

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

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

November 19, 2019

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, November 13, 2019.

Sincerely,

Original Signed By

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. held at NJ TRANSIT Headquarters, One Penn Plaza East, Newark, New Jersey on Wednesday, November 13, 2019.

Board Members Present

Diane Gutierrez-Scaccetti, Chair (By Telephone)
Brian T. Wilton, Governor's Representative
Dini Ajmani, Treasurer's Representative
Raymond W. Greaves, Board Member (Non-Voting) (By Telephone)

Staff Present

Kevin S. Corbett, President & Chief Executive Officer (CEO)
Joyce J. Zuczek, Board Secretary
Caroline Vachier, Deputy Attorney General
Eric R. Daleo, Senior Vice President, Capital Programs
William Viqueira, Senior Vice President, Chief Financial Officer & Treasurer
Christopher Trucillo, Senior Vice President, Chief of Police & Office of Emergency Mgmt.

Chair Gutierrez-Scaccetti convened the Open Session at 6:04 p.m. in accordance with the Open Public Meetings Act. Bill Feeny, Office of System Safety, provided a public safety announcement. The pledge of allegiance to the flag was conducted 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, NJ TRANSIT Rail Operations Inc., NJ TRANSIT Bus Operations, Inc., NJ TRANSIT Mercer, Inc., and NJ TRANSIT Morris, Inc. was provided in accordance with the Open Public Meetings Act and Public Law 2018, Chapter 162, and the meetings were occurring concurrently. Notices were filed on November 7, 2019 with the Secretary of State. These notices were 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. The meetings were viewable on the corporation's website in real time and were video recorded, archived, and made available to the public. Minutes will also be archived and published on the website.

Executive Session Authorization

At approximately 6:07 p.m., Chair Gutierrez-Scaccetti requested 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 Proposed Labor Agreement: Police Benevolent Association (PBA) Local #304 and the Proposed Labor Agreements: Communications

Workers of America (CWA). Board Member Brian T. Wilton moved the resolution, Board Member Dini Ajmani seconded the motion, and it was unanimously adopted.

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 6:37 p.m.

Approval of Minutes

Chair Gutierrez-Scaccetti asked for a motion to approve the minutes of the October 16, 2019 Board meetings. A motion was made by Board Member Brian T. Wilton, seconded by Board Member Dini Ajmani, and it was unanimously adopted.

President & CEO's Monthly Report

President & CEO Corbett noted they had more encouraging news to share about NJ TRANSIT's rail service. Train cancellations were down 35 percent in the first 10 months of this year compared to last year. Cancellations this October were down 41 percent from October 2018. And on-time performance increased nearly three percentage points from October 2018 to October 2019, to more than 91 percent.

On the bus side, more than 600 new bus operators have graduated since January 2018. Before hiring these new operators, NJ TRANSIT was averaging about 40 missed bus trips per day. As of today, that number is less than 10 on many days, out of more than 10,000 total bus trips provided each day.

President & CEO Corbett said from April 2019 to September 2019, these new hires have allowed NJ TRANSIT to add 80 new bus trips to the weekday schedule, 86 new bus trips to the Saturday schedule, and 166 new bus trips to the Sunday schedule. He said that is an average of more than 90 new, additional trips per day. Fewer delays and more service means less crowding and a vastly better experience for NJ TRANSIT's bus customers.

President & CEO Corbett said there is still much work to be done before all their customers feel the improved experience, but they feel they are trending in the right direction. He said they are not going to let up until they improve reliability and eliminate preventable disruptions.

He said the numbers are subject to some fluctuation over any given period, much like the stock market. More specifically, they expect fluctuations to diminish as they get closer to a full roster of engineers. Of critical importance, the numbers continue to trend in the right direction.

President & CEO Corbett said to keep those numbers moving in the right direction, three classes of locomotive engineers will graduate over the next three months; one this month,

one in December, and one in January. Beginning in 2020 and beyond, they will start to see real net gains in their ranks of locomotive engineers.

President & CEO Corbett discussed the technology side relating to the mobile app. They remain focused on leveraging technology to improve the customer experience. To that end, NJ TRANSIT has launched a completely redesigned and upgraded version of their mobile app.

The updated app, released last month for Apple and coming later this month for Android, has all the features customers have come to rely on, with a cleaner, simpler, more modern interface and design. Nearly 80,000 customers have installed the update so far, which has: a refreshed home screen; a new look for DepartureVision and MyBus; and includes performance enhancements that allow it to take full advantage of the device it's running on, including fingerprint and face ID.

The update was designed and developed entirely in-house, which is much more cost-effective and a quicker approach than outsourcing. After more than 1,500 reviews, the app's rating is holding steady at an impressive 4.5 out of 5 stars, with a tremendous amount of positive feedback about the latest update.

President & CEO Corbett noted several of them were at the North Brunswick Train Station recently. He was pleased to report they were continuing to advance capital projects. On October 30, 2019, Governor Murphy announced an Memorandum of Understanding (MOU) between NJ TRANSIT and the Middlesex County Improvement Authority (MCIA), which was on this evening's agenda, to build a new train station in North Brunswick, along the Northeast Corridor. The MCIA will serve as the project manager for the station's design and construction. Projects like this are critically important for the system and region.

Unlike national commuter rail trends, NJ TRANSIT saw an increase in rail ridership of about three percent year-over-year, and this station will be on the Northeast Corridor line, their busiest in the system. The project also demonstrates NJ TRANSIT is open to look at different approaches on capital projects.

Overall, NJ TRANSIT is investing more than one billion dollars in Middlesex County infrastructure alone. In addition to the new North Brunswick station, this includes the new Raritan River Bridge, the County Yard and Delco Lead Storage and Inspection Facility, and a major renovation at our Perth Amboy station. These investments will do far more than improve service for customers. They will create jobs and spur economic growth throughout New Jersey.

President & CEO Corbett said the last few weeks have been exciting with the NJ TRANSIT Innovation Challenge. They are also looking at innovative ways to engage external partners in the public and private sectors to partner on new projects. On November 7, 2019, NJ TRANSIT hosted an industry day for their innovation challenge.

Through this challenge, NJ TRANSIT is exploring the possibility of a public-private partnership to significantly increase capacity between Secaucus, MetLife Stadium, and American Dream. They hosted breakout sessions and networking opportunities, where industry leaders from more than 50 private-sector firms and academic institutions engaged with senior NJ TRANSIT staff and representatives from other major organizations. In the coming weeks, NJ TRANSIT will release a Request for Expression of Interest to receive and evaluate proposals from the best and the brightest in the industry. President & CEO Corbett thanked Chair Gutierrez-Scaccetti for leading this critically important and visionary initiative.

President & CEO Corbett was pleased to report that transit to and from the American Dream Complex, for the limited opening on October 25, 2019, has been running smoothly. As new amenities open in the coming months, they will closely monitor service to ensure it remains commensurate with demand.

NJ TRANSIT also remains focused on the safety and security of the system for customers, employees and the communities they serve. On November 2, 2019, the New Jersey Transit Police Department joined local, county, state, and federal partners to conduct an emergency response drill at our Glen Rock Main Line train station. Attorney General Gurbir Grewal attended to observe this large-scale drill, which was about four hours long and included more than 150 volunteers.

In honor of Veterans' Day, President & CEO Corbett took a moment to pay tribute to all the members of armed forces who served in the past, are serving now, and those who made the ultimate sacrifice defending their freedoms. He asked everyone in attendance who bravely and honorably serve or served to please stand. To all those standing, President & CEO Corbett said they owe you a tremendous debt of gratitude and thanked them for their service.

As they reflect on the service of these brave men and women, President & CEO Corbett reconfirmed their commitment to do everything they can, in words and in deeds, to recognize the contributions and the sacrifices of America's veterans, including the large number employed by NJ TRANSIT.

Public Comments

There were 16 speakers. Board Secretary Zuczek announced in order to give everyone an opportunity to be heard, public comments would be limited to five minutes, and if there were several people speaking on the same topic, two speakers would have five minutes, and all others would have two minutes.

Christian Hartman thanked all the veterans in the room for their service. He is Vice President of the New Jersey Alliance for Action. Members for the Alliance for Action include thousands of New Jersey's top corporate, labor, professional, academic and government representatives. The Alliance's non-partisan mission is to improve New Jersey's economy

through the promotion of responsible infrastructure development. They have been studying the NJ TRANSITGRID Project for quite some time.

The New Jersey Alliance for Action would like to go on record that they strongly support the approval of the NJ TRANSITGRID project. This program will provide highly reliable electric power to support service in one of the most important segments of NJ TRANSIT's service territory. It will also provide redundancy in the system, allowing residents to travel to work, school, and other essential locations that would otherwise be inaccessible during a commercial power outage. It would minimize disruptions to the regional workforce, give another mode of transportation during an emergency, and provide a cleaner and more efficient source of power.

NJ TRANSIT's rail service is important. The NJ TRANSIT rail service transports people in and out of New York City and across various residential and commercial areas in the state, and it is a crucial piece of their overall economy. It is also unfortunately vulnerable to commercial grid power outages, which are occurring more frequently due to both the existing power distribution system and the increasing intensity and frequency of severe weather events.

They have all been affected by the recent powerful storms in the region, namely Superstorm Sandy. For NJ TRANSIT, this storm caused wide spread and prolonged power outages that severely affected rail service for nearly a week and the impact on the economy is impossible to measure.

Important to the local economy, the project would provide over 200 construction jobs and around 30 permanent jobs. The project would also transform a brownfield that has been sitting vacant for 40 years and NJ TRANSIT will be restoring an area of the Meadowland Wetlands.

A multi-acre solar facility will be built along with the plant and the main facility would utilize a variety of technologies to generate and store power. The Alliance says this is a good thing for the State and creating a Microgrid like this is something unique in transportation in the United States. Mr. Hartman lives in this area and supports this project. They stand to assist in any way that they can.

Raphael Wakefield is a resident of Jersey City. He was inspired to come there after reading an article written in *The Star-Ledger* by former lawmaker John Wisniewski asking for the return of full funding for NJ TRANSIT to the pre-Christie era. He takes issue with this because that era was a very good one and it was a professional commuter operation that got people where they needed to go and back. He hopes the railroad will return to that.

Mr. Wakefield believes there are things that can be done to fix the bus system and the Hudson-Bergen Light Rail (HBLR) at low cost now that demand NJ TRANSIT's attention. He agrees with the President & CEO that the mobile app is good, and he uses it, but a lot of people do not know that because they will never find out about the mobile app if they are not regular transit riders.

Mr. Wakefield believes it is not so much about technology as it is about the basics. He believes the fare structure is very confusing, and it is incompatible with PATH and New York City Transit, and these are big issues that are widely misunderstood by the NJ TRANSIT organization. For example, he said if someone gets off at Newark Airport and want to take a bus, how would they do this if they were a visitor and did not know about the NJ TRANSIT mobile app.

Mr. Wakefield thinks NJ TRANSIT was a great commuter system in the past and can still be that, but the urban buses leave a lot to be desired. He said there are too many stops and the 62 bus in Newark stops at every block.

Mr. Wakefield said in Jersey City they are cutting a new road on Jersey Avenue which is a short-cut between downtown and Liberty State Park. They already have light rail at Liberty State Park. He questioned why every time he rides it, the train hits stop lights on grade crossings. Mr. Wakefield said the City Councilman told him that it is in NJ TRANSIT's power to adjust these stop lights and not the responsibility of the City.

Mr. Wakefield recommended to increase ridership by looking at new ways to get information out about transit. He believes if visitors are looking for information, they are going to have a hard time trying to read maps that are faded out due to sun exposure. Mr. Wakefield believes the maps are a great concept, but they need to be replaced. As a person who travels a lot, he thinks it is the little things sometimes that make all the difference.

Cary Heller is a tenant of NJ TRANSIT. He has retained a master lease for the last 25 years for the stores in the South Orange Train Station. He said he successfully organized the lease with NJ TRANSIT's Real Estate Department 25 years ago and has done very well.

Mr. Heller said he has a lease that is up for renewal in five years and he believes he is paying too little money to NJ TRANSIT. He said he has expressed this to the Real Estate Department over the last number of years, particularly in 2016, give or take a year, when the \$60 million budget deficit was announced. Mr. Heller said he tried to explain this to the Real Estate Department over the years. He said they have had mixed results on how they run the property and how they run the stores.

Mr. Heller said he suggested the Real Estate Department tear up the lease, extend it, buy him out, or he could pay more money upfront. In subsequent years, he offered to give hundreds of thousands or more for a lease extension.

Mr. Heller said NJ TRANSIT is not monetarizing many of their assets, more specifically his own. He asked the Board to speak to the Real Estate Department. Mr. Heller said something should be done if they do not wish to extend his lease. He thinks NJ TRANSIT should end his lease to present value to whatever payments were made, or what money they are not going to make over the next five years and have them move on. Mr. Heller said he is paying NJ TRANSIT \$100,000 a year and if his lease were to end today someone else might be paying \$250,000 a year.

Mr. Heller said NJ TRANSIT is much busier at their train stations now, their South Orange Station may be one of the busiest train stations, and they are the home of West Orange, Livingston, and other shuttles. He said NJ TRANSIT also owns the parking lot behind the station and preparations are being made to make use of this space. Mr. Heller said he asked NJ TRANSIT 20 years ago not to buy this old piece of land because it was an old lumber and coal yard. He believes there are other real estate opportunities on the other side of the train station.

Mr. Heller said he has followed NJ TRANSIT and has a long history with them. He said his uncle, Gene Heller, built this NJ TRANSIT building. Mr. Heller said he is looking to help, contribute, participate, and monetize.

Stephen Thorpe said on occasion, he rides the River LINE. As some may be aware, he is a member of the Senior Citizen and Disabled Resident Transportation Advisory Committee (SCDRTAC) and they have their meetings in Camden so they take the light rail from Trenton.

Mr. Thorpe believes the light rail has gotten bad and feels threatened for his safety. He said he hoped to see Chief Trucillo to mention this to him. Mr. Thorpe said the court reporter who takes the minutes at their meetings stopped commuting on the light rail because she feared for her life. She said she has seen people selling drugs over seats. Mr. Thorpe said NJ TRANSIT really should have undercover police on these trains because if people start getting arrested the word will hit the street and it will stop. He said he does not like to take his wife on the light rail. Mr. Thorpe said he realizes it is an urban area and they are going to hear street language, but it is bad. He said when people speak to each other using profanity it is bad, but it gets worse when they start playing music with profanity and calling it music. Mr. Thorpe said when he rides the Hudson-Bergen Light Rail (HBLR), it is not as bad as the River LINE.

Mr. Thorpe noted the rail has quiet cars, however, not all train crew enforce it and then passengers must step in. He said Bob Lavell used to give him quiet car cards and he would pass them out to passengers. Mr. Thorpe said some would adhere to them and some would not.

Mr. Thorpe is concerned about some of these trains after sporting events. He would like to speak to Chief Trucillo about an undercover police presence on the River LINE so NJ TRANSIT can see what is going on.

Last, Mr. Thorpe asked that something be done for Mr. Graddy. He noted Mr. Graddy has been coming there time after time and no one wants to keep doing this. Mr. Thorpe asked the Board to listen to Mr. Graddy and try to understand what he has been through.

Allen Kratz was delighted to be back at NJ TRANSIT. He previously worked there for 15 years and said it was great to be back with people who he enjoyed working with in Real Estate and Economic Development. Since leaving NJ TRANSIT, he moved on to two different careers, one saving historic buildings and the second helping communities find

funding to build infrastructure to protect them from flood risks and sea level rise in extreme weather events.

Mr. Kratz was there to discuss an opportunity that NJ TRANSIT has in Hoboken for raising revenue and advancing both of those state-wide policies. He had four photographs that he provided electronically to Beverley Cunningham at the sign-in desk.

One of his accountabilities in Real Estate and Economic Development was to sell excess property. Benson Street Station was one of those properties and it had been made obsolete in 2002 with the opening of the Montclair connection. There was a fire there in the 1990's and for many years this wood structure was protected by tarps to keep out the rain. NJ TRANSIT had to sell this to a ready, willing, and able buyer that would also commit to restoring the building to the historic standing that the State had established. The buyer did and so did NJ TRANSIT.

In 2013, Benson Street Station was converted into a residence and was back on the tax rolls in Glen Ridge. The other issue Real Estate had was figuring out what to do, in an economically prudent way, with the immigrant building in Hoboken. This was a building that had been vacant and underutilized for many years. In 2012, Superstorm Sandy gave it a power wash and a new rationale for use. NJ TRANSIT has now taken to preserving the second floor of this building to raise the electric substation above flood level.

Mr. Kratz said these are both good examples of how NJ TRANSIT has worked and how it continues to work to respect and put to good economic use the historic structures it has. He applauded the investment NJ TRANSIT has made in restoring, upgrading, and putting to good use the historic architecture and the historic engineering of the properties NJ TRANSIT inherited over 40 years ago. In his view, the historic stations that have been restored go a long way for creating a positive customer experience for those who ride transit every day.

Mr. Kratz said each day 30,000 people pass by the records building in Hoboken. He said the whimsical sand castle like building was designed by the architect who designed many of NJ TRANSIT historic stations. Mr. Kratz believes this is an opportunity for those in the private sector, NJ TRANSIT, and citizens to find a creative use for this building. He suggested working together and find a way to bring their expertise and enthusiasm together to figure out an alternative to the records building, other than demolition of the building. Mr. Kratz suggested they all be positive about historic preservation and climate adaptation and give their past a future and their future a future.

Errol Kerr thanked the men and women who serve their country. He thanked the Board for the opportunity extended to address their issues. Mr. Kerr said for the last two years, their issue has been the injustice that has been dealt to Mr. Russell Graddy. He explained they are very consistent in their presence at these meetings, in good or bad weather, because this speaks to their commitment to justice for Mr. Graddy. Mr. Kerr said it should be evident coming there as a community that they carry a very strong feeling of love and appreciation for Mr. Graddy and they are not only there for Mr. Graddy out of respect and love, but out of their commitment to justice.

Mr. Kerr said they believe justice has not been done and are driven there month after month to see through this process of justice for Mr. Graddy. He believes the Board has the right to dispense justice, but if they keep deferring this issue, they may not be in the position to dispense this justice.

Mr. Kerr asked how they would feel if they or their family members were in this position that Mr. Graddy is in. He said Mr. Graddy was thriving in his business and making money and securing a future for his family and it was not by mistake that NJ TRANSIT came in and interrupted his progress, ended his business, and placed him out on the street. Mr. Kerr said he was appealing to NJ TRANSIT to reconsider the offer that was placed on the table and take into consideration the suffering that he has gone through.

Winifred Harrison spoke on behalf of Mr. Graddy and has been coming there out of respect for him as a great man of intelligence and integrity. She said they have seen what he has been going through with NJ TRANSIT and they will continue to come because they believe in God that this will be resolved. Ms. Harrison said they understand that an offer was made to Mr. Graddy by NJ TRANSIT, but they do not know what it is.

Ms. Harrison said they are not the first Board to have heard this issue, but they are praying they will be the last Board. She said it is so hurtful for Mr. Graddy to keep coming down there with people who are taking time away from other things they could be doing because of the injustice that he has been given. Ms. Harrison understands that this is a process but does not think something should be going on for so many years. She thinks this is unfair to Mr. Graddy because he is not asking for anything astronomical but just what he deserves. Once Mr. Graddy is satisfied, they can go to his restaurant, celebrate, eat, and relax. Ms. Harrison asked the Board to come to a resolution.

Casey Melvin spoke in support of Mr. Russell Graddy. Mr. Melvin is a young businessman and Mr. Graddy is somewhat of an icon and mentor. He has been in business only a fraction of time that Mr. Graddy has, and owns a small barbershop. When Mr. Melvin heard the story of Mr. Graddy's problems with NJ TRANSIT from one of his clients, he was shocked because he has always held NJ TRANSIT in the highest regard. Mr. Melvin said individuals he has serviced in his business, that have worked with NJ TRANSIT driving buses and worked in the garages, had if not all good but fair things to say about NJ TRANSIT. These stories now are challenging to him after he heard what has happened to Mr. Graddy. Mr. Melvin believes there is a great level of intelligence on this Board and that they can see the disenfranchisement and unfairness that has been bestowed upon Mr. Graddy and it has been confirmed by the small settlement he was offered.

Mr. Melvin said it would do all present and future generations a favor to know that NJ TRANSIT will maintain their positive reputation amongst the people in the City of Paterson. He recently read an article that said NJ TRANSIT is working on a multi-million-dollar investment for light rail to run through their city in Paterson and will make a stop which is not far from where Mr. Graddy's restaurant is. Mr. Melvin thinks this is a disservice to

Mr. Graddy and puts a sour taste in their mouth, heart, and mind. He said anything the Board can do to resolve Mr. Graddy's issue would be greatly appreciated.

Princess Reeves took time to honor the Veterans that were there. She is a mother of a military daughter who is a Staff Sergeant in the Army and is still serving the United States. Ms. Reeves commended all those present for their service. Ms. Reeves said Mr. Graddy has been coming there repeatedly for more than two years and so have they. They have been contributing their time and voices in support of an icon from the City of Paterson.

Ms. Reeves said Mr. Graddy has done everything that was humanly asked of him and they should be closer to a resolution for him. It is of big concern to them that this matter be resolved. Ms. Reeves said they are humble people, but feel Mr. Graddy is very deserving of being rewarded for all that he has asked for. She said the Board had time to go over the litigations and NJ TRANSIT should be at a time of resolution. Ms. Reeves wished NJ TRANSIT a Happy Thanksgiving in advance, and asked that they utilize the time to grant justice to Mr. Graddy.

Vivian Matthews represented the National Council of Negro Women of Passaic County in support of Mr. Graddy. She said they have been coming for quite a while and think it is time to resolve this situation. Ms. Matthews said Mr. Graddy has done everything he was asked to do and now it is time for NJ TRANSIT to do what they are asking. Their organization advocates for men and woman of African descent and are standing behind Mr. Graddy because whenever they ask him to do something for their organization, he is available. They were there now to help him get what he thinks he deserves.

Kay Banks said she is President of Passaic County African American Women, and a few of her constituents were there with her. They were there in support of Mr. Graddy and salute him for being a man of valor and integrity. Ms. Banks said for many years Mr. Graddy has been committed to the community, personally and as an organization. She said Mr. Graddy is persistent, steadfast, committed, and has taken a stand for justice for what is just and due to him. They have come to the board meeting many times in support of him and while longevity has its place, they are concerned about justice. Ms. Banks believes Mr. Graddy is rightfully there for what is due to him. She asked them to think about a 90-year old woman who ended up in a nursing home having nothing left to hold onto but a blanket after her husband died and asked them not to let this be Mr. Graddy.

Jamie Bland is a Chapter Leader for the National Action Network of Passaic and Bergen County under Reverend Al Sharpton. She spoke on behalf of Russell Graddy who is an A-List businessman in Passaic County, a father, and a man who has reached out to the community numerous times. Ms. Bland said Mr. Graddy has given out grants and support while uplifting the community at the same time. She said Mr. Graddy is one of the pillars in their community, a historian and a leader, and someone they all consider a human being.

Ms. Bland said this human being has been embarrassed, humiliated, and has paid rent for two-years straight for a building he was not occupying. They understand that NJ TRANSIT has made a decision. She asked that the decision make Mr. Graddy whole again. She said

Mr. Graddy has had to keep his pride and dignity as a man and deserves justice. She said they are not going to stop until he is made whole again. Ms. Bland began a chant, no justice, no peace.

Zatiti Moody is Vice President of the Brother's Organization in Paterson and was there in full support of Mr. Russell Graddy. Mr. Moody said Mr. Graddy has been a mentor to many of the residents in Paterson and to the community. As a young man, he was often told of the individuals who brought the late great Dr. Martin Luther King Jr. to Paterson. If he stands correct, Dr. Martin Luther King Jr.'s last official speech was in Paterson, New Jersey and the person responsible for making this possible was Mr. Russell Graddy.

As a young man, Mr. Moody always wanted to meet Mr. Graddy. He met Mr. Graddy when working on a Board at the NAACP. Their organization then came out to support Mr. Graddy and Mr. Moody learned Mr. Graddy was a man of not only humility, but purpose. Mr. Moody said Mr. Graddy takes on problems in the community that most folks would say is not their problem. He has seen many people come into Mr. Graddy's restaurant, but he would feed this one guy every day and not charge him a dime.

Mr. Moody said what Mr. Graddy is asking for, he has spent in bus and train passes helping young people get to work, and he believes Mr. Graddy is not trying to get rich off this process. He said Mr. Graddy is an older man who is aging gracefully, and if he received what he is asking he would probably use it to employ more people in Paterson. Mr. Moody implored the Members of the Board to take another look at this and grant justice to Mr. Graddy. Mr. Moody reiterated Ms. Bland stating, no justice, no peace. They come in peace because the absence of peace is chaos and they just want justice.

Russell Graddy said he has been coming before the NJ TRANSIT Board for over two years and believes what they have done is turn this whole process into a joke. He does not think they have looked at this seriously. Mr. Graddy said when the speakers come up, they speak from their hearts.

Mr. Graddy is starting to wonder if the Board really knows what this case is all about and what really happened. Mr. Graddy said the Board needs to go back and understand what happened, and if they do not know, they need to have a meeting with him and ask questions. He said this is a powerful Board and the attorneys that represent them are powerful.

Mr. Graddy said NJ TRANSIT never wanted an African American man to operate in the bus station. He said twice before 2004, they were in court and made settlements. Mr. Graddy said they went to court because NJ TRANSIT did not want an African American to operate a business on NJ TRANSIT's property.

Mr. Graddy heard others thanking the veterans that have served this country. He said he served this country honorably in Korea and this is a great country, but he was sorry to say there are some people in this country that are not right.

Mr. Graddy said to look at the records. He said he spent \$1.5 million into the NJ TRANSIT property based on the promise that he could serve there for 20 years. Mr. Graddy said some time ago, Chair Gutierrez-Scaccetti said they were not there all those years ago. He said the records will show he paid his rent every month and his in-debt service to Economic Development for the State of New Jersey, and ran a fantastic restaurant thinking he had 20 years to recoup his investment.

Mr. Graddy said NJ TRANSIT then decided to move the bus station again and said they would bear the expenses of moving him next door but needed him to pack up his things and they will replace it, but it will take 90-120 days to do that. He said the minute he packed his things, NJ TRANSIT moved it out and put it into storage, and they were not going to put him next door at all. Mr. Graddy said he was then forced to go into court, spent a lot of money on professionals, and then NJ TRANSIT sent him a bill every month to pay his rent because he still had a lease, but in 2004 his keys were taken.

Board Secretary Zuczek intervened from the dais and asked with all due respect for Mr. Graddy to please sum up his comments because they have two additional speakers. Mr. Graddy responded he has been coming down there for almost three years. Board Secretary Zuczek explained that she understood. Mr. Graddy responded, he knows she understands, but she does not know what NJ TRANSIT is doing to him, and said he is going to have someone else's time and will not sit down until he is finished because what has happened to him is unfair and continued talking.

Chair Gutierrez-Scaccetti then said to Mr. Graddy that they understand that he is there every month and to believe her when she tells him, as they have before, that they understand his situation. She understands it is hard for him to hear that this Board, more appropriately this Agency, has no legal obligation to have these discussions with him, but are trying to be reasonable. He has asked for more than she can even justify in her own mind. They have gone back and looked at Mr. Graddy's records and the courts records, and it does not matter what he thinks of the court or what she thinks of the court. It is the records of the court, vetted in the State of New Jersey, that they abide by if they want to continue these discussions when he is ready to come to the table and understand where they are.

Chair Gutierrez-Scaccetti noted this was 15-years old. They cannot, even though he thinks they can, just hand out money and have no intention of doing so. They will have a reasonable discussion with him about a reasonable settlement to his concerns. There is no open claim, and it is very important that he understands that there is no open legal matter. It concluded a very long time ago. She knows he does not want to hear this, and she does not like having to be the one to say it to him.

Chair Gutierrez-Scaccetti said she is responsible as the Chair of this Board. They have a meeting to be held and there is business to be done and they give all the speakers the same amount of time. His group always gets two speakers with five minutes however he wants it and two minutes for everyone else. She knows he does not want to sit down until he is done but unfortunately, that is what must happen. They are happy to entertain a reasonable discussion with him, but that is on him when he is ready to do so with them.

Mr. Graddy thanked Chair Gutierrez-Scaccetti for her comments and said they are making a joke out of what NJ TRANSIT is offering him. He understands them wanting to go back to the courts. Mr. Graddy said NJ TRANSIT has used the courts to do its dirty work; and if anyone in this room can say the courts are always fair to African Americans, he can sell them the Brooklyn Bridge. He said he wants to get into some serious negotiations, but it has not been negotiations with NJ TRANSIT, and they have dictated what he should take. He said he is not going to stand for it, even if he doesn't get a dime. Mr. Graddy said this is bigger than them and they are human beings who must be respected as such. He said they have their children who have to look up to them and they are not going to just sit around and let NJ TRANSIT just take from them and railroad them out of their businesses. Mr. Graddy said maybe it is time for a bus boycott. He said if they don't come to the table and be fair with him, that is what they are going to get.

Sydney Madison suspects they all know about the two degrees target for dealing with climate change. The number two is a political number that has been set forth by the International Panel on Climate Change (IPCC). The scientific answer is to keep this number as low as possible and the reason for that is because if the temperature goes up by one-tenth of a degree, the damage goes up by greater than that. They have already seen two examples of this from storms in Bermuda in 2019 when a storm set over the island for 24 hours and destroyed it, and in Houston in 2018 when there got 51 inches of rain in 24 hours. Recently they had a report that these types of storms will get worse.

Mr. Madison said there is another target that has been set which is zero emissions by 2050, and while this is a good target it does not consider cumulative emissions, which are more important than the target. He said they cannot make the target without dealing with cumulative emissions and will submit a copy his diagram outlining this to the Board. Mr. Madison said in the diagram, the red line does not bring down emissions quick enough, but the green line does bring them down and respects the need to keep cumulative emissions down.

Mr. Madison said the point is, as a nation they have contributed and are still contributing more to greenhouse gas emissions than other countries per capita. He said they have the means to deal with this and have a large amount of stranded asset on their future which will make the great recession of 2008 look like kids play and this reasoning means business as usual and it is not their job, but this mindset needs to be changed. Mr. Madison said they must start dealing very seriously about changing the rules of fossil fuel in their economy, and at a minimum this means they should not be adding any fossil fuel plants or pipelines. He asked NJ TRANSIT to do all this by policy, decree, or by speaking to the Governor.

David Peter Alan, Chair of the Lackawanna Coalition, spoke on behalf of the united advocates for riders at the Coalition and the New Jersey Association of Railroad Passengers (NJ-ARP). He noted the Raritan Valley Line has gotten most of its former "one-seat-ride" service to New York Penn Station back. They are happy for the riders there, but there has been no improvement on the Morris & Essex, Gladstone, Montclair-Boonton, Main-Bergen or Pascack Valley Lines. Mr. Alan said the riders on all these lines have suffered more, with trains removed from the schedule and cancellations that have degraded their rail service to

an unprecedented level of unreliability. He complained that they have not even been told when they will get any of their trains back, or even received a legally-enforceable assurance that they ever will. Mr. Alan said this situation remains totally unacceptable to their constituents along these lines.

Mr. Alan said while they suffer, NJ TRANSIT continues to hand out millions of dollars for a parking deck, a North Brunswick station that would only benefit a single developer, and other projects that do not improve mobility on the lines that NJ TRANSIT operates today. He said they have seen nothing but cuts and deterioration for more than four years. Mr. Alan said there is even an item that would give WSP, one of the nation's highest-priced firms, more than \$8 million for "Enterprise Asset Management," a concept that the materials do not even explain. He said the advocates for their riders hereby call for NJ TRANSIT to provide a total moratorium on all capital spending that does not directly provide mobility for riders, until every train removed from the schedule on every line since September 2015 is restored, and every line runs as reliably as it did five years ago.

Mr. Alan said they commend NJ TRANSIT for avoiding the temptation to run rail service to the so-called "American Dream" complex, which some of their members call the "American Nightmare."

Mr. Alan complained that they persist in calling a manager named Stewart Mader a "customer advocate." They continue to voice the strongest possible objections to the use of that title. Mr. Alan believes it is an out-and-out lie and falsehood specifically promulgated to cause public confusion and bring into question the credibility and authenticity of the efforts by the genuine customer advocates, including those by the Lackawanna Coalition and NJ-ARP, who have been serving the interests of riders for more than 40 years. Mr. Alan said they would not object to a truthful title for Mr. Mader but must insist that NJ TRANSIT immediately cease and desist from claiming that he, as a management employee, is an advocate for riders. Mr. Alan believes they are the advocates for riders, not Mr. Mader. He said management's credibility is terrible currently and it does not improve when they keep lying to the public about who advocates for riders.

Mr. Alan said they heard a lot about Senator Loretta Weinberg's committee that will purportedly investigate NJ TRANSIT's recent poor performance. He said he told that committee one of the reasons why it is so poor is not a single person on the NJ TRANSIT Board has ever depended on transit for all mobility, as far as they know. Mr. Alan said he campaigned relentlessly to persuade the legislature to require that one person on the Board depend on transit, because no motorist can ever know the suffering that the poorly-performing transit can cause for those who depend on it. He said he got nowhere.

Mr. Alan said he had a message for Governor Murphy, and he knows some in the room can deliver it for him. He asked them to tell the Governor that they know where to find him and can put him in touch so his fellow genuine customer advocates can tell him what things are really like at NJ TRANSIT. Mr. Alan said they just want the Governor to hear the riders' side of the story, which he cannot get elsewhere.

Advisory Committee Report

Suzanne Mack provided the Advisory Committee Report. She was pleased to be there to present the Advisory Committee Report since she has been away. Ms. Mack was very pleased that her Vice Chair, Ron Monaco was able to give the Advisory Committee Report last month at the October meeting, as well as Tim O'Reilly who represented them at the September meeting. Ron Monaco is an avid rider on the Raritan Valley line and brings a real rail perspective to the organization and their committee.

Ms. Mack said the committee is small, but it does have the interest of the different modes among them. She is a light rail advocate as they know, and Kathy Edmond represents Ocean County and does a lot on the paratransit side. Ms. Mack is very happy they are inclusive and would like the Committee to come and meet the Board because she believes seeing them, being a part of this process, and seeing how meetings are run is very valuable. It is also important for the Committee to see how things develop with the Executive Committee and the new Board which is also of value to all of them. Ms. Mack told Chair Gutierrez-Scaccetti she was very happy to be there again and join them in their effort.

Ms. Mack mentioned they just had Veteran's Day and thanked all of those serving all over the world past and future, noting they do a tremendous job. They also have many employees probably on the dais and certainly within the ranks that have given service to their country. She noted on the agenda are labor agreements with the Police Officers and noted these are also organizations within their employ that continue to provide service to the community and people of New Jersey. Ms. Mack thanked all of them.

Ms. Mack mentioned the Advisory Committee doesn't normally meet in November but are looking forward to meeting in December at their joint meeting. However, she thought there was so much activity within the organization that they chose to come in November. Ms. Mack thanked President & CEO Corbett for attending their meeting because she knows he was busy doing innovation work around the state. They were very pleased he could join them and noted President & CEO Corbett discussed the activities of the Board, the new classes for bus drivers and rail operators, and how the American Dream went off without a hitch.

Ms. Mack said she was so pleased with this meeting because the organization is interactive. She said about three months ago she was at a Board meeting and there was a great cry for more innovation on sustainability and where they are going in the future. Although they talk about a lot of issues when they come to Board meetings, the fact of the matter is when someone brings a topic up there is a press conference on the need for NJ TRANSIT to react to the sustainability issues. Their committee this month had a very in-depth meeting with Steve Janks, Manager of Energy and Sustainability. What came out of this meeting was discussion on the NJ TRANSITGRID project, electric buses and the solar program, but mostly the impact NJ TRANSIT is having on the reduction of greenhouse gases. Ms. Mack said they don't do a good enough job of highlighting what is going on within the organization.

Ms. Mack said they also had an update on the dual locomotives program which their Vice Chair requested. They discussed the seven additional diesel locomotives that will be coming on line late December 2020 and early 2021. This is very important to them although they don't know how these vehicles will be assigned, and there is a great need for more capital equipment throughout the system.

Ms. Mack said they met for the first time with Chief Customer Experience Officer & Customer Advocate Stewart Mader and talked about what his role is. Their committee was pleased to know that within the Strategic Plan activities and within the Board, NJ TRANSIT is calling attention to this issue and having an employee from the organization act as a liaison with the customers to enhance customer service and the customer experience. They appreciate the controversy over the title of this position, but she can see and respect when someone is going out interacting with the customers in the field and coming back and tweaking and highlighting activities that can enhance the system.

Board Operations and Customer Service Committee Report

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

Board Administration Committee Report

Board Member Ajmani presented the report for the Administration Committee. The Administration Committee received a Financial Update. This included an update on ridership and revenue, cost of service key performance indicators, major balance sheet items, attrition and hires, and real estate and economic development highlights. The Committee also received updates from Human Resources, and Equal Opportunity and Affirmative Action.

Capital Planning, Policy, and Privatization Committee Report

Chair Gutierrez-Scaccetti presented the report for the Capital Planning, Policy and Privatization Committee. The Committee discussed the board items for the: Walter Rand Transportation Center Deck Repair Project – Construction Contract Award; Enterprise Asset Management Program Management Office; Audited Financial Statements for the Fiscal Year Ended June 30, 2019; Memorandum of Understanding with Middlesex County Improvement Authority for the North Brunswick Train Station; Proposed PBA Local #304 Labor Agreement; and Proposed CWA Labor Agreements.

Action Items

1911-69: WALTER RAND TRANSPORTATION CENTER DECK REPAIR PROJECT – CONSTRUCTION CONTRACT AWARD

President & CEO Corbett introduced Eric Daleo, Senior Vice President, Capital Programs, to present Action Item #1911-69. Eric Daleo recommended approval of Action Item #1911-69: Walter Rand Transportation Center Deck Repair Project – Construction Contract Award.

The Walter Rand Transportation Center Parking Deck Repair Contract will include enhancements to capacity, reliability, and functionality.

Approval was requested to enter into NJ TRANSIT Contract No. IFB 19-057X with Watts Restoration Co., Inc. of Feasterville, Pennsylvania, for providing construction services for the Walter Rand Transportation Center parking deck repair project in an amount not to exceed \$2,747,949, plus ten percent for contingencies, subject to the availability of funds.

Approval of this construction contract will allow for the demolition and repair of concrete cracks and the removal and installation of new electrical lighting. The parking deck repairs will keep the facility in a safe and secure condition until the future new redesign is constructed.

Mr. Daleo asked for approval of Action Item #1911-69. Board Member Brian T. Wilton made a motion to approve it, Board Member Dini Ajmani seconded it, and the item was unanimously adopted.

Roll Call Vote:

Gutierrez-Scaccetti	Wilton	Ajmani	Greaves
Yes	Yes	Yes	(Non-Voting Member)

1911-70: ENTERPRISE ASSET MANAGEMENT PROGRAM MANAGEMENT OFFICE

President & CEO Corbett introduced Eric Daleo, Senior Vice President, Capital Programs, to present Action Item #1911-70. Eric Daleo recommended approval of Action Item #1911-70: Enterprise Asset Management Program Management Office.

Approval was requested to enter into NJ TRANSIT Contract No. 19-061 with WSP USA of New York, New York, for Program Management Office support services at a cost not to exceed \$8,201,815.71, plus five percent for contingencies, subject to the availability of funds.

The Enterprise Asset Management Program will allow NJ TRANSIT to focus on the development and implementation of consistent programmatic business processes and enhanced prioritization of both operating and capital funding to support more efficient and effective investment in the most critical asset needs. As cited in the North Highland Company’s assessment of NJ TRANSIT, approval of this contract will allow for a qualified vendor to serve as an Enterprise Asset Management Office to support NJ TRANSIT in refining policy and concepts of operations, perform gap analyses, and design roadmaps

so that each operating mode can implement their own Enterprise Asset Management processes consistently across NJ TRANSIT.

Mr. Daleo asked for approval of Action Item #1911-70. Board Member Brian T. Wilton made a motion to approve it, Board Member Dini Ajmani seconded it, and the item was unanimously adopted.

Roll Call Vote:

Gutierrez-Scaccetti	Wilton	Ajmani	Greaves
Yes	Yes	Yes	(Non-Voting Member)

1911-71: RECOMMENDATION TO APPROVE THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2019

President & CEO Corbett introduced William Viqueira, Senior Vice President, Chief Financial Officer & Treasurer, to present Action Item #1911-71. William Viqueira recommended approval of Action Item #1911-71: Recommendation to Approve the Audited Financial Statements for the Fiscal Year Ended June 30, 2019.

In compliance with Executive Order 37 (Corzine 2006), approval was requested for the Board of Directors to accept and approve NJ TRANSIT’s audited financial statements for the fiscal year ended June 30, 2019.

Board Member Brian T. Wilton made a motion to approve it, Board Member Dini Ajmani seconded it, and the item was unanimously adopted.

Roll Call Vote:

Gutierrez-Scaccetti	Wilton	Ajmani	Greaves
Yes	Yes	Yes	(Non-Voting Member)

1911-72: MEMORANDUM OF UNDERSTANDING WITH MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE NORTH BRUNSWICK TRAIN STATION

President & CEO Corbett introduced Eric Daleo, Senior Vice President, Capital Programs, to present Action Item #1911-72. Eric Daleo recommended approval of Action Item #1911-72: Memorandum of Understanding with Middlesex County Improvement Authority for the North Brunswick Train Station.

Approval was requested to enter into a Memorandum of Understanding between and among NJ TRANSIT and the Middlesex County Improvement Authority by which NJ TRANSIT will fund a not-to-exceed amount of \$50,000,000 for the design and construction of the North Brunswick Train Station.

Approval was also requested to enter into funding agreements for each project phase prior to commencement of that phase for a total amount not-to-exceed \$50,000,000, subject to the availability of funds.

Board Member Dini Ajmani made a motion to approve Action Item #1911-72 and Board Member Brian T. Wilton seconded it. Chair Gutierrez-Scaccetti asked if these funds were legislatively set aside at an earlier time and Mr. Daleo confirmed they were appropriated in Fiscal Year 2017. The item was unanimously adopted.

Roll Call Vote:

Gutierrez-Scaccetti	Wilton	Ajmani	Greaves
Yes	Yes	Yes	(Non-Voting Member)

1911-73: PROPOSED LABOR AGREEMENT: POLICE BENEVOLENT ASSOCIATION (PBA) LOCAL #304

President & CEO Corbett introduced Christopher Trucillo, Senior Vice President and Chief of Police and Office of Emergency Management, to present Action Item #1911-73. Christopher Trucillo recommended approval of Action Item #1911-73: Proposed Labor Agreement Police Benevolent Association (PBA) Local #304.

Approval was requested to enter into a contract with the Police Benevolent Association (PBA) for the term of July 1, 2018 until June 30, 2022, subject to the availability of funds, approve the economic terms and other proposed conditions contained in each Memorandum of Understanding, and take all necessary steps to finalize and implement same, as discussed in Executive Session.

Board Member Brian T. Wilton made a motion to approve it, Board Member Dini Ajmani seconded it, and the item was unanimously adopted.

Roll Call Vote:

Gutierrez-Scaccetti	Wilton	Ajmani	Greaves
Yes	Yes	Yes	(Non-Voting Member)

1911-74: PROPOSED LABOR AGREEMENTS: COMMUNICATIONS WORKERS OF AMERICA (CWA) LOCAL #1032

President & CEO Corbett introduced Christopher Trucillo, Senior Vice President and Chief of Police and Office of Emergency Management, to present Action Item #1911-74. Christopher Trucillo recommended approval of Action Item #1911-74: Proposed Labor Agreements: Communications Workers of America (CWA) Local #1032.

Approval was requested to enter into a contract with the Communications Workers of America (CWA), for the term of July 1, 2015 until June 30, 2023, subject to the availability of funds, approve the economic terms and other proposed conditions contained in each Memorandum of Understanding, and take all necessary steps to finalize and implement same, as discussed in Executive Session.

Board Member Dini Ajmani made a motion to approve it, Board Member Brian T. Wilton seconded it, and the item was unanimously adopted.

Roll Call Vote:

Gutierrez-Scaccetti	Wilton	Ajmani	Greaves
Yes	Yes	Yes	(Non-Voting Member)

Adjournment

Since there were no further comments or business, Chair Gutierrez-Scaccetti called for adjournment and a motion to adjourn was made by Board Member Brian T. Wilton, seconded by Board Member Dini Ajmani, and unanimously adopted. The meetings were adjourned at approximately 8:11 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**

NOVEMBER 13, 2019

MINUTES

	PAGE
➤ CALL TO ORDER	-
➤ SAFETY ANNOUNCEMENT	-
➤ PLEDGE OF ALLEGIANCE TO THE FLAG	-
➤ EXECUTIVE SESSION AUTHORIZATION	55520
➤ APPROVAL OF MINUTES OF PREVIOUS MEETINGS	55521
➤ PRESIDENT & CEO'S MONTHLY REPORT	55522
➤ PUBLIC COMMENTS	-
➤ ADVISORY COMMITTEE REPORT	-
➤ BOARD COMMITTEE REPORT	-

ACTION ITEMS

1911-69	WALTER RAND TRANSPORTATION CENTER DECK REPAIR PROJECT – CONSTRUCTION CONTRACT AWARD – Authorization to enter into NJ TRANSIT Contract No. IFB 19-057X with Watts Restoration Co., Inc. of Feasterville, Pennsylvania, for providing construction services for the Walter Rand Transportation Center parking deck repair project in an amount not to exceed \$2,747,949, plus ten percent for contingencies, subject to the availability of funds.	55544
1911-70	ENTERPRISE ASSET MANAGEMENT PROGRAM MANAGEMENT OFFICE – Authorization to enter into NJ TRANSIT Contract No. 19-061 with WSP USA of New York, New York, for Program Management Office support services at a cost not to exceed \$8,201,815.71, plus five percent for contingencies, subject to the availability of funds.	55547

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
NOVEMBER 13, 2019
MINUTES
PAGE 2

1911-71 RECOMMENDATION TO APPROVE THE AUDITED FINANCIAL STATEMENTS 55551
FOR THE FISCAL YEAR ENDED JUNE 30, 2019 – Accept and approve
NJ TRANSIT's audited financial statements for the fiscal year ended June 30, 2019.

1911-72 MEMORANDUM OF UNDERSTANDING WITH MIDDLESEX COUNTY 55553
IMPROVEMENT AUTHORITY FOR THE NORTH BRUNSWICK TRAIN STATION
– Authorization to enter into the attached Memorandum of Understanding between
and among NJ TRANSIT and the Middlesex County Improvement Authority by
which NJ TRANSIT will fund a total amount not-to-exceed amount of \$50,000,000
for the design and construction of the North Brunswick Train Station.

Authorization to enter into funding agreements for each project phase prior to
commencement of that phase for a total amount not-to-exceed \$50,000,000, subject
to the availability of funds.

1911-73 PROPOSED LABOR AGREEMENT: POLICE BENEVOLENT ASSOCIATION 55557
(PBA) LOCAL #304 – Authorization to enter into contract with the Police
Benevolent Association (PBA) for the term of July 1, 2018 until June 30, 2022,
subject to the availability of funds, approve the economic terms and other proposed
conditions contained in each Memorandum of Understanding, and take all
necessary steps to finalize and implement same, as discussed in Executive
Session.

1911-74 PROPOSED LABOR AGREEMENTS: COMMUNICATIONS WORKERS OF 55574
AMERICA (CWA) LOCAL #1032 – Authorization to enter into contract with the
Communications Workers of America (CWA), for the term of July 1, 2015 until June
30, 2023, subject to the availability of funds, approve the economic terms and other
proposed conditions contained in each Memorandum of Understanding, and take all
necessary steps to finalize and implement same, as discussed in Executive
Session.

➤ **ADJOURNMENT**

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 Proposed Labor Agreement: Police Benevolent Association (PBA) Local #304 and the Proposed Labor Agreements: Communications Workers of America (CWA); 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.

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 October 16, 2019 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 October 23, 2019;

NOW, THEREFORE, BE IT RESOLVED that the minutes of actions taken at the October 16, 2019 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

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

TO: BOARD OF DIRECTORS
FROM: KEVIN S. CORBETT 
DATE: NOVEMBER 13, 2019
SUBJECT: PRESIDENT & CEO'S REPORT – NOVEMBER 2019

I'm pleased to share more encouraging news about our services. On the rail side, train cancellations are down 35 percent in the first ten months of this year compared to last year. Cancellations this October are down 41 percent from October 2018, and on-time performance increased nearly three percentage points in October 2019 – to more than 91 percent – when compared to October 2018.

On the bus side of our operation, we've graduated more than 600 new bus operators since January 2018, which has helped us reduce the average number of missed trips per day from about 40 to less than 10 on many days – out of more than 10,000 total bus trips provided each day. Also, from April 2019 to September 2019, these new hires have allowed us to add 80 new bus trips to the weekday schedule, 86 new bus trips to the Saturday schedule, and 166 new bus trips to the Sunday schedule. Fewer delays and more service mean less crowding and a vastly better experience for our bus customers.

We also remain committed to leveraging technology to improve the customer experience. To that end, we've launched a completely redesigned and upgraded version of our mobile app. The updated app – released last month for Apple and coming later this month for Android – has all the features our customers have come to rely on, with a cleaner, simpler, more modern interface and design. Nearly 80,000 customers have installed the update. After more than 1,500 reviews, the app's rating is holding steady at an impressive 4.5 out of 5 stars, with a tremendous amount of positive feedback for the latest update.

We continue to advance previously-stalled capital projects. On October 30th, Governor Murphy announced an MOU between NJ TRANSIT and the Middlesex County Improvement Authority to build a new train station in North Brunswick, along the Northeast Corridor. The MCIA will serve as the project manager for the station's design and construction. Projects like this are critically important for our system and our region. Unlike national commuter rail trends, NJ TRANSIT is seeing an increase in rail ridership of about three percent year-over-year, and this station will be on the Northeast Corridor line – our busiest in the system.

We're also looking at innovative ways to engage external partners in the public and private sectors to partner on new projects. On November 7th, NJ TRANSIT hosted an Industry Day for our new Innovation Challenge. Through this Challenge, NJ TRANSIT is exploring the possibility of a public-private partnership to significantly increase capacity between Secaucus, MetLife Stadium, and American Dream. We hosted breakout sessions and networking opportunities, where industry leaders from more than 50 private-sector firms and academic institutions engaged with senior NJ TRANSIT staff and representatives from other major organizations. In the coming weeks, we'll release a Request for Expression of Interest to receive and evaluate proposals from the best and the brightest in the industry.

On the subject of American Dream, I'm pleased to report that transit to and from the complex went off without a hitch for the limited opening on October 25th, and has been running smoothly ever since. As new amenities open in the coming months, we'll closely monitor service to ensure it remains commensurate with demand.

Of course, NJ TRANSIT remains focused on the safety and security of our system for our customers, employees, and the communities we serve. On November 2nd, the New Jersey Transit Police Department joined local, county, state, and federal partners to conduct an emergency response drill at our Glen Rock Main Line train station. Attorney General Gurbir Grewal was on hand to observe this large-scale drill, which was about four hours long and included more than 150 volunteers.

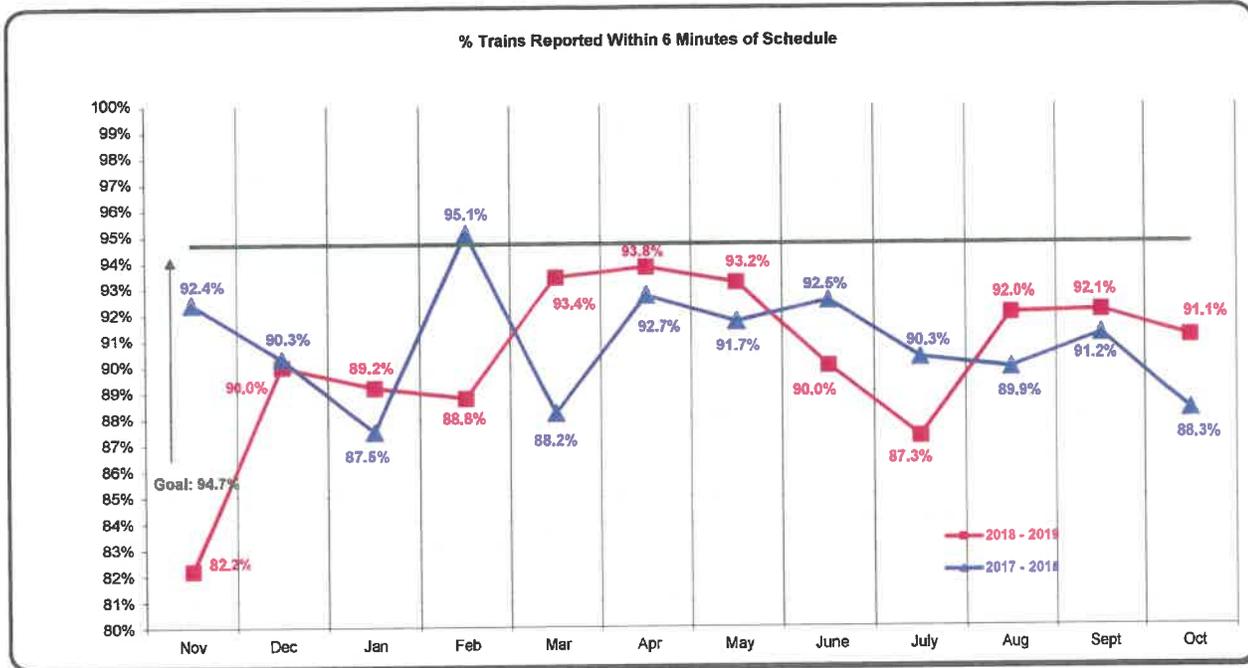
Finally, in honor of Veterans Day, I'd like to express my deepest respect and admiration for NJ TRANSIT's veterans, and all the brave men and women who serve or have served in the U.S. armed forces. As we reflect on the service of these American heroes, let's also reconfirm our commitment to do everything we can – in words and in deeds – to recognize the contributions and the sacrifices of America's veterans.

**PRESIDENT & CEO'S MONTHLY REPORT
NOVEMBER 13, 2019**

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

PERFORMANCE MEASURES

NJ TRANSIT ON-TIME PERFORMANCE RAIL NOVEMBER 2017 - OCTOBER 2019



	September, 2019	October, 2019	% Change
One-Month Comparison	92.1%	91.1%	-1.0%
	2018	2019	# Change
October Comparison	88.3%	91.1%	2.8%
	2017-2018	2018-2019	# Change
12-Month Average Nov., 2018 - Oct., 2019	90.8%	90.3%	-0.5%

Analysis:

Rail On-Time Performance was 91.1% for October, 2019. Of the 18,227 trains scheduled to operate, 16,605 were on time, while 1,622 trains (or 8.9%) were delayed. Key causes included:

- NJT fatality and staff shortage contributed to 63 delays resulting in 88.0% OTP on October 11.
- Amtrak equipment issues, NJT weather/wheelslip, equipment issues and programmed maintenance contributed to 82 delays resulting in 83.8 % OTP on October 16.
- Amtrak trespasser, Metro North speed restriction, NJT weather/wheelslip, PTC and police activity contributed to 92 delays resulting in 80.7% OTP on October 17.

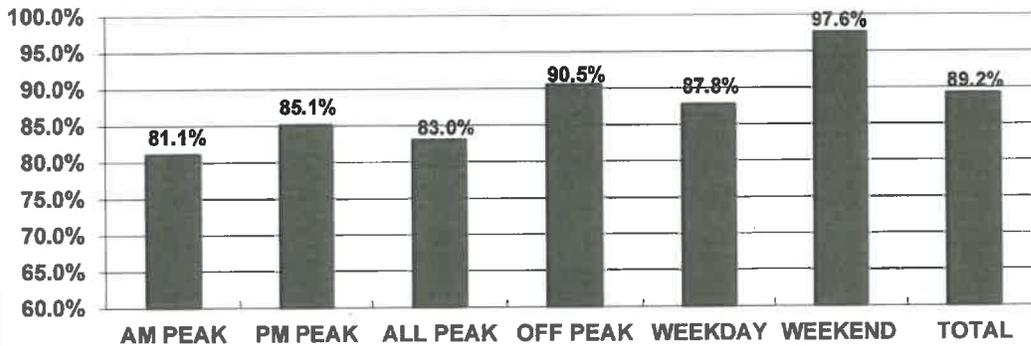
The 12-month average for Rail On-Time Performance was 90.3%.

ON-TIME PERFORMANCE RAIL

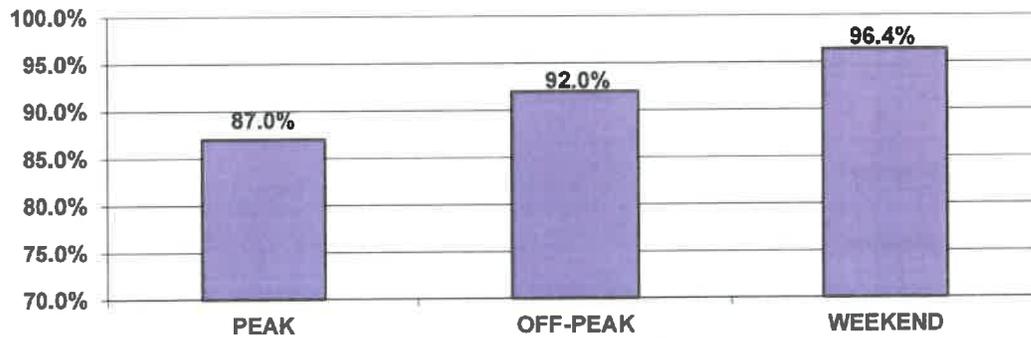
SUMMARY BY TIME PERIOD OCTOBER, 2019

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

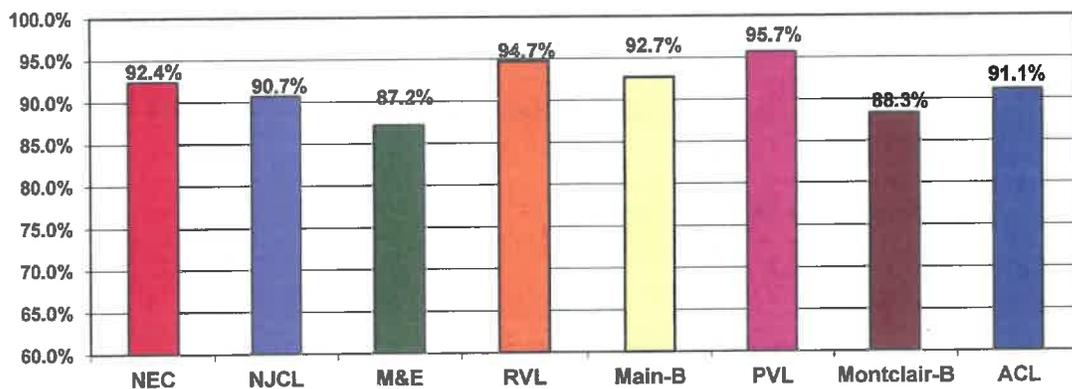
% NEW YORK PENN STATION Trains Reported On Time *



% SYSTEMWIDE Trains Reported On Time

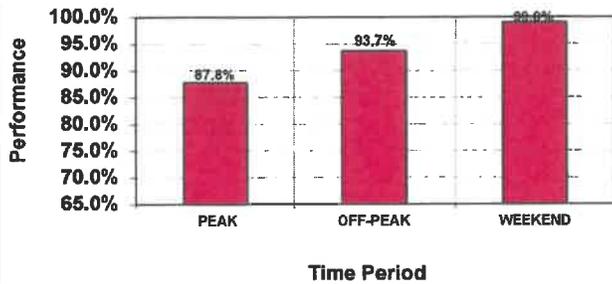


% BY LINE Trains Reported On Time

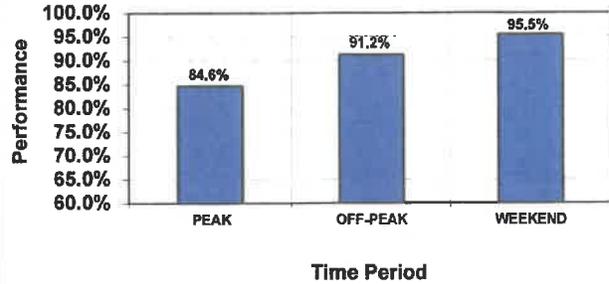


ON-TIME PERFORMANCE BY RAIL LINE & TIME PERIOD OCTOBER, 2019

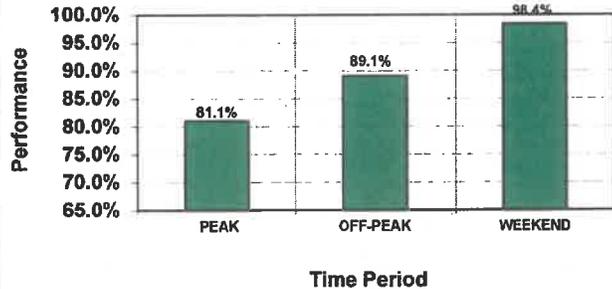
NORTHEAST CORRIDOR



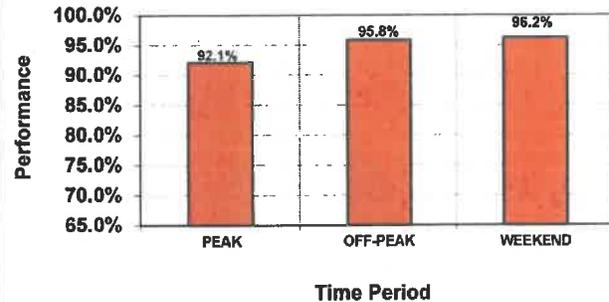
NORTH JERSEY COAST LINE



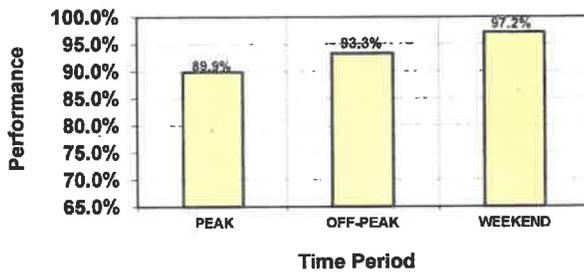
MORRIS & ESSEX



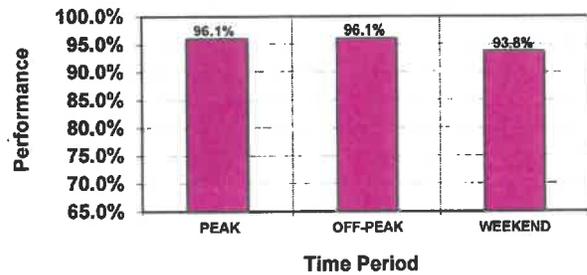
RARITAN VALLEY LINE



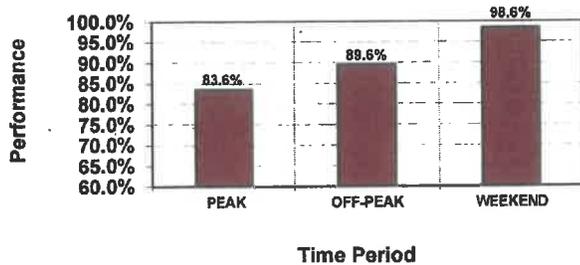
MAIN-BERGEN



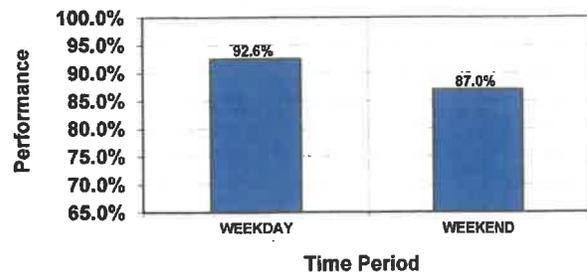
PASCACK VALLEY



MONTCLAIR-BOONTON



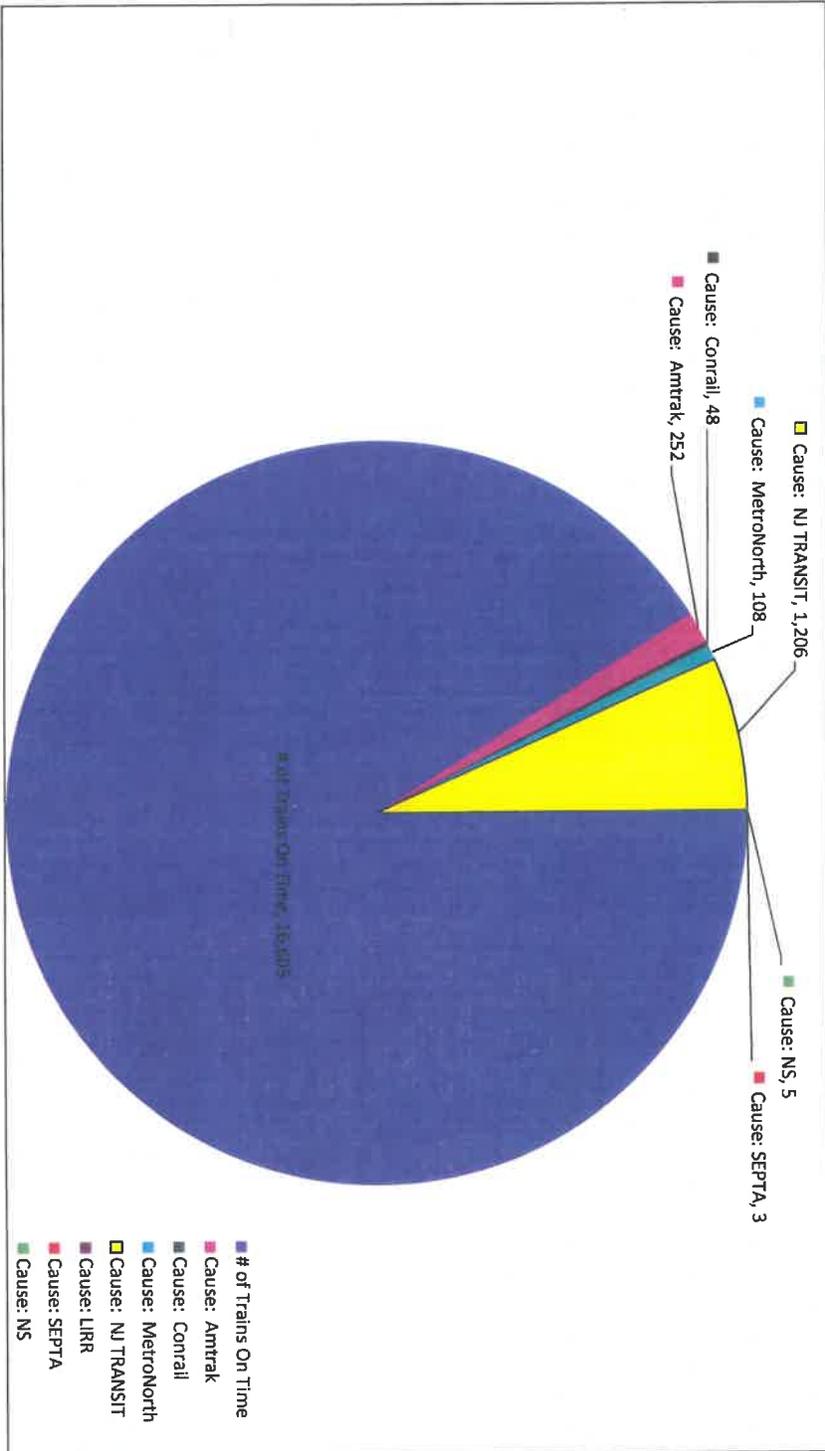
ATLANTIC CITY*



NJ TRANSIT Performance - OCTOBER, 2019

Late NJ TRANSIT Trains

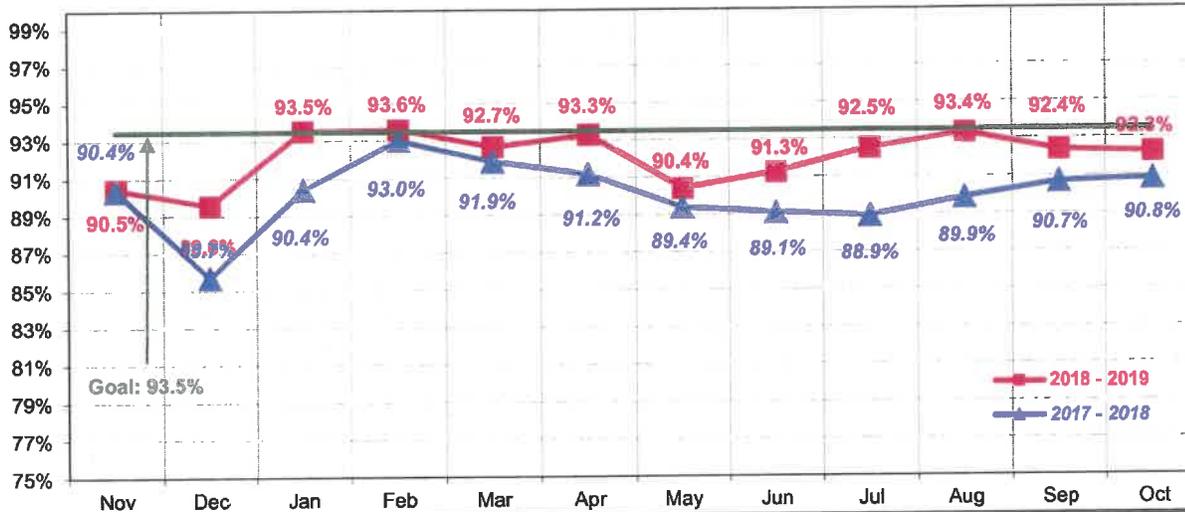
# of Trains On Time	Cause: Amtrak	Cause: Conrail	Cause: MetroNorth	Cause: NJ TRANSIT	Cause: LIRR	Cause: SEPTA	Cause: NS
16,605	252	48	108	1,206	3	5	
# of Late Trains	1,622						
Total # of Trains	18,227						
Percentage On Time	1.38%	0.26%	0.59%	6.62%	0.00%	0.02%	0.03%



NJ TRANSIT ON-TIME PERFORMANCE BUS November 2017 - October 2019

###

% Buses Departing Major Terminals Within 6 Minutes of Schedule



	2018	2019	% Change
October Comparison	90.8%	92.3%	1.5%

	2018	2019	% Change
12-Month November - October	90.1%	92.1%	2.0%

Analysis:

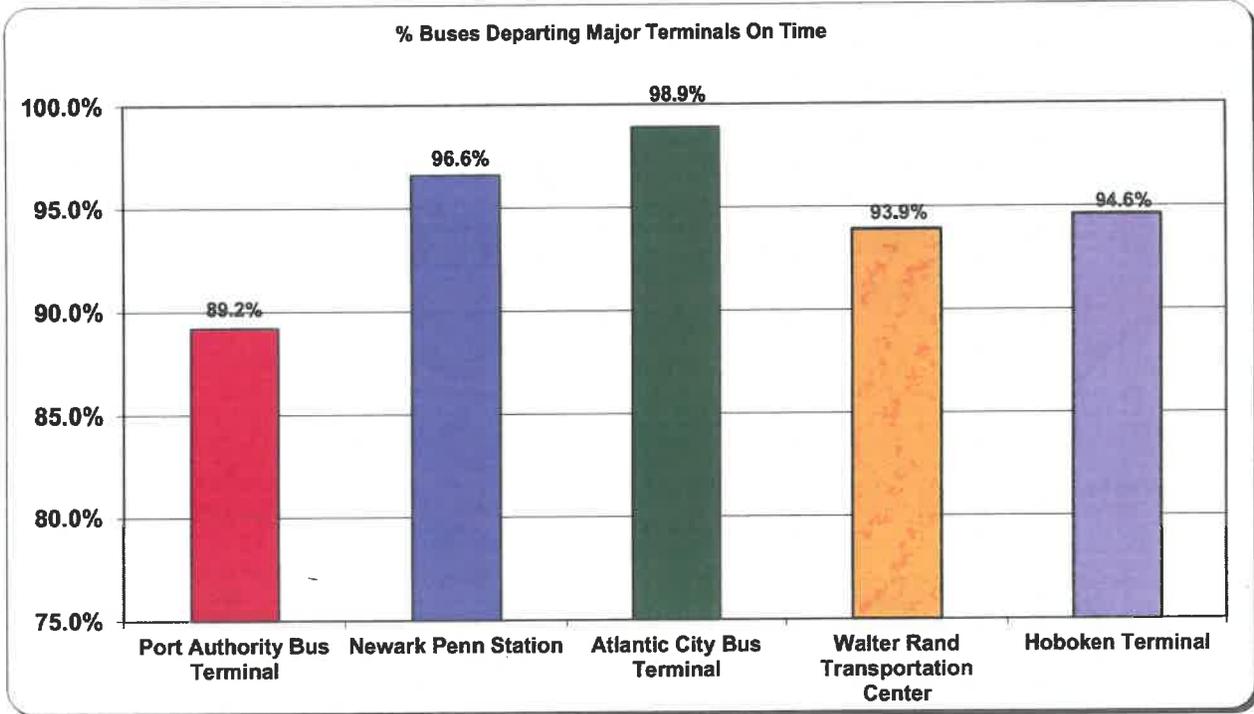
Bus On-Time Performance was 92.3% for October 2019. Of the 51,861 monitored departures, 3889 (or 7.4%) experienced delays. Key causes included:

- At Port Authority Bus Terminal, a vehicle blockage caused delays on October 1. Heavy rain caused significant delays on several days, heavy traffic caused delays and on October 11 and 29, disabled vehicles caused delays.
- At Newark Penn, police activity, an accident and road closure due to construction caused delays. A disabled tractor trailer on NJ Turnpike northbound caused delays.

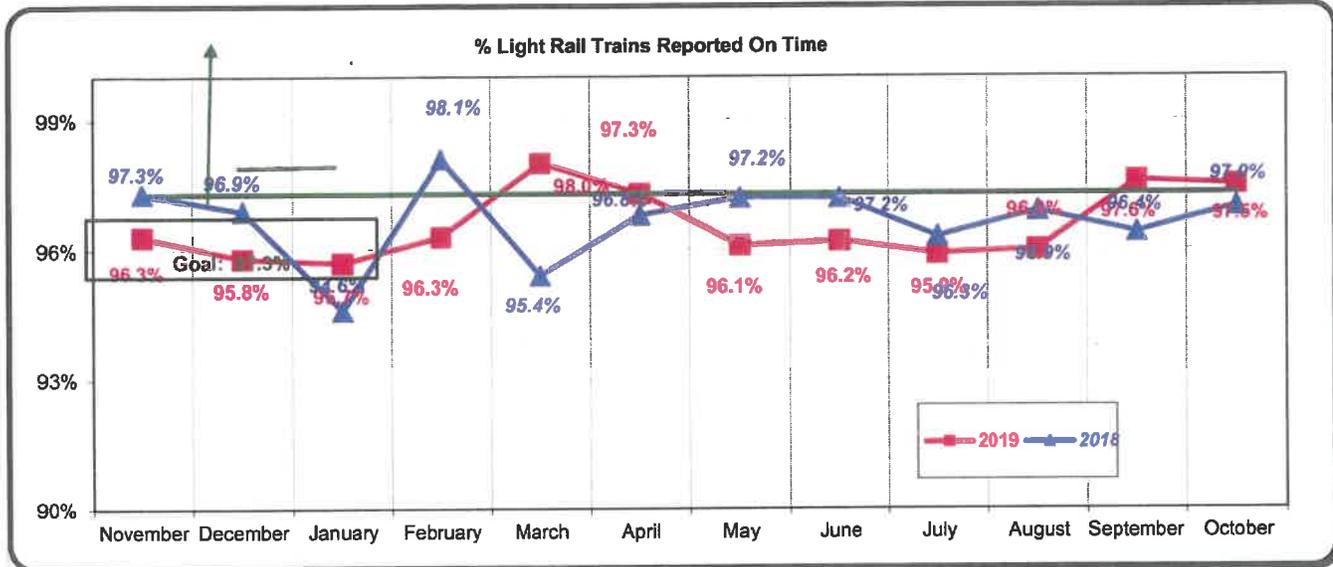
The 12-month average for Bus On-Time Performance for November - October was 92.1%.

ON-TIME PERFORMANCE BUS

SUMMARY BY TERMINAL October 2019



NJ TRANSIT ON-TIME PERFORMANCE LIGHT RAIL November 2017 to October 2019



	2018	2019	# Change
October Comparison	97.00%	97.50%	0.5%

	2018	2019	# Change
12-Month Average Ended November 2018 - October 2019	96.68%	96.56%	-0.12%

Analysis:

Light Rail On-Time Performance systemwide was 97.5% for the month of October 2019. Of the 28,223 scheduled departures, 740 experienced delays.

Key Causes included:

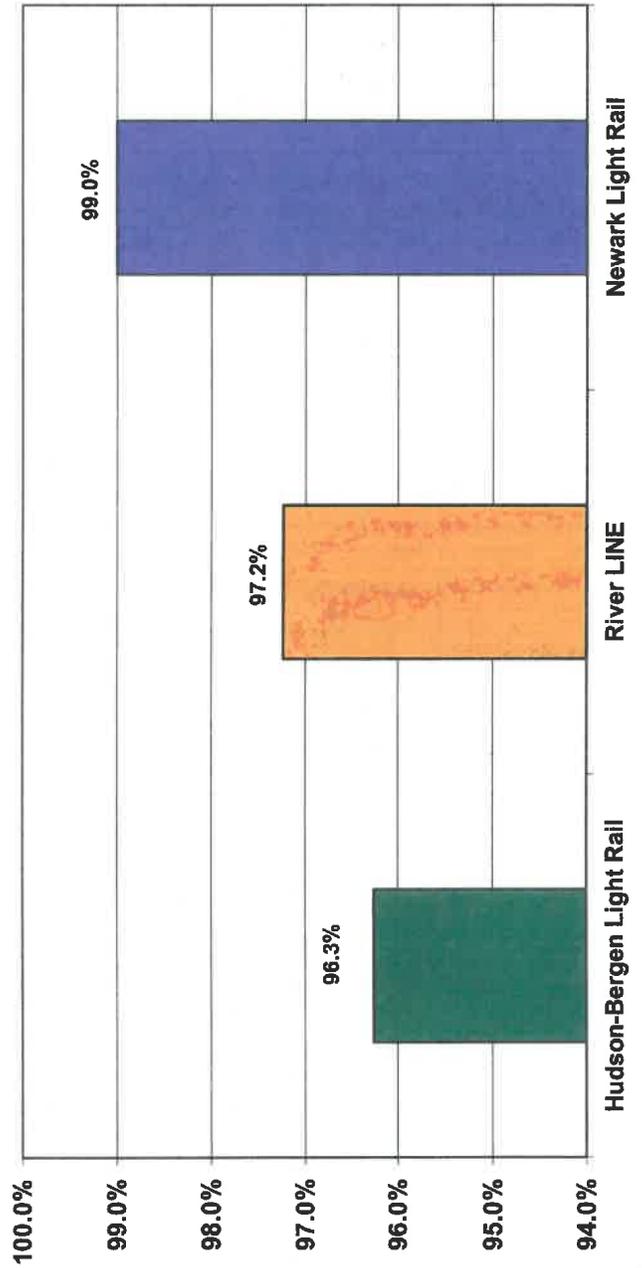
- Equipment issues, human error, and police activity impacted service on several days on River LINE.
- Equipment issues and police activity impacted service on several days along the Hudson-Bergen Light Rail.
- Staff shortages, mechanical issues, track obstruction and human error impacted service on Newark Light Rail.

The 12 month Average for Light Rail On-Time Performance was 96.56%.

ON-TIME PERFORMANCE LIGHT RAIL

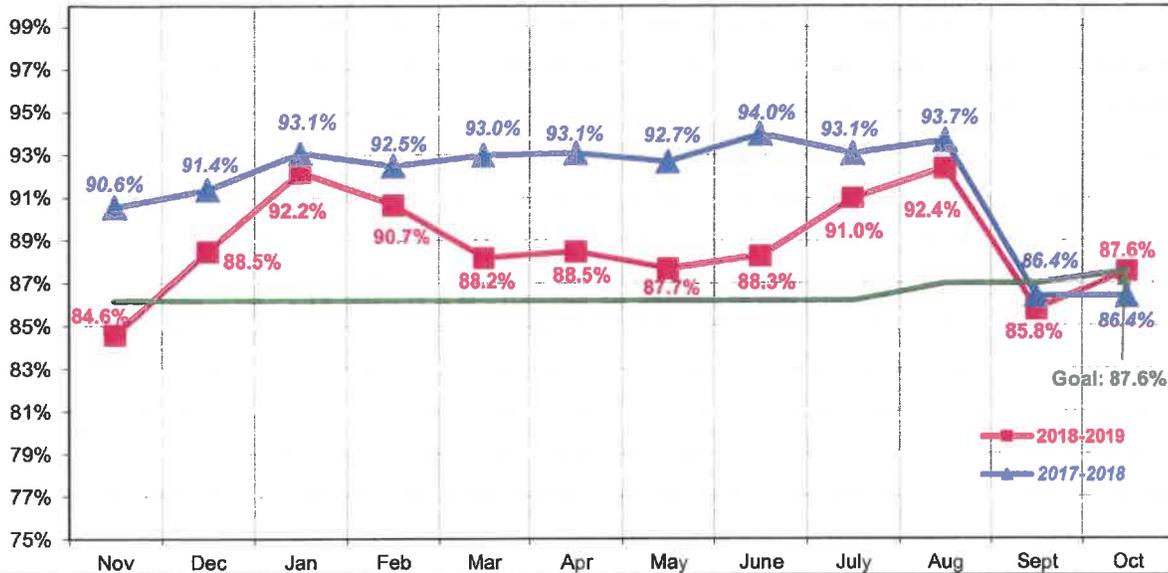
SUMMARY BY LINE
October 2019

% Light Rail Trains Reported On Time



NJ TRANSIT ON-TIME PERFORMANCE ACCESS LINK November 2017 - October 2019

(ADA, PCAs and Companion Ridership)



	2018	2019	% Change
October Comparison	86.4%	87.6%	1.2%

	2018	2019	Difference
October Ridership	153,455	152,297	-1,158

	2017-2018	2018-2019	% Change
12-Month Average November-October	91.7%	88.8%	-2.9%

Analysis:

Access Link On-Time Performance was 87.6% for October, 2019. In serving 166,671 total riders, for 152,297 ADA customers trips, 18,945 (or 12.4%) experienced delays.

Key causes include:

- Driver shortages and issues retaining drivers
- Delays due to increased traffic volume and congestion
- Scheduling impact from pick-up window reduction
- Flooding issues on October 10 near Atlantic City
- A systemwide database issue on October 12

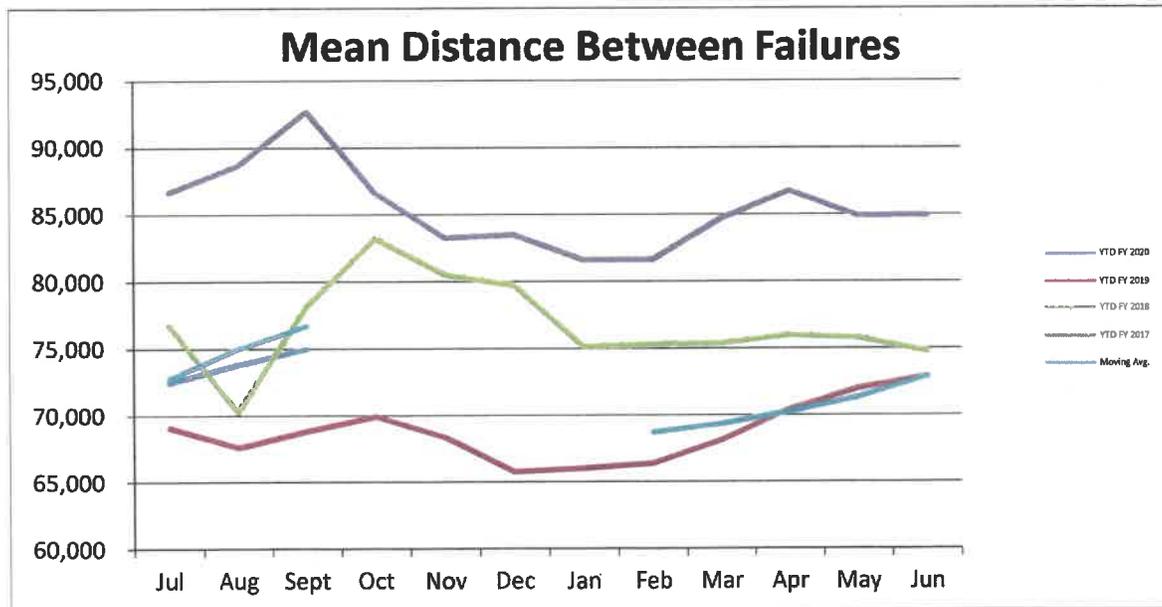
The 12-month average for Access Link On-Time Performance was 88.8%.

MEAN DISTANCE BETWEEN FAILURES

September 2019

NJ TRANSIT Rail Operations
Mean Distance Between Failures

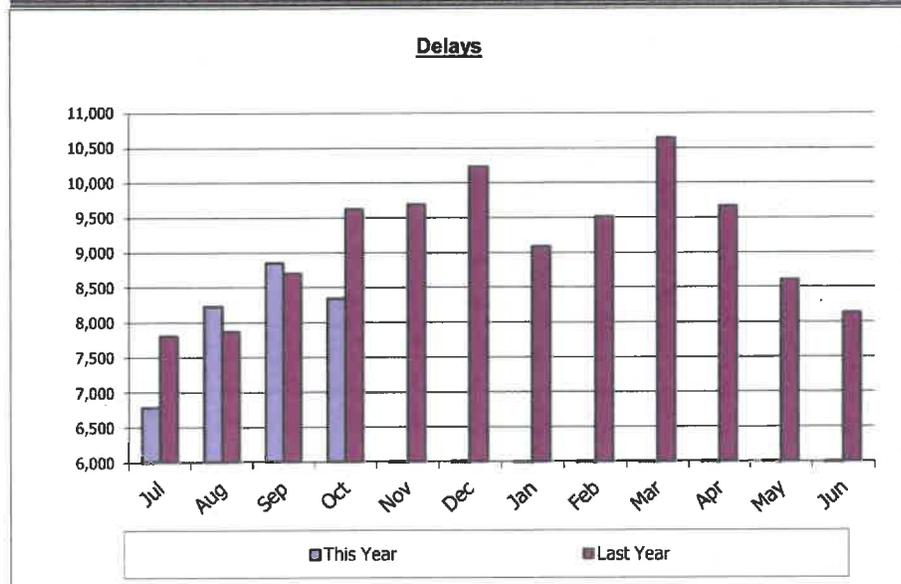
					12 Month
Month	YTD FY2020	YTD FY2019	YTD FY2018	YTD FY2017	Moving Avg.
Jul	72,472	69,055	76,674	86,683	72,788
Aug	73,824	67,612	70,263	88,680	75,030
Sept	74,984	68,823	78,151	92,705	76,712
Oct	-	69,913	83,213	86,626	-
Nov	-	68,356	80,523	83,272	-
Dec	-	65,796	79,711	83,501	-
Jan	-	66,025	75,139	81,633	-
Feb	-	66,391	75,324	81,639	68,717
Mar	-	68,141	75,376	84,715	69,344
Apr	-	70,447	75,968	86,771	70,258
May	-	71,986	75,787	84,920	71,342
Jun	-	72,930	74,776	84,936	72,930



Garage Performance Parameters

October 2019

Location	Miles Between In-Service Delays			
	FY2020 Goal	This Month	FY2020 YTD	FY2019 YTD
Fairview	6,000	3,234	3,119	3,848
Greenville	7,500	4,846	4,162	4,623
Market Street	8,500	6,834	6,278	6,278
Meadowlands	10,200	4,992	4,633	4,961
Oradell	10,500	5,860	5,369	7,260
Wayne	10,500	14,200	13,918	7,314
Northern Division	-	6,225	5,771	5,929
Big Tree	8,800	4,873	4,973	5,269
Hilton	10,200	6,395	7,286	7,204
Howell	16,750	32,638	30,159	22,409
Ironbound	9,600	7,746	6,241	7,332
Orange	9,250	5,098	5,053	7,435
Morris	10,500	23,504	26,727	96,658
Central Division	-	8,572	8,136	9,255
Egg Harbor	15,500	15,328	16,408	18,781
Hamilton	13,000	8,098	9,332	8,214
Newton Avenue	12,000	10,805	11,203	10,460
Washington Twp.	14,500	22,751	19,459	17,084
Southern Division	-	14,170	14,576	14,107
Bus Operations	-	8,341	7,955	8,435

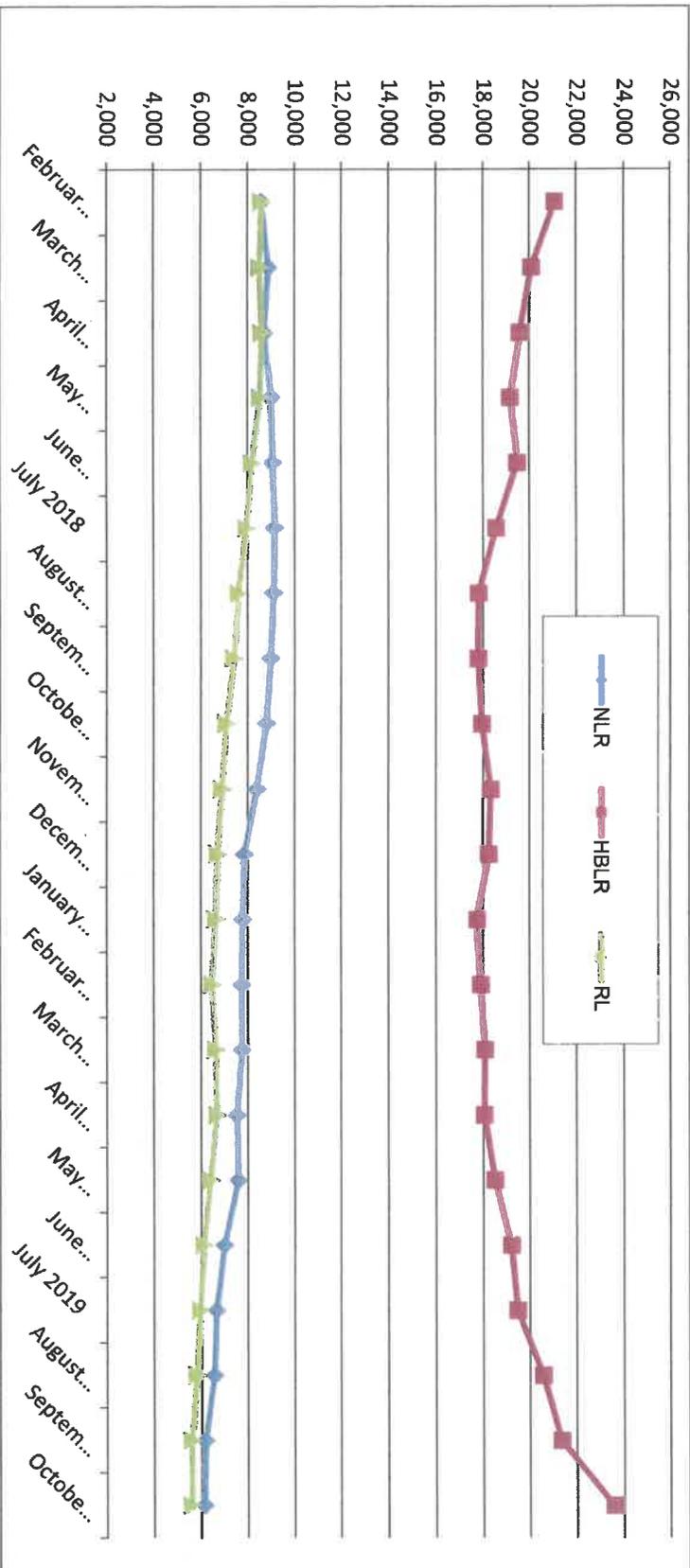


NJ TRANSIT - LIGHT RAIL, October 2019

Average Miles Between In Service Failures

	MDBSF * October 2019	MDBSF * September 2019
NJT LIGHT RAIL		
Newark Light Rail	6,150	6,323
Hudson Bergen	23,575	19,397
River LINE	5,606	5,613

AVERAGE MILES BETWEEN IN-SERVICE MECHANICAL FAILURES



DBE/SBE PROGRAM

NJ TRANSIT –Office of Business Development Additional DBE/SBE Participation for October 2019

State Funded Contracts

During the month October 2019, NJ TRANSIT awarded **\$19,986,170.00** in state funded contracts. Of that total, Small Business Enterprises (SBEs) received **\$0.00** or **0%**.

During the State Fiscal Year **2020** (July 1, 2019 through June 30, 2020) NJ TRANSIT awarded **\$190,831,627.35** in state funded contracts. Of that total, SBEs received **\$8,419,903.37** or **4.41%**.

Note: The above reflects the Procurement Report of Awards received November 1, 2019.

SBE Goal Attainment from July 1, 2019 through June 30, 2020 (FY 2020)

Category 1 SBEs received	\$0.00	or 0.00%
Category 2 SBEs received	\$403,200.00	or 0.21%
Category 3 SBEs received	\$3,963,459.07	or 2.08%
Category 4 SBEs received	\$3,774,972.74	or 1.98%
Category 5 SBEs received	\$224,423.30	or 0.12%
Category 6 SBEs received	\$53,848.26	or 0.03%

FTA Funded Contracts (updated Quarterly – next update will occur December 2019)

During the 4th Quarter (July 1, 2019 – September 30, 2019) of Federal Fiscal Year 2019 (October 1, 2018 through September 30, 2019), the FTA funded share of NJ TRANSIT’s federal contracts awarded was **\$33,717,209.13**. Of that total, Disadvantaged Business Enterprises (DBEs) received **\$12,583,298.70** or **37.32%**.

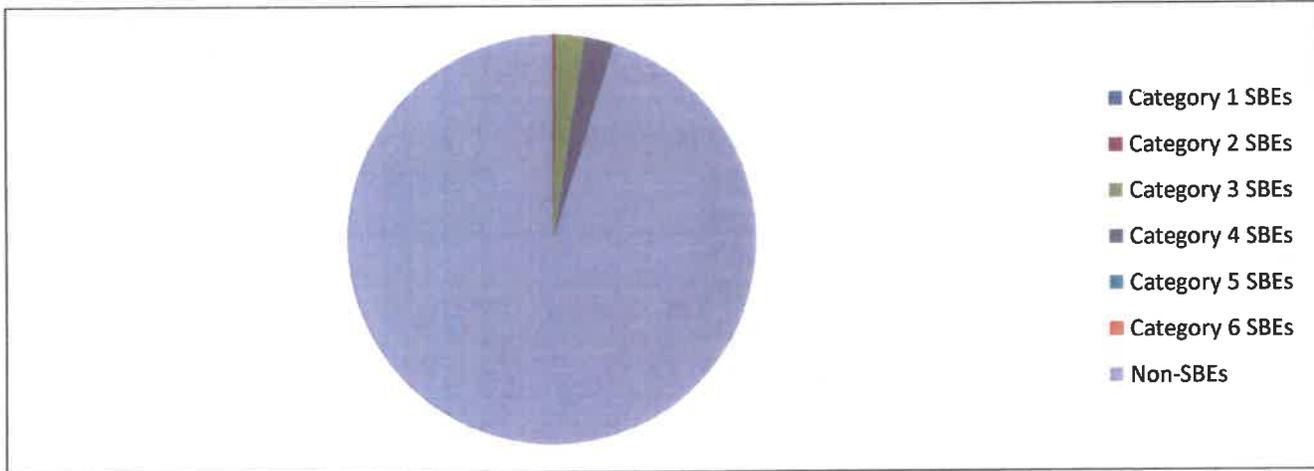
DBE Goal Attainment from July 1, 2019 – September 30, 2019 (FFY 2019) *

Contracts awarded	\$33,717,209.31
DBEs received	\$12,583,298.70 or 37.32%

**Numbers reflect federal share.*

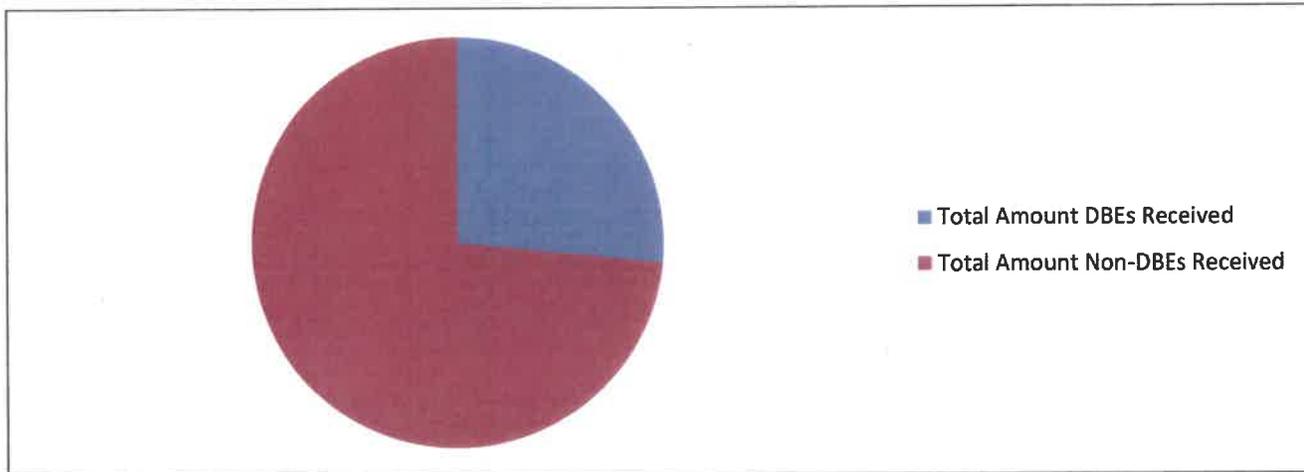
SBE PARTICIPATION
STATE CONTRACTS
STATE FYTD 2020

<i>Category 1 SBEs</i>	\$0.00	0.00%
<i>Category 2 SBEs</i>	\$403,200.00	0.21%
<i>Category 3 SBEs</i>	\$3,963,459.07	2.08%
<i>Category 4 SBEs</i>	\$3,774,972.74	1.98%
<i>Category 5 SBEs</i>	\$224,423.30	0.12%
<i>Category 6 SBEs</i>	\$53,848.26	0.03%
<i>Non-SBEs</i>	\$182,411,723.98	95.59%



DBE PARTICIPATION
FEDERAL CONTRACTS
FEDERAL FYTD 2019

Total Amount DBEs Received	\$29,506,584.37	26.62%
Total Amount Non-DBEs Received	\$81,348,357.72	73.38%



EMPLOYEE RECOGNITION

NJ TRANSIT employees bid farewell after outstanding careers

These NJ TRANSIT employees retired recently with careers ranging 14 to 46 years of service:

1. Moussa Abboud, Dir ROW/Facilities Improvement – Hoboken – 25 years
2. Steven Brown, Tech – Hoboken – 30 years
3. Michael Browne, Electrician – 14 years
4. Anthony Cenni, Sr. Director, Rail Training – Ferry Street – 30 years
5. Wayne Fontaine, Sr. Road Foreman Engines – Long Branch – 32 years
6. Anthony Mele, Vehicle Operator – Various – 24 years
7. Nicholas Orazzi, Car Appearance Maintainer – Port Jervis – 41 years
8. Jamal Ormond, TVM Terminal Agent – South Orange – 23 years
9. John Pyziak, Foreman Wreckmaster – MMC – 46 years
10. Frances Robinson, Lead Crew Caller – MMC – 32 years
11. Richard Wagner, Princ Rail Ops Planner – Penn Plaza – 30 years
12. Kenneth Hohny, Operator – Washington Township – 37 years
13. Jerome Williams, Mechanic – Orange – 23 years
14. Carlos Orlando, Operator – Meadowlands – 15 years
15. Jose Cruz, Manager Bus Claims – Newton Avenue – 40 years
16. John Runta, Manager Net Planning Sup – Penn Plaza – 22 years
17. Noel White, Manager Quality Control – MMC – 31 years
18. Steven Ardelli, Princip Control Spec – Penn Plaza – 39 years
19. Sylvia Benavente, Control Supt Coordinator – Penn Plaza – 26 years
20. Linda Mosch, Sr. Director Light Rail – Penn Plaza – 20 years
21. Kathleen Perna, Director Pay Tax & Accounting – GOB – 35 years
22. Ellaree Pray, Benefits Spec – GOB – 20 years

ACTION ITEMS

ITEM 1911-69 WALTER RAND TRANSPORTATION CENTER PARKING DECK

The Walter Rand Transportation Center Parking Deck Repair Contract will include enhancements to capacity, reliability, and functionality.

- Seeking authorization to enter into NJ TRANSIT Contract No. 19-057X with **WATTS RESTORATION CO., INC.** of Feasterville, Pennsylvania, for the construction of the Walter Rand Transportation Center Parking Deck Repair Project in the amount not to exceed **\$2,747,949**, plus ten percent for contingencies, subject to the availability of funds.



ITEM 1911-69

WALTER RAND TRANSPORTATION CENTER PARKING DECK

- Authorization of this Construction Contract will allow for the demolition and repair of structurally unsound concrete cracks, as well as the removal and installation of new electrical lighting.
- These repairs to the parking deck are required to keep the facility in a safe and secure working condition for public use everyday until the future new redesign is constructed.



ITEM 1911-69: WALTER RAND TRANSPORTATION CENTER DECK REPAIR PROJECT – CONSTRUCTION CONTRACT AWARD

WHEREAS, the Walter Rand Transportation Center (WRTC), located in Camden, NJ, is a multi-modal facility that includes NJ TRANSIT Bus, Light Rail, and Port Authority Transit Corporation (PATCO) services; and

WHEREAS, NJ TRANSIT seeks to enhance the capacity, reliability, and functionality of WRTC parking deck; and

WHEREAS, over time, the parking deck has suffered from natural deterioration due to salt, snow, water, and other environmental changes; and

WHEREAS, NJ TRANSIT is committed to repairing the parking deck; and

WHEREAS, authorization of this construction contract will allow for repairs to the parking deck and new lighting for the entire deck structure; and

WHEREAS, the NJ TRANSIT Office of Business Development (OBD) has established this procurement as a 0% SBE goal; and

WHEREAS, an invitation for Bid was advertised on Bid Express (NJ TRANSIT's electronic bidding system), *The Star Ledger* and *Trenton Times* on July 8, 2019; and

WHEREAS, bids were received electronically from 6 firms on September 24, 2019 at NJ TRANSIT Headquarters in Newark, NJ; and

WHEREAS, Watts Restoration Co., Inc. of Feasterville, Pennsylvania, submitted the lowest responsive and responsible bid; 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. IFB 19-057X with Watts Restoration Co., Inc. of Feasterville, Pennsylvania, for providing construction services for the Walter Rand Transportation Center parking deck repair project in an amount not to exceed \$2,747,949, plus ten percent for contingencies, subject to the availability of funds.

ITEM 1911-70 ENTERPRISE ASSET MANAGEMENT PROGRAM MANAGEMENT OFFICE

The Enterprise Asset Management Office is responsible for the development of an Enterprise Asset Management program to support operating maintenance, capital rehabilitation and investment.

- Seeking authorization to enter into NJ TRANSIT Contract No. 19-061 with **WSP USA** of New York, New York, to support the Enterprise Asset Management program in the amount not to exceed **\$8,201,815.71**, plus five percent for contingencies, subject to the availability of funds.



ITEM 1911-70 ENTERPRISE ASSET MANAGEMENT PROGRAM MANAGEMENT OFFICE

- The Federal Transit Administration published the Transit Asset Management final rule in July 2016.
- The Enterprise Asset Management Program will allow NJ TRANSIT to focus on the development and implementation of consistent programmatic business processes.
- Enhanced prioritization of both operating and capital funding to support more efficient and effective investment in the most critical asset needs.



ITEM 1911-70: ENTERPRISE ASSET MANAGEMENT PROGRAM MANAGEMENT OFFICE

WHEREAS, the Federal Transit Administration (FTA) has issued a final rule that requires FTA grantees to develop Transit Asset Management (TAM) plans for their public transportation assets, including vehicles, facilities, equipment, and infrastructure; and where all recipients or sub-recipients of Federal financial assistance under 49 U.S.C. Chapter 53, including NJ TRANSIT, that own, operate, or manage capital assets used in the provision of public transportation, are required to develop a TAM plan; and

WHEREAS, in compliance with Moving Ahead for Progress in the 21st Century (MAP-21) (P.L. 112-141) legislation, NJ TRANSIT approved its initial Transit Asset Management (TAM) Plan on October 1, 2018. This Plan has established the initial NJ TRANSIT Asset Management Policy and State of Good Repair (SGR) Policy; and

WHEREAS, NJ TRANSIT has ambitious plans for the development of an asset management program to support operating maintenance and capital rehabilitation and investment; and

WHEREAS, NJ TRANSIT has created the NJ TRANSIT Enterprise Asset Management Office (EAMO) to develop the NJ TRANSIT Enterprise Asset Management Program (EAM); and

WHEREAS, the initial TAM plan initially addressed only specific asset inventories and associated conditions, the EAM program now must focus on programmatic business processes to maintain and further develop asset inventories, condition assessments and asset condition-based capital program prioritization, so operating and capital funding can be spent efficiently for the most critical assets; and

WHEREAS, NJ TRANSIT is procuring a qualified vendor to realize the benefits of an agency-wide Enterprise Management System by guiding NJ TRANSIT in the creation of a digital platform to access and manage real time data and to formulate best practice processes for the location, condition, maintenance and reinvestment of agency assets; and

WHEREAS, the Program Management Office will be tasked to refine EAM policy and concepts of operations, perform gap analyses, and design roadmaps so that each modal department can implement their own EAM processes consistently across NJ TRANSIT; and

WHEREAS, the successful implementation of these tasks will result in a standardized Asset Inventory Structure with Asset Hierarchies, Data Attributes and Maintainable Units ensuring a consistency of asset condition reporting that will inform operating maintenance practices and support long term capital investment decisions; and

WHEREAS, on June 13, 2019, a Request for Proposals (RFP) was advertised in *The Star-Ledger* and *Trenton Times*. A Pre-Proposal Conference was held on June 27, 2019 and on August 29, 2019; and

WHEREAS, upon completion of a competitive procurement process, the Technical Evaluation Committee determined that WSP USA of New York, NY was the most qualified responsive and responsible proposer; and

WHEREAS, NJ TRANSIT Office of Business Development identified this as a race neutral procurement and WSP USA identified 20.21 percent DBE participation; and

WHEREAS, the Transportation Trust Fund and the Federal Transit Administration are the anticipated sources of funding for this project;

NOW, THEREFORE, BE IT RESOLVED that the Chair or President & CEO is authorized to enter into NJ TRANSIT Contract No. 19-061 with WSP USA of New York, New York, for Program Management Office support services at a cost not to exceed \$8,201,815.71, plus five percent for contingencies, subject to the availability of funds.

ITEM 1911-71: RECOMMENDATION TO APPROVE THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2019

WHEREAS, P.L. 1979, Ch. 150, P.L. 2018, Ch. 162, Executive Order 122 (McGreevey 2004) (EO 122), and Executive Order 37 (Corzine 2006) (EO 37) require, among other things, an annual audit of the financial statements of NJ TRANSIT by an independent auditor. For purposes of the Executive Orders, the audit is an examination of NJ TRANSIT's financial statements by a certified public accounting firm in compliance with generally accepted government auditing standards (GAGAS), issued by the Comptroller General of the United States, and in accordance with all applicable rules, regulations, and circulars; and

WHEREAS, EO 37 and EO 122 require the audit to be accompanied by a written certification from both the President and Chief Executive Officer and the Senior Vice President, Chief Financial Officer & Treasurer that the financial information provided to the independent auditor in connection with the audit is, to the best of their knowledge, accurate and that such information fairly represents, in all material respects, the financial condition and operational results of NJ TRANSIT for the fiscal year; and

WHEREAS, P.L. 2018, Ch. 162 requires NJ TRANSIT to file its annual audit with the New Jersey Department of Treasury within four (4) months after the close of the fiscal year; and

WHEREAS, on October 31, 2019, NJ TRANSIT's independent auditor, Deloitte & Touche LLP (Deloitte), completed its examination of NJ TRANSIT's financial statements for the fiscal year ended June 30, 2019 in compliance with the enabling legislation and requirements of the Executive Orders. Deloitte issued an unmodified opinion, which concluded that the financial statements present fairly, in all material respects, the consolidated net position of NJ TRANSIT as of June 30, 2019, and the changes in its financial position and its cash flows for the year then ended were in conformity with United States generally accepted accounting principles. Deloitte did have an "Emphasis of Matter" paragraph, which noted that NJ TRANSIT "requires significant subsidies from, and has material transactions with, the State of New Jersey, including the State of New Jersey's Transportation Trust Fund, and the United States Federal Government." The paragraph, however, did not modify Deloitte's opinion; and

WHEREAS, at its Special Meeting of October 28, 2019, NJ TRANSIT's Audit Committee reviewed the FY19 audited financial statements with Deloitte and senior staff from the Finance Department. The Audit Committee recommended that the FY19 audited financial statements be presented to the Board of Directors for its acceptance and approval; and

WHEREAS, on October 31, 2019, NJ TRANSIT filed its FY19 audited financial statements for the fiscal year ended June 30, 2019 with the New Jersey Department of Treasury thereby complying with its enabling legislation;

NOW, THEREFORE, BE IT RESOLVED that in compliance with EO 37 (Corzine 2006), it is respectfully recommended that the Board of Directors accept and approve NJ TRANSIT's audited financial statements for the fiscal year ended June 30, 2019.

ITEM 1911-72 MEMORANDUM OF UNDERSTANDING NORTH BRUNSWICK TRAIN STATION

The proposed North Brunswick Train Station will operate along the Northeast Corridor, with NJ TRANSIT providing rail service to and from the station and will be part of the “Main Street North Brunswick” development project.

- Seeking authorization to enter into a Memorandum of Understanding between NJ TRANSIT and the **Middlesex County Improvement Authority** by which NJ TRANSIT will fund a not-to-exceed amount of **\$50,000,000.00** for the design and construction of the North Brunswick Train Station, subject to the availability of funds.



ITEM 1911-72 MEMORANDUM OF UNDERSTANDING NORTH BRUNSWICK TRAIN STATION

- Provides easier access to the region's transportation centers.
- Increases economic opportunities and investments for the residents of North Brunswick and Middlesex County.
- The New Jersey State Legislature appropriated \$50 million through the New Jersey Transportation Trust Fund to NJ TRANSIT for the purpose of financing design and construction of the new North Brunswick Train Station.



ITEM 1911-72: MEMORANDUM OF UNDERSTANDING WITH MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE NORTH BRUNSWICK TRAIN STATION

WHEREAS, Middlesex County has proposed a North Brunswick Train Station, located in North Brunswick, New Jersey, to be built at the North Brunswick transit village, as part of the “Main Street North Brunswick” development project; and

WHEREAS, the proposed Station will operate along the Northeast Corridor, with NJ TRANSIT providing rail service to and from the North Brunswick Train Station; and

WHEREAS, the Memorandum of Understanding between NJ TRANSIT and the Middlesex County Improvement Authority (MCIA) will provide for the design and construction of a full-service train station at the North Brunswick transit village; and

WHEREAS, this includes the design and construction of train platforms and any other related railroad infrastructure required to facilitate NJ TRANSIT public transportation along the NEC to and from the Station; and

WHEREAS, the New Jersey State Legislature has appropriated \$50 million through the New Jersey Transportation Trust Fund to NJ TRANSIT for the purposes of financing design and construction of the Station; and

WHEREAS, MCIA will serve as project manager overseeing the design and construction of the project on behalf of NJ TRANSIT and MCIA; and

WHEREAS, prior to initiating each project phase, the MCIA will prepare a scope of work, cost estimate and schedule of the project phase for NJ TRANSIT’s review and approval; and

WHEREAS, the parties will execute a funding agreement for each project phase prior to commencement of that phase; and

WHEREAS, NJ TRANSIT’s maximum contribution will not exceed \$50,000,000 for all project phases, notwithstanding the actual cost of each individual project phase;

NOW, THEREFORE, BE IT RESOLVED, that the Chair or President & CEO is hereby authorized to enter into the attached Memorandum of Understanding between and among NJ TRANSIT and the Middlesex County Improvement Authority by which NJ TRANSIT will fund a not-to-exceed amount of \$50,000,000 for the design and construction of the North Brunswick Train Station; and

BE IT FURTHER RESOLVED that the Chair or President & CEO is hereby authorized to enter into funding agreements for each project phase prior to commencement of that phase for a total amount not-to-exceed \$50,000,000, subject to the availability of funds.

ITEM 1911-73: PROPOSED LABOR AGREEMENT: POLICE BENEVOLENT ASSOCIATION (PBA) LOCAL #304

WHEREAS, NJ TRANSIT and special counsel, in recognition of collective bargaining negotiations, recommends approval to enter into agreement for a term of July 1, 2018 through June 30, 2022; and

WHEREAS, on August 9, 2019, the Police Benevolent Association (PBA) Local #304 ratified the economic terms and other proposed conditions contained in each Memorandum of Understanding; and

WHEREAS, the collective bargaining agreement with NJ TRANSIT's Police Benevolent Association covers Police Officers and Police Detectives;

NOW, THEREFORE, BE IT RESOLVED, the Chair, President & CEO, or a designee, is authorized to enter into contract with the Police Benevolent Association (PBA) for the term of July 1, 2018 until June 30, 2022, subject to the availability of funds, approve the economic terms and other proposed conditions contained in each Memorandum of Understanding, and take all necessary steps to finalize and implement same, as discussed in Executive Session.

TERM SHEET

Except as set forth herein, the terms and conditions of the collective negotiations agreement which expired June 30, 2018 shall remain in force and effect:

- Term of Agreement – July 1, 2018 through June 30, 2022.
- Article 9 (Wages) – the parties agree to the Union’s June 18, 2019 proposal (attached hereto).
- Article 10 (Retention of Benefits) – Union members will be entitled to the eye care and dental plans consistent with such benefits provided to the ATU.
- Article 17 (Funeral Leave) – funeral leave shall remain the same as in the recently-expired contract.
- Article 23 (Advertisement and Selection of Positions):
 - *RDO Adjustments* – officers’ first and last RDO may be changed at the discretion of NJT up to five times per calendar year. In the event an individual’s first or last RDO is changed more than five times, the officer shall receive overtime plus comp time for each such instance over five. In addition, officers’ middle RDO may be changed at the discretion of NJT up to three times per calendar year. In the event an individual’s first or last RDO is changed more than three times, the officer shall receive overtime plus comp time for each such instance over three. Changes in RDOs shall not interfere with pre-selected vacations scheduled during the initial vacation selection period. A negotiations unit member may elect to work a shift overtime rather than receive an RDO adjustment. If an officer’s compensatory time bank is maximized, and that officer’s RDO is changed more than thresholds set forth above (5 for first/last and 3 for middle), that officer may exceed the maximum compensatory time for purposes of receiving the compensatory time set forth above for his/her RDO change.
 - *Voluntary Furlough* - delete voluntary furlough provisions (Section 11).
- Article 24 (Overtime) – Section 6 shall be deleted. The parties agree to add language that personnel off on a compensatory day are ineligible for overtime during their normal tour of duty on that calendar day.
- Article 25 (Vacation) – the parties agree to the Union’s June 18, 2019 vacation proposal (attached hereto).
- Article 26 (Personal Leave) – personal leave shall remain the same as in the recently-expired contract.
- Article 27 (Uniforms) – Effective July 1, 2019, the uniform allowance will be increased to \$650.

- New Article (Letter Agreements) – The letter agreements involving compensatory time off (2) and vacation shall be incorporated into the contract.
- New Article (Donated Leave) – negotiations unit members shall be covered by NJT Policy 3.30.

The parties understand and agree that the terms set forth above must be approved by NJ Transit, the Governor’s Authorities Unit, the Governor’s Office of Employee Relations, and the minutes must be approved by the Governor. In addition, the terms hereof must be ratified by members of the PBA.

For NJT:



Dated: 07-17-2019

For the PBA:



Dated: 7/17/19

[Handwritten initials]

June 18, 2019

PROPOSALS FOR SUCCESSOR MEMORANDUM OF AGREEMENT

The New Jersey State Policemen’s Benevolent Association, Local # 304 (“PBA Local #304”) reserves the right to add, modify or withdraw proposals during negotiations. PBA Local #304 also reserves the right to make counter-proposals to any proposal made by the New Jersey Transit Corporation. The contents of this proposal are not subject to disclosure and are intended solely for the purpose of discussions between the negotiations teams.

All proposals are retroactive to July 1, 2018 or to the effective date listed in the proposal.

ECONOMIC PROPOSALS

1. Term of Agreement

The term of the new Agreement shall be for a period of four (4) years, effective July 1, 2018 through June 30, 2022.

2. Wages

a. All members to move through the salary guide as per current practice. The PBA proposes modifications to the salary guide as follows:

Effective July 1, 2018:

Effective July 1, 2018, the steps covering 0 months to 48 months are frozen at 2017 levels. Steps covering 49 months to 120 months are increased by 2.00%.

Months of Service as Police Officers	Base Pay	% of Base Pay
At NJ Transit		
Training	\$55,833	57.9%
0-12	\$64,422	66.8%
13-24	\$73,012	75.8%
25-36	\$77,307	80.2%
37-48	\$81,601	84.7%
49-60	\$96,368	100.0%

61-72	\$97,332	101.0%
73-84	\$98,296	102.0%
85-96	\$99,259	103.0%
97-108	\$100,223	104.0%
109-120	\$101,187	105.0%

Effective July 1, 2019:

Effective July 1, 2019, the steps covering 0 months to 48 months are frozen at 2017 levels. Steps covering 49 months to 120 months are increased by 2.00%.

Months of Service as Police Officers At NJ Transit	Base Pay	% of Base Pay
Training	\$55,833	56.8%
0-12	\$64,422	65.5%
13-24	\$73,012	74.3%
25-36	\$77,307	78.6%
37-48	\$81,601	83.0%
49-60	\$98,296	100.0%
61-72	\$99,279	101.0%
73-84	\$100,262	102.0%
85-96	\$101,245	103.0%
97-108	\$102,228	104.0%
109-120	\$103,211	105.0%

Effective July 1, 2020:

Effective July 1, 2020, the steps covering 0 months to 48 months are frozen at 2017 levels. Steps covering 49 months to 120 months are increased by 2.00%.

Months of Service as Police Officers At NJ Transit	Base Pay	% of Base Pay
Training	\$55,833	55.7%
0-12	\$64,422	64.3%
13-24	\$73,012	72.8%
25-36	\$77,307	77.1%
37-48	\$81,601	81.4%
49-60	\$100,262	100.0%
61-72	\$101,264	101.0%
73-84	\$102,267	102.0%
85-96	\$103,270	103.0%
97-108	\$104,272	104.0%
109-120	\$105,275	105.0%

Effective July 1, 2021:

Effective July 1, 2021, the steps covering 0 months to 48 months are frozen at 2017 levels. Steps covering 49 months to 120 months are increased by 2.00%. A new step is created for 121 months and beyond at 109% of the 100% step.

Months of Service as Police Officers At NJ Transit	Base Pay	% of Base Pay
Training	\$55,833	54.6%
0-12	\$64,422	63.0%
13-24	\$73,012	71.4%
25-36	\$77,307	75.6%
37-48	\$81,601	79.8%
49-60	\$102,267	100.0%
61-72	\$103,290	101.0%
73-84	\$104,312	102.0%

85-96	\$105,335	103.0%
97-108	\$106,358	104.0%
109-120	\$107,380	105.0%
121+	\$111,471	109.0%

3. Article XXVII Uniforms

The following shall be substituted for Paragraph 4(b):

All employees shall receive an annual Six Hundred Fifty Dollar (\$650.00) payment as a uniform, equipment and maintenance allowance. Said payments shall be made annually in July of each year.

DW

egh

4. Article XXXII Health Insurance

Section 1(c) to be amended effective at agreement to adopt the Vision Benefits Plan as described in the attached benefits summary for all current employees and beneficiaries and for all new hires after date of agreement.

DW

egh

5. Article XXV Vacation

Article XXV, Section 2 to be substituted with the following:

SECTION 2. Vacation Allowance - Police Officers

An annual vacation with pay will be granted to employees as per the following schedule:

Length of Service	Vacation Allowance
7 months but less than 1 year	40 Hours
After completion of one year	80 Hours
After the completion of 5 years	120 Hours
After the completion of 12 years	160 Hours
After the completion of 19 years	200 Hours

Although vacation allowance is expressed in hours, it must be taken in whole work day increments.

6. Letter Agreements to be Amended to Agreement

- a. Letter Agreement concerning use of compensatory time to cover partial shifts at beginning or end of shift to be amended to collective bargaining agreement.
- b. Letter Agreement concerning overtime for extra duty assignments to be amended to collective bargaining agreement.

DW

[Handwritten signature]

7. Article XXIV Overtime

- a. Section 6 (excluding Detective Bureau and Anti-Crime) to be stricken from collective bargaining agreement.

DW

[Handwritten signature]

8. Allow Donated sick leave from one member to another

Employees to be permitted to donate sick leave to other unit members without the restrictions imposed by New Jersey Transit Corporation Policy Number 3.30.

DW

[Handwritten signature]



NJ TRANSIT POLICE DEPARTMENT

CHRISTOPHER TRUCILLO
CHIEF OF POLICE
ONE PENN PLAZA EAST, NEWARK, NEW JERSEY 07105

A

[Handwritten signature]
[Handwritten initials]

November 5, 2019

Derek Peins
President
FOP Local 37
P.O. Box 826
Manahawkin, New Jersey 08050

Daniel Whartnaby
President PBA 304
P.O. Box 1082
Rahway, NJ 07065

RE: Vacation Selections

Dear Mr. Peins & Mr. Whartnaby,

At the request of the FOP & PBA I have consented to change the vacation selection process. Vacation selections will be separated by Transit District/Command. The Department will establish criteria to determine how many officers may be off at the same time based on rank and location.

This selection process will be for the 2019 calendar year. Please sign on page 2 to indicate that you concur with this change to the vacation selection process.

Christopher Trucillo
Chief of Police
New Jersey Transit Police



FOP President /Designee 11-7-18
Date



PBA President /Designee 11-7-18
Date

Cc: Deputy Chief Edward landoli
File
FOP
PBA



TO: All Commands

FROM: Christopher Trucillo
Chief of Police

DATE: December 1, 2018

SUBJECT: VACATION SELECTION FOR 2019

The following guidelines will be adhered to by the commands identified under respective districts relative to the 2019 agreement vacation selection process.

Members of each District or Unit listed below will make their selections as indicated below:

- **Transit District 2, Penn Station Newark** will make its selection independently of other Districts or Units.
- **Transit District's 3 & 4, Hoboken and Secaucus** will make their selection independent from other Districts and Units. Hoboken and Secaucus will make their selection as one, not independent of each other.
- **Transit District's 5, 6, & 7, Atlantic City, Trenton, and Camden** will make their selection independently of other Districts and Units. Atlantic City, Trenton, and Camden will make their selection as one, not independent of each other.
- **Headquarters, Administration, CCC, ITU and Training** is considered one command, and will make their selection independently of other Districts and Units.
- **Investigators and Detectives** will be considered one command and will make their selection independently of other Districts and Units.
- **Special Operations; ESU, K-9, OEM, Conditions Tactical Unit, and Special Operation Train Patrol Teams** will be considered one command and will make their selection independently of other Districts and Units.

Officers making their vacation selection(s) will do so in accordance to their current rank and seniority at their respective District or Unit.

- Officers will submit their vacation requests to their commanding officer after they make their 2019 job selection. Vacations will be approved by the commanding officer upon completion of the bid process. Vacations will be awarded based on seniority with preference being given to full week selections first.
- Selection(s) shall be in blocks of (4) consecutive workdays each.

- One (1) asterisk adjacent to an officer's name indicates that the officer has four (4) vacation days. The Officer will receive their additional four (4) days upon reaching their anniversary date, in accordance to contractual agreement
- Two (2) asterisks adjacent to an officer's name indicate the officer must complete seven (7) months before scheduling their first four (4) vacation days.
- The Officer will receive their additional four (4) days upon reaching their 12th month anniversary date, in accordance to contractual agreement.
- Single vacation days must be submitted to the Commanding Officer via regulation authorized department form, one (1) week (seven days) in advance. All such requests will be granted when requirements of service permit.
- Any request relative to adding or changing vacation selections must be approved through the appropriate chain of command with the Chief of Police and/or designee making final approval. Any changes must be in compliance with the requirements of service.
- In the event an officer changes his/her assignment, location, etc., the officer's selection will be granted the change providing service requirements by the Commanding Officer of the officer's new assignment command location.
- There will be no vacation picks permitted for January 1, 2019 and December 31, 2019.
- Vacation selections should be completed and submitted to Payroll no later than December 27, 2018.

SELECTIONS AT THE DISTRICTS/UNITS:

Transit District 2 – Penn Station:

One (1) Lieutenant, One (1) Sergeant and two (2) Police Officers off per day, with no overlapping of days.

Transit Districts 3 & 4, Hoboken, Secaucus:

One (1) Lieutenant, One (1) Sergeant and two (2) Police Officers off per day, with no overlapping of days.

Transit Districts 5, 6, & 7, Atlantic City, Trenton, and Camden:

One (1) Supervisor and three (3) Police Officers off per day, with no overlapping of days.

Headquarters – Administration – CCC:

One (1) Supervisor and one (1) Police Officer off per day, with no overlapping of days.

Special Operations:

One (1) Supervisor and one (1) Police Officer off per day, with no overlapping of days.

Investigators, Detectives:

One (1) Unit member off per day, with no overlapping of days.



NJ TRANSIT POLICE DEPARTMENT

CHRISTOPHER TRUCILLO
CHIEF OF POLICE
ONE PENN PLAZA EAST, NEWARK, NEW JERSEY 07105

(B)

January 22, 2016

Mr. Charles Phillips
President
PBA Local #304
PO Box 1082
Rahway, New Jersey 07065

RE: Overtime Compensation Agreement

Dear Mr. Phillips:

At the request of the PBA, I agree to a trial program to allow PBA members to be compensated for overtime in the following manner. PBA members will be allowed to split their overtime hours earned between comp time and cash for each hour at their discretion (i.e. if you earned 6 hours in overtime, this can be split into 4 hours comp and 2 hours cash).

The trial period would run from Saturday, January 30, 2016 and end on Friday, July 29, 2016. Either party could terminate this agreement with 30 days' notice. At the end of the agreed upon period, a joint decision will be made by both parties as to whether or not this agreement should become permanent.

PBA President/Designee

1/24/16
Date

Chief of Police

1/26/16
Date

cc: Deputy Chief Kevin Amberg
Allison Doyle
Ana Penate
PBA
File



NJ TRANSIT POLICE DEPARTMENT

**CHRISTOPHER TRUCILLO
CHIEF OF POLICE**

ONE PENN PLAZA EAST, NEWARK, NEW JERSEY 07105

November 3, 2015

Mr. Charles Phillips
President
PBA Local #304
PO Box 1082
Rahway, New Jersey 07065

RE: Overtime Compensation Agreement

Dear Mr. Phillips:

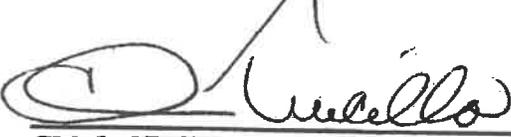
At the request of the PBA, I agree to a trial program to allow PBA members to be compensated for overtime in the following manner. PBA members will be allowed to split their overtime hours earned between comp time and cash for each hour at their discretion (i.e. if you earned 6 hours in overtime, this can be split into 4 hours comp and 2 hours cash).

The trial period would run from Saturday, November 7, 2015 and end on Friday, January 29, 2016. Either party could terminate this agreement with 30 days' notice. At the end of the agreed upon period, a joint decision will be made by both parties as to whether or not this agreement should become permanent.



PBA President/Designee

11/3/15
Date



Chief of Police

11/3/15
Date

cc: Deputy Chief Kevin Amberg
Allison Doyle
Ana Penate
PBA
File



NJ TRANSIT POLICE DEPARTMENT

**CHRISTOPHER TRUCILLO
CHIEF OF POLICE**

ONE PENN PLAZA EAST, NEWARK, NEW JERSEY 07105

C
egg
DW

January 22, 2016

Charles Phillips
President PBA 304
P.O Box 1082
Rahway, NJ 07065

RE: Compensatory Time/Training Schedule Agreement

Dear Mr. Phillips,

At the request of the PBA I have consented to change Article XLVII, Optional Compensatory Time Bank, as follows:

Article XLVII

In lieu of receiving cash payments for overtime as required by the Fair Labor Standards Act, an Officer may elect to receive compensatory time. Such compensatory time will be paid at the rate of time and one half (1 ½) for each hour worked in excess of forty (40) hours in any work week.

NJ TRANSIT shall allow Officers use of their compensatory time within a reasonable period after a written request is submitted based on service requirements. Compensatory time may only be taken on forty eight (48) hours' notice to the Chief of Police or his/her designee, so as to prevent undue disruption of NJ TRANSIT's operation. Utilization of Compensatory Time earned shall be within the discretion of the employee subject only to prior departmental approval based on service requirements.

When an Officer accumulates more than ten (10) hours compensatory time, he/she may request compensatory time off in ten (10) hours increments. The maximum amount of compensatory time that an Officer may accumulate in his/her bank is sixty (60) hours. Upon termination of employment, all banked compensatory time shall be paid by NJ TRANSIT at the straight time hourly rate of pay in effect at that time for the Officer, within thirty (30) days of termination unless otherwise mutually agreed upon by NJ TRANSIT and the Officer.

In an effort to curb attendance issues, NJT agrees to modify the current comp time usage to as follows. If sick time is not reduced by September 1, 2016, NJT will have the right to reopen this contract for the purposes of negotiating a different section for the use of comp time. An officer may also request the use of compensatory time off in one (1) hour blocks in conjunction with the beginning or end of the officer's tour. Compensatory time cannot be utilized in the middle of an

officers tour or to enable an officer to work overtime or an Extra Duty Job that they would normally not be eligible for due to their regular work hours.

In exchange for the above changes to Article XLVII, Optional Compensatory Time Bank, the PBA agrees to the following change to Article XXX, Training Programs, Schools, Seminars:

Article XXX

Section 1

Police officers attending training programs, schools, or seminars approved in advance by NJ TRANSIT will be compensated as provided in this Agreement, except that police officers relieved from their regular assignments to attend such training will be allowed their regular ten (10) hours pay at the straight-time rate with appropriate adjustments of their relief days made necessary by attendance at such training programs. With respect to any five-day training programs, police officers will work a schedule of five eight hour days with two relief days.

Section 2

Police officers, as a condition of employment, shall be required to qualify semi-annually with the use of a service weapon.



PBA President /Designee 1/26/16
Date



Chief of Police 1/26/16
Date

Cc: Deputy Chief Kevin Amberg ✓
File
PBA

**ITEM 1911-74: PROPOSED LABOR AGREEMENTS: COMMUNICATIONS
WORKERS OF AMERICA (CWA) LOCAL #1032**

WHEREAS, NJ TRANSIT and special counsel, in recognition of collective bargaining negotiations, recommends approval to enter into agreements for term of July 1, 2015 until June 2023; and

WHEREAS, on October 3, 2019, the Communications Workers of America (CWA), Local #1032 ratified the economic terms and other proposed conditions contained in each Memorandum of Understanding; and

WHEREAS, the collective bargaining agreement with NJ TRANSIT's civilian police union covers Fare Enforcement Inspectors and Police Dispatchers;

NOW, THEREFORE, BE IT RESOLVED, the Chair, President & CEO, or a designee, is authorized to enter into contract with the Communications Workers of America (CWA), for the term of July 1, 2015 until June 30, 2023, subject to the availability of funds, approve the economic terms and other proposed conditions contained in each Memorandum of Understanding, and take all necessary steps to finalize and implement same, as discussed in Executive Session.

MEMORANDUM OF AGREEMENT
Between
NEW JERSEY TRANSIT AUTHORITY
and
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032

This constitutes the Memorandum of Agreement made and entered into this 6 day of Sept, 2019 by and between New Jersey Transit Authority ("NJT") and the Communications Workers of America, Local 1032 ("CWA").

It is understood and agreed that the Collective Negotiations Agreement covering the employees represented by the CWA that was in effect from July 1, 2011 through June 30, 2015 is hereby renewed for the term of July 1, 2015 until June 30, 2023, except as modified by the enclosed revisions to the following Articles:

- Article 3 – Union Security and Dues Deduction
- Article 4 – Grievance Procedure
- Article 5 - Discipline
- Article 8 – Reductions in Force
- Article 9 – Seniority
- Article 10 – Hours of Work and Overtime
- Article 12 – Vacation
- Article 13 – Sick Leave
- Article 15 – Bereavement Leave
- Article 19 – Union Rights and Representatives
- Article 20 – Uniform Allowance
- Article 21 – Wages
- Article 22 – Health and Prescription Benefits
- Article 23 – Pension Benefits
- Article 26 – Miscellaneous
- Article 31 – Job Posting and Shift Picks

Any language in the parties' 2011-2015 Agreement not expressly modified by the enclosed revisions will remain unchanged in the parties' 2015-2023 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions.

This Memorandum of Agreement is subject to ratification by CWA membership, and approval by New Jersey Transit's Board and the Governor's Authorities Unit. The Agreement is also subject to the Governor's veto power.

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

Tentative Agreement
June 10, 2019

ARTICLE 3

UNION SECURITY/DUES DEDUCTIONS

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

Section 2. Union dues deductions for any employee in this negotiating unit shall be limited to members of the Union. Employees shall be eligible to withdraw such authorization at any time, to be effective as of January 1 of each year provided that notice of withdrawal is filed prior to January 1, but no earlier than October 15 of the prior year, with the responsible payroll clerk as otherwise provided by law. Unless an employee withdraws authorization for the deduction of union dues, NJ Transit will continue to deduct dues.

~~Section 3. Representation Fee: After 30 days from the beginning date of employment in a position in this unit, all eligible non-member employees in this unit will be required to pay the Union a representative fee in lieu of dues for services rendered by the majority representative. The representation fee in lieu of dues shall be in an amount equivalent to Union dues charged by the majority representative to its own members less the cost of benefits provided only to its members, or the cost of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment. In no event shall~~

Tentative Agreement
June 10, 2019

~~representation fees exceed 85% of the regular membership dues, fees and assessments. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of Union dues.~~

Section 3. NJ TRANSIT will provide the following information when dues are transmitted to the Union: (1) employee name; (2) address; (3) dues amount; (5) anniversary date; (6) salary; and (7) pay period. Employee paychecks will identify union dues.

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

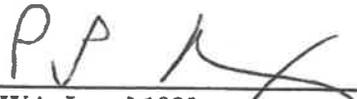
Section 5. ~~Union dues and representation fees so deducted by NJ Transit shall be transmitted to the Secretary/Treasurer of the Union together with a listing of employees. If errors occur regarding Union dues or representation fee deductions by NJ Transit, and they are brought to the attention of NJ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

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

Tentative Agreement
June 10, 2019

the Union, their disposition thereafter shall be the sole end exclusive obligation and responsibility of the Union.

Tentative Approval



CWA, Local 1032

6, 10, 19
Date



NJ Transit Police Department

9, 16, 2019
Date

NJ Transit Police Department
March 14, 2019 Proposal

ARTICLE 4
GRIEVANCE PROCEDURE

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

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

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

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

NJ Transit Police Department
March 14, 2019 Proposal

A. Step One — Manager or Commanding Officer

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

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

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

B. Step Two – Chief of Police

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

NJ Transit Police Department
March 14, 2019 Proposal

the Chief of Police. Upon receipt of the grievance by the Chief of Police, the Chief of Police shall have fifteen (15) working days to respond.

C. Step Three – Director of Labor Relations

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

D. Step Four – Arbitration

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

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

NJ Transit Police Department
March 14, 2019 Proposal

Thereafter binding arbitration proceedings shall be conducted pursuant to PERC rules governing same, except as they may be expressly altered or modified herein. The arbitrator shall have no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

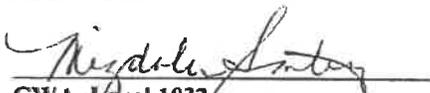
Nothing in this Agreement shall be construed as a waiver of any managerial prerogative afforded NJ Transit or an agreement by NJ Transit to process or arbitrate a grievance that concerns a subject falling outside the scope of collective negotiations.

E. Information

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

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

Tentative Approval


CWA, Local 1032

03/14/19
Date


NJ Transit Police Department

03/14/2019
Date

NJ Transit Police Department Proposal
March 14, 2019

ARTICLE 5

DISCIPLINE

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

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

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

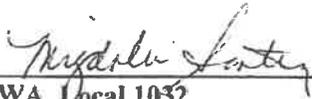
The parties shall make a good faith effort to informally resolve disputes which arise as to information requests. If the parties are unable to resolve an information request dispute, either party may seek resolution of the dispute through the designated arbitrator.

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

NJ Transit Police Department Proposal
March 14, 2019

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

Tentative Approval



CWA, Local 1032

03/14/2019
Date



NJ Transit Police Department

03/14/2019
Date

NJ Transit Police Department
March 1, 2019

ARTICLE 8

REDUCTIONS IN FORCE

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

Section 2. A laid off employee will be placed on a priority call back list by seniority. An employee whose name is placed on a recall list shall have recall rights for a period of ~~six (6)~~ nine (9) months.

Tentative Approval


CWA, Local 1032

6 3 1 0 1 1 9
Date


NJ Transit Police Department

3 1 1 1 1 9
Date

NJ Transit Police Department
March 1, 2019 Proposal

ARTICLE 9

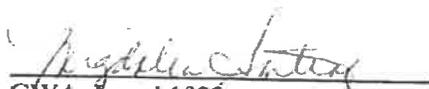
SENIORITY

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

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

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

Tentative Approval


CWA, Local 1032

03/01/19
Date


NJ Transit Police Department

3/1/19
Date

Tentative Agreement
June 10, 2019

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 1. Fare Enforcement Officers.

A. The regular workweek for full-time Fare Enforcement Officers shall consist of four (4) consecutive ten (10) and one half (10.5) hour days without a meal period with three (3) days off. All Fare Enforcement Officers shall have a thirty (30) minute unpaid meal period each work day. Employees may be called back to duty at any time while eating a meal during working hours. The work week will begin on Saturday and end on Friday. The schedule for part-time Fare Enforcement Officers shall be established at the discretion of NJ Transit.

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

Section 2. Dispatchers.

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

B. All actual time worked in excess of forty (40) hours shall be paid at time and one-half (1.5) of regular salary. No employee shall be scheduled to work within eight (8) hours

Tentative Agreement
June 10, 2019

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

Section 3. Distribution of Voluntary Overtime

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

Section 4. Ineligibility for Voluntary Overtime

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

Section 5. Compensatory Time

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

Tentative Agreement
June 10, 2019

compensatory time off cannot be cashed out. Accrued compensatory time off may be carried over from year to year.

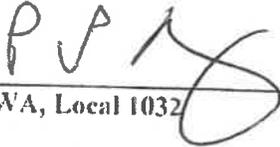
Section 6. Notice of Foreseeable Overtime

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

Section 7. Swaps

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

Tentative Approval



CWA, Local 1032

6, 10, 19
Date



NJ Transit Police Department

9, 16, 2019
Date

Tentative Agreement
June 10, 2019

ARTICLE 12

VACATION

Section 1 Vacation Allowance.

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

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

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

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

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

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

For purposes of this Article, month of appointment will be the month in which the regular full-time employee was appointed, provided that the appointment was made on or before the 15th

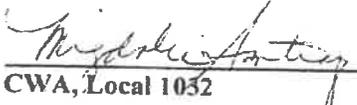
Tentative Agreement
June 10, 2019

day of the month. If the appointment occurred after the 15th day of the month, vacation will be calculated as if the employee were appointed in the following month.

Section 2. Vacation Selection

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

Tentative Approval


CWA, Local 1032

06/10/2019
Date


NJ Transit Police Department

06/10/2019
Date

Tentative Agreement
June 10, 2019

ARTICLE 13

SICK LEAVE

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

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

Section 3. Paid Sick Leave shall be available for regular full-time employees only, not part-time employees. For a regular full-time employee's first year of employment, Sick Leave shall be earned at the rate of ten (10) hours per full month of service up to a maximum of one

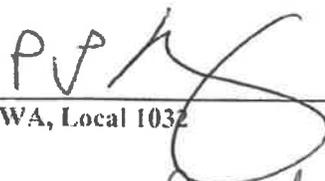
Tentative Agreement
June 10, 2019

hundred (100) hours per calendar year. Thereafter, 100 hours will be advanced to each employee on January 1 of each year. Unused sick leave may be accumulated.

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

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

Tentative Approval



CWA, Local 1032

6, 10, 19
Date



NJ Transit Police Department

9, 16, 2019
Date

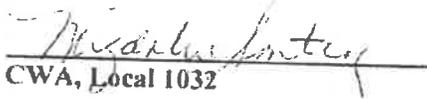
NJ Transit Police Department
March 1, 2019 Proposal

ARTICLE 15

BEREAVEMENT LEAVE

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

Tentative Approval


CWA, Local 1032

03/01/19
Date


NJ Transit Police Department

3/1/19
Date

NJ Transit Police Department Proposal
March 14, 2019

ARTICLE 19

UNION REPRESENTATIVES

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

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

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

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

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

NJ Transit Police Department Proposal
March 14, 2019

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

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

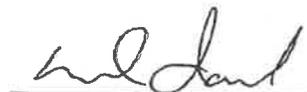
Section 7. The Union shall have the right to use the email systems of NJ Transit to communicate with negotiations unit members regarding collective negotiations, the administration of the Collective Negotiations Agreement, investigation of grievances and other workplace related issues, as well as internal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

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

Tentative Approval


CWA, Local 1032

03 14 2019
Date


NJ Transit Police Department

03 14 2019
Date

Tentative Agreement
June 10, 2019

ARTICLE 20

UNIFORM ALLOWANCE

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

Effective on the first January following ratification and approval of this Agreement by the NJ Transit Board, Regular regular full-time employees will receive a credit voucher on December 4 of each year in the amount of \$300.00, \$350.00 to purchase required uniforms. Effective each January 1 thereafter, full time employees will receive a credit voucher in the amount of \$400.00 to purchase required uniforms.

Regular part-time employees will receive a credit voucher on December 4/January 1 of each year in the amount of \$150.00 to purchase required uniforms.

Tentative Approval


CWA, Local 1032

6, 10, 19
Date


NJ Transit Police Department

9, 16, 2019
Date

Tentative Agreement
June 10, 2019

ARTICLE 21

WAGES

Section 1. ~~Effective July 1, 2012, the base salary for each employee covered by this Agreement shall remain at its current level. Effective the first full pay period after July 1, 2013, all full-time non-probationary employees shall receive an across-the-board increase to base salary of one (1%) percent. Effective the first full pay period after July 1, 2014, all full-time non-probationary employees covered by this Agreement shall receive an across-the-board increase to base salary of one and three-quarters (1.75%) percent. This contract will expire June 30, 2015.~~

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

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

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

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

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

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

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

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

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

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

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

Tentative Agreement
June 10, 2019

~~employees shall be placed on the salary guide at the steps set forth in Appendix B. The 1% across-the-board increase effective July 1, 2013 shall not be retroactive. The 1.75% across-the-board increase effective July 1, 2014 shall be retroactive to July 1, 2014, so long as the employee was on the payroll on the effective date of the increase and remained continuously on the payroll until the date of payment.~~

Section 3. ~~Effective July 1, 2015, The~~ the minimum starting salary for new full-time employees shall be \$38,308. Such starting salary shall be increased in accordance with the across-the-board increases set forth in Section 1, above ~~Full-time employees hired after July 1, 2014 but before ratification of this Agreement shall be entitled to a 1.75% across-the-board increase retroactive to the date of their hire. Full-time employees hired after July 1, 2014 but before ratification of this Agreement shall be entitled to no other salary increases (including those set forth in Section A above) during the term of this Agreement.~~

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

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

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

Tentative Agreement
June 10, 2019

APPENDIX A

Effective January 1, 2020

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

Effective July 1, 2020

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

Effective July 1, 2021

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

Tentative Agreement
June 10, 2019

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

Effective July 1, 2022

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

Tentative Agreement
June 10, 2019

APPENDIX B

JANUARY 1, 2020 STEP PLACEMENT

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

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

Tentative Agreement
June 10, 2019

Tentative Approval



CWA, Local 1032

6, 10, 19
Date



NJ Transit Police Department

9, 16, 2019
Date

Tentative Agreement
June 10, 2019

ARTICLE 22

HEALTH AND PRESCRIPTION BENEFITS

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

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

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

An employee who selects family coverage and earns between:	Shall pay an amount equal to the following percentage of the cost of such coverage to NJ Transit:
\$25,000 and \$29,999	4%
\$30,000 and \$34,999	5%
\$35,000 and \$39,999	6%
\$40,000 and \$44,999	7%
\$45,000 and \$49,999	9%
\$50,000 and \$54,999	12%
\$55,000 and \$59,999	14%
\$60,000 and \$64,999	17%

Tentative Agreement
June 10, 2019

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

~~Effective upon ratification of this Agreement, or as soon thereafter as NJ Transit completes the necessary administrative actions for collection, regular full-time employees hired on or before July 1, 2011, shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits as follows:~~

~~A. from implementation through June 30, 2013, one-half of the amount of contribution;~~

~~B. from July 1, 2013 through June 30, 2014, three-fourths of the amount of contribution; and~~

~~C. from July 1, 2014, the full amount of contribution, as that amount is calculated in accordance with the appropriate table above.~~

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

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

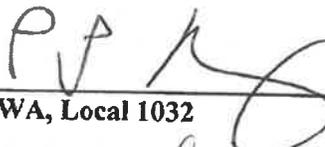
Tentative Agreement
June 10, 2019

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

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

~~H-Section 7.~~ Employees on the payroll as of the date of ratification- September 26, 2017 shall be entitled to continue their health benefits upon retirement, provided the retiree must contribute to the premium cost in accordance with the provisions set forth above. Employees hired after the date of ratification- September 26, 2017 shall not be entitled to health upon retirement.

Tentative Approval



CWA, Local 1032

6, 10, 19
Date



NJ Transit Police Department

9, 16, 2019
Date

Tentative Agreement
June 10, 2019

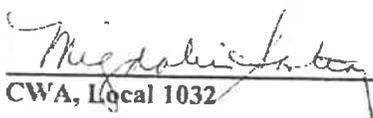
ARTICLE 23

PENSION

NJ Transit agrees to continue to offer regular full-time CWA employees the NJ Transit 401(a) pension plan that is currently offered to negotiations unit members. Newly-hired employees that were previously enrolled in the Public Employment Retirement System ("PERS") shall have the option of continuing enrollment in PERS, instead of participating in NJ Transit's 401(a) plan, the same pension benefits offered prior to ratification, provided, however, that if plan documents preclude NJ Transit from continuing to offer pension benefits on the same terms offered prior to ratification, the parties agree to reopen negotiations regarding this Article. The inability of NJ Transit to continue offering pension benefits on the same terms offered prior to ratification will not reopen negotiations for any other provisions or Articles of this Agreement.

In the event an employee transfers to a job outside the negotiations unit, the entitlement to pension benefits shall depend upon whether such benefits are offered to employees in the new title. Part-time employees shall not be entitled to pension benefits.

Tentative Approval


CWA, Local 1032

06 / 10 / 2019
Date


NJ Transit Police Department

06 / 10 / 2019
Date

Tentative Agreement
June 10, 2019

ARTICLE 26

MISCELLANEOUS

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

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

Section 3. Regular full-time employees attending training programs, schools, or seminars approved in advance by NJ Transit will be compensated as provided in this Agreement, except that employees relieved from their regular assignments to attend such training will be allowed their regular pay (ten (10) hours for Dispatchers and ten and one-half (10.5) hours for Fare Enforcement Officers) at the straight-time rate with appropriate adjustments of their relief days made necessary by attendance at such training programs. With respect to any five-day training programs, employees will work a schedule of five (5) eight (8) hour days with two relief days. Part-time employees shall not be entitled to compensation for attending training programs, schools or seminars.

Tentative Agreement
June 10, 2019

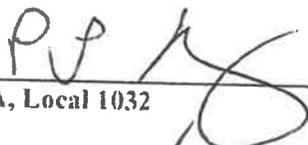
Section 4. If a negotiations unit member dies, his/her estate will be paid for all accrued and unused vacation time, compensatory time, and holiday pay. His/her estate will also be paid for all accrued and unused sick time, up to a maximum of \$15,000.

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

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

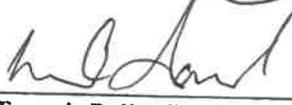
Section 7. Negotiations unit members shall be entitled to free ridership on NJ Transit systems.

Tentative Approval



CWA, Local 1032

6, 10, 19
Date



NJ Transit Police Department

9, 16, 2019
Date

Tentative Agreement
June 10, 2019

ARTICLE 31

JOB POSTING AND SHIFT PICKS

Section 1. Existing or anticipated job vacancies will be posted on bulletin boards at all sign-in locations. Posting will be for a period of ten (10) working days. If a job vacancy in the negotiations unit occurs, and NJT determines to fill such vacancy, negotiations unit members shall be advised of the opening.

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

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

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

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

Section 6. During the first week of November the employer will post all shift assignments for dispatchers. Employees shall be given their choice of shift based on seniority alone. Shifts

Tentative Agreement
June 10, 2019

may be changed due to operational considerations, but No no shift shall be changed arbitrarily.

Dispatchers on a probationary period shall not be entitled to bid on their shift.

Tentative Approval



CWA, Local 1032

6, 10, 19
Date



NJ Transit Police Department

9, 16, 2019
Date

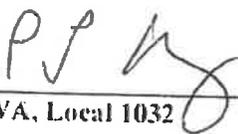
Tentative Agreement
June 10, 2019

SIDE LETTER

LIFE INSURANCE

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

Tentative Approval



CWA, Local 1032

6, 10, 19
Date



NJ Transit Police Department

8, 16, 2019
Date