



February 24, 2000

Mr. D. J. Bogen  
General Chairman, UTU(T)  
7 Cedar Street  
Suite 2-A  
Summit, NJ 07901-2503

Dear Mr. Bogen:

This refers to the current agreement book between the parties which has been recently updated and reprinted to include agreed upon modifications.

These modifications are based on agreements which have been reached by the parties since the agreement book was last printed and issued to the workforce. Such agreements may be in the form of side letters, questions and answers, memorandum of understanding etc., some of which may be attached to the agreement book as exhibits.

The parties acknowledge that due to the magnitude of this undertaking, errors and omissions may inadvertently result in that the printed book and the source document/agreement may contain dissimilar provisions.

It is understood and agreed that should a situation arise wherein a rule or provision of the printed book is in conflict with the provision of the original side letter or agreement, the original document/agreement shall apply.

Very truly yours,

I concur.

  
William B. Murphy  
AGM Labor Relations/Administration

  
D. J. Bogen, General Chairman  
United Transportation Union (T)

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**This Agreement amends and supersedes the Agreement between NEW JERSEY TRANSIT Rail Operations, Inc. and the United Transportation Union dated March 31, 1983, including all side letters attached thereto. This Agreement shall be effective as of March 3, 1983.**

### **1**RULE 1 - SCOPE AND DEFINITIONS****

a. This Agreement will apply to the work of transporting passengers or service performed by the employees specified herein and governs the rates of pay, hours of service and working conditions of all employees, as defined in this Rule, engaged in the performance of work presently recognized as the exclusive work of passenger train service employees on main lines, or branch lines or within yard facilities.

b. New Jersey Transit Rail Operations, Inc. ("NJT Rail") recognizes the United Transportation Union (C) and (T) by its General Committee or Committees of Adjustment, whose chairman or chairmen are signatories hereto as bargaining representative or representatives of all train service employees on the NJT Rail train service roster, subject to clarification of that jurisdiction in accordance with law.

c. The words "employee" or "employees" as used in this Agreement refer to all train service operating craft personnel. Train service operating craft personnel will be classified as Conductor, Passenger Service; Conductor, Other Than Passenger Service; Trainman--Rear Brakeman, (Passenger Service), Trainman--Ticket Collector (Passenger Service), and Trainman, Other Than Passenger Service.

d. "Duly accredited representative" means a member of the Local Committee of Adjustment of the United Transportation Union (C) and (T) having jurisdiction or a member of the United Transportation Union designated by the General Chairman.

e. "Local Chairman" means the Chairman of a regularly constituted Local Committee of Adjustment- United Transportation Union (C) & (T) having jurisdiction.

f. "General Chairman" means the Chairman of the regularly constituted General Committee of Adjustment of the United Transportation Union (C) and (T) signatory hereto.

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**1** Refer to Letter N<sup>o</sup>s 14, 17, 21

g. "Designated NJT Rail Official" means a person or persons designated by the Vice President and General Manager of NJT Rail.

**NOTE: The following clarifies and interprets Rule 1**

**Question 90** *May a Trainman be referred to as an Assistant Conductor?*

**Answer** *Yes, a Trainman may be referred to as an Assistant Conductor.*

**Question 98** *What work situations will govern to determine which work will accrue to the UTU and which accrue to the BMW employees.*

**Answer** *The following work situations will accrue to the UTU Union:*

- 1. All contractors working along NJ TRANSIT Rail Operations (NJTRO's) right of way. (Conductors)*
- 2. Any crane operating on any line and/or terminal areas. (Conductors)*
- 3. Sperry Rail Cars (Conductors)*

*The following work situations will accrue to the BMW employees:*

- 1. All self-propelled machinery, moving light, such as Rail grinders, High Rail Vehicles, Geometry Car, Clearance Car, Cranes working in system rail or rail or tie gangs, Weed Sprayer and Super Sucker and Boom Trucks. (System rail or tie gang for the purpose herein means a rail or tie gang working on a track taken out of service by bulletin order and if an adjacent track is involved the bulletin order will contain an obstruction order.)*
- 2. All specialized equipment without a drawbar, i.e., Tie Handler, Injector, Anchor Machines, etc. operated and supervised by NJ TRANSIT Maintenance of Way employees.*

**Question from Letter 21** *In accordance with Item 1 of Q&A 98 may an Asst. Conductor be used to protect contractors working along NJTRO's right-of-way?*

*Answer*

*Yes, provided they have received training as a flagman, a Form D is not required, and tracks are not obstructed or out of service while they are working their assignment. Nor will they be utilized to pilot any on-track vehicle. When the Asst. Conductor is used to perform this service they will be paid at the 100% Conductor's rate of pay.*

**2RULE 2 - CLASSIFICATIONS AND BASIS OF PAY**

a. Employee classifications and rates of pay upon the effective date of this Agreement are:

<u>Classification</u>	<u>Hourly Rate of Pay</u>
Conductor-Passenger Service	\$20.50 per hour
Conductor-Other Than Passenger Service	\$20.50 per hour
Trainman-Rear Brakeman (Passenger Service) and Trainman-Ticket Collector (Passenger Service)	\$19.42 per hour
Trainman-Other Than Passenger Service	\$19.42 per hour

b. The rates provided for in paragraph "a" of this Rule shall be subject to increases as of July 1, 1996 and July 1, 2000. The rates of pay, effective these dates, shall be:

(i) Conductor-Passenger Service and Other Than Passenger Service

Effective July 1, 1996	\$19.23 per hour
Effective July 1, 1997	\$19.90 per hour
Effective July 1, 1998	\$20.50 per hour
Effective July 1, 1999	\$21.12 per hour
Effective July 1, 2000	\$21.85 per hour

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2 Modified by Memorandums of Understanding dated October 21, 1988, November 11, 1993 and July 29, 1998.

- (ii) **Trainman-Rear Brakeman (Passenger Service), Trainman-Ticket Collector I Passenger Service), and Trainman - Other than Passenger Service**

Effective July 1, 1996	\$18.22 per hour
Effective July 1, 1997	\$18.86 per hour
Effective July 1, 1998	\$19.42 per hour
Effective July 1, 1999	\$20.01 per hour
Effective July 1, 2000	\$20.71 per hour

c. **Employees entering employment with NJT Rail after January 1, 1983 shall be paid according to the following wage progression:**

<u>Months of Service at NJT Rail</u>	<u>Percent of Base Pay</u>
0-6	70
7-12	75
13-18	80
19-24	85
25-30	90
31-36	95
over 37	100

**Any employee who works as a Conductor will be paid at the 100% rate of pay.**

d. **Except as provided in paragraph "c" of this Rule, eight (8) consecutive hours or less of work shall constitute a basic day for purposes of this Agreement. The basis of pay shall be based on hourly rates, and shall be considered as payment for all the duties of an assignment within any territory, area or location, and for any and all duties performed by the employee on the assignment, except as specifically noted in this Agreement.**

e. **Trainman-ticket collectors may be assigned to passenger service assignments in addition to a crew of one conductor and one trainman-rear brakeman. NJT Rail may designate up to thirty (30) trainman-ticket collectors assignments which would be excluded from the coverage of paragraphs "d" and "f" of this Rule and would be covered by the following provisions:**

- (i) **Each trainman-ticket collector assignment so designated shall have a work week consisting of a maximum of six days and each employee so assigned would be guaranteed a minimum of a money equivalent of forty (40) straight time hours pay for each work week of compensated service. Such trainman-ticket collectors**

would be subject to a minimum basic day of four (4) hours, which hours shall be consecutive and scheduled immediately before or after the Trainman's rest day, except that should a trainman-ticket collector be assigned to work greater than four (4) hours in any day the basic day shall be no less than eight hours. An employee working as a trainman-ticket collector shall be assigned no more than two days in each work week consisting of a minimum basic day of four (4) hours.

- (ii) NJT Rail may effective January 1, 1985, designate an additional thirty (30) trainman-ticket collector assignments to be excluded from coverage of paragraphs "d" and "f" of this Rule by adding one additional assignment for each employee who retires, dies, or otherwise leaves NJT Rail service after the effective date of this Agreement.
- (iii) NJT Rail shall act reasonably in considering requests by Local Chairmen to desist from designating trainman-ticket collector assignments to be excluded from the coverage of paragraphs "d" of this Rule on the ground that other trainman-ticket collector assignments, which meet the needs of the service, could be designated in their stead;

f. The term "work week" for regularly assigned Employees means a week beginning on the first day on which an assignment is bulletined to work and continuing for seven consecutive days (with two consecutive days off) except as provided in paragraph "c" of this Rule. The term "work week" for employees assigned to an extra board means a period of seven consecutive days beginning on Monday.

g. An Employee shall have a designated point within the terminal for going on and off duty and for a regularly assigned Employee (except regular relief assignments) the designated point shall be at the same location for the duration of the work week. Time of Employees shall begin when required to report for duty and shall continue until they are released at the designated point for going on and off duty. When an Employee is released at other than the designated point for going on and off duty, he shall be afforded transportation to the designated point and shall continue on duty until he arrives at the designated point. For regularly assigned employees working regular relief assignments, NJT Rail shall, where practicable, bulletin such assignments to go on and off duty at the same designated point for the duration of the work week. In the event regular relief assignments must include more than one designated on and off duty point within a work week, where practicable, NJT Rail shall bulletin such jobs so that the same designated on and off duty point is assigned on two consecutive days.

The On/Off duty times for all assignments on the Newark Division shall be as shown in Summary Superintendent's Notice S2-88, October 1, 1988, which is shown as Attachment 2 to this Agreement.

The On/Off duty times for all assignments on the Hoboken Division shall be as shown in Trainmaster's Bulletin No. 11 and Road Foreman's Bulletin No. 4, February 21, 1986 which is shown as Attachment 3 of this Agreement.

The On/Off duty times herein specified will remain in effect unless changes are mutually agreed to by NJT Rail and the U.T.U. (T).

h. All Conductors and Trainpersons will receive fifteen (15) minutes pay in addition to all other compensation paid for each tour of duty in passenger service. This allowance is paid for the making of report and remittances.

**NOTE: The following clarifies and interprets Rule 2**

*Question 1 With respect to Rule 2(d), what is meant by the phrase any and all duties of the assignment”?*

*Answer The phrase any and all duties of the assignment relates to the scope provisions of the agreement covered by Rule 1 (a) and Rule 13.*

*Question 2 If a trainman working as a ticket collector designated under Rule 2(e) works more than four hours due to failure of his/her train to meet the timetable schedule or at the direction of NJT Rail on a day he/she is assigned to work four hours or less, how is the employee compensated?*

*Answer A trainman working as a ticket collector who works more than four hours due to failure of his/her train to meet the timetable schedule or at the direction of NJT Rail, on a day he/she is assigned to work four hours or less will be paid a minimum of eight hours at the straight time rate.*

*Question 7 With respect to Rule 2(e), what would an extra employee who is called to cover one of the designated ticket collector assignments of four hours or less be compensated?*

*Answer An extra employee called to cover such an assignment would be*



*compensated (pursuant to Rule 2e (i) for a basic day of four hours at the straight time rate, except that an extra employee will not be required to work more than two designated ticket collector assignments working four hours or less in a work week. Extra employees who have worked two four-hour assignments in a work week will not be called for service when other employees are available on an extra list who have not worked two four-hour assignments. They will maintain their relative standing on the extra board but shall not be eligible for payments under paragraph (i) of Rule 20. If called and works a third four-hour assignment in a work week, the employees will be allowed 8 hours pay. NOTE: Employees called to work a third four-hour assignment must notice the crew caller that he has already worked two four-hour assignments in the work week.*

**Question 100** *Are employees entitled to additional compensation for handling company mail?*

**Answer** *NJ TRANSIT shall designate certain assignments to handle and deliver mail throughout NJ TRANSIT locations. Only these assignments will be paid fifteen (15) minutes per day at the straight time rate for performing these functions. Only one (1) train crew member will be entitled to this payment, and only on assignments bulletined as mail trains.*

### **3RULE 3 - OVERTIME**

a. Employees in passenger service shall be paid overtime for all time in any day actually on duty, or held for duty, in excess of eight (8) hours, except that an employee shall not be paid for the largest segment of time (calculated on an actual minute basis) held for duty, but not on duty, provided that the amount of unpaid time held for duty, but not on duty or in service, shall not be less than 15 minutes or exceed one (1) hour.

Example: 1. Crew making several turns from 7:00 a.m. to 4:00 p.m. (Nine (9) hours) is released for 14 minutes at some period during the day. This 14 minutes is not deducted from the 9 hours and the crew is entitled to one (1) hour overtime.

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**3 Modified by Memorandum of Understanding, dated October 21, 1988.**

2. Crew's day begins at 6:00 a. m., relieved at 9:00 a.m., again goes on duty at 3:00 p.m., and is finally released at 8:00 p.m. This crew is on duty or held for duty for fourteen (14) hours. The largest single segment of time held for duty but not on duty is more than one(1) hour. The crew will be paid for thirteen (13) hours of which five(5) hours is at the overtime rate.

b. Employees in other than passenger service shall be paid overtime for all time in any day actually on duty, or held for duty, in excess of eight (8) hours.

c. Employees shall be paid on an actual minute basis for overtime service at the time-and-one-half rate.

d. Overtime shall be paid for service on the sixth or seventh day of service in any work week provided the Employees has performed service or has been compensated for five days during such work week.

**NOTE: The following clarifies and interprets Rule 3**

*Question 3      Would an employee be paid time and one-half for his/her second tour of duty on any given day.*

*Answer            No. Except that if the employee, regular or extra, has five straight time starts in a work week he/she will receive time and one-half for the sixth or seventh start.*

*Question 4      Would an extra employee who works more than five starts in a work week be eligible for overtime payments under Rule 3(d) on other than the sixth and/or seventh day of the work week?*

*Answer            Yes. An extra employee who works more than five starts in a work week would be eligible for overtime payments under Rule 3(d) for each additional tour of duty in the work week.*

*Question 5      Would there be any situation in which an employee would not be eligible for overtime payments under, Rule 3(d)?*

*Answer            Yes. An employee who exercises seniority or who is force assigned to an assignment would not be eligible during that work week for overtime payments under rule 3(d).*

**Question 6** *With respect to Rule 3(a), how would an employee be compensated under the following circumstances*

**Example:** *Employee starts work at 6 a. m. and is on duty continuously until the assignment goes off duty at 2 p. m. Later that day the employee is called to work on assignment which starts work on the same day at 10 p. m. The "assignment goes off duty at 6 a. m. the following morning.*

**Answer** *The employee would be compensated for eight straight time hours for the first assignment that day. He/she also would be compensated for eight straight time hours for the second assignment. Overtime under Rule 3(a) would not begin for that second assignment until the employee is on duty or held for duty in excess of eight hours not including any layover time of up to one hour.*

**Question 89** *Is a Conductor, Trainman, or Rear Brakeman entitled to time and one-half pay if he/she is required to report for a Book of Rules examination and/or training sessions scheduled by the Carrier on his/her 6th or 7th day in his/her work week?*

**Answer** *Yes, the payment of the time and one-half rate is in accordance with Rule 3(d) of the Collective Bargaining Agreement, provided the employee has already been paid 40 straight time hours in that work week.*

#### **RULE 4 - CREW CONSIST**

a. The minimum crew size for all passenger trains consisting of revenue cars (cars in service) shall be one conductor and one trainman, except as provided in paragraph "b" of this rule.

b. For passenger trains consisting of one or two revenue cars, NJT Rail may propose to a joint Management/Labor Council composed of three representatives from both NJT Rail and the Union that a crew consist of one conductor be implemented for a certain train or trains. NJT Rail may only initiate implementation of a crew consist of one conductor for a two revenue car train to the extent that employees retire, die or otherwise leaves NJT Rail employment.

The Joint Management/Labor Council shall meet to determine the appropriateness of the crew consist proposal through consideration of various criteria

including, but not limited to, employee security and protection of revenue. The Council shall determine within 30 days from the time of NJT Rail proposal whether the crew consist arrangement proposed is appropriate for the service. Agreement to the proposed crew consist arrangement shall not be unreasonably withheld by the labor members of the Joint Management/Labor Council. If the Council is unable to reach a decision on the appropriateness of a particular crew consist, NJT Rail may implement its crew consist proposal as modified, for a trial period of 120 days. If, upon completion of this 120 day trial period, the Union members of the Council contend that the crew consist arrangement is inappropriate for a particular train or trains, the Union may submit the issue to arbitration. The arbitration shall be conducted pursuant to Rule 44, Special Aired of Adjustment, and the award shall be final and binding on all parties to this agreement. If a majority of the panel determines by a preponderance of the evidence that the proposed crew consist arrangement for any train or trains is inappropriate, it shall order the crew consist of one conductor and one trainman for such train or trains to be reinstated. If, on the other hand, a majority of the panel approves NJT Rail's crew consist proposal on such train or trains, it shall order that the crew consist of one conductor be retained.

c. The minimum crew size for passenger trains consisting of non-revenue cars only shall be one conductor.

d. The minimum crew size for all yard engine assignments shall be one conductor and one trainman.

e. The minimum size crew for all yard relay crew assignments shall be one conductor.

**NOTE: The following clarifies and interprets Rule 4**

*Question 8 What do you mean by "otherwise leaves NJT Rail employment" as show in Rule 4(b)?*

*Answer Resignation, final dismissal, leave of absence to work on another railroad, or full time union position, or flow back to Conrail.*

*Question 9 With respect to Rule 4(c) would a single conductor on a train consisting only of non-revenue cars be required to perform any switching?*

*Answer A conductor, under such circumstances, would not be required to perform any switching other than setting out defective cars or performing straight set outs and pick ups.*

*Question 10 With respect to Rule 4, what would be the minimum crew size for an engine exchange assignment?*

*Answer The minimum crew size for an engine exchange assignment, pursuant to Rule 4(e), would be one conductor.*

*Question 11 With respect to Rule 4, what would be the minimum crew size for work, wire and wreck trains*

*Answer The minimum crew size for work, wire, and wreck trains would be one conductor and one trainman.*

#### **4RULE 5 - UNIFORMS**

a. NJT Rail shall provide each passenger service employee who has been employed by NJT Rail for a period of 120 days a uniform set consisting of a jacket, a vest, two pairs of trousers, and a cap.

b. NJT Rail shall pay 100% of the cost of one complete uniform per year for each employee covered by this Agreement. NJT Rail will pay a maintenance allowance of \$375.00 per year payable in a lump sum by separate voucher in the first pay period of April 2000. Thereafter, the annual clothing allowance shall be payable in the first pay period of January, 2001.

The following uniform fee shall apply to all train service employees entering active service after April 1, 2000:

April, May, June	100%	\$375.00
July, August, September	75%	281.25
October, November, December	50%	187.50

The following uniform fee shall apply to all train service employees entering active service after January 1, 2001:

January, February, March	100%	\$375.00
April, May, June	75%	281.25
July, August, September	50%	187.50
October, November, December	25%	93.75

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4 Modified by Memorandum of Understanding dated October 21, 1988 and Letter N<sup>o</sup> 10 dated December 28, 1989 and by Letter of Agreement dated December , 1999.

c. NJT Rail shall provide each passenger service employee with four shirts and two ties during the term of this agreement and shall subsidize 50 percent of the cost of one outercoat during the term of this agreement.

d. All passenger service employees will be required to wear their Uniforms while on duty. Employees are expected to maintain uniforms at proper professional standards.

**NOTE: The following clarifies and interprets Rule 5**

*Question 12 Is an employee required to purchase the coats prescribed in Rule 5(c)?*

*Answer Yes, provided that after receiving the initial outercoat and trench coat, NJ TRANSIT will pay 50% of the cost second coat and any subsequent coats purchased thereafter.*

*Question 97 How will the uniform fee allowance schedule apply to all train service employees entering active service after July 1 of the contract year?*

*Answer The following uniform allowance schedule applies to all service personnel:*

<i>July, August, September</i>	<i>100%</i>	<i>\$375.00</i>
<i>October, November, December</i>	<i>75%</i>	<i>281.25</i>
<i>January, February, March</i>	<i>50%</i>	<i>187.50</i>
<i>April, May, June</i>	<i>25%</i>	<i>93.75</i>

## **5RULE 6 - VACATION**

a. An employee who is eligible for vacation because of continuous years of service with NJT Rail (including, for an employee transferred from the Consolidated Rail Corporation, any years of compensated service worked for Conrail, as calculated pursuant to the Implementing Award to which NJT Rail and the Union are parties), shall be entitled to vacation leave as provided in the National Vacation Agreement of April 29, 1949, as amended and in effect December 31, 1982. The parties shall modify the provisions of the National Agreement to the extent that employees will be paid 1/52 of the previous year's earnings or the rate of the last assignment worked, not to exceed five days pay, whichever is greater.

b. NJT Rail will recognize vacation time earned in service to the Consolidated Rail Corporation or predecessor railroads by an employee transferred to NJT Rail under the Implementing Award to which NJT Rail and the Union are parties. Vacations earned under two or more agreements or under service performed with Conrail shall not be combined so as to create a vacation of more than the maximum number of days provided for in any of the individual agreements. Vacations earned in 1982 by an employee transferred to NJT Rail under the Implementing Award will be provided in accordance with the Implementing Award.

c. During a transition year, a Conductor's or Trainperson's service anniversary date, for computing vacation entitlement, will be January 1 of that year, provided that the Conductor's or Trainperson's transition anniversary date falls on any day during that year.

d. Conductors and Trainpersons who are otherwise eligible for vacation to commence in one calendar year may remain on vacation into the subsequent calendar year.

e. Employees transferring into UTU(C&T) represented positions from the Bus, Rail or Headquarter Division of NJ Transit will use their earliest retained service date for the purpose of calculating vacation.

f. The qualifying years of service used in the calculation of vacation entitlement for employees represented by the UTU that had previous railroad experience shall be modified to recognize continuous years of unbroken service at other railroads based upon the following criteria:

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<sup>5</sup> Modified by Memorandum of Understanding dated October 21, 1988 and by Letter No 19 dated February 15, 1996 and Letter of Agreement dated December 1999.

- d. No more than one year may have elapsed between the month the employee left the previous railroad and the hire month at NJTRO.
- b. Only unbroken service at one or more railroads will be recognized for calculation of vacation entitlement.
- c. Continuous use of service at other railroads will be established by the employees BA-6 data which is compiled by the Railroad Retirement Board.
- d. For employees hired after the date of this Agreement, New Jersey Transit will recognize previous Conductor and Trainmen Service on other railroads for vacation purposes in the calendar year after the employee has completed five years of service as a Conductor or Trainman for New Jersey Transit.

This Agreement concerning qualifying years of service shall be effective in calendar year 2000, and shall be applicable to personnel holidays but in calendar year 2000 any additional vacation or personal holiday entitlement shall be received in compensation rather than scheduled time off, and annually thereafter shall be scheduled in accordance with current practice.

**NOTE: The following clarifies and interprets Rule 6**

*Question 106 Can Vacation Leave for a Trainmen be taken in single day intervals?*

*Answer Up to one (1) week of vacation time may be taken on a single day basis. Effective January 1, 1999.*

**ELIGIBILITY**

*To be eligible for single day vacation leave, the employee must be qualified for one (1) week of vacation.*



## **'RULE 7 - HOLIDAYS**

a. Effective July 1, 1983, each regularly assigned employee who meets the qualifications set forth in paragraph "c" hereof will receive eight (8) hours pay at the straight-time rate for each of the following enumerated holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Only one eight (8) hour payment will be paid for the holiday, irrespective of the number of trips or tours of duty worked.

**NOTE:** The date observed by the State of New Jersey will be considered the holiday.

b. Any regularly assigned employee who works on any of the holidays listed in paragraph "a" will be paid at the rate of time and on-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one eight (8) hour holiday payment, for service performed during a single trip or tour of duty on a holiday which is also a workday or a vacation day.

c. To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, he must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, canceled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holidays (2) the holiday, or (3) on the workday

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6 Modified by Memorandums of Understanding dated October 21, 1988 and July 29, 1998.

immediately following the holiday will not thereby be disqualified for holiday pay, provided he does not lay off on any of such days and makes himself available for service on each of such days, except the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of his workweek, the workday following his "days off" will be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek will be considered the workday immediately preceding the holiday. When one or more designated holidays fall during the vacation period of an employee, the qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

**NOTE:** A regularly assigned employee who qualifies for holiday pay under paragraph "c" will not be deprived thereof by reason of changing from one regular assignment to another regular assignment on the workday immediately preceding or following the holiday or on the holiday.

d. Nothing in this Rule will be considered to create a guarantee or to restrict the right of NJT Rail to annul assignment on the specified holidays.

e. The terms "workday" and "holiday" refer to the day to which service payments are credited.

#### Employees Assigned to an Extra Board

f. Effective July 1, 1983, employees assigned to an extra board who meet the qualifications set forth in paragraph "g" will receive eight (8) hours pay at the straight time rate on any of the following subsequent holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Only one eight (8) hour payment will be paid for the holiday, irrespective of the number of trips or tours of duty worked.

**NOTE:** For any of the above listed holidays, the date observed by the State of New Jersey will be considered the holiday.

g. To qualify, an employee assigned to an extra board must perform service or be available for service on the full calendar day of the holiday and on the full calendar days immediately preceding and immediately following the holiday.

**NOTE 1:** An employee assigned to an extra board whose service status changes from an employee assigned to an extra board to a regularly assigned employee or vice versa on one of the qualifying days will receive the basic day's pay provided in paragraph "f" provided (1) he meets the qualifications set forth in paragraph "g" on the day or days he is an employee assigned to an extra board, and (2) he meets the qualifications set forth in paragraph "b" on the day or days he is a regularly assigned employee.

**NOTE 2:** An employee assigned to an extra board will be deemed to be available if he is ready for service and does not lay off of his own accord.

**NOTE 3:** When one or more designated holidays fall during the vacation period of an employee assigned to an extra board, his qualifying days for holiday purposes will be his workdays immediately preceding and following the vacation period.

h. Any employee assigned to an extra board who works on any of the holidays listed in paragraph "f" will be paid at the overtime rate for all services performed on the holiday. Not more than one time and a half payment will be allowed, in addition to the one hour holiday payment, for services performed during single trip or tour of duty on a holiday which is also a workday or a vacation day. Such payments shall be counted against an employee's weekly guarantee.

i. The terms "calendar day" and "holiday" on which service is performed refer to the day to which service payments are credited.

j. Employees covered by this Rule will receive a "personal holiday" as an twelfth holiday, in lieu of a workday, subject to the qualifying requirements of this Rule, except that they will not be required to work or to be available for work on the "personal holiday" to qualify for holiday pay for such "personal holiday" if they so

elect. Such "personal holiday" will be selected by the employee and will be granted, consistent with the requirements of service, upon 48 hours advance notice to NJT Rail, except that the "personal holiday" request must be made before October 12 of each year. Employees who do not make such a request shall receive eight hours pay at the-straight time rate of their preponderant classification in lieu of such choice holiday. NJT Rail will grant at least three (3) employees' request for any given day one each district.

**Example:** Trainman Venus requests his personal holiday to be Friday, October 6, 1989. He must make his request by Tuesday, October 3, 1989 and NJTRO will make a decision by Thursday, October 5, 1989 and make the decision available to Trainman Venus by 4:00 P.M. October 5, 1989. Seniority will govern should there be more than three (3) requests on any division for any day with the senior employee to be given the preference.

Effective January 1, 1999 the personal holiday referenced in paragraph (J) will be amended as follows:

- a. An employee with less than ten (10) years of continuous service shall be entitled to one (1) additional day.
- b. An employee with ten (10) but less than twenty (20) years of continuous service shall be entitled to two (2) additional days.
- c. An employee with twenty (20) but less than thirty (30) years of continuous service shall be entitled to three (3) additional days.
- d. An employee with thirty (30) or more years of continuous service shall be entitled to four (4) additional days.
- e. An employee having reached an anniversary date during a particular calendar year will be considered as having reached such anniversary date as of January 1<sup>st</sup> of that year.
- f. Choice holidays may not be accumulated and if not used will be reimbursed at the end of each calendar year.
- g. Years of service shall be calculated the same as vacation entitlements.
- h. A formula will be established jointly on an annual basis at the same time vacation bids are put out which will determine the number of personnel

who may take a single day holiday by division.

**NOTE: The following clarifies and interprets Rule 7**

*Question 13 Are both regular and extra employees eligible to receive the "personal holiday" under this Rule 7(j)?*

*Answer Yes, all employees are eligible to receive the "personal holiday" under Rule 7(j). (Employees granted personal holiday are not required to qualify for holiday pay under this Rule.)*

*Question 63 Under what circumstances will an extra employee be denied an optional day?*

*Answer Optional day requests will be allowed to extra list employees actually working on the extra list.*

*Extra list employees who have made an application to a temporary vacancy, will be denied an optional day off until they are released from that vacancy and are marked back up to the list.*

*Extra list employees who are released from a temporary vacancy and have exercised one or both rest days of that temporary vacancy in that work week will be denied an optional day off.*

*Extra List employees who missed a call and are not marked up to the list (pending 16 hour period) will not be allowed an option day off (Monday - Sunday).*

*Question 64 How will requests for optional day be handled?*

*Answer An optional day is defined as beginning at 12:01 A.M. and ending at 11:59 P.M.*

*Eligible extra list employees must notify the crew supervisor of their desire to take an optional day on the calendar prior to the requested optional day but no less than eight (8) hours prior to the requested optional day.*

*If the number of optional list employees requesting an optional day exceeds the number allocated for that day for that list, optional days will be awarded on a seniority basis*

**7 RULE 8 - HEALTH INSURANCE**

a. With respect to hospital, surgical and medical benefits, and life and accidental death and dismemberment insurance benefits for active employees covered by this Agreement; Effective July 1, 1989, NJT Rail shall provide under a NJT Rail sponsored plan exactly the same as those provided to active employees of Conrail under the Health and Welfare Plan of the National Railroad and Railway Labor Organizations Travelers' Group Policy GA 23000, as amended as of March 9, 1988.

b. With respect to dental benefits for active employees covered by this Agreement, NJT Rail shall provide under a NJT Rail sponsored plan substantively comparable benefits to those provided active employees of Conrail effective December 31, 1982 under the Railroad Employees National Dental Plan, Aetna Policy GP 12000.

c. With respect to hospital, surgical, and medical benefits for NJT Rail employees who retire from active service, NJT Rail will provide under a NJT Rail sponsored plan substantively comparable benefits provided retired employees of Conrail effective December 31, 1982 under the National Railroad and Railway Labor Organizations Travelers' Group Policy GA 46000.

d. There shall be no lapse of benefits as a result of transfer of Employees to NJT Rail on January 1, 1983.

e. Second Surgical Opinion required for currently designated elective surgeries. Failure to comply with the Insurer Provider procedures shall result in a 50% penalty on the surgeon's fee.

Mammography to be eligible under Major Medical.

**Mental/Nervous/Substance Abuse benefit:**

Network Benefits	Case Management referral to specific provider required for defined program of treatment.
Inpatient Hospital	100% up to 60 days/year
Inpatient Medical	100% up to 60 days/year

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7 Modified by Memorandums of Understanding dated October 21, 1988, November 11, 1993 and July 29, 1998.

Intensive Outpatient	\$5 per visit copay 2 programs/ (Substance Abuse only)year limit; 4 visits/year maximum
Outpatient	\$0 copay for first three (3) visits \$5 copay for group sessions \$15 copay for individual sessions 60 visits/year maximum
Network Substance Abuse/Mental/Nervous Annual Limit	\$25,000

f. **Special Cost Containment Provisions** - Duplication of payments for medical expenses arising out of an automobile accident is not permitted. Once an Insurance Provider is selected to provide primary coverage, the other Provider Plan will automatically be designated as secondary provider through coordination of benefits between the two plans. The subrogation rights of each plan provider shall apply.

g. **Enrollment Eligibility** - New employees become eligible for all hospital, medical, and vision plans and life insurance the first of the month after completing 90 days of service.

An employee may be either a subscriber or a dependent in NJ TRANSIT health plans. Children may be enrolled only once in NJ TRANSIT health plans.

h. **Coverage for all plans and all conditions will terminate on the first of the month according to the following schedule:**

<u>Category</u>	<u>Effective</u>
After full-time student's 23rd birthday	1 <sup>st</sup> of year
Furlough w/less than one (1) full year of service	1 <sup>st</sup> of month after 1 full month
Resignation	1 <sup>st</sup> of month
Leave of Absence/Termination	3 full months

### **RULE 9 - OFF-TRACK VEHICLE INSURANCE**

Under a NJT Rail sponsored plan, NJT Rail shall provide off-track vehicle insurance coverage for positions presently covered by such benefits at Conrail. The benefits provided under this Rule will be substantively comparable to the benefits applicable to the positions at Conrail effective December 31, 1982.

## **RULE 10 - SICK BENEFITS**

### **1. Sick Leave Plan.**

a. Commencing January 1, 1999, each employee will be provided an annual allowance of five (5) sick days. Sick days may be accumulated and carried over from year to year. Sick banks are not subject to any maximum accumulation or cap.

b. Employees shall be able to utilize any and all sick days in their bank for personal illness or injury or to care for any sick or injured family member provided that the employee is primarily responsible for the care of such family member.

c. There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at one hundred (100%) percent of the daily rate.

### **2. Sick Leave Reimbursement Plan**

a. Any employee who leaves New Jersey Transit service for any reason, other than termination for cause, with a minimum of ten years of continuous service at the time of separation shall be entitled to a cash severance payment of fifty (50%) percent of the daily rate of pay of half of all accumulated but unused sick days, provided that the number of accumulated but unused sick days is at least fifty (50%) percent of the total number eligible.

### **3. Sick Benefits**

a. Effective January 1, 1999, NJT Rail will provide to all UTU(C&T) employees under an NJT Rail sponsored plan, supplemental sickness benefits under a Supplemental Sickness Benefits Plan - Provident Life Group Policy 5000 and will provide sickness benefits equivalent to 60% of the employees base weekly salary.

b. An employee who is eligible to receive Plan benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

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8 Modified by Memorandum of Understanding dated July 29, 1998.



#### 4. Sick Leave Verification

Every application for sick leave for a period over five (5) days, whether with or without pay, must be accompanied by Medical proof satisfactory to New Jersey Transit and upon a form to be furnished by New Jersey Transit setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his duties for the period of absence.

The first five (5) paid sick days in a calendar year will not be counted as absence under the Carrier's Attendance Policy.

#### **RULE 11 - EYE CARE**

a. Effective July 1, 1983, NJT Rail shall provide an Eye Care Program during the term of this agreement. The coverage shall provide for a \$25.00 payment for regular prescription eyeglasses or contact lenses or \$30.00 for bifocal glasses or more complex prescriptions. Included are all employees and their eligible dependents. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

b. Employees and eligible dependents as defined above shall be eligible for a maximum payment of \$25.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

c. Effective January 1, 1989, each eligible employee and dependent will receive only one (1) payment for glasses and one (1) payment for examinations every two (2) years. Submission of receipts are required of the employees in order to receive payments.

#### **RULE 12 - RIDERSHIP PASSES**

NJT Rail shall provide each employee with a pass entitling the employee to unlimited rides on all commuter lines in the NJT Rail system. The pass shall be issued annually and shall be valid only during the year in which issued. The pass will not be transferable. Duly accredited union representatives also shall be provided with NJT Rail ridership passes.

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9 Modified by Memorandum of Understanding dated October 21, 1988.

**RULE - 13 PERFORMANCE OF SERVICE BY TRAINMEN AND CONDUCTORS**

a. Trainmen and Conductors in passenger service shall perform all duties required in connection with the operation of trains scheduled to carry passengers or passenger extra trains and shall obey all rules applicable thereto. Trainmen and conductors in passenger service also may be required by NJT Rail to perform the following as part of their regular duties without extra compensation:

- (i) Passenger service crews may be required to yard any trains at all terminals.
- (ii) Passenger service crews may be required to transfer any trains to and from all repair, service, and fueling facilities.
- (iii) Passenger service crews may be required to set out and pick up any defective cars at all terminals.
- (iv) Passenger service crews may be required to operate any trains through the washing machine.
- (v) Passenger service crews may be required to connect air hoses and jumpers, perform brake tests, and assist engineers as the needs of the service require.

b. Trainmen and Conductors in other than passenger service shall perform all duties required in connection with the operation of work trains and trains in the yard, and shall obey all rules applicable thereto. Trainmen and Conductors in other than passenger service also may be required to operate revenue trains beyond switching or working limits as the needs of the service require without extra compensation.

c. NJT is not permitted to advertise regular assignments to work in Passenger Service and Other Than Passenger Service during the same tour of duty or on any regular basis.

d. NJT Rail is not permitted to call Conductors and/or Trainmen to work in Passenger Service and Other Than Passenger Service during the same tour of duty.

e. Paragraphs (c) and (d) of this rule do not preclude NJ Transit rail from

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10 Modified by Memorandum of Understanding, dated October 21, 1988.

utilizing passenger service crews to perform service as stated in paragraph (a), subparagraphs (i), (ii), (iii) (iv) and (v) without extra compensation except for time actually worked.

**NOTE: The following clarifies and interprets Rule 13**

*Question 16 With respect to Rule 13, do the words "any train" in Sections (i) through (v) mean the train I am working or does it mean any train?*

*Answer The words "any train" is not restricted to the handling of trains employees are actually working. They may be required to handle any train as directed.*

*Question 91 In the implementation of the ADA Act, what are the processes and procedures which the train crew must follow?*

*Answer Conductors will be required to assist passengers in the use of movable operating platforms, bridge plates, and step stools as needed.*

*Conductors will give special attention and offer any assistance to such users upon request.*

*Conductors must operate the movable operating platforms and bridge plates, in a safe and efficient manner and ensure that they are left in a safe position. Bridge plates must be secure in their designated locations. Any malfunctions or problems are to be reported immediately to the dispatcher.*

**11RULE 14 - SENIORITY**

a. The NJT Rail area of operations will constitute a single seniority district. Seniority on NJT Rail for employees transferred from Conrail pursuant to the Implementing Award to which NJT Rail and the Union are parties shall be in accordance with the Implementing Award.

The parties agree that due to confusion that occurred during the process of determining seniority under the Implementing Agreement, a number of employees

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11 Modified by Memorandum of Understanding, dated October 21, 1988.

with prior seniority on predecessor railroads were not were not given credit for their seniority pursuant to parties' initial agreement. At the U.T.U.'s request, NJTRO agrees to recognize the roster as of that date (see Attachment 1). Any errors will be corrected by mutual agreement by the parties.

The parties further agree that in the event that a judgement is entered against NJTRO by any court, as a result of this change in the NJTRO roster, the U.T.U. will indemnify and hold harmless NJTRO from any such Judgements.

b. Employees not covered by paragraph "a" who enter service on or after the effective date of this Agreement in a classification covered by these work rules will be placed on the NJT Rail Seniority Roster (Attached as Appendix No. 1), as of the time and date they first report for their physical examination and will follow the ranking of all employees on the NJT Rail Seniority Roster.

c. A roster showing seniority dates, promotion dates, and seniority standing will be posted in a conspicuous place at all terminals for the information of employees, with copies to the General Chairman.

d. The roster will be revised and posted by March 1 of each year (except that in 1983, the roster will be posted no later than May 1) and will be open for-protest by the employee or his duly accredited representative for a period of 45 calendar days from date of posting. Protests on seniority dates will be confined to names added or changes made since posting the previous rosters.

Upon an employee's presentation of proof of error, such error will be corrected. Employees who are off on leave of absence, vacation, sickness, disability or suspension at the time the rosters are posted will be given 45 calendar days from the date of their return to duty in which to protest. If no protest is made during this time, their seniority dates will be deemed correct.

**NOTE: The following clarifies and interprets Rule 14**

*Question 81 How will roster standing for new employees be determined?*

*Answer In accordance with Rule 14, a random drawing of all new train persons will be conducted by the General Chairman and his/her designee in the presence of all members of the class on the first day that the class convenes. Physicals will not be finalized before this drawing. Anyone dropping out of the class and entering, a subsequent class must have a new physical and new roster standing. Seniority commences on the first day of compensated service for NJ TRANSIT.*

## 12RULE 15 - PROMOTION TO CONDUCTOR

a. Except as otherwise provided herein, Assistant Conductors will be examined for promotion to Conductor between the completion of the first and second year of service and must have started the process for promotion to Conductor by the end of the second year. When the number of available Conductors at a terminal or location is judged to be insufficient, trainmen at the terminal or location will be required, in the order of their seniority, to take the examination for promotion. Promoted trainmen will rank as conductors in the order of their seniority standing as trainmen. A trainman will not be permitted to relinquish his standing as a conductor.

b. Trainmen will be given a written notice of the examination for promotion not less than thirty (30) days in advance of the date such promotion examination is scheduled.

c. NJT Rail will make available optional classes designed to help trainmen prepare for the promotion examination. Trainman attending these classes will do so without pay or any additional expense to NJT Rail.

d. A trainman unable to take an examination because of sickness, injury, authorized leave of absence, furlough on account of reduction in force, assigned vacation, or any emergency cause deemed excusable by NJT Rail will not be required to take an examination for promotion until he has completed thirty (30) calendar days of service as a trainman after returning to active service. The failure of a trainman to appear for a promotion examination he is scheduled to take for any cause listed above will not be counted as a failure to appear for the examination in the application of the provisions of paragraph "e" of this rule.

e. If a trainman fails to appear for or to pass the first examination, he will be allowed thirty (30) days to prepare for a second examination. If he fails to appear for or to pass the second examination, he will be allowed an additional thirty (30) days to prepare for a third examination. If he fails to appear for or to pass the third examination, he will cease to be an employee of NJT Rail, provided such third examination is scheduled after the Trainperson has between one (1) year and nine (9) months and two (2) years of actual service as a Trainperson for NJT Rail.

f. No trainman will be permitted to work as a conductor until he passes the examination for promotion and is qualified on the physical characteristics.

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12 Modified by Memorandums of Understanding dated October 21, 1988 and July 29, 1998.

g. A trainman who transferred to NJT Rail from Conrail on January 1, 1983 pursuant to the Implementing Award, who, at Conrail or its predecessor railroads, was either permitted to relinquish his seniority rights as a conductor, or exercised an option to decline promotion to conductor, will be allowed to exercise an option to take an examination for promotion. Such option must be exercised within ninety (90) days of notice by NJT Rail of such right to take promotion. A trainman who opts under this paragraph to take the examination for promotion and fails the examination, or who exercises his option to decline promotion, shall no longer be eligible for promotion and shall continue to hold seniority as a trainman.

**NOTE: The following clarifies and interprets Rule 15**

*Question 87 For the purpose of Rule 15, what is the methodology to calculate the number of days to become eligible for a promotion to Conductor?*

*Answer The number of calendar days commencing with the first day of compensated service for NJT Rail Operations in a position covered by this agreement.*

*Question 88 For the purpose of Rule 15 (e), what is the methodology to calculate the period of time for the final examination for promotion to Conductor.*

*Answer Said examination must be between one year and nine months, and twenty-four months from the date an employee begins compensated service for NJT Rail Operations in a position covered by this agreement.*

**13 RULE 16 - BULLETINS AND ASSIGNMENTS**

- a. (i) New assignments, readvertised assignments, extra board positions, and vacancies will be advertised every Sunday. The advertising period will close 11:59 P.M. the following Wednesday and assignments will be made effective 12:01 a.m. the following Sunday.
- (ii) Notwithstanding the above provision and/or the manner in which it has been applied to date, when 20% or more of the assignments,

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13 Modified by Memorandums of Understanding, dated October 21, 1988 and July 29, 1998 and Letter N<sup>o</sup>s 3 and 4, dated June 19, 1985. Refer to Letter N<sup>o</sup> 5.

on any division, are scheduled to change on a day other than Thursday, NJT Rail may post a special bulletin advertising those assignments for five (5) days and award them within two (2) days of the close of the bulletin. The General Chairman must be notified in advance of such special bulletin and provided with a copy of such special bulletin two (2) days in advance of the posting of such special bulletin.

b. Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the employee will be off for a period of 30 or more days or when such employee will have been off duty for a period of 30 days, will be advertised in accordance with paragraph "a" of this Rule.

c. For regular assigned service, the advertisement bulletin will show: the designated on and off duty point, turnaround or layover point, days on which the assignment is scheduled to work, assigned reporting time, and train or crew numbers.

**NOTE:** Unless otherwise agreed to by the Local Chairman and the Manager-Labor Relations, the reporting and the relieving point for any assignment will be the same point.

d. An employee who bids for and is awarded another assignment will not be permitted to bid for his former position until it has been filled and again advertised. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.

e. Regular assignments will be readvertised when any of the following permanent changes are made in such assignments:

1. changing the designated on and off duty point, layover or turnaround point, or any train of the assignment.
2. changing advertised starting time or arrival time of the assignment by 30 minutes or more.
3. changing the assigned rest days.

Both regular and extra employees will be notified immediately of their displacement, if practicable, but in no event less than four (4) hours before the reporting time of their assignment. Should an employee be displaced and he or she report for duty without having been notified of the displacement, they will be paid the earnings of the assignment that they were displaced from and be granted immediate displacement rights.

f. An employee who is occupying a regular assignment which is readvertised in accordance with the provisions of this Rule may elect to exercise his Seniority to another assignment within 48 hours after the effective date and time of the change causing the readvertisement. An employee who elects to remain on the assignment must bid for it if he desires to remain after the advertisement is closed and the assignment has been made. If he does not bid for it, and he is not assigned to any other job as the result of that advertisement, he will immediately leave the assignment he has been holding, and will be allowed 48 hours in which to exercise his seniority and may select any job held by a junior man, except the job he has been occupying and on which he did not bid.

g. An employee returning to duty after being absent less than 30 days by reason of sickness, temporary disability, suspension, leave of absence or vacation, will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service. An employee absent because of a reason listed in this paragraph (except vacation) for a period of 30 days or more, upon his return to duty, may exercise his seniority on any assignment. An employee returning to duty after being on vacation for a period of 30 days or more will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service.

h. Assignments will be made to employees in seniority order from written bids submitted to the officer of NJT Rail designated in the advertisement notice prior to the close of an advertisement period. Employees will be given a receipt for bids submitted to the NJT Rail designated official.

i. If a vacancy develops for a Conductor for which no valid applications are received, the junior qualified Conductor working as a Trainman at the location shall be force assigned to fill the vacancy. If a man is not available at the location, the junior qualified Conductor working as a Trainman at the next nearest location shall be force assigned to fill the vacancy. The man so assigned will not be permitted to take temporary vacancies or otherwise vacate the job until such time as displaced by a senior Conductor or if a junior qualified man at the location (or from the assignment from which the vacancy was filled) becomes available, at which time, upon request of the man assigned to the position, he will be released with displacement rights. A passenger Conductor who is force assigned will be permitted to bid for another passenger Conductor assignment, including Conductor extra board assignments.

j. If a permanent vacancy develops for a Trainman for which no valid applications are received, the junior qualified man on the extra list protecting the assignment that failed for bid shall be force assigned to fill the vacancy. The man so assigned will not be permitted to take temporary vacancies or otherwise vacate the job until such time as a junior qualified man on the extra list at the location becomes



available, at which time, upon request of the man assigned to the position, he will be released with displacement rights. A Trainman who is force assigned will be permitted to bid for any passenger Conductor or Trainman assignment, except trainmen extra board assignments.

k. There will be no less than two (2) optional displacements per calendar year which will take place in the Spring and Fall. The Carrier notify the General Chairman of the United Transportation Union at least 30 days in advance of the effective date of the optional displacement. Employees will have at least two (2) weeks notice to apply for the optional displacement through the established bulletins. The optional displacement will be effective at 12:01 A.M. on the designated day.

l. All Conductors and Trainpersons who are entitled to exercise their seniority by displacement must make their displacement at least four (4) hours in advance of the reporting time of the assignment on which they elect to displace. The four (4) hour limit does not apply if the Conductor or Trainperson exercises his/her seniority to an Extra List.

**NOTE: The following clarifies and interprets Rule 16**

*Question 17 If an employee who is displaced due to another employee exercising of displacement rights under Rule 16, what provision governs such employee's subsequent displacement rights?*

*Answer Such an employee who is displaced by another employee exercising displacement rights under Rule 16, would be allowed to exercise displacement rights within 48 hours pursuant to Rule 17(a) and Q&A 46.*

*Question 18 With respect to Rule 16, 17, and 18, when an employee fails to exercise his displacement rights, which extra list would he revert to?*

*Answer The employee would revert to the extra list protecting the assignment from which he is displaced or, if he does not possess sufficient seniority to revert to such extra list, he would revert to the next nearest extra list on which he would have sufficient seniority.*

*Question 19 With respect to Rule 16(f), what happens if an employee is able to but fails to exercise his displacement rights within the prescribed time limits?*

**Answer** *An employee possessing sufficient seniority to hold position on the extra board will revert to the extra board but in the event he reverts to the extra board after the start of the work week he shall not be eligible to receive a guarantee for that work week. If necessary because of the requirements of service, the junior employee shall be removed from the extra board. An employee without sufficient seniority to displace another employee from the extra board will be treated as an employee not possessing sufficient seniority to displace any employee and will be placed in furlough status. This question and answer also would apply to an employee who is displaced due to another employee's exercise of displacement rights under Rule 16. Extra employees cut off extra board during the work week will be allowed extra board guarantee pay for that portion of the work week assigned to the extra board for which he would have been paid had he not been cut off and would have been qualified for pro-rated at one seventh per day of the weekly guaranteed amount.*

**Question 42** *With respect to Rule 16(i) what does "at the location" mean?*

**Answer** *"At the location" for the purposes of this rule means in the Division, for example "in the Hoboken Division" or "in the Newark Division".*

**Question 43** *With respect to Rule 16(j), how will a permanent vacancy for a Trainman for which no valid applications are received be filled?*

**Answer** *The vacancy shall be filled by force assigning the most junior qualified person from the extra list(s) in the applicable Division.*

**Question 47** *What are the time limits for applying for a temporary vacancy?*

**Answer** *No later than four (4) hours prior to the next on-duty time. No earlier than twenty-four (24) hours prior to the next on-duty time. (In the case of an Atlantic City assignment, application may not be later than five (5) hours prior to the next on-duty time.*

**Question 48** *If an extra Conductor/Trainperson applies for a temporary vacancy while on duty, and is displaced from the vacancy before the end of the tour of duty, what time will the extra Conductor/Trainperson mark up to the list?*

**Answer** *The application is void. The extra Conductor/Trainperson will mark up to the extra list at the end of the tour of duty. In the case*

*of an extra Conductor/Trainperson working a continuing outlying point assignment, he/she will retain the outlying point assignment provided that he/she is notified of the displacement while on duty.*

*Question 49 If an extra Conductor/Trainperson working a temporary vacancy by application marks off, when may a junior extra Conductor/Trainperson apply to the same vacancy?*

*Answer The known vacancy rule must be applied before the same vacancy may be taken by a junior extra Conductor/Trainperson. A senior extra Conductor/Trainperson may apply at any time, and displace the junior extra Conductor/Trainperson who marked off.*

*Question 50 If a temporary vacancy has been awarded, and the Conductor/Trainperson is not available to work the assignment (not rested, not qualified, marked off, etc..) when will the extra Conductor/Trainperson working the temporary vacancy by application, be released from the temporary vacancy?*

*Answer As outlined in Q&A 29, the extra Conductor/Trainperson working the temporary vacancy by application, will be released when the incumbent resumes, or when displaced off the temporary vacancy*

*Question 51 An extra Conductor/Trainperson has made application to an extra assignment. The extra assignment is annulled. Must the extra Conductor/Trainperson resume the list?*

*Answer If the extra assignment is annulled for one day, the extra Conductor/Trainperson must resume the list.*

*Question 52 An extra assignment has been called for five work days for the same contractor and same work site. However, it has been ordered with different on-duty times and/or different deadhead trains. Would this be considered the same assignment?*

*Answer No.*

*Question 53 An extra Conductor/Trainperson is ordered to work one day on an outlying point assignment. Information is subsequently received that the assignment needs to be filled on a continuing basis.*

*Will the extra Conductor/Trainperson be order to remain on the assignment. or resume the list at the end of the day's tour of duty?*

*Answer*            *The extra Conductor/Trainperson will resume the list, as the assignment was ordered on a one-day basis.*

*Question*    55    *An extra Conductor/Trainperson was called for, and is working a continuing vacancy having an outlying point sign up. May the extra Conductor/Train person make application to a temporary vacancy?*

*Answer*            *Yes*

*Question*    66    *How will extra list employees, who have taken a hold down on temporary vacancies due to be awarded, be handled?*

*Answer*            *In accordance with Rule 16(b), they will be notified immediately of their displacement, if practicable, - provided the awardee has been notified and confirmed his availability to mark up to the assignment.*

*Should the awardee lay off after initially confirming availability - it will be treated as a new vacancy.*

*When the conditions of Q&A 29 have been met, the extra list employee will be notified, and placed on the list at the time notified - but not earlier than the effective time and date of the award.*

*Question*    67    *In accordance with Rule 16(b), how will employees, available but not responding to notification attempts be handled?*

*Answer*            *Crew Dispatchers will document notification attempts. The last attempt of notification will be made five (5) hours before on duty time. The displaced employee who does not respond to the notification attempts will not be allowed to work the assignment, and will not receive any payment.*

*Question*    68    *How will late bids, or clerical errors affecting awards be handled?*

*Answer.*            *Property receipted bids, completed bid-receipts with company date stamp or official's signature will be honored by the Crew Dispatcher's Office, if through no fault of the employee they arrive at the Crew Dispatcher's Office late. Should the receipted bid or error be found within four hours prior to the reporting time or after the effective time and date of the award, corrections*

*will be made.*

**Question 69** *Under what circumstances will an extra assignment be considered a regular established assignment, and required for advertisement?*

**Answer** *An extra assignment that has been ordered at least five (5) consecutive days within 8 seven (7) day period (beginning with the first day worked) will be advertised on the next regular bulletin.*

**Question 71** *When an employee makes a bump to a temporary vacation vacancy, when will that employee be considered released from that assignment?*

**Answer** *The employee will be released from that assignment at the expiration of the temporary vacancy assignment, including the relief days.*

**Question 72** *An extra employee is working a temporary vacancy with rest days of Saturday and Sunday. Effective Sunday at 12:01 AM, the assignment is awarded. In what manner will the extra list employee be marked up to the board?*

**Answer** *Conditions of Q&A 29 must be met. Therefore, the awardee must be notified and confirm availability. Then extra person will be notified to resume the list. The extra will be placed on the list at the time notified, but not earlier than the effective time and date of the award.*

**Question 83** *When will new assignments, re-advertisements, extra board assignments and vacancies be advertised?*

**Answer** *New assignments subject to re-advertisement, extra board assignments and vacancies which NJT Rail intends to fill will be advertised every Sunday. The advertising period will close 11:59 PM the following Wednesday and the assignments will be made effective 12:01 AM the following Sunday.*

**Question 84** *Pursuant to Rule 16, will the number of vacancies on the Extra List be advertised?*

**Answer** *Yes.*

## **RULE 17 - REDUCING AND INCREASING FORCES**

a. In reducing forces, seniority will govern. Employees affected by a reduction of force or abolishment of positions will be given twenty-four (24) hours advance notice. A copy of such notice will be posted on bulletin boards, with a copy to the Local Chairman.

Employees whose positions are abolished must exercise their seniority rights to displace junior employees within 48 hours after the date of notification of abolishment. Employees displaced must exercise their seniority in the same manner within 48 hours after the date displaced. Employees who are able to but fail to exercise their displacement rights within the prescribed time limit will revert to the extra list. Employees not possessing sufficient seniority to displace any employees will be placed in furlough status and will be so notified.

All Conductors and Trainpersons who are entitled to exercise their seniority by displacement must make their displacement at least four (4) hours in advance of the reporting time of the assignment on which they elect to displace. The four (4) hour limit does not apply if the Conductor or Trainperson exercises his/her seniority to an Extra List.

Employees who have exercised displacement rights under this Rule must meet all the qualifications required of the position to which they have displaced before being permitted to work the assignment.

b. Employees will promptly notify NJT Rail in writing, by certified mail, return receipt requested, of any change of name or address, and provide a copy to the Local Chairman

c. When forces are increased, furloughed employees will be notified by certified mail or telegram, sent to the last address given, and provide a copy to the Local Chairman, and will be required to return to service in seniority order.

d. Furloughed employees who fail to return to service within 15 calendar days after being notified in accordance with paragraph "c" of this Rule will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.

### **NOTE: The following clarifies and interprets Rule 17**

*Question 20 With respect to Rule 17(a), does the 24-hour notice requirement apply to reductions to the extra board?*

*Answer No. No advance notice shall be required when extra board is adjusted by NJTROI.*

*Question 46 May a Conductor/Trainperson who has displacement rights exercise their seniority by selecting a vacant assignment?*

*Answer No. Trainpersons who have displacement rights have 48 hours from the notification of their displacement to exercise their seniority.*

*They may either bump a junior Conductor/Trainperson on a regular assignment; or,*

*Take a temporary assignment known to be vacant more than five (5) days.*

*At the end of seven (7) calendar days from the time of his notification of displacement, the affected Trainperson must be, either on a regular job or on the Extra List, except under the provisions of Q&A 29(c) he must vacate the assignment within five (5) working days.*

*It is further understood that should the Conductor/Trainperson be displaced from the initial temporary assignment he/she may take another temporary assignment until the expiration of the initial seven (7) day calendar period.*

#### **14RULE 18 - ANNULMENT OF ASSIGNMENTS**

a. When it is known that the assignment of a regular assigned employee is to be annulled for one day or longer, the employee will be notified at least three hours in advance of reporting time, and if not so notified, will be paid eight hours at the straight time rate.

When a regular assignment is annulled for one day or more, an employee holding the assignment may elect to remain on it or exercise seniority to another assignment that has not been annulled. If he elects to exercise seniority to another assignment, he must do so within eight hours of the time he is notified of the annulment or completion of his trip or tour of duty preceding the date of annulment.

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14 Modified by Letter N° 2, dated February 15, 1985 and Letter N° 4, dated June 19, 1985.

All Conductors and Trainpersons who are entitled to exercise their seniority by displacement must make their displacement at least four (4) hours in advance of the reporting time of the assignment on which they elect to displace. The four (4) hour limit does not apply if the Conductor or Trainperson exercises his/her seniority to an Extra List.

b. Advance notice before annulling assignments is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, strike or derailment, provided that such conditions result in suspension of NJT Rail's operation in whole or in part. Such emergency annulments will be confined solely to those work locations directly affected by any suspension of operation.

Employees who are affected by an emergency annulment and report for work without having been previously notified not to report, will receive two hours pay at the applicable rate of their positions. If employees work any portion of the day, they will be paid in accordance with Rule 2. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

**NOTE: The following clarifies and interprets Rule 18**

*Question 21 With respect to Rule 18, may an employee elect to exercise seniority when his assignment is annulled for only one day?*

*Answer Yes. It is agreed that the Rule should read for one day or more.*

*Question 51 An extra Conductor/Trainperson has made application to an extra assignment. The extra assignment is annulled. Must the extra Conductor/Trainperson resume the list?*

*Answer If the extra assignment is annulled for one day, the extra Conductor/Trainperson must resume the list.*

**<sup>15</sup>RULE 19 - DEADHEADING**

Except as otherwise provided in this Agreement, deadheading shall be compensated as follows:

a. When deadheading by train, actual time consumed from the home terminal to the on-duty point shall be compensated at the straight time rate.

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<sup>15</sup> Defined by Letter N<sup>o</sup> 22 dated October 24, 1996.



b. If employees elect to use their own personal transportation to deadhead to and from an on-duty point, employees shall be compensated at the straight time rate for time according to the timetable schedule from the employee's home terminal to and from the on-duty point, not to exceed two (2) hours for each trip. In addition, employees who use their own personal transportation to deadhead shall be reimbursed at the mileage rate established from time to time by the Internal Revenue Service for actual miles traveled from their residence, not to exceed timetable distance from their home terminal to the on-duty point.

c. Employees are not entitled to deadhead pay for traveling from one point to another in exercising seniority.

**NOTE: The following clarifies and interprets Rule 19**

*Question 22 If a man is ordered off his regular extra list to cover a job normally covered by the extra list that protects the assignment, is he allowed deadhead time and auto miles?*

*Answer Yes.*

*Question 23B Whenever it becomes necessary to utilize the Atlantic City Extra List to cover vacancies, how will deadhead and expenses be paid?*

*Answer Deadhead and expenses will be paid as follows:*

**Trenton, Long Branch**

*Anyone called off the Atlantic City Extra List to fill vacancies protected by the above lists will be paid three (3) hours in each direction at the applicable pro rata rate of pay for each tour of duty.*

**New York, Hoboken**

*Anyone called off the Atlantic City Extra List to fill vacancies protected by the above lists, will be paid four (4) hours in each direction at the applicable rate of pay for each tour of duty.  
Gas miles will be paid plus any tolls when receipts are submitted for each tour of duty.*

*Question 77 When an employee is called off the Supplemental Extra List, will he be allowed deadhead time, auto miles and tolls?*

*Answer Yes in the same manner as in Q&A 22.*

*Question 78 Will toll receipts be paid?*

*Answer Yes. Whenever it is required by the employee to utilize a toll road to arrive at his assignment and it is submitted in the proper expense report.*

*Question 85 If a man is ordered off his regular extra list to cover a job normally covered by the extra list that protects the assignment, is he allowed deadhead time and auto miles?*

*Answer Yes.*

*Question 86 When a person is called off of vacation or is in a pick position status and performs service covered by the Supplemental Extra List must deadhead be paid and what will be considered the home terminal?*

*Answer Yes, and deadhead shall be based upon the location of the Supplemental Extra List for which the person is called.*

*Question 99 Is a Trainperson, during their probationary period, who is required to travel to outlying points from his/her home terminal entitled to deadhead compensation and gas miles?*

*Answer Yes.*

#### **16RULE 20 - EXTRA BOARD**

a. An employee who is assigned to an extra board who is available for service during an entire weekly period and who does not layoff or miss a call will be guaranteed a money equivalent of forty (40) straight-time hours each weekly period. NJT Rail shall determine the location of and the number of employees assigned to an extra board, but shall consult with the Local Chairmen at their request.

b. Employees on extra lists shall be called first in first out as registered on the extra board and shall be called as nearly as possible four hours before they are required to report for duty. Where local conditions warrant, the Local Chairman or Local Chairmen and the designated NJT Rail official may agree to a different calling

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16 Modified by Memorandums of Understanding, dated October 21, 1988 and July 29, 1998 and by Letter N<sup>o</sup> 4, dated June 19, 1985. Defined by Letter N<sup>o</sup> 22 dated October 24, 1996.

time. Extra Trainmen and Conductors who are first out, available and qualified for the assignment shall be called in turn for service. All extra employees, upon the completion of their tour of duty, must immediately notify the crew dispatcher of their off duty time.

c. Extra employees who do not have sufficient time under the Hours of Service Law to be called for service shall retain their standing on the extra list until they are called for service after their rest.

d. Extra employees who miss a call shall be held off the extra list for 16 hours. At the expiration of the 16 hour period, they shall be marked up on the bottom of the extra list.

e. When an extra list is exhausted, the nearest regular extra list shall be consulted and selection shall be on the same basis as set out in this Rule. An employee at the next regular extra list who misses a call in such a situation shall retain his standing on the extra list and shall not be charged any hours against his guarantee. However, an employee at the next regular extra list shall not refuse to accept such an assignment.

f. Regular assigned employees who desire to be called for service on their rest days must make written application with the crew dispatcher to be marked up on a supplemental extra list and must remain on such list for a minimum period of ninety (90) days.

g. When a supplemental extra list is first established, employees who make written application shall be marked up on the list on the basis of their seniority. Thereafter, employees who make written application for a supplemental extra list shall be marked up on the bottom of such list. Marking up on a supplemental extra list is not an exercise of seniority except for standing as set forth in this Paragraph.

h. Employees shall be called first in, first out from the supplemental extra list when no extra employees are available on any established regular extra list. An employee called in accordance with this paragraph must fulfill the assignment for which he is called. If, in the application of this paragraph, a regularly assigned employee does not have sufficient time to work his regular assignment, there shall be no claim for time lost from his regular assignment. The provisions of Paragraph (d) of this Rule shall be applicable to employees called from the supplemental extra list.

i. Employees assigned to an extra board who are not called in turn will be paid four (4) hours and will retain their place on the extra board.

j. Employees assigned to an extra board who are sent to outlying points will

not be required to remain there longer than seven (7) days at a time. Deadhead pay will be allowed only the first employee for the going trip and to the last employee for returning trip for each seven (7) day period of the vacancy. Employees who elect to use their own automobile to travel to outlying points will be reimbursed for daily travel at the mileage rate established from time to time by the Internal Revenue Service for actual miles traveled, but in no event shall miles traveled exceed the miles between the outlying point and the employee's designated on and off duty point.

k. Assignments known to be vacant for more than five (5) days may be taken and filled on the first day or thereafter by the senior employee making application in writing. Such employee shall not be eligible for deadhead payment or any other reimbursement for travel for such assignment.

l. Crew boards will be maintained in the same location and the same manner as maintained effective December 31, 1982.

m. All Conductors and Trainpersons who are entitled to exercise their seniority by displacement must make their displacement at least four (4) hours in advance of the reporting time of the assignment on which they elect to displace. The four (4) hour limit does not apply if the Conductor or Trainperson exercises his/her seniority to an Extra List.

n. Rest days: Fourteen point three (14.3) percent of the employees actually working on an extra list (with a minimum of one) will be permitted to mark off for one day on any given day in a work week. An employee actually working on the extra list will only be allowed to exercise this right to mark off once during the work week (Monday - Sunday). This rule will become effective March 1, 1989 or earlier if practicable.

**NOTE: The following clarifies and interprets Rule 20**

*Question 14 Does holiday pay affect an employee's weekly guarantee?*

*Answer Yes. Payments made for holidays are applied towards an employee's weekly guarantee.*

*Question 23A Under Rule 20, paragraph (e) how is the nearest extra list be determined?*

*From the New York Extra List*

- 1. Trenton*
- 2. Long Branch*
- 3. Atlantic City*

*From the Trenton Extra List*

- 1. New York*
- 2. Long Branch*
- 3. Atlantic City*

*From the Long Branch  
Extra Board  
1. New York  
2. Trenton  
3. Atlantic City*

*From the Atlantic City  
Extra Board  
1. Trenton  
2. Long Branch  
3. New York*

*Question 24 With respect to Rule 20, when an employee who is called from the supplemental extra list must deadhead, what is considered his/hers home terminal?*

*Answer An employee marked up on a supplemental extra list assumes the home terminal status where it is established.*

*Question 25 With respect to Rule 20, when is an extra list considered exhausted?*

*Answer An extra list would be considered exhausted and the nearest regular extra list shall be consulted when there are no employees available on the list who have sufficient rest under the Hours of Service Law*

*Question 26 With respect to Rule 20, Extra Board, how is an extra employee's guarantee affected when he lays off or misses a call?*

*Answer An employee assigned to an extra board who lays off or misses a call will have his/her weekly guarantee reduced by the earnings he/she would have been paid for the assignment including all arbitraries, he/she was called for, or would have been called for, but did not work.*

*Question 27 Does Rule 20(i) apply to employees assigned to the supplemental extra list as well as the regular extra list?*

*Answer YES.*

*Question 28 Does paragraph (k) of Rule 20, Extra Board, apply to both regular employees and extra employees who make application for assignments known to be vacant for more than five days?*

*Answer NO. This rule applies to extra employees only.*

*Question 29 When an employee applies for and is awarded an assignment known to be vacant for more than five days pursuant to*

*paragraph (k) of Rule 20, Extra Board, how long must the employee remain on the vacancy?*

*Answer*

*The following paragraphs are intended to clarify the specific operation of Rule 20(k):*

- (a) An employee awarded a vacancy under paragraph (k) must remain on the vacancy until (i) the regular employee returns to the position, (ii) the employee is displaced by a senior extra employee, or (iii) the vacancy is advertised, awarded and covered in accordance with Rule 16(b)*
- (b) An employee awarded a temporary vacancy pursuant to paragraph (k) of Rule 20 will not be permitted to displace to or make application for another temporary vacancy.*
- (c) An employee awarded a temporary vacancy pursuant to paragraph (k) of Rule 20 who bids for and is awarded a permanent assignment pursuant to Rule 16 must vacate the vacancy within five (5) calendar days and work the permanent assignment. Employees must notify the crew caller not less than four hours in advance of the reporting time of the assignment.*

*Question 30 Under paragraph (L)-Rule 20, in what way are the crew boards to be maintained the same as of December 31, 1982?*

*Answer*

*Crew boards mean the type of system used as of December 31, 1983 such as the block system used in Hoboken or the posting of boards used at other locations, or an electronic Computerized Assisted Crew Dispatching System.*

*This rule has no bearing on the location and maintenance of extra lists.*

*Question 40 With respect to the provisions of Rule 20(i), when an extra or regular assigned employee is allowed to take a personal holiday, does the employee have to report back on the extra board?*

*Answer*

*No. The crew caller will place the employee on the extra board 24 hours subsequent to mark off time. A regular employee would resume his regular scheduled assignment the following day.*

**Question 41** *Are extra or regular assigned employees required to notify the Crew Caller after completion of an assigned vacation period to resume their assignment?*

**Answer** *No, they will be automatically marked up. However, if they are unable to cover their assignment upon returning from vacation they must call the crew caller's office to inform them and this will be considered a new vacancy.*

**Question 52** *An extra assignment has been called for five work days for the same contractor and same work site. However, it has been ordered with different on-duty times and/or different deadhead trains. Would this be considered the same assignment?*

**Answer** *No.*

**Question 56** *An extra Conductor/Trainperson has been called for and is working a continuing vacancy having an outlying point sign up. In what manner will the extra Conductor/Trainperson resume the list?*

**Answer** *The extra Conductor/Trainperson will resume the list upon break in continuity, such as a rest day. He/she will be marked up to the list effective with the off duty time of the last tour of duty.*

*If an extra Conductor/Trainperson makes application to the temporary vacancy, the extra Conductor/Trainperson, called for and working the continuing vacancy, will be notified to resume the list effective with the off duty time of the last tour of duty.*

**Question 57** *An extra Conductor/Trainperson is called for an assignment, Book of Rules class, instruction or examination, and is released prior to eight (8) hours on duty. At what time will the extra Conductor/Trainperson resume the list?*

**Answer** *The off duty time applies.*

**Question 58** *If use off the supplemental list will cause a Conductor/Trainperson insufficient rest for their assignment, may he/she refuse the call? May the Carrier consider the Conductor/Trainperson unavailable?*

**Answer** *The Conductor/Trainperson must accept the call or be dropped.*

*The Carrier is obligated to call the Conductor/Trainperson.*

**Question 59** *A Conductor/Trainperson is called from the supplemental list, but does not answer the phone. Will he/she retain their standing, or be dropped?*

**Answer** *The Conductor/Trainperson will be dropped in accordance with Rule 20 (d). Moreover, if the Conductor/Trainperson misses three consecutive calls, they will be removed from the supplemental list for 90 days and must make written application to resume the list.*

**Question 60** *May a Conductor/Trainperson make application to more than one supplemental list?*

**Answer** *No.*

**Question 61** *Is a Conductor/Trainperson considered available to be called from the supplemental list, even though he/she is observing vacation or personal-leave day?*

**Answer** *No.*

**Question 62** *How will the maximum number of employees be calculated as it relates to the fourteen point three (14.3%) percent of the employees actually working on the Extra List (with a minimum of one) being permitted to mark off for one day on any given day in any work week?*

**Answer** *Each list will be calculated separately. The 14.3% will be applied to those actually working on the extra list not those working on a temporary vacancy. If the calculation results in a fraction of .1 or above, the number allowed will be rolled up to the next whole number e.g. the list is 16 the fraction is 2.3, therefore the number of persons eligible to take an optional day would be 3.*

**Question 70** *Per Rule 20(b): "All extra employees upon the completion of their tour of duty must immediately notify the Crew Dispatcher of their off duty time". If the extra employee fails to comply, how will he/she be marked up to the list?*

**Answer** *All extra employees following the completion of their tour of duty will be automatically marked up through the electronic CACD*



*System. They will not be required to call the Crew Dispatcher to inform them to mark up and they will be placed on the list as of the completion of their assignment.*

*Question 72 An extra employee is working a temporary vacancy with rest days of Saturday and Sunday. Effective Sunday at 12:01 AM, the assignment is awarded. In what manner will the extra list employee be marked up to the board?*

*Answer Conditions of Q&A 29 must be met. Therefore, the awardee must be notified and confirm availability. Then extra person will be notified to resume the list. The extra will be placed on the list at the time notified, but not earlier than the effective time and date of the award.*

*Question 73A Rule 20(d) - provides for extra employees who miss a call to be held off the list for 16 hours. During that period will the extra employee be allowed any privileges of the list, such as application to temporary vacancy or optional day?*

*Answer No. They will not be allowed any privileges of the list until the expiration of 16 hours from the time called.*

*Question 73B Rule 20(d) - provides for extra employees who miss a call to be held off the list for 16 hours. How will it be determined when an extra employee misses a call?*

*Answer When an employee's primary telephone number is not answered upon a proper call from the Crew Caller's office, they will be dropped immediately. If the employee's primary telephone number is an answering machine and/or beeper, the employee will be dropped if he/she does not respond within 5 minutes of the call.*

*Question 74 Is it agreed that calling time begins four (4) hours and fifteen (15) minutes prior to the assignment's on-duty time, and will end three (3) hours forty-five (45) minutes prior to on-duty time?*

*Answer Yes.*

*Question 75 May an employee make application for temporary vacancy, and lay off to qualify for that temporary vacancy?*

*Answer No, an extra employee must be qualified to mark up and work the assignment.*

**Question 94** *How will Trainpersons called for the Atlantic City Extra List be called?*

**Answer** *Extra crews called off the Atlantic City Extra Lists will be called at least four (4) hours in advance of the on duty time.*

*Conductors/Trainpersons who wish to mark off from an assignment must do so at least five (5) hours in advance of starting time for their assignment.*

*Conductors/Trainpersons resuming after having been off must report back on at least five (5) hours in advance of starting time for their assignment.*

*Extra men called off any other lists will be called at least four (4) hours before starting time.*

**Question 102** *In regards to Rule 20 PAR B - When the Crew Caller calls an employee for a job, what information is the Caller required to give the employee who is called?*

**Answer** *The Caller will give the following information:*

- (1) The assignment i.e number or symbol*
- (2) The reporting time.*
- (3) The terminal to which the employee is to report to*
- (4) The type of service that will be worked, i.e.. a) passenger service, b) extra service, c) pilotconductor, d) flagman for contractor, etc.*
- (5) All the trains to be worked on a regular or extra passenger assignment, or employees may be called to stand by.*

**Question 107** *Is an Extra List Assistant Conductor who is force assigned to a vacancy 12:01 a.m. Sunday, eligible for a weekly guarantee as provided by Rule 20 if he/she returns to the Extra List as a result of being displaced by a senior employee?*

**Answer:** *Yes, an Assistant Conductor would be entitled to a guarantee provided the employee does the following:*

- (1) Immediately marks up on the Extra Board after being notified of their displacement,*
- (2) Makes themselves available for call for the remainder of*

*the work week (extra board).*

- (3) *Does not take an optional day for the remainder of the workweek,*
- (4) *Otherwise fulfills all conditions within Rule 20.*

*Letter 21 May NJTRO establish Utility Lists to protect all other passenger service?*

*Answer Yes, NJTRO may establish Conductor and Asst. Conductor Utility Lists. Such Conductors and Asst. Conductors must also be available for an accept calls for passenger service if the passenger lists are exhausted. Passenger Service Lists must also be available for and accept calls for Other Than Passenger Service Lists whenever the Utility Lists are exhausted.*

### **RULE 21- DEFERRED STARTING TIME**

Where employees normally report for duty without being called, and it is desired on any day to defer the reporting time, at least three hours advance notice will be given before the usual reporting time of the assignment. The advance notice will specify the new reporting time, and the employees' trip or tour of duty will not begin until that time. If not so notified, the reporting time will be as provided in the assignment. An employee may have his starting time deferred only once for each trip or tour of duty.

### **12RULE 22- REPORTING OFF DUTY WITH PERMISSION**

a. Extra employees must request permission to be absent from duty prior to the time they are called and regularly assigned employees must request permission to be absent from duty prior to the established calling time for their assignment.

b. Employees who have been authorized permission by NJT Rail to be absent from duty will be marked up for duty at the time they notify the crew dispatcher. A regularly assigned employee who has had permission to be absent from duty will be required to mark up for his regular assignment not less than five hours in advance of his reporting time.

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17 Modified by Memorandum of Understanding, dated July 29, 1998.

**NOTE: The following clarifies and interprets Rule 22**

**Question 22** *To whom must regular and extra employees request permission to be absent from duty?*

**Answer** *Regular and extra employees should address requests for permission to be absent from duty to the appropriate crew caller who abides by instructions from higher authority.*

**Question 23** *With respect to Rule 22, Reporting Off Duty with permission, is there a minimum amount of time extra employees who are granted permission by NJT Rail to be absent from duty must remain off the extra board?*

**Answer** *Yes. Extra employees granted permission to be absent from duty must remain off the extra board for a minimum of 24 hours.*

**RULE 23 - CALLS**

a. Employees called, or required to report without being called, and released without having performed service will be paid for actual time held with a minimum of four hours at the straight time rate and, in the case of extra employees, will remain first out on the extra board; if held over two hours and released without having performed service, they will be paid eight hours at the straight time rate and, in the case of extra employees, will be placed at the bottom of the extra board.

b. An employee shall not be entitled to the compensation provided in this Rule if he is notified after having been called, but before leaving his calling place, that his call has been canceled.

c. Employees who are called in an emergency situation after having already performed compensated service on the day involved will be paid for actual time worked at the time and one half rate with a minimum of two hours.

**NOTE:** The term emergency as used in this paragraph is defined as a situation that:

- (i) Involves or may cause delay to traffic because all tracks are blocked.
- (ii) Involves delay to a passenger train or trains.
- (iii) Involves violation of laws or local ordinances.
- (iv) Involves injury to person requiring prompt treatment or removal to hospital.

**NOTE: The following clarifies and interprets Rule 23**

**Question 33A** *With respect to Rule 23, Calls, under what circumstances would an employee called in an emergency situation be paid for actual time worked at the time and one-half rate with a minimum of two hours?*

**Answer** *An employee would be paid for actual time worked at the time and one-half rate within a minimum of two hours when called in an emergency situation after having earned compensation for the entire day or after completion of running the last train of his assignment. An employee who is taken from his/her regular assignment and used on another assignment at any time prior to the completion of duty for the last train of his assignment would be considered to continue on duty and be paid pursuant to Rules 2 and 3.*

**Question 33B** *Would the provisions of Rule 23C apply whenever a person is required to submit to random and/or mandatory drug testing after completion of running the last train of their assignment?*

**Answer** *An employee would be paid for actual time worked at the time and one-half rate with a minimum of two hours when called for random and/or mandatory drug testing after having earned compensation for the entire day or after completion of running the last train of his assignment.*

**Question 76** *An Extra employee is ordered to report to work an extra assignment, upon reporting he is held for three (3) hours but did not perform any work. At the end of the three (3) hours he is released. Per the rules he is paid eight (8) hours and marked up to the bottom of the list.*

**Question 101** *How will employees who are called and used to perform services in advance of their regular assignment and then revert to their regular assignment be compensated?*

**Answer** *Those employees shall be paid 8 hours straight time compensation pursuant to the provisions SBA 952 Award number 13.*

*Question 103 When an employee is called as soon as possible to perform service for the Carrier, when will the employee begin to be compensated?*

*Answer The employee's compensation will begin upon signing up in the respective sign up locations throughout NJ TRANSIT.*

#### **18RULE 24 - NOT USED ON REGULAR ASSIGNMENT**

Conductors and Trainmen working regular assignments will not be used on any other assignment than their own except in a case of emergency. The term "emergency" as used in this rule is defined as:

- (i) When a Conductor is needed and none of the assigned extra Conductors are available, the junior Conductor working as a Trainman on the train will be used.
- (ii) When there is no Conductor working on the train as a Trainman, the junior Conductor working as a Trainman at the terminal will be used.
- (iii) When a Rear Brakeman is needed and none of the assigned extra Rear Brakemen are available, the junior Rear Brakeman working as a Head Brakeman/Ticket Collector at the terminal will be used.
- (iiii) Employees who are used on assignments other than their own will be called by the Crew Dispatcher in the normal calling time. Should the emergency occur after normal calling time, the employee so used will be notified when they report for their regular assignment.

If an employee is taken from his regular assignment and used on another assignment, he will be paid the amount of his regular assignment or the amount of the assignment to which he is moved, whichever is greater.

#### **19RULE 25 - HOURS OF SERVICE**

Rest periods shall be regulated in accordance with the Federal Hours of Service Law.

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18 Modified by Memorandum of Understanding, dated October 21, 1988.

19 Modified by Memorandum of Understanding, dated October 21, 1988.

When a Conductor or Trainman is unable to work their assignment due to not having sufficient rest under the Hours of Service Act, they will be paid one basic day's pay. Additionally, such Conductors or Trainmen may make themselves available for duty. In these circumstances, the earnings of the assignment worked, and not the basic day would be paid.

**NOTE: The following clarifies and interprets Rule 25**

*Question 76 An Extra employee is ordered to report to work an extra assignment, upon reporting he is held for three (3) hours but did not perform any work. At the end of the three (3) hours he is released. Per the rules he is paid eight (8) hours and marked up to the bottom of the list.*

*Is he considered available (rested) and in line to be called for the next assignment, or must he take 8 hours rest?*

*Answer The employee must take any job for which he is rested.*

**RULE 26 - SHORTAGE ADJUSTMENT**

When an employee's actual earnings are short one day or more, adjustment will be made and the Employee will be paid upon request.

**RULE 27 - STARTING TIMES**

a. Regularly assigned employees engaged in switching and classification service will each have a fixed starting time which will not be changed without at least 48 hours advance notice.

b. Where three eight-hour shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be between 6:00 a.m. and 10:00 a.m., the second shift, 2:00 p.m. and 6:00 p.m., and the third shift, 10:00 p.m. and 2:00 a.m.

c. Where two shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be during any one of the periods named in paragraph "b."

d. Where two shifts are not worked in continuous service, the time for an assignment on the first shift to begin work will be between the hours of 6:00 a.m. and 11:00 a.m., and on the second shift, not later than 2:00 a.m.

e. At points where there is only one regular yard assignment, the assignment may be started at any time subject to paragraph "a."

f. Where an independent assignment is worked regularly, the assignment may be started during one of the periods provided for in paragraph "b" or "d."

g. An extra yard assignment may be started at any time provided for in paragraphs "b" or "d".

h. If an employee is started at a time other than provided for in paragraph "b" or "d," he will be paid from the last permissible starting time until released from duty.

### **RULE 28 - MEAL PERIOD**

a. Employees working in switching and classifications service will be allowed 20 minutes for lunch without deduction in pay. The lunch period must be given and completed within four and one-half and six hours after starting work. In the event conditions do not allow the lunch period to be taken between four and one-half and six hours after starting work, the employees will be paid an additional 30 minutes at the straight-time rate and will be allowed a 20 minute lunch period as soon as conditions permit.

b. Employees in work and construction service will be allowed 20 minutes for lunch without deduction in pay. The lunch period must be given and completed within four and seven hours after starting work. In the event conditions do not allow the lunch period to be taken during this time period, employees will be paid and allowed a lunch as provided in paragraph "a" of this Rule.

c. Employees in wreck and snow plow service will be given a reasonable time to eat during their trip or tour of duty.

### **NOTE: The following clarifies and interprets Rule 28**

**Question 44** *What shall constitute proof that conditions did not allow a lunch period to be taken by a non passenger service employee?*

**Answer** *A notation in the dispatchers's log that time off for lunch was refused and/or the signature of a transportation official shall constitute the necessary proof.*



## **RULE 29 - EXAMINATIONS**

a. Employees shall be required to take and pass examinations connected with their duties. Such examinations may be written or oral and include promotion examinations, physical examinations, territorial qualification examinations, and service examinations (on the Operating Rules, Safety Rules, and air brake and other equipment rules).

b. To the extent practicable, NJT Rail shall schedule required examinations other than physical examinations so that employees may arrange to take them without loss of time. Unless otherwise specified by NJT Rail, employees shall arrange to schedule their own physical examinations.

c. Subject to the exceptions listed below for which no compensation will be paid, an employee required to attend an examination shall be compensated for actual time consumed in such examination, with a minimum of eight hours. If required to lose time, employees will be paid an amount not less than they would have earned on the assignment they would have worked while attending such examination.

- (i) Examinations during the first year of employment.
- (ii) Promotion examinations.
- (iii) Physical examinations, including vision and hearing examinations.

d. When it is obvious that an employee is medically (physically or mentally) impaired in a way that affects his service, NJT Rail may hold that employee out of service pending the outcome of a medical examination. Employees held out of service by NJT Rail because they are medically unable to perform service may have an examination by a doctor of their own choosing without expense to NJT Rail. In case of disagreement on the employee's fitness to work, the two doctors will select a third doctor, who is a specialist in the medical area involved, and the decision of the majority of the three as to the employee's fitness will be final. The expense of the third doctor will be shared equally by the parties. If it is determined that the employee's condition does not warrant being held out of service, such employee will be returned to service, and if it is determined that the employee was medically fit to perform service at the time he was held out of service, the employee will be paid for all time lost.

e. An employee who has accepted medical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his medical condition as evidenced by a report of his personal physician, request a reexamination. There will be no claim for time lost in such case, unless NJT

Rail refuses to grant the reexamination or there is unreasonable delay in applying the terms of this paragraph.

f. Where an indoor test discloses a deficiency of vision, color perception, or hearing, the employee will, on request, be granted a field test, the result of which will determine his physical qualification for service. In case of a failure to pass a vision test when examined without corrective lenses, the employee will be given the opportunity for a reexamination with corrective lenses.

**NOTE: The following clarifies and interprets Rule 29**

*Question 34 With respect to Rule 29, Examinations, will employees of NJT Rail be paid for examinations required to operate over the property of another railroad?*

*Answer Yes, employees will be compensated as provided in Rule 29 so long as other railroads and NJT Rail require the employees to take such examinations in order to operate over the territory of their assignment.*

*Question 95 How will Trainpersons who hold Atlantic City assignments who are required to attend any Book of Rules Classes, Training Classes, etc., that are held outside of Atlantic City be paid?*

*Answer Conductors/Trainpersons who are required to attend any Book of Rules classes, Training Classes, etc., that are held outside of Atlantic City will be paid the earnings of their assignment or the assignment for which they stood, if no time is lost they will be paid a minimum day. They will also be paid the deadhead allowance and car miles as specified in this agreement.*

*UTU Representatives representing UTU members at hearing or investigations held in Atlantic City will be paid the earnings of their assignment or the assignment for which they stood, if no time is lost they will be paid a minimum day. They will also be paid the deadhead allowance and car miles as specified in this agreement.*

## **RULE 30 - QUALIFYING ON PHYSICAL CHARACTERISTICS**

a. When a Conductor exercises seniority to an employee assignment which requires him to operate over territory in which he has not been qualified on the physical characteristics, he shall become qualified for service over such territory without expense to NJT Rail.

b. When a Conductor with a seniority date prior to January 1, 1983 is force assigned to an assignment for which no bids were received or is set up on an extra list which requires him to operate over territory in which he has not been qualified on the physical characteristics, he shall become qualified for service over such territory and shall be compensated in accordance with Paragraphs "c" and "d" of this Rule. If the Conductor either exercises his seniority or is displaced during the qualification period, he or she must complete the qualifying process.

c. For each day engaged in qualifying pursuant to Paragraph "b" employees shall be paid eight hours at the straight time rate.

d. The maximum number of days an employee engaged in qualifying pursuant to Paragraph "b" may be compensated for while training to become qualified on a specific territory shall be determined by the mutual agreement of the Superintendent and the Local Chairmen. Any time necessary to qualify in excess of the time designated shall be at no expense to NJT Rail.

e. Before performing service on an assignment which requires him to operate over territory in which he has not been qualified, a Conductor shall be required, without compensation, except as otherwise provided in this Rule, to pass an examination on the Physical characteristics of the territory involved. Conductors who are not examined on the physical characteristics within 72 hours after signifying they are ready for such examination shall be paid eight hours at the straight time rate of pay applicable to the class of service to which they are assigned or the earnings of the assignment they would have worked for the dates their assignment is operated without them, whichever is greater. When held off an extra list, they shall be paid eight hours at the straight time basic rate of pay applicable to the preponderant class of service covered by that extra list for each calendar day they are withheld from the list and on which they do not perform service. Payment under this Paragraph (e) shall cease if, when examined, the employee fails to qualify.

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20 Modified by Memorandum of Understanding, dated July 29, 1998.

f. A Conductor shall not be permitted to mark up on a Conductor's extra list until he is qualified on the physical characteristics of all the territory accruing to that extra list.

g. It is the responsibility of the employee to maintain his qualifications on the physical characteristics and payment under this Rule shall not be allowed an employee whose qualification on the physical characteristics has lapsed.

### **RULE - 31 ELECTRIC LANTERNS**

a. Each employee must provide himself with an electric lantern to be used in NJT Rail service. The lantern, bulbs and batteries must be of a standard prescribed by NJT Rail on the effective date of this Agreement. The lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

b. Employees may purchase an electric lantern at cost from NJT Rail by cash or payroll deduction.

c. Lanterns purchased from NJT Rail will be replaced without cost when (1) they are worn out or damaged in the performance of railroad service upon return of the lantern; (2) when the lantern is stolen while the employee is on duty, provided there was no neglect of care; or (3) when the lantern is destroyed during the employee's performance of duty.

d. NJT Rail will maintain a supply of replacement batteries and bulbs at convenient locations to be issued to employees without cost.

### **RULE 32 - SELF-PROPELLED MACHINES**

a. The following will govern the manning by employees of self-propelled vehicles or machines used in maintenance, repair, construction or inspection work:

1. A Conductor will be employed on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

**NOTE 1:** Self-propelled machines for the purpose of this Rule means such equipment operated on rails.

**NOTE 2:** Drawbar means a device capable of being used in moving standard freight cars.

**NOTE 3:** "Train orders" is used in the vernacular of employees as defined in the Operating Book of Rules.

b. A Conductor will be employed on-rail self-propelled vehicles or machines operating within terminal limits, except on main lines, provided such machines have sufficient power to move freight cars and, if more than two cars are handled at any one time, a Trainman will also be employed. This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth. In confined areas where NJT Rail determines that one employee is required, the Conductor rate of pay will apply.

#### **41RULE 33 - TERMINALS**

a. "Terminal" means a location where one or more crews go on and/or off duty as of January 1, 1983 (see Appendix No. 2). Additional terminals may be established by NJT Rail with fifteen (15) days prior notification to the Local Chairmen.

b. Lockers, toilet and lavatory facilities will be provided and maintained at terminals. Where practicable, suitable parking facilities will be provided at designated on duty points.

#### **RULE 34 - ATTENDING COURT OR INQUEST**

a. Regular employees attending court or inquest or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of NJT Rail at the direction of a proper officer of NJT Rail will be paid for the time actually lost on their assignments each day. Necessary expenses, including travel expenses, will be paid when away from home.

b. An extra employee attending court or inquest, or giving a deposition or stenographic statement in connection with other legal proceedings as a witness on behalf of NJT Rail at the direction of a proper officer of NJT Rail will be paid for each day the amount he would have earned and placed in the same relative standing had he been called in his turn from the extra board. Necessary expenses, including travel expenses, will be paid when away from home.

c. Employees attending court or inquest as a witness on behalf of NJT Rail or giving a deposition or stenographic statement in connection with other legal

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21 Modified by Letter N<sup>o</sup> 6, referencing Trenton Station.

proceedings at the direction of a proper officer of NJT Rail, when no time is lost, will be paid eight hours at the straight time rate each day at the rate of the last service worked. Necessary expenses, including travel expenses, will be paid when away from home, and extra employees will hold their same relative standing on the crew board.

d. No deadhead payment will be made to employees for any traveling necessary to their attendance at court or inquest.

e. Witness fees and mileage allowance will be remitted to NJT Rail.

### **RULE 35 - BEREAVEMENT LEAVE**

Bereavement leave will be allowed in case of the death of an employee's brother, sister, parent, child, spouse or spouses's parent, not in excess of three calendar days following the date of death. In such cases, eight hours pay at the straight time rate will be allowed for each work day lost during bereavement leave. Employees involved will make provision for taking leave with their supervisor in the usual manner. Agreed to question and answers to the National Agreements where applicable are by reference thereto incorporated herein.

#### **NOTE: The following clarifies and interprets Rule 35**

*Question 35 Will an extra employee be allowed bereavement leave for any days in the week?*

*Answer Extra employees are entitled to bereavement leave, to the same extent as regular employees, and in accordance with the terms of the Agreed to Questions and Answers to the National Agreement as set forth below.*

- (a) Three consecutive calendar days, commencing the day of death, when the death occurs prior to the time an employee is scheduled to report for duty.*
- (b) Three consecutive calendar days ending the day of the funeral service; or*
- (c) Three consecutive calendar days ending the day following the funeral service.*

### **RULE 36 - JURY DUTY**

When employees are summoned for jury duty and are required to lose time from their assignments, they will be paid for actual time lost with a maximum of eight

hours pay for each calendar day lost.- From this amount will be deducted the amount allowed for jury service for each such day, except allowances paid by the court for meals, lodging or transportation. These payments are subject to the following requirements and limitations:

1. An employee must furnish NJT Rail with a statement from the court of jury allowances paid and the days on which jury duty was performed.
2. The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year, except days paid for jury duty service in the State of New Jersey will be governed by N.J.S.A. 2A:69-5.
3. No jury duty pay will be allowed for any day the employee is entitled to vacation.

Agreed to questions and answers to the National Agreements where applicable are by reference thereto incorporated herein.

**NOTE: The following clarifies and interprets Rule 36**

*Question 36 With respect to Rule 36, Jury duty, what is meant by the phrase in paragraph (3) "entitled to vacation"?*

*Answer Employees would not receive jury duty pay on any days in which the employee is assigned and is required to take his vacation.*

**RULE 37 - LEAVE OF ABSENCE**

a. Employees will be allowed up to 30 days off duty upon receipt of permission from the proper official of NJT Rail. Employees must request written leave of absence when they are to be off duty for more than 30 consecutive days.

b. A written leave of absence without impairment of seniority will be granted upon request to an employee for the following reasons:

1. To accept an official position with NJT Rail, another railroad company, or a national railroad agency.
2. To perform union committee work or to accept a full-time union position.

3. To accept an elective or appointive public office for which a competitive examination is not required.
4. To accept an appointive public office for which a competitive examination is required if such public office is related to railroad work.

c. An employee granted a leave of absence in accordance with paragraph "b 1" or "2" will be granted that leave of absence for the duration of the assignment.

d. Upon request, an employee will be granted a written leave of absence to perform military service in accordance with current applicable reemployment statutes.

e. A request for a leave of absence for reasons other than those outlined in paragraphs "b" and "d" will be considered only when the requirements of the service permit. If a request for a leave of absence is denied, the General Chairman will, upon request, be advised of the reason for denial.

f. A request for a leave of absence or for an extension must be made in writing to the highest appeals officer of NJT Rail, with a copy to the General Chairman.

g. Except as set forth in paragraphs "c" and "d", no leave of absence or extension thereof will exceed one year.

h. An employee who fails to report for duty within fifteen (15) days after the expiration of an authorized leave of absence or an extension thereof will have his seniority terminated and record closed. An employee whose seniority has been terminated may, through his General Chairman, appeal such termination to the highest appeals officer within 30 days of the notice of termination.

i. An employee granted a leave of absence under paragraph "b 1" or "2" will be required to return to duty in the craft within 60 days after being relieved of his assignment, or he will be subject to conditions set forth in paragraph "h."

j. An employee who absents himself without a written authorized leave of absence as provided in this Rule will have his seniority terminated.

k. A leave of absence is not required when an employee is unable to perform service for NJT Rail due to a bona fide sickness or injury.



1. An employee absent in accordance with paragraph "a" who engages in other employment will forfeit all of his seniority under this Agreement.

**NOTE: The following clarifies and interprets Rule 37**

*Question 45 With respect to rule 37(b.1) are Yardmaster and Train Dispatcher considered official positions with NJT Rail?*

*Answer Yes. These positions will be considered official positions for the purposes of this rule. However, employees accepting such positions shall not be allowed to exercise seniority unless furloughed, disqualified, restricted, resigning, or dismissed from such official position.*

**RULE 38 - COMPULSORY RETIREMENT**

Retirement will be compulsory at the end of the month in which an employee reaches 70 years of age.

**RULE 39 - APPROVAL OF APPLICATION**

a. Applications of new employees will be approved or disapproved within 90 days after the successful completion of the Assistant Conductor's Training Program, which is when the new employee qualifies as a passenger or other than passenger flagman.

b. In the event it is discovered within the first year of employment that applicants gave materially false information, the 90-day time limit will not apply, and the employee may be terminated without an investigation. If such information is discovered after the first year of employment, the employee will be entitled to a hearing under the discipline rule. Giving materially false information on applications will be grounds for termination.

**NOTE: The following clarifies and interprets Rule 39**

*Question 37 With respect to Rule 39, Approval of Application, what is meant by giving materially false information?*

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22 Modified by Memorandum of Understanding, dated July 29, 1998.

*Answer*

*False information given to gain employment that otherwise, if known in advance, could have resulted in the employee not being hired.*

#### **RULE 40 - UNION SHOP**

a. Subject to the terms and conditions below, all trainmen and conductors shall, as a condition of their continued employment hold or acquire union membership in the United Transportation Union (the "reunion").

b. Employees shall join the Union within 60 calendar days of the date on which they complete 30 days of compensated service as Trainmen or Conductors within 12 consecutive calendar months, and shall retain such membership during the time they are employed as such, except as otherwise provided herein.

c. Employees who retain seniority under the rules and working conditions agreement, between the parties hereto, governing their classes or crafts and who are assigned or transferred for a period of thirty (30) calendar days or more to employment not covered by such agreement, or who are on leave of absence for a period of thirty (30) calendar days or more, will not be required to maintain membership as provided in this agreement so long as they remain in such other employment, or on such leave of absence, but they may do so at their option. If and when such employees return to any service covered by the said rules and working conditions agreement, they shall, as a condition of their continued employment subject to such agreement, comply with the provisions of this agreement within thirty (30) calendar days of such return to service.

d. Nothing herein shall require a Trainmen or Conductor to become or remain a member of the United Transportation Union if membership is not available to him upon the same terms and conditions as apply to any other member, or if his membership is denied or terminated for any reason other than his failure to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees and assessments referred to herein mean indebtedness accruing for these items.

e. The United Transportation Union shall keep account of employees and shall independently ascertain whether they comply with union membership requirements.

f. The General Chairman of the United Transportation Union shall notify the appropriate Labor Relations Officer in writing of any employee whose employment he requests be terminated because of his failure to comply with union membership requirements. Upon receipt of such notice and request, NJT Rail shall, as promptly as possible but within ten calendar days of such receipt, notify the employee concerned in writing by registered or certified mail, return receipt requested, sent to his last known address, or sent by receipted personal delivery, that he is charged with failure to comply with the union membership requirements. A copy of the notice shall be given to the General Chairman. Any employee so notified who disputes the charge that he has failed to comply with union membership requirements shall, within ten calendar days from the date of such notice, request NJT Rail in writing to accord him a formal hearing. Such a request shall be honored by NJT Rail and a date set for the formal hearing as soon as possible, but within ten calendar days of the date of the receipt of the request. A copy of the notice of such formal hearing shall be given to the General Chairman. The receipt by NJT Rail of a request for a hearing shall stay action on the request by the General Chairman for termination of the employee's employment until the formal hearing is held and the final decision is rendered. If the employee concerned fails to request a formal hearing as provided for herein, NJT Rail shall proceed to terminate his employment at the end of 30 calendar days from receipt of the request from the General Chairman unless NJT Rail and the United Transportation Union agree otherwise in writing.

g. NJT Rail shall determine on the basis of evidence produced at the formal hearing whether or not the employee has complied with the union membership requirements, and shall render a decision accordingly. Such a decision shall be rendered within ten calendar days of the hearing date and the employee and the General Chairman shall be promptly notified. A transcript of the hearing shall be furnished to the General Chairman. If the decision is that the employee has not complied with union membership requirements, his employment as a Trainman and Conductor shall be terminated within ten calendar days of the date of the decision, unless NJT Rail and the United Transportation Union agree otherwise in writing. If the decision of NJT Rail is not satisfactory to the employee or to the Union, it may be appealed in writing directly to the highest officer of NJT Rail designated to handle appeals. Such appeal must be received within ten calendar days of the date of decision appealed from, and the decision on such an appeal shall be rendered within 20 calendar days of the date the appeal is received. The decision by the highest appeals officer of NJT Rail designated to handle appeals shall be final and binding unless within 30 calendar days thereafter NJT Rail is notified in writing that the decision is unsatisfactory and, in such event, the dispute may be submitted to a tribunal having jurisdiction within six months of the date of such decision. A representative of the United Transportation Union shall have the right to be present at and participate in

any hearing which involves the United Transportation Union.

h. The discipline rule shall not apply to union membership requirement cases.

i. The United Transportation Union will indemnify, defend and save harmless NJT Rail from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.

#### **RULE 41 - DUES DEDUCTION**

a. Subject to the conditions herein set forth, NJT Rail will withhold and deduct from wages due employees represented by the United Transportation Union amounts equal to periodic dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the United Transportation Airline.

b. No such deduction will be made except from the wages of an employee who has executed and furnished to NJT Rail a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees, assessments and insurance premiums. Such assignment will be on Form "A", below, and will, in accordance with its terms, be irrevocable for one year from the date of its execution.

c. Deductions as provided for herein will be made by NJT Rail in accordance with a deduction list furnished by the Local Chairman on Form "3", below, which may be changed by NJT Rail as conditions require. Such list will be furnished to the designated NJT Rail Official, separately for each Local. Thereafter a list containing any additions or deletions of names, or changes in amounts, will be so furnished to NJT Rail on or before the 20th day preceding the month in which the deductions will be made.

d. Deductions as provided for herein will be made monthly by NJT Rail from wages due Trainmen and Conductors for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month and NJT Rail will pay, by draft, to the order of the Local of the United Transportation Union, the total amount of such deductions, on or before the 10th day of the month following the month in which such deductions are made. With the draft NJT Rail will forward to the Financial Secretary of the Local, a list setting forth any scheduled deductions which were not made.

e. No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be

deducted in accordance herewith, after all deductions for the following purposes have been made:

1. Federal, State, and Municipal Taxes.
2. Supplemental Pension.
3. Other deductions required by law, such as garnishments and attachments.
4. Amounts due NJT Rail.
5. Contributions to Voluntary Relief Department.

f. Responsibility of NJT Rail will be limited to remitting to the United Transportation Union amounts actually deducted from the wages of employees as outlined herein and NJT Rail will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the employee involved and the United Transportation Union, and any complaints against NJT Rail in connection therewith will be handled by the United Transportation Union on behalf of the employee concerned.

g. An employee who has executed and furnished to NJT Rail an assignment may revoke said assignment by executing the revocation form specified herein within 15 days after the end of the year, but if the employee does not so revoke the assignment it will be considered as re-executed and may not be revoked for an additional period of one year, and the re-executed assignment will similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee executes a revocation form within 15 days after the end of any such year. Revocation of assignment will be in writing and on Form "C" below, and both the assignment and revocation of assignment forms will be reproduced and furnished as necessary by the United Transportation Union, without cost to NJT Rail. The United Transportation Union will assume the full responsibility for the procurement and the execution of said forms by employees, and for the delivery of said forms to NJT Rail. Assignment and revocation of assignment forms will be delivered with the deduction list herein provided for, to NJT Rail not later than the 20th of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

h. No provision of this rule will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee, and no provision herein or any other provision of the agreement between NJT Rail and the United Transportation Union will be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with any provisions of this rule.

i. The United Transportation Union will indemnify, defend and save harmless NJT Rail from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this rule.

ATTACHMENT A

WAGE DEDUCTION AUTHORIZATION  
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.  
AND  
UNITED TRANSPORTATION UNION

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Print name (Last Name, First Name, Initial, Employee No.)

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Home Address (Street and No., City, State and Zip Code)

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DIRECTOR, PAYROLL OPERATIONS  
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

I hereby assign to the United Transportation Union that part of my wages necessary to pay periodic dues, assessments and insurance premiums (not including fines and penalties) as certified to NJT Rail by the Treasurer of the Local Division of the United Transportation Union as provided in the Dues Deduction Rules, entered into by NJT Rail and the United Transportation Union effective January 1, 1983, and authorize NJT Rail to deduct such sum from my wages and pay it over to the Treasurer of the Local of the United Transportation Union in accordance with the Deduction Agreement

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Date      Signature      Number

ATTACHMENT "B"

PAYROLL DEDUCTION MAINTENANCE FORM

WAGE ASSIGNMENT REVOCATION  
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.  
AND  
UNITED TRANSPORTATION UNION

---

Print Name (Last Name, First Name, Initial, Employee No.)

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Home Address (Street and No., City, State and Zip Code)

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DIRECTOR, PAYROLL OPERATIONS  
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the United Transportation Union that part of my wages necessary to pay my periodic dues, assessments and insurance premiums (not including fines and penalties), and I hereby cancel the authorization.

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Date

Signature

Number

## **RULE 42 - TIME LIMIT ON CLAIMS**

a. A claim for compensation alleged to be due may be made by a claimant or, on his behalf, by a duly accredited representative. Not later than 30 days from the date of occurrence on which the claim is based, a claimant or his duly accredited representative must submit time claims in duplicate alleging the claim to the Officer of NJT Rail, designated to receive time claims. The representative of NJT Rail, who receives the time claims from the claimant or from his duly accredited representative must acknowledge receipt of the time claims by signing and dating them, and return the duplicate copy to the claimant or his duly accredited representative. If not presented in the manner outlined in this paragraph, a claim shall not be entertained or allowed, but improper handling of one claim shall not invalidate other claims of a like or similar nature.

b. If a claimant is absent because of sickness, temporary disability, leave of absence, vacation, or suspension, the 30-day time limit shall be extended by the number of days the claimant is absent.

c. To file a claim, the claimant or his duly accredited representative will be required to furnish sufficient information on the time claim to identify the basis of the claim such as;

1. Name, occupation, employee number, division.
2. Train symbol or job number.
3. On and off duty time.
4. Date and time of day work was performed.
5. Location and details of work performed for which claim is filed.
6. Upon whose orders work was performed.
7. Description of instructions issued to have such work performed.
8. Claim being made, rule violation, and all related information for supporting claim.
9. Location on the property for receipt of response.

Claims not containing sufficient information as provided above shall be disallowed.

d. When a claim for compensation alleged to be due is not allowed, or should payment be made for less than the full amount claimed, the claimant shall be informed of the decision and reasons for it, in writing, within sixty (60) days from the date that claim is received. When the claimant is not so notified, the claim shall be allowed, but such payment shall not validate any other such claim, nor shall such payment establish any precedent.



e. A claim for compensation denied in accordance with the foregoing paragraph (d) shall be invalid unless within 60 days after the date of the initial denial of the claim, the claimant's Local Chairman appeals it in writing in the following form to the Labor Relations Officer designated to handle claims:

1. Subject: (Set forth nature of claim, dates, name of claimant)
2. Employee's Statement of Facts: (Set forth in the same format as detailed in paragraph (c) of this Rule).
3. Position of Employee:

**NOTE:** Claims of a continuing nature will be considered properly appealed when listed and identified with the initial claim by the Local Chairmen with the designated Labor Relations Officer.

Claims not containing sufficient information as detailed above shall be disallowed.

f. The Labor Relations Officer will arrange to meet on a regular basis with Local Chairman who request to discuss appeals which have been received by the Labor Relations Officer at least ten (10) days in advance of a meeting. In the written appeal, the Local Chairman should either request to discuss the appeal at the regular meeting with the Labor Relations Officer or waive the discussion and request a written response. The Labor Relations Officer shall render a decision in writing to the Local Chairman within ninety (90) days of the date the Labor Relations Officer receives the appeal requesting the written decision or within sixty (60) days of the date the appeal was discussed at a meeting. If the claim is denied, the decision shall be rendered in the following form:

1. NJT Rail's Statement of Facts:
2. Position of NJT Rail

When a claim is denied and the Local Chairman is not notified within the time limit, the claim shall be allowed but such payment shall not validate any other such claim nor shall such payment establish any precedent. Appeals received less than ten (10) days in advance of a meeting will be scheduled for discussion at the next meeting.

g. A claim for compensation denied in accordance with the foregoing paragraph (f) shall be invalid unless within ninety (90) days of the date of the denial by the Labor Relations Officer, the General Chairman appeals it in writing to the highest Officer of NJT Rail designated to handle claims. The highest Officer of NJT Rail designated to handle claims will meet with the General Chairman on a regular

basis in order to discuss appeals received at least ten (10) days in advance of a meeting. Neither party will be limited by the positions taken during prior handling. The highest officer of NJT Rail designated to handle claims shall render a decision within ninety (90) days after squeezing the claim at a meeting. When the General Chairman is not so notified, claim shall be allowed but such payment shall not validate any other such claim or establish any precedent. Appeals received less than 10 days in advance of a meeting will be scheduled for the next meeting.

h. The decision of the highest Officer of NJT Rail designated to handle claims shall be final and binding unless within ninety (90) days from the date of NJT Rail's decision, the claims are disposed of on the property or submitted to the Special Board of Adjustment pursuant to Rule 44 or other such tribunal as may be legally substituted for it under the Railway Labor Act.

i. The time limit provisions in this agreement may be extended at any level of handling in any particular case by mutual consent of the duly authorized Officer of NJT Rail and the representative of the Union.

j. Unless otherwise provided, time limits set forth herein do not apply on discipline cases.

**NOTE: The following clarifies and interprets Rule 42**

*Question 38 With respect to Rule 42, Time Limits on Claims, what is meant by the location of the property for receipt of response?*

*Answer The written response will be electronically included with the paycheck printout or mailed US Certified Mail, or personal delivery (hand delivered).*

*Question 79 Who is authorized to approve payment of time slips?*

*Answer The Vice President and General Manager of Rail Operations and/or his designee.*

*Question 80 When a time slip has been authorized for payment by the Vice President and General Manager, when will payment be made?*

*Answer In the next pay period from the date stamped on the time slip, but in any event by the second pay period from the date stamped on the time slip.*

## **RULE 43 - DISCIPLINE**

a. Except as provided in paragraph (c), no employee will have a reprimand noted on their discipline records nor be suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by a designated NJT Rail official.

b. 1. Except when a serious act or occurrence is involved, a trainman will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined as:

- (a) dishonesty, including falsification of reports or other documents;
- (b) extreme negligence;
- (c) use or possession of- alcoholic beverages, intoxicants, narcotics; or
- (d) disorderly or immoral conduct, or any offense bringing discredit upon Rail.

2. If an employee is held out of service before a formal investigation for other than a serious act or occurrence, he will be paid what he would have earned on his assignment had he not been held out of service beginning with the day he is taken out of service and ending with the date of the formal investigation, whether or not he is disciplined. Holding an employee out of service before a formal investigation or paying him for being out of service for less than a serious act or occurrence is not prejudging him.

c. Formal investigations, except those involving a serious act or occurrence, may be dispensed with should the employee involved and/or the Local Chairman and an authorized officer of NJT Rail, through informal handling, be able to resolve the matter to their mutual interests. Requests for informal handling must be made at least 24 hours before a formal investigation is scheduled to begin. No formal transcript, statement or recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal investigation will be required. A written notice of the discipline assessed and the reason therefore will be issued to the employee responsible, with a copy to the Local Chairman, if he participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.

- d. 1. An employee directed to attend a formal investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within 10 days from the date of the act or occurrence or in cases involving dishonesty, criminal or moral offenses, or letters of complaint (except violations relating to fare collection) within 10 days from the date the General Superintendent becomes aware of such act or occurrence and is reasonably obligated to act. The notice will contain:
- (a) The time, date and location where the formal investigation will be held.
  - (b) The date, approximate time and the location of the act or occurrence.
  - (c) A description of the act or occurrence which is the subject of the investigation.
  - (d) A statement that he may be represented by his duly accredited representative.
  - (e) The identity of witnesses directed by NJT Rail to attend.
2. When a letter of complaint against an employee is the basis for requiring him to attend the formal investigation, the employee will be furnished a copy of the written complaint together with the written notice for him to attend the investigation. An employee directed to attend a formal investigation to determine his responsibility regarding an alleged violation relating to fare collection will be furnished a copy of the surveillance report at the investigation.
- e. 1. The investigation on any matter must be scheduled to begin within 10 days from the date the notice of the investigation is mailed to the employee.
2. An employee who may be subject to discipline will have the right to have present desired witnesses who have knowledge of the act or occurrence, to present testimony, and NJT Rail will order employee witnesses to be in attendance.
3. The time limit is subject to the availability of the principal(s) involved and witness(es) to attend the formal investigation and may, by written notice to the employee involved, be extended by the equivalent amount of time the principal(s) involved or necessary witnesses are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

When an employee is being held out of service for a serious act or occurrence pending the investigation and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the employee or NJT Rail officer is of the opinion that the testimony of the unavailable principal(s) or witness(es) is necessary for the final determination of the facts and discipline has been assessed against the employee as a result of the investigation, such discipline will be reviewed when the testimony of the missing principal(s) or witness(es) is available.

4. When a formal investigation is not scheduled to begin within the time limit as set forth in this rule, no discipline will be assessed against the employee and the employee shall be compensated for all time lost.
5. An employee who may be subject to discipline and his representative will have the right to be present during the entire investigation. Witnesses appearing at the request of NJT Rail at a formal investigation will be called upon prior to the employee subject to discipline and those witnesses testifying in his behalf. Witnesses may be examined separately but those whose testimony conflicts will be brought together.

f. When an employee is assessed discipline, a true copy of the investigation record will be given to the employee and to his duly accredited representative.

g. If discipline is to be imposed following a formal investigation, the employee to be disciplined will be given a written notice of the decision within 15 days of the date the formal investigation is completed. The written notice will be issued at least 15 days prior to the date on which the discipline is to become effective except that in cases involving serious acts or occurrences, discipline may be effective upon receipt of the notice of discipline.

- h.
  1. When an employee or his duly accredited representative considers the discipline imposed unjust and has appealed the case in writing to the Labor Relations officer having jurisdiction within 15 days of the date the employee is notified of the discipline, the employee will be given an appeal hearing.
  2. The hearing on an appeal, if requested, will be granted within 15 days of the Labor Relations officer's receipt of the request for an appeal hearing.

3. If, within such succeeding probation period, the employee commits one or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the probation period shall not be deferred.
4. If the discipline is suspension, the time the employee is held out of service shall be:
  - (a) Considered part of the period of suspension for the offense if the suspension is served.
  - (b) Considered time lost without compensation if the suspension is not served
5. Except when discipline assessed is dismissal, or when an employee has been held out of service under paragraph (b) and assessed discipline, this appeal will act as a stay in imposing the discipline until after the employee has been given an appeal hearing.
6. At appeal hearings, an employee may, if he desires to be represented at such hearings, be accompanied by his duly accredited representative.
7. The Labor Relations officer having jurisdiction will advise the employee of the decision, in writing within 15 days of the conclusion of the appeal hearing, with a copy to the Local Chairman. If the decision is to the effect that the discipline will be imposed, either in whole or for a reduced period, the stay referred to in paragraph (h)(3) will be lifted and the discipline will be effective on the day following the day the employee is notified of the decision.
  - i. 1. If the discipline is suspension, the period of suspension may be deferred. Deferral may continue as long as, within the succeeding probationary period as set forth in the schedule below following notice of discipline, the accused employee does not commit another offense for which discipline is subsequently imposed.

<u>Suspension</u>	<u>Period of Probation</u>
Up to five days .....	Three months
Ten days .....	Six months
15 days or less than 30 days .....	Nine months
Thirty or more days .....	One year

j. An employee shall not be dismissed for a rules violation relating to the failure to issue an authorized cash fare receipt unless the employee's NJT Rail personnel record notes an investigative report which indicates a prior violations relating to fare collection. Nothing in this paragraph shall prohibit NJT Rail from dismissing an employee who issues an unauthorized cash fare receipt or who otherwise alters any type of fare collection tickets.

k. Further appeal will be subject to the procedural provisions of paragraphs (g), (h) and (l) of the Time Limits rule

l. The decision of the highest appeals officer of NJT Rail will be final and binding unless within 90 days after the date of the written decision, proceedings are instituted before the Special Adjustment Board established pursuant to Rule 44 or such other tribunal or board as may be legally substituted for it under the Railway Labor Act.

- m. 1. Time limits provided for in this rule may be extended or waived by agreement in writing between the applicable officer of NJT Rail and the Local or General Chairman.
2. If discipline assessed is not appealed within the time limits set forth in this rule or as extended, the decision will be considered final. If the decision on the appeal is not rendered within the time limits set forth in this rule or as extended, the discipline assessed will be expunged.

n. When notification in writing is required, personal delivery or proof of mailing within the specific time limit will be considered proper notification.

**NOTE: The following clarifies and interprets Rule 43**

*Question 39 With respect to Rule 43 E-2, will the Corporation order all witnesses requested to attend an investigation by the employee who may be subject to discipline?*

*Answer The Corporation will call the desired witnesses who have direct knowledge of the act or occurrence.*

## **RULE 44 - SPECIAL ADJUSTMENT BOARD**

a. There shall be a Special Adjustment Board, established pursuant to Section 3, second, of the Railway Labor Act, which shall be known as Public Law Board No. \_\_\_\_\_ (the "Board"):

b. The Board shall have jurisdiction over the following matters:

- (i) All disciplinary disputes appealed from the Director of Labor Relations level of the discipline procedures established under Rule 43, and
- (ii) All disputes appealed from the Director-Labor Relations of the Time Limit on Claims, Rule 42.
- (iii) All disputes involving interpretation and application of this Agreement.

In the event a disagreement exists regarding the arbitrability of an issue, the tribunal shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the tribunal shall then proceed to determine the merits of the dispute.

c. The Board shall consist of three members. One member shall be a representative of the- Union. The second member shall be selected by NJT Rail. A third member, who shall be the chairman of the Board, shall be a neutral person and shall be selected as provided in this Article. Party members of the aired may be changed from time to time, or at any time, by the respective parties appointing them.

d. The NJT Rail member and the Union member shall confer thirty (30) working days prior to the commencement of a Board and from time or time thereafter as a vacancy occurs for the purpose of selecting a neutral member. Each party shall submit a list of five names. The other party may reject three of the names. The remaining four names will be the subject for discussion as to the appointment of a neutral member

e. If no name is mutually acceptable, the parties shall within fifteen (15) working days prior to the establishment of the Board and from time to time thereafter in connection with any vacancy request the National Mediation Board to appoint the neutral member.



f. The compensation and expenses of the Union member and the NJT Rail member shall be paid by the Union and NJT Rail respectively. The compensation and expenses of the neutral member and all other expenses shall be paid by the National Mediation Board.

g. The Board shall meet as required but not more than once a month and shall hear such matters within its jurisdiction as have been filed not less than 30 days prior to the meeting. Such meetings shall be convened in Newark, New Jersey, except as otherwise agreed by the members of the Board.

h. At Board hearings the parties may be heard in person or by other authorized representatives. The Board shall rule on the facts stated in the authorized record. The Board shall have the authority to request the production of additional evidence by either party. The aired shall not conduct a trial de novo where hearings have already been held at a prior level in the discipline or discipline procedure.

i. The Board shall not have the authority to add to, subtract from, or modify any of the provisions of this Agreement, and all decisions shall be confined to the interpretation and application of this Agreement. The Board shall render a decision solely on the dispute submitted to it. Such decisions shall be in writing and furnished to the parties. The decision shall be final and binding on both parties.

j. The Board must make findings of fact and render an award on each case submitted to it, within thirty (30) days after the close of the hearing. When there is more than one case submitted to the Board, this time limit will be extended by 5 additional days for each additional case. No case may be withdrawn after hearing on that case has begun, except by consent of both parties. Such findings and award shall be in writing, and copies shall be furnished to each of the parties to the dispute. Such awards shall be final and binding upon the parties and if in favor of the petitioner shall direct the other party to comply therewith on or before the day named. Each member of the Board shall have one vote and any two members of the Board shall be competent to render an award and to make any decision which the Board is empowered to make by statute or by this Rule.

k. In case a dispute arises involving an interpretation or application of an Award made pursuant to this Rule while the Board is in existence or upon recall within thirty (30) days thereafter, the Board upon request of either party, shall interpret such Award in the light of the dispute.

#### **RULE 45 - CONFERENCES**

Conferences between officers of NJT Rail and duly accredited representatives will be held without cost to NJT Rail. Unless otherwise agreed, when duly accredited

representatives are requested to report for a conference by NJT Rail, they will be compensated for the time engaged in the conference, with a minimum of four hours.

## 23 RULE 46 - HAND HELD COMPUTERS

NJTRO Inc. shall have the right to require Conductors and Trainpersons to utilize hand-held computers in collecting transportation aboard its trains. The parties recognize their mutual responsibility to protect said hand-held computers from damage and theft and to maintain them in good working condition.

a. Conductors and Trainmen on the NJTRO, Inc. Conductors and Trainpersons Roster, as of the ratification date of this Agreement will not be placed in a worse position as to wages, hours, or working conditions as a result of being required to use the hand-held computers, nor shall any Conductor or Trainman on the NJTRO, Inc. Conductors and Trainpersons Roster on the ratification date of this Agreement be furloughed as a direct result of the use of hand-held computers.

b. If any records are in dispute, NJTRO, Inc. will furnish a printout of each such transaction made by said hand-held computer upon request of the employee or his/her union representative.

c. Conductors and Trainpersons will not be responsible for any loss or damage to such hand-held computers provided that the employee exercises reasonable care and provides security for the computer while it is in the Trainperson's possession.

d. Conductors and Trainpersons will not be responsible for errors resulting from any malfunction of said hand-held computers. Additionally, if through no fault of the employee, his/her hand-held computer malfunctions and is not available for use and other ticketing procedures are used, the employee will not suffer a loss of earnings related to his assignment.

e. Conductors and Trainpersons will be paid an allowance equal to fifteen (15) minutes pay in addition to all other allowances paid on any tour of duty on which they are required to use such hand-held computers, or have them available for service during their tour of duty.

f. Hand-held computers are understood to be Almex Model NJT/ACL Microfare ticket-issuing machine or a similar functional device.

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23 New Rule. Created by Memorandum of Understanding, dated October 21, 1988.

g. NJ TRANSIT Rail Operations shall provide either a personal locker or a secure place to safeguard said hand-held computer where employees are released from duty but held for duty and at all terminals. In the event a hand-held computer is stolen from such secure location, the employee to whom such hand-held computer is assigned, will have no responsibility for the hand-held computer.

#### **24RULE 47 - PENSION**

a. Effective July 1, 1989, there shall be established a section 401(a), Money Purchase Pension Plan (a summary of which is appended hereto as Attachment 4). In addition, the parties agree that as soon as administratively possible, a Section 457, Employee Savings Plan, will be implemented, the details of which will be worked out by Counsel for both parties. In the event of any inconsistencies between the attached summary and the plan documents, the plan documents shall govern.

b. There will be created a Pension Advisory Committee composed of representatives of the U.T.U. The purpose of the Pension Advisory Committee is to provide non-binding advice to the NJTRO Board regarding the Section 401(a) and Section 457 Plans established pursuant to this Agreement.

c. Effective July 1, 1994, NJ TRANSIT will contribute an additional two (2%) percent to an employee's 401(a) account.

#### **RULE 48 - SEVERABILITY**

If any Rule or provision of this Agreement is at any time determined to be in conflict with any law, such Rule or provision will continue in effect only to the extent permitted by law. If any Rule or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not affect or impair any other term or provision of this Agreement.

#### **RULE 49 - MUTUAL AGREEMENT**

a. NJT Rail and the Union acknowledge this Agreement, together with its Appendices, to be their complete Agreement inclusive of all negotiable issues whether or not discussed.

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24 New Rule. Created by Memorandum of Understanding, dated October 21, 1988 Refer to Attachment 4). Modified by Memorandum of Understanding, dated November 11, 1993.

b. All rules, agreements, practices or understanding, whether written or unwritten, however established, that were in effect or existed prior to the effective date of this Agreement are terminated, and hereafter only this Agreement and Its terms shall control, notwithstanding the erroneous continuation of practices inconsistent therewith.

c. The parties will recognize the need for cooperation in and support of changes in operating practices and procedures which would result in increasing productivity to the greatest extent possible in order to provide essential and economical commuter rail service and to enhance public support for commuter rail service.

#### **RULE 50 - TERM OF AGREEMENT**

a. This Agreement, together with its Appendices, shall comprise the collective bargaining agreement between NJT Rail and its employees represented by the Union. It shall become effective March 31 1983 and shall remain in effect until June 30, 1985 and thereafter, until changed in accordance with the provisions of the Railway Labor Act, as amended.

b. During the period that this Agreement is in effect, neither party shall serve upon the other any notices under the Railway Labor Act to amend or change any provision of this Agreement or its Appendices, or any matters not covered by this Agreement and its Appendices. This provision will not preclude the parties from entering into agreements which are mutually acceptable.

For New Jersey Transit  
Rail Operations, Inc.

For United Transportation  
Union

MARTIN GARELICK  
Vice President &  
General Manager

C.P. JONES  
General Chairman

PATRICIA SEBRON  
Assistant Vice President  
Human Resources

W. McANDREW  
Assistant General Chairman

WILLIAM W. BOUFFARD  
Treasurer

L.W. SWERT  
General Chairman

Dated this 31st day of June, 1983

APPENDIX 1

UTU/C & T Revised Seniority List 10/21/88<sup>25</sup>  
**SENIORITY ROSTER**  
 October 21, 1988  
**CONDUCTORS AND TRAINPERSON**  
 U.T.U. (C) &(T)

Rank	Name	Emp. No.	Sen. Date
1	Wands, Jr. HK	5901	461214
2	Gibson, FP	5904	470424
3	Keogh, WM	5931	470822
4	Healey, GM	6212	480112
5	Wands, GR	5933	480214
6	McGuire, TJ	7500	480304
7	Rupp, RJ	6125	480325
8	Oxford, CE	6129	480630
9	Brennan, WP	6170	500411
10	Hydeck, SC	6149	500412
11	Kearney, WF	6136	500418
12	Stocker, RR	6133	500522
13	Baily, LC	6213	500525
14	Shoemaker, CT	6134	500602
15	Cunningham, JJ	6193	500609
16	Keane, J	6137	500613
17	Coffey, RJ	6181	500620
18	Price, SC	6138	500706
19	Langan, EC	6194	500710 F
20	Pietrowski, H	6214	500715
21	Kane, FJ	6140	500724
22	Fischer, RF	5935	500729
23	Sliker, JC	521	500731
24	Olah, JH	6201	50017
25	Meier, RJ	6184	500911
26	Mangan, P	7541	500912
27	Henderson, RL	6198	501019

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25 Amended on October 21, 1988 (Formerly Attachment 1).

<b>Rank</b>	<b>Name</b>	<b>Emp. No.</b>	<b>Sen. Date</b>
28	Kirk, RE	5937	501021
29	Dougher, RA	5985	510104
30	Russel, RE	5899	510110
31	Piscotta, AJ	5898	510208
32	Serfass, WE	6141	510320
33	Potkul, R	5658	510510
34	Hart, JJ	6209	510510
35	Domini, AE	6185	510524
36	Hoefl, RG	7592	510529
37	Carnathan, WJ	5905	510531
38	Vargas, L	7564	510717
39	Defalco, Jr. CF	5906	510720
40	Hewitt, JR	5939	510812
41	Donne, PM	9283	511226
42	Harrington, WG	6187	520324 F
43	Hudak, RM	6188	520407
44	Cashin, DJ	5907	520616
45	Bowden, WM	3534	520826
46	Limani, RJ	3552	520917
47	Carey, JR	9284	520918
48	Shelby, TF	9282	530913
49	Kratzer, PE	6190	530608
50	Morgan, III WB	6174	530610
51	Sarantopoulos, G	1533	530615
52	Curran, CF	5940	530620
53	DiCarlo, H	3479	530722
54	Willems, WP	1672	530831
55	Barra, R	3544	531005
56	Paige, WM	5978	531008
57	Domenici, PR	5912	531219
58	Finley, TJ	5915	540104
59	D'Esposito, RA	5916	540108
60	Davies, JP	1517	540209
61	Melhorn, DE	3558	540304
62	Tompkins, JD	5943	540317 F
63	O'Rourke, JM	5942	540317 F
64	Lamois, GS	523	540401
65	Sampson, JR	5944	540402
66	Hennessey, MA	5945	540403
67	Bolio, ML	6143	5404

<b>Rank</b>	<b>Name</b>	<b>Emp. No.</b>	<b>Sen. Date</b>
68	Paschall, FG	5917	540504
69	Jaeger, DE	5946	540507
70	Minervini, DS	1597	540517
71	Klotz, LJ	6157	540528
72	Texido, FE	5947	540702
73	Pagano, WJ	5992	540828
74	McAndrew, JP	5991	541001
75	Hughes, RV	5948	541019
76	Rinaldi, Jr. L	6207	541020
77	Campbell, JF	7566	541104
78	Steed, RC	5949	541105
79	Monticello, MV	3487	550117
80	Gazda, GM	5918	550202
81	Gibb, W	5919	550217
82	Bilis, NJ	6153	550301
83	Noble, CZ	3560	550307
84	Ferguson, W	7469	550311
85	Phalon, J	5950	550312
86	Raftery, JP	5951	550323
87	Suter, RG	5952	550405
88	Murphy, JJ	3559	550411
89	Ciccarelli, GA	5908	550523
90	Vella, JA	3363	550601
91	Kohli, PD	567	550622
92	Gilsinger, GT	5953	550704
93	Luciani, CD	3553	550721
94	O'Brien, JR	5977	550722
95	Baccola, Jr. J	6203	550726
96	Diguilio, AJ	6210	550726
97	Marcucci, J	1647	550810
98	Haley, RG	5990	550818
99	Crowley, JF	5956	550912
100	Antonick, RC	5955	550912
101	McKinney, J	3556	550913
102	Jenks, Jr. MA	5957	551016
103	Iverson, JM	505	551110
104	Brown, KA	7577	551116
105	Sheridan, TE	7478	551130
106	Swingle, RL	5995	551130
107	Antenucci, JA	7477	551215

<b>Rank</b>	<b>Name</b>	<b>Emp.No.</b>	<b>Sen. Date</b>
108	Bruszo, J	7568	560104
109	Zoon, DR	5958	560109
110	Duffala, G	9285	560116
111	Pica, M	7435	560119
112	Cavanaugh, H	5981	560204 F
113	Seng, RT	7479	560210
114	Dalton, TF	5921	560223
115	Marsh, GH	6145	560306
116	Cuomo, J	1600	560309
117	Lewandoski, AL	1562	560323
118	Jacobs, FL	5959	560324
119	D'Alessio, D	7480	560404
120	Stritenberger, ED	5960	560410
121	Rossi, DJ	7481	560416
122	Briody, FB	7482	560503
123	Hudachek, AJ	6159	560507
124	Height, GA	6158	560508
125	Kaprosch, TC	1693	560510
126	Ramsey, RG	5913	560518
127	Long, A	7483	560522
128	Ledgerwood, DL	6160	560525
129	Corrigan, FJ	6168	560528
130	Noonan, KE	5922	560531
131	Woronick, SJ	7484	560620
132	McGuinness, F	7575	560802
133	Lasky, DR	5923	560805
134	Kaufman, A	6162	560807
135	Free, RJ	6163	560807
136	Hahn, C	5962	560809
137	McKowen, GE	5963	560905
138	Yahraes, WM	5999	561002
139	Wolons, RE	5964	561121
140	Rasmussen, TE	5902	561130
141	Allen, JS	7486	561227
142	Clawson, RW	5965	561231
143	Dabrowski, JL	7572	570103
144	Dezenzo, G	5966	570108
145	Higgins, Jr. GF	5924	570211
146	Matchik, M	7487	570213
147	McFadden, JJ	5925	570314



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148	Bleimeyer, RA	5967	570509
149	Schroeter, HJ	6147	570618
150	Yahraes, FP	6146	570618
151	Hicks, RB	6148	570620
152	Martel, JT	5968	570625
153	Buttafuoco, JA	5969	570725
154	Kelly, AE	5980	581004 L
155	Aretz, HI	5970	590630
156	Bogen, Jr. DJ	5971	590713
157	Venus, RP	7497	600113
158	Struck, KL	5972	600122
159	McKenna, RJ	1577	600126
160	Tanfield, RE	5973	600207
161	Tropila, EL	5920	600217
162	Stemrich, DL	7491	600316
163	Bonowicz, VJ	5984	600605
164	Davis, RR	7492	600718
165	Coyle, MJ	5894	610111
166	Millin, EA	7494	610130
167	Carroll, JE	7495	610201
168	Hermann, FJ	5974	610206
169	Neues, HG	5795	610209
170	Cox, AJ	1687	610221
171	Souder, W	9265	610221
172	Reilly, JF	5926	610304
173	Graff, RW	5895	610324
174	Rydell, HM	1628	610624
175	Smith, K	7501	610731
176	Bingle, RA	7502	610920
177	Kenny, JR	5928	611004
178	Catania, AJ	5929	611101
179	McClure, ED	3570	611106
180	Gmitter, WJ	7504	611120
181	Dame, SL	1625	620110
182	Roselli, JT	3577	620117
183	Hinton, WL	1649	620320
184	Den-Outer, JF	1630	620320
185	Houck, KJ	7506	620326
186	Lawless, R	3576	620510
187	Hetel, DC	6001	620711

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188	Thompson, GR	6002	620727
189	Hartwyk, TJ	7508	620730
190	Mulligan, LJ	7509	620802
191	McKenna, WP	7510	620809
192	Heaton, R	7512	620827
193	Spratt, III FL	5860	620829
194	Mangano, DJ	7513	620904
195	Costello, JM	7514	620101
196	Morgan, R	6003	621128
197	Ciaravino, PV	7957	621211
198	McCall, CJ	7515	621212
199	Baumgardner, JM	1626	630219
200	Macedonio, FV	6004	630330
201	Woodruff, ER	576	630419
202	Leverington, TL	6005	630420
203	Campan, RD	7517	630430
204	Dykeman, RJ	7518	630514
205	McMearty, DM	1556	630515
206	Bronson, KR	6006	630521
207	Dilger, RJ	1685	630628
208	Verde, GJ	3578	630731
209	Zoda, SR	3579	630809
210	Lundberg, TJ	3575	630828
211	Klinetob, JS	6007	630829
212	Young, JT	7520	630924
213	Elmquist, WI	3574	631122
214	Magavero, PA	3462	640110
215	Van Nest, Jr. JC	3573	640213
216	Mines, JJ	3554	640221
217	Patterson, A	3566	640317
218	Ward, Jr. JF	7521	640318
219	Hagaman, EJ	3567	640331
220	Sanders, RA	3562	640401
221	Cantwell, JR	3569	640413
222	Klahre, Jr. WW	6117	640527
223	Preston, RR	7442	640615
224	Norton, Jr. CJ	6114	640702
225	Cushman, HH	7570	640703
226	Jewell, RS	7448	640703
227	Miklencic, JT	7449	640723

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228	Nicoletti, J	7523	640804
229	Bird, RR	573	640807
230	Thompson, DW	7524	640817
231	Laird, ES	7525	640910
232	Lee, RI	7581	640911
233	Wilson, HR	7526	640920 D
234	Apgar, LH	7587	641002
235	Kerrigan, Jr. JA	7527	641014
236	Mitchell, RE	528	641029
237	Rohloff, EJ	7528	641209
238	Bogue, TL	7529	641217
239	Lawton, H	7531	650111
240	Erwin, PT	1664	650219
241	Johnson, GW	3492	650303
242	Vince, JE	6008	650326
243	Marsh, PE	6009	650327
244	Nielson, HJ	3493	650511
245	Shuffler, JR	1641	650511
246	Moynihan, PJ	6010	650612
247	Hicks, HV	6011	650613
248	Thomas, RG	6113	650625
249	Valentino, A	7532	650629
250	Minichino, RN	3495	650804
251	Deluco, JM	7533	650816
252	Stinson, JE	7534	650816
253	Brennan, J	7536	650930
254	Rizzo, AJ	1611	660115
255	McGovern, PJ	3465	660115
256	Meechan, JP	7537	660119
257	Adams, JM	7538	660126
258	Halsey, WA	9268	660214
259	McKenna, JF	7539	660413 R
260	Mansueto, MS	7540	660510
261	Campan, DB	1614	660916 L
262	Jackson, T	3477	670113
263	Scalise, A	7542	670124
264	Burgess, HB	3634	671115
265	Cellini, CJ	6018	680131
266	Farrell, EF	6017	680201
267	Caverly, J	3635	680320

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268	Greene, F	3636	680329
269	Nagy, SJ	1633	680405
270	Van Horn, RL	6019	680604
271	Pear, KD	7543	680610
272	Nemeth, JA	9286	680923
273	Perry, C	3638	681028
274	Wilson, EL	3639	681101
275	Walker, EV	7546	681101
276	Earp, AN	3640	681120
277	Morris, HR	6057	690113
278	Gordon, WD	3658	690328
279	Wright, JD	3645	690501
280	Matuch, LR	7547	690505
281	Procida, S	7548	690609
282	Ledwinka, WR	3660	690612
283	Sherlock, MF	3659	690616
284	Brennan, TP	6023	690625 N
285	Bethea, HM	6024	690710 D
286	Aretz, TH	6025	690728
287	Russo, AJ	5986	690730
288	Walsh, BE	6068	690814
289	Harris, C	6026	690829
290	McClendon, D	1503	690921
291	Babbitt, TD	6027	691002
292	Pillitteri, MP	3661	691010
293	Golphin, J	6069	691015
294	Lowe, RJ	6028	700113 D
295	Herring, TJ	6029	700129
296	Reedy, JW	6030	700202
297	Dipoto, D	6031	700210
298	Dirobella, FE	7549	700303
299	Hart, C	7538	700415
300	Anzalone, CA	6034	700420
301	O'Connor, WJ	6035	700420 N
302	Johnson, WE	1617	700505
303	D'Angiolillo, RD	6036	700507
304	Melhorn, DK	3662	700513
305	Williamson, Jr. CE	7550	700620
306	Aumick, DJ	6038	700626
307	Donlen, JW	1635	700701

<b>Rank</b>	<b>Name</b>	<b>Emp.No.</b>	<b>Sen. Date</b>
308	DeHaven, WE	6040	700720
309	Haas, RE	1513	700820
310	Lussier, DG	1622	700903
311	Lerner, MS	6071	700910
312	Nemeth, RP	625	701125
313	Gallavan, WF	3664	710122
314	Jones, AC	3666	710122
315	Kukuch, J	1544	710205
316	Smith, GR	1646	710331
317	Krum, DA	3651	710622
318	Marsh, LA	6041	710714
319	Dooley, JJ	6042	710716
320	Kosenkov, V	1684	710827 D
321	Washburn, JM	1674	710910
322	Banta, KG	6043	711018
323	Staretz, AN	6044	720426
324	Leggin, JS	6045	720516
325	Nichols, JL	6046	720522 N
326	Francis, RM	3580	720623
327	Williams, E	3584	720626
328	Kinnear, S	3583	720627
329	Kavanaugh, WJ	1629	720628
330	Wilson, Jr. HR	7551	720628
331	Detweiler TM	3587	720705
332	Lehman, JJ	3586	720705 N
333	Lawrence, SJ	1695	720711
334	Tillman, MS	3713	720711
335	Bennett, OL	1691	720719
336	Maybin, Jr. HJ	7553	720721 D
337	Constable, JF	6047	720807
338	Gaynor, Jr. EJ	1623	720905
339	Kondor, KD	3589	720912 D
340	Ward, WJ	3590	720928
341	Davis, M	3591	721003
342	Johnson, RP	1521	721005
343	Rivers, LJ	1522	721013
344	Tarr, C	3665	721030
345	Kelleher, DP	6073	721110
346	Genovese, AJ	6048	721111
347	Rodriguez, LT	1524	721128

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348	Kriloff, BG	3594	721128
349	Rentas, GJ	1525	721129
350	Freeman, DM	3595	721129
351	Prato, JA	1581	730112
352	Panko, PP	6050	730115
353	Bodak, GL	3597	730126
354	Chaszczweski, DJ	1659	730207
355	Parde, DJ	3599	730222
356	Ford, PM	3600	730228
357	Ott, DW	6051	730416
358	Griesbach, C	7584	730503
359	Edwards, Jr. RW	3602	730511
360	Hill, BJ	3480	730524
361	Zullo, F	3582	730525
362	Thomas, MJ	3481	730604
363	Moran, Jr. JW	1638	730609
364	Akalski, SJ	3483	730613
365	Powers, NJ	3485	730613
366	Stanton, T	1667	730621
367	Roberts, LB	7554	730628 D
368	Fenton, RJ	7580	730711
369	Kuras, M	7544	730712
370	Gibb, WW	1607	730716
371	Moynihan, PD	1595	730727
372	Brown, WD	1519	730807
373	Keogh, JP	3561	730810
374	Alemhoca, A	3490	730810
375	Ward, CJ	3571	730810
376	Gavin, JP	1627	730813
377	Grasso, G	7555	730828
378	Dabrowski, GA	3670	730928
379	Kearns, KJ	5290	731011
380	Padelski, SH	6052	731012
381	Farina, RC	1537	731019
382	Bonath, FR	4026	731110
383	Zumba, R	7557	740121 L
384	Elliot, DJ	1662	740212
385	Bousquet, RR	3673	740215
386	Madeya, GJ	1648	740301
387	Groves, B	7559	740307

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388	Korp, Jr. TE	7558	740308
389	Ellman, M	1539	740315
390	Herbert, BW	1680	740322
391	Purcell, WJ	3676	740322
392	Herbert, CB	3677	740322
393	Farnia, RJ	1591	740325
394	Ferretti, TP	1618	740402
395	Jemison, RJ	3679	740405
396	Feliciano, GL	544	740414
397	Reuter, WJ	1599	740503
398	Byrnes, EA	1548	740506
399	Callicchio, RJ	1671	740509 N
400	Nogar, DV	9043	740522
401	Farrell, MC	6053	740531
402	Quinn, JB	1550	740620
403	Salerno, MA	1606	740625 L
404	D'Agosta, AJ	6056	740628
405	Sholtis, GE	3686	740712
406	Kleinhans, R	414	740712
407	Dunn, PJ	1553	740719
408	McCormick, JE	1534	740719 N
409	Pryor, L	536	740719 L
410	Dziamba, DJ	3687	740719
411	Lewanski, LJ	9288	740808
412	Goldstein, RC	1670	740816
413	Levins, KA	7560	740821
414	Orlando, NL	3689	740906
415	Stiles, D	1610	740912
416	Weidling, PD	1559	740913
417	Tufano, JH	6054	740915
418	Carle, RJ	1603	740920
419	Wondolowski, RA	1673	741002
420	Pigott, GJ	516	741004
421	Hoelt, DW	3532	760722
422	Haverick, FJ	3533	760727
423	Simmons, MA	1616	760804 N
424	McAndrew, G	7593	760806
425	Haran, EJ	3538	760813
426	Seamon, AM	1645	761112
427	Donnelly, JJ	1661	770107

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428	Roxas, P	9281	770317
429	Stiff, E	1568	770506
430	McKenna, Jr. TS	3539	770506
431	Price, JJ	3685	770516
432	Moran, MH	3540	770517
433	Ward, SM	1569	770601
434	Stean, CR	3541	770620
435	Boyko, G	1571	770706
436	Hewitt, BL	1572	770729
437	Halifko, JW	1608	770812 N
438	Murphy, JP	1576	770825
439	Reilly, PF		770912
440	Zullo, JR	3543	771004
441	Woodard, SE	501	771005
442	Cuthbert, III M	1579	771005
443	Sturtz, JF	757	771013
444	Shirley, WW	535	771223
445	Russell, AW	1692	780223
446	Soto, A	1688	780310
447	Hogan, B	3715	780316
448	Wondolowski, TP	1585	780330 R
449	Klejst, SJ	7598	780331
450	Brennan, RJ	1690	780414
451	Reilly, MJ	3716	780501 D
452	Henry, MU	656	780505
453	Hightower, TA	3717	780518
454	Maldonado, LA	3706	780518 N
455	Bolio, NL	1698	780522
456	Allmer, WL	1589	780607
457	Gannon, M	542	780612 N
458	Braveman, J	9290	780612
459	Lanni,	1593	780718
460	Lewis, DR	1594	780720
461	Ferlise, M	7599	780720
462	Cosby, HT	1504	780725
463	Wyka, TA	4807	850513
464	Wills, FG	4801	850513
465	Sparich, R	1620	850513
466	Byer, ED	4802	850513
467	Staretz, GD	4812	850528



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468	Fryer, RA	4811	850528
469	Gibbs, RW	4813	850528
470	Dobson, Jr. F.	4810	860528
471	Muhammad, NS	4809	850528
472	Simmons, RA	3931	850528
473	Navarro, W	260	850528
474	Bobinta, PJ	4814	850528
475	Owes, V	4816	850528
476	Staretz, AW	4827	850611
477	Clusman, G	4826	850611
478	Goode, H	4821	850611
479	Krayl, AR	4817	850611
480	Schoentube, PL	4819	850611
481	Stofko, JJ	4825	850611
482	De Lucia, AJ	4823	850611
483	Barnhart, RR	4820	850611
484	Williams, X	4836	860108
485	Lewis, WP	4835	860108
486	Duffala, DG	3933	860108
487	Cooper, KA	4818	860108
488	Miller, SC	988	860108
489	Winebrenner, RD	4840	860108
499	Singer, E	4856	860219
500	Maiolo, JD	4852	860219
501	Kerr, EM	4857	860219
502	Schab, CE	4233	860219
503	Shelton, RL	4127	860219
504	Kurth, R	4854	860219
505	Landi, AR	4860	860407
506	Codella, JL	4851	860407
507	Kirkland, BA	4859	860407
508	Vazquez, D	4066	860407
509	Iannacone, A	4850	860407
510	Feehan, R	4861	860407
511	Scales, D	4849	860407
512	Gallen, JJ	4848	860407
513	Jenkins, LL	4864	860423
514	Ellis, K	4865	860423
515	Reilly, IU	4866	860423
516	Brudno, MJ	4868	860423

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517	Zdenek, G	784	860423
518	Potkul, J	4872	860519
519	Mozes, SR	4874	860519
520	Hebron, KD	4871	860519
521	Esposito, CJ	4875	860519
522	Walker, RL	4430	860519
523	Gilmartin, W	957	860519
524	Jenkins, AL	4880	860625
525	Cox, DK	4883	860625
526	Rhoades, TT	4893	860716
527	Randolph, EL	4888	860716
528	McLaurin, C	4889	860716
529	Horn, W	4890	860716
530	Burke, JC	4887	860716
531	Griso, P	4892	860716
532	Jones, ST	4900	860827
533	Wincz, G	4876	860827
534	Burgess, K	4397	860827
535	Stofan, RA	4291	860827
536	Crawford, S	4907	861020
537	Walsh, B	4909	861020
538	Beasley, W	4905	861020
539	Stewart, M	4908	861020
540	Sparich, T	4960	861020
541	Niemsyk, S	4913	861020
542	Guimes, W	4920	861201
543	Johnson, GV	4915	861201
544	Smith, J	4932	870123
545	Hughes, T	4930	870123
546	Bivens, C	4929	870123
547	Finley, T	4943	870227
548	Powers, R	4944	870227
549	Coulter, J	4942	870227
550	Rizzuto, D	4951	870403
551	Powers, S	4952	870403
552	Daniels, S	4949	870403
553	Alberston, D	4948	870403
554	Frink, W	4953	870403
555	Williams, V	4951	870403
556	Spann, M	4950	870403

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557	Baggerly, A	4495	870403
558	Blackwell, S	4965	870508
559	Flores, M	4961	870508
560	Brennan, W	4966	870508
561	Thomas, A	4597	870508
562	Peters, J	4597	870527
563	Worrell, I	4976	870527
564	Kuipers, G	4975	870527
565	Raimey, R	4964	870527
566	Snell, N	4974	870527
567	Kreitzman, T	4972	870527
568	Ruck, R	4970	870527
569	Anderson, J	4969	870527
570	Robinson, C	422	870527
571	Gonzalez, E	4989	870619
572	Bauman, H	4990	870619
573	Kress, D	4988	870619
574	Hicks, R	4981	870619
575	Flynn, W	4987	870619
576	Hodges, D	4980	870619
577	Stewart, D	6986	870619
578	Rosso, M	4979	870619
579	McFadden, R	4985	870619
580	Bell, L	4982	870619
581	Walton, H	4984	870619
582	Sanders, M	846	870619
583	Taylor, S	4995	870717
584	Boone, A	4997	870717
585	Schab, L	4988	870717
586	Schoentube, W	4999	870717
587	Richard, MR	9352	870717
588	Shirden, W	9351	870717
589	Brooks, C	9369	870814
590	Tebesli, I	9367	870814
591	Tonic, K	9362	870814
592	Valdivia, P	9374	870714
593	Feeley, N	9368	870714
594	Padron, J	9360	870714
595	Johnson, Tyrone	9371	870814
596	Davis, Ronald	9365	870814

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597	Prather, M	9373	870814
598	Brown, Dwayne	9372	870814
599	Mitchell, K	9378	870911
600	Caines, W	9379	870911
601	Mathis, C	9382	870911
602	Rooney, J	9381	870911
603	Webb, S	9389	871009
604	Davis, Rodney	9390	871009
605	English, HJ	9387	871009
606	Lavine, C	9391	871009
607	Nelson, M	9394	871009
608	Gilboy, Joseph	9393	871009
609	Rodriquez, B	9392	871009
610	Daniels, Y	9388	871009
611	Greenough, W	9397	871030
612	Maka, R	9401	871030
613	Askew, DD	9399	871030
614	Wilkinson, B	9400	871030
615	Harper, M	3342	871010
616	Bauman, D	9409	871030
617	White, T	9405	871030
618	Roberts, M	9404	871030
619	Smith, Douglas	9406	871030
620	Belton, M	9407	871030
621	Kenney, I	9414	871201
622	Farrell, K	9415	871201
623	Gilboy, James	9416	871201
624	Reed, D	9410	871201
625	Nugent, T	9423	871201
626	Maybank, B	9412	871201
627	Hayes, J	9422	871201
628	Burgess, A	9441	871201
629	Ferguson, C	9411	871201
630	Brown, Gregory	9421	871201
631	Corbert, N	9417	871201
632	Williams, M	9424	871201
633	Vinogradov, BD	9425	871201
634	Smith, John	9430	880101
635	Alonzo, Mario	9434	880101
636	Dodig, Peter	9435	880101

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637	Goudk, Thomas	9436	880101
638	McMullan, George	9437	880101
639	Padgeon, Thomas	9432	880101
640	Lindsay, Derek	9433	880101
641	McCann, Daniel	9449	880219
642	Brickel, Kim	9451	880219
643	Doran, Eugene	9452	880219
644	Bach, Thomas	9454	880219
645	Smith, Robert	9453	880219
646	Perrina, Anthony	9444	880219
647	Mikola, Steven	9443	880219
648	Castle, John	9442	880219
649	Grier, Terence	9445	880219
650	Amato, Richard	9385	880219
651	Kiltzan, John	9446	880318
652	Spence, Douglas	9472	880318
653	Strassner, William	9470	883018
654	Thomas, Leon	9469	880318
655	Merced, Ted	9467	880318
656	Foti, Carmen	9466	880318
657	Lopex, Jose	9464	880318
658	Frantino, Vincent	9462	880318
659	Scott, Wendell	9461	880318
660	Clark, Brian	2451	880318
661	Suter, Ralph	9460	880318
662	Cooper, Morris	9479	880422
663	Conte, Richard	9477	880422
664	Cioffi, Andrew	9485	880422
665	Clairborne, Brian	9490	880422
666	Cohen, Kernell	9486	880422
667	Shelby, William	9478	880422
668	French, David	9494	880513
669	Garnett, Danny	9499	880513
670	Crennan, Thomas	9500	880513
671	Duran, Patricia	9503	880513
672	Barrinouevo, Rosario	9501	880513
673	Broschart, Robert	9495	880513
674	Broschart, Thomas	9502	880513
675	Foushee, Kevin	9496	880513
676	Jenkins, Tyrone	9492	880513

<b>Rank</b>	<b>Name</b>	<b>Emp.No.</b>	<b>Sen. Date</b>
678	Jones, Curtis	9493	880513
679	Kehoe, James	9497	880603
680	Washington, Randolph	9508	880603
681	Pinchot, Dana	9514	880603
682	Chambers, Dwayne	9511	880603
683	Virella, Frederick	9507	880603
684	Westfall, William	9509	880603
685	Hernandez, Ana	9512	880603
686	Joraskie, Michael	9513	880603
687	Jackson, Kelvin	9505	880603
688	Dunda, Bryan	9526	880708
689	Natale, Joseph	9520	880708
690	Knapp, Wayne	9521	880708
691	Jones, Geralynne	9523	880708
692	Jones, William	9522	880708
693	Robinson, Yvonne	9519	880708
694	Wilderson, Shella	9518	880708
695	English, Joseph	9525	880708

**NJ TRANSIT RAIL OPERATIONS, INC.  
SYSTEM ROSTER OF TRAIN SERVICE EMPLOYEES,  
JANUARY 1983  
SUPPLEMENTAL EXPLANATION OF ROSTER NOTES**

- 1 Originally hired on Lehigh and New England; placed on roster through CNJ rights.
  - 2 Originally hired on Lehigh and New England; placed on roster through EL rights.
  - 3 Originally hired on the Reading Company; placed on roster through CNJ rights.
  - 4 Originally hired on the Lehigh Valley; placed on roster through CNJ rights.
  - 5 Originally hired on the Pennsylvania-Reading Seashore Lines, placed on roster through CR rights.
- N Employee currently holding a non-agreement position with NJTRO.
- R Employee is currently restricted from passenger service.

**NOTE:** Employees with payroll numbers of 0000 have as yet not rendered service for NJTRO.

*Appendix No. 2*

The following is the list of terminals established by New Jersey Transit Rail Operations, Inc. as of January 1, 1983:

Hoboken	Suffern	South Amboy
Gladstone	Waldwick	New York
Morristown	Spring Valley	Trenton
Dover	Harrison-Newark	County
Port Jervis	Raritan	Phillipsburg
Middletown	Bay Head	Summit

Additional terminals may be established consistent with the terms of this agreement.

March 31, 1983

Gentlemen:

This to confirm the understanding reached during the negotiation of this Agreement between New Jersey Transit Rail Operations, Inc. and the United Transportation Union, initialed this date, that this Agreement shall be in full force and effect upon the signature of the General Chairman consistent with Article 85 of the Constitution of the United Transportation Union.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

William W. Bouffard  
Treasurer

I CONCUR:

FOR NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

MARTIN GARELICK  
Vice President & General Manager

PATRICIA SEBRON  
Assistant Vice President-Human Resources

FOR UNITED TRANSPORTATION UNION

C.P. JONES  
General Chairman

WILLIAM McANDREW  
Assistant General Chairman

L.W. SWERT  
General Chairman

Dated this \_\_\_\_\_ day of June, 1983



March 31, 1983

Gentlemen:

This is to confirm the understanding reached during negotiations of the Agreement between NJT Rail and the United Transportation Union signed this date with respect to retroactive payments. Employees covered by this Agreement shall receive retroactive payments for work performed from January 1, 1983 through February 28, 1983 covering any differential:

- a) between the hourly rate of pay which employees received under the Final Offer and the applicable hourly rate of pay effective under this Agreement;
- b) and between the overtime provisions of the Final Offer and the provisions of this Agreement, except that employees shall not receive the overtime payments provided in Rule 3 (d) of the Agreement for work on the sixth or seventh day in any work week.

Payments shall be made to individual employees for assignments actually worked based upon the days and times the assignments were bulletined to work, except that for assignments worked during the snowstorm occurring February 11, 1983 through February 13, 1983, employees shall be compensated for actual hours worked.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

**WILLIAM W. BOUFFARD**  
Treasurer

I CONCUR:  
FOR NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

MARTIN GARELICK  
Vice President & General manager

PATRICIA SEBRON  
Assistant Vice President-Human Resources

FOR UNITED TRANSPORTATION UNION

C.P. JONES  
General Chairman

WILLIAM McANDREW  
Assistant General Chairman

L. W. SWERT  
General Chairman

Dated this \_\_\_\_\_ day of June, 1983

March 31, 1983

Gentlemen:

This is to confirm the understanding reached during the negotiation of this Agreement between New Jersey Transit Rail Operations, Inc. and the United Transportation Union signed this date with respect to the application of the attrition provisions of Rule 2 (e) relating to ticket collectors and Rule 4 relating to crew consist. For each employee who retires, dies, or otherwise leaves NJT Rail employment, NJT Rail may either exercise its right under the Agreement to create additional ticket collector assignments under Rule 2 (e) or initiate implementation of a crew consist of one conductor for a two revenue car train. The departure of one employee from NJT Rail employment may be utilized to implement the attrition provisions under one rule or the other, but not both.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours

WILLIAM W. BOUFFARD  
Treasurer

I CONCUR:  
FOR NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

MARTIN GARELICK  
Vice President & General Manager

PATRICIA SEBRON  
Assistant Vice President-Human Resources

FOR UNITED TRANSPORTATION UNION  
C.P. JONES  
General Chairman

William McANDREW  
Assistant General Chairman

L.W. SWERT  
General Chairman

Dated this \_\_\_\_\_ day of June, 1983

Gentlemen:

March 31, 1983

This is to confirm the understanding reached during the negotiation of this Agreement between the New Jersey Transit Rail Operations, Inc. (NJT Rail) and the United Transportation Union with respect to the Supplementary Sickness Benefits Rule. NJT Rail shall determine in good faith whether it is administratively and economically feasible to advance its payments through an insurer under the Railroad Unemployment Insurance Act. If NJT Rail determines that such advancements are feasible, it shall establish guide lines for submission of claims for sickness benefits. An employee advanced payments by NJT Rail who later is determined to be ineligible for benefits under the Railroad Unemployment Insurance Act shall refund amounts so advanced to NJT Rail.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours

**WILLIAM W. BOUFFARD**  
Treasurer

I CONCUR:  
FOR NEW JERSEY TRANSIT RAIL OPERATIONS INC.

**MARTIN GARELICK**  
Vice President & General Manager

**PATRICIA SEBRON**  
Assistant Vice President-Human Resources

FOR UNITED TRANSPORTATION UNION  
**C.P. JONES**  
General Chairman

**WILLIAM McANDREW**  
Assistant General Chairman

**L.W. SWERT**  
General Chairman

Dated this \_\_\_\_\_ day of June, 1983

...

March 31, 1983

Gentlemen:

This is to confirm that during negotiations of the Agreement signed this date, it was agreed that NJT Rail would continue to provide cabooses in the same manner as presently provided and the elimination of any cabooses would be in accordance with Article X - Cabooses of the Agreement between the NCCC and the UTU signed October 15, 1982.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signatures in the space provided below.

Very truly yours,

WILLIAM W. BOUFFARD  
Treasurer

I CONCUR:

FOR NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

MARTIN GARELICK  
Vice President & General Manager

PATRICIA SEBRON  
Assistant Vice President - Human Resources

FOR UNITED TRANSPORTATION UNION

C.P. JONES  
General Chairman

WILLIAM McANDREW  
Assistant General Chairman

L.W. SWERT  
General Chairman

Dated this \_\_\_\_\_ day of June, 1983

Gentlemen:

March 31, 1983

This is to confirm the understanding reached during the negotiation of the Agreement between New Jersey Transit Rail Operations, Inc. (NJT Rail) and the United Transportation Union signed this date with respect to the Time Limit On Claims Rule. A trial period will be conducted under this Rule to permit NJT Rail to determine if the Rule substantially contributes to the generation of an inordinate number of undocumented claims to the appeal stage under section (g) of the Time Limit On Claims Rule. If NJT Rail so determines, NJT Rail may implement at any time between January 1, 1984 and June 30, 1984 the attached Time Limit On Claims Rule which contains a provision for a joint submission identical to that in effect at Conrail as of the effective date of this Agreement. If NJT Rail exercise the option, the amended Rule shall remain in effect until June 30, 1985 and thereafter, until changed in accordance with the provisions of the Railway Labor Act. As amended.

If the foregoing properly sets forth our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

WILLIAM W. BOUFFARD  
Treasurer

I CONCUR:  
FOR NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

MARTIN GARELICK  
Vice President & General Manager

PATRICIA SEBRON  
Assistant Vice President-Human Resources

FOR UNITED TRANSPORTATION UNION

C.P. JONES  
General Chairman

WILLIAM McANDREW  
Assistant General Chairman

L.W. SWERT  
General Chairman

Dated this \_\_\_\_\_ day of June, 1983

*LETTER N° 1*

December 14, 1984  
File: L-169.6

Mr. J.H. Palmer  
Assistant Vice President  
Labor Relations Headquarters  
Consolidated Rail Corporation  
Six Penn Center, Room 1234  
Philadelphia, Pa. 19104

Dear Mr. Palmer:

As per our conversation and agreement on December 5, 1984, enclosed as per your request are five executed copies of the agreement covering Trainmen who express their desire to exercise seniority to Conrail who have been off because of illness, disability, leave of absence, discharge pending appeal, or are full time union representatives and could not submit written notice in accordance with the Implementing Agreement of October 14, 1982.

Very truly yours,

    //S//      
J.S. Baker  
Director - Labor Relations

JSB:pak

Enclosures

**AGREEMENT**

This Agreement entered into this 5<sup>th</sup> day of December, 1984 between New Jersey Transit Rail Operations, Inc., Consolidated Rail Corporation, and the employees represented by the United Transportation Union will apply to those Trainmen who express their desire to exercise seniority to Conrail, in accordance with the terms of the Implementing Agreement of October 14, 1982 under the following circumstances:

It is agreed:

New Jersey Transit Rail Operations employees who, because of illness, disability, leave of absence, discharge pending appeal, or full time union representative position, could not submit written notice to Conrail and NJTRO to flow back who would otherwise been entitled to flow back to Conrail in accordance with Article V(aX2) provided however that the period of illness, disability, leave of absence, discharge pending appeal, or full time union representative position, is consecutive in the preceding six month period prior to May 1 or November 1 of each year.

FOR NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

//S//  
\_\_\_\_\_  
J.S. Baker  
Director - Labor Relations

FOR CONSOLIDATED RAIL CORPORATION

//S//  
\_\_\_\_\_  
J.H. Palmer  
Assistant Vice President  
Labor Relations

FOR UNITED TRANSPORTATION UNION

//S//  
\_\_\_\_\_  
C.D. Winebrenner  
General Chairman



Agreement entered into this 15<sup>th</sup> Day of February, 1985 between the employees represented by the United Transportation Union (UTU) and New Jersey Transit Rail Operations, Inc. (NJTROI) modifying Rule 17 and Rule 18 of the agreement dated March 31, 1983.

It is agreed:

**RULE 17 - REDUCING AND INCREASING FORCES**

a. In reducing forces, seniority will govern. Employees affected by a reduction of force or abolishment of positions will be given twenty-four (24) hours advance notice. A copy of such notice will be posted on bulletin boards, with a copy to the Local Chairman.

Employees whose positions are abolished must exercise their seniority rights to displace junior employees within 48 hours after the date of notification of abolishment. Employees displaced must exercise their seniority in the same manner within 48 hours after the date displaced. Employees who are able to but fail to exercise their displacement rights within the prescribed time limit will revert to the extra list. Employees not possessing sufficient seniority to displace any employees will be placed in furlough status and will be so notified.

Employees who have exercised displacement rights under this rule must meet all the qualifications required of a position to which they have displaced before being permitted to work the assignment.

b. Employees will promptly notify NJT rail in writing, by certified mail, receipt requested, of any change of name or address, and provide a copy to the Local Chairman.

c. When forces are increased, furloughed employees will be notified by mail or telegram, sent to the last address given, and provide a copy to the Local Chairman and will be required to return to service in seniority order.

d. Furloughed employees who fail to return to service within 15 calendar days after being notified in accordance with paragraph "c" of this Rule will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.

**RULE 18 - ANNULMENT OF ASSIGNMENTS**

a. When it is known that the assignment of a regular assigned employee is to be annulled for one day or longer, the employee will be notified at least three hours in advance of reporting time, and if not so notified, will be paid eight hours at the straight time rate.

When a regular assignment is annulled for one day or more, an employee holding the assignment may elect to remain on it or exercise seniority to another assignment that has not been annulled. If he elects to exercise seniority to another assignment, he must do so within eight hours of the time he is notified of the annulment or completion of his trip or tour of duty preceding the date of the annulment.

b. Advance notice before annulling assignments is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, strike, or derailment, provide that such conditions result in suspension of NJT Rail's operation in whole or part. Such emergency annulments will be confined solely to those work locations directly affected by any suspension of operation.

Employees who are affected by an emergency annulment and report for work without having been previously notified to report for work, will receive two hours pay at the applicable rate of their position. If employees work any portion of the day, they will be paid in accordance with Rule 2. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

Signed at Newark, New Jersey, this 15<sup>th</sup> Day of February 1985.

FOR NEW JERSEY TRANSIT RAIL  
OPERATIONS, INC.

FOR THE UNITED  
TRANSPORTATION UNION

        //S//          
James S. Baker  
Director - Labor Relations

        //S//          
C.D. Winebrenner  
General Chairman

RULE 16 - BULLETINS AND ASSIGNMENTS

Agreement entered into this 19<sup>th</sup> day of June, 1985, between the employees represented by the United Transportation Union (UTU-C & T) and New Jersey Transit Rail Operations, Inc. (NJTROI) modifying the provisions of Paragraph (A) of Rule 16 as follows:

a. New assignments, readvertised assignments, Extra Board positions, and vacancies will be advertised every Thursday. The advertising period will close 11:59 p.m. the following Monday and assignments will be made effective 11:00 a.m. the following Thursday.

Signed this 19<sup>th</sup> day of June 1985.

For New Jersey Transit Rail  
Operations, Inc.

For the United Transportation Union

//S//  
\_\_\_\_\_  
J.S. Baker  
Director - Labor Relations

//S//  
\_\_\_\_\_  
C.D. Winebrenner  
General Chairman

DISPLACEMENT

Agreement entered into this 19<sup>th</sup> day of June, 1985, between the employees represented by the United Transportation Union (UTU-C & T) and NJ TRANSIT Rail Operations, Inc. (NJTROI).

It is agreed:

All Conductors and Trainpersons who, are entitled to exercise their seniority by displacement in accordance with Rule 16, 17, 18, or 20, must make their displacement at least four (4) hours in advance of the reporting time of the assignment on which they elect to displace. The four (4) hour limit does not apply when a Conductor or Trainperson exercise his/her seniority to an Extra List.

Signed on this 19<sup>th</sup> day of June 1985.

For New Jersey Transit Rail  
Operations, Inc.

For the United Transportation Union

    //S//      
J.S. Baker  
Director - Labor Relations

    //S//      
C.D. Winebrenner  
General Chairman

Agreement entered into this 19<sup>th</sup> day of February, 1987 between New Jersey Rail Operations, Inc. (NJTRO) and the employees represented by the United Transportation Union (UTU) on the interpretation of Rules 16i, 16j, 28, and 37b.1.

- Q. 43 With respect to Rule 16i what does "at the location" mean?
- A. "At the location" for the purpose of this rule means in the District, for example "in the Hoboken District" or "in the Newark District."
- Q. 44 With respect to Rule 16j how will a permanent vacancy for a trainman for which no valid applications are received be filled?
- A. The vacancy shall be filled by force assigning the most junior qualified person from the extra list(s) in the applicable District.
- Q. 45 What shall constitute proof that conditions did not allow a lunch period to be taken by a non passenger service employee?
- A. A notation in the dispatcher's log that time off for lunch was refused and/or the signature of a transportation official shall constitute the necessary proof.
- Q. 46 With respect to Rule 37b.1 are Yardmaster, Claim Agent, and Train Dispatcher considered official positions with NJT Rail?
- A. Yes. These positions will be considered official positions for the purpose of this rule. However, employees accepting such positions shall not be allowed to exercise seniority unless furloughed, disqualified, restricted, resigning, or dismissed from such official position.

Signed at Newark, New Jersey, this 19<sup>th</sup> day of February, 1987.

**FOR THE NEW JERSEY RAIL  
OPERATIONS**

**FOR THE UNITED  
TRANSPORTATION UNION**

\_\_\_\_\_  
*//s//*  
James S. Baker  
Director-Labor Relations

\_\_\_\_\_  
*//s//*  
D. J. Bogen, Jr.  
General Chairman

G. Warrington, Vice President/General Manager and Dan Bogen, General Chairman of the United Transportation Union, have reached an agreement to provide parking at Trenton for those T & E employees working assignments that go on duty at Trenton.

Parking will be provided at the Station Plaza Parking Garage located on Raul-Wallenberg Avenue. Parking is non-reserved and employees may park in any available spaces.

Monthly passes will be issued by the Transportation Department to the T & E employee holding regular assignment going on duty in Trenton as follows:

- 1) Employee holding a regular assignment in Trenton must complete a Parking Permit Application.
- 2) A copy of the vehicle(s) registration must accompany the application form.
- 3) Completed application are to submitted to the Trainmaster's Office in New York.
- 4) Employee who either lose or damage a monthly pass will be required to pay a \$10 replacement fee.
- 5) If an authorized pass holder leaves his pass home or some other reason does not have it with him, he will then be required to pay the full parking fee upon exit and will not be reimbursed.
- 6) When an individual is displaced or no longer holds a regularly assigned position in Trenton, his parking pass will be electronically deactivated in the system. This individual is required to return the parking pass to New York by the next working day.

Extra List employees working an assignment in Trenton will park in the garage, and are required to pay the normal parking fee upon existing. Employees must obtain a receipt in order to be reimbursed.

The employee is to present his parking receipt to the Trainmaster's Office in New York for validation. The validated receipt will then be presented to the Ticket Receivers Office in New York for reimbursement.

Monthly pass holders will use the exit gate which is electronically controlled for existing. Daily parkers will use the manned gate where payment is received upon existing.

          //s// 2-1-89  
W. R. Knapp Date  
Superintendent  
Newark Division

          //s// 2-1-89  
I Concur, Date  
D.J. Bogen, General Chairman  
United Transportation Union

*LETTER NO. 7*

Whereas New Jersey Transit Rail Operations will begin operating train service on the Atlantic City Rail Line on or about September 17, 1989 it is agreed that:

The agreement dated March 31, 1983, between the UTU and NJTROI as amended is applicable to all service performed on any train on any line of the railroad operated for the new Atlantic City Rail Line.

The Existing Agreement between the UTU and NJTROI is interpreted to mean as follows for the Atlantic City Rail Line.

**HOME TERMINAL**

The Home Terminal will be in Atlantic City and crew facilities as per Rule 33 will be maintained. Parking will be provided for each train crew member at the Home Terminal facility.

**EXTRA LISTS**

The Extra Lists will be established and maintained at the Home Terminal in Atlantic City. All vacancies will be covered by Conductors/Trainpersons registered on the Atlantic City Extra Lists.

When the Atlantic City Extra List is exhausted Conductors/Trainpersons will be called from the following lists in this order: 1st the Trenton Extra Lists, 2nd the Long Branch extra lists, 3rd the New York Extra Lists, 4th the Hoboken Extra Lists.

Deadhead and expenses will be paid as follows:

**TRENTON**

Anyone called off the Trenton Extra Lists will be paid three (3) hours in each direction at the applicable pro rata rate of pay for each tour of duty.

**LONG BRANCH**

Anyone called off the Long Branch Extra Lists will be paid three (3) in each direction at the applicable pro rata rate of pay for each tour of duty.

Gas miles will be paid plus any tolls when receipts are submitted for each tour of duty.



## NEW YORK

Anyone called off the New York Extra Lists will be paid four (4) hours in each direction at the applicable pro rata rate of pay for each tour of duty.

Gas miles will be paid plus any tolls when receipts are submitted for each tour of duty.

## HOBOKEN

Anyone called of the Hoboken Extra Lists will be paid four (4) hours in each direction at the applicable pro rata rate of pay for each tour of duty.

Gas miles will be paid plus any tolls when receipts are submitted for each tour of duty.

Train and Engine crews will go on and off duty at the same time. The on and off duty times will be as are in effect at Trenton, NJ on the day service commences.

## CALLING TIME

Extra Crews called off the Atlantic City Extra Lists will be called at least four (4) hours in advance of the on duty time.

Conductors/Trainpersons who wish to mark off from an assignment must do so at least five (5) hours in advance of starting time for their assignment.

Conductors/Trainpersons resuming after having been off must report back on at least five (5) hours in advance of starting time for their assignment.

Extra men called off any other lists will be called at least four (4) hours before starting time.

## ATTENDING BOOK OF RULES, ETC.

Conductors/Trainpersons who are required to attend any book of Rules Classes, Training Classes, etc., that are held outside of Atlantic City will be paid the earning of their assignment or the assignment for which they stood, if no time is lost they will be paid a minimum day. They will also be paid the deadhead allowance and car miles as specified in this agreement.

UTU Representatives representing UTU members at a hearing or investigation held in Atlantic City will be paid the earnings of their assignment or the assignment for which they stood, if no time is lost they will be paid a minimum day. They will also be paid the deadhead allowance and car miles as specified in this agreement.

#### QUALIFYING ON PHYSICAL CHARACTERISTICS

Any Conductor who bids to and is awarded a position that performs service on the Atlantic City Line, who is force assigned or who displaces to a position that perform service on the Atlantic City Line will be paid to qualify from this date up to and including February 28, 1991.

#### BULLETIN AND AWARDS

All initial assignments will be bulletined and awarded before August 15, 1989. The successful bidders will be qualified and paid as per this agreement. The assignments that are vacated by this process will not be advertised until the initial successful bidders enter service on the Atlantic City Line. Should any initial bidder be displaced by a senior employee he/she will not be released from his/her assignment until the employee making the displacement becomes qualified in accordance with this agreement and will then be released with displacement rights.

#### PAY FOR QUALIFYING

Pay will be allowed up to fifteen (15) days from Trenton to Philadelphia and four (4) days from Philadelphia to Atlantic City. Conductors qualifying will be paid the earnings of their assignment or the assignment for which they stood with a minimum of one (1) day plus two (2) hours at the overtime rate. Should no time be lost they will be paid one (1) day plus two (2) hours at the overtime rate. Time spent qualifying after having been paid forty (40) straight hours will be paid at time and one-half with a minimum of ten (10) hours. This allowance will be paid to those Conductors who qualify from this date up to and including February 28, 1991.

**GENERAL**

NJTRO may start immediately to qualify Conductors as follows: first all Conductors on the Trenton Extra List, second all Conductors on the Long Branch Extra List, third all Conductors on the New York Extra List, fourth all Conductors on the Hoboken Extra List.

For the United Transportation Union

For New Jersey Transit Rail  
Operations

                  //s//                    
D. J. Bogen, Jr.  
General Chairman

                  //s//                    
R. Potkul  
Asst. Vice President

                  //s//                    
W. Murphy  
Director Labor Relations

July 28, 1989

December 21, 1989

Mr. D. J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad Street - Suite 1126  
Newark, NJ 07102

FILE: L-141-UTU-T

Dear Mr. Bogen:

It is agreed when qualified trainmen and or conductors operate train between Penn Station , New York and Sunnyside Yard, Queens, New York, the following shall govern:

- a) The trains must be in non-revenue service.
- b) They must be manned by a minimum of one Conductor/Trainperson who will be paid the Conductors rate of pay for his/her entire tour of duty.
- c) The Crew member manning trains in service between Penn Station, N.Y. and Sunnyside Yard, Queens, Long Island, N.Y. and Sunnyside Yard and Penn Station, N. Y. Will be paid one (1) hour at the pro rata rate of pay in addition to all other allowance paid for each tour of duty, regardless of the number of trips between the above two locations which may be made during that tour of duty.
- d) It is agreed and understand that any payment as described above applies exclusively to those movements between Penn Station, N.Y. and Sunnyside Yard, Queens, N.Y. or to any points between the two (2) named points.
- e) This agreement will become null and void if NJ TRANSIT establishes and maintains a terminal, as provided in Rule 33 of the Agreement between the UTU and NJ TRANSIT effective June 1983, at Sunnyside Yard, Queens, Long Island, N.Y.

If the above accurately reflects our understanding, please affix your signature below.

Very truly yours,

          //s//            
William B. Murphy  
Director of Labor Relations

I concur:

          //s//            
D.J. Bogen  
General Chairman

December 21, 1989

Mr. D. J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad Street  
Suite 1126  
Newark, NJ 07102

FILE: L-141-UTU-T

Dear Mr. Bogen:

It is agreed, when qualified Conductors and or Trainpersons disconnect jumper cables at Sunnyside Yard, Queens, New York, the following shall govern:

- a) Conductors/Trainpersons disconnecting the jumper cables from trains in their charge at Sunnyside Yard, Queens, Long Island, N. Y. Will be paid fifteen (15) minutes at the pro rata rate of pay in addition to all other allowances paid for each time they are required to perform this service.
- b) It is agreed and understood that the payment as described above applies exclusively to the disconnecting of jumper cables at Sunnyside Yard, Queens, Long Island, N. Y.

If the above accurately reflects our understanding, please affix your signature below.

Very truly yours,

    //S//      
William B. Murphy  
Director of Labor Relations

I CONCUR:

    //S//      
D.J. Bogen, General Chairman

December 28, 1989

Mr. D.J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad Street - Suite 1126  
Newark, NJ 07102

FILE L-241-UTU (T)

Dear Mr. Bogen:

It is agreed and understood that the following uniform fee allowance schedule shall apply to all train service employees entering to active service after July 1 of the contract year:

July, August, September	100%	\$175.00
October, November, December	75%	131.25
January, February, March	50%	87.50
April, May, June	25%	43.75

If the above accurately reflects our understanding, please affix your signature below.

Very truly yours,

I CONCUR:

    //S//      
William B. Murphy  
Director-Labor Relations

    //S//      
D.J. Bogen  
United Transportation Union (T)

WBM:smh

/UNIFORMALL (1)

February 23, 1990

Mr. Daniel J. Bogen  
General Chairman  
United Transportation Union  
744 Broad Street-Suite 1126  
Newark, New Jersey 07102

Mr. Gregory Barbati  
General Chairman  
Brotherhood of Maintenance of way  
Employees  
Raymond - Commerce Building -  
Suite 1425  
1180 Raymond Boulevard  
Newark, New Jersey 07102

Gentlemen:

After discussing with each of you your respective concerns regarding the manning of self-propelled machines on the property, it is mutually agreed by the parties that the following principles shall govern:

The following work situations will accrue to the United Transportation Union:

1. All contractors working along NJ TRANSIT Rail Operations (NJTRO's) right of way. (Conductors)
2. Any crane operating on any line and/or terminal areas. (Conductors)
3. Sperry Rail Cars. (Conductors)

The following work situations will accrue to the BMW Employees:

4. All self-propelled machinery, moving light, such as Rail Grinders, High-Rail Vehicles, Geometry Cars, Clearance Car, Cranes working in System rail or rail or tie gangs, Weed Sprayer and Super Sucker and Boom Trucks. (System rail or tie gang for the purpose herein means a rail or tie gang working on a track taken out of service by bulletin order and if an adjacent track is involved the bulletin order will contain an obstruction order.)
5. All specialized equipment without a drawbar, i.e. Tie Handler, Injector, Anchor Machines, etc. operated and supervised by NJ TRANSIT Maintenance of Way Employees.



Mr. Daniel J. Bogen  
Mr. Gregory Barbati  
Page No. 2

It is understood that the equipment listed in Item #4 and #5 will not be utilized to move any standard rail car (except idler).

If the above accurately reflects our understanding in this matter, please affix your signature below.

Sincerely,

          //S//            
Joseph S. Crawford, Jr.  
Deputy General Manager - Operations

I CONCUR:

          //S//            
Daniel J. Bogen, General Chairman  
United Transportation Union (T)

I CONCUR:

          //S//            
Gregory Barbati, General Chairman  
Brotherhood of Maintenance of  
Way Employees

Copy to : Phil Charles  
          Chuck Leo

July 30, 1991

LETTER 12

Mr. Donald J. Bogen  
General Chairman,  
United Transportation Union (C)& T  
744 Broad Street - Suite 1126  
Newark, NJ 07102

Re: Rule 2-Classification and  
Basis of Pay

Dear Mr. Bogen:

The following are the agreed to changes of Attachment 3 of Paragraph (g), Rule 2 and will be incorporated replacing the existing Attachment 3 as follows:

**Attachment 3: On and Off Duty Times for Train Crews Hoboken District.**

Terminal	Initial		Intermediate		Final	Deadhead		Final
	On	Off	On	Off	Off-yard	On	Off	Off-Station
Dover	45	30	30	10	30*	15	15	15**
Gladstone	45	30	30	10	30*	15	0	15**
Hoboken	30	30	30	10	30*	15	0	15**
Port Jervis	45	30	30	10	30*	15	0	15**
Suffern	45	30	30	10	30*	15	15	15**
Woodbine	45	30	30	10	30*	15	0	15**

NOTE: Ticket Collector Assignments will be allowed 15 minutes on duty and 10 minutes off duty at all initial, intermediate and final terminals.

\* The final off-duty times indicated shall be taken from the arrival time at the station when yarding trains or equipment is required.

\*\* The final off-duty times indicated shall be taken from the arrival time at the station when trains or equipment are terminated at the station.

Very truly yours,

I CONCUR:

\_\_\_\_\_  
//S//

William B. Murphy  
Director-Labor Relations

\_\_\_\_\_  
//S//

D.J. Bogen  
General Chairman, UTU-T

WBM:smh

cc: W. Knapp, A. Duncan, A. Baker, M. Bischer

December 11, 1991

Mr. Donald J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad Street - Suite 1126  
Newark, NJ 07102

Dear Mr. Bogen:

FILE: L-141-UTU-T  
Caboose Standard and  
Servicing Requirements

This letter serves to confirm our understanding as it relates to caboose standards and servicing requirements:

Caboosees that are used in service must meet the following conditions:

- (a) Unless otherwise agreed, cabooses operated in service will be of steel construction and equipped with, but not limited to, the following features:

Steel Wheels	Safety Glass or Lexan windows
Hand Brakes	Safety Handrail in center
Electric Lights and marker	Automatic heater
Toilet meeting Federal	Fuel tank
Specifications	Ice box or other type of refrigeration
Stainless steel or	Window screens (April 1 to October 1)
galvanized water tank	Seat Cushions
Stainless steel or vitreous	
Lavatory	

- (b) Cabooses will be supplied with:

Red Flags	Water for washing and bottled water
Fuses	Soap
Torpedoes	Paper Towels
Fuel (October 1 through	Toilet paper
April 1 or when ambient	Ice or other type of refrigeration
temperature falls below	
50 degrees)	

Mr. Donald J. Bogen  
General Chairman  
United Transportation Union (T)  
Re: Caboose Standards and Servicing  
Requirements

- (c) Caboose water tanks will be cleaned at regular intervals to maintain them in a sanitary condition.
- (d) Cabses will be cleaned and properly supplied by personnel other than Conductors and Trainmen. Supplies will be properly stored on Cabses by personnel other than Conductors and Trainmen: however, Conductors and Trainmen will be responsible for knowing that the Caboose they use is provided with flagging supplies. Trainmen will keep the Caboose they use in a clean and orderly condition.
- (e) Conductors and Trainmen will not be required to operate with a caboose that is not clean, adequately supplied or in proper condition. When a Conductor reports a caboose as unfit for service, the basis for complaint will be corrected or the unsatisfactory caboose will be replaced with one in proper condition. They will not be disciplined for refusing a caboose that is not in the required condition. This paragraph ( ) applies at Hoboken, the MMC, Long Branch, Bay Head, Raritan, Suffern, Spring Valley, Dover, Gladstone and Port Jervis.
- (f) Conductors and Trainmen reporting at other terminals will not be required to operate with a caboose which is not clean, adequately supplied or in proper condition if the improper condition had been reported on the previous tour of duty when the caboose was in service. Conductors must report cabses which are not clean, adequately supplied or in proper condition to the Train Dispatcher.

Sincerely,

//S//  
William B. Murphy  
Director-Labor Relations

WBM:smh

I CONCUR:

//S//  
Donald J. Bogen, General Chairman  
United Transportation Union-T

March 9, 1992

Mr. Donald J. Bogen  
General Chairman, UTU  
744 Broad Street, Suite 1126  
Newark, NJ 07102

Subject: Amendment to Atlantic City  
Agreement  
File No: L-010-UTU (C)& T

Dear Mr. Bogen:

This will serve to confirm our understanding that whenever it becomes necessary to utilize the Atlantic City extra list to cover vacancies, protected by other established extra lists; deadhead and expenses will be paid as follows:

Trenton, Long Branch

Anyone called off the Atlantic City Extra List to fill vacancies protected by the above lists will be paid three (3) hours in each direction at the applicable pro-rata rate of pay for each tour of duty.

New York, Hoboken

Anyone called off the Atlantic City Extra List to fill vacancies protected by the above lists, will be paid four (4) hours in each direction at the applicable pro-rata rate of pay for each tour of duty.

Gas miles will be paid plus any tolls when receipts are submitted for each tour of duty.

If the above accurately reflects our understanding, please affix your concurrence below.

Very truly yours,

    //S//      
William B. Murphy

I Concur:

    //S//      
Donald J. Bogen, General Chairman  
United Transportation Union (C)& T

March 12, 1992

Mr. Dan Bogen  
744 Broad Street  
Suite 1126  
Newark, NJ 07102

Re: Transportation Observation/Revenue Team

Dear Mr. Bogen:

As we discussed, in our last meeting, it's to our mutual benefit to initiate a team of qualified conductors working in a special duty capacity to perform revenue collection observation as well as performing other supervisory and transportation related tasks. This team concept is based on the LIRR's successful Transportation Test Team which has been in existence since the late 1960's.

Details concerning NJ TRANSIT'S Team are listed below:

**Team Name: Transportation Observation/Revenue Team (TORT)**

**Team Composition:**

Six (6) qualified, promoted conductors including a Lead conductor responsible for Team coordination. The Team will report to the office of the DGM - Operations. The Team will be considered special duty salaried employees.

**Responsibilities:**

Performance and inspection of on-board revenue collection.

Analysis of on board revenue collection data making recommendations to maximize same.

Observing train service employee procedures to ensure compliance with NJT Rail rules and policies.

Observing passenger, station and train operations to provide information for transportation needs analysis.

Evaluating train service employee observations and recommendations concerning revenue collection, passenger, station and train operations.

Responsible for completing and submitting all required reports.

Other related duties as assigned by supervisor.

**Selection requirements:**

Promoted, qualified conductor

Worked conductor assignment

Possess an exemplary work record (including, attendance, safety, discipline)

Demonstrate effective oral and written communication skills

Have the respect of peers and supervision

Positions will be posted by a special bulletin. If a sufficient number of candidates do not meet the requirements, the remaining positions will be re-advertised at a later date.

**Compensation:**

Health and Welfare Benefits would be covered by union contract

Separate rate for Lead conductor: \$21.63/hour or 45,000 annually

Rate for remaining conductors: \$20.67/hour or \$43,000 annually

(Regular conductors rate: \$17.42/hour or \$36,234 annually)

Pay Rate would increase based on contract

Team temporary vacancies (vacation, sick, etc.) will not be backed-filled

Scheduled hours and relief days as requirements dictate.

Sincerely,

    //S//    

Joseph S. Crawford, Jr.  
Vice President & General Manager  
JSC/sng

March 17, 1992

Mr. Daniel J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad Street - Suite 1126  
Newark, NJ 07102

Dear Mr. Bogen:

This letter is to confirm our understanding as it relates to when conductors are required to assist passengers in the use of the movable operating platforms at Red Bank and anywhere on the property where such movable operating platforms are installed and put into use:

- Conductors will be required to assist passengers in the use of movable operating platforms as needed
- Conductors will give special attention and offer any assistance to such platform users upon request
- Conductors will be paid 15 minutes at the pro rata rate each day, excluding the training period, that they are required to assist in the use of the movable operating platforms
- Conductors must operate the movable operating platform in a safe and efficient manner and ensure that they are left in a safe position. Any malfunctions or problems are to be reported immediately to the dispatcher

Further, I have been advised that in accordance with the Bylaws and in consultation with the Attorney General' Office. NJ TRANSIT will defend and indemnify its employees for all damages incurred by them in connection with their employment to the full extent permitted by law. Pursuant to the New Jersey Tort Claims Act, if one of our employees is named as defendant in a lawsuit alleging that he or she acted in a negligent fashion, causing an injury to a disabled passenger as a result of operating the platform or otherwise providing the passenger with assistance, the Attorney General's Office will defend and indemnify an employee at NJ TRANSIT'S Expense.



Mr. Daniel J. Bogen  
General Chairman  
United Transportation Union (T)  
Page 2

The initial decision to defend and indemnify an employee and to continue that representation depends upon the totality of the circumstances surrounding the complaint and the full cooperation of the employee in question to the extent provided by the Tort Claims Act, such indemnification includes the payment of compensatory damages which may awarded the Plaintiff arising out of the lawful conduct of the employee.

NJ TRANSIT may also indemnify an employee for punitive damages where the Attorney General determines that the employee's actions did not constitute the commission of a crime, willful misconduct, actual fraud, actual malice, or conduct arising outside the scope of employment. However, if the Attorney General concludes that the employee acted improperly in this fashion, any punitive damages awarded will be payable by the employee directly. Usually, such a determination cannot be made until the litigation has been concluded and the entire record of the matter is completed. If, however, during the course of the litigation, it becomes apparent that the employee acted beyond the scope of his or her employment, committed a crime, or that his or her actions were the result of willful misconduct, actual fraud, or actual malice, the Attorney General and NJ TRANSIT must decline further representation and indemnification for both compensatory and punitive damages must be denied.

It is understood and agreed that this Memorandum of Understanding can be canceled upon 15 days written notification by either party.

Sincerely,

          //S//            
Joseph S. Crawford, Jr.  
Vice President &  
General Manager

I CONCUR:

          //S//            
Daniel J. Bogen, General Chairman  
United Transportation Union (C)& T)

December 19, 1994

*LETTER N° 17*

Mr. D.J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad St. - Suite 1126  
Newark, NJ. 07102

Dear Mr. Bogen:

It is agreed that the following language shall be effective December 7, 1994, and incorporated into the questions and answers:

**Q Can a Conductor/Assistant be used as an Instructor?**

**A Yes, in accordance with the following provisions:**

**CONDUCTOR/ASSISTANT CONDUCTOR USED AS AN INSTRUCTOR**

- a) **When an Assistant Conductor-Trainee is required to receive on-the-job training, the Conductor/Assistant Conductor on the job selected shall instruct about the responsibilities and functions of the Assistant Conductor under the actual working conditions.**
- b) **NJ TRANSIT Rail shall select the Assistant Conductor-Instructor but shall advise the General Chairman sufficient in advance of the selection to permit him to offer his recommendation. However, it is understood that the final decision rests with NJ TRANSIT Rail. The Conductor/ Assistant Conductor chosen shall not be required to serve as an Assistant Conductor-Instructor.**
- c) **An Assistant Conductor-Instructor shall receive an additional 15 minutes pay at the straight time rate for each day they perform duties as an Assistant Conductor-Instructor.**
- d) **Assistant Conductor-Instructors shall be required to complete a training progress report at the end of each tour of duty on a form prescribed and furnished by NJ TRANSIT Rail.**

Mr. Dan J. Bogen  
General Chairman  
United Transportation Union (T)  
December 19, 1994  
Page 2

If the above accurately reflects the terms and conditions of our agreement, please affix your signature below.

I CONCUR:

Very truly Yours

          //S//            
D.J. Bogen, General Chairman

          //S//            
William B. Murphy  
Director-Labor Relations

August 3, 1995

Mr. Dan J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad Street - Suite 1126  
Newark, NJ. 07102

Dear Mr. Bogen:

It is understood and agreed the following represents our agreed upon interpretation of Rule 30 concerning qualifying requirements of the start-up of the Kearny Connection Service:

○ **Qualifying of Physical Characteristics**

Any Conductor who bids to and is awarded a position that performs service on the Kearny Connection, who is force assigned or who displaces to a position that performs service on the Kearny Connection will be paid to qualify from this date up to and including eight (8) months from the starting date of the Kearny Service.

○ **Bulletin and Awards**

All initial assignments will be bulletined and awarded before January 29, 1996. The successful bidders will be qualified and paid per this agreement. The assignments that are vacated by this process will not be advertised until the initial successful bidders enter service on the Kearny Connection service. Should any initial bidder be displaced by a senior employee, he/she will not be released from his/her assignment until the employee making the displacement becomes qualified in accordance with this agreement and will then be released with displacement rights.

○ **Pay for qualifying**

Pay will be allowed up to eleven (11) days from Sunnyside yard to Hunter. Conductors qualifying will be paid the earnings of the assignment or the assignment for which they stood with a minimum one (1) day plus two (2) hours at the previous rate.

Mr. Dan J. Bogen  
General Chairman  
United Transportation Union (T)  
August 3, 1995  
Page 2

Should no time be lost they will be paid one (1) day plus two (2) hours at the overtime rate. Time spent qualifying after having been paid forty (40) straight time hours will be paid at time and one-half with a minimum of ten (10) hours. This allowance will be paid to those

Conductors who qualify from this up to and including eight (8) months from the start of the Kearny Connection Service.

o General

NJTRO may start immediately to qualify all conductors on the Hoboken Extra List.

If the above accurately reflects the terms of this agreement, please affix your signature below:

I CONCUR:

Sincerely

    //S//      
Dan J. Bogen, General Chairman  
United Transportation Union (T)

    //S//      
William B. Murphy  
Director - Labor Relations

February 15, 1996

Mr. D.J. Bogen  
General Chairman, UTU  
744 Broad Street., Suite 1126  
Newark, NJ. 07102

File UTU L-141  
Subject: Vacation

Dear Mr. Bogen:

This is in reference to our discussion regarding vacation entitlement of current NJ Transit employees transferring to UTU(C&T) represented positions.

As discussed, the parties have agreed to define current NJ Transit employees as employees working in the Rail, Bus, or Headquarters Division of New Jersey Transit.

The parties agree that employees transferring into UTU(C&T) represented positions from the Bus, Rail or Headquarters Division of NJ Transit will use their earliest retained service date for the purpose of calculating vacation. The definition will be applied for the calculation of 1996 vacation entitlement going forward.

If the above correctly reflects our understanding, please affix your signature in the space provided below.

Sincerely,

I Concur:

          //S//            
William B. Murphy  
Assistant General Manager  
Labor Relations/Administration

          //S//            
D.J. Bogen  
General Chairman, UTU

cc: Charles, P.

Q&A Dated October 16, 1996

**ELIGIBILITY**

To be eligible for single day vacation leave, the employee must be qualified for one (1) week of vacation.

          //S//            
William B. Murphy  
Assistant General Manager  
Labor Relations

          //S//            
Donald J. Bogen  
General Chairman  
United Transportation Union (C&T)

          //S//            
William R. Knapp  
Deputy general Manager  
Transportation

Q. May NJTRO establish Utility Lists to protect all other passenger service?

A. Yes, NJTRO may establish Conductor and Asst. Conductor Utility Lists. Such Conductors and Asst. Conductors must also be available for an accept calls for passenger service if the passenger lists are exhausted. Passenger Service Lists must also be available for and accept calls for Other Than Passenger Service Lists whenever the Utility Lists are exhausted.

Q. In accordance with Item 1 of Q&A 98 may an Asst. Conductor be used to protect contractors working along NJTRO's right-of-way?

A. Yes, provided they have received training as a flagman, a Form D is not required, and tracks are not obstructed or out of service while they are working their assignment. Nor will they be utilized to pilot any on-track vehicle. When the Asst. Conductor is used to perform this service they will be paid at the 100% Conductor's rate of pay.

I concur:

          //S//            
William R. Knapp  
Deputy General Manager  
Transportation

I concur:

          //S//            
Donald J. Bogen  
General Chairman  
United transportation Union

I concur:

          //S//            
William B. Murphy  
Assistant General Manager  
Labor Relations and Administration

Oct. 17, 1996



October 24, 1996

Mr. Dan J. Bogen  
General Chairman, UTU (C&T)  
744 Broad Street - Suite 1126  
Newark, NJ 07102

Dear Mr. Bogen:

Please be advised that the IRS established milage rate for 1996 has been increased from .30 cents to .31 cents per mile. As such, in compliance with Rule 19 of the Collective Bargaining Agreement, the difference of .01 cents per mile will be payable to those employees affected by such change effective November 7, 1996.

This payment will appear as a separate line item on the check stub and is not taxed as income.

Very truly yours,

    //S//      
William B. Murphy  
Assistant General Manager  
Labor Relations/administration

cc: M. Bischer  
S. Facen

May 1, 1997

William R. Knapp  
DGM Transportation

Stephen J. Klejst  
AGM Safety and Training  
New Jersey Transit  
One Penn Plaza  
Newark, NJ 07105

Mr. Dan J. Bogen  
General Chairman  
United Transportation Union  
7 Cedar Street- Suite 24  
Summit, NJ 07901

Dear Gentlemen:

In an attempt to further enhance the Conductor's and Assistant Conductor's ability to keep constant with the various changes in equipment such as Comet IV cars, Conductor(s) and Assistant Conductor(s) will be updated as to these needs by designated Transportation and Mechanical Department personnel.

Conductor(s) and Assistant Conductor(s) will be notified the day before their regular reporting time as to the time and date they are to report for instructional training.

To the extent practicable, most assignments will be required to report one (1) hour in advance of these advertised reporting times, however, some assignments may require one (1) hour in the middle or end of the tour of duty.

Conductor(s) and Assistant Conductor(s) will be compensated one (1) hour at time and one half, in addition to the earnings of their assignment.

This agreement is for training purposes only and does not negate any other agreement nor the provision of Award 13 of Special Board of Adjustment 952

The above correctly reflects the intent of both parties and satisfies all terms and conditions of the Collective Bargaining Agreement.

Sincerely,

          //S//            
William B. Murphy  
Assistant General Manager  
Labor Relations/Administration

I Concur:

          //S//            
Dan J. Bogan  
General Chairman-UTU

I Concur:

          //S//            
William R. Knapp  
DGM Transportation

I Concur:

          //S//            
Stephen Klejst  
AGM Safety & Training

cc:     R. Randall  
       R. Smith  
       M. McGinley  
       A. Baker  
       A. Mercogliano  
       M. Bischer

March 23, 2000

Letter No 24

Mr. Dan J. Bogen  
General Chairman  
United Transportation Union  
7 Cedar Street- Suite 24  
Summit, NJ 07901

Dear Mr. Bogen:

Subject: Uniform Allowance

The following is the proposed changes that we discussed regarding Rule 5 - Uniforms. This change is necessary to reflect the modification that was made to the clothing allowance.

Effective April 1, 2000, employees entering active service after April, 2000 will have the following uniform fee schedule applied.

<u>April 1, 2000</u>		
Month Entered Service	Percent	Amount
	<u>Received</u>	<u>Received</u>
April, May, June	100%	\$375.00
July, August, September	75%	\$218.25
October, November, December	50%	\$187.50

Effective January 1, 2001, employees entering active service after January 1, 2001, and thereafter will have the following uniform fee schedule applied.

<u>April 1, 2001</u>		
Month Entered Service	Percent	Amount
	<u>Received</u>	<u>Received</u>
January, February, March	100%	\$375.00
April, May, June	75%	\$218.25
July, August, September	50%	\$187.50
October, November, December	25%	\$ 93.75

If the above accurately reflects our understanding, please affix your signature below.

I concur:

          //S//            
William B. Murphy  
Assistant General Manager  
Labor Relations & Administration

I concur:

          //S//            
Donald J. Bogen  
General Chairman - UTU

**PROPOSED MONEY PURCHASE PENSION PLAN  
FOR NJ TRANSIT RAIL OPERATIONS EMPLOYEE**

The following is a summary of the principle features to be incorporated in the proposed money purchase pension plan (Plan) for all NJ TRANSIT Rail Operation (NJTRO) employees in the employment of NJTRO or hired after the effective date of the Plan.

The provisions of this plan can be modified in the development of the actual plan document if they are not inconsistent with the principle features summarized below. NJTRO may adopt amendments which may be necessary or appropriate to qualify or maintain the status of the Plan under Section 401 (a) of the code or any other applicable section of law (including ERISA) and the Regulations issued thereunder as now in effect or hereafter amended or adopted.

**ITEM 1 - QUALIFICATIONS**

The Plan will be a funded, defined contribution money purchase pension plan covered by Section 401 (a) of the Internal Revenue Code as applicable to governmental plans. All contributions made by the employer, as well as any earnings thereon and proceeds thereof, will be held in a separate trust that is exempt from taxation under Section 501 (a) of the IRS code.

**ITEM 2 - ELIGIBILITY**

All full-time permanent employees will be covered under the Plan. The Plan will have an effective date of July 1, 1989 or when the agreement employees covered by this Plan ratify the new collective bargaining agreement of which this Plan is a part of, whichever is later.

Eligible employees will commence participation immediately after they become permanent full-time employees of NJTRO. All eligible employees will be required to participate in the Plan as a condition of their employment.

**ITEM 3 - CONTRIBUTIONS**

NJTRO will contribute an amount equal to three (3) percent of an employee's compensation into a participant's account. For this purpose, compensation means all W-2 earnings, including all overtime and other payments, as well as deferred compensation, but will not include taxable group life insurance premiums and any other taxable employee benefits. NJTRO contributions will be forwarded on a monthly basis to the trustee for investment.

#### **ITEM 4 - INVESTMENTS**

The trust funds under the Plan will be invested by the Trustee in approved funds selected by the NJTRO Board. Each participant will direct how the contributions to his or her individual account are to be invested and will have an opportunity, on a yearly basis, to shift the balance in his or her account between the different investment options.

#### **ITEM 5 - VESTING**

NJTRO contributions on behalf of participant will vest upon the participant's completion of three years of service as a full-time employee from the effective date of this Plan, death while in covered employment with NJTRO, or on retirement from NJTRO service under the provision of the Railroad Retirement Act, as amended. A participant whose employment terminates before vesting will forfeit the entire amount in his or her account derived from NJTRO contributions, which monies will be available to NJTRO to reduce future NJTRO contributions or other uses.

#### **ITEM 6 - DISTRIBUTIONS**

The normal retirement age under the Plan will be age 62 or at retirement age under the Railroad Retirement system. The Plan will provide an early retirement option for participants who reach age 55 and complete three years of effective service under the Plan. The normal form of benefits payable to a participant will be a life annuity with no survivorship benefits for a participant who is not married; for married participants; the normal form of benefits will be a joint and a 50% survivor annuity with his or her spouse as joint annuitants, unless the participant with the consent of the spouse, elects another permissible form of an alternate benefit under the Plan (such as lump-sum distributions or a joint and two-thirds survivor annuity).

Upon termination from service with NJTRO, the vested participant prior to his or her normal or early retirement date will have the option to withdraw his or her entire account balance or have the balance of his or her account held until such time as the participant would otherwise be entitled to retire. For purpose of the Plan, termination shall not occur until all administrative remedies with respect to the termination have been fully exhausted.

No withdrawals or loans from the participant's account will be permissible while the participant continues an employment or deemed employment with NJTRO.

#### **ITEM 7 - PLAN ADMINISTRATION**

The Plan will be administered by NJTRO. NJTRO Board will select a trustee under the Plan, an investment manager with whom the contributions are to be

invested, and administrator manger of the Plan if different from the trustee.

Account performance fees related to investment of an individual account as charged by the investment manager will be charged directly to the account of the participant involved. Regular administrative fees, such as those for legal counsel, and accounting and auditing services will be borne by NJTRO.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED TRANSPORTATION UNION**

**(U.T.U.) (C) AND (T)**

**AND**

**NJ TRANSIT RAIL OPERATIONS, INC. (NJTRO)**

The parties hereby agree to the following agreement on a new labor agreement ("Agreement") for the period July 1, 1985 through June 30, 1989. This Memorandum of Understanding ("M of U") is subject to ratification by the membership of U.T.U. (C) and (T) and final approval by the NJTRO Board of Directors.

This agreement amends the existing agreement between the U.T.U. (C) and (T) and NJTRO which expired June 30, 1985. The rules in that agreement are changed only to the extent indicated herein and remain unchanged and in full force until changed otherwise in accordance with the provisions of the Railway Labor Act, as amended. Except as otherwise provided herein, the rule changes set forth in this M of U shall be effective 20 calendar days after the date of ratification as confirmed to NJTRO by the Union.

October 21, 1988



1. **Rule 2 - Classifications and Basis of Pay**

Effective July 1,1986, all current wage rates shall be increased by three percent (3%).

Effective July 1,1987, all current wage rates shall be increased by three percent (3%).

Effective July 1,1988, all current wage rates shall be increased by four Percent (4%).

This will produce the rates listed:

a. **Employee classifications and rates of pay are:**

**Conductor-Passenger Service and Other Than Passenger Service:**

Effective July 1,1986 \$14.05 per hour

Effective July 1,1987 \$14.47 per hour

Effective July 1,1988 \$15.05 per hour

**Trainman - Rear Brakeman (Passenger Service) and  
Trainman - Ticket Collector (Passenger service)**

Effective July 1,1986 \$13.31 per hour

Effective July 1,1987 \$13.71 per hour

Effective July 1,1988 \$14.26 per hour

**Trainman - Other Than Passenger Service**

Effective July 1,1986 \$12.62 per hour

Effective July 1,1987 \$13.00 per hour

Effective July 1,1988 \$13.52 per hour

NJ TRANSIT Rail Operations, Inc. agrees to make a special payment to each employee on the property between July 1,1985, and July 1,1986 or who retired or otherwise left the service (except for dismissal for cause, who if reinstated will receive the allowances herein provided) of \$150.00 for each full month of service between July 1,1985, and July 1,1986 with a maximum payment of \$1,000.00 per employee or former employee. This special payment shall be made by separate check and shall be issued as expeditiously as possible.

All wage increases herein agreed to are to be 100% retroactive and will be paid as expeditiously as possible.

2.
  - a. Add to paragraph Rule 2(c) the following: "Any employee who works as a Conductor will be paid at the 100% rate of pay."
  - b. Add to paragraph Rule 2(e)(i) the following: "The four (4) hour days so assigned to the Trainman-Ticket Collector in any work week shall be consecutive and scheduled immediately before or after the Trainman's assigned rest day; NJTRO, Inc. will have at least 75% of these assignments changed to conform with this rule within one (1) year of the ratification date of this Agreement."
3. **Rule 5: Uniforms**
  - a. Change paragraph (b) to read as follows: "Effective January 1, 1989, NJT Rail shall pay 100% of the cost of one complete uniform per year for each employee covered by this Agreement. NJT Rail will pay a maintenance allowance of \$175.00 per year payable in a lump sum by separate voucher on July 15, 1989 and each July 15th thereafter to each employee covered by this Agreement."
  - b. Add sentence to paragraph (d): "Employees are expected to maintain uniforms at proper professional standards."
4. **Rule 6: Vacation**
  - a. Amend existing vacation rules to provide that during a transition year, a Conductor's or Train person's czars anniversary date for computing vacation entitlement will be January 1 of that year, provided that the Conductor's or Train person's transition anniversary date falls on any day during that year.
  - b. Amend existing vacation rules to permit Conductors and Trainpersons who are otherwise eligible for vacation to commence in one calendar year and remain on vacation into the subsequent calendar year.
5. **Rule 7: Holidays**
  - a. Add Martin Luther King Day to paid holidays upon ratification date of this Agreement.
  - b. Add to Section (j): "Such personal holiday will be selected by the

employee and will be granted upon 48 hours advance notice. NJT Rail will grant at least three (3) employees' request for any given day on each district.

Example: Trainman Venus requests his personal holiday to be Friday, October 6, 1989. He must make his request by Tuesday, October 3, 1989 and NJTRO will make a decision by Thursday, October 5, 1989 and make the decision available to Trainman Venus by 4 p.m., October 5, 1989. Seniority will govern should there be more than three (3) requests on any division for any day with the senior employee to be given the preference."

6. Rule 8: Health and Welfare Benefits

Amend Rule 8(a) to read as follows:

"With respect to hospital, surgical and medical benefits, and life and accidental death and dismemberment insurance benefits for active employees covered by this Agreement; effective July 1, 1989 NJT Rail shall provide under a NJT Rail sponsored plan exactly the same benefits as those provided to active employees of ConRail under the Health and Welfare Plan of the National Railroad and Railway Labor Organizations Travelers' Group Policy GA 23000, as amended as of March 9, 1988."

7. Rule 11: Eye Care

Change paragraph (c) to read as follows:

"Effective January 1, 1989, each eligible employee and dependent will receive only one (1) payment for glasses and one (1) payment for examination every two (2) years. Submission of receipts are required of the employees in order to receive payments."

8. Rule 13: Performance of Service by Trainmen and Conductors

- a. Add paragraph (c) to read as follows: "NJT Rail is not permitted to advertise regular assignments to work in Passenger Service and Other Than Passenger Service during the same tour of duty or on any regular basis."
- b. Add paragraph (d) to read as follows: "NJT Rail is not permitted to call Conductors and/or Trainmen to work in Passenger Service and Other Than Passenger Service during the same tour of duty."

9. Rule 14: Seniority

Add to paragraph (a): "The parties agree that due to confusion that occurred during the process of determining seniority under the Implementing Agreement, a number of employees with prior seniority on predecessor railroads were not given credit for their seniority pursuant to the parties' initial agreement. At the U.T.U.'s request, NJTRO agrees to recognize the roster dated October 21, 1988 as the effective seniority roster as of that date (See Attachment 1). Any errors or omissions will be corrected by mutual agreement by the parties.

The parties further agree that in the event a judgment is entered against NJTRO by any court as a result of this change in the NJTRO roster, the U.T.U. will indemnify and hold harmless NJTRO from any such judgements."

10. Rule 15: Promotion to Conductor

Change the first sentence of Paragraph (a) to read as follows: "Except as otherwise provided herein, Trainpersons may be examined for promotion to Conductor during the time between the completion of their first 200 days and 365 days of actual work as a Train person."

Add to the final sentence of paragraph (e): ", provided such third examination is scheduled after the Trainperson has between one (1) year and nine (9) months and two (2) years of actual service as a Trainperson for NJT Rail."

11. Rule 16: Bulletins and Assignments

a. Change paragraph (a) to read as follows:

- "(i) New assignments, readvertised assignments, extra board positions and vacancies will be advertised every Thursday. The advertising period will close 11:59 p.m. the following Monday, and assignments will be made effective 11:00 a.m. the following Thursday.
- (ii) Notwithstanding the above provision and/or the manner in which it has been applied to date, when 20% or more of the assignments, on any division, are scheduled to change on a day other than Thursday, NJT Rail may post a special bulletin advertising those assignments for five (5) days and award them within two (2) days of the close of the bulletin. The General Chairman must be notified in advance of such special bulletin and provided with a copy of

such special bulletin two (2) days in advance of the posting of such special bulletin."

b. Change paragraph (e) to read as follows: "Regular assignments will be readvertised when any of the following permanent changes are made in such assignments:

- (1) Changing the designated on and off duty point, layover or turnaround point, or any train of the assignment.
- (2) Changing the advertised starting time or arrival time of the assignment by 30 minutes or more.
- (3) Changing the assigned rest days.

Both regular and extra employees will be notified immediately of their displacement, if practicable, but in no event less than four (4) hours before the reporting time of their assignment. Should an employee be displaced and he or she report for duty without having been notified of the displacement, they will be paid the earnings of the assignment that they were displaced from and be granted immediate displacement rights."

c. Paragraph (f): Change any reference to "24 hours" to "48 hours".

12. Rule 20: Extra Board

Add new paragraph (m) as follows: "Rest days: Ten (10) percent of the employees on any extra list (with a minimum of one) will be permitted to mark off for one day on any given day in any work week. An employee on the extra list will only be allowed to exercise this right to mark off once during the work week. This rule will become effective March 1, 1989 or earlier if practicable."

13. Rule 24: Not Used on Regular Assignment

Add to the rule to read as follows: "Conductors and Trainmen working regular assignments will not be used on any other assignment than their own except in a case of emergency.

The term "emergency" as used in this rule is defined as:

- (i) When a Conductor is needed and none of the assigned extra conductors are available, the junior Conductor working as a Trainman on the train will be used.

- (ii) When there is no Conductor working on the train as a Trainman, the junior Conductor working as a Trainman at the terminal will be used.
- (iii) When a Rear Brakeman is needed and none of the assigned extra Rear Brakemen are available, the junior Rear Brakeman working as a Head Brakemen/Ticket Collector at the terminal will be used.
- (iiii) Employees who are used on assignments other than their own will be called by the crew dispatcher in the normal calling time. Should the emergency occur after normal calling time, the employee so used will be notified when they report for their regular assignment."

14. Rule 25: Hours of Service

Add the following paragraph: "When a Conductor or Trainman is unable to work their assignment due to not having sufficient rest under the Hours of Service Act, they will be paid one basic day's pay. Additionally, such Conductors or Trainmen may make themselves available for duty. In these circumstances, the earning of the assignment worked, and not the basic day would be paid."

15. New Rule 46: Hand-Held Computers

Add new rule as follows and renumber present Rules 46-48:

"It is agreed that NJTRO, Inc. shall have the right to require Conductors and Trainpersons to utilize hand-held computers in collecting transportation aboard its trains. The parties recognize their mutual responsibility to protect said hand-held computers from damage and theft and to maintain them in good working condition.

- a. Conductors and Trainmen on the NJTRO, Inc. Conductors and Trainpersons Roster, as of the ratification date of this Agreement will not be placed in a worse position as to wages, hours, or working conditions as a result of being required to use the hand-held computers, nor shall any conductor or trainman on the NJTRO, Inc. Conductors and Trainpersons Roster on the ratification date of this Agreement be furloughed as a direct result of the use of hand-held computers.

- b. If any records are in dispute, NJTRO, Inc. will furnish a printout of each such transaction made by said hand-held computer upon request of the employee or his/her union representative.
  - c. Conductors and Trainpersons will not be responsible for any loss or damage to such hand-held computers provided that the employee exercises reasonable care and provides security for the computer while it is in the Train person's possession
  - d. Conductors and Trainpersons will not be responsible for errors resulting from any malfunction of said hand-held computers. Additionally, if through no fault of the employee, his/her hand-held computer malfunctions and is not available for use and other ticketing procedures are used, the employee will not suffer a loss of earnings related to his assignment.
  - e. Conductors and Trainpersons will be paid an allowance equal to fifteen (15) minutes pay in addition to all other allowances paid on any tour of duty on which they are required to use such hand-held computers, or have them available for service during their tour of duty.
  - f. Hand-held computers are understood to be Almex Model NJT/ACL Microfare ticket-issuing machine or a similar functional device.
  - g. NJ TRANSIT Rail Operations shall provide either a personal locker or a secure place to safeguard said handheld computer where employees are released from duty but held for duty and at all terminals. In the event a hand-held computer is stolen from such secure location, the employee to whom such hand-held computer is assigned, will have no responsibility for the hand-held computer."
16. In the event that NJ TRANSIT Rail Operations executes an agreement with any of the other Unions representing its employees that contains any improvements that are greater than those set forth in this Memorandum of Agreement, it is agreed that such improvements will be incorporated into the United Transportation Union's (C) and (T) Agreement with the Company.

17. **Moratorium**

There shall be a moratorium on the serving of Section 6 Notices through June 30, 1989.

Signed: October 21, 1988

UNITED TRANSPORTATION  
UNION: (C) AND (T)

    //S//      
D.J. Bogen, Jr.  
General Chairman

For NEW JERSEY TRANSIT  
RAIL OPERATIONS, INC.

    //S//      
Roger E. Nutt  
Deputy General Manager  
Finance and Administration

    //S//      
Frank J. Flynn  
Assistant Vice President - Staff

    //S//      
D.C. Agrawal  
Special Assistant to  
Vice President/General Manager



October 21, 1988

Mr. D. J. Bogen, Jr.  
General Chairman  
United Transportation Union  
Suite 1126  
744 Broad Street  
Newark, New Jersey 07102

Dear Mr. Bogen:

This will confirm our agreement with regard to the separate Memoranda of Understanding reached for the period July 1, 1985 through June 30, 1989 and the period July 1, 1989 through June 30, 1992. In the event either agreement is rejected by the Board of New Jersey Transit or the Membership of the Union, then both agreements are null and void.

Please signify your agreement by signing in the space below.

Very truly yours,

    //S//      
Roger E. Nutt  
Deputy General Manager  
Finance and Administration

AGREED:

    //S//      
D.J. Bogen, Jr.  
General Chairman

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNITED TRANSPORTATION UNION**  
**(U.T.U.) (C) AND (T)**  
**AND**  
**NJ TRANSIT RAIL OPERATIONS, INC. (NJTRO)**

The parties hereby agree to the following agreement on a new labor agreement ("Agreement") for the period July 1, 1989 through June 30, 1992. This Memorandum of Understanding ("M of U") is subject to ratification by the membership of U.T.U. (C) and (T) and final approval by the NJTRO Board of Directors.

This agreement amends the agreement between the U.T.U. (C) and (T) and NJTRO which expires June 30, 1989. The rules in that agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the provisions of the Railway Labor Act, as amended. Except as otherwise provided herein, the rules changes set forth in this M of U shall be effective as of July 1, 1989.

October 21, 1988

1. **Rule 2: Classifications and Basis of Pay**

Effective July 1, 1989, all current wage rates shall be increased by five percent (5%).

Effective July 1, 1990, all current wage rates shall be increased by five percent (5%).

Effective July 1, 1991, all current wage rates shall be increased by five percent (5%).

Effective July 1, 1989 the rates for Trainman-Other Than Passenger Service will be the same as that for Trainman Passenger Service.

This will produce the rates listed:

a. **Employee classifications and rates of pay are:**

**Conductor-Passenger Service and Other Than Passenger Service:**

Effective July 1, 1989	\$15.80 per hour
Effective July 1, 1990	\$16.59 per hour
Effective July 1, 1991	\$17.42 per hour

**Trainman - Rear Brakeman (Passenger Service),  
Trainman - Ticket Collector (Passenger service) and  
Trainman - Other Than Passenger Service**

Effective July 1, 1989	\$14.97 per hour
Effective July 1, 1990	\$15.72 per hour
Effective July 1, 1991	\$16.51 per hour

b. **Add to paragraph (g):**

**"The On/Off duty times for all assignments on the Newark Division shall be as shown in Summary Superintendent's Notice S2-88, October 1, 1988, which is shown as Attachment 2 to this Agreement.**

**The On/Off duty times for all assignments on the Hoboken Division shall be as shown in Train master's Bulletin No. 11 and Road Foreman's Bulletin No. 4, February 21, 1986 which is shown as Attachment 3 of this Agreement.**

**The On/Off duty times herein specified will remain in effect unless**

changes are mutually agreed to by NJT Rail and the U.T.U. (T)."

c. Change paragraph (h) to read as follows:

"All Conductors and Trainpersons will receive fifteen (15) minutes pay in addition to all other compensation paid for each tour of duty in passenger service. This allowance is paid for the making of reports and remittances."

2. Rule 3: Overtime

a. Change paragraph (a) to read as follows:

"Employees in passenger service shall be paid overtime for all time in any day actually on duty, or held for duty, in excess of eight (8) hours, except that an employee shall not be paid for the largest segment of time (calculated on an actual minute basis) held for duty, but not on duty, provided that the amount of unpaid time held for duty, but not on duty or in service, shall not be less than 15 minutes or exceed one (1) hour.

EXAMPLES:

1. Crew making several turns from 7:00 a.m. to 4:00 p.m. (nine (9) hours) is released for 14 minutes at some period during the day. This 14 minutes is not deducted from the 9 hours and the crew is entitled to one (1) hour overtime.
2. Crew's day begins at 6:00 a.m., relieved at 9:00 a.m., again goes on duty at 3:00 p.m., and is finally released at 8:00 p.m. This crew is on duty or held for duty for fourteen (14) hours. The largest single segment of time held for duty but not on duty is more than one (1) hour. The crew will be paid for thirteen (13) hours of which five (5) hours is at the overtime rate.

b. Change paragraph (d) to read as follows:

"Overtime shall be paid for service on the sixth or seventh day of service in any work week provided the Employee has performed service or has been compensated for five days during such work week."

3. New Rule 47: Pension

Add new rule 47 as follows and renumber old rules 47- 48:

- (a) Effective July 1, 1989, there shall be established a Section 401(a), Money Purchase Pension Plan (a summary of which is appended hereto as Attachment 4). In addition, the parties agree that as soon as administratively possible, a Section 457, Employee Savings Plan, will be implemented, the details of which will be worked out by Counsel for both parties. In the event of any inconsistencies between the attached summary and the plan documents, the plan documents shall govern.
  - (b) There will be created a Pension Advisory Committee composed of representatives of the U.T.U. The purpose of the Pension Advisory Committee is to provide non-binding advice to the NJTRO Board regarding the Section 401(a) and Section 457 Plans established pursuant to this Agreement."
4. In the event NJ TRANSIT Rail executes an agreement for the period commencing July 1, 1989 with any of the other Unions representing its employees that contains improvements in the areas of general wage increases, basis of pay, vacation, holidays, pension, health insurance, bereavement leave or jury duty that are greater than those set forth in this Memorandum of Understanding, it is agreed that such improvements will be incorporated into the United Transportation Union's Agreement with NJ TRANSIT Rail, unless such improvement(s) was made in consideration for a modification(s) in the Company's agreement with the other Union which benefits NJ TRANSIT Rail.

5. **Moratorium**

There shall be a moratorium on the serving of Section 6 notices until April 1, 1992, any changes not to become effective before July 1, 1992.

Signed: October 21, 1988

UNITED TRANSPORTATION  
UNION: (C) AND (T)

    //S//      
D.J. Bogen,  
General Chairman

For NEW JERSEY TRANSIT  
RAIL OPERATIONS

    //S//      
Roger E. Nutt  
Deputy General Manager  
Finance and Administration

                      
Frank J. Flynn  
Assistant Vice President -Staff

    //S//      
D.C. Agrawal  
Special Assistant to Vice  
President General Manager

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNITED TRANSPORTATION UNION (C & T)**  
**Representing**  
**Conductors and Trainmen**  
**AND**  
**NEW JERSEY TRANSIT RAIL OPERATIONS**

The parties hereby agree to the following agreement on a new labor agreement ("Agreement") for the period July 1, 1992, through June 30, 1996.

This Memorandum of Understanding is subject to ratification by the membership of the United Transportation Union (C & T) and final approval by the NEW JERSEY TRANSIT Board of Directors.

This agreement amends the agreement between the United Transportation Union (C & T) and NEW JERSEY TRANSIT Rail Operations (NJTRO) which expires June 30, 1992. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the provisions of the Railway Labor Act, as amended. The rules changes set forth in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

**United Transportation Union (C & T)**  
**Memorandum of Understanding**  
**Page 2**

1. Rule 2: Classifications and Basis of Pay:

- \* Effective July 1, 1992, a three (3%) percent lump sum payment based upon an employee's actual yearly gross earnings July 1, 1992, through June 30, 1993.
- \* Effective July 1, 1993, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 1994, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 1995, all current wage rates shall be increased by three (3%) percent.

This will produce the rates listed:

a. Employee classifications and rates of pay are:

**Conductor-Passenger Service and Other Than  
Passenger Service:**

<u>Hourly Rate</u>	
Effec. July 1, 1992	\$ 17.42
Effec. July 1, 1993	\$ 17.94
Effec. July 1, 1994	\$ 18.48
Effec. July 1, 1995	\$ 19.04

**Trainman - Rear Brakeman (Passenger Service),  
Trainman - Ticket Collector (Passenger Service) and  
Trainman - Other Than Passenger Service**

<u>Hourly Rate</u>	
Effec. July 1, 1992	\$ 16.51
Effec. July 1, 1993	\$ 17.01
Effec. July 1, 1994	\$ 17.52
Effec. July 1, 1995	\$ 18.04



- \* The wages payable due to the three (3%) percent lump sum effective July 1, 1992, through June 30, 1993, and the three (3%) percent general wage increase effective July 1, 1993, through October 26, 1993, will be paid in a lump sum on or before December 16, 1993.

As regards the three (3%) percent lump sum payment due for the period July 1, 1992, through June 30, 1993, and the three (3%) percent general wage increase effective July 1, 1993, it is agreed that retired employees and employees who otherwise left the service (except for dismissal for cause, who, if reinstated will receive the increase due) will receive such payments due for all hours compensated during such periods. The new hourly rate effective July 1, 1993, will go into effect December 15, 1993, and that portion of the July 1, 1993, three (3%) percent wage increase due after October 26, 1993, up to December 14, 1993, will be paid on or before March 3, 1994.

2. Rule 47: Pension

Effective July 1, 1994, NJ TRANSIT will contribute an additional two (2%) percent to an employee's 401(A) Account.

3. Health and Welfare Cost Containment

Second Surgical Opinion required for currently designated elective surgeries. Failure to comply with the Insurer Provider procedures shall result in a 50% penalty on the surgeon's fee.

Mammography to be eligible under Major Medical.

**Mental/Nervous/Substance Abuse benefit:**

Network Benefits	Case Management referral to specific provider required for defined program of treatment.
Inpatient Hospital	100% up to 60 days/year
Inpatient Medical	100% up to 60 days/year
Intensive Outpatient (Substance Abuse only)	\$5 per visit copay 2 programs/ year limit; 40 visits/year maximum

**United Transportation United (C & T)**  
**Memorandum of Understanding**  
**Page 4**

<b>Outpatient</b>	<b>\$0 copay for first three (3) visits</b> <b>\$5 copay for group sessions</b> <b>\$15 copay for individual sessions</b> <b>60 visits/year maximum</b>
<b>Network Substance Abuse/Mental/Nervous Annual Limit</b>	<b>\$25,000</b>

**Special Cost Containment Provisions**

Duplication of payments for medical expenses arising out of an automobile accident is not permitted. Once an Insurance Provider is selected to provide primary coverage, the other Provider Plan will automatically be designated as secondary provider through coordination of benefits between the two plans. The subrogation rights of each plan provider shall apply.

**Enrollment Eligibility**

New employees become eligible for all hospital, medical, and vision plans and life insurance the first of the month after completing 90 days of service.

An employee may be either a subscriber or a dependent in NJ TRANSIT health plans. Children may be enrolled only once in NJ TRANSIT health plans.

Coverage for all plans and all conditions will terminate on the first of the month according to the following schedule:

<b><u>Category</u></b>	<b><u>Effective</u></b>
<b>After full-time student's 23rd birthday</b>	<b>1st of year</b>
<b>Furlough w/less than one (1) full year of service</b>	<b>1st of month after 1 full month</b>
<b>Resignation</b>	<b>1st of month</b>
<b>Leave of Absence/Termination</b>	<b>3 full months</b>

**United Transportation United (C & T)**  
**Memorandum of Understanding**  
**Page 5**

**4. Rule 13 - Performance of Service by Trainmen and Conductors**

Add Paragraph (e) to Rule 13, Page 93 to read as follows:

- e. Paragraphs (c) and (d) for this rule do not preclude NJ TRANSIT Rail from utilizing passenger service crews to perform service as stated in Paragraph (a), Subparagraphs (i), (ii), (iii), (iv) and (v) of this rule without extra compensation except for time actually worked.
- 5. Two-hour penalty pay provision contained in Article X of the Caboose Agreement between the NCCC and the UTU signed October 15, 1982, as referenced in the side letter of March 31, 1983, Page 81 of the Collective Bargaining Agreement, is eliminated.
  - 6. Fifteen (15) minute disconnect jumpers payment is eliminated. Letter of Agreement dated December 21, 1989, providing for 15-minute payment for disconnecting jumpers is eliminated.
  - 7. The provisions of the March 17, 1992, Letter of Understanding requiring a 15-minute payment for handling of mini-high level platforms, eliminated.
  - 8. Handling of bridge plates for use by the public will be performed by UTU train personnel without extra compensation.
  - 9. Moratorium

There shall be a moratorium on the serving of Section 6 Notices until April 1, 1996, any changes not to become effective July 1, 1996.

**United Transportation Union (C & T)**  
**Memorandum of Understanding**  
**Page 6**

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on November 11, 1993.

For the Organization:

UNITED TRANSPORTATION  
UNION (C)& T

        //S//          
D.J. Bogen, General Chairman

For the Company:

NJ TRANSIT RAIL OPERATIONS

        //S//          
Michael J. Rienzi  
Deputy General Manager  
Support Operations

        //S//          
William B. Murphy  
Director-Labor Relations

        //S//          
Angelo J. Genova, Esq.  
Special Counsel

November 11, 1993

Mr. Donald J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad Street - Suite 1126  
Newark, NJ 07102

Dear Mr. Bogen:

As requested, this is to confirm your understanding that should a member of your bargaining unit or dependent voluntarily decide to seek treatment for a mental/nervous/substance abuse disorder under the recently negotiated Managed Care Benefit contained in Paragraph 3 of the Memorandum of Understanding dated November 11, 1993, that unless specifically requested by the individual seeking treatment, the NJ TRANSIT Employee Assistance Program (EAP) will not have knowledge and will not participate in such cases.

Very truly yours,

    //S//      
William B. Murphy  
Director-Labor Relations

cc: John Murgolo, Director  
Medical Services

Jim Hutchinson  
EAP Director

November 11, 1993

Mr. Donald J. Bogen  
General Chairman  
United Transportation Union (T)  
744 Broad Street - Suite 1126  
Newark, NJ 07102

Dear Mr. Bogen:

As requested, this is to confirm our understanding that the language concerning Rule 13 - Performance of Service by trainmen and conductors contained on Page 4, Paragraph 4 of the Memorandum of Understanding dated November 11, 1993, does not abrogate nor change in any way the requirements as contained in Rule 23 - Calls.

Very truly yours,

    //S//      
William B. Murphy  
Director-Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNITED TRANSPORTATION UNION (C & T)**  
**Representing**  
**Conductors and Trainmen**  
**AND**  
**NEW JERSEY TRANSIT RAIL OPERATIONS**

The parties hereby agree to the following terms and conditions of employment for a new labor agreement ("Agreement") for the period July 1, 1996, through June 30, 2001.

This Memorandum of Understanding is subject to ratification by the membership of the United Transportation Union (C & T) and final approval by the NEW JERSEY TRANSIT Board of Directors.

This agreement amends the agreement between the United Transportation Union (C & T) and NEW JERSEY TRANSIT Rail Operations (NJTRO) which expired June 30, 1996. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the provisions of the Railway Labor Act, as amended. The rules changes set forth in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

**United Transportation Union (C & T)**  
**Memorandum of Understanding**  
**Page 2**

1. Rule 2: Classifications and Basis of Pay:

Effective July 1, 1996, a one (1%) percent general wage increase and a two (2%) lump sum payment based upon an employee's actual yearly gross earnings July 1, 1996, through June 30, 1997.

Effective July 1, 1997, all current wage rates shall be increased by three and one half (3½%) percent.

Effective July 1, 1998, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 1999, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 2000, all current wage rates shall be increased by three and one half (3½%) percent.

This will produce the rates listed:

a. Employee classifications and rates of pay are:

Conductor-Passenger Service and Other Than Passenger Service:

<u>Hourly Rate</u>	
Effec. July 1, 1996	\$ 19.23
Effec. July 1, 1997	\$ 19.90
Effec. July 1, 1998	\$ 20.50
Effec. July 1, 1999	\$ 21.12
Effec. July 1, 2000	\$ 21.85

Trainman - Rear Brakeman (Passenger Service),  
Trainman - Ticket Collector (Passenger Service) and  
Trainman - Other Than Passenger Service



**United Transportation Union (C & T)**  
**Memorandum of Understanding**  
**Page 3**

<u>Hourly Rate</u>	
Effec. July 1, 1996	\$ 18.22
Effec. July 1, 1997	\$ 18.86
Effec. July 1, 1998	\$ 19.42
Effec. July 1, 1999	\$ 20.01
Effec. July 1, 2000	\$ 20.71

The wages payable due to the one (1%) general wage increase and the two (2%) percent lump sum effective July 1, 1996, through June 30, 1997, the three and one half (3½%) percent general wage increase effective July 1, 1997 and the three (3%) wage increase effective July 1, 1998 through August 19, 1998, will be paid in a lump sum on or before October 22, 1998. The new hourly rate effective July 1, 1998, will go into effect August 20, 1998. (Payable on September 3, 1998)

As regards the one (1%) general wage increase and the two (2%) percent lump sum payment due for the period July 1, 1996, through June 30, 1997, the three and one half (3½%) percent general wage increase effective July 1, 1997, and the three (3%) wage increase effective July 1, 1998, it is agreed that retired employees and employees who otherwise left the service (except for dismissal for cause, who, if reinstated will receive the increase due) will receive such payments due for all hours compensated during such periods.

**2. Health and Welfare Cost Containment**

- Traditional plan shall remain as is until January 1, 1999. Effective January 1, 1999 the Traditional plan will be supplemented by the prescription drug card and Blue Select (PPO) will be offered to all employees. Effective July 1, 1999 HMO's, as well as Traditional and Blue Select, will be offered to all employees and each July 1 thereafter all employees will have the opportunity to select coverage from the available plans. (See Attachment 1a through 1d reference Blue Select)
- Prescription Drug Card (Attachment 2)
- Improved Dental Plan

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- Basic plan for new hires (Attachment 3a)
  - For current employees (Attachment 3b)
  - Annual limit raised from \$1,000.00 to \$1,500.00 per year.
  - Annual deductibles reduced from \$50.00 to \$35.00.
- Orthodontia limit raised from \$750.00 per year to \$1,000.00 per year.
- Eligibility for Health and Life Insurance Benefits

**Disabled Employees:** Employees hired on or after date of ratification with less than one year of service shall be eligible for continuation of health and life insurance benefits under the terms of the Agreement until the first month after three (3) full months of disability. After one (1) year of service, such employees shall have the same eligibility for these benefits as all other employees. It is understood that this provision does not apply nor change the current eligibility requirements for benefits due employees who are injured while on duty.

**Rx:** Employees and dependents eligible only if enrolled in the Medical Plan.

**Dental:**

**(A) Basic** 1<sup>st</sup> of month after 3 full months of service

**(B) Standard** One (1) full year of enrollment in the Basic Plan.

**Dependent Children:** End of year age 19; full-time students end of year age 23.

**Life Insurance:**

(A) Age and Smoker 1<sup>st</sup> of month after one full year until retirement.  
 /Non-Smoker  
 Health Rated Subsequently only upon birth of a child or closing on the

Supplemental Life Purchase of a principal residence

(B) Supplement Same as A  
 Accidental Death

- Improved Retiree Medical Provision - All plans (Attachment 4)
  - Age reduced from 61 to 60
  - No lifetime maximum
- Opportunity to purchase Life Insurance by payroll deduction in amounts of \$25,000 or \$50,000 - All plans (Attachment 5)
- Health/Welfare contribution:

	Traditional		Select	
	Weekly Contribution		Weekly Contribution	
	Before Tax	After Tax	Before Tax	After Tax
Single	\$2.00	\$1.20	\$1.25	\$.75
Parent & Child	\$4.00	\$2.40	\$2.50	\$1.50
Husband & Wife	\$7.50	\$4.50	\$5.00	\$3.00
Family	\$9.00	\$5.40	\$7.50	\$4.50

Contributions for HMO Blue Subscribers waived for Rx and Dental as well as HMO.

**3. Rule 10 - Supplemental Sickness Benefits**

Delete Rule 10 in its entirety. New rule to read as follows:

**Rule 10 - Sick Benefits**

**1. Sick Leave Plan.**

- a. Commencing January 1, 1999 each employee will be provided an annual allowance of five (5) sick days. Sick days may be accumulated and carried over from year to year. Sick banks are not subject to any maximum accumulation or cap.
- b. Employees shall be able to utilize any and all sick days in their bank for personal illness or injury or to care for any sick or injured family member provided that the employee is primarily responsible for the care of such family member.
- c. There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at one hundred (100%) percent of the daily rate.

**2. Sick Leave Reimbursement Plan**

Any employee who leaves New Jersey Transit service for any reason, other than termination for cause, with a minimum of ten years of continuous service at the time of separation shall be entitled to a cash severance payment of fifty (50%) percent of the daily rate of pay of half of all accumulated but unused sick days, provided that the number of accumulated but unused sick days is at least fifty (50%) percent of the total number eligible.

**3. Sick Benefits**

- a. Effective January 1, 1999, NJT Rail will provided to all UTU (C+T) employees under a NJT Rail sponsored plan, supplemental sickness benefits under a Supplemental Sickness Benefits Plan - Provident life Group Policy 5000 and will provide sickness benefits equivalent to 60% of the employees base weekly salary.
- b. An employee who is eligible to receive Plan benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

**4. Sick Leave Verification**

Every application for sick leave for a period over five (5) days, whether with or without pay, must be accompanied by Medical proof satisfactory to New Jersey Transit and upon a form to be furnished by New Jersey Transit setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his duties for the period of absence.

The first five (5) paid sick days in a calendar year will not be counted as absence under the Carrier's Attendance Policy.

**4. Rule 7 Holidays**

Effective January 1, 1999 the personal holiday referenced in paragraph J will be amended as follows:

- a. An employee with less than ten (10) years of continuous service shall be entitled to one (1) additional day.
- b. An employee with ten (10) but less than twenty (20) years of continuous service shall be entitled to two (2) additional days.
- c. An employee with twenty (20) but less than thirty (30) years of continuous service shall be entitled to three (3) additional days.
- d. An employee with thirty (30) or more years of continuous service shall be entitled to four (4) additional days.
- e. An employee having reached an anniversary date during a particular calendar year will be considered as having reached such anniversary date as of January 1<sup>st</sup> of that year.
- f. Choice holidays may not be accumulated and if not used will be reimbursed at the end of each calendar year.
- g. Years of service shall be calculated the same as vacation entitlements.

**United Transportation Union (C & T)**  
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- h. A formula will be established jointly on an annual basis at the same time vacation bids are put out which will determine the number of personnel who may take a single day personnel holiday by division.

**5. Rule 15 - Promotion to Conductor**

Change paragraph (a) to read "Except as otherwise provided herein, Assistant Conductors will be examined for promotion to Conductor between the completion of the first and second year of service and must have started the process for promotion to Conductor by the end of the second year."

**6. Rule 16 - Bulletins and Assignments**

Delete Letter #3 dated February 15, 1985 and add:

It is agreed:

There will be no less than two (2) optional displacements per calendar year which will take place in the Spring and Fall. The Carrier will notify the General Chairman of the United Transportation Union at least 30 days in advance of the effective date of the optional displacement. Employees will have at least two (2) weeks notice to apply for the optional displacement through the established bulletins. The optional displacement will be effective at 12:01 a.m. on the designated day.

**7. Rule 30 - Qualifying in Physical Characteristics**

Change paragraph b to add: "If the Conductor either exercises his seniority or is displaced during the qualification period, he or she must complete the qualifying process."

**8. Rule 39 - Approval of Application**

Change the first sentence of paragraph a to read: "Applications of new employees will be approved or disapproved within 90 days after the successful completion of the Assistant Conductors Training Program, which is when the new employee qualifies as a passenger or other than passenger flagman."

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Delete Q&A 82

9. Rule 20 - Extra Board

Change paragraph b to read: "...shall be called as nearly as possible four hours before they are required to report for duty."

10. Rule 22 - Reporting Off-Duty With Permission

Change paragraph b to read: "...will be required to mark up for his regular assignment not less than five hours in advance of his reporting time."

11. Q&A 67

Change the Answer to read: "The last attempt of notification will be made five (5) hours before on-duty time." (Delete reference to Atlantic City)

12. Q&A 74

Change the Question to read: "It is agreed that calling time begins four (4) hours and fifteen (15) minutes prior to the assignments's on-duty, and will end three (3) hours and forty-five (45) minutes prior to the on-duty time?"

13. Rule 20 - Extra Board

Change paragraph m to read: "Rest Days: Fourteen point three (14.3) percent of the employees actually working on an extra list (with a minimum of one) will be permitted to mark off for one day on any given day in any work week. An employee actually working on the extra list will only be allowed to exercise his right to mark off once during the work week." (Monday - Sunday)

**14. Q&A 62**

Change the Q&A to read:

- Q. "How will the maximum number of employees be calculated as it relates to the fourteen point three (14.3%) percent of the employees actually working on the extra list (with a minimum of one) being permitted to mark off for one day on any given day in any work week?"**
- A. "Each list will be calculated separately. The 14.3% will be applied to those actually working on the extra list, not those working on a temporary vacancy. If the calculation results in a fraction of .1 or above the number allowed will be rolled up to the next whole number e.g. the list is 16 the fraction is 2.3, therefore the number of persons eligible to take an optional day would be 3.**

**15. Q&A 63**

Change the Q&A to read:

- Q. "Under what circumstances will an extra employee be denied an option day?"**
- A. "Optional day requests will be allowed to employees actually working on the extra list.**

**Extra List employees who have made an application to a temporary vacancy will be denied an optional day off until they are released from that vacancy and are marked back up to the list.**

**Extra List employees who are released from a temporary vacancy and have exercised one or both of the rest days of that temporary vacancy in that work week will be denied an optional day off.**

**Extra List employees who missed a call and are not marked up to the list (pending 16 hour period) will not be allowed an option day off."  
Monday - Sunday)**



16. Q&A 64

Change the Answer to read:

"An optional day is defined as beginning at 12:01 a.m. ending at 11:59 p.m.

"Eligible extra list employees must notify the crew supervisor of their desire to take an optional day on the calendar day prior to the requested optional day but no less than eight (8) hours prior to the requested optional day."

"If the number of extra list employees requesting an optional day exceeds the number allocated for that day for that list, optional days will be awarded on a seniority basis.

17. Q&A - 106

Change the Answer to read:

"Up to one (1) week of vacation time may be taken on a single day basis."  
Effective January 1, 1999

18. Moratorium

There shall be a moratorium on the serving of Section 6 Notices until April 1, 2001 any changes not to become effective July 1, 2001.

**United Transportation Union (C & T)  
Memorandum of Understanding  
Page 13**

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on July 29, 1998.

**For the Organization:**

**For the Company:**

**UNITED TRANSPORTATION UNION (C&T)  
OPERATIONS**

**NJ TRANSIT RAIL**

      //S//        
**D. J. Bogen, General Chairman**

      //S//        
**William B. Murphy  
Assistant General Manager  
Labor Relations/Administration**

      //S//        
**Ronald B. Hicks  
Vice General Chairman**

      //S//        
**Federick T. Danser III, Esq.  
Special Counsel**

June 29, 1998

Mr. Dan Bogen  
General Chairman  
United Transportation Union (C&T)  
7 Cedar Street - Suite 2A  
Summit, NJ 07901-2503

Dear Mr. Bogen

In the event NJ Transit Rail executes an agreement for the period commencing July 1, 1996 through June 30, 2001 with any of the other union(s) representing its employees that contains improvements in the area of general wage increases, (including configuration of wage increases) vacations, holidays, pension, health insurance, bereavement leave, jury duty or other changes that have the effect of increasing the compensation package that are greater than those set forth in this Memorandum of Understanding, it is agreed that such improvements will be incorporated into the United Transportation Union's Agreement with NJ Transit Rail, unless such improvement(s) was made in consideration for a modification(s) in the Company's agreement(s) with the other Union(s) which benefits NJ Transit Rail.

Very truly yours,

    //S//      
William B. Murphy  
Assistant General Manager  
Labor Relations/Administration

June 30, 1998

Mr. Dan Bogen  
General Chairman  
United Transportation Union (C&T)  
7 Cedar Street - Suite 2A  
Summit, NJ 07901-2503

Dear Mr. Bogen,

This will serve to confirm that the Pre Tax contributions required under the terms of the contract to be paid effective January 1, 1999 for coverage under Traditional and Blue Select shall have no adverse consequences in the determination of gross wages for purposes of calculating vacation pay and contributions due under the 401A Plan.

Very truly yours,

    //S//    

William B. Murphy  
Assistant General Manager  
Labor Relations/Administration

June 30, 1998

Mr. Dan Bogen  
General Chairman  
United Transportation Union (C&T)  
7 Cedar Street - Suite 2A  
Summit, NJ 07901-2503

Dear Mr. Bogen,

This will serve to confirm that effective January 1, 1999 married couples working for New Jersey Transit Rail must elect health insurance coverage under one of the available plans (Traditional or Blue Select) and shall be required to pay the designated contribution for only one spouse. Effective July 1, 1999 and thereafter married couples working for New Jersey Transit Rail must elect health insurance coverage under one of the available plans (Traditional, Blue Select, or HMO) and where appropriate shall be required to pay the designated contribution for only one spouse.

Very truly yours,

    //S//      
William B. Murphy  
Assistant General Manager  
Labor Relations/Administration

July 7, 1998

Mr. Dan J. Bogen  
General Chairman  
United Transportation Union  
7 Cedar Street - Suite 2A  
Summit, NJ 07901-2503

Dear Mr. Bogen,

As discussed, effective January 1, 1999 all employees will be given the opportunity to enroll in one of the following New Jersey Transit sponsored health plans:

- Traditional Plan (current plan)
- Blue Select (PPO)
- HMO Blue

Further, as of January 1, 1999 the NJ Transit Prescription Drug Card benefit will be offered as a feature available in all three plans.

Finally, effective every July 1<sup>st</sup> thereafter, there will be an open enrollment whereby employees will have the opportunity to change their plan coverage.

Very truly yours,

          //S//            
William B. Murphy  
Assistant General Manager  
Labor Relations/Administration

*NJ Transit -  
UTU Benefit Comparison*

	BLUE SELECT		UTU TRADITIONAL
	In-Network	Out-of-Network	
<b>GENERAL PROVISIONS</b>			
Deductible Major Medical (Per Person) Basic Hospital Emergency Room	N/A N/A None	N/A \$500 each non-emergency admission None	\$100 \$0 for Room & Board \$50 - applied to calendar year deductible
Employee Coinsurance Basic Hospital Professional Base Plan Benefits Major Medical	0% 10% N/A N/A	30% 30% N/A N/A	N/A N/A 0% 20%
Catastrophic Coverage (Plan Pays 100%)	N/A (In-patient Hospital) After \$5,000 of eligible claims for all Outpatient Hospital, Professional, and Supplemental.	After \$5,000 of eligible claims for all Hospital, Professional, and Supplemental (after in-patient deductible).	After \$10,000 of eligible claims (plus deductible) per individual in a calendar year, 100% for the remainder of the year.
Maximum Payment Level	PACE Schedule	Usual, Customary & Reasonable (UCR)	PACE Schedule/UCR
Benefit Period Maximum	None, Unless otherwise specified	None, Unless otherwise specified	None, Unless otherwise specified
Lifetime Maximum	None, Unless otherwise specified	None, Unless otherwise specified	Base Plan : None, Unless otherwise specified Major Medical : \$500,000, Unless otherwise specified
Pre-Existing Conditions	12 Months (New Hires Only)	12 Months (New Hires Only)	None
Infertility Treatment	None	None	None
<b>PHYSICIAN SERVICES</b>			
Doctors Office Visits	100% after \$5 copay	70%	100% up to \$12 per visit (employee only) then , Deductible and paid at 80%
Preventive Care	100% up to \$300/year/person	No benefit	No Benefit, except mammography
Second Surgical Opinion Program (Plan Pays 100% if applicable)	Optional, elective second opinion available (Not Mandatory)	No Benefit	Mandatory; 50% benefit reduction of surgeon's fee for non-compliance.
Surgery	90%	70%	100% of fee schedule up to a maximum of \$1,500 then Deductible and paid at 80%.

	BLUE SELECT		UTU/TRADITIONAL
	In-Network	Out-of-Network	
Maternity (Pre & Post Natal Care)	90%	70%	100% of fee schedule up to a maximum of \$1,500 then Deductible and paid at 80%.
X-Ray and Lab	90%	70%	100% of fee schedule up to a maximum of \$250 the Deductible and paid at 80%
Emergency Care	90%	90%	80% after satisfaction of the \$50 emergency room deductible. If a person has already satisfied their Major Medical Deductible, then they have automatically satisfied the Hospital Emergency Room deductible.
Short Term Therapies (Physical, Occupational)	90%; 30 visits/year/person	70%; 30 visits/year/person	Deductible; then 80%
Chiropractic Care	90%; 12 visits/year/person	70%; 12 visits/year/person	Deductible; then 80%
<b>FACILITY SERVICES</b>			
Pre-Admission Review	Hospital responsible for obtaining approval	Mandatory; \$1,000 benefit reduction for non-compliance	Medical Admissions - Mandatory; 35% (Room & Board Only) benefit reduction for non-compliance.  Mental Health/Substance Abuse - Mandatory - Approved Benefits Only.
Inpatient Care - Medical Non-Emergency - Emergency	240 days/year/person 100% 100%	240 days/year/person Deductible, then 70% 100%	Room & Board - 365 days/year/person 100% Ancillary Services - 100% up to \$2,500 then deductible and paid at 80%
Pre-Admission Testing	100%	70%	100% of fee schedule up to \$250 then deductible and paid at 80%
Outpatient Surgery	100%	70%	100% of fee schedule up to \$1,500 then deductible and paid at 80%
Outpatient Accidental Injury	100%	100%	Deductible, then 80%
Outpatient Medical Emergency	90% after \$50 copay	90% after \$50 copay	Deductible, then 80%
Outpatient X-Ray and Lab	90%	70%	100% of fee schedule up to \$250 then deductible and paid at 80%
Skilled Nursing Facility	100%; 120 days/year/person	70%; 120 days/year/person	100% up to 60 days/year/person
Home Health Care	100%; 90 visits up to \$4,500/year/person	70%; 90 visits up to \$4,500/year/person	100% up to 40 visits per year then deductible and paid at 80%
Hospice Care	100%; \$15,000/Lifetime Maximum	70%; \$15,000 Lifetime Maximum	100%



	BLUE SELECT		UTU TRADITIONAL
	In-Network	Out-of-Network	
Birth Centers	100%	Deductible; then 70%	Deductible then 80%
Centers of Excellence (Available on Individual Case Management Basis)	100% Facility 90% Professional	100% Facility 90% Professional	N/A
<b>SUPPLEMENTAL SERVICES</b>			
Durable Medical Equipment	80%		Deductible; then 80%
Blood	80%		Deductible; then 80%
Prescription Drugs	Not Covered		Deductible; then 80%
Private Duty Nursing	80% to \$10,000/year/person		No Benefit

## NJ TRANSIT Glossary of Terms

**Deductible** - Each year, you must pay a certain amount toward your medical expenses before the program starts paying benefits. This amount is called the annual deductible. An annual deductible applies each year for each person covered by the program. In addition, under the Blue Select Program, a separate \$500 deductible per admission will apply when you receive non-emergency care at a non-network hospital.

**Coinsurance** - When the program reimburses less than 100%, you must make up the difference by making "coinsurance payments". The amount of coinsurance will vary depending on the health benefits program you select. Your coinsurance does not include services not covered under the plan.

**Catastrophic Coverage** - The program sets a limit on how much money you must pay out of your pocket for medical care in a plan year. Once you reach this annual limit for claims subject to coinsurance, the program pays 100% of all covered expenses for the rest of that year. The catastrophic coverage does not include deductible, copayments, precertification penalties or any amounts in excess of reasonable and customary charges.

**Reasonable and Customary Charges** - In any geographic area, doctors and other health care providers will charge different rates for the same services. Your medical coverages include standard fees for what most doctors in your area charge for each particular type of service. These standard fees are called "reasonable and customary" (R&C) charges.

**Preventive Health Care** - When you and your family go in-network for your health care, the Blue Select program offers important preventive services to give you and your family the valuable benefit of early detection and treatment of many illnesses. The preventive program includes, routine physical exams, immunizations, diagnostic testing, well-baby care and well-woman care. Preventive care is not covered under other NJ Transit Rail programs (exceptions included a mammogram).

**Pre-Existing Conditions (New Hires Only)** - For 12 months after your effective date, the health plan will not pay for services relating to any disease, injury or condition which was treated by a health care professional in the 12 months before your effective date.

**Basic Hospital Services** - This type of service includes all eligible inpatient hospital charges, facility charges for outpatient surgery and pre-admission testing.

**Emergency Admission** - An unscheduled admission which originated in either the emergency room or outpatient department of a hospital.

**NJ Transit/Rail Agreement  
PRESCRIPTION BENEFIT COMPARISON**

	PROPOSED INCENTIVE PLAN	
	LOCAL RETAIL PHARMACY	MAIL ORDER
<b>GENERAL PROVISIONS</b>		
<b>Employee Co-Pay</b>		
Generic	10%	-0-
Single-Source Brand	20%	20%
Multi-Source Brand	30%	30%
<b>Maintenance Drugs</b>	Available	Voluntary
<b>Maximum Co-Pay</b>	None	\$20.00
<b>ELIGIBILITY</b>	Same Enrollment as Medical Plan	

**NJ Transit/Rail Agreement  
DENTAL BENEFIT IMPROVEMENTS  
(New Employees Only)**

	<b>BASIC P.P.O. PLAN</b>
	<b>P.P.O.</b>
<b>GENERAL PROVISIONS</b>	
<b>Deductible</b>	
<b>Preventive and Restorations</b>	<b>NO</b>
<b>Restorations Only</b>	<b>YES</b>
<b>Each Person</b>	<b>\$25.00</b>
<b>Second Person</b>	<b>N/A</b>
<b>Plan Payment %</b>	
<b>Class I - Preventive and Diagnostic</b>	<b>90</b>
<b>Class II - Basic Restoration</b>	<b>75</b>
<b>Class III - Major Restoration</b>	<b>-0-</b>
<b>Class IV - Orthodontics</b>	<b>-0-</b>
<b>Maximum Payment Level</b>	<b>P.P.O.</b>
<b>Annual Maximum I, II</b>	<b>\$500.00</b>
<b>Lifetime Maximum IV (Orthodontia)</b>	<b>N/A</b>
<b>ELIGIBILITY</b>	<b>1<sup>st</sup> of Month after 3 Months</b>

**NJ Transit/Rail Agreement  
DENTAL BENEFIT IMPROVEMENTS  
(Current Employees)**

	TRIPLE OPTION			CURRENT PLAN
	P.P.O.	D.D.N.	Out-of-Network	
<b>GENERAL PROVISIONS</b>				
<b>Deductible</b>				
<b>Preventive and Diagnostic Restorations Only</b>	NO	NO	YES	YES
<b>First Person</b>	YES	YES	YES	NO
<b>Second Person</b>	\$35.00	\$35.00	\$35.00	\$50.00
<b>Third Person</b>	\$35.00	\$35.00	\$35.00	N/A
<b>Plan Payment %</b>				
<b>Class I - Preventive and Diagnostic</b>	100	90	80	100
<b>Class II - Basic Restoration</b>	80	75	70	75
<b>Class III - Major Restoration</b>	50	50	50	50
<b>Class IV - Orthodontics</b>	50	50	50	50
<b>Maximum Payment Level</b>	P.P.O.	DDN	UCR (Usual, Customary & Reasonable)	DDN/UCR
<b>Annual Maximum I, II, III</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00
<b>Lifetime Maximum IV (Orthodontia)</b>	\$1,000.00	\$1,000.00	\$1,000.00	\$750.00
<b>ELIGIBILITY</b>	12 Months After Enrolling In Basic Plan			12 Months (New Hire Only)

**RETIREE MEDICAL**

**BASIC PLAN**

	<b><u>Proposed</u></b>	<b><u>Current</u></b>
<b>Lifetime Limit</b>	<b>None</b>	<b>\$75,000</b>
<b>Annual Limit</b>	<b>\$100,000</b>	<b>Unused portion of Lifetime limit</b>
<b>Deductible/Person</b>	<b>\$200</b>	<b>\$100</b>
<b>Minimum age for Retirement</b>	<b>60</b>	<b>61</b>
<b>Minimum time spouse is married to retiree prior to retirement</b>	<b>1 Year</b>	<b>1 Day</b>
<b>Contribution if retiree is under age 62</b>	<b>10%</b>	<b>-0-</b>
<b>Contribution for spouse under age 62 when retiree is under 65</b>	<b>25%</b>	<b>-0-</b>
<b>Contribution for spouse under age 62 when retiree is over 65</b>	<b>25%</b>	<b>100%</b>
<b>Contribution for spouse between 62 and 65 when retiree is over 65</b>	<b>-0-</b>	<b>100%</b>

**RAIL BARGAINING**

**LIFE INSURANCE**

**Age/Smoker/Non-Smoker Rated  
Supplemental Life Options only.**

**\$25,000 or \$50,000 or \$5,000 frozen subscribers**

**Supplemental Accidental Death  
(Independent Option)**

**\$25,000 or \$50,000 or \$5,000 frozen subscribers  
only.**

**SUPPLEMENTAL LIFE - MONTHLY PREMIUM**

<b>AGE</b>	<b>COMBINED RATE</b>	<b>COMBINED @\$5000</b>	<b>LIFE ONLY RATE</b>	<b>LIFE ONLY @\$25,000</b>	<b>LIFE ONLY @\$50,000</b>	<b>COMBINED @\$25,000</b>	<b>COMBINED @\$50,000</b>
<b>Under 30</b>	<b>\$0.105</b>	<b>\$0.53</b>	<b>\$0.06</b>	<b>\$1.50</b>	<b>\$3.00</b>	<b>\$2.63</b>	<b>\$5.25</b>
<b>30-34</b>	<b>\$0.125</b>	<b>\$0.63</b>	<b>\$0.08</b>	<b>\$2.00</b>	<b>\$4.00</b>	<b>\$3.13</b>	<b>\$6.25</b>
<b>35-39</b>	<b>\$0.145</b>	<b>\$0.73</b>	<b>\$0.10</b>	<b>\$2.50</b>	<b>\$5.00</b>	<b>\$3.63</b>	<b>\$7.25</b>
<b>40-44</b>	<b>\$0.165</b>	<b>\$0.83</b>	<b>\$0.12</b>	<b>\$3.00</b>	<b>\$6.00</b>	<b>\$4.13</b>	<b>\$8.25</b>
<b>45-49</b>	<b>\$0.235</b>	<b>\$1.18</b>	<b>\$0.19</b>	<b>\$4.75</b>	<b>\$9.50</b>	<b>\$5.88</b>	<b>\$11.75</b>
<b>50-54</b>	<b>\$0.385</b>	<b>\$1.93</b>	<b>\$0.34</b>	<b>\$8.50</b>	<b>\$17.00</b>	<b>\$9.63</b>	<b>\$19.25</b>
<b>55-59</b>	<b>\$0.625</b>	<b>\$3.13</b>	<b>\$0.58</b>	<b>\$14.50</b>	<b>\$29.00</b>	<b>\$15.63</b>	<b>\$31.25</b>
<b>60-64</b>	<b>\$0.755</b>	<b>\$3.78</b>	<b>\$0.71</b>	<b>\$17.75</b>	<b>\$35.50</b>	<b>\$18.88</b>	<b>\$37.75</b>
<b>65-69</b>	<b>\$1.095</b>	<b>\$5.48</b>	<b>\$1.05</b>	<b>\$26.25</b>	<b>\$52.50</b>	<b>\$27.38</b>	<b>\$54.75</b>
<b>70-74</b>	<b>\$1.655</b>	<b>\$8.28</b>	<b>\$1.61</b>	<b>\$40.25</b>	<b>\$80.50</b>	<b>\$41.38</b>	<b>\$82.75</b>
<b>AD&amp;D</b>				<b>\$1.13</b>	<b>\$2.25</b>		



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNITED TRANSPORTATION UNION (C & T)**  
**Representing**  
**Conductors and Trainmen**  
**AND**  
**NEW JERSEY TRANSIT RAIL OPERATIONS**

The parties hereby agree to the following terms and conditions of employment for a new labor agreement ("Agreement") for the period July 1, 2001, through June 30, 2004.

This Memorandum of Understanding is subject to ratification by the membership of the United Transportation Union (C & T) and final approval by the NEW JERSEY TRANSIT Board of Directors.

This agreement amends the agreement between the United Transportation Union (C&T) and NEW JERSEY TRANSIT Rail Operations (NJTRO) which expired June 30, 2001. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the provisions of the Railway Labor Act, as amended. The rule changes set forth in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

1. Classifications and Basis of Pay: Rule 2

Effective July 1, 2001, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 2002, all current wage rates shall be increased by three and one-half (3½%) percent.

Effective July 1, 2003, all current wage rates shall be increased by three and one-half (3½%) percent.

Employee classifications and rates of pay are:

Conductor-Passenger Service and Other Than Passenger Service:

	<u>Hourly Rate</u>
Effec. July 1, 2001	\$ 22.51
Effec. July 1, 2002	\$ 23.30
Effec. July 1, 2003	\$ 24.12

Assistant Conductor-Passenger Service and Other Than Passenger Service:

	<u>Hourly Rate</u>
Effec. July 1, 2001	\$ 21.33
Effec. July 1, 2002	\$ 22.08
Effec. July 1, 2003	\$ 22.85

2. The wages payable due to the three (3%) percent general wage increase effective July 1, 2001 through June 30, 2002, and the wages payable due to the three and one-half (3½%) percent general wage increase effective July 1, 2002 through June 30, 2003, will be paid in a lump sum on or before August 21, 2003. The new hourly rate effective July 1, 2003 will go into effect on July 1, 2003.

Regarding the three (3%) percent general wage increase effective July 1, 2001 and the three and one-half (3.5%) percent general wage increase effective July 1, 2002, it is agreed that retired employees and employees who otherwise left service (except for those dismissed for cause, who if reinstated will receive the increase due) will receive such payments for all hours compensated during such periods.

3. Health and Welfare Modification

Effective 60 days following ratification but not earlier than July 1, 2004, with respect to hospital, surgical and medical benefits, and life and accidental death and dismemberment insurance benefits for active employees covered by this agreement:

- a. Modify COBRA entitlement of surviving spouse of active employee who is not eligible for retirement. to provide six (6) months of free coverage, and thirty (30) months of COBRA coverage.
- b. Surviving spouse of active employee with at least thirty (30) years of service and at least (sixty) 60 years of age prior to death will be eligible for retiree health plan benefits.
- c. Choice of Supplemental Life Insurance of \$25,000 or \$50,000 may be made at any time when proof of insurability is provided.
- d. Eliminate all fixed-fee schedules and other benefits of UTU Traditional Plan. and replace with General Rail Traditional Plan.

4. Eye Care: Rule 11

Effective thirty (30) days following ratification, modify Rule 11 (a) and (b) to the extent that references to \$25.00 and \$30.00 are changed to \$50.00.

5. Bulletins and Assignments: Rule 16

Effective thirty (30) days following ratification Rule 16(a)(i) is changed to read as follows:

New assignments, readvertised assignments, extra board positions and vacancies will be advertised every Friday. Bulletins will close at 11:59 p.m. the following Tuesday. Awards will be published on Friday with the weekly bulletin. Awards will be effective at 12:01 a.m. the Sunday after the awards are made. It is the responsibility of the Crew Dispatcher to notify Conductors and Trainmen of any assignments they are awarded.

Questions and Answers - Rule 16. All references to 12:01 a.m. Monday in Questions & Answers to Rule 16 are changed to 12:01 a.m. Sunday.

6. Hand Held Computers: Rule 46

Effective thirty (30) days following ratification, Rule 46 is changed to read as follows:

NJTRO Inc. shall have the right to require Conductors and Trainpersons to utilize hand-held computers in collecting transportation aboard its trains. The parties recognize their mutual responsibility to protect said hand-held computers from damage and theft and to maintain them in good working condition.

7. New Rule: Non-Discrimination:

- (a) The parties to this Agreement recognize their respective obligations under Title VII of the Civil Rights Act of 1964 and pledge to comply with all Federal and State laws dealing with non-discrimination. More specifically, all personal actions and conditions of employment and representation including but not limited to, hire, compensation, promotions, transfers and terminations will be without regard to race, color, religion, sex, age, national origin, veteran or handicapped status. Sexual harassment is considered a form of sexual discrimination. No employee shall be subject to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature by the company supervisors, the union or coworkers when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct had the purpose or effect of unreasonably causing a hostile or offensive work environment. Racial, religious or ethnic slurs and other verbal or physical conduct relating to an individual's race, religion or national origin under the conditions described in (1) thru (3) above also constitute forms of prohibited discrimination.
- (b) The parties agree to ensure the prompt investigation and fair resolution of any and all complaints of discrimination; and to protect against adverse treatment of any person who has made a complaint of discrimination.

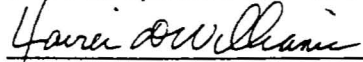
Moratorium

There shall be a moratorium on the serving of Section 6 Notices until September 1, 2003, any changes not to become effective before July 1, 2004.

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on 5/27/03.

For the Organization:

United Transportation Union (C & T)

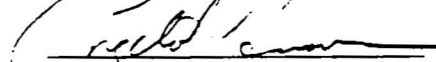


Xavier D. Williams  
General Chairman

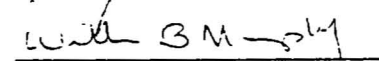
United Transportation Union (C & T)

For the Company:

New Jersey Transit Rail Operations



Angelo Genova, Esq.  
Special Counsel



William B. Murphy  
Assistant General Manager  
Labor Relations/Administration

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNITED TRANSPORTATION UNION**  
**REPRESENTING**  
**CONDUCTORS AND TRAINMEN**  
**AND**  
**NEW JERSEY TRANSIT RAIL OPERATIONS**

The parties hereby agree to the following terms and conditions of employment for a new labor agreement ("Agreement") for the period July 1, 2004, through June 30, 2011.

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

This agreement amends the agreement between the United Transportation Union and New Jersey Transit Rail Operations (NJTRO) amended through June 30, 2004. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the provisions of the Railway Labor Act, as amended. The rule changes set forth in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

**1. Classifications and Basis of Pay: Rule 2**

Effective January 1, 2005 all current wage rates will be increased by one and one-half percent (1.5%).

In addition, effective January 1, 2005, all employees represented by the Organization, except those dismissed for cause, will receive a lump sum payment of five hundred dollars (\$500).

Effective July 1, 2005, all current wage rates shall be increased by one and one-half (1.5%) percent.

Effective July 1, 2006, all current wage rates shall be increased by one and one half (1.5%) percent.

Effective January 1, 2007, all current wage rates shall be increased by two (2%) percent.

Effective July 1, 2007, all current wage rates shall be increased by two (2%) percent.

Effective January 1, 2008, all current wage rates shall be increased by two (2%) percent.

Effective July 1, 2008, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 2009, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 2010, all current wage rates shall be increased by three (3%) percent.

\*All retroactive wages payable due to the one and a half (1.5%) percent general wage increase effective January 1, 2005 through June 30, 2005, the one and a half (1.5%) percent general wage increase effective July 1, 2005 through June 30, 2006, the one and a half (1.5%) percent general wage increase effective July 1, 2006 through December 31, 2006, the two (2.0%) percent wage increase effective January 1, 2007 through June 30, 2007, and the two (2.0%) percent wage increase effective July 1, 2007 through September 18, 2007 shall be paid as soon as practicable following ratification of the agreement, but no later than November 15, 2007. The new hourly rate effective July 1, 2007 shall become effective September 19, 2007. As regards to the \$500.00 lump sum payment, employees must have worked a minimum of 1,000 hours in calendar year 2004 to receive payment. This lump sum payment will be made on or before October 25, 2007.

Regarding the one and a half (1.5%) percent general wage increase effective January 1, 2005, the one and a half (1.5%) percent wages general wage increase effective July 1, 2005, the one and a half (1.5%) percent effective July 1, 2006, the two (2.0%) percent wage increase effective January 1, 2007 and the two (2.0%) percent general wage increase effective July 1, 2007, it is agreed that retired employees and employees who otherwise left service (except for those dismissed for cause, who if reinstated will receive the increase due) will receive such payments for all hours compensated during such periods.

Employee classifications and rates of pay are:

**Conductor -Passenger Service and other than Passenger Service**

	<u>Hourly Rate</u>
Effective January 1, 2005	\$ 24.48
Effective July 1, 2005	\$ 24.85
Effective July 1, 2006	\$ 25.22
Effective January 1, 2007	\$ 25.73
Effective July 1, 2007	\$ 26.24
Effective January 1, 2008	\$ 26.77
Effective July 1, 2008	\$ 27.57
Effective July 1, 2009	\$ 28.40
Effective July 1, 2010	\$ 29.25

**Assistant Conductor-Passenger Service and other than Passenger Service**

Effective January 1, 2005	\$ 23.19
Effective July 1, 2005	\$ 23.54
Effective July 1, 2006	\$ 23.89
Effective January 1, 2007	\$ 24.37
Effective July 1, 2007	\$ 24.86
Effective January 1, 2008	\$ 25.36
Effective July 1, 2008	\$ 26.12
Effective July 1, 2009	\$ 26.90
Effective July 1, 2010	\$ 27.71

**2. Health and Welfare Modification**

The provisions of this Section 2 shall apply effective sixty (60) days following ratification with respect to hospital, surgical and medical benefits, and life and accidental death and dismemberment insurance benefits for active employees covered by this agreement as of the date of ratification:

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The United Transportation Union  
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- a. Modify COBRA entitlement of surviving spouse of active employee who is not eligible for retirement to provide six (6) months of free coverage, and thirty (30) months of COBRA coverage.
- b. Surviving spouse of active employee with at least thirty (30) years of service and at least (sixty) 60 years of age prior to death will be eligible for retiree health plan benefits.
- c. Choice of Supplemental Life Insurance of \$25,000 or \$50,000 may be made at any time when proof of insurability is provided.
- d. Effective on the first of the month following ratification, employee contribution towards individual health care premium will be \$75.00 per month.

**\$75 Per Month  
Weekly Contribution**  
 Before Tax \$18.75  
 After Tax \$11.25 (for illustration purposes only)

Each July 1<sup>st</sup> thereafter, beginning with July 1, 2008, the increase in the employee contribution toward individual health insurance contributions shall not exceed the percentage by which wages were increased pursuant to Section 1, above. Accordingly, the employee contribution toward health care premiums is reflected in the chart below.

<u>Effective Date</u>	<u>Employee Contribution Per Month</u>	<u>Weekly Before Tax</u>	<u>Weekly After Tax*</u>
July 1, 2008	\$77.25	\$19.31	\$11.59
July 1, 2009	\$79.57	\$19.89	\$11.94
July 1, 2010	\$81.95	\$20.49	\$12.29

\* for illustration purposes only

- e. Effective with the date of ratification, the traditional health plan will not be available for enrollment to new hires. Effective July 2008, current employees will have one last opportunity to enroll in the traditional health plan. Upon completion of the 2008 enrollment period, the traditional health plan will not be available for any future enrollment(s).
- f. Effective January 1, 2008 employees may elect to establish a Health Care Flexible Spending Account (FSA) or a Dependant Care Flexible Spending Account (FSA) with minimum and maximum annual employee contributions as noted below.



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	<u>Minimum</u>	<u>Maximum</u>
Health Care FSA	\$240	\$1000
Dependant Care FSA	\$240	\$5000

Funds remaining in a Flexible Spending Account at the end of a calendar year may not be carried into the following year and are not refundable.

- g. Carrier will provide a \$500 annual contribution to a Healthcare Flexible Spending Account (FSA) to those employees that waive all other healthcare coverage and provide proof that they have other healthcare coverage. Such employee shall not be required to pay the contribution set forth above.
- h. Effective as soon as practicable following ratification, oral contraceptives will be covered under the plan for female employees and eligible female dependents.
- i. Eye Care: Rule 11

Effective thirty (30) days following ratification, the eye care provision will be changed as follows:

The maximum allowances set forth in Rule 11 will be increased as follows:

\$75.00 for Prescription Eye Glasses or contact lenses  
\$100.00 for Bi-focals or more complex prescriptions.

The maximum allowances for an eye examination will be increased to \$75.00. This payment will be made for an annual eye examination.

Paragraph (c) of Rule 11 is changed to the extent that the payment referred to in paragraph (b) will be made for an annual eye examination.

- j. Dental Benefit:

Effective sixty (60) days following ratification, the annual maximum benefit of the Triple Option PPO Plan will be increased to \$2,000 for the following:

Class I – Preventative and Diagnostic  
Class II – Basic Restoration  
Class III – Major Restoration

- k. Effective the 1<sup>st</sup> month after ratification the annual limit for Retiree's (age 60 to 65, with 30 years of railroad service at the time of retirement) medical coverage payable under the Basic Plan will be increased from \$100,000 to \$150,000.

**3. On / Off Duty Times: (Rule 2)**

Effective thirty (30) days following ratification Rule 2 (h) shall be revised by deleting the words "in passenger service".

**4. Overtime: (Rule 3)**

- a. Effective thirty (30) days following ratification Rule 3(a) is modified to read as follows:

Employees in passenger service shall be paid overtime for all time in any day actually on duty or held for duty in excess of eight (8) hours except that an employee shall not be paid for the largest segment of time (calculated on an actual minute basis) held for duty, but not on duty, provided that the amount of unpaid time held for duty, but not on duty or in service, shall not be less than 15 minutes or exceed thirty (30) minutes.

- Example:
1. Crew making several turns from 7:00 a.m. to 3:30 p.m. (eight and one half (8½) hours) is released for 14 minutes at some period during the day. This 14 minutes is not deducted from the 8½ hours and the crew is entitled to one half (½) hour overtime.
  2. Crew's day begins at 6:00 a.m., relieved at 9:00 a.m., again goes on duty at 3:00 p.m., and is finally released at 8:00 p.m. This crew is on duty or held for duty for fourteen (14) hours. The largest single segment of time held for duty but not on duty is more than one half (½) hour. The crew will be paid for thirteen and one half (13½) hours of which five and one half (5½) hours is at the overtime rate.

**5. Holidays: (Rule 7)**

Effective calendar year 2010, modify paragraphs (a) and (f) of Rule 7 to eliminate Good Friday as a recognized holiday and replace it with Christmas Eve.

Effective calendar year 2011, modify paragraphs (a) and (f) of Rule 7 to eliminate Veteran's Day as a recognized holiday and replace it with New Year's Eve.

Upon 48 hours notice and consistent with the needs of service, an employee's request to mark off, as provided for in Rule 7, for Good Friday and/or Veteran's Day, will not be unreasonably denied. Request will be processed in seniority order and granted by 5:00pm on the day prior to the holiday.

**6. Personal Holiday (Rule 7j)**

Effective January 1, 2008 the personal holiday schedule referenced in paragraph (j) will be amended to include the following schedule:

- a. An employee with one (1) but less than eight (8) years of continuous service shall be entitled to a total of two (2) personal holiday.
- b. An employee with eight (8) but less than seventeen (17) years of continuous service shall be entitled to a total of three (3) personal holidays.
- c. An employee with seventeen (17) but less than twenty-five (25) years of continuous service shall be entitled to a total of four (4) personal holidays.
- d. An employee with twenty-five (25) or more years of continuous service shall be entitled to a total of five (5) personal holidays.

**7. Bulletins and Assignments: (Rule 16)**

Effective thirty (30) days following ratification, modify Rule 16 paragraphs (f), (i) and (j) to read:

- (f) An employee who is occupying a regular assignment that is readvertised, in accordance with the provisions of this Rule, may elect to exercise seniority to another assignment within 48 hours after the effective date and time of the change causing the readvertisement. Except for optional displacement, Crew Management will notify the employee forty-eight (48) hours prior to the close of the bulletin advertising the assignment.

If that employee does not indicate that he wants that assignment, that employee will go into pick position at the effective time of the assignment change. An employee wishing to remain on the assignment must so advise the Crew Office prior to the close of the bulletin advertising the assignment. They will then be considered as an automatic bidder for the assignment.

It is understood that should the employee bid for other advertised assignments on the current bulletin, the automatic bid will be considered their last preference. If the employee elects not to remain on their assignment or is not awarded a position, they must exercise seniority within forty-eight (48) hours. Crew Management will then ask that employee as to their intentions concerning their displacement options. An employee, not given forty-eight (48) hours notice prior to his assignment change, will be

entitled to exercise his seniority to a vacant position that is working that date, for no longer than forty-eight (48) hours from the notification date.

- (i) If a vacancy develops on a Conductor assignment for which no valid applications are received, the junior, qualified Conductor not working as a Conductor on the Division where the vacancy exists shall be force assigned to fill the vacancy. The employee so assigned may not take a temporary vacancy or otherwise vacate the assignment unless displaced in the exercise of seniority by a senior Conductor. In the event a junior, qualified Conductor not working as a Conductor on the Division where the vacancy exists becomes available, the senior employee will, upon their request, be released from the position and the junior Conductor will be force assigned to the position. The senior employee will return to their former position if not filled by award.

In the event the senior employee's former position has been filled by award, the employee must exercise seniority in accordance with Rule 17 (a). An employee force assigned to a Conductor position may bid for other Conductor assignments, including Conductor Extra List assignments. It is understood in the application of this paragraph (i) that should a junior, qualified Conductor not working as a Conductor become available on the Division where there are various senior employees force assigned to Conductor positions, the most senior force assigned Conductor will, upon their request, be released from the position and the junior Conductor will be force assigned to that position.

- (j) If a vacancy develops on an Assistant Conductor assignment for which no valid applications are received, the junior, qualified employee on the extra list within the Division in which the assignment that failed for bid is located shall be force assigned to fill the vacancy. The employee so assigned may not take a temporary vacancy or otherwise vacate the assignment unless a junior, qualified employee on an extra list within the Division where the assignment is located becomes available in which case the senior employee will, upon their request, be released from the position and the junior employee will be force assigned to the position. The senior employee will return to their former position if not filled by award.

In the event the senior employee's former position has been filled by award, the employee must exercise seniority in accordance with Rule 17 (a). An employee force assigned to an Assistant Conductor position will be permitted to bid for any Conductor or Assistant Conductor assignment, except Assistant Conductor extra list assignments.

It is understood in the application of this paragraph (j) that should a junior, qualified employee become available on the Division protecting Assistant Conductor assignments to which various senior employees have been force assigned, the most senior force assigned employee will, upon their

request, be released and the junior employee force assigned to that position.

Effective thirty (30) days following ratification, Question and Answer No. 43 pertaining to Rule 16 (j) is deleted.

Effective thirty (30) days following ratification, Question and Answer No. 46, pertaining to Rule 17 is changed to read:

**Question:** May a Conductor or Assistant Conductor who has displacement rights exercise seniority by selecting a vacant assignment?

**Answer:** Yes, a Conductor or Assistant Conductor who has displacement rights may temporarily exercise seniority to a vacant assignment that is subject to advertisement or under advertisement.

However, the employee cannot work a temporary assignment for more than forty-eight (48) hours. The employee must make a displacement or, at the end of 48 hours on the temporary assignment, the employee will be assigned to a regular assignment or to an Extra List assignment.

**8. Deadheading: (Rule 19)**

Effective thirty (30) days following ratification, add the following as paragraph (d) of Rule 19.

When filling vacancies off the supplemental list, deadhead and car mileage as established by the IRS, will not be paid to an employee traveling from the supplemental list home terminal to the on-duty point, if the on-duty point is the employee's home terminal for his regular assignment.

**9. Meal Period (Rule 28):**

Effective thirty (30) days following ratification, modify paragraphs (a) and (b) of Rule 28 to read:

- (a) Employees working in switching and classification service will be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period must be given and completed within four and one-half (4½) and six (6) hours after starting work. In the event conditions do not allow the lunch period to be granted the employees will be paid an additional thirty (30) minutes at the straight-time rate for the day.

- (b) Employees in work and construction service will be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period must be given and completed within four and one-half (4½) and six (6) hours after starting work. In the event conditions do not allow the lunch period to be granted, the employees will be paid an additional thirty (30) minutes at the straight-time rate.

**10. Bereavement Leave (Rule 35):**

Effective thirty (30) days following ratification, Rule 35 is modified to the extent that employee's grandparents and grandchildren are added to the list of relatives for which bereavement leave is allowed.

**11. Discipline & Investigation: (Rule 43)**

Effective thirty (30) days following ratification add the following as paragraph (o):

With the exception of discipline relating to Drug and/or Alcohol issues and Absenteeism, discipline will be expunged from the employee's service record five (5) years from the date assessed.

**12. Flagging (Letter No. 11):**

Effective thirty (30) days following ratification, change Item #2 of Letter No. 11 dated February 23, 1990 to read as follows:

"Any crane operating on any NJ Transit mainline."

Question: Can a crane without a Conductor make a move one train length out of a yard or terminal?

Answer: Yes, but only to change tracks within the yard or terminal.

**13. Modify Rule 10 – Sick Benefits Add New Paragraph 3 (c):**

Effective as soon as practicable following ratification, the NJ Transit Supplemental Sickness Benefits Plan will be amended. The "Basic Benefit Amount" provided for under the Plan shall be revised to reflect wage rates in effect as of July 1, 2007. Thereafter, on the first day after the final date of each contract term, the "Basic Benefit Amount" will be revised again to reflect the wage rates in effect as of the final date of the contract term.

Effective January 1, 2008, all employees will have the option, in December, of each year, of receiving 100% payment for the unused sick days (up to 5 days) from the current year allotment, or placing the unused sick days in his/her sick leave reserve.

Any employee who leaves NJ Transit service for any reason, other than termination for cause, with a minimum of ten years of continuous service at the time of separation shall be entitled to a cash severance payment of ninety (90%) percent of the daily rate of pay of all accumulated but unused sick days, to a maximum of \$15,000.

**14. Rule 22 Reporting Off Duty With Permission:**

Effective upon ratification, modify Question and Answer 23 to read as follows:

**Question:** With respect to Rule 22 Reporting Off Duty With Permission, is there a minimum amount of time extra employees who are granted permission by NJT Rail to be absent from duty must remain off the extra board?

**Answer:** Yes. Extra employees granted permission to be absent from duty must remain off the extra board for a minimum of 12 hours.

**15. Pension (Rule 47)**

Add new subsection (d), which states as follows:

For employees hired January 1, 2009 and after, NJ Transit shall contribute 1% to the employee's 401(a) account during their first year of employment, with an additional contribution of 1% each year up to a maximum of 5%.

**16. Performance of Service by Trainmen and Conductors: (Rule 13)**

Rule 13 (c) is changed as follows:

Effective January 1, 2008, five (5) Conductor and five (5) Assistant Conductor assignments may be established to work in combined service (Passenger Service and other than Passenger) with the understanding that such assignments will not be bulletined to work combined service on the same work day.

**17. Extra Board (Rule 20)**

Effective thirty (30) days following ratification, add the following subsection to section (a) of Rule 20:

- (1) Employees subject to Rule 16(i) and (j) will be covered under the guarantee as follows:
  - (a) Employees force assigned will be entitled to their guarantee for the previous week if the loss of the guarantee would have been caused by the force assignment.

- (b) Employees force assigned and then displaced from the force assignment will protect their guarantee for the present week if they immediately (within 5 hours) pick an Extra Board, mark up and make themselves available to work.

**18. Letter No. 8: (Sunnyside Yard)**

Delete the following paragraph (e) of Letter No. 8 dated December 21, 1989.

- (e) This agreement will become null and void if NJ TRANSIT establishes and maintains a terminal, as provided in Rule 33 of the Agreement between the UTU and NJ TRANSIT effective June 1983, at Sunnyside Yard, Queens, Long Island, NY.

**19. Promotion to Conductor (Rule 15)**

Employees hired after January 1, 2008 the date of ratification will be subject to the provisions outlined in Letter A. All current employees who have not completed the promotional examinations will continue to be governed by the existing rule until promoted.

**20. Qualification on Physical Characteristics: (Rule 30)**

See Letter B.

**21. On-Duty Point: (Rule 25)**

See Letter C.

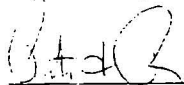
**22. Moratorium**

There shall be a moratorium on the serving of Section 6 Notices until April 1, 2011, any changes not to become effective before July 1, 2011.

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on August 22, 2007.

For the Organization:

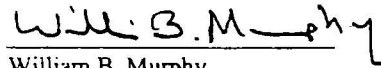
United Transportation Union



Patrick F. Reilly  
General Chairman  
UTU Local 60

For the Company:

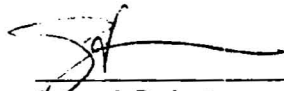
New Jersey Transit Rail Operations



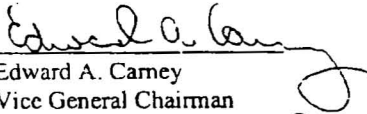
William B. Murphy  
Deputy General Manager  
Labor Relations / Administration



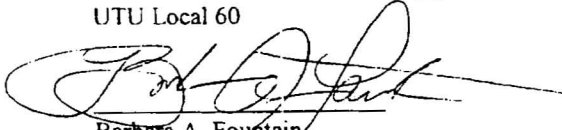
Memorandum of Understanding  
The United Transportation Union  
Page 13



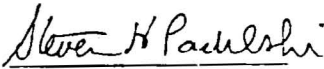
Steven J. Burkert  
Vice General Chairman - UTU  
UTU Local 60



Edward A. Carney  
Vice General Chairman  
UTU Local 60



Barbara A. Fountain  
Vice General Chairman  
UTU Local 60



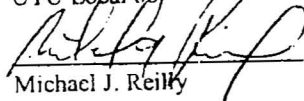
Stephen H. Padelski  
Vice General Chairman  
UTU Local 60



David A. Rasmussen  
Vice General Chairman  
UTU Local 60



Eugene J. Ruocchio  
Vice General Chairman  
UTU Local 60



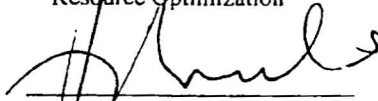
Michael J. Reilly  
President  
UTU Local 60



C.A. Iannone  
Vice President International - UTU



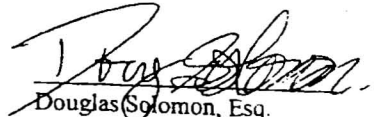
James J. Price  
Chief Rail Planning &  
Resource Optimization



Phillip B. Charles  
Director, Labor Relations



Leon Werb  
Manager, Labor Relations



Douglas Solomon, Esq.  
Genova, Burns & Vernoia  
Special Counsel

Jon S. Corzine  
Governor

Kris Kolluri, Esq.  
Board Chairman

Richard R. Sarles  
Executive Director



August 22, 2007

Letter A

Mr. Patrick F. Reilly  
General Chairman-UTU  
48 Main Street – Suite 2C  
Netcong, NJ 07857

Subject: Promotion to Conductor

Dear Mr. Reilly:

In accordance with our recent discussions, the parties agree that Rule 15, Promotion to Conductor, be changed to read as follows. This change is applicable to employees hired after January 1, 2008.

- (a) Except as otherwise provided herein, Assistant Conductors will be examined for promotion to Conductor between the completion of the first and second year of service and must have started the process for promotion to Conductor by the end of the second year. When the number of available conductors on a Division is determined to be insufficient, Assistant Conductors working on that Division will be required, in the order of their seniority, to take a written examination for promotion. When promoted, Assistant Conductors will rank as Conductors in the order of their seniority standing as Assistant Conductors. An employee will not be permitted to relinquish their standing as a Conductor.

If a trainman fails to appear for or to pass the first examination, he will be allowed thirty (30) days to prepare for a second examination. If he fails to appear for or to pass the second examination, he will be allowed an additional thirty (30) days to prepare for a third examination. If he fails to appear for or to pass the third examination, he will cease to be an employee of NJT Rail, provided such third examination is scheduled after the Trainperson has more than one (1) year and nine (9) months of actual service as a Trainperson for NJT Rail.

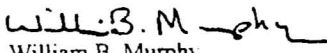
- (b) Assistant Conductors will be given written notice of the examination for promotion not less than thirty (30) days in advance of the date the examination is schedule.
- (c) The Carrier will conduct optional training classes designed to help employees prepare for the promotional examination. Employees attending the training classes will do so without compensation or expense to NJTRO.
- (d) An Assistant Conductor unable to take an examination because of sickness, injury, authorized leave of absence, furlough on account of reduction in force, assigned vacation or an emergency cause deemed excusable by NJTRO, will not be required to take an examination for promotion until they have completed thirty (30) calendar days of service after returning to duty. The failure to appear for a promotional examination for any cause listed above will not be considered as a failure to appear for the examination in the application of the paragraph (i) of this rule.

- (e) Upon passing the promotional examination, the employee will be required to qualify on the physical characteristics of a portion of the Division where currently working.
- (f) The territory over which the employee is to qualify, will be determined by the Carrier based upon the prevailing need for Conductors.
- (g) The number of days allowed for qualifying on the physical characteristics will be determined by the Carrier after consulting with the General Chairman.
- (h) Employees will be allowed eight (8) hours pay at the Conductor's hourly rate of pay five (5) days per week while qualifying on the physical characteristics. There will be no payment of overtime and no allowance of arbitrarics while qualifying. The employees may make themselves available for duty off the supplemental extra list on the relief day during the qualification period.
- (i) An employee will be required to successfully pass an examination on the physical characteristics of the territory upon completion of the designated qualifying period. An employee who fails to appear for a scheduled examination or who is unable to successfully pass the examination on the physical characteristics will be afforded an additional fifteen (15) days of qualifying which will not be compensated by the Carrier. After the fifteen (15) day period, the employee will then be re-examined. If the employee fails to appear for the second examination they will be terminated. If the employee is unable to successfully pass the second exam, they will be afforded an additional fifteen (15) days of qualifying which will not be compensated by the Carrier. After the additional fifteen (15) day period, the employee will then be re-examined. If the employee fails to appear or is unable to successfully pass the exam, the employee will be terminated after review of the DGM Transportation.
- (j) An Assistant Conductor will not be permitted to work as a Conductor until they pass the written examination for promotion and are qualified on the physical characteristics in accordance with the foregoing.

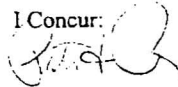
Note: In the application of Rule 16 – Bulletins and Assignments, an employee hired after January 2008 will not be considered a qualified promoted Conductor until they have successfully passed both the Conductor promotion examination and are deemed qualified on the physical characteristics of the territory as assigned under paragraph (f) above.

If the foregoing properly reflects our understanding, please indicate by signing below.

Sincerely,

  
William B. Murphy  
Deputy General Manager  
Labor Relations/Administration

I Concur:

  
Patrick F. Reilly  
General Chairman - UTU

Jon S. Corzine  
Governor

Kris Kolluri, Esq.  
Board Chairman

Richard R. Sarles  
Executive Director



August 22, 2007

Letter B

Mr. Patrick F. Reilly  
General Chairman-UTU  
48 Main Street – Suite 2C  
Netcong, NJ 07857

Subject: Qualification on Physical Characteristics

Dear Mr. Reilly:

In accordance with our recent discussions, the parties agree to the following as a means of facilitating the qualification of current Promoted Conductors on the physical characteristics of NJTRO operating territories.

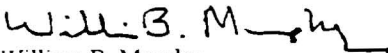
1. On or about April 2008, a Special Notice will be distributed requesting Promoted Conductors who have not been previously paid to qualify on physical characteristics on any territory, to select a territory on either the Hoboken or Newark Division (including the Atlantic City Line) where they wish to qualify on the physical characteristics. The duration of the selection period will be thirty (30) days.
2. Within thirty (30) days of the close of the selection period, the Carrier will develop a listing of employees requesting to qualify together with the territories designated by the employees and will furnish this information to the General Chairman.
3. The Carrier will determine the territories within each Division over which the physical characteristics qualifications will be afforded, the time to be allotted for such qualification and the number of employees, not to exceed a total of 175, who will be assigned to qualify on each territory.
4. In the event the number of employees requesting to qualify on a given territory exceeds the number which can be readily accommodated, employee selection will be made on the basis of seniority.
5. Employees not initially selected to qualify, will be placed on a supplementary list in seniority order and will be assigned to qualify based on the requirements of service. In no event will the scheduling of the 175 employees to qualify exceed 24 months from the time the final supplementary list is completed.

August 22, 2007  
Mr. Patrick F. Reilly  
Qualifying on Physical Characteristics  
Page 2

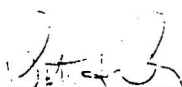
6. Employees who have not previously been paid to qualify on physical characteristics will be allowed a basic eight (8) hours pay at the Conductor's rate for each workday assigned to qualify. There will be no payment of arbitraries, or overtime while qualifying.
7. Assignments vacated by employees selected to qualify in accordance with the provisions of this Understanding will not be subject to advertisement under Rule 16 and will be filled as provided in Rule 20 of the NJTRO-UTU Agreement. An employee will retain their assignment during the qualification period unless they are displaced or are awarded another assignment.
8. An employee will be required to successfully pass an examination on the physical characteristics of the territory upon completion of the designated qualifying period. An employee who is unable to successfully pass examination on the physical characteristics will revert to their former position.

If the forgoing properly reflects our understanding, please indicate by signing below.

Sincerely,

  
William B. Murphy  
Deputy General Manager  
Labor Relations/Administration

I Concur:

  
\_\_\_\_\_  
Patrick F. Reilly  
General Chairman - UTU

Jon S. Corzine  
Governor

Kris Kolluri, Esq.  
Board Chairman

Richard R. Sarles  
Executive Director



August 22, 2007

Letter C

Mr. Patrick F. Reilly  
General Chairman-UTU  
48 Main Street – Suite 2C  
Netcong, NJ 07857

Subject: Rule 25, On Duty Point

Dear Mr. Reilly:

As mentioned in our recent discussion, in order to facilitate more efficient utilization of our train service forces, employees working an assignment with a rest period of four (4) hours or more pursuant to Rule 25 of the NJTRO-UTU Agreement, may be assigned to take rest at their initial on duty location.

Employees assigned to take rest at their on duty location (initial terminal) as outlined above will be allowed thirty (30) minutes pay at the applicable straight time rate of the position held for each work day so assigned in lieu of transportation to and from their own designated lodging facility. It is understood that this allowance will not apply to an employee taking rest at either New York Penn Station or Hoboken Terminal.

It is agreed that the implementation of this agreement is subject to conference and discussion of proposed locations(s).

Sincerely,

A handwritten signature in black ink, appearing to read "William B. Murphy".

William B. Murphy  
Deputy General Manager  
Labor Relations/Administration

I Concur:

A handwritten signature in black ink, appearing to read "Patrick F. Reilly".

Patrick F. Reilly  
General Chairman - UTU

Jon S. Cozine  
Governor

Kris Kolluri, Esq.  
Board Chairman

Richard R. Sarles  
Executive Director



September 26, 2007

P.F. Reilly  
General Chairman, UTU(T)  
Suite 2C  
48 Main St  
Netcong, NJ. 07857

Subject: Q&A 46(a)

Dear Mr. Reilly:

In accordance with our recent discussions regarding the application of Q&A 46 pertaining to Rule 17, it is agreed that Q&A 46 is clarified by the following :

Q 46(a):

What options does a displaced employee have?

A: A displaced employee has three (3) options (all three options are dependant on the employee's seniority to hold a position):

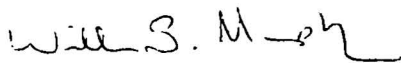
1. Employees may make a permanent displacement within forty-eight (48) hours of being displaced;
2. Employees may temporarily exercise seniority to a vacant assignment that is subject to advertisement, under advertisement, or known to be vacant for more than five (5) days. However, the employee cannot stay on the temporary assignment for more than forty-eight (48) hours following notification, and therefore must make a permanent pick prior to the end of forty-eight (48) hours;
3. An employee displaced on a Wednesday, Thursday, or Friday, may, within twenty-four (24) hours following notification, choose to make a temporary exercise of seniority to a vacant assignment that is subject to advertisement, under advertisement, or known to be vacant for more than five (5) days, in order to provide the said employee the time to review and/or displace a junior employee who was awarded a position on the current advertisement. While an employee may make a permanent pick prior, the employee must make a permanent pick on an assignment after 8:00PM Saturday, and prior to 12:00 NOON Sunday.

Under each of the three options, should the employee fail to adhere to any of the time limits set forth, the employee will either be assigned to a regular assignment or to an extra list assignment.

Mr. Patrick F. Reilly  
Q&A 46(a)  
September 26, 2007  
Page 2

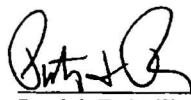
If the forgoing properly reflects our understanding, please indicate by signing below.

Sincerely,



William B. Murphy  
Deputy General Manager  
Labor Relations/ Administration

I Concur:



Patrick F. Reilly  
General Chairman- UTU



Jon S. Corzine  
Governor

Kris Kolluri, Esq.  
Board Chairman

Richard R. Saries  
Executive Director

**N TRANSIT**  
One Penn Plaza East  
Newark, New Jersey 07105-2246  
973-491-7000



August 20, 2007

Mr. Patrick F. Reilly  
General Chairman  
United Transportation Union (C&T)  
Suite 2C  
48 Main St.  
Netcong, NJ. 07857-1111

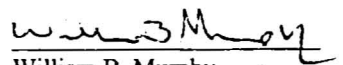
Dear Mr. Reilly:

The following "Q&A" clarifies our understanding regarding overtime eligibility.

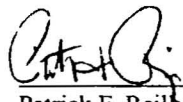
- Q:** Will an employee who is on a regular assigned position who is called off of the Supplemental Extra List; and, as a result, does not have sufficient time to work his regular assignment be eligible for overtime pay under Rule 3(d) on the sixth and/or seventh day of his or her work week?
- A:** Yes. An employee will be credited with a "first start" for the date in which he or she is unable to work their regular assignment due to insufficient rest under the Hours of Service Act and after being called to work from the Supplemental Extra List.

If the above accurately reflects our understanding, please affix your signature below:

Sincerely,

  
William B. Murphy  
Assistant General Manager  
Labor Relations/Administration

I concur:

 8/20/07  
Patrick F. Reilly (date)  
General Chairman, UTU(C&T)

## NEWARK DIVISION ON AND OFF DUTY TIMES

### CONDUCTOR AND REARBRAKE

Initial Terminal	Initial On	Intermediate On	Off	Final Off	Deadhead On	Off
New York	30	30	15	15	15	10
MMC*	45	60	35	30	---	---
Princeton	30	15	10	30	---	---
Trenton	30	15	10	15	15	10
County**	30	15	10	30	15	10
Raritan***	30	20	20	30	15	10
Long Branch	30	15	10	30	15	10
Bay Head****	40	15	30	30	15	10
Morrisville*****	30	30	15	30	15	10
Hammonton	30	15	10	15	15	---

### HEADBRAKE/TICKET COLLECTOR

Initial Terminal	Initial On	Intermediate On	Off	Final Off	Deadhead On	Off
New York	15	15	10	10	15	10
Trenton	15	15	10	10	15	10
County**	15	15	10	10	15	10
Raritan***	15	15	10	10	15	10
Long Branch	15	15	10	10	15	10
Bay Head ****	15	15	10	10	15	10
Morrisville*****	15	15	10	10	15	10
Hammonton	15	15	10	10	15	10

\* Initial on and final off duty times apply to "MM" symbol assignments, not "MC" symbol yard assignments; Intermediate times are based on arrival and departure times from Newark Penn Station

\*\* On and off duty times should be taken from the arrival or departure time from Jersey Avenue Station, not County Yard.

\*\*\* On and off duty times should be taken from the arrival or departure time from Raritan Station, not Raritan Yard. For those ticket collectors whose assignment requires them to pick their train up at Raritan Station, on duty time is 20 minutes and off duty time is 15 minutes.

\*\*\*\* On and off duty times should be taken from the arrival or departure time from Bay Head Station, not Bay Head Yard.

\*\*\*\*\* Initial on and final-off duty times indicated are maximum allowable times and will be calculated from the arrival or departure time from "MY" interlocking. Additionally, final off duty times will be calculated from the last scheduled train of an assignment.