

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

(a.) This Agreement will apply to the work of Assistant Engineers performed by the employees specified herein and governs the rate of pay, hours of service and working conditions of all employees engaged in the performance of Assistant Engineers' work as defined in Rule 2.

(b.) The Brotherhood of Locomotive Engineers, the certified bargaining representative for the craft of Locomotive Engineers, Assistant Engineers and Locomotive Engineer Trainees, shall have the exclusive right to represent all Locomotive Engineers and Assistant Engineer in Company - level grievance, claim and disciplinary proceedings.

NOTE: Attachment 1 to paragraph (b.)

(c.) The words "employee" or "employees" as used in this Agreement refer to Assistant Engineers.

(d.) Duly accredited "representative" means a member of the Local Committee of Adjustment of the Brotherhood of Locomotive Engineers having jurisdiction or a member of the Brotherhood of Locomotive Engineers designated by the General Chairman.

(e.) "Local Chairman" means the Chairman of a regularly constituted Local Committee of Adjustment of the Brotherhood of Locomotive Engineers Union having jurisdiction.

(f.) "General Chairman" means the Chairman of the regularly constituted General Committee of Adjustment of the Brotherhood of Locomotive Engineers Union signatory hereto.

(g.) "Designated NJT Rail Official" means an official of NJT Rail designated by the Vice President and General Manager of NJT Rail.

## **RULE 2 - WORK OF ASSISTANT ENGINEERS**

(a.) The work of moving locomotives in and about engine houses, shops, storage or station tracks, and yards as of December 31, 1982, is the work of Assistant Engineers.

NOTE: The foregoing is not intended to modify nor affect any practice existing prior to January 1, 1983, of yard crews moving locomotives, coupled or uncoupled, and of shop forces making such movement of locomotives as is necessary in connection with the shop work being performed.

(b.) Assistant Engineers may be required to perform, in addition to the work set forth in paragraph "a", such duties as: cleaning and drying sand; taking water, fuel and sand; watching engines and

derricks; and the refueling of locomotives and self-propelled cars.

(c.) Where the work of an Assistant Engineer assignment is not sufficient to produce a day's work, the Local Chairman having jurisdiction and the designated NJT Rail official may by mutual agreement extend the work or duties of such Assistant Engineer.

(d.) Where the work of the last Assistant Engineer assignment at a location or the last Assistant Engineer assignment on a shift where Assistant Engineer work is still to be performed is not sufficient to produce a day's work, the assignment may be discontinued if a joint study indicated there is an average of less than four (4) hours of work within a spread of eight (8) hours for five (5) consecutive days.

(e.) When NJT Rail proposes to discontinue an Assistant Engineer assignment as provided in paragraph "d" it shall give ten (10) days advance written notice of the proposed discontinuance to the Local Chairman, and advise him of the name of the officer of NJT Rail who is designated to make the study and the date when the study will begin. The Local Chairman or his designated representative shall have the right to participate in the study.

(f.) 1. Assistant Engineers working Engineers' Assignments will receive the Engineer's Rate of Pay.

2. Engineers working Assistant Engineers' Assignments on a non-regular basis will receive the Engineer's Rate of Pay.

3. Engineers who by exercise of their seniority as outlined in item (6) of the January 27, 1989 Agreement will receive the Assistant Engineer's Rate of Pay.

- See Appendix 22 - Establishment of Assistant Engineer Position, page 137.

### **RULE 3 - BASIS OF PAY**

(a.) 1. 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, 1992 all current wage rates

shall be increased by five percent (1%)

Effective July 1, 1993 all current wage rates

shall be increased by five percent (2%)

Effective July 1, 1994 all current wage rates

shall be increased by five percent (2%)

Effective July 1, 1995 all current wage rates shall be increased by five percent (4%)

**2. ASSISTANT ENGINEERS**

- Effective July 1, 1992 \$15.07 per hour**
- Effective July 1, 1993 \$15.37 per hour**
- Effective July 1, 1994 \$15.68 per hour**
- Effective July 1, 1995 \$16.31 per hour**

\* The wages payable due to the three (3%) percent lump sum effective July 1, 1992, through June 30, 1993, the \$5.00 Certification Allowance effective July 1, 1994 through June 30, 1996, and the wage increases effective July 1, 1992 through July 1, 1995, will be paid in a lump sum on\_\_\_\_\_, 1996.

3. Employee entering employment with NJT Rail as an Assistant Engineer will be paid pursuant to the following wage progression:

<b>Months of Service</b>	<b>Percent of Hourly</b>
<b>at NJT Rail</b>	<b>Rate of Pay</b>
0-12	80
12-18	85
18-24	90
24-30	95
over 30	100

4. The provision of paragraph (a.) 3 shall have no application

To Conrail employees transferred under Section II or VII of the Implementing Award of October 14, 1982.

NOTE: October 18, 1989 Side Letter

The following reflects the intent of the parties with respect to the rate of pay for employees hired

and being trained as Assistant Engineers, and their eligibility to enter the LETP.

Those employees training to fill an Assistant Engineer's position will be paid 80% of the applicable Assistant Engineer rate during training. Once they successfully complete the training program and begin working an authorized Assistant Engineer's position, their rate will be adjusted to 90% of the applicable Assistant Engineer's rate.

Once the employee begins receiving the 90% rate of pay and remains as an Assistant Engineer, subsequent increases will be governed by Rule 3 - Basis of Pay - as outlined in the Assistant Engineer's Agreement.

If at any future time these employees opt to pursue an Engineer's position, all rules of the LETP will apply.

If an Assistant Engineer fails to satisfy the requirements of the LETP, they may exercise their seniority to an Assistant Engineer's position.

Original signed by:

D. T. Abbott - General Chairman for BLE

W. B. Murphy - Director of Labor Relations for NJTRO

(b.) Assistant Engineers who are qualified to perform additional tasks such as moving engines between Meadows Maintenance Complex and Hoboken, coupling electric equipment, pull equipment at Meadows Maintenance Complex, and other mutually agreed duties, shall receive the following rate of pay:

### **QUALIFIED ASSISTANT ENGINEERS**

**Effective July 1, 1992    \$15.94 per hour**

**Effective July 1, 1993    \$16.26 per hour**

**Effective July 1, 1994    \$16.59 per hour**

**Effective July 1, 1995    \$17.25 per hour**

(c.) An employee will be paid for each tour of duty at the straight-time rate for the first eight (8) hours between the time they are required to report for duty until the time they are released on completion of service, and at the time and one-half rate for all time in excess of eight (8) hours. 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 (5) days during such work

week.

(d.) 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). The term "work week" for employees assigned to an extra board means a period of seven consecutive days beginning on Monday.

#### **RULE 4 - VACATION**

(a.) A full-time employee who is eligible for vacation because of continuous years of service for 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 any 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, Assistant Engineer's service anniversary date for computing vacation entitlement will be January 1 of that year, provided the Assistant Engineer's transition anniversary date falls on any day during that year.

(d.) Assistant Engineers, who are otherwise eligible for vacation, to commence vacation in one calendar year and remain on vacation into the subsequent calendar year.

#### **RULE 5 - 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, 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 Health and Welfare Plan of the National Railroad and Railway Labor Organizations Traveler's Group Policy GA 23000. (See Appendix 1 - Medical Benefits Summary, page 59)

NOTE: March 13, 1989 Side Letter

Pursuant to the terms of the Agreement between New Jersey Transit Rail Operations and The Brotherhood of Locomotive Engineers which was ratified February 27, 1989, it is our

understanding that the Health and Welfare proposal to be implemented is the plan adopted by the fourteen (14) other unions.

Therefore, with respect to hospital, surgical, and medical benefits for active employees covered by this agreement, effective, July 1, 1989, Rule 5 will be modified to reflect the following Health and Welfare Program and Cost Containment measures.

- (a.) All Hospital Room and Board if pre-certified will be paid at 100%. Those days not pre-certified will be paid at 50%.
- (b.) There will be Continued Stay Review on all hospital confinements.
- (c.) Case Management Review will be performed on all long-term hospital stays.
- (d.) Out-patient surgery will be paid at 100%.
- (e.) There will be mandatory Second Surgical Opinion. If surgery is not authorized, benefits will be paid at 50%.

(f.) Hospital charges for non-emergency weekend admissions will not be paid.

(g.) Alcohol and Substance Abuse charges will be paid as presently covered under the National Plan (GA23000).

(h.) The following procedures:

- Hospital charges
- Emergency accidents
- Doctor's visit
- X-ray and lab
- In-patient surgery

and the procedures set forth in Exhibit " A", (This schedule lists only a few procedures. A more complete surgical schedule is shown in the policy) shall be paid at 80% after the deductible under the major medical portion of the plan.

- (i.) Annual deductibles will be \$100/individual, \$300/family.
- (j.) Annual out-of-pocket cost will be \$1,000/individual and \$3,000/family.
- (k.) Health Maintenance Organizations (HMO's) will be offered to employees, with the

company paying the cost of the indemnified plan and the employee paying the balance through payroll deductions.

(l.) Prescription drug card to be provided to each employee with \$4.50 co-pay. Co-pay \$2.50 for mail order prescriptions.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

J. S. Baker - Director of Labor Relations for NJTRO.

(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. (See Appendix 2 - Dental Benefits, page 65)

(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. (See Appendix 3 - Summary of Retirement Medical Plan Options, page 66)

(d.) There shall be no lapse of benefits under this Rule as a result of transfer of employees to NJT Rail on January 1, 1983 or as a result of any transfer from Conrail or Amtrak pursuant to the terms of any transfer arrangement between NJT Rail, Conrail, Amtrak and the Union.

NOTE: See Engineers Appendix 3a page 61

## **RULE 6 - 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. (See Appendix 4 - Injury Benefits - Off-Track Vehicles, page 68.)

## **RULE 7 - ASSISTANT ENGINEER SICKNESS - LEAVES**

Employees shall be allowed three (3) sick leave days each year. Compensation for such sick leave days shall be eight (8) hours pay at the straight-time rate. An employee shall not falsely claim sick time.

### **1. Approved Leave Status**

In recognition of the substantial increases and modernization of the contractual leave provisions, employees shall maintain an approved leave status at all times. Employees must be on approved leave status at all times. Employees must be on approved leave status such as sick, vacation, personal, union, or authorized leave of absence. Any absence not authorized will be designated unauthorized absence. (UAB)

## **2. Sick Leave Plan**

The current sick leave plan is amended in the following fashion:

(1.) Commencing January 1, 1996, each employee will be provided an

annual allowance of five (5) sick days. Sick days may be accumulated and carried over from year to years Sick banks are not subject to any maximum accumulation or cap.

(2.) 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 members provided that the employee is primarily responsible for the care of such family member.

(3.) There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at ninety (90%) percent of the daily rate.

## **3. 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.

#### **4. Sick Leave Verification**

(1.) Payment in cases of bona fide sickness or disability will be

made in accordance with New Jersey Transit payroll procedures. In cases of doubt, the employee may be required to prove to New Jersey Transit satisfaction, preferably in the form of doctor's certificate, that the sickness or injury is bona fide.

(2.) Every application for sick leave for a period over three (3) 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.

(3.) Across the board doctor's notes will not be permitted.

#### **RULE 8 - HOLIDAYS**

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

**New Year's Day**

**Washington's Birthday**

**Good Friday**

**Memorial Day**

**Fourth of July**

**Labor Day**

**Veterans Day**

**Thanksgiving Day**

## **Day after Thanksgiving**

## **Christmas Day**

## **Martin Luther King's Birthday**

NOTE 1: Martin Luther King's Birthday was added by the contract effective February 27, 1989.

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

NOTE 2: 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 one-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, cancelled 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 holiday, (2) the holiday, or (3) on the workday 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, excepting 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 first workday following his "days of" will be considered the workday immediately following. If the holiday falls on the first workday of his work week the last workday of the preceding work week 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 assignments on the specified holidays.

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

(f.) Employees covered by this Rule will receive a "choice holiday" as a 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 a "choice holiday" to qualify for holiday pay for

such "choice holiday" if they so elected. Such "choice holiday" will be selected by the employee and date of hire will govern preference to the employee who may make a request no earlier than four (4) days before the first day of the month in which the day is requested, but no later than four (4) days before the date requested. Employees' requests will be made on the prescribed form, showing the date the request was submitted and the date of the request. Employees will submit request forms to the designated NJT Supervisor, who will verify the request was submitted and give a copy of the request to the employee. NJT Rail will grant at least one (1) employee which is to be construed as any combination of Engineers or Assistant Engineers which equal one (1) on any given day on each Division such "choice holiday". NJT Rail will notify the employee(s) whose request(s) were granted no later than 48 hours in advance of the date requested.

Effective July 1 1996, the choice holidays schedule shall 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 1st 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 entitlement.

## **RULE 9 - 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.

## **RULE 10 - 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.

(b.) Employees who enter service in a classification covered by these work rules will establish seniority as of the time and date they first report to work. Furloughed Conrail employees who transfer to NJT Rail will establish seniority at NJT Rail in accordance with the Implementing Award. The ranking of employees covered by this paragraph will follow the ranking of all employees covered by Paragraph "a".

(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 30 days after the effective date of this agreement) 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.

- See Engineers Seniority Rule 12, page 12.

See Appendix 22 - Establishment of Assistant Engineer Position, page 137

## **RULE 11 - ACCUMULATION OF SENIORITY**

(a.) Employee covered by this Agreement who have been or who are hereafter appointed to a position at NJT Rail or who are elected or appointed to full-time union positions shall retain and continue to accumulate seniority while occupying such position provided that each employee who is appointed to a position at NJT Rail after January 1, 1983 will continue to accumulate seniority only upon his agreement to continue to pay union dues while occupying such position.

(b.) Employees appointed to positions at NJT Rail who return to the ranks of operating craft employees may, within five (5) working days, exercise seniority over any junior employee in their craft. Other employees displaced as a result thereof may exercise their seniority in accordance with the provisions of this Agreement.

## **RULE 12 - BULLETINS AND ASSIGNMENTS**

(a.) New assignments, readvertised assignments, extra board positions, and vacancies will

be advertised every Monday. The advertising period will close 11:59 p.m. the following Thursday, and assignments will be made effective 12:01 a.m. the following Monday. It is the responsibility of the Crew Dispatcher to notify Assistant Engineers of any assignment they are awarded

(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, days on which the assignment is scheduled to work, and assigned reporting time.

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.
2. changing advertised starting time, one hour or more.
3. changing the assigned rest days.

(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 24 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 eight (8) 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.

(i.) If a permanent vacancy develops for an Assistant Engineer for which no valid applications are received, the junior Assistant Engineer 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 man becomes available, at which time, upon request of the man assigned to the position, he will be released with displacement rights.

(j.) An extra list may be established, from time to time, at either terminals or outlying points. Assistant Engineers assigned to such an extra board who are available for service during an entire weekly period and who do not lay off or miss a call will be guaranteed a money equivalent of 40 hours at the straight time rate. Assistant Engineers assigned to an extra board pursuant to this paragraph shall not be eligible for deadhead payment or any other reimbursement for travel. The provisions of the National Vacation Agreement shall be inapplicable to extra boards established pursuant to this paragraph.

NOTE 1: August 3, 1983 Side Letter

This will confirm our understanding that in the application of Rule 12, Paragraph (j.) of the Agreement between New Jersey Transit Rail and the United Transportation Union - E, the following provisions of the Vacation Agreement excepted below will apply:

Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1. (g.) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1. (a.), (b.), (c.), (d.) and (e.), respectively.

Original signed by:

R. R. Howland - Director Labor Relations for NJTRO

G. H. Bunde - Vice President for UTU

NOTE 2: February 27, 1989 Side Letter

All Assistant Engineers except those who have been assigned under the provisions of Rule 12, Paragraph (i), may elect to make an optional displacement to an assignment held by a junior Assistant Engineer. The application for an optional displacement must be submitted in writing and in accordance with Rule 12 (a) on the first bidding period prior to the first Monday of April and October and shall become effective 12:01 a.m. on the 1st Monday of April and the 1st Monday of October. Assistant Engineers who are to be displaced as a result of an optional displacement shall be notified as soon as possible and have 48 hours from the time they are notified to exercise their seniority against a junior Assistant Engineer.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

J. S. Baker - Director of Labor Relations for NJTRO.

- See Example of Optional Displacement on page 18.

### **RULE 13 - 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 five calendar days 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 (If an employee is absent because of sickness, vacation, suspension or temporary disability, the 48 hours time limit shall be extended by the number of days the employee is absent.) 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 forfeit all seniority and be considered as having resigned from the service. Employees not possessing sufficient seniority to displace any employees will be placed in furlough status.

(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 covered by this Agreement will be notified by certified mail 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 14 - 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 (3) hours in advance of reporting time and if not so notified, will be paid eight (8) hours at the straight-time rate.

When a regular assignment is annulled for more than one day, 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 (8) hours of the time he is notified of the annulment or completion of his trip or tour of duty preceding the date of 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, 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 (2) hours pay at the applicable rate of their positions. If employees work any portion of the day, they will be paid eight (8) hours at the straight-time rate. 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.

#### **RULE 15 - 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 four (4) hours in advance of his reporting time.

#### **RULE 16 - 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 (4) hours at the straight-time rate and, in the case of extra employees, will remain first out on the extra board; if held over four (4) hours and released without having performed service, they will be paid eight (8) 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

cancelled.

#### **RULE 17 - CALLED AHEAD OF TIME**

In case of emergency, employees may be required to report ahead of their assigned time and will be compensated on a continuous time basis from the time they report to duty.

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

If an employee is taken from his regular assignment and used on any other Assistant Engineer 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.

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

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

#### **RULE 20 - 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 21 - STARTING TIMES**

(a.) Regularly assigned employees will each have a fixed starting time which will not be changed without at least 48 hours advance notice.

(b.) Where three (3) 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 (2) 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 (2) 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 assignment may be started at any time in order to meet the requirements of service.

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

## **RULE 22 - MEAL PERIOD**

Employees 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.

## **RULE 23 - 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 a training class or examination shall be paid from the time engaged in such training or examination. If required to lose time, an employee will be paid an amount not less than they would have earned on the assignment they would have worked. If no time is lost, compensation will be for the actual time consumed in such training class or examination, at the straight-time hourly rate, with a minimum of eight (8) hours.

### **Exceptions:**

(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 (3) 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.

#### **RULE 24 - QUALIFYING ON PHYSICAL CHARACTERISTICS**

(a.) When an Assistant Engineer exercises seniority to an 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.

NOTE: When an Assistant Engineer's seniority is insufficient to obtain position over territory for which he is qualified the provisions of Rule 24 (b) shall apply.

(b.) When an Assistant Engineer 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.

(c.) Assistant Engineers engaged in qualifying pursuant to Paragraph "b" shall be compensated eight hours at the straight-time rate.

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

(e.) The manner in which an Assistant Engineer receives his training to become qualified on the physical characteristics shall be determined by NJT Rail.

(f.) Before performing service on an assignment which requires him to operate over territory in which he has not been qualified, the Assistant Engineer shall be required, without compensation, to pass an examination on the physical characteristics of the territory involved. Assistant Engineers 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 basic rate of pay for the dates their assignment is operated without them. When held off an extra list, they shall be paid eight hours at the straight-time basic rate of pay for each calendar day they are withheld from the list and on which they do not perform service. Payment under this Paragraph (f.) shall cease if, when examined, the Assistant Engineer fails to qualify.

(g.) An Assistant Engineer shall not be permitted to mark up an extra list until he is qualified on the physical characteristics of all the territory accruing to that extra list.

(h.) It is the responsibility of the Assistant Engineer to maintain his qualifications on the physical characteristics, and payment under this Rule shall not be allowed an Assistant Engineer whose qualification on the physical characteristics has lapsed, unless the Assistant Engineer was not afforded an opportunity to remain qualified.

(i.) Assistant Engineers who are required to act as an Assistant Engineer - Instructor for others who are qualifying on equipment and train handling will receive a differential of 15 minutes at the base rate of pay in addition to other earnings for a tour of duty.

#### **RULE 25 - LOCKER FACILITIES**

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

#### **RULE 26 - 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 procedures at the direction of a proper officer of NJT Rail, when no time is lost, will be paid eight (8) hours at the straight-time rate each day at the rate of the last service. 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 27 - BEREAVEMENT LEAVE**

Bereavement leave will be allowed in case of the death of an employee's brother, sister, parent, child, spouse or spouse's parent, not in excess of three (3) calendar days following the date of death. In such cases, eight (8) hours pay at 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 questions and answers to the National Agreements where applicable are by reference thereto incorporated herein.

- See Engineers' Agreement Rule 38, page 38, for Agreed Upon Interpretations of Bereavement Leave.

### **RULE 28 - 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 minimum of eight (8) 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. (See Appendix 6 - Jury Duty Compensation, page 74.)

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.

### **RULE 29 - 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.

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 items "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 paragraph "c" or "d" no leave of absence or extension thereof will exceed one (1) year.

(h.) An employee who fails to report for duty at the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reasons for not doing so 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 items

"1" or "2" of paragraph "b" 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.

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

## **RULE 30 - COMPULSORY RETIREMENT**

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

NOTE: Provisions of this rule are no longer in effect as of January 1, 1989. A law was enacted making this rule null and void.

### **RULE 31 - APPROVAL OF APPLICATION**

(a.) Applications of new employees will be approved or disapproved within 90 calendar days after applicants begin work. If applications are not disapproved within the 90-day period, the applications will be considered as having been approved.

(b.) An employee who has been accepted for employment in accordance with paragraph (a) shall not be terminated or disciplined by the Corporation for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Corporation had had timely knowledge of it.

### **RULE 32 - 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 60 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 60-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, if known, and all related information for supporting claim.
9. Location on the property for receipt of response.

(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 Chairman with the designated Labor Relations Officer.

(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 discussing 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 34 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.

### **RULE 33 - 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.

NOTE: October 5, 1987 Side Letter

Paragraph (a) implies that the formal investigation is to be conducted by an authorized NJ Transit Rail official. A question has been raised as to the propriety of Amtrak or Conrail officers conducting formal investigations into discipline matters involving NJTRO Engineers while working on Amtrak or Conrail. It was agreed that an Amtrak or Conrail officer can properly conduct the investigation into discipline matters involving Amtrak or Conrail, but an NJTRO officer will be present to assure compliance with Rule 47 of the Collective Bargaining Agreement for Engineers.

Original signed by:

R. Godwin - General Chairman Conrail for BLE

J. S. Baker - Director of Labor Relations for NJTRO

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

1. dishonesty, including falsification of reports or other documents;
2. extreme negligence;
3. use or possession of alcoholic beverages, intoxicants, narcotics; or
4. disorderly or immoral conduct, or any offense bringing discredit upon NJT 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 any 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 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 fourteen (14) days from the date of the act or occurrence or in cases involving dishonesty, criminal or moral offenses, or letters of complaint within fourteen (14) days from the date the 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.

(e.) (1.) The investigation on any matter must be scheduled to begin within ten (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.

(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 formal appeal hearing.

(3.) 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.

(4.) At appeal hearings, an employee may, if he desires to be represented at such hearings, be accompanied by his duly accredited representative.

(5.) 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 shall be deferred if, within the succeeding 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, provided that in the case of a major offense such deferral of the suspension shall not occur unless granted at the sole discretion of the designated NJT Rail official.

<b>Suspension</b>	<b>Period of Probation</b>
Five (5) days	Three (3) months
Ten (10) days	Six (6) months
15 days and less than 30 days	Nine (9) months
30 or more days	One (1) year

(2.) If, within such succeeding probation period, the employee commits one (1) or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the probationary period shall not be deferred.

(3.) 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.

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

(k.) 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 34 or such other tribunal or board as may be legally substituted for it under the Railway Labor Act.

(l.) 1. Time limits provided for in this rule may be extended or waived by agreement in writing between the applicable officer of the Corporation (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, except as provided in paragraph (k.). 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.

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

(n.) Expedited Procedure for Handling Dismissal Cases

(1.) When an Assistant Engineer is dismissed, his case may be given expedited handling by his General Chairman to a Special Board of Adjustment, which shall meet in Newark, NJ and be composed of three (3) members:

(A.) A representative of the Brotherhood of Locomotive Engineers.

(B.) The highest appeals officer of the Corporation or his designated representative.

(C.) A neutral member selected by the parties.

In the event the parties are unable to agree upon a neutral member, they shall request the National Mediation Board to appoint a neutral. Such Special Board shall be established pursuant to Public Law 89-456 89th Congress, H.R. 706, June 20, 1966, within 30 days of the effective date of this agreement.

(2.) Before invoking the services of the Special Board of

Adjustment, the General Chairman must, within 30 days after the date of a notice of dismissal, appeal the case in writing directly to the highest appeals officer of the Corporation.

(3.) In the written appeal, the General Chairman should either request a conference or waive the conference and request a written decision. When a conference is requested, a meeting date will be arranged as promptly as possible but not later than 30 days after the highest appeals officer of the Corporation receives the request. The highest appeals officer shall render a decision in writing to the General Chairman as promptly as possible but not later than 15 days after the date the case is discussed in conference. When a written decision is requested, the highest appeals officer of the Corporation shall render a decision in writing to the General Chairman as promptly as possible but not later than 30 days after the date the appeal is received.

(4.) The decision of the highest appeals officer of the Corporation shall be final and binding unless within 30 days after the date the General Chairman receives the decision the General Chairman notifies the highest appeals officer of the Corporation in writing of his desire to submit the case to the Special Board of Adjustment. After the highest appeals officer of the Corporation receives such written

notification, the Board shall be convened as promptly as possible. The Board shall render a final and binding decision as promptly as possible but not later than 30 days after the case is presented before the Board.

(5.) Claim for time lost shall be waived in any dismissal case which the Organization does not progress under the Expedited Procedure for Handling Dismissal Cases. This shall not preclude the Organization from progressing such a case to a tribunal having jurisdiction pursuant to law without regard to any time limits in this rule. The progression of such a case shall not be considered a request for leniency.

(o.)(1.) Time limits provided for in this rule may be extended or waived by agreement in writing between the applicable officer of the Corporation (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 shall be considered final, except as provided in paragraph (k). 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.

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

#### **RULE 34 - 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 32 and;

(ii.) All disputes appealed from the Director-Labor Relations of the Time Limit on Claims, Rule 31 and;

(iii.) All disputes involving interpretation and application of this Agreement.

Determination of arbitrability (in the event of a disagreement) shall be made by a tribunal composed of a procedural neutral selected in accordance with the Rules of the National Mediation Board.

(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 Rule. Party members of the Board 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 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 person appointed Impartial Arbitrator shall be subject to replacement by mutual consent of the parties, and after the Impartial Arbitrator has served for one year by unilateral determination of either NJT Rail or the Brotherhood of Locomotive Engineers every year. If the office of Impartial Arbitrator should become vacant, the parties will designate a new Arbitrator as soon as practicable.

(g.) 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.

(h.) 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.

(i.) 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 Board shall not conduct a trial de novo where hearings have already been held at a prior level in the discipline or discipline procedure.

(j.) 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.

(k.) 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 the 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.

(l.) 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 35 - 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 (4) hours.

## **RULE 36 - UNION SHOP**

(a.) Subject to the terms and conditions below, all Assistant Engineers shall, as a condition of their continued employment hold or acquire union membership in any one of the Labor organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting Assistant Engineers to membership. Nothing herein shall prevent any employee from changing union membership from one organization to another organization admitting Assistant Engineers to membership.

(b.) Employees shall join any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act, within 60 calendar days of the date on which they complete 30 days of compensated service as Assistant Engineers within 12 consecutive calendar months, and shall retain such membership during the time they are employed as such, except as otherwise provided herein.

(c.) When employees are regularly assigned to official or subordinate official positions or are transferred to regular assignments in another craft they shall not be compelled to maintain membership as provided herein but may do so at their own option.

(d.) Nothing herein shall require an Assistant Engineer to become or remain a member of the Brotherhood of Locomotive Engineers 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 Brotherhood of Locomotive Engineers shall keep account of employees and shall independently ascertain whether they comply with union membership requirements.

(f.) The General Chairman of the Brotherhood of Locomotive Engineers 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 (10) 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 (10) 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 (10) 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 thirty (30) calendar days from receipt of the request from the General Chairman unless NJT Rail and the Brotherhood of Locomotive Engineers 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 (10) 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 Assistant Engineer shall be terminated within ten (10) calendar days of the date of the decision, unless NJT Rail and the Brotherhood of Locomotive Engineers 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 (10) 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 (6) months of the date of such decision. A representative of the Brotherhood of Locomotive Engineers shall have the right to be present at and participate in any hearing which involves the Brotherhood of Locomotive Engineers.

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

(i.) The Brotherhood of Locomotive Engineers 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 37 - DUES DEDUCTION**

(a.) Subject to the conditions herein set forth, NJT Rail will withhold and deduct from wages due employees represented by the Brotherhood of Locomotive Engineers 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 Brotherhood of Locomotive Engineers.

(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 the form specified in **Appendix 17**, page 96 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 the form specified in Appendix 18, page 97, which may be changed by NJT Rail as conditions require. Such list will be furnished to the designated NJT Rail Official, separately for each Division. 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 employees 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 Division of the Brotherhood of Locomotive Engineers, 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 Division, 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 to NJT Rail will be limited to remitting to the Brotherhood of Locomotive Engineers 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 Brotherhood of Locomotive Engineers, and any complaints against NJT Rail in connection therewith will be handled by the Brotherhood of Locomotive Engineers 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 (1) 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 the form specified in Appendix 19, page 98, and both the assignment and revocation of assignment forms will be reproduced and furnished as necessary by the Brotherhood of Locomotive Engineers, without cost to NJT Rail. The Brotherhood of Locomotive Engineers 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 assignment between NJT Rail and the Brotherhood of Locomotive Engineers will be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with any provisions of this rule.

(i.) The Brotherhood of Locomotive Engineers 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 38 - 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 39 - 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 40 - 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 Appendix 5). 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 B of LE. 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.

- See Appendix 5 - Money Purchase Pension Plan, page 71.
- See Appendix 12 - Conrail Supplemental Pension Program, page 87.

#### **RULE 41 - 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.

(b.) All rules, agreements, practices or understanding, whether written, 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 42 - 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 July 1, 1989 and shall remain in effect until June 30, 1992 and thereafter, until changed in accordance with the provisions of the Railway Labor Act, as amended.

(b.) In the event NJ Transit Rail executes an agreement for the period commencing July 1, 1989 to June 30, 1992 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 Agreement, it is agreed that such improvements will be incorporated into the Brotherhood of Locomotive Engineers 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.

(c.) There shall be a moratorium on the serving of Section 6 notices through April 1, 1992, any changes not to become effective before July 1, 1992.

Signed: February 7, 1989

For Brotherhood of                      For New Jersey Transit

Locomotive Engineers:              Rail Operations, Inc.

(original signed by:)              (original signed by:)

E. Dubroski                              George Warrington

Vice President                      Vice President & General Manager

(original signed by:)                              (original signed by:)

T. Abbott                                      D. C. Agrawal

General Chairman                              Special Assistant to

Brotherhood of Locomotive Engineers              Vice President & General Manager

(original signed by:)

Patricia Sebron

Assistant Vice President

Human Resources

## **RULE 43 - FRA CERTIFICATION**

Effective July 1, 1994, NJ TRANSIT will compensate current active fully qualified locomotive assistant engineers who maintain an unrestricted FRA certification license \$5.00 per shift worked. Assistant engineers will not receive certification allowance when receiving pay for time not worked, i.e. bereavement leave, sick leave, jury duty, holidays, personal leave, pay under the Hours of Service Law, or vacation pay. Assistant engineers will receive the certification allowance on quarantine days. An assistant engineer who cannot exercise his/her seniority due to a medical restriction shall not be paid the allowance.

**Appendix A-1**

### **Understanding on Establishment of Assistant Engineer Position**

January 27, 1989

Mr. D. T. Abbott

General Chairman

Brotherhood of Locomotive Engineers

201 Avenue "I"

Matamoras, PA 18336

Dear Sir:

This refers to our discussions concerning the establishment of an agreement to establish the title of Assistant Engineer for current Hostlers and to top and bottom the current Hostlers' and Engineers' rosters.

As we discussed, those current Hostlers who become Assistant Engineers under the provisions of the above-referenced agreement shall be given, as soon as class schedules and service requirements permit, an opportunity to take the preliminary examination for the Engineer training class.

It was also agreed that in the event such employee fails the preliminary examination, he

may retake it at any time it is again offered, with no limit on the number of attempts to pass.

If the above correctly sets forth our understanding, please affix your signature in the space provided below.

Very truly yours,

(original signed by:)

J. S. Baker

Director-Labor Relations

I CONCUR:

(original signed by:)

D. T. Abbott

General Chairman

**Understanding on Establishment of Assistant Engineer Position**

February 7, 1989

Mr. D. T. Abbott

General Chairman

Brotherhood of Locomotive Engineers

201 Avenue "I"

Matamoras, PA 18336

Dear Mr. Abbott:

This will confirm the parties understanding during negotiation of the agreement effective upon ratification of the Collective Bargaining Agreement dated January 27, 1989, to reclassify Hostlers as Assistant Engineers, and to top and bottom the Assistant Engineers and Engineers rosters.

This will confirm that there was no intent on the part of the parties to utilize the above-referenced agreement to force assign either regularly assigned or extra engineers to Assistant Engineer positions either permanently or on a daily basis.

Very truly yours,

(original signed by:)

J. S. Baker

Director-Labor Relations

I CONCUR:

(original signed by:)

D. T. Abbott, General Chairman