CERTIFICATION OF **NEW JERSEY TURNPIKE AUTHORITY**

I, James D. Carone, hereby certify that I am the Executive Director of the New Jersey Turnpike Authority and as such, certify that the attached copy of PROCEEDINGS OF THE NEW JERSEY TURNPIKE AUTHORITY is a true and correct copy of the Minutes of the March 26, 2024 Meeting of the Authority.

IN WITNESS THEREOF, I have hereunto set my hand and

affixed the official seal of the Ne	w Jersey Turnpike Authority this
26th day of March, 2024.	
ATTEST:	
Quit Karsa	She
Jennifer Kanski Secretary to the Authority	James D. Carone Executive Director
Corporate Seal	
Date: March 26,	2024
Received in the Governor's	s Office March 26, 2024
Received by:	
Print Name	Signature
Veto Period Ends:	rul 10, 2004

(Write in the date the veto period ends)



TRENTON, NJ 08625-0001

PHILIP D. MURPHY

GOVERNOR

AARON J. CREUZ DEPUTY CHIEF COUNSEL

TO:

Jennifer Kanski kanski@njta.com

FROM:

Kelley Trimble, Authorities Unit, Office of the Governor

DATE:

March 26, 2024

RE:

New Jersey Turnpike Authority Minutes

This email is confirmation that the Authorities Unit received the minutes from the March 26, 2024 board meeting on March 26, 2024. The calculated veto date is April 10, 2024.

Thank you.

Attachment

cc: Thomas Holl

PROCEEDINGS OF MEETING OF NEW JERSEY TURNPIKE AUTHORITY BOARD OF COMMISSIONERS

Tuesday, March 26, 2024

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Chair O'Connor called the meeting of the Authority's Board of Commissioners (the Board) into session in the Executive Boardroom of the Authority's Headquarters Building at 1 Turnpike Plaza in Woodbridge, New Jersey, at 9:04 a.m.

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Pledge of Allegiance

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PRESENT

Present were Chair Francis O'Connor, Vice Chair Ulises Diaz, Treasurer Michael DuPont (by tele-conference), Commissioner Ronald Gravino, Commissioner Raphael Salermo, Commissioner Francisco Maldonado and Commissioner John Wisniewski. The meeting commenced at 9:04 a.m.

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ALSO PRESENT

Executive Director James Carone, Deputy Executive Director Donna Wilser, Chief Engineer Michael Garofalo, Chief Information Officer Jose Dios, Acting Director of Law Ann Christine Monica, Director of Human Resources Mary-Elizabeth Garrity, Director of Operations Kevin Dunn, Director of Procurement and Materials Management Janet Rzepka, Director of Tolls John Labella, Director of Community and Government Relations Shawn Taylor, Deputy Director of Internal Audit David Forktus, New Jersey State Police Major Michael Krzyzkowski, Troop D and Secretary to the Authority Jennifer Kanski.

Also present were: Outside Counsel, Judy Verrone, Esq., of DeCotiis, c, Cole & Giblin, LLP, Governors' Authorities Unit Representative, Thomas Holl and Deputy DOT Commissioner Joseph Bertoni (absent).

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BOARD COMMENTS

Chair O'Connor had a few words to our friends and colleagues in Baltimore on the devastating bridge collapse and stated the Governor and his office as well as State Police have reached out to offer any help that we may provide. Chair O'Connor also stated he reached out to the Highway Administrator of Maryland to offer any resources that the NJTA and NJDOT can provide. Chair O'Connor asked that we keep the families with lost family members in our thoughts and prayers. Commissioner Wisniewski added that since we have an active port with container ships going in and out at all hours of the day and night and some of our infrastructures in the vicinity are in that area, that we should have staff look into any vulnerabilities and look into what can be done to address those.

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NOTICE OF MEETING

This is a regular meeting of the New Jersey Turnpike Authority. Adequate notice of this meeting has been provided in accordance with Chapter 231, P.L. 1975 in that notice has been given to The Star Ledger and the Asbury Park Press, as well as numerous other newspapers, posted in the main lobby of the Authority's Administration Offices at 1 Turnpike Plaza, Woodbridge, prominently posted on the New Jersey Turnpike Authority's website at www.njta.com and on various social media platforms, including Facebook and Twitter, and notice has been forwarded to the Secretary of State, Trenton, New Jersey. Additionally, Authority public meetings will be held in-person and telephonically. Information and instructions regarding telephonic access to the meetings by the public has been posted on the Authority's website.

Secretary to the Authority Kanski takes Roll Call and the Following Were Present:

- 1. Vice Chair Diaz
- 2. Treasurer DuPont (by tele-conference)
- 3. Commissioner Gravino
- 4. Commissioner Salermo
- 5. Commissioner Maldonado
- 6. Commissioner Wisniewski
- 7. Chair O'Connor

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EXECUTIVE SESSION

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

• Collective Bargaining Agreements / Contract Negotiations

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

Executive Session was adjourned at 9:21 a.m. A motion was made by Commissioner Salermo and seconded by Commissioner Maldonado to resume the public portion of the meeting at 9:26 a.m.

Secretary to the Authority Kanski takes Roll Call and the Following Were Present:

- 1. Vice Chair Diaz
- 2. Treasurer DuPont (by tele-conference)
- 3. Commissioner Gravino
- 4. Commissioner Salermo
- 5. Commissioner Maldonado
- 6. Commissioner Wisniewski
- 7. Chair O'Connor

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ACTION ON MINUTES

The Secretary to the Authority reported that ten days, excluding Saturdays, Sundays and holidays, have elapsed since Governor Philip D. Murphy received the minutes of the regular meeting of February 27, 2024; he did not exercise his power to veto any items in those minutes.

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

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RECUSALS

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

- Commissioner Maldonado is recused on Agenda Item Nos. 058-03-2024 and 059-03-2024.
- Commissioner Wisniewski is recused on Agenda Item No. 071-03-2024

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PUBLIC COMMENT (in Person)

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Barry Kushnir, Local 194

Mr. Kushnir stated he would like to echo the thoughts of Chair O'Connor in his remarks about those in Maryland and gave accolades to our Governor for giving his support. Mr. Kushnir further stated that he is proud to say he has been working with the Tolls Department, Local 194 and will be working with the Maintenance Department under the guidance and assistance of Deputy Executive Director Wilser regarding a Safety and Sanitation Committee to help clean up the toll booths and toll lanes.

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Darnell Ross, Local 200

Mr. Ross expressed his gratitude, on behalf of himself and the brothers and sisters of Local 200, to the Executive Board for reaching an agreement with their contract and thanked Deputy Executive Director Wilser for her help in the process.

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PUBLIC COMMENT (remote by tele-conference)

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Christian Nowell

Mr. Nowell expressed his concerns with the Turnpike expansion from an environmental view and said this project is against the spirit of the environmental law and feels the Governor is trying to score some political points while playing games with the health and lives of the community. Mr. Nowell is asking that funds be shifted to mass transit and away from car infrastructure.

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Talya Schwartz

Ms. Schwartz stated she is a resident of Jersey City and a part of Hudson County Complete Streets and she is opposed to the expansion of the Newark Bay Bridge. Ms. Schwartz stated she is in favor of the bridge repairs but is opposed to doubling of the size of the bridge and stated it will double the amount of vehicles on the roadway and added that New York doesn't want additional vehicles in the Holland Tunnel. Ms. Schwartz stated she spoke to a Senior Engineer at the information forum that was held in Newark and was told that more vehicles will not be going into New York but commuting to Jersey

City and there is a necessity because of the high rises being developed in Jersey City but Ms. Schwartz stated the high rises that are being built are near Journal Square and that area has the biggest transportation hub in the city and if the engineers want to make improvements for the people that will be living in the high rise buildings, they should improve public transportation in that area. Ms. Schwartz further stated that only 40% of people that live in Jersey City commute by cars and that this project is not serving the interest of residents in Jersey City but of the interests outside Hudson County.

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Kevin Bing

Mr. Bing stated he is opposed to the Turnpike expansion and widening of the Turnpike from an environmental view will not solve anything but is in favor of repairing the bridge. Mr. Bing stated the expansion will only generate more vehicles and that will increase traffic fatalities, cause more issues for those that suffer from asthma, chronic diseases and contribute to obesity brought on by car oriented culture. Mr. Bing stated this project is taking funds away from mass transit options, which are more environmentally and economically friendly.

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Aidan Brockett

Mr. Brocket stated he lives in New York although worked in Newark for many years and has been a frequent user of the path and NJ Transit as well as commuting by car and is in support of fixing the bridge but opposed to the widening and expansion. Mr. Brocket explained the expansion will only make traffic worse and more cars on the road lead to more deaths on the road, not to mention the effects of more air pollution on everyone's health in Hudson County. Mr. Brocket is asking for more funds to be allocated for mass transit.

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Karin Vanoppen

Ms. Vanoppen stated she lives in Jersey City and she is a soccer coach at Gateway Fields, which is where the expansion will be near and worries about the effects of the pollution on Gateway Fields as well as surrounding schools and the Senior Center. Ms. Vanoppen ended with saying that Jersey City does not need more cars to add to more congestion and pollution.

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Wilson Stamatis

Mr. Stamatis stated he is son of Civil Engineer and thanked everyone for advocating for the safety of our families by repairing the Newark Bay Bridge and NJTA's work there will save lives and is proud that our state plans for problems before they will happen but does feel the expansion of the Turnpike will lead to poor health conditions and more congestion. Mr. Stamatis stated that building more roads lead to more traffic and he feels the Authority is spending a colossal amount of money only to make congestion worse. Mr. Stamatis is asking for less lanes and more trains and for more funding allocation to the NJ Transit. Mr. Stamatis thanked everyone for their hard work.

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HUMAN RESOURCES

Director of Human Resources Mary-Elizabeth Garrity requested approval of Agenda Item No. 055-03-2024. Moved is the item as follows:

055-03-2024

Director of Human Resources Mary-Elizabeth Garrity submitted the <u>Personnel Agenda</u>, dated March 26, 2024, and requested confirmation of the personnel matters contained therein. The Executive Director certified the recommendations for consideration.

055-03-2024

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

ROLL CALL

DIAZ	DuPONT	GRAVINO	SALERMO	MALDONADO	WISNIEWSKI	O'CONNOR
YES	YES	YES	YES	YES	YES	YES

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LAW

Acting Director of Law, Ann C. Monica, requested approval of Agenda Item No. 056-03-2024. Moved is the item as follows:

056-03-2024

In a memorandum dated March 12, 2024, <u>Authorization for the Executive Director to Extend</u>
the Authority's Excess Liability Programs for sixty (60) days and to Renew the Authority's Public

Officials and Employment Practices Liability Insurance Program for one (1) additional Year, 1)

Extension - Excess Liability Insurance - Self-Insured General Liability and Automobile Liability
Insurance Program, (April 15, 2024 to June 14, 2024), 2) Renewal - Public Officials and

Employment Practices Liability Insurance, (April 15, 2024 to April 15, 2025), RM-184999, Budget

Code: 10-822-441010, Amount: not to exceed: \$962,606, was approved.

The Authority maintains various insurance programs to address its myriad risks, including Excess Liability and Public Officials and Employment Practices Liability Insurance policies, which will expire on April 15, 2024. The Authority's casualty broker of record, Willis Towers Watson ("Willis") has been tasked with renewing these programs for one additional year, upon the same terms and conditions as the expiring policies.

(1) <u>Excess Liability Insurance – (Self-Insured General Liability and Automobile</u> <u>Liability Insurance Program) (April 15, 2024 to June 14, 2024)</u>

The Authority maintains \$100 million of Excess Liability Insurance above its \$5 million self-insured retention ("SIR") for General Liability, Automobile Liability and Police Protective Liability claims. Willis, tasked with renewing this line of coverage in a very challenging market, has advised that an extension of sixty (60) days would prove beneficial in securing the best renewal terms, considering both price and coverage. The extension would be upon the same terms and conditions, including cost on a pre-rata basis, which total premium is proposed not to exceed \$430,000, including all applicable surcharges and taxes. When the quotations have been received, they will be reviewed by Willis, Turner Surety and Insurance Brokerage ("TSIB") and the Authority and the Authority's Risk Management consultant, Turner Surety and Insurance Brokerage, ("TSIB"), will renew in a timely manner to avoid a gap in coverage, and the final program will be submitted to the Board for approval or ratification.

Accordingly, authorization is requested for the Executive Director to extend the Excess Liability Insurance coverage for sixty (60) days, upon the same terms and conditions as expiring, including Terrorism Risk Insurance Act coverage, at a total premium, including all applicable state taxes and surcharges for a total amount not to exceed \$430,000.

(2) <u>Public Officials and Employment Practices Liability Insurance</u> (April 15, 2024 to April 15, 2025)

The Authority maintains Public Officials and Employment Practices Liability Insurance with total limits of \$30 million, the policies for which will expire on April 15, 2024. Willis was tasked with providing three (3) competitive quotations for coverage as expiring. After review by the Authority and TSIB, the following quotes were deemed the most responsive, considering price and quality of coverage:

Underwriter	Limit(s)	<u>Premium</u>
Chubb	\$10 million excess SIR	\$ 287,200
Atri	\$10 million excess \$10 million	\$ 152,856
Ironshore	\$10 million excess \$20 million	\$ 89,900
Total:		\$ 529,956

The premium amounts above, along with the mandatory New Jersey PLIGA surcharge not to exceed \$2,650, results in the total premium amount of \$532,606, an increase of approximately 2.6 % from the current year's premium and including Terrorism Risk Insurance Act coverage.

It is therefore requested that the Commissioners authorize the Executive Director to extend and renew the insurance policies and coverages as outlined above. It is further requested that the Commissioners authorize the Executive Director to take all such actions and to execute all such documents after review and with the recommendation of the Law Department to effectuate the authority set forth above.

056-03-2024

On motion by Commissioner Wisniewski and seconded by Vice Chair Diaz, the Board unanimously approved Agenda Item No. 056-03-2024; and authorized and ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

ROLL CALL

DIAZ	DuPONT	GRAVINO	SALERMO	MALDONADO	WISNIEWSKI	O'CONNOR
YES	YES	YES	YES	YES	YES	YES

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ENGINEERING

Chief Engineer Michael Garofalo requested approval of item numbers 057-03-2024. Moved are the items as follows:

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ORDER FOR PROFESSIONAL SERVICES (OPS)

057-03-2024

In a document dated March 7, 2024, Recommendation to Issue Order for Professional Services No. T4214, New Jersey Turnpike, Gannett Fleming, Inc., Design Services for Contract No. T500.821, New Jersey State Police Troop D, Cranbury Station Improvements, Milepost 71.7, R-184931, Budget Code: 4000012016, Amount: \$2,245,000.00, was approved.

This Order for Professional Services will provide for final and post-design services required for the renovation, alterations and additions to New Jersey State Police Troop D Cranbury Station. These services include the development and preparation of construction contract documents including certifications, permits, specifications, cost estimates, and other related work required for the retrocommissioning of the existing building.

This assignment is classified as a "Complex Project" since the scope of work is not clearly defined and likely to change during the course of the project, and the cost exceeds \$2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and twenty-one (21) engineering firms were prequalified and eligible under Profile Codes: A060, Architecture: New Buildings and A061, Architecture: Renovations. Three qualified firms submitted EOIs by the closing date of January 12, 2024.

In accordance with the regulations, for Complex Projects, "If only three or four EOIs have been deemed complete by the Authority, these firms shall receive the RFP and the Review Committee will not conduct an evaluation of the EOIs..." [19:9-2.8.3]. The Review Committee recommended that we proceed directly to the RFP phase of the procurement and solicit Technical and Fee Proposals from the three firms which submitted complete EOIs: D&B Engineers and Architects, PC; Gannett Fleming, Inc.; and Paulus, Sokolowski & Sartor, LLC. The Review Committee reviewed and evaluated each firm's Technical Proposal and it was determined that Oral Presentations would not be required. Final scoring resulted in Gannett Fleming, Inc. being the highest technically ranked firm. The fee submitted by Gannett

DuPONT

DIAZ

Fleming, Inc. has been reviewed and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. T4214 be issued to the firm of Gannett Fleming, Inc. of East Brunswick, New Jersey, in an amount not to exceed \$2,245,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.77 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses. These professional services were procured by a fair and open process, and the recommended firm was selected in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

057-03-2024

On motion by Commissioner Gravino and seconded by Commissioner Salermo, the Board unanimously approved Agenda Item No. 057-03-2024; and authorized and ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

ROLL CALL GRAVINO SALERMO MALDONADO WISNIEWSKI O'CONNOR

YES YES YES YES YES YES

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FINAL ACCEPTANCES

058-03-2024

In a document dated March 6, 2024, <u>All work performed on the construction contracts listed</u>

<u>below has been completed in accordance with the contract documents and to the satisfaction of</u>

<u>the Engineering Department. Accordingly, it is recommended that these contracts be deemed</u>

<u>complete and approved for Final Acceptance. The table below includes pertinent Change Order</u>

<u>and financial information including the final payment amount due the Contractor upon Final Acceptance,</u> was approved.

Contract No.	Contractor	Award Total Amount	No. of Change Orders	Additions/ Reductions	Final Total Contract Amount	Final Payment Amount
P200.636	Earle Asphalt Company	\$20,555,513.13	2	\$1,467,064.98	\$22,022,578.11	\$696,046.30
Total						\$696,046.30

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultant and the Chief Engineer. All required contract documents including the Engineer's Final Certifications, Maintenance Bonds, Affidavit of Prevailing Wage and the Final Payment certificates have been submitted to the Law Department and approved as to correctness of form. Furthermore, the Contractor have certified that there are no liens outstanding against the Contractor. Accordingly, it is

recommended that each contract listed above be accepted and final payment in the amounts shown above be made to the Contractor.

058-03-2024

On motion by Vice Chair Diaz and seconded by Commissioner Salermo, the Board unanimously approved Agenda Item No. 058-03-2024; and authorized and ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

ROLL CALL

DIAZ DUPONT GRAVINO SALERMO MALDONADO WISNIEWSKI O'CONNOR YES YES YES YES RECUSED YES YES

ACKNOWLEDGE REPORTS OF ENGINEERING EXPENDITURES UNDER DELEGATED AUTHORITY

059-03-2024

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

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

059-03-2024

The Authority accepted the reports contained in agenda item number 059-03-2024 and received same for file.

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PROCUREMENT AND MATERIALS MANAGEMENT ("PMM")

Director of PMM Janet Rzepka requested approval of Agenda Item Nos. 060-03-2024 through 069-03-2024. Moved are the items as follows:

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PUBLIC BIDS

060-03-2024

In a document dated March 6, 2024, At a prior Board of Commissioners Meeting, the Authority awarded a contract to the vendor listed herein for the referenced equipment. The contract included a 3-year option to purchase additional equipment which conform to the original specifications for that model year and two additional model years. For the final two years of the options, the vendor is permitted to request a price increase from the Authority if there had been an overall price increase of the equipment in the later model years, provided that the vendor justified the price increase in writing to the Authority. In this case, manufacturer model upgrades caused a price increase. After thorough review and consideration, the Operations Department finds the increase to be acceptable, was approved.

Original Award Meeting Date and Item No.	Description	Vendor Name	Requisition/ Budget Code	Quantit	ty/ Unit Price	Total Amount	% Model Year Increase/ Decrease
June 28, 2022 Agenda Item No. 120-06-2022	2024 Ventrac Tractors (25)	Storr Tractor Company	R-185255 (Operations) 049 00 500 156555 0490016023	25	\$42,232.81	\$1,055,820.25	4.2%

Bids for this contract were procured, and the authorization being sought is to award this fair and open contract to the lowest responsible bidder, in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006).

Accordingly, authorization is requested to exercise this contract option to purchase the equipment listed herein, for a total amount not to exceed \$1,055,820.25.

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STATE/GOVERNMENT CONTRACTS

061-03-2024

In a document dated March 7, 2024, Permanent Vehicle Lift, Hoffman Services, Inc., R-185264 (Operations), Budget Code: 049 00 500 156555 0490016027, NJ State Contract No. M-4009/22-FLEET-01984 expiring 04/13/2024, Amount: \$195,828.00, was approved.

Authorization is requested to award a contract to Hoffman Services, Inc. for a permanent vehicle lift including installation. Options include but are not limited to a 26-foot runway, height limiter, and audible descent alarm. This lift is replacing an older model and will be used by Operations to repair and service the Authority's fleet. It is available under State Contract No. M-4009/22-FLEET-01984 expiring 4/13/2024.

This procurement, under State Contract No. M-4009/22-FLEET-01984, is in accordance with N.J.A.C. 19:9-2.5(a), promulgated pursuant to N.J.S.A. 27:23-1 et seq., the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. M-4009/22-FLEET-01984 to Hoffman Services, Inc. for a permanent vehicle lift in an amount not to exceed \$195,828.00.

062-03-2024

In a document dated March 11, 2024, Trailer Mounted Attenuators (18), Traffic Safety Service, LLC, R-185259 (Operations), Budget Codes: 049 00 500 156555 0490016019 (\$94,226.67), 049 00 500 156555 0490016029 (\$314,088.90), 049 00 500 156555 0490016007 (\$157,044.45), NJ State Contract No. T-2908/20-FLEET-01319 expiring 09/22/2024, Amount: \$565,360.02, was approved.

Authorization is requested to award a contract to Traffic Safety Service, LLC for eighteen (18) trailer mounted attenuator arrow boards, with options including but not limited to crank cable tilt lift and custom brackets. These arrow boards will be used to enhance Authority personnel and motorist crash protection safety during roadway closings on both Roadways. These units are available under State Contract No. T-2908/20-FLEET-01319 expiring 9/22/2024.

This procurement, under State Contract No. T-2908/20-FLEET-01319, is in accordance with N.J.A.C. 19:9-2.5(a), promulgated pursuant to N.J.S.A. 27:23-1 et seq., the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. T-2908/20-FLEET-01319 to Traffic Safety Service, LLC for eighteen (18) trailer mounted attenuators in an amount not to exceed \$565,360.02.

063-03-2024

In a document dated March 7, Single Axle Hook-Lift Trucks and Accessories (2), Route 23

Auto Mall, LLC, R-185322 (Operations), Budget Code: 049 00 500 156555 0490016020, NJ State

Contract No. T-3063/17-FLEET-00241 expiring 08/16/2024, Amount: \$327,569.00, was approved.

Authorization is requested to award a contract to Route 23 Auto Mall, LLC for two (2) single axle hook-lift trucks and accessories. These multi-use vehicles will be used by the Maintenance Section of Operations for various roadway activities. The first truck has options that include but are not limited to a hook lift with 12,000-pound lifting capacity, stainless steel dump body, V-box salt spreader, and standard snowplow. This truck has a unit cost of \$145,836.00. The second truck comes with all the above options, plus a liquid tank and sprayer with an in-cab liquid sprayer controller. This truck has a unit cost of \$181,733.00. These single axle hook-lift trucks are available from NJ State Contract No. T-3063/17-FLEET-00241 expiring 08/16/2024.

This procurement, under State Contract No. T-3063/17-FLEET-00241, is in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 *et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. T-3063/17-FLEET-00241 for two (2) single axle hook-lift trucks and accessories to Route 23 Auto Mall, LLC for an amount not to exceed \$327,569.00.

****** 064-03-2024

In a document dated March 6, 2024, <u>Cloudfare Zero Trust VPN, Yorktel, R-184208</u> (<u>Information Technology Services</u>), <u>Budget Code: 010 00 830 121020</u>, <u>NJ State Contract No. T-3121/20-TELE-01509 expiring 05/24/2026</u>, <u>Amount: \$160,512.48</u>, was approved.

Authorization is requested to award a contract to Yorktel to provide Cloudfare Zero Trust VPN solution which includes but is not limited to always-on VPN, management of the client, remote access security policy, as well as licenses for 750 users and 24/7 support for thirty-six (36) months. These services are available under State Contract No. T-3121/20-TELE-01509 expiring 05/24/2026.

This procurement, under State Contract No. T-3121/20-TELE-01509, is in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 *et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. T-3121/20-TELE-01509 for Cloudfare Zero Trust VPN Solution to Yorktel for an amount not to exceed \$160,512.48.

065-03-2024

In a document dated March 4, 2024, <u>C-Cure Field Refresh, Commercial Technology</u>

<u>Contractors, Inc. (CTCI), R-184860 (Information Technology Services), Budget Code: 049 00 830</u>

<u>156555 0490052018. NJ State Contract No. T-2424/17-TELE-00232 expiring 07/31/2024, Amount:</u>

<u>\$2,233,679.38,</u> was approved.

Authorization is requested to award a contract to Commercial Technology Contractors, Inc. (CTCI) for a hardware refresh for the C-Cure System which is used to control and monitor physical access at all its facilities at plazas, districts, State Police barracks, and service areas on both Roadways, as well as TMC, CSF, and HQ. This includes all necessary hardware and installation costs and is available under State Contract No. T-2424/17-TELE-00232 expiring 07/31/2024.

This procurement, under State Contract No. T-2424/17-TELE-00232, is in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 *et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. T-2424/17-TELE-00232 for C-Cure Field Refresh to CTCI for an amount not to exceed \$2,233,679.38.

066-03-2024

In a document dated March 8, 2024, <u>Camera Storage System, Dell Marketing, LP. RM-184898</u>
(Information Technology Services), <u>Budget Code</u>: <u>049 00 830 156555 0490052017</u>, <u>NJ State</u>

<u>Contract No. M-0483/24-TELE-70807 expiring 06/30/2025</u>, <u>Amount: \$694,530.00</u>, was approved.

Authorization is requested to award a contract to Dell Marketing, LP to provide a new video storage system to replace the current system which archives video recordings from approximately 2000 cameras for Internal Audit and New Jersey State Police. This purchase will upgrade our system to the latest hardware with increased capacity and fewer chassis and is available under State Contract No. M-0483/24-TELE-70807 expiring 06/30/2025.

This procurement, under State Contract No. M-0483/24-TELE-70807, is in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 *et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. M-0483/24-TELE-70807 for a camera storage system to Dell Marketing, LP for an amount not to exceed \$694,530.00.

****** 067-03-2024

In a document dated March 8, 2024, <u>Computer Hardware Refresh</u>, <u>Dell Marketing</u>, <u>LP</u>, <u>RM-184381 (Information Technology Services)</u>, <u>Budget Code: 010 00 830 480030</u>, <u>State Contract No. M-0483/24-TELE-70807 expiring 06/30/2025</u>, <u>Amount: \$750,000.00</u>, was approved.

Authorization is requested to award a contract to Dell Marketing, LP ("Dell") for Dell manufactured computer hardware. These items include computer workstations, laptops, servers, and various accessories that are required to support the Authority's computing hardware refresh initiative. This initiative replaces an average of 15% of the Authority's computer hardware resources on an annual basis and allows ITS to continually refresh equipment providing the latest technologies in a phased deployment model. This method has the least impact on end-users and allows adjustment to new technologies without adversely affecting productivity and hardware stability. The computer hardware is available from State Contract No. M-0483/24-TELE-70807 expiring 06/30/2025.

This procurement, under State Contract No. M-0483/24-TELE-70807 is in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 *et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. M-0483/24-TELE-70807 for computer hardware to Dell Marketing, LP for an amount not to exceed \$750,000.00, subject to funding at the time of order.

068-03-2024

In a document dated March 11, 2024, STMC Data Cabling, Commercial Technology Contractors, Inc. (CTCI), RM-185347 (Information Technology Services), Budget Code: 049 00 830 156555 0490052023, State Contract No. T-1778S/23-TELE-58171 expiring 07/31/2024, Amount: \$563,595.00, was approved.

Authorization is requested to award a contract to Commercial Technology Contractors, Inc. (CTCI) for data, voice, radio, camera, and fiber cabling to match the new desk layout on the STMC Operations floor. This includes all necessary hardware, installation, and removal costs and is available under State Contract No. T-1778S/23-TELE-58171 expiring 07/31/2024.

This procurement, under State Contract No. T-1778S/23-TELE-58171, is in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 et seq., the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. T-1778S/23-TELE-58171 for STMC Data Cabling to CTCI for an amount not to exceed \$563,595.00.

069-03-2024

In a document dated March 7, 2024, State Contract Modifications, was approved.

At prior Board of Commissioners meetings, the Authority approved purchases (up to a maximum authorized dollar amount) from the vendors listed herein under the New Jersey State contract referenced below. The terms of the referenced State contract have since been extended and additional funds are needed to purchase these necessary goods and/or services through the extended terms of the State contract.

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

Accordingly, given that the period of time during which the Authority may make additional purchases under the referenced State Contract was extended through the new expiration dates of these contracts, approval is hereby requested to increase the Authority's current authorized amounts to the new authorized amounts stated in the attached chart, subject to funding availability at the time of order.

Description / Original Agenda Item or Award Date and Reg #	Vendor Name	Requisition Number	NJTA Contract No.	NJ State Contract No. Expiration	Current Authorized Amount	New Authorized Amount	Requested Increase Amount
Industrial Supplies 336- 09-2011 RM-1041	Fastenal Company	RM-184767 Inventory/ Operations	1573	M-0002/19- FLEET- 00678 expiring 06/30/2025	\$490,000.00	\$690,000.00	\$200,000.00
Industrial Supplies 136- 05-2020 RM-157358	W.W. Grainger, Inc.	RM-185096 Inventory/ Operations	2919	M-0002/19- FLEET- 00678 expiring 06/30/2025	\$5,149,000.00	\$7,149,000.00	\$2,000,000.00
Automotive Parts and Accessories for Light Duty Vehicles/ 155-04-2014 RM-107322	Samuels, Inc.	RM-185200 (Operations)	1995	T- 2761/85992 expiring 02/25/2025	\$244,000.00	\$344,000.00	\$100,000.00
Total							\$2,300,000.00

060-03-2024 061-03-2024 062-03-2024 063-03-2024 064-03-2024 065-03-2024 067-03-2024 068-03-2024

On motion by Commissioner Wisniewski and seconded by Commissioner Gravino the Board unanimously approved item numbers 060-03-2024 through 069-03-2024; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

069-03-2024

ROLL CALL

DIAZ DUPONT GRAVINO SALERMO MALDONADO WISNIEWSKI O'CONNOR YES YES YES YES YES YES

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GENERAL BUSINESS 0000000

OPERATIONS

Director of Operations Kevin Dunn requested acceptance of Agenda Item No. 070-03-2024.

Moved is the item as follows:

070-03-2024

Director of Operations Kevin Dunn requested acceptance of <u>Volumes and Crash Synopses</u> for the Garden State Parkway and New Jersey Turnpike: Period 01/01/2024 through 2/29/2024; with 2022-2023 Yearly Comparisons through February 2024, was approved.

070-03-2024

On motion by Commissioner Gravino and seconded by Commissioner Salermo, the Board unanimously accepted Agenda Item No. 070-03-2024; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

071-03-2024

In a memorandum dated February 26, 2024, Recommendation to Authorize 2024

Assessments to First Aid Squads and Fire Departments Providing Services on the New Jersey

Turnpike and Garden State Parkway, For the Period January 1, 2024, through December 31, 2024,

Budget Code: 00-010-710-442060, Amount: \$575,000.00, was approved.

The New Jersey Turnpike Authority (the "Authority") utilizes the services of approximately 80 first aid squads and 80 fire departments that are on-call and provide emergency services to the Authority's patrons on the New Jersey Turnpike and the Garden State Parkway. These organizations are further supported by other organizations in a mutual aid capacity. As the owner and operator of these two

roadways, the Authority itself does not have qualified emergency personnel and apparatus to provide these critical, life-saving services to its patrons therefore, it has been the policy of the Authority to financially assist these first aid squads and fire departments on a semi-annual basis.

The first aid squads are provided on a per call plus a semi-annual standby assessment, and the fire departments are provided on a per piece of apparatus plus a semi-annual standby assessment. Organizations providing mutual aid are not provided with an assessment for stand-by but are provided with an assessment per call or per number of apparatus.

Accordingly, it is recommended that the Authority be authorized to work with the first aid squads and fire departments providing services on the New Jersey Turnpike and Garden State Parkway under the terms set forth above in an amount not to exceed \$575,000.00 for the year 2024.

071-03-2024

On motion by Commissioner Gravino and seconded by Commissioner Maldonado the Board unanimously approved item number 071-03-2024; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

ROLL CALL

DIAZ DUPONT GRAVINO SALERMO MALDONADO WISNIEWSKI OʻCONNOR YES YES YES YES YES RECUSED YES

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ORDER FOR PROFESSIONAL SERVICES (OPS)

<u>072-03-2024</u>

In a document dated March 8, 2024, Recommendation to Issue Order for Professional Services No. A4127, New Jersey Turnpike and Garden State Parkway, Roof Maintenance Systems,

On-Call Specialized Roof Services, RM-185086, Budget Code: Various Funds,

Amount: \$2,000,000.00, was approved.

This Order for Professional Services will provide on-call specialized roofing services, for a two-year period with the option of two (2) – one-year extensions on an as needed basis to assist the Operations Department. It is anticipated that work assignments related to performing roof inspections, writing repair reports, conducting annual preventative maintenance inspections, recommending and designing roof replacements, construction management and inspections of roofing contractor activity will be authorized.

This assignment is classified as a "Simple Project" based on the scope of work being clearly defined and not likely to change during the course of the project, and the cost not exceeding \$2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and seventeen (17) firms were prequalified and eligible under Profile Codes: A061 – Architecture: Renovations, B159 – Building Construction and Renovation Inspection, and B151 – Construction Management. Two (2) firms submitted EOIs by the closing date of February 6, 2024.

Subsequent to the scoring of EOIs by the Review Committee, fee proposals were requested from the top two technically ranked firms. The firms in the order of ranking are: 1) Roof Maintenance Systems, and 2) LS Engineering Associates Corporation. The fee submitted by Roof Maintenance Systems has been reviewed and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. A4127 be issued to the firm of Roof Maintenance Systems, of Freehold, New Jersey, in an amount not to exceed \$2,000,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.35 for construction inspection services to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses. These professional services were procured by a fair and open process, and the recommended firm was selected in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

Authorization is further requested for the Executive Director to approve each of the two (2), one (1) year extensions, upon satisfactory performance by the vendor.

073-03-2024

In a document dated March 8, 2024, Recommendation to Issue Order for Professional Services No. A4218, New Jersey Turnpike and Garden State Parkway, Michael Baker International, Inc., On-Call Professional Traffic Engineering Consultant Services, RM-185006, Budget Code: Various Funds, Amount: \$2,000,000.00, was approved.

This Order for Professional Services will provide on-call professional traffic engineering services, for a two-year period with the option of two (2) – one-year extensions on an as needed basis to assist the Operations Department. It is anticipated that work assignments related to traffic safety and roadway improvements, transportation planning and modeling, congestion management and intelligent transportation systems will be authorized.

This assignment is classified as a "Simple Project" based on the scope of work being clearly defined and not likely to change during the course of the project, and the cost not exceeding \$2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and thirty-five (35) firms were prequalified and eligible under Profile Codes: A500 – Traffic Control Systems and D492 – Traffic Engineering: Data Collection and Demand Modeling. Two (2) firms submitted EOIs by the closing date of February 15, 2024.

Subsequent to the scoring of EOIs by the Review Committee, fee proposals were requested from the top two technically ranked firms. The firms in the order of ranking are: 1) Michael Baker International, Inc., and 2) WSP USA, Inc. The fee submitted by Michael Baker International, Inc. has been reviewed and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. A4218 be issued to the firm of Michael Baker International, Inc. of Hamilton, New Jersey, in an amount not to exceed \$2,000,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of

2.66 for design services to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses. These professional services were procured by a fair and open process, and the recommended firm was selected in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

Authorization is further requested for the Executive Director to approve each of the two (2), one (1) year extensions, upon satisfactory performance by the vendor.

072-03-2024 073-03-2024

On motion by Vice Chair Diaz and seconded by Commissioner Gravino, the Board unanimously approved Agenda Item Nos. 072-03-2024 and 073-03-2024; and authorized and ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

ROLL CALL

DIAZ	DuPONT	GRAVINO	SALERMO	MALDONADO	WISNIEWSKI	O'CONNOR
YES	YES	YES	YES	YES	YES	YES

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STATE POLICE

Major Michael Krzyzkowski requested acceptance of Agenda Item No. 074-03-2024. Moved is the item as follows:

074-03-2024

Major Michael Krzyzkowski requested acceptance of the New Jersey State Police Troop D

Activity Reports for February 2024, with 2023–2024 Yearly Comparisons.

074-03-2024

On motion by Commissioner Salermo and seconded by Commissioner Gravino, the Board unanimously accepted the reports contained in Agenda Item No. 074-03-2024 and received same for file.

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FINANCE

Executive Director Carone requested acceptance of Agenda Item No. 075-03-2024. Moved is the item as follows:

075-03-2024

Executive Director Carone presented the <u>Financial Summary for the Two (2) months ended</u>
<u>February 27, 2024</u>, was accepted.

075-03-2024

On motion by Vice Chair Diaz and seconded by Commissioner Maldonado, the Board unanimously accepted Agenda Item No. 075-03-2024; and authorized and ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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EXECUTIVE

Deputy Executive Director Wilser requested approval of Agenda Item No. 076-03-2024 and 077-03-2024. Moved is the item as follows:

076-03-2024

In a memorandum dated March 21, 2024, <u>Authorization to Enter into a Memorandum of Agreement with IFPTE Local 200/200A and the New Jersey Turnpike Authority for a Successor Collective Bargaining Agreement, was approved.</u>

On March 19, 2024, IFPTE Local 200 and 200A and the New Jersey Turnpike Authority entered into a Memorandum of Agreement ("MOA") relative to but not limited to; compensation, health benefits and other work rule revisions. The MOA has a term of July 1, 2023 through June 30, 2027.

This MOA provides for across the board salary increases for Local 200/200A employees as follows:

- Effective July 1, 2023 3.5%
- Effective July 1, 2024 3.5%
- Effective July 1, 2025 3.5%
- Effective July 1, 2026 3.5%

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

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

Therefore, approval of this MOA is respectfully requested. It is also requested to authorize the Executive Director to authorize all documents relative to this MOA.

[Memorandum of Agreement, IFPTE Local 200/200A and NJTA – attached hereto]

****** 077-03-2024

In a memorandum dated March 25, 2024, <u>Authorization to Enter into a Memorandum of Agreement with IFPTE Local 193 and the New Jersey Turnpike Authority for a Successor Collective Bargaining Agreement, was approved.</u>

On March 21, 2024, IFPTE Local 193 and the New Jersey Turnpike Authority entered into a Memorandum of Agreement ("MOA") relative to but not limited to; compensation, health benefits and other work rule revisions. The MOA has a term of October 1, 2023 through June 30, 2027.

This MOA provides for across the board salary increases for Local 193 employees as follows:

- Effective October 1, 2023 3.5%
- Effective October 1, 2024 3.5%
- Effective October 1, 2025 3.5%

Effective October 1, 2026 – 3.5%

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

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

Therefore, approval of this MOA is respectfully requested. Authorization is also requested for the Executive Director to authorize all documents relative to this MOA.

[Memorandum of Agreement, IFPTE Local 193 and NJTA – attached hereto]

076-03-2024 077-03-2024

On motion by Commissioner Gravino and seconded by Commissioner Wisniewski, the Board unanimously approved Agenda Item No. 076-03-2024 and 077-03-2024 authorized and ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

ROLL CALL

DIAZ DUPONT GRAVINO SALERMO MALDONADO WISNIEWSKI O'CONNOR
YES YES YES YES YES YES YES

The motion to adjourn was made by Vice Chair Diaz and seconded by Commissioner Wisniewski and, after the voice vote, the motion was duly adopted. The Board of Commissioners adjourned the meeting at 10:04 a.m. and advised that the next meeting will be held on Tuesday, April 23, 2024, at 9:00 a.m., in person, with optional telephonic public call in (check the website NJTA.com to get call-in information), at the Authority's headquarters building located at 1 Turnpike Plaza in Woodbridge, New Jersey.

Date: March 26, 2024

Jennifer Kanski

Secretary to the Authority

James D. Carone Executive Director

Page **20** of **20**

NEW JERSEY TURNPIKE AUTHORITY MEMORANDUM



TO:

Francis K. O'Connor, Chair
Ulises E. Diaz, Vice Chair
Michael R. DuPont, Treasurer
Ronald Gravino, Commissioner
Raphael Salermo, Commissioner
Francisco Maldonado, Commissioner
John S. Wisniewski, Commissioner

RE:

Authorization to Enter into a Memorandum of Agreement with IFPTE Local 200 and 200A and the New Jersey Turnpike Authority for a Successor Collective Bargaining Agreement

DATE:

March 21, 2024

On March 19, 2024, IFPTE Local 200 and 200A and the New Jersey Turnpike Authority entered into a Memorandum of Agreement ("MOA") relative to but not limited to; compensation, health benefits and other work rule revisions. The MOA has a term of July 1, 2023 through June 30, 2027.

This MOA provides for across the board salary increases for Local 200/200A employees as follows:

- Effective July 1, 2023 3.5%
- Effective July 1, 2024 3.5%
- Effective July 1, 2025 3.5%
- Effective July 1, 2026 3.5%

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

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

Therefore, approval of this MOA is respectfully requested. Authorization is also requested for the Executive Director to authorize all documents relative to this MOA.

Donna C. Wilser

Deputy Executive Director

CERTIFIED FOR CONSIDERATION:

James D. Carone

Executive Director

AGENDA ITEM NO.: 076-03-2024 034931

3-19-2024

Memorandum of Agreement between the New Jersey Turnpike Authority and IFPTE Local 200 for a 2023-2027 Collective Bargaining Agreement

The New Jersey Turnpike Authority (the Authority) and IFPTE Local 200 (Local 200), having engaged in negotiations for an agreement to succeed the parties' 2019-2023 collective bargaining agreement (CBA), which expired on June 30, 2023, agree to the following amendments to the 2019-2023 CBA:

- 1. The terms of the Joint Issues Memorandum of Agreement dated November 15, 2023, attached as Schedule A, shall be incorporated into the parties' 2023-2027 CBA.
- 2. Schedule B, attached to this MOA, shall be incorporated into the parties 2023-2027 CBA and shall be substituted for Article 14, Health Benefits, in the 2019-2023 CBA.
- 3. Art. VIIA3: Shift location assignments shall be based on a job bid procedure based on seniority classifications. Add following language: Temporary and permanent shift location vacancies shall be posted every time there is an opening. The following exceptions apply in filling shift location assignment vacancies:
- 4. Art. VII B1: Restore Duty Book pay to 6 hours of straight time pay for each day off for the TDT Supervisors.
- 5. Art. VIIIA1d: Restore 15 minutes swing time from 10 minutes.
- 6. Art XVD13: Increase bonus for IMs to \$150 when working listed holidays.
- 7. Art XVE&S: Group Life and LTD Insurance shall be fully paid by the Authority for all supervisors.
- 8. Art. XVP: Interchange Managers (8), Traffic Control (11) and Emergency Services (2) shall be eligible for the shoe allowance.
- 9. Art. XIXC: Add one additional delegate for conventions.
- 10. Art. VII E 3: Change IMs Shift 2A from 9-5 to 8-4.
 - Local 200 will work with Turnpike management to ensure that there is at least one Interchange Manager on duty in the north and south M-F 9AM-5PM.
- 11. Art. XIIB2I(p46): Tolls Department: Turnpike agrees to permit supervisors with 30 or more years of Turnpike service to select a fourth week of vacation during the summer, after other supervisors have selected the summer vacation weeks to which they are entitled.
- 12. Art. VIII(C)(4): Tier 1 and Tier 2 TPSs in Local 200 shall have their compensation adjusted to be equivalent to the compensation of Tier 1 and 2 TPSs represented by Local

193. Effective July 1, 2023 the TOR for Tier 1 TPSs shall be \$94,341.60 and the TOR for Tier 2 TPS shall be \$84,899.55. Further, each step of the Tier 2 pay scale shall be increased by the amount that the Tier 2 TOR was increased - \$5,640.23 as per the following chart:

 Start
 Step 1
 Step 2
 Step 3
 Step 4
 Step 5

 \$59,256.82
 \$64,385.37
 \$69,376.64
 \$74,642.42
 \$79,770.78
 \$84,899.54

Further it is agreed that Local 200 TPSs shall perform the same or substantially equivalent payroll duties as TPSs represented by Local 193. [TA]

- 13. Article VIII: When a supervisor is assigned to snow duty during a pre-planned snow event, the Authority will provide an Authority vehicle to the supervisor for the duration of the snow event, to the extent available on a first-come first-served basis. Upon the conclusion of the snow event, the supervisor must shall return the Authority vehicle. Supervisors using an Authority vehicle during a snow event shall not be entitled to mileage reimbursement while using an Authority vehicle. [TA]
- 14. Art. XV(D)(6): Floating holiday time off for based on length of a supervisor's shift similar to the agreement reached with respect to be eavement days. [TA]
- 15. Article X Promotions: Add a paragraph 9, with the following language:
 Employees will be moved whenever possible into a new position within 60 days after acceptance for promotion, but not later than 90 days after acceptance for promotion. The actual timing of the move shall be worked out between the respective Department Heads, if applicable. If an employee is unable to move into a promoted position due to business necessity, the employee shall begin receiving the new higher rate of pay on the first working day following 90 days. [TA]
- 16. Article VIII: In the event a supervisor is called out for emergency snow duty while the employee is on a regularly scheduled off-day, or has returned home following a regularly scheduled work day, the Authority will pay the supervisor for all hours worked commencing from the time the employee leaves his/her home to report to an Authority location, until the earlier of when: (1) the supervisor reports to and concludes his regularly scheduled workday; or (2) the supervisor returns home. [TA]
- 17. Delete from Article VIII (C)(2) third paragraph that provides for the removal of TPSs from the overtime equalization list after they attain \$100,000 in annual salary due to the overtime. [TA]
- 18. A Vacation Relief (V/R) or Plaza Reserve (R) Toll Plaza Supervisor may be reassigned to an Interchange other than his/her assigned home Interchange. When assigned to an interchange other than his/her home interchange, travel allowance time, calculated based on the following scale, will be paid to Vacation Relief and Plaza Reserve Supervisors when their reassignment equals (30) miles or greater, round trip. [TA]

Allowable Travel Time - Round Trip

Roundtrip Mileage ¹	Allowable Time			
30-44	½ hour			
45-59	¾ hour			
60-74	1 hour			
75-89	1 ¼ hours			
90-104	1 ½ hours			
105-119	1 ¾ hours			
120-134	2 hours			
135-149	2 ¼ hours			
150-164	2 ½ hours			
165-179	2 3/4 hours			
180+	3 hours			

Travel allowance time will be paid at the Toll Plaza Supervisor rate. Compensation will be provided for reassignment on a scheduled tour only. Allowable travel time will not be paid for overtime related travel.

- ¹ Roundtrip travel mileage will be calculated from the Toll Plaza Supervisor's regularly assigned <u>home</u> interchange to the reassigned interchange.
- 19. Art. VIII: Increase shift differentials by \$0.50. [TA]
- 20. Art. X(V)(G): Easter Sunday holiday pay for OPS Shift Supervisors. Swap Easter Sunday for Columbus Day for the 12 OPS shift supervisors only. [TA]
- 21. Art. VIIIA3a: Increase PIP from \$225 as follows: 7/1/23 PIP \$325; 7/1/24 PIP \$325; 7/1/25 PIP \$375; 7/1/26 PIP \$425. [TA]
- 22. <u>Telecom System Administrators</u>: Telecom System Administrators shall be paid a minimum of 1 hour of OT for each off duty call they handle. If the call last more than an hour, the supervisor shall be paid OT for all time spent on the off duty call. [TA]

23. Parity Committee:

The Authority agrees to establish a Parity Committee for the purpose of examining the salaries of the Local 200 bargaining unit job titles identified below and comparing the salaries and duties of those titles to the salaries of job titles in other Turnpike bargaining units.² In addition, the Committee will examine the skill adjustment paid to members of

² In the case of the Training Supervisor Tolls, the Committee will analyze the duties performed by those supervisors, including the additional duties those supervisors are willing to perform, to determine if they should be moved from grade 11 to grade 12.

the Local 196, Chapter 12 bargaining unit to determine if identified members of the Local 200 unit should receive a similar skill adjustment.

The Committee shall be comprised of four representatives appointed by the Turnpike and three representatives appointed by Local 200. The Committee may retain the services of a vendor with expertise in compensation analysis to assist the Committee in its analysis. If the Committee retains an outside vendor for this purpose, the Authority shall be responsible for the full cost of the vendor's services.

The Committee will recommend to the Authority whether the compensation of the Local 200 job titles identified below should be increased to be commensurate with job titles in other units performing similar job duties, or in the case of the Training Supervisor Tolls, increased in recognition of the duties currently performed and duties to be assigned in the future.

The Authority shall review the results of the Committee's analysis and determine whether to reclassify the job titles identified below. The Turnpike will also review the Committee's recommendation with respect to the skill adjustment.

The effective date of salary adjustments agreed to by the Turnpike and of the skill adjustment, if agreed to, will be July 1, 2023.

The Committee shall meet within thirty (30) calendar days following ratification of the Local 200 MOA (the Committee Meeting). Within 60 days of ratification of the Local 200 MOA, the Committee shall issue its recommendations. Within 45 days thereafter, the Turnpike shall issue its decision with respect to the Committee's recommendations.

The following Local 200 titles, as well as the Skill Adjustment, shall be analyzed by the Committee:

- a. <u>Landscape Foreman</u> (2 supervisors): Local 200 requests that the Landscape Forman title be moved from grade 12 to grade 12C to make their salaries commensurate with the title of Crew Supervisor represented in the Local 193C bargaining unit. ((TOR would increase from current salary of \$97,986.33 to \$99,016.95 at new grade 12C)
- b. Administrative Assistants (3 supervisors): Local 200 requests that the Administrative Assistant title be moved from grade 11 (TOR \$90,420.14) to grade 12 at TOR (\$97,986.32). The duties of Administrative Assistants are substantially similar to 3914 District Managers (on Parkway) at grade 13 (TOR \$108,004.79).
- c. <u>Training Supervisor Maintenance</u> (1 supervisor): Local 200 requests that the Training Supervisor Maintenance title be moves from grade 12 to same salary as Equipment Trainer in 193C (TOR \$99,016.95 at new grade 12C).

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- d. <u>Training Supervisor Tolls</u> (3 supervisors): Local 200 requests that the Training Supervisor Tolls b moved from grade11 to grade 12. In the past, there were Training Supervisors at range 12). Local 200 would agree to have Training Supervisors Tolls perform additional duties.
- e. <u>Annual Skill Adjustment</u>: Local 200 requests that the Turnpike implement an Annual Skill Adjustment for all Trades & Maintenance Supervisors similar to the Skill Adjustment paid to unit members of Local 196, Chapter 12.
- 24. The District, Roadway Foreman shall be a title in parity with the Crew Supervisor title represented by Local 193C. If the Crew Supervisor receives a salary adjustment, the Authority will review the title District, Roadway Foreman to confirm that the title remains in parity with the 193C Crew Supervisor. If the titles remain in parity, the District, Roadway Forman shall also receive a comparable salary adjustment to maintain pay parity between the two titles.

To avoid salary compression, the titles of TDT Supervisor, Power and Light Electric Foreman, Automotive Foreman, Building Maintenance Foreman, Carpenter/Paint Foreman, Inventory and Materials Supervisor received salary adjustments based on the salary adjustments to the subordinate titles in the Local 194 bargaining unit that they supervise. If the Local 194 subordinate titles receive future pay adjustments in excess of the negotiated across-the-board salary increases, the Authority and Local 200 shall meet to review the Local 200 titles referenced in the prior sentence and if it is necessary to upgrade the salaries of the Local 200 titles to promote internal equity and/or avoid salary compression the salaries of the Local 200 titles shall be adjusted as appropriate.

- 25. OPS Shift Supervisor, Art. XIIA2Bii: The OPS Shift Supervisor shift differential designation shall be changed from 2a to 2b. [TA]
- 26. <u>Union Release Time</u>, Art. XIXB: Increase Release Time to 1500 Hours + 5 additional hours for every member over 299 members. [TA]
- 27. TDI and Workers Compensation

Side Letter of Agreement on TDI and Workers Compensation Benefits between the Turnpike Authority and IFPTE Local 200

- 1. Local 200 and the Turnpike agree to continue negotiating over TDI and Workers Compensation benefits following ratification of this MOA, with the objective of increasing benefits available to Local 200 unit members by looking to the higher levels of benefits received by Turnpike employees represented by other local unions for guidance.
- 2. Within sixty (60) days following ratification of this MOA, the Turnpike shall present to Local 200 its proposed changes to its Workers Compensation and TDI

policies, which shall include modernizing and making more efficient the implementation of its policies and which shall also include its proposals for increasing TDI and Workers Compensation.

- Within 15 days of receipt of the Turnpike's proposals with respect to Workers Compensation and TDI policies, the Turnpike will convene a table at which Local 200 shall review the proposed policies and the parties shall negotiate over the subjects in the policies that are negotiable. The Turnpike may invite other union locals to participate in the table to provide input into the proposed policies. The objective of the Turnpike and Local 200 will be to reach agreement on all negotiable aspects of the proposed policies and on benefit increases within 60 days following receipt of the proposed policies by Local 200.
- 4. The Turnpike agrees that it will negotiate in good faith with Local 200 and will not refuse to enter into a final agreement with Local 200 solely on the basis that the Turnpike is unable to reach agreement with other local unions representing Turnpike employees.
- The term of the parties' 2023-2027 CBA shall be July 1, 2023 through June 30, 2027 [TA]
- 29. Any terms of the parties' 2019-2023 CBA that are not expressly modified by this MOA shall remain in full force and effect and shall be incorporated into the parties' 2023-2027 CBA.
- 30. This MOA and the attachments are subject to ratification by the membership of Local 200.

On behalf of IFPTE Local 200

3/19/211

Thomas Mitchell

Dated: 3/19/24

Dated:

Dated: 3-19-24

On behalf of the NJ Tumpike Authority

Dated: 3/19/24

3-5-2024

Dated:

034937

Dated: 3/19/24

Dated: 3/19/24

Dated: 3/19/24

Dated: 3/19/24

Dated: 3/19/24

NEW JERSEY TURNPIKE AUTHORITY 034938 MEMORANDUM



TO:

Francis K. O'Connor, Chair Ulises E. Diaz, Vice Chair Michael R. DuPont, Treasurer Ronald Gravino, Commissioner Raphael Salermo, Commissioner Francisco Maldonado, Commissioner John S. Wisniewski, Commissioner

RE:

Authorization to Enter into a Memorandum of Agreement with IFPTE Local 193 and the New Jersey Turnpike Authority for a Successor Collective Bargaining Agreement

DATE:

March 25, 2024

On March 21, 2024, IFPTE Local 193 and the New Jersey Turnpike Authority entered into a Memorandum of Agreement ("MOA") relative to but not limited to; compensation, health benefits and other work rule revisions. The MOA has a term of October 1, 2023 through June 30, 2027.

This MOA provides for across the board salary increases for Local 193 employees as follows:

- Effective October 1, 2023 3.5%
- Effective October 1, 2024 3.5%
- Effective October 1, 2025 3.5%
- Effective October 1, 2026 3.5%

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

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

Therefore, approval of this MOA is respectfully requested. Authorization is also requested for the Executive Director to authorize all documents relative to this MOA.

Donna C. Wilser

Deputy Executive Director

CERTIFIED FOR CONSIDERATION:

James D. Carone Executive Director

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Memorandum of Agreement between the New Jersey Turnpike Authority and IFPTE Locals 193

The New Jersey Turnpike Authority (the Authority) and IFPTE Local 193 (the "Union"), having engaged in negotiations for agreements to succeed the collective bargaining agreements that expired on September 30, 2023, hereby agree to the following terms to be incorporated into the signatory locals' successor collective bargaining agreements:

1. Across-the-board wage increases:

- a. October 1, 2023 3.5%
- b. October 1, 2024 3.5%
- c. October 1, 2025 3.5%
- d. October 1, 2026 3.5%

All minimums and maximums shall be increased by the above across-the-boards on the effective dates indicated. Where steps are specified in dollar amounts, those amounts shall also be increased by the above across-the-boards.

2. Additional Step:

Effective October 1, 2024, an additional step shall be added to the top step of each salary grade, range or scale. The additional step shall be 3% more than the top step of the current grade, range or scale. Employees on the current top step for 12 months or more shall advance to the new step on October 1, 2024. All other employees shall advance from the current top step to the new top step after 12 months on the current top step. The 3% additional step shall be calculated based on the TOR or maximum step salary after the application of the October 1, 2024 3.5% ATB.

3. Living Wage:

All full-time and part-time employees shall be entitled to earn a "living wage." In this regard, the minimum hourly rate for employees in all bargaining units covered by this agreement shall be increased as follows:

a. Effective Retroactive to July 1, 2023: \$18.00/hr.

b. <u>Effective July 1, 2024</u>: \$20.00/hr.

c. Effective July 1, 2025: Increased by the ATB

d. Effective July 1, 2026: Increased by the ATB

¹ The Authority will use best efforts to pay retroactive pay within 90 calendar days of ratification of an MOA between the Turnpike and the Union. Retroactive pay to be provided in a separate check.

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After application of the annual across-the-board wage increases agreed to by the parties, any employee with hourly wages below the minimum hourly rate set forth above, shall be increased to the applicable minimum hourly rate.

4. Employee Healthcare Contributions:

Employee Contributions for all health benefit plans shall be calculated based on the contribution rates set forth in the August 17, 2022, Healthcare MOA, appended hereto as Appendix A, which rates shall remain in effect unless modified by mutual agreement.

5. Retiree Health Benefits:

- a. A retiree's surviving spouse and any eligible covered dependent (collectively, the "survivor") shall continue to receive Lifetime Health Benefits after the retiree's death until the survivor's death or ineligibility for coverage, except that in the event the surviving spouse gets remarried, the benefits shall expire upon the date that alterative benefits become available that are not substantially diminished benefits or substantially more expensive to the survivor. If benefits are available as a result of remarriage, it will be presumed that the alternative benefits are neither substantially diminished nor substantially more expensive. To continue coverage, the survivor shall demonstrate to the Authority that the alternative benefits are substantially diminished or substantially more expensive. The Authority's determination shall be final and not subject to challenge through the grievance and arbitration procedure in the applicable bargaining agreement, or any other means. A surviving spouse will have the right to obtain from the Turnpike a decision on whether her/his health benefits will expire if she/he remarries by providing the Turnpike with the benefit plan of her/his perspective spouse.
- b. All retirees that meet the eligibility criteria for, and are receiving Lifetime Health Benefits shall be eligible to receive:
 - i. The same dental and vision benefits they received as active employees.
 - ii. Reimbursement for the cost of Medicare Part B standard premium.
 - iii. Survivors shall be responsible for the cost of their own Medicare Part B standard premium, where applicable.
- c. The Turnpike will pay for the full cost of retiree Lifetime Health Benefits for employees who had at least 15 years of service in the pension system on or before the effective date of Chapter 78 (June 28, 2011). Employees who did not have at least 15 or more years of service in the pension system on or before the effective date of Chapter 78 will pay the percentage of their pension benefit the employee was paying of their base pay as an active employee prior to retirement or 1.5% of their monthly retirement benefit, whichever is less.

6. Open Enrollment:

The Authority shall make the DACH4 Plan available during the 2024 Open Enrollment Period consistent with the November 1, 2023, MOA, to be incorporated herein.

7. Compensation Time:

Effective on the date of ratification of this MOA, eighty (80) hours of compensation time will be granted to an employee per calendar year. The Authority and the Union agree that the Authority, upon notice to the Union, may increase the number of floating APS employees by no more than three (3) floating APS's, based upon the reasonable needs of the Authority, to avoid disruptions to operations and scheduling as may be created by the additional sixteen (16) hours of Compensation Time established herein. Should the need arise to assign more than three (3) floating APS's, the Authority shall notify the Union in writing, and the Parties agree to negotiate the issue.

8. Swing Time:

Restore fifteen (15) minutes of swing time, as set forth in Article VII (7) at paragraph 3.

9. Meal Allowance:

For any employee that is currently entitled to a meal allowance under \$21.00, increase the meal allowance to \$21.00. No change to criteria for entitlement to meal allowance.

10. Uniform Allowance:

Increase the annual uniform allowance by \$25.00. No change to criteria for entitlement to uniform allowance.

The Authority will provide new uniforms, including 5 long sleeve shirts, 5 short sleeve shirts, 5 pants, 2 sweaters, 1 windbreaker, 1 ball cap, and 1 knit hat. Shirts will be provided every two (2) years.

11. Boot/Shoe Allowance:

For any employee that is currently entitled to a Boot/Shoe allowance, increase the annual amount of the allowance by \$25.00. No change to the criteria for entitlement to the Boot/Shoe allowance or to the current practice as to how the allowance is paid.

12. Layoffs:

a. In the event that the Authority determines that layoffs are necessary for any reason, the Authority shall provide at least 60 days' notice of layoffs to the Union and to the impacted members. Notice to the union shall include the reason(s) for the layoff, the positions to be eliminated, if any, and the names and titles of employees to be laid off. If the layoff is for fiscal reasons the Authority shall provide the Unions with financial information, upon request, that enables the Unions to propose

layoff alternatives. This provision shall not be subject to the parties' Grievance Procedure.

- b. Upon written request of the Union, the Authority will meet with the Union and discuss alternatives to layoffs, including placing impacted employees in vacant positions for which they are qualified, and any other measures to reduce or eliminate the need for layoffs. Absent an agreement between the parties, however, the Authority's decision regarding the layoff(s) and alternatives to layoffs shall be final and not subject to the Grievance Procedure.
- c. In the event that following negotiations over alternatives to layoffs, some unit members will be laid off, layoffs will be in reverse order of seniority within job classification. Employees that are to be laid off will also have the right to bump into a previously held lower job classification.

13. Toll Department Transition:

The Turnpike and the applicable union, in conjunction with each toll employee, shall develop an Employee Transition Plan ("ETP") to minimize the risk of job loss as the result of the implementation of electronic tolling. Each ETP shall: (a) identify potential positions, if any, outside of the Toll Department into which an employee can be placed, and (b) specify the training, the qualifications, and the apprenticeship programs, if any, that are suitable for the employee, and which will provide them with the necessary skills to be placed in the identified positions. The Authority will use best efforts to complete ETPs for Toll employees prior to December 31, 2024.

- 14. Emergency Declaration: Increase the \$100 Emergency Bonus to \$125.
- 15. <u>Drug and Alcohol Testing:</u> See Appendix B and Appendix C: (a) Non-DOT Alcohol and Drug Abuse Policy, and (b) DOT Drug-Free and Alcohol-Free Workplace Policy.
- 16. Eye Exams and Corrective Lenses: Increase coverage for out-of-network benefits in the Non-HMO Vision Plan (VISD3) as follows:
 - a. Single Lenses: Increase from \$100 to \$125
 - b. BiFocal Lenses: Increase from \$110 to \$135
 - c. TriFocal Lenses: Increase from \$125 to \$150
 - d. Contact Lenses: Increase 12-month supply from \$185 to \$210.

17. Bereavement Leave:

Effective January 1, 2024, the Authority agrees to pay a bereavement day based on the number of straight time hours that the employee would have worked on the shift (if employee was scheduled to work a 10-hour shift, he/she will receive 10 hours of paid bereavement leave). However, no employee shall receive more than a total of 40 hours of paid bereavement leave

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for any one relative's death. Nothing herein shall be interpreted to alter or change the number of bereavement days available to employees per event of bereavement, as set forth in the applicable collective bargaining agreement.

Effective upon the date of ratification of this Agreement, the Authority will provide one (1) bereavement day for the death of an employee's aunt or uncle.

18. Union Leave:

Increase union leave time to sixteen (16) hours per week.

19. Holiday Bonus:

Increase bonus to \$150.00 when working listed holidays.

20. Group Life and LTD Insurance:

The Parties agree that no substantive changes shall be made to the Group Life and LTD Insurance benefits available to Union members under the terms of the existing Collective Negotiations Agreement. If necessary, the Union may request paid-LTD Benefits to Union members to ensure comparable benefits to IFPTE Local 200 as part of the Authority's continuing negotiations with the Union concerning TDI and Worker's Compensation Benefits.

21. TOR Adjustment:

Increase TOR salary by \$250 per year added to base for each year of this agreement in recognition of the additional duties performed by TPS members, including but not limited to vault pulls, fixing ACM, toll collector scheduling and other administrative duties, which the Authority recognizes is distinct and in addition to the duties performed by other Unions.

22. TDI and Workers Compensation:

Side Letter of Agreement on TDI and Workers Compensation Benefits between the Turnpike Authority and IFPTE Local 193

- 1. Local 193 and the Turnpike agree to continue negotiating over TDI and Workers Compensation benefits following ratification of this MOA, with the objective of increasing benefits available to Local 193 unit members by looking to the higher levels of benefits received by Turnpike employees represented by other local unions for guidance.
- 2. Within sixty (60) days following ratification of this MOA, the Turnpike shall present to Local 193 its proposed changes to its Workers Compensation and TDI policies, which shall include modernizing and making more efficient the implementation of its policies and which shall also include its proposals for increasing TDI and Workers Compensation benefits.
- 3. Within 15 days of receipt of the Turnpike's proposals with respect to Workers Compensation and TDI policies, the Turnpike will convene a table at which Local 193 shall

review the proposed policies and the parties shall negotiate over the subjects in the policies that are negotiable. The Turnpike may invite other union locals to participate in the table to provide input into the proposed policies. The objective of the Turnpike and Local 193 will be to reach agreement on all negotiable aspects of the proposed policies and on benefit increases within 60 days following receipt of the proposed policies by Local 193.

4. The Turnpike agrees that it will negotiate in good faith with Local 193 and will not withdraw any proposal that is acceptable to Local 193 and the Authority solely on the basis that other Unions rejected the Authority's proposal.

23. Term of Agreement:

The term of the parties' 2023-2027 agreement shall be October 1, 2023 through June 30, 2027.

On behalf of Local 193

On behalf of the Turnpike Authority

Dated: 3/21/24