5 mile problem, there were another set of problems such as the cost, and the 8.5 miles equal to 7.5 lane miles of transitway along the New Jersey Turnpike, because they would have to cross the busy tracks of the Bergen/Hoboken Line which runs south of Secaucus Station, and then they would have to cross the Hackensack River. Mr. Clift said the proposal is to repair a bridge that is 132 years-old, which has been abandoned since 2002 and is a swing bridge seven-feet above the water, and the likelihood of that bridge being useable for this project is next to zero. Mr. Clift said the next thing to consider is what will it cost to build a new bridge over the Hackensack River and how high they will have to make it if the Portal Bridge is going to be 50-feet because they say they need that. He asked that a feasibility study be done and defer this Transitway Action Item until this is done so you do not waste money on a project that is not feasible.

**Ryan Felmet**, a rail commuter from Summit, said he wanted to request that the virtual participation of the Board meetings continue because it is very helpful to the public to make comments seeing that the meetings are held at 9:00 a.m. and 6:00 p.m. He said it would be impossible for many of them to participate in the in-person meetings because they are on the buses and trains that they are speaking about in these meetings and requested that NJ TRANSIT continue these virtual Board and Committee meetings.

Mr. Felmet said he would like to touch on two things which was service and culture. He recently received the Customer Satisfaction Survey results and not to his surprise there was 50 percent more people who responded that they would be back working three or more days a week in September, and hopes that NJ TRANSIT is ready for this. Mr. Felmet said he himself has been going into the office three times a week and was not surprised to see a lot of mechanical failures and cancelled trains doubling his commute from Summit at basically a 50 percent hit rate on on-time or facing significant delays and cancellations. He said he was very concerned about the future and starting in 30-days or less what it will mean to businesses and where he lives based on NJ TRANSIT being the backbone of getting him to work and without NJ TRANSIT he cannot get to work.

Mr. Felmet said as far as culture there has been a lot of news going around about NJ TRANSIT sexual harassment allegations and workplace harassment and while he knows they are just allegations they come with a cost. He said it was mentioned in the last committee meeting that there have been 30 internal complaints in the last month. Mr. Felmet said he would like to call on the Board to see if they are satisfied with these allegations and hopes someone will speak up on whether there is an internal process for employees to come forward and are employees happy with the amount of litigation. He

said there should also be a widespread investigation across all departments to ensure the proper protocols are in place, so employees feel comfortable, which is a huge growth factor for NJ TRANSIT and to the success of the organization. Lastly, he asked that all Board Members who have the ability to do something to please do.

**Andy Weiss** said he wanted to discuss NJ TRANSIT Procurement which he has been concerned about for a while. He wants more bus and train service which is the root cause of his concern because he does not have a car and he relies on NJ TRANSIT. He would like more service frequency and said the procurement process has a lot to do with it. Mr. Weiss said the 2018 NJ TRANSIT Audit reported that the procurement system was, and he quoted "ripe for reform and reinvention" which was a major recommendation. He said he recently read that NJ TRANSIT responded to the Office of Legislative Services that they do not have the funds to procure and implement a fully functional enterprise resource planning system for the procurement department. Mr. Weiss said NJ TRANSIT has plenty of money and just read they purchased \$253,000 worth of artwork for the Market Street Bus Garage in Paterson and purchased 17 patrol cars worth \$619,000. He said NJ TRANSIT has the money to purchase an excellent procurement enterprise resource planning system, but yet have appeared to ignore another audit recommendation, and it appears procurement procedures are being handled manually. Mr. Weiss believes the Board needs to read the NJ TRANSIT 2018 Audit and look at the lack of action on many recommendations.

Mr. Weiss said it seems that NJ TRANSIT is going on spending sprees purchasing low-priority items and ignore critical items like an enterprise resource planning system for the procurement department, but yet could spend \$253,000 on artwork and he can only get one bus an hour on weekends in Hudson County. He said they need an audit of the NJ TRANSIT Corporate Office and that the New Jersey Transit Police Department needs to be audited because they are always in news. He is concerned and said they need a widespread investigation and a possible independent Inspector General for NJ TRANSIT. Mr. Weiss also said NJ TRANSIT needs to consider a zero-based budget to stop the waste and put more money into the buses and trains. He said NJ TRANSIT runs the worst bus, rail, light rail, and paratransit service. Lastly, he asked that the Board read the 2018 NJ TRANSIT Audit and investigate.

**Matthew Walsh**, member of the New Jersey Association of Railroad Passengers, said he was speaking on behalf of the Association and wanted to register their disagreement with the currently perceived Secaucus-Meadowlands Transitway Project. In the alternative, they strongly urge the rededication of this former commuter and freight rail line into a strategically connected Light Rail Transit right-of-way connecting with the current Branch Brook Park and Grove Street extension of the Newark Light Rail Line. They further advocate for a connection between Branch Brook Park Light Rail Station and Forrest Hill Junction, which is in North Newark, the former right-of-way of the Orange Branch from Bloomfield to Newark. He said at Forest Hill Junction it is joined by another light rail transit line originating on the former Boonton Line in Montclair. Mr. Walsh said the two lines joined would proceed east further into North Newark where they would go over the Newark industrial track.

Mr. Walsh said this line right now, per a study done by the New Jersey Transportation Planning Authority in June 2020, would have the Boonton Greenwood Lake Line go right over the Newark industrial track, which would be an excellent junction and opportunity to have an escalator connecting the two. He said this would be similar to what is currently happening at Pennsauken between the River Line and the Atlantic City Line. Mr. Walsh said this line is only a half a mile from Washington Avenue in North Newark which is a highly densely populated area. He said this line would then cross the Passaic River and provide service to North Arlington a deprived rail service since 2002, and from there the light rail line would connect to nearby Secaucus Junction. Mr. Walsh said the demographics in New Jersey are changing and people are moving to the inner cities, and proposed that NJ TRANSIT address these new demographics. He said fixed rail is better for investment and lends a sense of permanency.

**Adam Reich** said on the Secaucus-Meadowlands Transitway Project it would seem to be prudent to consider expanding capacity on the existing rail line such as adding tracks in a loop to improve efficiency and give the station a more throughput capacity rather than a dead-end terminal. He also said it seemed imprudent to give up the lower Boonton Line right away given the difficulty in acquiring land for NJ TRANSIT in this state.

Mr. Reich said on the Customer Advocate position, nearly 11-months since Stewart Mader's departure, they still do not have a date when they are going to see this vacancy filled. He asked that Chair Gutierrez-Scaccetti or President & CEO Corbett provide a target date for beginning the application process and when the target date would be for having the Customer Advocate start. Mr. Reich also wanted to know the future of the Customer Advisory Board Stewart Mader was forming before he left and asked if it was going to move forward or was completely dead or at the discretion of the Customer Advocate.

Mr. Reich also said he would like to encourage a review of NJ TRANSIT's sexual harassment and internal review complaint process given the recent headlines, and as someone who works in the employment field, he said it was important to ensure they have an effective investigatory procedure in place that encourages transparency.

Mr. Reich said he had a few questions for the Board Members he would like them to ask Suzanne Mack from the North Jersey Advisory Committee. He asked what plans the South and North Jersey Advisory Committee have for public outreach if any, and why there does not appear to be any information like agendas, minutes, or contact information online for these advisory committees. Mr. Reich said all there seems to be are names in the Annual Report and in the Governor's Report. He would like to know what the ages of the youngest members on the committees are, when was the last time a new member was added to each committee, and are there any millennials on either committee. He said he would be happy to speak to Ms. Mack on some of his ideas and that NJ TRANSIT could share his contact information with her.

Lastly, on masking, Mr. Reich said the NJ TRANSIT mask enforcement team seems to be lacking and would like to ask the Operations & Customer Service Committee members to ask staff for detailed information on complaints. He said he suggested to a Customer Service Representative a mask priority car, they were very dismissive of the idea, and they have not answered his follow-up questions on what they plan to do. Mr. Reich said it would mean a lot to him if he could see a police officer on train 3817 so he does not have to worry about finding a car where there is no compliance issue, which is very difficult right now, and would appreciate a follow-up.

**Sally Jane Gellert**, Chairperson of the Lackawanna Coalition, said they noted that there were some important, expensive agenda items without a lot of detail as to cost, and would like for these items to be tabled until cost detail can be provided. They agree with the previous comments on the union contracts and the Transitway, but believe there needs to be more study and consideration on the Transitway Project using the access NJ TRANSIT has in terms of a fixed rail line before starting over and building a whole new Transitway just because it is innovative. Ms. Gellert said they remember hearing about the innovation project since the beginning but there was very little follow-through. She said those who care enough to show up regularly and provide emails would really like to be involved in the process and not just hear an announcement with no details. Ms. Gellert said with the Transitway part one contract being given without the costs and final specifications they fear another case where they go from change order to change order expanding the contract many times because no one knows what the original size will be.

Ms. Gellert said station seating continues to be a problem. They heard the announcement of masking through January. Ms. Gellert said they need station benches now, not all can stand when they get to a station early, and when there is inclement weather, there is nowhere to sit while waiting for their train. She said they all know now how to keep their distance from one another, but they need somewhere to sit indoors. Ms. Gellert said their members report that weekend and midday trains on the weekdays seem to have more passengers during rush hours and they do not know how long this will be, but it is unique to their region.

Ms. Gellert said on Monday at their Lackawanna Coalition meeting, Josh Krieger of Clever Commute joined the meeting to discuss how the pandemic has affected the commuter experience and what the future might bring. He agreed with what they heard elsewhere that many former five days a week commuters maybe returning to work only a few days a week. They do not know whether they will return for full days, as he thinks, or for afternoon meetings. Ms. Gellert said they think that it is the case for a more consistent full-day schedule, for more frequency and reliability. She said with the climate changes, they should provide incentives to cut down on more vehicle use and integrate the first and last mile solution, so that people can use one less car per household to cut-down on crowding and pollution. Ms. Gellert noted the attitude of Washington D.C. planners who she quoted as saying “are there things they can do to help to reduce non-travel on the system, in addition to supporting work trips made at non-peak hours.” She said they would like to see more of this attitude at NJ TRANSIT.

**Aleta Dupree** said she wanted to catch-up on what was going on with NJ TRANSIT and opened her MyTix app for the first time in a while, and noted there have been some significant changes. She has been buying NJ TRANSIT tickets using the MyTix app since 2016 and is looking forward to using the app to buy single ride tickets for the light rail and buses. Her main route is the 320, she hopes to be back on it soon, and is looking forward to riding again as the weather permits. Ms. Dupree hopes that a fare card will come out one day with an app-based version so she could tap her phone when getting on and off buses and trains, because it is hard to find out what the fares are when traveling to different zones. She also hopes to see the electric buses in the Northern region, in particular on the 320 route which is a short route between Harmon and Port Authority and would like to cut back on emissions running through the tunnels and get away from diesel. Lastly, she looks forward to getting back on the transit system soon and coming to an in-person meeting.

### **Board Member Comments**

**Board Member Adams** said as always, he would like to thank the speakers for taking the time out of their evening to show their concern and care for public transit in New Jersey. He specifically wanted to address a few comments and subject to Chair Gutierrez-Scaccetti's approval, he would like the team when they present the Meadowlands-Secaucus Transitway Board Item to provide a little detail about the process and procedure they are going to follow to add a little more context to that item.

Due to the existing legal cases, Board Member Adams was not able to comment too much, but he said the Board was concerned about even one alleged sexual harassment case.

Board Member Adams said the other item he wanted President & CEO Corbett to talk about was publicizing that NJ TRANSIT is ready, willing, and able for when the riders come back to work in September, and asked if he would provide some details about it. Board Member Adams said they are anticipating people will be returning to work two to three days a week and NJ TRANSIT has been preparing all this time while customers were away to make sure this happens. Lastly, he again thanked those who took time to call in with their public comments.

**Board Member Doshi** said she wanted to echo what Board Member Adams said and thank the public for taking time out to speak and showing interest in NJ TRANSIT. She also said although they cannot talk about it, they do take sexual harassment allegations very seriously, have brought this up in internal meetings, and this was very important to the Board. Board Member Doshi said they were very committed to sustainability and noted there were a lot of speakers talking about the environment and sustainability and as a part of the Energy & Sustainability Policy Committee, she was very interested in this. She also thanked the staff for coming up with a plan for going back to work because she knows it was not easy and they were all trying to predict what is going to happen.

**Board Member Gordon** thanked all the public speakers for participating that evening. He said they certainly pay great attention to all comments and although they may not respond to them at the meeting, they certainly appreciate their input which guides their conversations elsewhere. He also expressed concern for questions raised by Mr. Felmet and Mr. Reich about the recent press report of alleged sexual harassment and allegations that management did not respond. Board Member Gordon said while they cannot respond to something involving litigation, he wanted to assure Mr. Felmet and Mr. Reich that the Board was very focused on this and feel responsible to make sure that management is responding appropriately when these cases are brought to their attention.

**Board Member Maroko** thanked President & CEO Corbett for his report and the public speakers for their comments. He also congratulated Brian Wilton on his new position with NJ TRANSIT. Board Member Maroko is sure Brian Wilton will continue to be a great asset to NJ TRANSIT.

**Board Member Narra** said she echoed many of the comments made by her fellow Board Members and did not want to be repetitive. She said in terms of what one of the speakers discussed about an increase in bus or train runs, she wanted to assure anyone listening that she knows NJ TRANSIT administration and staff are keeping a very sharp eye on this and are doing their best to be able to meet whatever the changing ridership demands will be. Board Member Narra noted there were complications and that she believed everyone was aware that there has been a shortage of CDL drivers. She said she has been very satisfied when she asked questions about what administration was doing to ensure they offer adequate service to all riders, and they were keeping an eye on this as Board Members.

**Board Member Ajmani** said her fellow Board Members have contributed to what she would have liked to say and would just say ditto.

**Board Member LaRusso** thanked the public for calling in tonight. She has taken note of all comments and appreciated their time and interest in NJ TRANSIT. She also thanked the staff for all they do but specifically for their effort with mask enforcement, given the increasing numbers in COVID cases due to the Delta variant. Board Member LaRusso said she appreciates their work, and it was not easy.

Board Member LaRusso said she has had the pleasure of working with Brian Wilton over the last three years in this Administration. She has been fortunate to watch Brian Wilton handle complex legal matters that were pretty challenging. Board Member LaRusso noted he has taken the approach of a calm, steady, hand. She knows NJ TRANSIT has enough of their own challenges coming up and Brian Wilton is up for the challenge. Board Member LaRusso wished him all the best.

**Vice Chair Fulton** thanked everyone for calling in. He has come to the realization that NJ TRANSIT runs a very complex networking system that is made up of many complex issues. He said when he hears people present ideas that add value to the conversation, he welcomes them. Vice Chair Fulton said the Transitway Project clearly was new for

them as Board Members, and he looks forward to working with stakeholders who have opinions and thoughts as to how they ultimately end up with this project.

Vice Chair Fulton said he is sure that all of his colleagues would agree that harassment of any type is a zero-tolerance issue, and they will be looking at it and getting briefed with regard to what one of the speakers spoke on about internal processes, procedures, and reporting requirements. He said these were areas that all Board Members were interested in and have inquired about so rest assured this was an area of zero-tolerance across the board and will not be tolerated.

**Chair Gutierrez-Scaccetti** thanked the public speakers. She said it was always good to have public engagement and their comments were certainly appreciated and taken under advisement. She said whether it be about sexual harassment or service complaints or concerns, they always address those and had no doubt that the staff listening will take them seriously and look into them.

Chair Gutierrez-Scaccetti said there was a question about whether they would continue virtual or remote public comments once they were back in person. She said it certainly would be their hope if they were able to get much more input through the virtual process, they would not necessarily want to make people come to the building early in the morning or in the evening when knowing they are traveling for work. Chair Gutierrez-Scaccetti said if they are able to devise a process that works for everyone, that is what they will do. She said Board Member LaRusso represents the Governor's Authorities Unit and this was not the first request she has had amongst many to continue with virtual public comments, and this was definitely on their radar.

Chair Gutierrez-Scaccetti echoed comments about Brian Wilton. She met him three years ago and he has taken on a herculean task of leading as Deputy Chief Counsel in the Governor's Authorities Unit. Chair Gutierrez-Scaccetti has every confidence in the world that he will provide excellent legal service and legal skills to NJ TRANSIT. She said most of all she was pleased that she will be able to keep working with him and he will continue to work with NJ TRANSIT on very important legal matters for the agency.

### **Advisory Committee Report**

**Anna Marie Gonnella Rosato** provided the Advisory Committee Report. She said the North and South Jersey Passenger Advisory Committees have been meeting virtually and will continue to do so through the remainder of the year. She said they would like to thank NJ TRANSIT for providing additional service on the Atlantic City Rail Line during the Atlantic City Air Show on August 18, 2021 and for providing the Meadowlands train service for the Fall pre-season and regular season Jets & Giants football games. They were happy to hear that NJ TRANSIT was offering a welcome back promotional discount to students for the Fall Semester 2021 where they buy three months and get one month free. She said September to November passes purchased get December pass free.

Ms. Gonnella Rosato said NJ TRANSIT hosted a virtual session for public feedback on the proposed New Bus Initiative. She said this project was a redesign of the local bus network in the Greater Newark area. Along with transit zero-emissions plan, NJ TRANSIT released a request for proposal for zero-emissions bus systems designed and investment planning study. The study will develop a roadmap for identifying and prioritizing investments for transitioning to a zero-emissions fleet. By law, all NJ TRANSIT buses made on or after December 2024 must include at least 10-percent zero-emissions buses, 50 percent by December 2026 and 100 percent by December 2032.

Ms. Gonnella Rosato said they were pleased to hear that NJ TRANSIT Board of Directors authorized expenditures of \$40.7 million in federal and state funding for Local Transportation Programs. She said these funds will be used for Seniors/Disabled and Economically Disadvantaged and Rural Residents. On the same day July 21, 2021, NJ TRANSIT Board of Directors adopted a 2021 update to the Five-Year Capital Plan along with the Fiscal Year 2022 authorization to secure funding.

Ms. Gonnella Rosato said she attended Access Link's live virtual event Mobility Matters on August 17, 2021 and was very pleased that NJ TRANSIT was going beyond providing transportation for people with disabilities. ADA will be providing virtual classes for training people with disabilities on how to negotiate and navigate through the Access Link ADA Paratransit app. She said as the Advisory Committee works with the Executive Director and staff on how people with disabilities will work with a cashless means of fare payment, they wholeheartedly support all initiatives. Also, they understand that the TSA extended the mask mandate for public transportation through January 18, 2022, and she concluded her report noting the next Passenger Advisory Committee (PAC) meeting will be held on September 17, 2021.

President & CEO Corbett said before moving onto to the action items he would like to touch on the one item Board Member Adams raised about the "While You've Been Away" campaign and what they are doing as people get ready to return to transit in September. He said they have an extensive list and report on [njtransit.com/progress](http://njtransit.com/progress).

### **Action Items**

#### **2108-56: SECAUCUS-MEADOWLANDS TRANSITWAY PROJECT: CONCEPT AND DESIGN SERVICES CONTRACT AWARD**

President & CEO Corbett introduced Eric Daleo, Senior Vice President, Capital Programs, to present Action Item #2108-56.

Eric Daleo recommended approval of Action Item #2108-56: Secaucus-Meadowlands Transitway Project: Concept and Design Services Contract Award.

Approval was requested to enter into a contract with HNTB of New York, New York, to provide Conceptual Development and Preliminary Engineering services for the

Secaucus-Meadowlands Transitway Project in the amount not to exceed \$3,542,944.75, plus five percent for contingencies, subject to the availability of funds.

Board Member Lauren LaRusso made a motion and Board Member Shanti Narra seconded the motion.

Board Member Adams said, subject to the Board Chair's approval, if Mr. Daleo could explain the four or five step process that this project is going to go through. He knows a few of the speakers were concerned that it appeared that NJ TRANSIT was going into the final design phase but said that was not the case. Board Member Adams asked if Mr. Daleo could explain the phases to give the speakers a better feel of the due diligence they were prepared to do.

Board Member Adams also noticed that this project was being fully funded by NJ TRANSIT and said with the capital to operating transfers, the Capital Plan was not fully funded. He asked why other entities would not be participating in the funding of this project, specifically American Dream and the Meadowlands, and why it appears that NJ TRANSIT was fully funding this project.

Chair Gutierrez-Scaccetti asked Board Secretary to continue polling the Board for comments and she would have Eric Daleo return at the end to answer Board Member Adams question.

Board Member Gordon said his initial thought about the Transitway Project as he read the briefing materials was that this did not seem to be a major priority compared with the many important projects listed in the Five-Year Capital Plan. He did not think it rose to that level of importance, so he did his own additional research. Board Member Gordon said he spoke to some business leaders in the Meadowlands and learned some important things that he thought his colleagues on the Board should be aware of and thought Mr. Daleo could elaborate on.

Board Member Gordon said he learned that there were continuing problems among the tenants at American Dream in getting their employees from the New York train onto the campus. He also learned about the concerns municipal leaders had about the traffic impact of a fully operational American Dream if there was not some alternative for getting people onto the campus. Board Member Gordon said he learned about dead end issues that needed resolution, and commitments made many years ago as a precursor to American Dream, and the athletic team dealing with transportation problems getting people onto the campus. He also learned that there was a need for some kind of Transitway onto this campus but what form it will take remains to be seen and was something to be established in the conceptual study.

Board Member Gordon said he would like to align himself with Board Member Adams comment about the financing and thinks if they decide to go further with this project that they need to explore some financing options. He thinks that there are opportunities for public-private partnerships to fund this project and thinks the sports teams, American

Dream, and other stakeholders should be asked to play a roll. He said he would be voting yes on this project, but before they go any further, they need to know what the total cost will be once they figure out what form the Transitway was going to take and need to get support from others.

Board Member LaRusso echoed Board Member Gordon's comments, noting over the last three years she has worked with the Sports and Exposition Authority in her role with the Governor's office. She has had the opportunity to work with MetLife and American Dream and getting additional services to the Meadowlands Complex was critical. She said this was an important step and she was at the innovation challenge two-years ago and wanted to recognize and thank Chair Gutierrez-Scaccetti for her leadership on this because it was her who brought all of this together. Board Member LaRusso said this was a great step forward, although more work still needs to be done, and she really appreciates all the efforts on this project.

Vice Chair Fulton said that certainly whose money ultimately pays for a project like this was a fair question. He said this process will begin to lay the foundation on how this could work, and investors want to know more too. Vice Chair Fulton said planning always costs money and his experience was that if they do not spend money to do the planning, they end up with what they did or did not pay for.

Vice Chair Fulton said having personally run the Port Authority Bus Terminal for six years, and watched special events from the bus terminal to the stadium, he could say firsthand there was a desperate need for an alternative means of transportation. He said the roadways cannot handle it, and they want to get people out of cars. Vice Chair Fulton said this was the exact kind of project, whatever the end form is, that was desperately needed for customers who want to get there, and trust him, they want to get there. He said anytime there was a special event, leaving from New York going through the tunnel down 495 and up the Turnpike to MetLife was never a fun process both going and coming.

Vice Chair Fulton said anything they can do to make it better for traffic, the environment, and customers was exactly the direction they should be moving in. He thanked everyone for their innovation and said he believes this was the kind of project and planning that will tell where they ultimately will end up and how they ultimately do it.

Chair Gutierrez-Scaccetti said the initial vision for this project was exactly what Board Member Gordon articulated, which was to be able to bring people to these facilities whether it was for work or entertainment. The vision was now larger. They have an extraordinary stadium and what will hopefully develop into an entertainment venue if they actually have a chance to open and function on a regular schedule.

Chair Gutierrez-Scaccetti said think of the people who live in Washington D.C., Baltimore, or Boston that decide they want to come to MetLife for a game or a concert. She said think of them being able to get on a train to attend that game or concert, never being in their cars, no wear and tear and no greenhouse gas emissions. They would just sit on a train and read a book, have something to eat, and be with their families and friends. Chair

Gutierrez-Scaccetti said they would be able to take some form of transit that is both quick and consistent as opposed unfortunately to the situation they have now.

Chair Gutierrez-Scaccetti said that was the vision even so much so that there has been a conversation or two with Amtrak on creating a stop at Secaucus for this very purpose. She gave the staff tremendous credit for pursuing this and pursuing the vision and taking it to the stage where it was at today. Chair Gutierrez-Scaccetti said this was to develop a concept and a design build, operate, maintain, and finance was part of the concept and was certainly something they will look at.

Chair Gutierrez-Scaccetti said there was nobody, whether it be her, the staff, or President & CEO Corbett, that does not agree that there was an excellent opportunity for a public-private partnership of some kind. However, all of this would have to be developed through concept development and she thought it was Vice Chair Fulton who said if we do not at least examine it, there was no way to know. Chair Gutierrez-Scaccetti said yes, sometimes they have to invest some money to refine all of those thoughts and she thinks that was what this project was meant to do.

Chair Gutierrez-Scaccetti commended President & CEO Corbett and his team for continuing to push this forward. She said Board Member Gordon was absolutely right that they have contractual commitments to the Meadowlands and with the American Dream, not made by this Administration, and regrettably not including contributions from either of those entities, to provide better transportation on a more routine basis to both of them. Chair Gutierrez-Scaccetti said when they invest in this, they create better economic development and outcomes for those communities around them. She asked that Eric Daleo elaborate on anything that was not covered before going to a vote.

Eric Daleo said Board Member Adams specifically asked about the phasing of the contract. He said Chair Gutierrez-Scaccetti spoke about phase one and was absolutely right that they were asking the Board for the authority to authorize just for the first phase of the request for proposals for the conceptual design and analysis phase. Mr. Daleo said what they have done and have had success with since 2018, thanks to Chair Gutierrez-Scaccetti and President & CEO Corbett's leadership, was seeking competitive grant funding through the Federal Transit Administration and Federal Railroad Administration. He said one of the reasons for success in the last three years has been because they procured the design contracts with federal terms and conditions and they procure these contracts with additional phases that are ready to activate, as opposed to having to reprocure for additional services later.

Mr. Daleo said this was one of those cases where they were asking the Board for just the authority to authorize phase one, which was the conceptual, and phase two contemplates additional engineering and contract support. He said at the conclusion of phase one, staff will come back to the Board with the concept that they would like to move forward, and then the Board would have the opportunity to consider whether to authorize subsequent phases, including the engineering contract support contemplated in phase two.

As Chair Gutierrez-Scaccetti mentioned, this project was a good candidate for public-private partnership and in light of that, they added a phase three, which was contract support for potential concession services. He said if the Board decides to move forward through a public-private partnership, a design, build, operate, maintain relationship, or other delivery alternative mechanism, they would have contractual support available through this contract ready to authorize. Mr. Daleo said there was a fourth phase, that multiple speakers tonight talked about, which was the desire for this project to be more than just Secaucus to the Meadowlands. They recognize this potential need, and phase four would allow them to perform preliminary engineering for future stages of the project, whether it was all the way to Montclair or to Jersey City.

Mr. Daleo said tonight they were only asking for the Board’s authorization for the first phase for conceptual design.

Chair Gutierrez-Scaccetti asked for a roll call vote and the item was adopted.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Ajmani	LaRusso	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**2108-57: 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**

President & CEO Corbett introduced Michael Kilcoyne, Senior Vice President, Surface Transit & General Manager, Bus Operations, to present Action Item #2108-57.

Michael Kilcoyne recommended approval of Action Item #2108-57: 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.

Approval was requested to (1) approve and ratify the Memoranda of Agreement for Hourly, Field Salary and General Office Clerical employees; and (2) authorize the President & CEO and/or Senior Vice President / General Manager of NJ TRANSIT Bus Operations, Inc. to take all necessary steps to finalize and implement same; and (3) authorize the President & CEO and/or Senior Vice President and General Manager to negotiate, renew and execute related Labor Agreements with the Utility Workers’ Union of America and ATU, Local 819 (NJTMorris), each representing approximately 25 employees.

Board Member James D. Adams made a motion and Board Member Shanti Narra seconded the motion.

Board Member Adams thanked President & CEO Corbett and the team involved because he knows how labor negotiations can be strenuous and drag out for years and years. He thinks the team did a tremendous job to pull this together and he wanted to specifically acknowledge the fact that now for the bargaining units, Juneteenth was a recognized holiday. Kudos and good job to the team.

Board Member Doshi thanked the team for their work on this.

Board Member Gordon thanked the team for negotiating this agreement. He said they all need to recognize the changes that have occurred in the market for those with Commercial Driver's Licenses (CDL's). He said they were now no longer competing only with other transit systems, but they were also competing with all of the package delivery organizations such as Amazon and UPS which have grown considerably in recent years. Board Member Gordon said they have to pay enough in order to get the employees they need to provide the kind of service the public demands.

Board Member Maroko thanked and congratulated President & CEO Corbett and Mike Kilcoyne for reaching such a fair contract with the Union so quickly. He said it was great to see that they reached an agreement that treats the bargaining unit labor well and compensates them fairly.

Board Member Narra said kudos to the team for getting this agreement accomplished.

Board Member Ajmani said that she understands there was some sensible health benefits reforms that came out of these negotiations and for that she wanted to thank and congratulate both the Union and Management.

Board Member LaRusso said she was appreciative to both sides on this agreement and thanked Mike Kilcoyne and staff for all of their hard work.

Vice Chair Fulton congratulated the team for being able to bring this contract to the table.

Chair Gutierrez-Scaccetti said a big ditto to President & CEO Corbett, Mike Kilcoyne, the negotiating team, and the Union because none of these contracts get done without the cooperation of all parties. She recognized the ATU for coming to the table and being partners and getting this settled.

President & CEO Corbett thanked everyone for supporting this contract and he could not say enough about having gone through the pandemic and all the work they did with their brothers and sisters from the Labor Unit whether it was during all of the COVID related issues, vehicle access and protection, and moving essential workers. He said all the while in doing this, they had a tight knit relationship with the Labor Unit to come up with the best

possible solutions. He thanked everyone again for their support and also thanked Mr. Kilcoyne and his team for getting this done.

Chair Gutierrez-Scaccetti asked for a roll call vote and the item was adopted.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Ajmani	LaRusso	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**2108-58: GARDEN STATE OUTDOOR LLC SETTLEMENT AGREEMENT**

President & CEO Corbett introduced William Viqueira, Senior Vice President, Chief Financial Officer & Treasurer, to present Action Item #2108-58.

William Viqueira recommended approval of Action Item #2108-58: Garden State Outdoor LLC Settlement Agreement.

Approval was requested to take any and all actions necessary to settle the litigation and amend the Weehawken License and Atlantic City License in accordance with the terms discussed in Executive Session.

Vice Chair Cedrick T. Fulton made a motion and Board Member Lauren LaRusso seconded the motion. Chair Gutierrez-Scaccetti asked for a roll call vote and the item was adopted.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Ajmani	LaRusso	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**2108-59: PERSONAL INJURY CLAIM OF PIERRE CHEHADE**

President & CEO Corbett introduced William Viqueira, Senior Vice President, Chief Financial Officer & Treasurer, to present Action Item #2108-59.

William Viqueira recommended approval of Action Item #2108-59: Personal Injury Claim of Pierre Chehade.

Approval was requested to settle the claim of Pierre Chehade, through his attorney, at an amount discussed in Executive Session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

Board Member Shanti Narra made a motion and Board Member Bob Gordon seconded the motion.

Board Member Narra said she appreciates all the work by staff and legal team to get this accomplished.

Chair Gutierrez-Scaccetti asked for a roll call vote and the item was adopted.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Ajmani	LaRusso	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**2108-60: PERSONAL INJURY CLAIM OF VIANDY MORALES**

President & CEO Corbett introduced William Viqueira, Senior Vice President, Chief Financial Officer & Treasurer, to present Action Item #2108-60.

William Viqueira recommended approval of Action Item #2108-60: Personal Injury Claim of Viandy Morales.

Approval was requested to settle the claim of Viandy Morales, through her attorney, at an amount discussed in Executive Session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

Board Member James D. Adams made a motion and Board Member Lauren LaRusso seconded the motion. Chair Gutierrez-Scaccetti asked for a roll call vote and the item was adopted.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Ajmani	LaRusso	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**Executive Session Authorization**

Chair Gutierrez-Scaccetti noted they would adjourn to Executive Session, would only return to adjourn the meetings, and no further business would be conducted. Chair Gutierrez-Scaccetti asked for a motion to enter Executive Session to discuss personnel matters, contract negotiations, the status of pending and anticipated litigation,

and matters falling within the attorney-client privilege, including, but not limited to, the Personal Injury Claim of Susan Linton.

Vice Chair Cedrick T. Fulton made the motion, Board Member James D. Adams seconded the motion, and it was adopted. At approximately 7:27 p.m., the Board adjourned to Executive Session.

**Roll Call Vote:**

Adams	Doshi	Gordon	Maroko	Narra	Ajmani	LaRusso	Fulton	Gutierrez-Scaccetti
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

**Return to Open Session**

Board Secretary Zuczek conducted a Roll Call as Board Members returned to Open Session. All Board Members returned to Open Session at approximately 8:09 p.m.

**Adjournment**

Since there was no further business, a motion to adjourn was made by Board Member Shanti Narra, seconded by Board Member Bob Gordon, and adopted. The meetings were adjourned at approximately 8:10 p.m.

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

**AUGUST 25, 2021**

**MINUTES**

**PAGE**

- **CALL TO ORDER** -
- **APPROVAL OF MINUTES OF PREVIOUS MEETINGS** 60508
- **PRESIDENT & CEO'S MONTHLY REPORT** 60509
- **PUBLIC COMMENTS**
- **ADVISORY COMMITTEE REPORT**

**ACTION ITEMS**

- 2108-56 SECAUCUS-MEADOWLANDS TRANSITWAY PROJECT: CONCEPT AND DESIGN SERVICES CONTRACT AWARD** – Authorization to enter into NJ TRANSIT Contract No. 21-017 with HNTB of New York, New York, to provide Conceptual Development and Preliminary Engineering services for the Secaucus-Meadowlands Transitway Project in the amount not to exceed \$3,542,944.75, plus five percent for contingencies, subject to the availability of funds. **60532**
- 2108-57 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 for Hourly, Field Salary and General Office Clerical employees; and (2) authorizes the President & CEO and/or Senior Vice President / General Manager of NJ TRANSIT Bus Operations, Inc. to take all necessary steps to finalize and implement same; and (3) authorizes the President & CEO and/or Senior Vice President and General Manager to negotiate, renew and execute related Labor Agreements with the Utility Workers' Union of America and ATU, Local 819 (NJTMorris), each representing approximately 25 employees. **60542**
- 2108-58 GARDEN STATE OUTDOOR LLC SETTLEMENT AGREEMENT** – Authorization to take any and all actions necessary to settle the litigation and amend the Weehawken License and Atlantic City License in accordance with the terms discussed in Executive Session. **60627**

NEW JERSEY TRANSIT CORPORATION  
NJ TRANSIT BUS OPERATIONS, INC.  
NJ TRANSIT RAIL OPERATIONS, INC.  
NJ TRANSIT MERCER, INC.  
NJ TRANSIT MORRIS, INC.  
REGULARLY SCHEDULED BOARD OF DIRECTORS' MEETINGS  
AUGUST 25, 2021  
MINUTES  
PAGE 2

- 2108-59 PERSONAL INJURY CLAIM OF PIERRE CHEHADE** – Authorization to settle the claim of Pierre Chehade through his attorney, at an amount discussed in Executive Session. The Attorney General has approved the proposed settlement, subject to the availability of funds. **60628**
- 2108-60 PERSONAL INJURY CLAIM OF VIANDY MORALES** – Authorization to settle the claim of Viandy Morales through her attorney, at an amount discussed in Executive Session. The Attorney General has approved the proposed settlement, subject to the availability of funds. **60629**
- **EXECUTIVE SESSION AUTHORIZATION** **60630**
- **ADJOURNMENT**

### **APPROVAL OF MINUTES**

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

**WHEREAS**, pursuant to Section 4(f) of the New Jersey Public Transportation Act of 1979, the minutes of actions taken at the July 21, 2021 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 28, 2021;

**NOW, THEREFORE, BE IT RESOLVED** that the minutes of actions taken at the July 21, 2021 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  
Sheila Y. Oliver, Lieutenant Governor  
Diane Gutierrez-Scaccetti, Commissioner  
Kevin S. Corbett, President & CEO



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

TO: BOARD OF DIRECTORS  
FROM: KEVIN S. CORBETT  
DATE: AUGUST 25, 2021  
SUBJECT: **PRESIDENT & CEO'S REPORT – AUGUST 2021**

For the first time since the onset of the pandemic, NJ TRANSIT resumed service to MetLife stadium, to coincide with the resumption of major events there. This month, we provided seamless rail service to the Guns N' Roses concert, the Jets/Giants pre-season kickoff, and the HOT 97 Summer Jam concert. We will also be providing Meadowlands train service for every Jets and Giants home game, as well as the Army/Navy game on December 11<sup>th</sup>.

As our region continues to open up, we are leveraging our "While You've Been Away" campaign to encourage customers to return to public transit by partnering with PATH to hold virtual "return to work" forums. This month, we're holding two forums – one with leaders from business industry groups and another with senior leadership from large regional employers and educational institutions. PATH General Manager Clarelle DeGraffe and I are hosting these forums to share all the safety measures we've put in place since the onset of the pandemic as employers finalize plans to bring employees back to the workplace. These organizations and employers will help us amplify our message that our transit system is safer, more reliable, and more customer-focused than ever – and we are ready for our customers' return.

Also in support of "While You've Been Away," college students returning to class this fall can enjoy as much as a 60 percent savings on fares. In partnership with participating regional colleges and universities, Student Pass offers full-time students a 25 percent discount off an already-discounted monthly rail, bus, or light rail pass when they buy it via the NJ TRANSIT mobile app. NJ TRANSIT will also welcome back students this year with a unique promotion for the Fall 2021 semester: Buy 3 Months, Get 1 Month Free. For more information, please visit [njtransit.com/studentpass](https://njtransit.com/studentpass).

Our "While You've Been Away" campaign also highlights the more than \$4 billion in advancing infrastructure improvements underway or in the procurement process at NJ TRANSIT. We're more optimistic than ever about critical capital projects advancing through President Biden's \$1.2 trillion infrastructure bill, which passed in the U.S. Senate this month and is now moving through the House. In support of this new bill, NJ TRANSIT proudly helped coordinate and host U.S. Transportation Secretary Pete Buttigieg on August 9<sup>th</sup>, as he tours the country to make the case for this infrastructure investment. The Secretary rode our Raritan Valley Line from Somerville to Westfield, where he and a bipartisan collection of local officials held a roundtable discussion at Westfield Town Hall.

As we work to attract customers back to transit, we're also working to reshape and reimagine our network. On August 12<sup>th</sup>, we held two virtual sessions for the public to provide input on our "NewBus Newark" initiative, which will redesign the local intrastate bus network in the greater Newark area for the first time in several decades. Customers can continue to share feedback – to be incorporated into NJ TRANSIT's final plans – through September 9<sup>th</sup>, at [njtransit.com/newbus](https://njtransit.com/newbus). Completion of the study and final recommendations are expected this fall.

Another forward-looking and transformative project is on our agenda this evening. Tonight, the Board will consider a contract for the concept and design phase of our "Innovation Challenge" Meadowlands Transitway Project. The approval of this contract would bring us one step closer to implementing an innovative and environmentally friendly solution that will allow us to increase capacity and frequency between Secaucus Junction and the Meadowlands Complex.

Our Board will also be voting tonight to approve a new contract with the Amalgamated Transit Union (ATU). This is the first time in agency history that we have achieved a new settlement with the ATU before the prior settlement has expired, which underscores the positive relationship and strong mutual respect between management and labor.

Finally, next month, Brian Wilton – NJ TRANSIT Board member and Deputy Chief Counsel and Director of New Jersey's Governor's Authorities Unit – will be joining NJ TRANSIT to serve as our first-ever General Counsel. This position and department were recommendations in the North Highland assessment ordered by Governor Murphy in 2018. I've worked closely with Brian to transform this organization and have seen firsthand his commitment to NJ TRANSIT and the customers we serve. I am looking forward to Brian joining our team.



**PRESIDENT & CEO'S MONTHLY REPORT**  
**August 25, 2021**

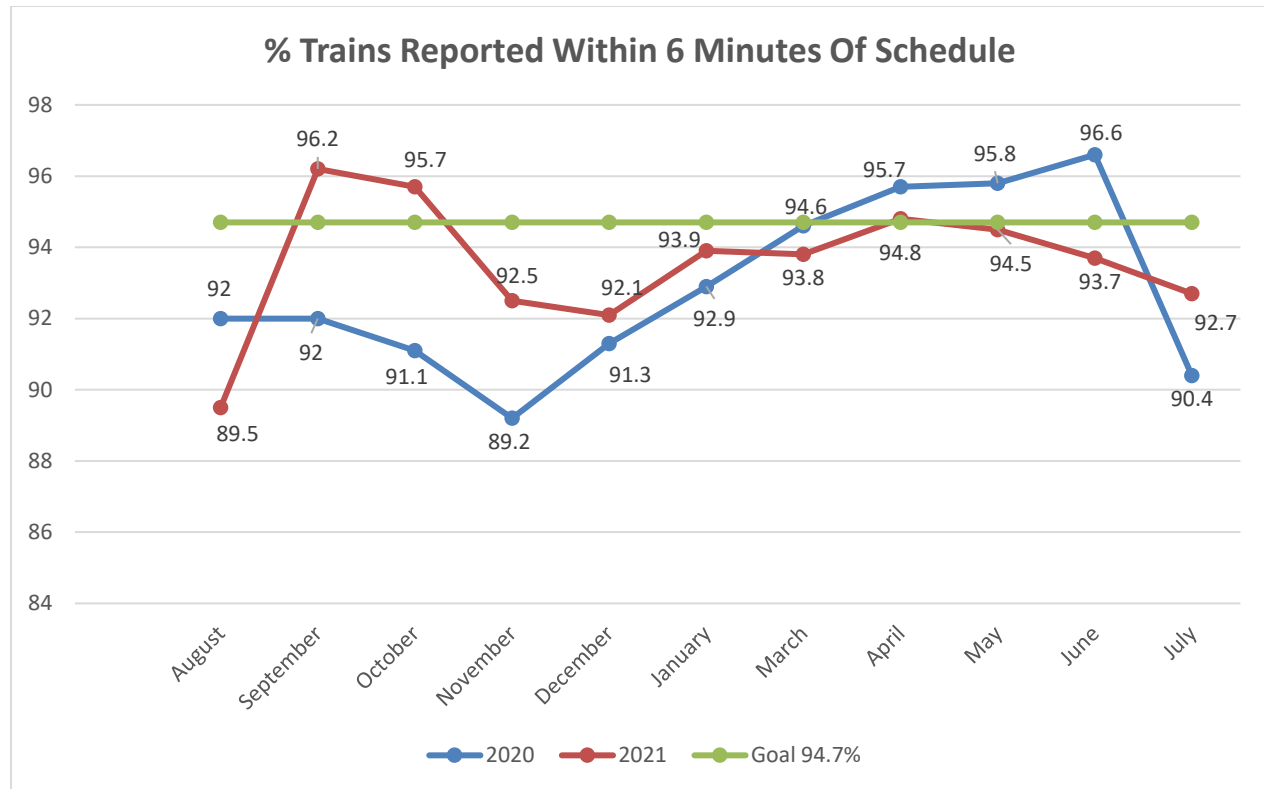
# **PRESIDENT & CEO'S MONTHLY REPORT**

## **August 25, 2021**

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

# **PERFORMANCE MEASURES**

# NJ TRANSIT ON-TIME PERFORMANCE RAIL AUGUST 2019 – JULY 2021



	<u>2020</u>	<u>2021</u>	<u>%Change</u>
<b>July Comparison</b>	90.4%	92.7%	2.3%
<b>12-Month Average August, 2019 – July, 2021</b>	92.6%	93.5%	0.9%

**Analysis:**

Rail On-time Performance was 92.7% for July, 2021. Of the 17,805 trains scheduled to operate, 16,497 were on time, while 1,308 trains (or 7.3%) were delayed.

**Key Causes included:**

- NJT weather related, electric locomotive issues and dual mode engine issues contributed 118 delays on July 6.
- Amtrak signal issue weather related, Metro North signal issue weather related, NJT grade crossing accident, diesel issue, programmed maintenance, trespasser, weather related delay and trackside interference contributed 131 delays on July 8.
- Amtrak programmed maintenance, NJT weather related delay, grade crossing issue and PTC mechanical contributed 54 delays on July 17.

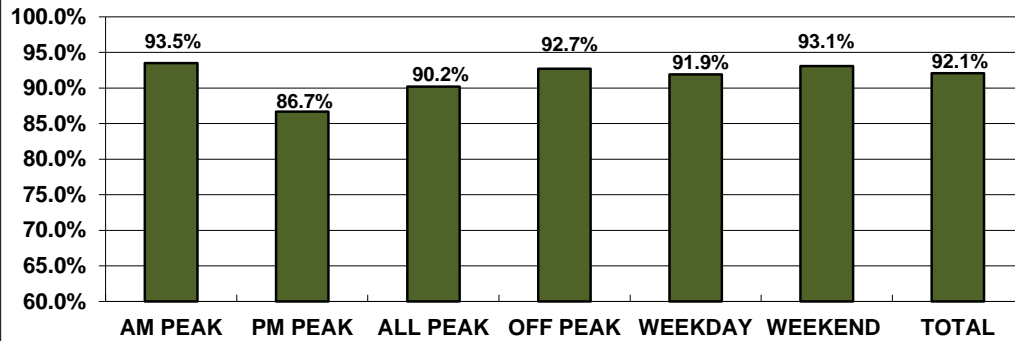
The 12-month Average for Rail On-Time Performance was 93.5%.

# ON-TIME PERFORMANCE RAIL

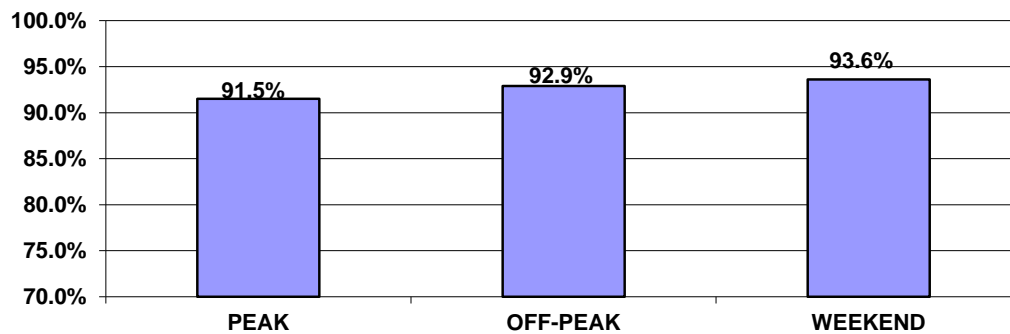
## SUMMARY BY TIME PERIOD July 2021

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

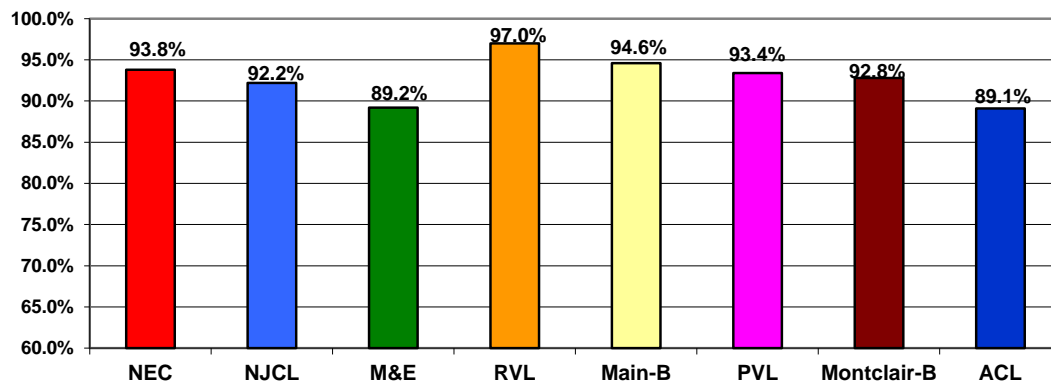
### % NEW YORK PENN STATION Trains Reported On Time \*



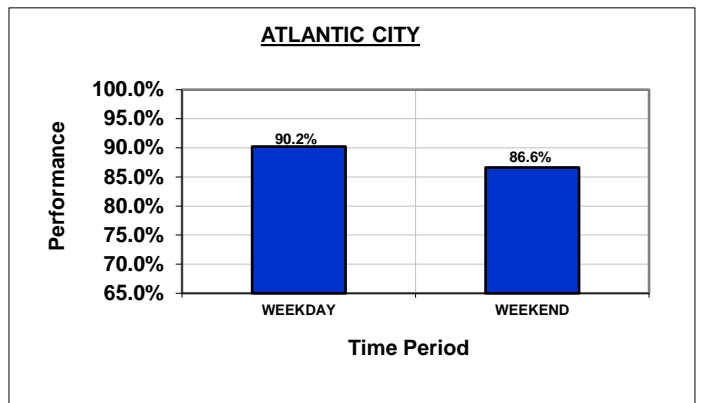
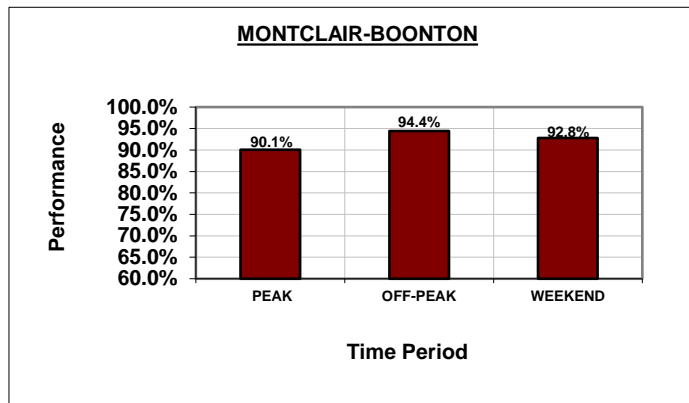
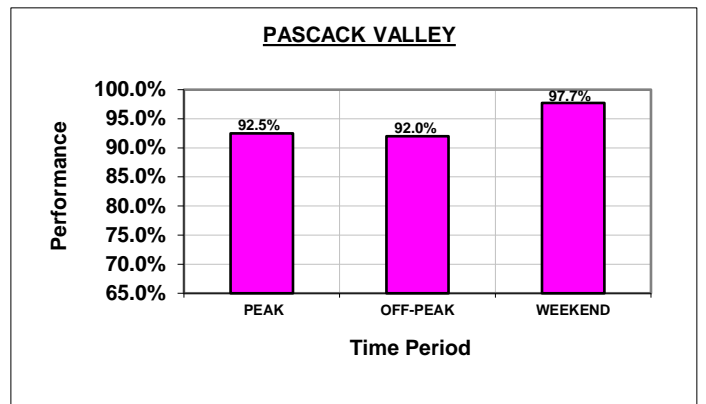
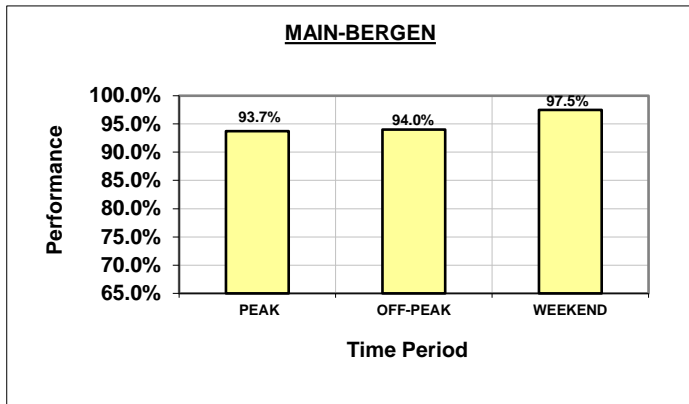
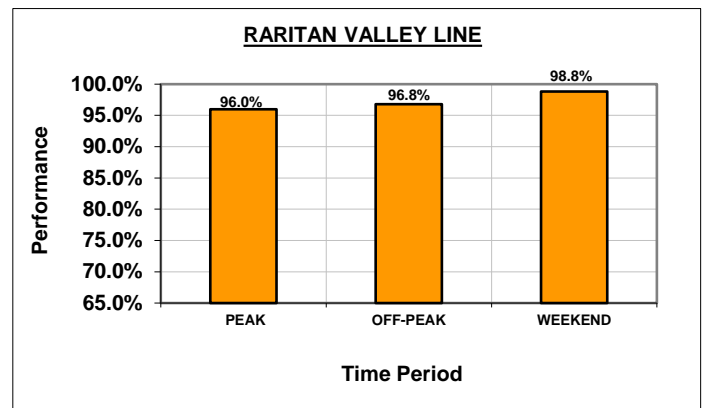
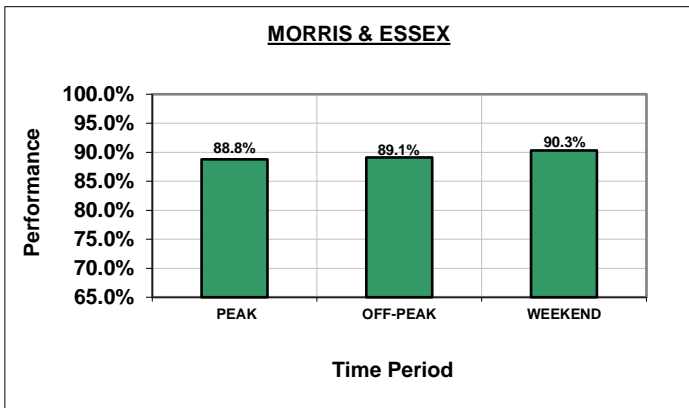
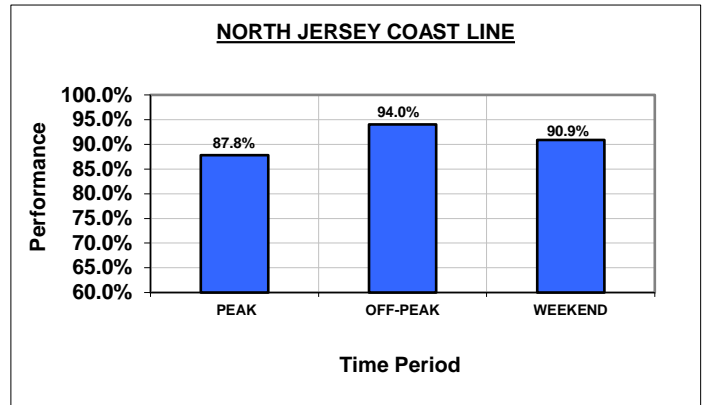
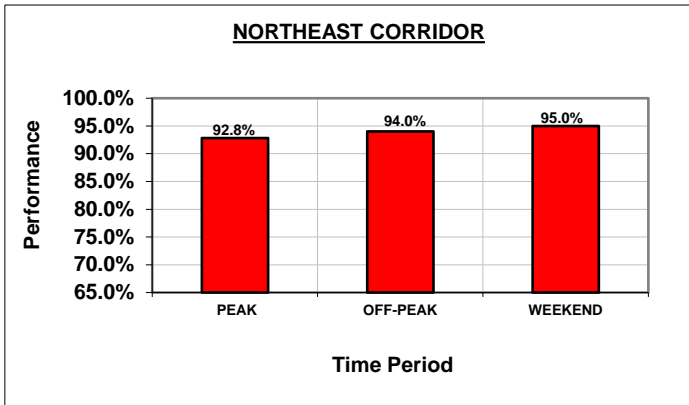
### % SYSTEMWIDE Trains Reported On Time



### % BY LINE Trains Reported On Time



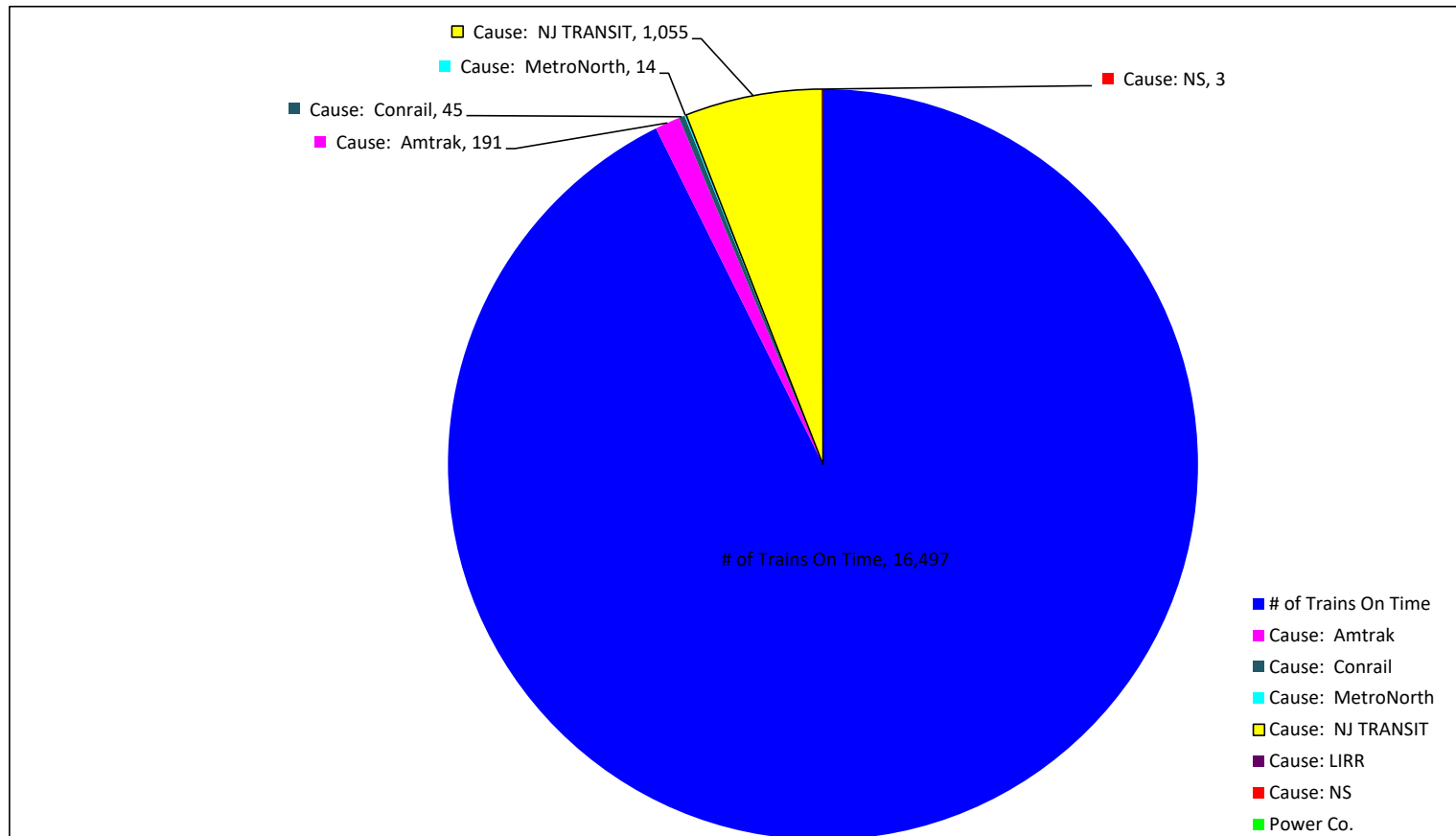
# ON-TIME PERFORMANCE BY RAIL LINE & TIME PERIOD July 2021



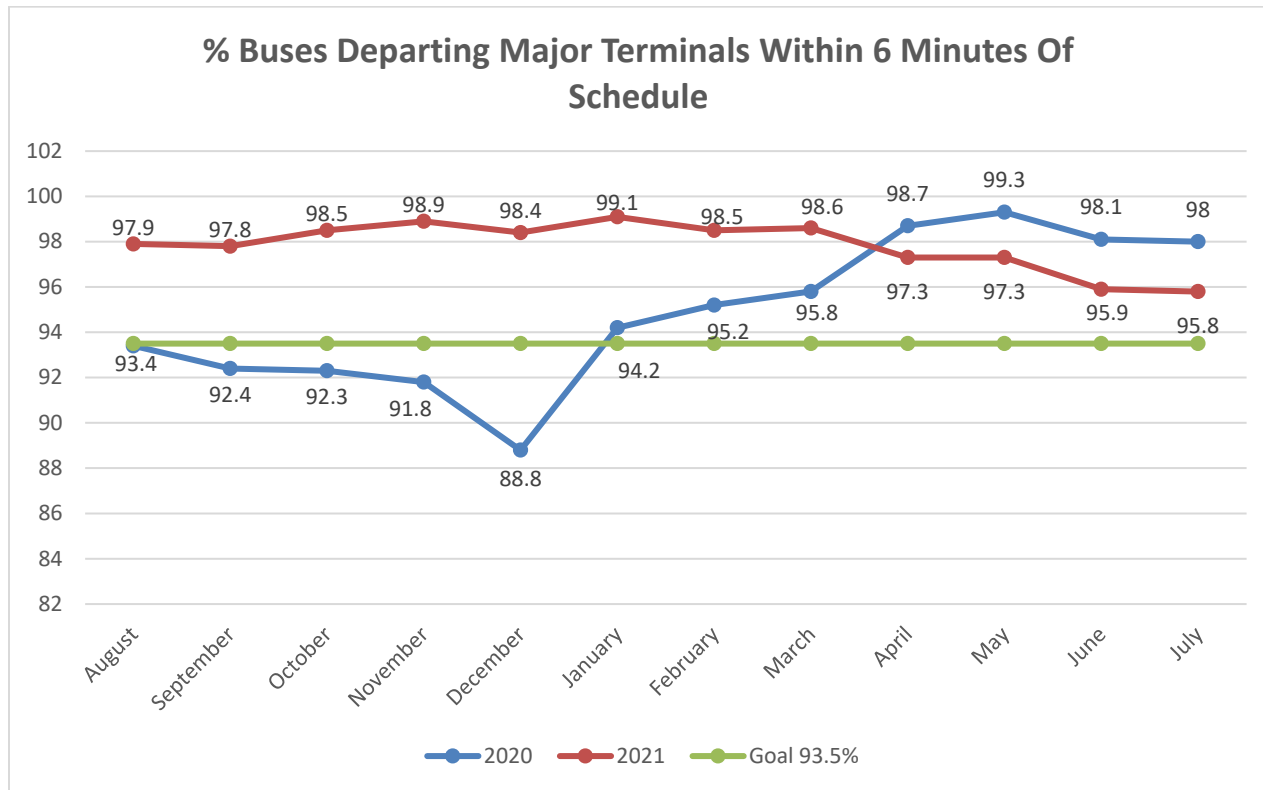
### NJ TRANSIT Performance - July 2021

#### Late NJ TRANSIT Trains

# of Trains On		Cause: Amtrak	Cause: Conrail	Cause: MetroNorth	Cause: NJ TRANSIT	Cause: LIRR	Cause: NS	Power Co.
# of Trains On Time	16,497	191	45	14	1,055		3	
# of Late Trains	1,308	1.07%	0.25%	0.08%	5.93%	0.00%	0.02%	0.00%
Total # of Trains	17,805							
Percentage On Time	92.7%							



# NJ TRANSIT ON-TIME PERFORMANCE BUS August 2019 – July 2021



	<u>2020</u>	<u>2021</u>	<u>%Change</u>
<b>July Comparison</b>	98.0%	95.8%	-2.2%
<b>12-Month Average Aug 2020 – July 2021</b>	94.8%	97.8%	3.0%

**Analysis\*:**

Bus On-Time Performance systemwide was 95.9% for the month of July 2021. Of the 41,271 scheduled departures, 1745 experienced delays.

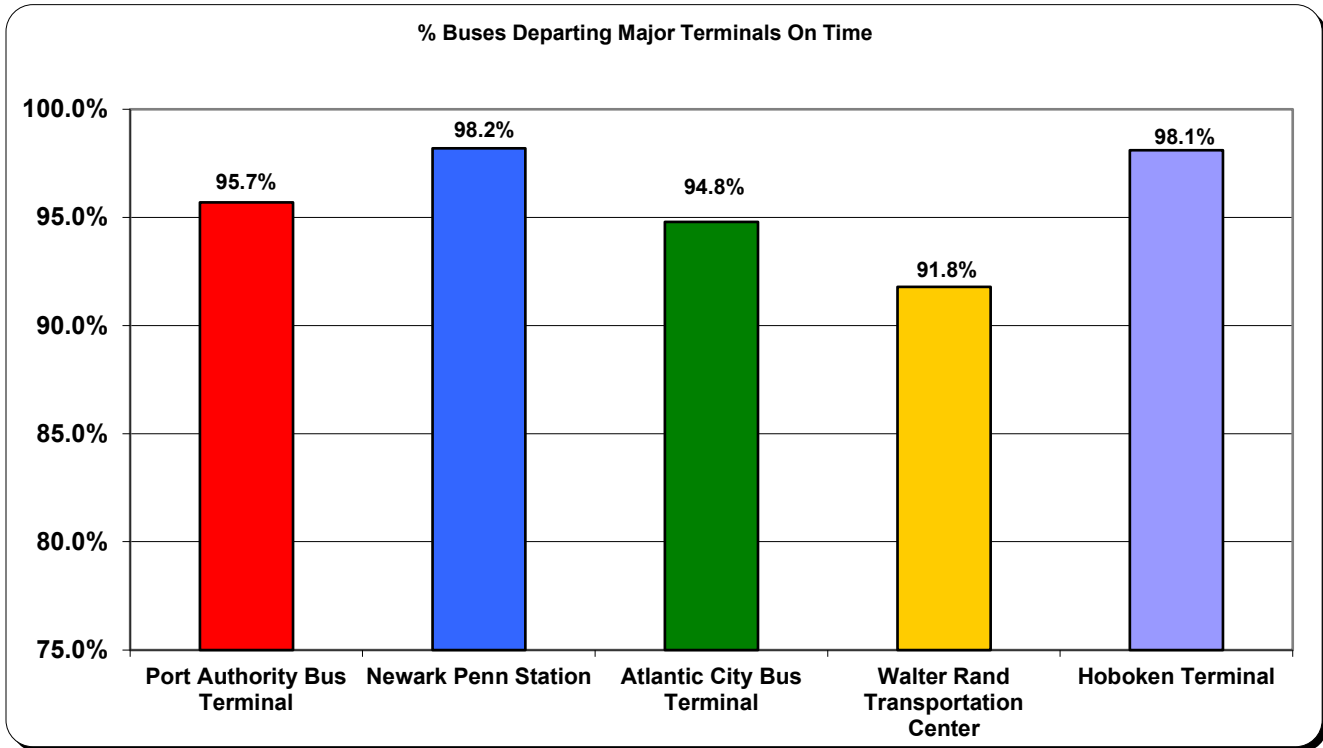
**Key Causes included:**

- At PABT, on the 7<sup>th</sup>, overturned tractor trailer on the Turnpike caused delays.
- At Newark Penn, on the 6<sup>th</sup>, motor vehicle accident, mechanical and operational issues along with road closures for construction caused delays. On the 28<sup>th</sup>, mechanical issues and DOT inspections caused significant delays along with traffic volume on major roads. On the 30<sup>th</sup>, police activity, mechanical and operational issues and road closures and detour caused delays.
- For various other locations, minor delays were caused due to weather, detours, traffic, and road construction on various days.

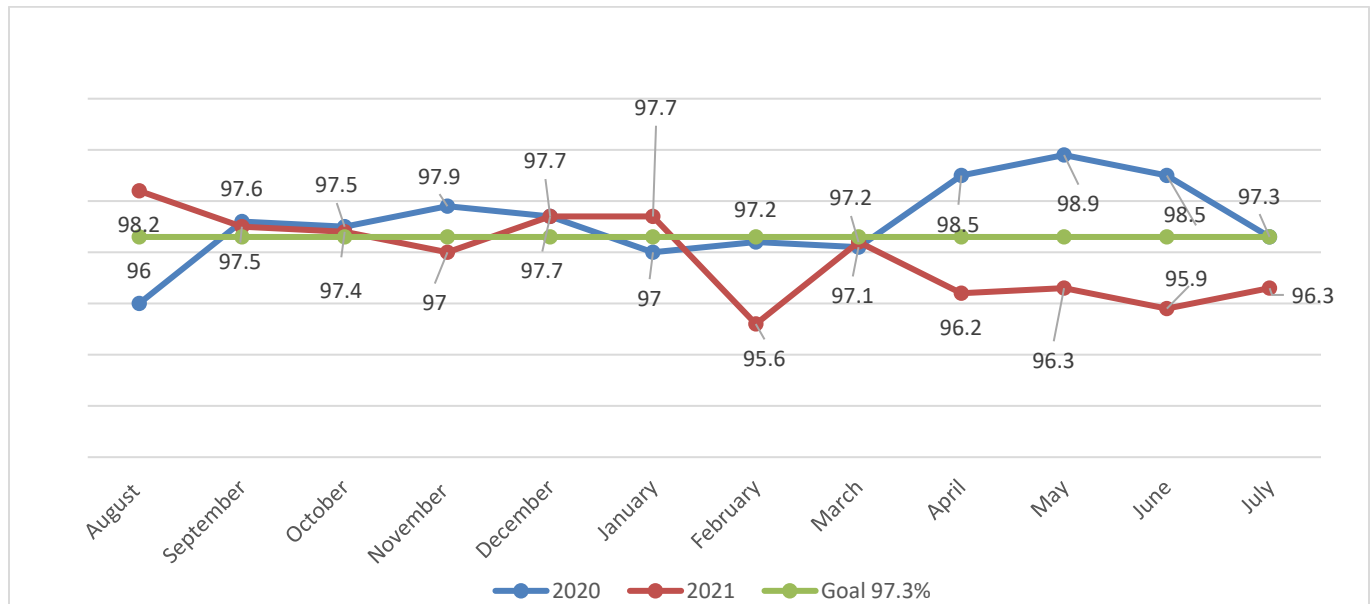
The 12-month average for Bus On-Time Performance was 97.8%.

# ON-TIME PERFORMANCE BUS

## SUMMARY BY TERMINAL



## NJ TRANSIT ON-TIME PERFORMANCE LIGHT RAIL August 2019 – July 2021



	<u>2020</u>	<u>2021</u>	<u>%Change</u>
<b>July Comparison</b>	97.3 %	96.3 %	-1.0%
<b>12-Month Average August 2020 – July 2021</b>	97.6%	96.9%	-0.7%

**Analysis:** Light Rail On-Time Performance system wide was 96.3% for the month of July. Of the 27,285 scheduled departures, 971 experienced delay. **Key Causes included:**

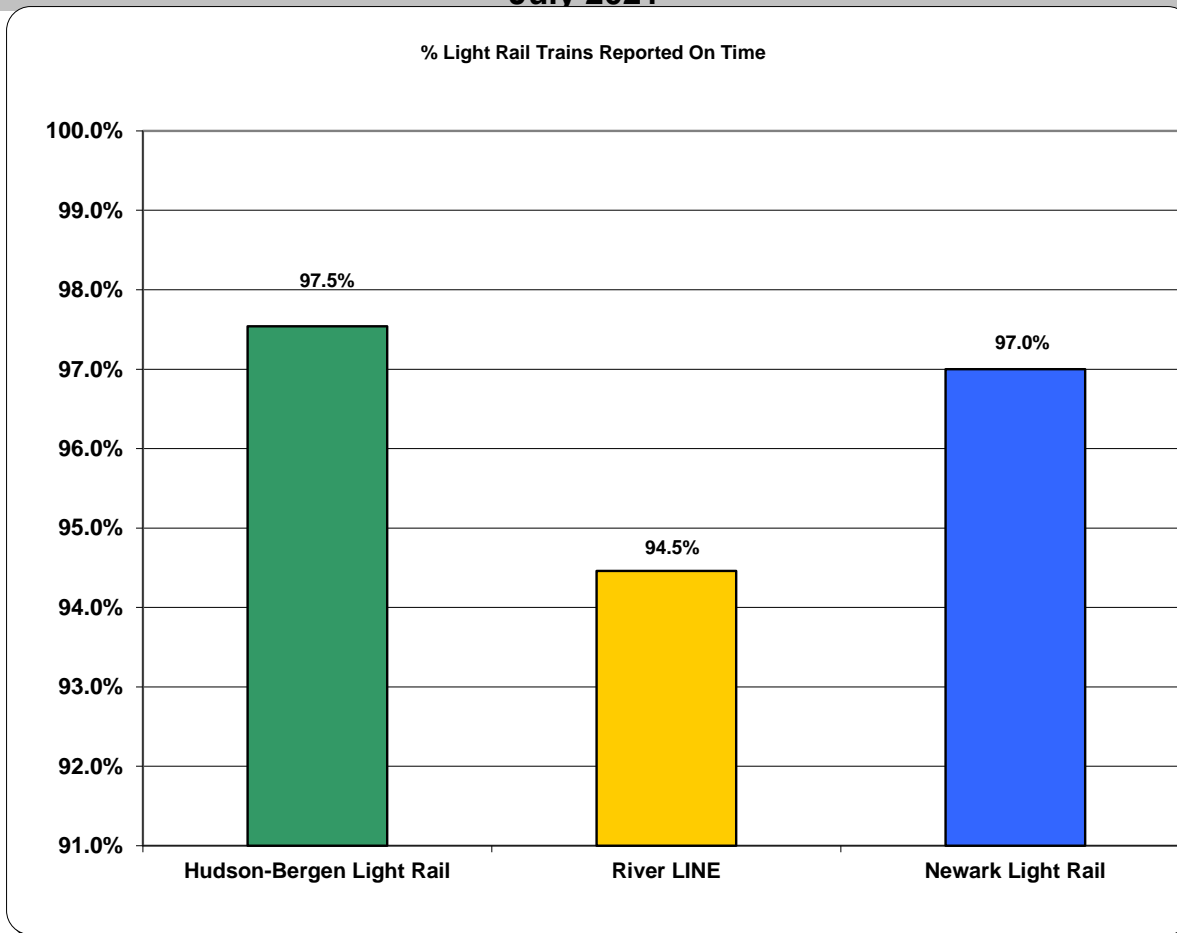
- **Newark Light Rail** – Personnel issues, police activity, mechanical issues and lack of equipment impacted service on multiple days this month.
- **River LINE** – Equipment issues, passenger altercations and police activity affected multiple trains on multiple dates.
- **HBLR** – Equipment issues, motor vehicles fouling on the tracks, police and fire department activity, split rail operations, passenger issues and a tree branch obstructing the tracks affected multiple trains on multiple dates.

The 12-month Average for Light Rail On-Time Performance was 96.9 %

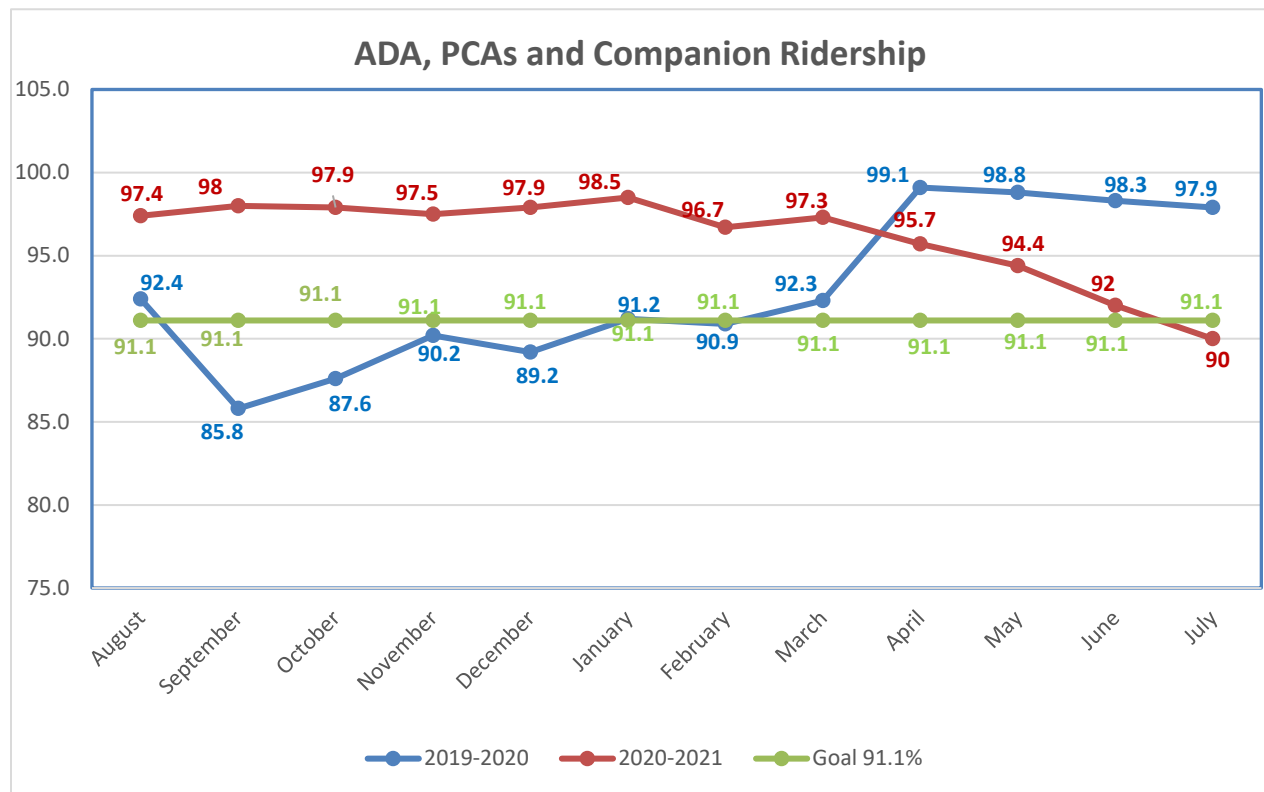
# ON-TIME PERFORMANCE LIGHT RAIL

## SUMMARY BY LINE July 2021

% Light Rail Trains Reported On Time



## NJ TRANSIT ON-TIME PERFORMANCE ACCESS LINK AUGUST 2019– JULY 2021



	<u>2020</u>	<u>2021</u>	<u>%Change</u>
<b>July Comparison</b>	97.9%	90.0%	-7.9%
<b>July Ridership</b>	70,704	100,948	30,244
<b>12-Month Average August 2020 – July 2021</b>	92.8%	96.1%	3.3%

**Analysis:**

Access Link On-Time Performance was 90.0% for July 2021. In serving 111,893 total riders, for 100,948 ADA customers trips, 10,048 (or 10.0%) experienced delays.

Key Causes included:

- Increased road congestion
- Flooding in Newark on 7/19/21
- Major water main break in Kearny area on 7/23/21
- Vehicle operator coverage and recruiting challenges
- Customer no-shows and delays

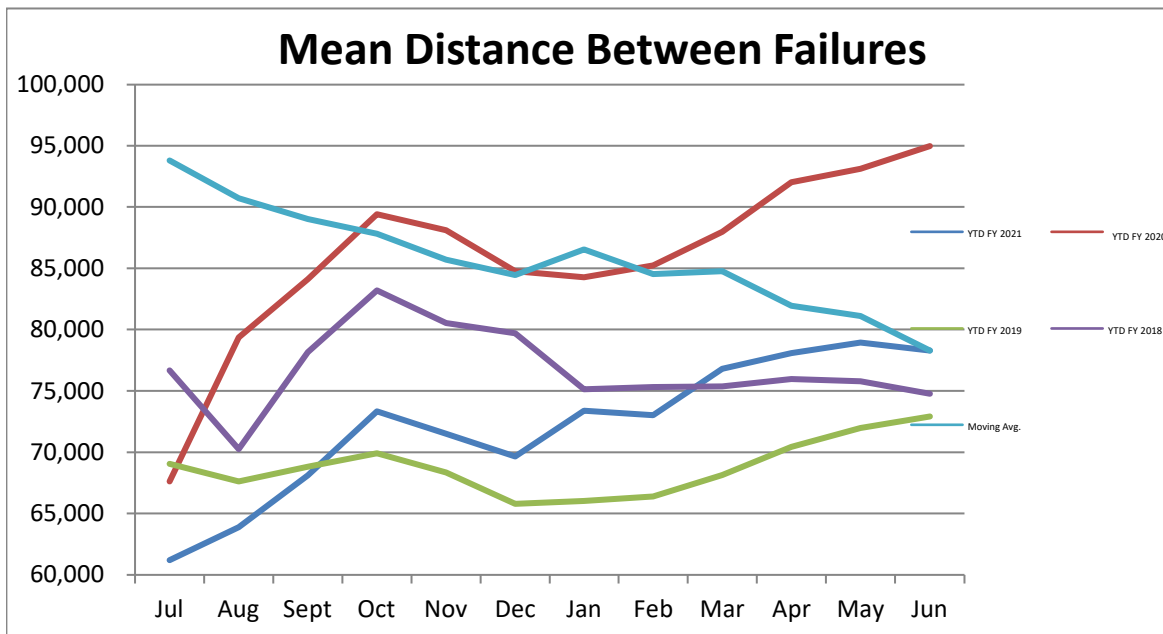
The 12-month Average for Access Link On-Time Performance was 96.1%.

# **MEAN DISTANCE BETWEEN FAILURES**

June 2021

**NJ TRANSIT Rail Operations**  
**Mean Distance Between Failures**

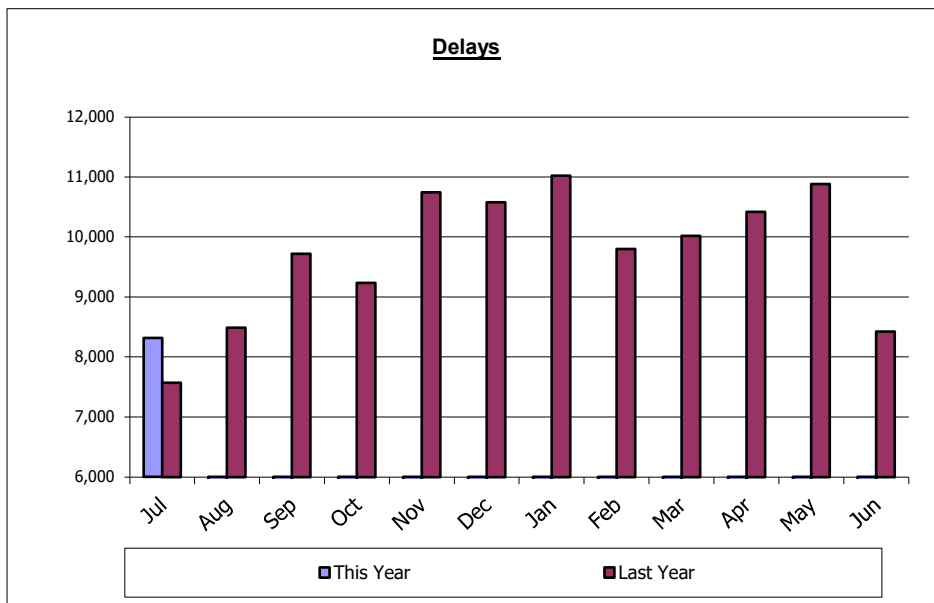
Month	YTD FY2021	YTD FY2020	YTD FY2019	YTD FY2018	12 Month Moving Avg.
Jul	61,198	67,634	69,055	76,674	93,809
Aug	63,891	79,350	67,612	70,263	90,718
Sept	68,109	84,111	68,823	78,151	89,016
Oct	73,320	89,410	69,913	83,213	87,817
Nov	71,498	88,101	68,356	80,523	85,702
Dec	69,664	84,773	65,796	79,711	84,451
Jan	73,392	84,273	66,025	75,139	86,531
Feb	73,030	85,233	66,391	75,324	84,529
Mar	76,790	87,973	68,141	75,376	84,772
Apr	78,072	92,007	70,447	75,968	81,931
May	78,962	93,119	71,986	75,787	81,101
Jun	78,300	94,969	72,930	74,776	78,300



### Garage Performance Parameters

#### July 2021

Location	Miles Between In-Service Delays			
	FY2022 Goal	This Month	FY2022 YTD	FY2021 YTD
Fairview	5,500	6,140	6,140	2,839
Greenville	7,000	6,812	6,812	4,991
Market Street	8,000	3,597	3,597	4,550
Meadowlands	9,500	6,966	6,966	4,989
Oradell	10,000	6,514	6,514	6,754
Wayne	16,000	14,493	14,493	16,815
<b>Northern Division</b>	<b>-</b>	<b>6,653</b>	<b>6,653</b>	<b>6,022</b>
Big Tree	8,800	5,228	5,228	3,477
Hilton	10,200	6,815	6,815	4,527
Howell	16,750	21,476	21,476	24,620
Ironbound	9,600	7,825	7,825	7,050
Orange	9,250	4,083	4,083	4,091
Morris	10,500	25,853	25,853	23,623
<b>Central Division</b>	<b>-</b>	<b>7,833</b>	<b>7,833</b>	<b>6,691</b>
Egg Harbor	15,000	10,780	10,780	17,522
Hamilton	13,000	15,952	15,952	8,773
Newton Avenue	14,000	12,697	12,697	13,941
Washington Twp.	16,000	16,674	16,674	17,345
<b>Southern Division</b>	<b>-</b>	<b>13,268</b>	<b>13,268</b>	<b>14,980</b>
<b>Bus Operations</b>	<b>-</b>	<b>8,315</b>	<b>8,315</b>	<b>7,569</b>

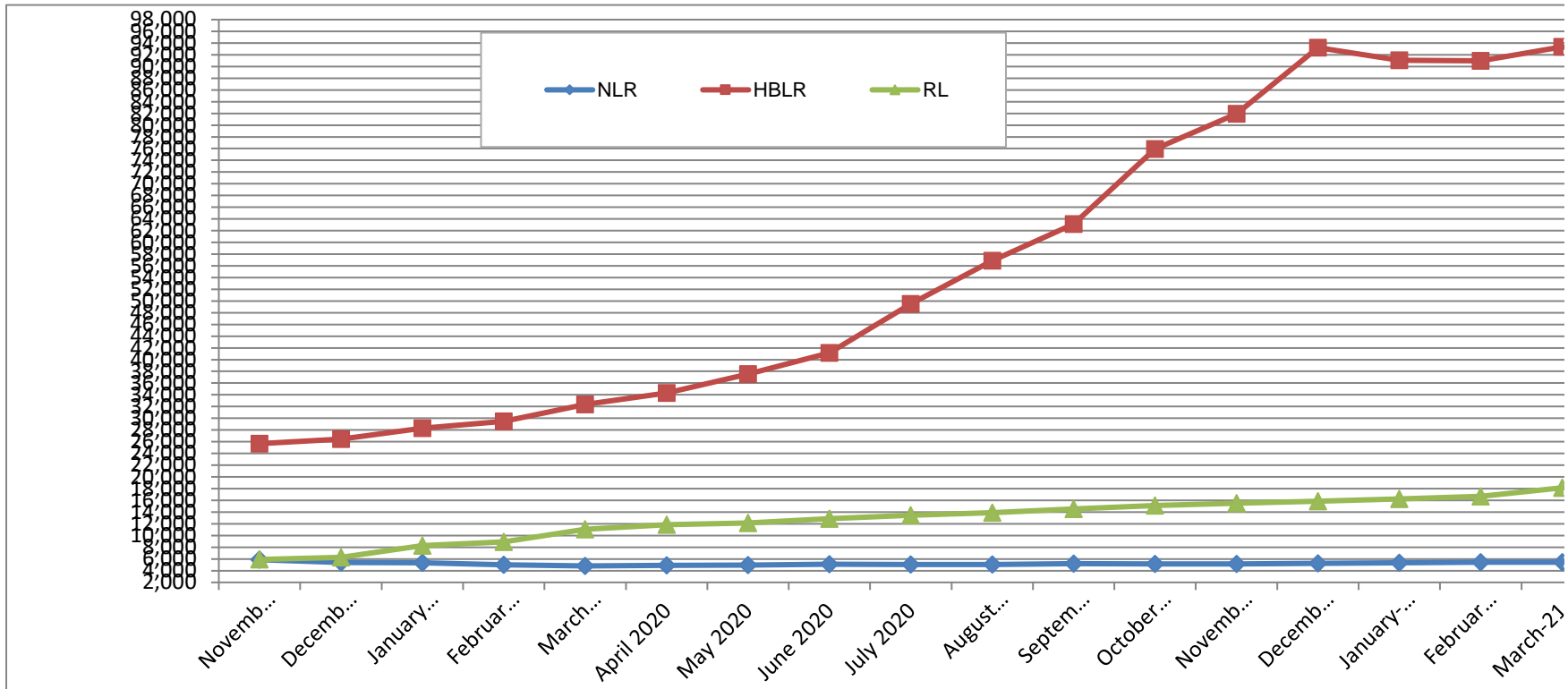


# NJ TRANSIT - LIGHT RAIL, July 2021

## Average Miles Between In Service Failures

NJT LIGHT RAIL	MDBSF * July 2021	MDBSF * June 2021
Newark Light Rail	4,850	4,918
Hudson Bergen	91,636	91,573
River LINE	20,986	20,830

### AVERAGE MILES BETWEEN IN-SERVICE MECHANICAL FAILURES



# **DBE/SBE PROGRAM**

NJ TRANSIT - DBE/SBE Participation for July 2021**State Funded Contracts****State Fiscal Year 2022 - July 1, 2021 through June 30, 2022**

During the month of **July 2021** NJ TRANSIT awarded **\$5,234,654.78** in state funded contracts. Of that total, Small Business Enterprises (SBEs) received **\$2,888,695.00** or **55.18%**.

**State Fiscal Year 2022 YTD** (July 1, 2021 through June 30, 2022) NJ TRANSIT awarded **\$5,234,654.78** in state funded contracts. Of that total, SBEs received **\$2,888,695.00** or **55.18%**.

*Note: The above reflects the Procurement Report of Awards received on August 3, 2021.*

**SBE Goal Attainment from July 1, 2021 through June 30, 2022 (SFY 2021)**

Category 1 SBEs	\$55,980.00	1.07%
Category 2 SBEs	\$0.00	0.00%
Category 3 SBEs	\$2,832,715.00	54.11%
Category 4 SBEs	\$0.00	0.00%
Category 5 SBEs	\$0.00	0.00%
Category 6 SBEs	\$0.00	0.00%

**FTA Funded Contracts (Updated Quarterly – next update will occur October 2021)****Federal Fiscal Year (FFY) 2021 - October 1, 2020 through September 30, 2021**

During the **3<sup>rd</sup> Quarter** (April 1, 2021 – June 30, 2021) the FTA-funded share of NJ TRANSIT's federal contract awards was **\$7,191,460.81**. Of that total, Disadvantaged Business Enterprises (DBEs) received **\$1,407,500.46** or **19.57%**.

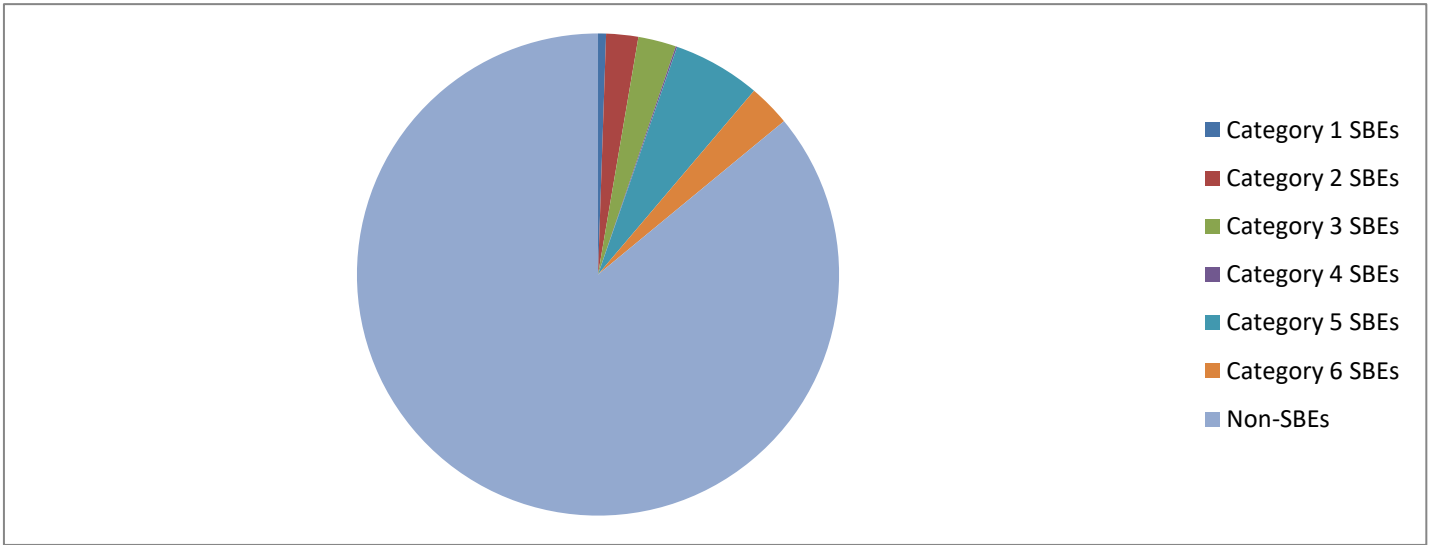
**FFY 2020 through FFY 2021 Q3** (October 1, 2019 – June 30, 2021) NJ TRANSIT awarded **\$386,127,632.91\*\*** in federally funded contracts. Of that total, DBEs received **\$32,896,720.68** or **8.520%**.

*\*Numbers reflect federal share*

*\*\* Number includes subrecipient awards*

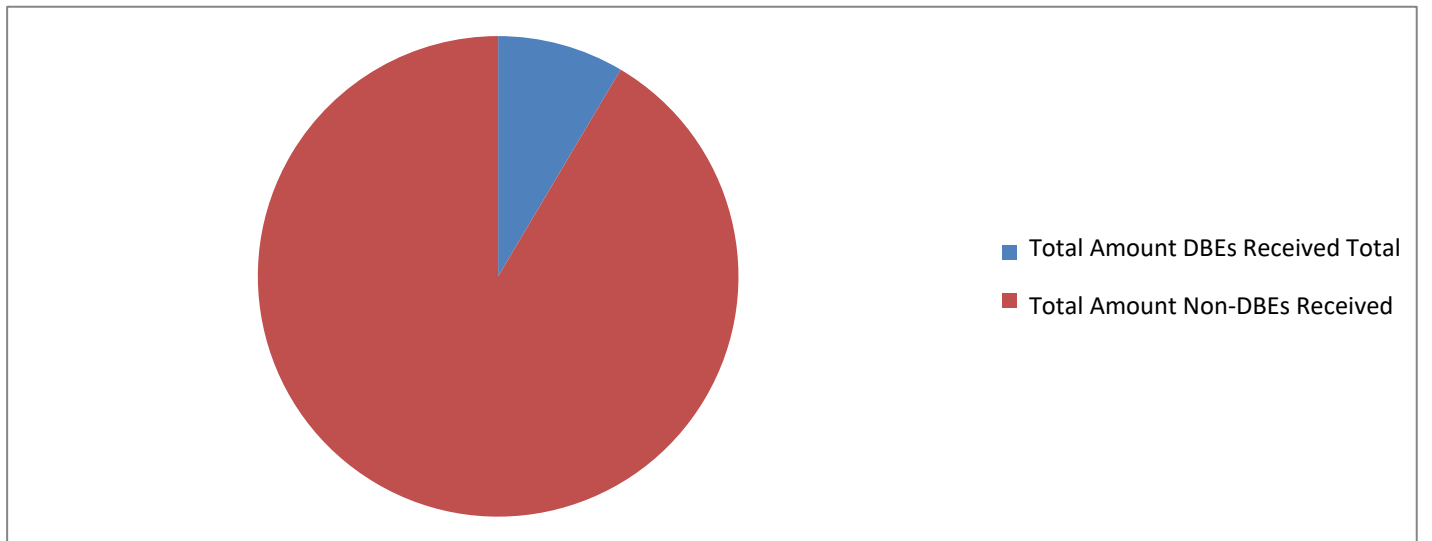
STATE CONTRACTS  
STATE FYTD 2021

<i>Category 1 SBEs</i>	<b>\$1,745,828.46</b>	<b>0.54%</b>
<i>Category 2 SBEs</i>	<b>\$7,004,718.95</b>	<b>2.15%</b>
<i>Category 3 SBEs</i>	<b>\$8,294,649.05</b>	<b>2.54%</b>
<i>Category 4 SBEs</i>	<b>\$325,843.00</b>	<b>0.10%</b>
<i>Category 5 SBEs</i>	<b>\$19,164,152.27</b>	<b>5.88%</b>
<i>Category 6 SBEs</i>	<b>\$9,201,729.55</b>	<b>2.82%</b>
<i>Non-SBEs</i>	<b>\$280,324,698.30</b>	<b>85.97%</b>



DBE PARTICIPATION  
FEDERAL CONTRACTS  
FEDERAL FY 2020-2022

<b>Total Amount DBEs Received</b>	<b>\$32,896,720.68</b>	<b>8.520%</b>
<b>Total Amount Non-DBEs Received</b>	<b>\$353,230,912.23</b>	<b>91.48%</b>



# **EMPLOYEE RECOGNITION**

The following NJ TRANSIT employees retired recently:

1. John Collins, Supervisor Communications -- Various -- 30 years
2. Victor Corcino, Block Operator -- Morgan -- 18 years
3. Carol Franklin, Asst Supt Transp -- Atlantic City --25 years
4. James Greer, Asst Conductor -- Various -- 25 years
5. Anthony Hernandez, Inspector Signal Repair -- Woodridge -- 35 years
6. William Kriston, Lead Maintainer -- Raritan -- 16 years
7. Vincent Owes, Conductor -- Various -- 36 years
8. James Pielach, Spec-Communications -- MMC- RADIO-SH -- 32 years
9. Angel Serrano, Vehicle Operator -- Hoboken -- 39 years
10. Michael Stewart, Conductor -- Various -- 35 years
11. Frank Strunk, Locomotive Engineer -- Various --53 years
12. Monica Maybin, Operator -- Ironbound -- 19 years
13. Jean Gabriel, Operator -- Orange -- 10 years
14. Charles Hardy, Repairman A -- Egg Harbor -- 9 years
15. Jean Gravil, Operator -- Newton Avenue -- 19 years
16. Ireneo Libiran, Operator -- Oradell -- 10 years
17. Jean Michel, Operator -- Orange -- 14 years
18. Carmen Presti, Operator -- Egg Harbor -- 29 years
19. Bridgemohan Ramdeen, Operator -- Oradell -- 20 years
20. Deborah Robinson, Operator -- Wayne -- 23 years
21. Derrick Senior, Operator -- Ironbound -- 26 years
22. Roy Tyrell, Operator -- Market Street -- 15 years
23. Aida Allen, Operator -- Hilton -- 9 years
24. Dmytro Babynyuk, Mechanic A -- Newark Bus -- 19 years
25. Larry Barnes, Repairman -- Fairview -- 26 years
26. Russel Battles, Operator -- Hilton -- 18 years
27. Joseph Ciancio, STK CLK Garage -- Newton Avenue -- 30 years
28. Giuseppe De Pierro, Mechanic A -- Newark Bus -- 18 years
29. Leola Horne, Depot MSTR -- Fairview -- 26 years
30. Marek Kramarczyk, Operator -- Big Tree -- 15 years
31. Jean Merise, Operator -- Washington Township -- 19 years
32. Maria Picado, Operator -- Hilton -- 20 years
33. Daryl Porter, Operator -- Orange -- 25 years
34. James Ricks, Operator -- Hilton -- 18 years
35. Carlton Singleton, Stock Clerk -- Wayne -- 21 years
36. Maria Tejada, Operator -- Ironbound -- 18 years
37. Derek Thomas, Maintainer A -- Hilton -- 21 years
38. Leo Wilson, Chief Clerk Tel -- Maplewood -- 29 years
39. Luis Daza, Operator -- Meadowlands -- 20 years

# **ACTION ITEMS**

# Item 2108-56: Secaucus to Meadowlands Transitway Project: Concept and Design Services Contract Award



# 2019: Meadowlands Innovation Challenge

**NJT INNOVATION CHALLENGE**

**THE MEADOWLANDS / FACT SHEET**

**PROJECT DETAILS:**

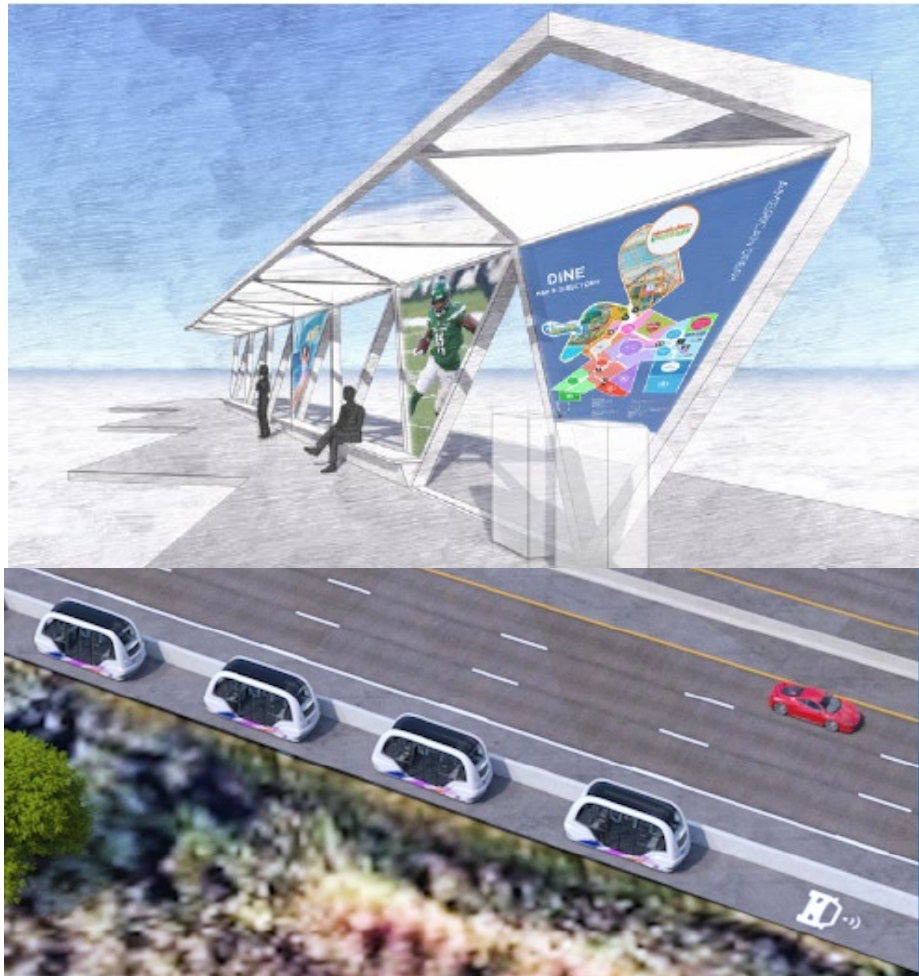
<b>Number of MetLife attendees:</b> <b>82,500</b> NFL Games <b>52,000</b> Concerts	<b>Estimated hourly capacity for the Meadowlands Complex</b> <b>20,000</b> Riders	<b>Annual American Dream visitors:</b> <b>40 MILLION+</b> (Estimated)	<b>American Dream NJ TRANSIT riders:</b> <b>500 - 6,000</b> <b>PER HOUR</b> (depending on season, day of week, and time of day)	<b>Length of current alignment:</b> <b>7 MILES</b>	<b>Average Trip Time:</b> <b>30 MINUTES</b> (Includes brake test + changing ends)	<b>River Crossings:</b> <b>HACKENSACK RIVER BRIDGE</b>
--	---	---	--	---	---	---

**RELEVANT SITES:**

- FRANK R. LAUTENBERG STATION AT SECAUCUS JUNCTION
- HACKENSACK BRIDGE RIVER CROSSING
- MEADOWLANDS LINE ROW (overlaps with Bergen Main Line)
- MEADOWLANDS STATION
- MEADOWLANDS SPORTS AND ENTERTAINMENT COMPLEX  
 Meadowlands Race Track  
 American Dream Mall  
 MetLife Stadium

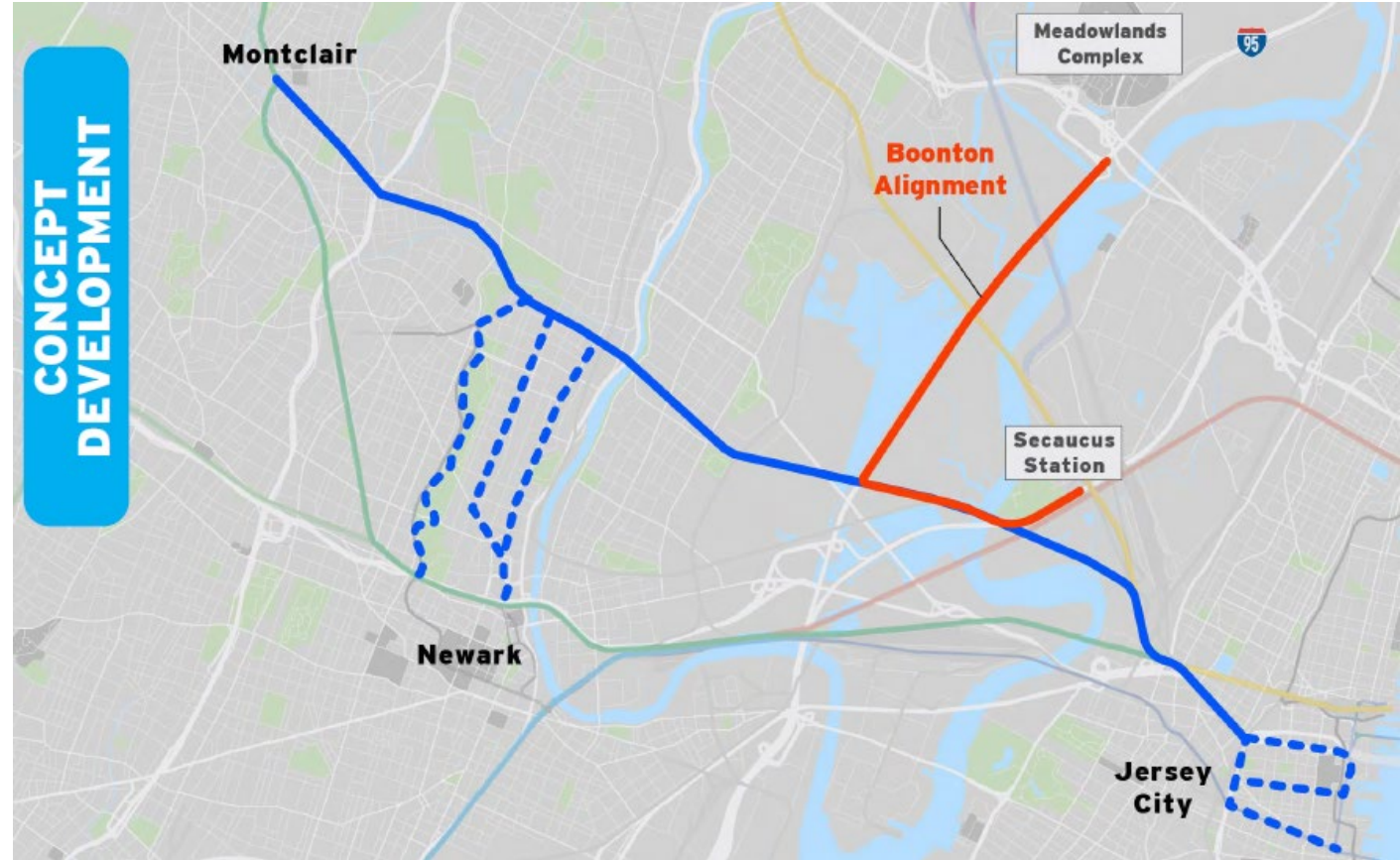
**NJ TRANSIT**  
The Way To Go.

# 2021: Secaucus Meadowlands Transitway



# Project Objectives

1. **Increase transit access to Meadowlands**
2. **Create core system for future expansion**
3. **Support partner bike and ped goals**



# Project Footprint (Concept)



# RFP/Contract Phasing

**Phase 1      Conceptual Design and Analyses**

**Phase 2      Engineering and Contract Support for Stage 1 (As Directed)**

**Phase 3      Contract Support for Concession Services (As Directed)**

**Phase 4      Preliminary Engineering (up to 30%) for Future Stages  
(As Directed)**

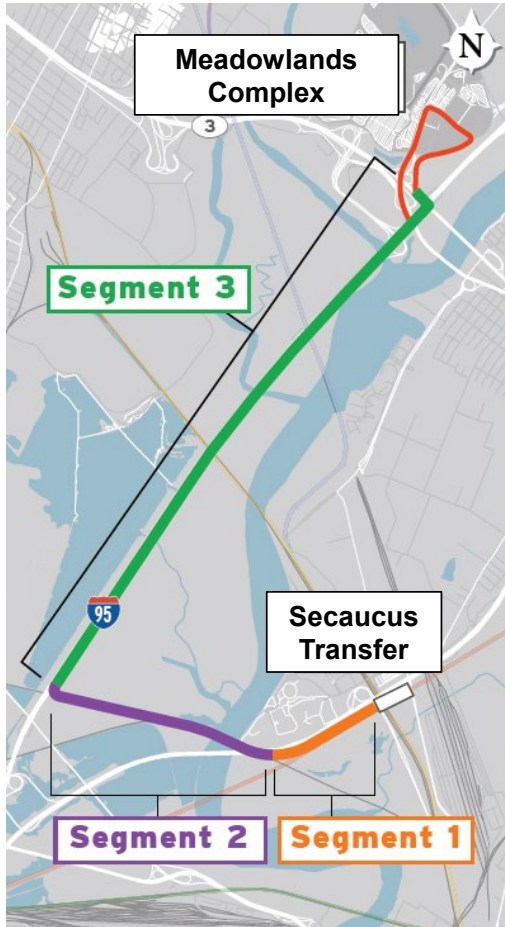
# RFP/Contract Phasing

## Phase 1 Conceptual Design and Analyses

- **Conceptual Design of Core System (Up to 10% Design)**
- **Conceptual Design of Potential Future Expansions (Up to 10% Design)**
- **Preliminary Project Impact Analysis**

## Phase 1 Procurement (Concept Design)

Seek authorization to enter into NJ TRANSIT Contract No. 21-017 with HNTB Corporation of New York , New York, to provide Conceptual Development and Preliminary Design services for the Secaucus-Meadowlands Transitway Project in the amount not to exceed **\$3,542,944.75**, plus five percent for contingencies, subject to the availability of funds.



**ITEM 2108-56: SECAUCUS-MEADOWLANDS TRANSITWAY PROJECT:  
CONCEPT AND DESIGN SERVICES CONTRACT AWARD**

**WHEREAS**, the Secaucus-Meadowlands Transitway (“Transitway”) will route from Secaucus Station to the Meadowlands Complex and utilize the existing Boonton Line Right-of-Way; and

**WHEREAS**, the Transitway will be designed to extend specialized transportation services between Secaucus and the Meadowlands Complex, and future areas north; and

**WHEREAS**, the Transitway project is an extension of the 2019 Innovation Challenge and will explore new and efficient and sustainable methods of transportation; and

**WHEREAS**, this project was identified as a capital need in 2021; and

**WHEREAS**, on February 18, 2021, a Request for Proposals (RFP) was advertised on NJ TRANSIT’s website, *The Star-Ledger*, *The Times of Trenton*, and *the Minority Commerce Weekly*; and

**WHEREAS**, a Pre-Bid Conference was held on March 10, 2021; and

**WHEREAS**, Technical Proposals were received on April 27, 2021 from four firms; and

**WHEREAS**, HNTB was identified as the highest and best qualified firm to provide Conceptual Development and Preliminary Engineering services for the project; and

**WHEREAS**, the NJ TRANSIT Office of Business Development (OBD) assigned a 21% Race Conscious Disadvantaged Business Enterprise (DBE) goal for the project; and

**WHEREAS**, OBD reviewed and approved the 23.61% DBE utilization commitment identified by HNTB Corporation; and

**WHEREAS**, the Transportation Trust Fund is the anticipated sources of funding for this project;

**NOW, THEREFORE, BE IT RESOLVED** that the Chair or President & CEO is authorized to enter into NJ TRANSIT Contract No. 21-017 with HNTB of New York, New York, to provide Conceptual Development and Preliminary Engineering services for the Secaucus-Meadowlands Transitway Project in the amount not to exceed \$3,542,944.75, plus five percent for contingencies, subject to the availability of funds.

**ITEM 2108-57: 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, NJ State Council”) have collectively negotiated labor agreements (Hourly, Field Salary, and General Office Clerical)(collectively the “Labor Agreements”) for the approximately 5,200 employees represented by the ATU, NJ State Council; and

**WHEREAS**, the terms and conditions of the Labor Agreements are set forth in three (3) Memoranda of Agreement for Hourly, Field Salary, and General Office Clerical employees (“MOA’s); and

**WHEREAS**, on or about July 30, 2021, a majority of employees represented by the ATU, NJ State Council ratified the terms of the MOA’s between NJTBus and the ATU, NJ State Council; and

**WHEREAS**, the Utility Workers Union of America represents approximately 25 bus claims administration employees with a labor agreement that expired on June 30, 2021 that has historically been resolved based upon substantially similar terms as the ATU, NJ State Council; and

**WHEREAS**, ATU, Local 819 represents approximately 25 bus employees at a single bus garage in Dover, New Jersey (NJTMorris), with a labor agreement that expired on or about June 30, 2021;

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby: (1) approves and ratifies the Memoranda of Agreement for Hourly, Field Salary and General Office Clerical employees; and (2) authorizes the President & CEO and/or Senior Vice President / General Manager of NJ TRANSIT Bus Operations, Inc. to take all necessary steps to finalize and implement same; and (3) authorizes the President & CEO and/or Senior Vice President and General Manager to negotiate, renew and execute related Labor Agreements with the Utility Workers’ Union of America and ATU, Local 819 (NJTMorris), each representing approximately 25 employees.

**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 \_\_\_\_\_, 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 hourly 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 (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’ 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.

For NJTBO:

For the ATU:

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

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

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.

**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

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.

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

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.

**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.

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.

**F. 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.

**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.

**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.

**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.

**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.

**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.

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.

**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 1<sup>st</sup> and March 31<sup>st</sup> of any year will be issued a full uniform, but will not become eligible for the uniform allowance until one year from April 1<sup>st</sup> 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.

**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.

**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.

**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.

**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.

**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.

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.

**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

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.

**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.

**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.

(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).

(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 1<sup>st</sup> 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 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.

**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

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.

**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

**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.

For NJTBO:

For the ATU:

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

**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.

**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

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.

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 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.

**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.

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**

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..

**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.

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

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.

**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.

**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.

**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

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.

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.

**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.

**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.

(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

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

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.

**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

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.

**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

**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 \_\_\_\_\_, 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 general office clerical 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 (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’ 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.

For NJTBO:

For the ATU:

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

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

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.

**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

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.

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

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.

**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.

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.

**F. 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.

**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.

**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.

**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

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.

**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

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.

**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.

**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.

(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).

(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

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.

**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

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

**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 2108-58: GARDEN STATE OUTDOOR LLC SETTLEMENT AGREEMENT**

**WHEREAS**, NJ TRANSIT currently engages All Vision, LLC (“All Vision”) to provide management of outdoor advertising displays on billboards located within NJ TRANSIT’s property. In connection with these responsibilities, All Vision, as agent for NJ TRANSIT, enters into license agreements with outdoor billboard advertising companies (the “Licensees”), who will in turn sell advertising space on such billboards; and

**WHEREAS**, Garden State Outdoor LLC (“GSO”) is a Licensee who entered into a license agreement with All Vision in 2005 for a billboard in Atlantic City, New Jersey (the “AC License”) and in 2009 for a billboard in Weehawken, New Jersey (the “Weehawken License”). In 2017, the Weehawken License was amended to allow GSO to convert its billboard from a static sign to a digital sign; and

**WHEREAS**, in 2020, GSO filed litigation against NJ TRANSIT and All Vision in connection with the Weehawken License and the AC License (the “Litigation”) as discussed in more detail in Executive Session; and

**WHEREAS**, after several rounds of court-mandated mediation, NJ TRANSIT, while strongly disagreeing with the allegations made by GSO, and believing that they have no merit, proposes to settle the litigation in an effort to avoid the additional costs and uncertainty of litigation, and in an attempt to negotiate the best possible terms under the circumstances, through amendments to the Weehawken License and AC License, on the terms discussed in Executive Session; and

**WHEREAS**, if the proposed terms of the settlement are approved, NJ TRANSIT’s billboard revenue may be reduced by an amount discussed in Executive Session;

**NOW, THEREFORE, BE IT RESOLVED** that the Chair or President & CEO is authorized to take any and all actions necessary to settle the litigation and amend the Weehawken License and Atlantic City License in accordance with the terms discussed in Executive Session.

**ITEM 2108-59: PERSONAL INJURY CLAIM OF PIERRE CHEHADE**

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

**WHEREAS**, Pierre Chehade has presented a claim with a probable settlement cost greater than \$500,000; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Chair or President & CEO is authorized to settle the claim of Pierre Chehade through his attorney, at an amount discussed in Executive Session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

**ITEM 2108-60: PERSONAL INJURY CLAIM OF VIANDY MORALES**

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

**WHEREAS**, Viandy Morales has presented a claim with a probable settlement cost greater than \$500,000; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Chair or President & CEO is authorized to settle the claim of Viandy Morales through her attorney, at an amount discussed in Executive Session. The Attorney General has approved the proposed settlement, subject to the availability of funds.

**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 Susan Linton; 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.