

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

(a.) This Agreement will apply to the work or service of transporting passengers performed by the employees specified herein and governs the rates of pay, hours of service and working conditions of all such employees engaged in the operation of engines and any other motive power used in performing the work or services provided by Engineers and all other work generally recognized as the work of Engineers performed on main lines or branch lines, or within yard facilities, or in road, local or yard service.

It is understood that the duties and responsibilities of Engineers will not be assigned to others and that the duties and responsibilities of other crafts effective December 31, 1982 will not be assigned to the Engineers. If a new type of locomotive or motive power is placed in service, Engineers will be instructed in the operation of the new type of locomotive power and used to operate it.

(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.)

201 Avenue "I"  
Matamoras, PA 18336  
August 12, 1 996

Mr. William B. Murphy  
Assistant General Manager  
Labor Relations and Administration  
NJ TRANSIT  
One Penn Plaza East  
Newark, NJ 07105-2246

Dear Mr. Murphy:

Re: Exclusive Representation

The following reflects the intent of the implementation of the Memorandum of Understanding, Rule 1, 2- Scope and Definitions, Sections I, II and III.

United Transportation Union-E (UTU-E) members, who by themselves or through a UTU-E representative, who are desirous of having their claims or grievances, processed in accordance with Rule(s) 45, 46 and 47 of the Brotherhood of Locomotive Engineers' (BLE's) Collective Bargaining Agreement, will

document each claim or grievance and submit it in writing to any of the Local Chairmen of the BLE as listed in the Agreement.

Very truly yours,  
(original signed by:)  
D. T. Abbott General Chairman

I CONCUR:  
(original signed by:)  
William B. Murphy

(c.) "Duly accredited representative," means the General Chairman of the Brotherhood of Locomotive Engineers having jurisdiction, Local Chairman, or any elected or appointed officer of the Brotherhood of Locomotive Engineers designated by the General Chairman.

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

## **RULE 2 - CLASSIFICATIONS AND 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. Engineer rates of pay are:

<b>Effective July 1, 1992</b>	<b>\$19.43 per hour</b>
<b>Effective July 1, 1993</b>	<b>\$19.82 per hour</b>
<b>Effective July 1, 1994</b>	<b>\$20.22 per hour</b>
<b>Effective July 1, 1995</b>	<b>\$21.03 per hour</b>

- 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.
- It is agreed that retired employees and employees who otherwise left the service (except for dismissal for cause, who, if reinstated will

receive the increase due) will receive such payments due for all hours compensated during such periods.

NOTE 1: February 7, 1989 Side Letter

This letter is for the purpose of reflecting the intent of the parties with respect to the side letter of February 6, 1989 concerning Rule No. 2 of the agreement between the parties effective July 1, 1989.

As we agreed, it is the sole intent that the number of regular or extra engineer assignments shall not be reduced or eliminated as a direct result of the expansion of the duties of Assistant Engineers.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

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

NOTE 2: February 7, 1989 Side Letter

The following reflects the agreement of the parties concerning the utilization of qualified Assistant Engineers pursuant to Rule 2 of the agreement between the Brotherhood of Locomotive Engineers and NJ Transit Rail Operations for the period commencing July 1, 1989.

In this regard, the parties agreed that as of the ratification date of this agreement, no Engineer will be placed in a worse position than prior to ratification with respect to wages, hours, or working conditions directly as a result of the January 27, 1989, Agreement of Understanding establishing the title of Assistant Engineer and Rule 2, establishing an increased rate of pay for Assistant Engineers qualified to perform additional tasks.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

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

(b.) Eight (8) consecutive hours or less of work shall constitute a basic day for purposes of the Agreement. The basis of pay for Engineers shall be based on hourly rates, and shall be considered as payment for all the duties of an assignment within any territory, area, or location, and for any and all duties performed by the employee on the assignment, except as specifically noted in the Agreement.

NOTE: April 29, 1983 Side Letter

With regard to Rule 2 of the Collective Bargaining Agreement between NJTRO and the BLE, it is agreed that for the daily assignments that are advertised to work less than 8 hours, no segment of layover time will be deducted from such assignments in calculation of the earnings for such assignments.

Original signed by:

T. J. Cavan - General Chairman Conrail for BLE

J. P. Carberry - Vice President BLE

Martin E. Robin - Deputy Executive Director for NJTRO

(c.) The term "work week" for regularly assigned Engineers will mean

a week beginning on the first day on which an assignment is bulletined to work, and continuing for five consecutive days. For Engineers assigned to an extra board, the term "work week" will mean a period of seven consecutive days, starting with Monday.

(d.) When pilots are required for engine service, they will come from the ranks of Engineers and will be paid the Engineer's rate of pay.

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

The On/Off duty times for all assignments on the Newark Division shall be as shown in Summary Superintendent's Notice S2-88, October 1, 1988. The On/Off duty times for all assignments on the Hoboken Division shall be as shown in Trainmaster's Bulletin No. 11 and Road Foreman's Bulletin No. 4, February 21, 1986.

The On/Off duty times herein specified will remain in effect unless changes are mutually agreed to by NJT Rail and the B of LE.

**NOTE 1: ON AND OFF DUTY TIMES FOR ENGINEERS NEWARK DISTRICT**

<b>Initial Terminal</b>	<b>Initial On</b>	<b>Intermediate On</b>	<b>Intermediate Off</b>	<b>Final Off</b>	<b>Deadhead On</b>	<b>Deadhead Off</b>
New York	30	30	15	15	15	10
MMC *	45	60	35	30	-	-
Princeton	30	15	10	30	-	-
Trenton	30	15	10	15	15	10
County **	30	15	10	30	15	10
Raritan ***	30	20	20	30	15	10
Long Branch	30	15	10	30	15	10
Bay Head ****	40	15	30	30	15	10

\* Initial on and Final off duty times apply to "MM" symbol assignments not "MC" symbol yard assignments; Intermediate times are based on arrival and departure times form Newark Penn Station.

\*\* On and off duty times should be taken from the arrival or departure time from Jersey Avenue Station not County Yard.

\*\*\* On and off duty times should be taken from the arrival or departure time from Raritan Station, not Raritan Yard. For those ticket collectors whose assignment

requires them to pick their train up at Raritan station on duty time is 20 minutes and off duty time is 15 minutes.

\*\*\*\* On and off duty times should be taken from the arrival or departure time from Bay Head Station, not Bay Head Yard.

NOTE 2 : ON AND OFF DUTY TIMES FOR ENGINEERS HOBOKEN DISTRICT

Initial Terminal	Initial On	Intermediate On	Intermediate Off	Final Off	Deadhead On	Deadhead Off
Dover	45	30	10	30 *	15	0
Gladstone	45	30	10	30 *	15	0
Hoboken	30	30	10	15 *	15	0
Port Jervis	45	30	10	30 *	15	0
Suffern	45	30	10	30 *	15	0
Waldwick	45	30	10	30 *	15	0
Woodbine	45	30	10	30 *	15	0

\* The final off-duty times indicated are maximum allowable times. This time will be calculated from the arrival of a train at its final station stop.

Listed below are Assignments which will be allowed (15) minutes for the final off-duty time:

Assignment	Terminal
65	Suffern
162 (Sun. only)	Dover
164 (Sat. & Sun. only)	Dover
165	Dover
166	Dover
168	Dover
183 (Sat. only)	Dover
131 (Sat. & Sun. only)	Gladstone
134 (Sat. only)	Gladstone
135	Gladstone
140	Gladstone
183 (Sat. & Sun. only)	Gladstone & Dover

(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 (page 90) will receive the Assistant Engineer's Rate of Pay.

- See Appendix 7 - 10.4% Differential Agreement, page 67.
- See Appendix 11 - Itemized Statement Agreement, pages 75.
- See Appendix 16 - Sunnyside Agreement, page 80.
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### RULE 3 - OVERTIME

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

hours, except that an employee shall not be paid for the largest segment of time (calculated on an actual minute basis) held for duty, but not on duty, provided that the amount of unpaid time held for duty, but not on duty or in service, shall not be less than 15 minutes or exceed one hour."

**Examples:**

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

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

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

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

(d.) Overtime shall be paid for service on the sixth or seventh day of service in any work week provided the employee has performed service or has been compensated for five (5) days during such work week."

**RULE 4 - VACATION**

(a.) A full-time employee who is eligible for vacation because of continuous years of service with NJT Rail (including, for an employee transferred from the Consolidated Rail Corporation, any years of compensation 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 in effect December 31, 1982. The parties shall modify the provisions of the National agreement to the extent that employees will be paid 1/52 of the previous year's earnings or the rate of the last assignment worked, not to exceed five days pay, whichever is greater.

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

(c.) An advertisement for vacation assignment for the following year will be posted not later than October 15. Written bids for vacation assignment will be accepted until November 15.

(d.) The Carrier will establish the maximum number of engineers to be assigned vacation periods in each week consistent with the requirements of the service, and at its discretion this allocation will be made on a system-wide division or location basis.

(e.) Engineers will be assigned to vacation periods in accordance with their earliest retained seniority date in engine service as shown on the New Jersey Transit Engineers Order Selection List Seniority Roster. If other than system wide allocation is used, the bidders work location on date of bid will be used to determine his vacation assignment.

(f.) The Local Chairman(men) of the Brotherhood of Locomotive Engineers and the designated officer of the Carrier will assign vacations, including engineers who do not make sufficient choices to obtain an open vacation period. It is understood the lack of participation by Local Chairman will not be cause to delay making assignments.

(g.) Changes in assigned vacation periods will only be made by agreement between the appropriate Local Chairman of the Brotherhood of Locomotive Engineers and the designated Carrier officer.

(h.) Rule 48 will not be applicable for participation in vacation assignments for required changes.

(i.) During a transition year, Engineers service anniversary date for computing vacation entitlement will be January 1 of that year, provided the Engineers transition anniversary date falls on any day during that year.

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

(k.) B of LE Local Chairmen are permitted to take up to a maximum of (10) single vacation days.

## **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.

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. (See Appendix 1 - Medical Benefits Summary, page 59.)

(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 Engineers 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

### Health and Welfare Contributions:

	Traditional		Select	
	Weekly Contribution		Weekly Contribution	
	Before Tax	After Tax	Before Tax	After Tax
Single	\$2.00	\$1.20	\$1.25	\$75
Parent&Child	\$4.00	\$2.40	\$2.50	\$1.50
Husband & Wife	\$7.50	\$4.50	\$5.00	\$3.00
Family	\$9.00	\$5.40	\$7.50	\$4.50
Contributions for HMO Blue Subscribers waived for Rx and Dental as well as				

### HMO.

**NOTE: See Engineers Appendix 1 page 152.**

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## **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.

1. • **See Appendix 4 - Injury Benefits - Off- Track Vehicles, page 68.**

## **RULE 7 - RIDERSHIP PASSES**

NJT Rail shall provide each employee with a pass entitling the employee to unlimited rides on all rail 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 8 - HOLIDAYS**

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

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Washington's Birthday</b>	<b>Veterans Day</b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Day after Thanksgiving</b>
<b>Fourth of July</b>	<b>Christmas</b>
<b>Martin Luther King's Birthday</b>	

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, irrespective of the number of trips or tours of duty worked.

NOTE 2: For any of the above-listed holidays, the day observed by the State of New Jersey will be considered the holiday.

(b.) Any regularly assigned Engineer required to work 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 Engineer must be available for or perform service as a regularly assigned Engineer 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 Engineer whose assignment is annulled, cancelled or abolished, or a regularly assigned Engineer 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 work week, the first workday following his "days off" 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 a Engineer, the qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

NOTE: A regularly assigned Engineer who qualified 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.

**Engineers Assigned to an Extra Board**

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

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Washington's Birthday</b>	<b>Veterans Day</b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Day after Thanksgiving</b>
<b>Fourth of July</b>	<b>Christmas</b>
<b>Martin Luther King's Birthday</b>	

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 irrespective of the number of shifts worked.

NOTE 2: For any of the above-listed holidays, the day observed by the State of New Jersey will be considered the holiday.

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

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

NOTE 2: An Engineer assigned to an extra board will be deemed to be available if he is ready for

service and does not lay off of his own accord.

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

(h.) Any Engineer assigned to an extra board who works on any of the holidays listed in paragraph "f" will be paid at the overtime rate, for all services performed on the holiday, provided the employee qualifies under paragraph "g" of this Rule.

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

### **RULE 9 - CHOICE HOLIDAYS**

Effective July 1, 1989, Engineers covered by this Agreement will receive one (1) "choice holiday" as a twelfth holiday, in lieu of a workday, subject to the qualifying requirements of the Holiday Rule, except that they will not be required to work or to be available for work on the "choice holiday" to qualify for holiday pay for such "choice holiday" if they so elect. 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 10 - ENGINEER SICKNESS - LEAVES**

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

### **1. 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. 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. 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 11 - PERFORMANCE OF SERVICE BY ENGINEERS**

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

(i.) Passenger service engineers may be required to yard any trains at all terminals.

(ii.) Passenger service engineers may be required to transfer any trains to and from all repair, service, and fueling facilities.

(iii.) Passenger service engineers may be required to set out and pick up any defective cars at all terminals.

(iv.) Passenger service engineers may be required to operate any trains through the washing machine.

NOTE: February 12, 1988 Side Letter

This will confirm our understanding that when NJ Transit Rail Operations Extra Engineers are called for an assignment that does not require the operation of MU's, such Engineers shall not be required to carry MU handles.

It was further agreed that this in no way relieves such Engineers of their responsibility to operate MU's, if required to do so, during a tour of duty.

Original signed by:

R. W. Godwin - General Chairman Conrail for BLE

Patricia Sebron - Assistant VP Human Resources for NJTRO

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

(c.) NJT Rail is not permitted to advertise regular assignments to work in Passenger Service and other than Passenger Service during the same tour of duty or on any regular basis.

- See Appendix 10 - MMC Scope of Work, page 74.

## **RULE 12 - SENIORITY**

(a.) The NJT Rail area of operations will constitute a single seniority district. The seniority ranking on NJT Rail for Engineers transferring pursuant to the Implementing Award of October 14, 1982, as amended, will be in accordance with the Order Selection List established pursuant to the Implementing Award, as amended.

(b.) Engineers, without prior rights as defined in this Rule, 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. When two or more Engineers without prior rights start at the same time on the same day, they will be ranked in alphabetical order according to their last names. Furloughed Conrail Engineers who transfer to NJT Rail pursuant to the Implementing Award will establish seniority at NJT Rail as of the first day they perform service as Engineers for NJT Rail. The ranking of Engineers covered by this paragraph shall follow the ranking of all employees covered by paragraph "a".

(c.) A roster showing seniority dates, promotion dates, prior rights (if any), and seniority standing will be posted in a conspicuous place at all terminals for the information of Engineers, with copies to the General Chairman.

(d.) The roster will be revised and posted by March 1 of each year (except that in 1983, the roster will be posted no later than May 1) and will be open to protest by the Engineer or his duly accredited representative for a period of 60 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. Engineers who are off on leave of absence, vacation, sickness, disability or suspension at the time the rosters are posted will be given 60 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.

(e.) (1.) All vacant prior, prior or prior right Order Selection List Roster numbered slots that are vacant will be filled by the senior prior, prior or prior right engineer of their predecessor road.

(2.) The Order Selection List will be updated as order selection slots become vacant and filled on a monthly basis, or in the event of prior prior or prior right engineers entering the service of New Jersey Transit under the terms of the Implementing Agreement of October 14, 1982 or other agreed to agreements.

NOTE: January 27, 1989 Side Letter established the following additions to Rule 12:

(f.) Establishment of Seniority Date

All Locomotive Engineer Trainees, as defined in the Locomotive Engineer Trainee Program Agreement (LETP) who enter service in a classification covered by these work rules, will establish seniority on the date the first day compensated as a Locomotive Engineer Trainee.

(g.) Roster Placement

(1.) First in each Locomotive Engineer Trainee class to be ranked on the Roster will be current NJTRO Assistant Engineers. These employees will be placed on the roster according to the employees earliest retained Assistant Engineer service date.

(2.) Next to be ranked on the roster will be current NJTRO employees transferring from another position in the company. These employees will be placed on the roster according to the employees earliest retained NJTRO service date. Should two or more of these employees have the same NJTRO service date, or become promoted Engineers on the same date, they will be ranked on the roster in alphabetical order according to their last name.

(3.) Employees hired from external sources having no prior NJTRO service date will be placed on the roster after all current employees have been ranked. These Trainees will be ranked on the roster in alphabetical order according to their last name.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

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

NOTE 1: January 27, 1989 Side Letter

This is in reference to our discussions concerning the anomalous situation concerning the amendment to Rule 12 signed between the parties on January 27, 1989, and effective October 17, 1988.

As we discussed, the parties have agreed that with respect to this amendment as it applies to the current Locomotive Engineer Training Programs, which commenced on June 6, 1988, and October 17, 1988, the following will apply:

1. Those members of the June 6, 1988 Locomotive Engineer Training Program who successfully complete such program and all attendant requirements, will establish Locomotive Engineer seniority on January 27, 1989. The relative standing of those individuals on the roster will be as provided in Paragraph "G" 1, 2, and 3 of the amended Rule 12 Seniority Agreement dated January 27, 1989.

2. Those members of the October 17, 1988, Locomotive Engineer Training Program who successfully complete such program and all attendant requirements, will establish Locomotive Engineer seniority on January 27, 1989, however, the first ranked engineer of this class shall be ranked on the roster immediately following the last locomotive engineer ranked on the roster from the June 6, 1988, Locomotive Engineer class. The relative standing of those individuals on the roster will be as provided in Paragraph "G" 1, 2, and 3 of the amended Rule 12 Seniority Agreement dated January 27, 1989.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

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

NOTE 2: February 8, 1989 Side Letter

The following reflects the intent of the parties with respect to the amendment to Rule 12-Seniority entered into January 27, 1989, as it relates to the inclusion in the Locomotive Engineer Trainee Program of January 30, 1989, of those trainees who are currently being trained solely as Assistant Engineers.

As we agreed, the above-referenced Assistant Engineer trainees will be accorded a seniority date of January 30, 1989 at such time as they complete the Locomotive Engineer Training Program in its entirety and fulfill any attendant requirements to become qualified Locomotive Engineers. As we also agreed, such individuals will be accorded a ranking immediately behind those successfully complete that training class and all attendant requirements to become fully qualified Locomotive Engineers at the conclusion of that class.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

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

NOTE 3: October 18, 1989 Side Letter

The following reflects the intent of the parties with respect to the amendment to Rule 12 - Seniority entered into January 27, 1989, as it relates to the inclusion of those trainees who are currently being trained solely as Assistant Engineers.

As we agreed, the above reference Assistant Engineer trainees will be accorded a seniority date of August 14, 1989 at such as they complete the Locomotive Engineer Training Program in its entirety and fulfill any attendant requirements to become qualified Locomotive Engineer. As we also agree, such individuals will be accorded a ranking immediately behind those Locomotive Engineer trainees in the August 14, 1989, class who successfully complete that training class and all attendant requirements to become fully qualified Locomotive Engineers at the conclusion of that class.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

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

- See Appendix 8 - Expanded Seniority Rights, page 68.
- See Appendix 9 - Understanding on Free Flow, page 69.
- See Appendix 14 - Establishment of Assistant Engineer Position, page 76.

### **RULE 13 - ACCUMULATION OF SENIORITY**

(a.) Employees covered by this Agreement who have been or who are hereafter appointed to a position at NJT Rail 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 2, 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 14 - BULLETINS AND ASSIGNMENTS**

(a.) New assignments, assignments subject to readvertisement, extra board assignments and vacancies which NJT Rail intends to fill 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 Engineers of any assignments they are awarded.

Notwithstanding the above provision and/or the manner in which it has been applied to date, when 20% or more of the assignments, on any division, are scheduled to change on a day other than Monday, NJT Rail may post a bulletin advertising those assignments for five (5) days and award them within two (2) days of the close of the bulletin. The General Chairman must be notified in advance of such special bulletin and provided with a copy of such two (2) days in advance of the posting of such special bulletin.

(b.) Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the Engineer will be off for a period of 30 or more days or when such Engineer 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 will show the designated on and off duty point; turnaround or layover point; days on which the assignment is scheduled to work; assigned reporting time; and train or crew numbers.

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

(d.) An Engineer 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, unless the position has been materially changed. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.

(e.) An Engineer who is occupying a regular assignment which is readvertised in accordance with the provisions of this Rule may elect to exercise his seniority to another assignment within 48 hours after the effective date and time of the change causing the readvertisement. An Engineer who does not elect to exercise his seniority to another assignment is considered an automatic bidder for his regular assignment after the advertisement is closed and the assignment has been made. If he is not assigned to any job as the result of that advertisement, he

will immediately leave the assignment he has been holding, and will be allowed 24 hours in which to exercise his seniority.

(f.) An Engineer returning to duty after being absent less than 30 days by reason of sickness, temporary disability, suspension, vacation or leave of absence, 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 Engineer absent because of a reason listed in this paragraph for a period of 30 days or more, upon his return to duty, may exercise his seniority on any assignment.

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

(i.) Changing the designated point for going on and off duty, layover, or turnaround point; or any train of the assignment.

(ii.) Changing advertised starting time at the designated point for going on and off duty or arrival time at the end of the assignment, 30 minutes or more.

(iii.) Changing the assigned rest days.

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

(h.) Assignments will be made to Engineers 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. Engineers will be given a receipt for bids submitted to the designated officer of NJT Rail.

(i.) If a permanent vacancy(s) develop for an Engineer(s) for which no valid applications are received, the Junior Engineer(s) on the Extra List(s) in the Division will be force assigned to fill the vacancy(s). The Senior Engineer of the Engineers to be force assigned will have his or her choice of the assignments to be filled including Extra List(s).

NOTE: February 7, 1989 Side Letter

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.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

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

(j.) When an extra board is to be increased, the required number of Engineers may be added to the board during the advertisement and assignment period with the understanding that they are bidders for the board. The senior engineer of the engineers to be force assigned will have his or her choice of the assignments to be filled.

(k.) Regular runs will be rearranged at the discretion of the designated NJT Rail officials by consultation with the interested local chairmen.

(l.) An Engineer entitled to exercise his seniority may exercise his seniority to a vacant assignment that is subject to advertisement or under advertisement, provided he does so before the assignment is to be made. An Engineer's exercise of seniority to such an assignment shall be considered as his bid for the assignment. If when the assignment is awarded he is not the successful bidder, he must exercise his seniority. An Engineer who exercises his seniority to a vacant assignment in accordance with this paragraph is subject to displacement by a senior engineer entitled to exercise his seniority, provided the displacement takes place before the assignment is to be made, and the displacement to the assignment shall be considered as his bid for the assignment. If when the assignment is made he is not the successful bidder, he must exercise his seniority.

NOTE 1: February 27, 1989 Side Letter

All Engineers and Assistant Engineers except those who have been assigned under the provisions of Rule 14, Paragraph (i), may elect to make an optional displacement to an assignment held by a junior Engineer. The application for an optional displacement must be submitted in writing and in accordance with Rule 14 (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. 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 Engineer.

Original signed by:

D. T. Abbott - General Chairman NJT for BLE

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

NOTE 2: September 20, 1989 Side Letter

**Example of Optional Displacement (Roll Over)**

1. Engineers and Assistant Engineers must submit written bids beginning at 12:01 A.M. Monday, September 25, 1989, until 11:59 P.M. Thursday, September 28, 1989, if they wish to exercise their seniority

against a Junior Engineer or Assistant Engineer who is the owner of a regular assignment or the Extra List.

2. Engineers and Assistant Engineers must make sufficient selections on their bid sheets indicating, by numerical order, preference which assignment they wish to displace to, and if they are combining their bids for optional displacement with their bids for assignments that are under advertisement on the current Engineers or Assistant Engineers Bulletin Advertisement, they must clearly indicate in the following manner:

Engineers who are automatic bidders for assignments under Advertisement on the current Bulletin to be awarded Friday, September 29, 1989 will be awarded their automatic bid as their last choice.

Engineers and Assistant Engineers who are successful bidders will remain on their current assignment until 12:01 A.M. Monday, October 2, 1989, and at that time will be placed on the assignment they were awarded. Engineers and Assistant Engineers who are displaced because of the roll over will not vacate their assignment until 12:01 A.M. Monday, October 2, 1989. Engineers and Assistant Engineers who make application to the roll over but are outbid by a Senior Employee will not receive displacement rights and will remain on their assignment, however, if these employees are displaced as a result of the roll over, they will have displacement rights of 48 hours from when they are notified after the awards are made on Friday, September 29, 1989. Engineers and Assistant Engineers who do not elect to change assignments on the roll over but are displaced as a result of the roll over will have the same displacement rights and will have 48 hours from when they are notified after the assignments are made on Friday, September 29, 1989.

3. Engineers and Assistant Engineers who are notified on Friday, September 29, 1989, or thereafter that they have been displaced as a result of the roll over may use their displacement rights to displace a Junior Employee or displace to a vacant assignment which is under advertisement or subject to advertisement with the understanding that they will be the automatic bidder for that assignment when it is subsequently advertised. These Engineers or Assistant Engineers who use these displacement rights may not cover the assignment they displace to until 12:01 A.M. Monday, October 2, 1989.

4. Engineers and Assistant Engineers may not make written application to assignment(s) that they feel may be vacated on the roll over by a Senior Employee. Assignment(s) vacated by Engineers and Assistant Engineers on the roll over will be advertised on the next advertisement bulletin of September 29, 1989 so as to give all employees the opportunity to bid for these vacancies.

5. Engineers who are on Forced Assigned Assignments may not make application for the roll over, however, they may bid for assignments on the Engineers Bulletin Advertisement and they will have full displacement rights if they are displaced as a result of the roll over.

6. Engineers and Assistant Engineers who are awarded assignments on Friday September 29, 1989 will be considered the owners of those assignments on that date and anyone with displacement rights which resulted from the roll over will be displacing those employees who in

turn will follow the same sequence, neither can leave or mark up on those assignments until 12:01 A.M. Monday, October 2, 1989.  
NOTE: Side Letter December 18, 1989

#### **The Following Clarifies and Interprets Rule 14**

(a.) Whenever regular assignments are to be rearranged pursuant to the provisions of Rule 14(k) and subsequently advertised in accordance with Rule 14(a), NJ Transit Rail Operations will make every effort to arrange to make schedule changes on a Monday, and the assignment(s) so changed will be placed under advertisement on the current advertisement bulletin effective the Monday of the advertisement. An Engineer who is occupying a regular assignment which is advertised in accordance with these conditions will have 48 hours from 12:01 a.m., Monday of the posting of the Bulletin to exercise their seniority, or they may elect to stay on their changed assignment, and by so doing, they will be the automatic bidder for that assignment. Engineer(s) electing to exercise their seniority to an assignment which is subject to advertisement or under advertisement will be the automatic bidder for that assignment.

Whenever regular assignments are to be rearranged as outlined herein for the purpose of rearranging Holiday assignments, NJTRO will notify each affected Engineer verbally so as to insure that said Engineer(s) are fully informed that their holiday assignment(s) are rearranged, and their displacement rights are effective starting at 12:01 a.m. on the Monday that the rearranged holiday assignments first appear on the Engineer's advertisement bulletin. It should be clearly understood that additional displacement rights will not be given when the affected holiday(s) become due.

(b.) When regular assignments are to be rearranged due to conditions which preclude NJTRO from adhering to a Monday advertisement as outlined in Paragraph (a), NJTRO will, by verbal communication and/or written notice, by the crew dispatcher, notify the owners of the assignment(s) at least eight (8) hours in advance of the reporting time of the changed assignment and when so notified the Engineer will have 48 hours from the time of said notification to exercise their seniority, or they may elect to stay on their changed assignment(s), and by so doing, they will be considered the automatic bidder for that assignment. Engineer(s) electing to exercise their seniority to an assignment which is subject to advertisement or under advertisement will be the automatic bidder for that assignment.

NJ Transit Rail Operations will advertise the changed assignment(s) on the Engineer's advertisement bulletin immediately following the effective date and time of change causing the readvertisement and when so advertised it will be understood that the Engineer(s) whose positions were changed and were given the 48 hours to exercise their seniority or those who chose to stay on their changed assignments will not be given additional displacement rights when the assignments appear on the Engineer's advertisement bulletin on the following Monday.

(c.) In all cases as outlined in par. (a) and (b) above, Engineer(s) who exercise their seniority, will be allowed to bid for

other Engineers positions on the current bulletin with the understanding that if they are an automatic bidder for an assignment and they bid on other assignments on that bulletin, their automatic bid will be their last choice. Engineer(s) who are automatic bidders for an assignment and who do not elect to bid any other assignment(s) on the bulletin that they are automatic bidders for, do not have to make written bid for that assignment and if no senior Engineer bids for that assignment, they will be automatically awarded that assignment.

Original Signed by:

D. T. Abbott - General Chairman NJT for BLE

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

### **RULE 15 - REDUCING AND INCREASING FORCES**

(a.) In reducing forces, seniority in the order of selection list will govern. Engineers 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 duly accredited representative.

Engineers whose positions are abolished may exercise their seniority rights to displace junior Engineers within 48 hours after the date of notification of abolishment. Engineers displaced may exercise their seniority in the same manner within 48 hours after the date of notification of displacement. Engineers who are able to but fail to exercise their displacement rights within the prescribed time will, if seniority allows, revert to the extra board. Engineers not possessing sufficient seniority to displace any Engineers will be placed in furlough status.

Engineers exercising displacement rights under this Rule must meet all the qualifications required of the assignment to which they displace before being permitted to work. A displaced Engineer is not to be considered displaced until the displacing Engineer covers the assignment.

(b.) Engineers 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 duly accredited representative.

(c.) When forces are increased or vacancies occur, furloughed Engineers will be notified by certified mail or telegram, sent to the last address given, with a copy provided to the duly accredited representative, and will be recalled to service in seniority order.

(d.) Furloughed Engineers who fail to return to service within 30 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 16 - ANNULMENT OF ASSIGNMENTS**

(a.) When it is known that the assignment of a regular assigned Engineer, except the extra board, is to be annulled for one day or longer, the Engineer will be notified at least four hours in advance of

reporting time (except when it is known that a regular yard assignment is to be annulled for one or more days, an Engineer filling such an assignment shall be notified at least sixteen (16) hours in advance of such annulment; if not known at or prior to sixteen (16) hours in advance Engineers shall be notified at least eight (8) hours in advance.)

When a regular assignment is annulled for one day or more, exclusive of holidays, an employee holding the assignment may elect to hold the assignment for the period of annulment 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 twenty-four (24) 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.

Engineers who are affected by an emergency annulment and report for work without having been previously notified not to report, will receive three hours' pay at the applicable rate of their positions. If Engineers work any portion of the day, they will be a minimum day's pay. 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 17 - DEADHEADING**

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

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

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

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

## **RULE 18 - EXTRA BOARD**

(a.) An Engineer who is assigned to an extra board who is available for service during an entire weekly period and who does not

layoff or miss a call will be guaranteed a money equivalent of 40 straight-time hours each weekly period. NJT Rail shall determine the location of and the number of Engineers assigned to an extra board.

(b.) Engineers assigned to an extra board must be available and qualified to work any assignments which the extra board protects.

Engineers assigned to an extra board will be called first in, first out, as registered on the extra board.

(c.) Engineers assigned to an extra board must register on the extra board with the crew dispatcher immediately upon completion of their tour of duty as soon as phone service is available.

(d.) Engineers assigned to an extra board who miss a call shall be held off the extra board for 24 hours and will be placed at the bottom of the extra board.

(e.) Engineers assigned to an extra board will be called as nearly as possible three (3) hours before the time required to report for service or deadhead. Where local conditions warrant, the duly accredited representative and the designated NJT Rail official may agree to a different calling time, subject to the approval of the General Chairman and the highest appeals officer of NJT Rail.

(f.) Engineers assigned to an extra board who do not have sufficient time under the Hours of Service Law to be called for service shall retain their standing on the extra board until they are called for service after their rest.

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

(h.) Engineers who are sent to outlying points in accordance with this Rule 18(h), will be called first in, first out on a daily basis. Deadhead payments in accordance with this Rule will be allowed only the first engineer for the going trip and the last engineer for the returning trip for each seven (7) day period of the vacancy. Travel allowance in accordance with the Rule will be allowed to each engineer called within the seven (7) day period of the vacancy.

(i.) NJT Rail may, from time to time, establish extra boards at outlying points. Engineers assigned to such an extra board who are available for service during an entire weekly period and who do not layoff or miss a call will be guaranteed a money equivalent of 40 hours at the straight-time rate.

1. Engineers who bid to an extra board pursuant to this paragraph shall not be eligible for deadhead payment or any other reimbursement for travel.

2. If no bids are received for an extra board established pursuant to this paragraph, the junior 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 Engineer becomes available, at which time, upon request, he will be released with displacement rights.

(j.) An Engineer assigned to an extra board who lays off or misses a call will have his weekly guarantee reduced by the earnings of the assignment he was called for, or would have been called for, but did not work.

(k.) An Engineer assigned to an extra board who is otherwise available for service during an entire weekly period may request additional rest over that which he is entitled by the Hours of Service Law, up to a maximum of two hours. An Engineer who is granted permission for additional rest who otherwise would have been called during this additional rest period shall retain his position on the extra board but shall have his weekly guarantee reduced in accordance with paragraph "j" of this Rule.

(l.) Rest days: Ten (10) percent of the employees on the extra lists for any division (with a minimum of one) will be permitted to mark off for one day on any given day in any work week. An employee on the extra lists will only be allowed to exercise this right to mark off once during the work week. This rule will become effective March 1, 1989 or earlier if practicable.

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

**The following clarifies and interprets Rule 18, Paragraph m.**

Question: 1. Does paragraph (m), Rule 18, Extra Board, apply to both regular employees and extra employees who make application for assignments known to be vacant for more than five days?

Answer: No. This Rule applies to extra employees only.

Question: 2. When an employee applies for and is awarded an assignment known to be vacant for more than five days pursuant to paragraph (m) of Rule 18, Extra Board, how long must the employee remain on the vacancy?

Answer: The following paragraphs are intended to clarify the specific operation of Rule 18(m).

a. An employee awarded a vacancy under paragraph (m) must remain on the vacancy until (i) the regular employee returns to the position, (ii) the employee is displaced by a senior extra employee, or (iii) the vacancy is advertised and awarded in accordance with Rule 14(b).

b. An Employee awarded a temporary vacancy pursuant to paragraph (m) of Rule 18 will not be permitted to displace to or make application for another temporary vacancy.

c. An employee awarded a temporary vacancy pursuant to paragraph (m) of Rule 18 who bids for and is awarded a permanent assignment pursuant to Rule 14 must vacate the vacancy within five (5) calendar days and work the permanent assignment. Employees must notify the crew caller not less than four hours in advance of reporting time of the assignment.

d. Engineers who are working temporary vacancies who are displaced or who must surrender a temporary vacancy because the incumbent Engineer has resumed or for any other reason which would render them back to the Extra List, will be placed on the Extra List at the time they are so notified by the Crew Dispatcher, unless at that time they choose to take another temporary vacancy through verbal communication with the Crew Dispatcher.

e. Vacation vacancies of one week or more, whether created by the regular assigned Engineer or a Temporary Engineer may be taken on the first day of the scheduled vacation or thereafter by the Senior Qualified Engineer making application by verbal communication with the Crew Dispatcher. Vacancy's may not be taken within four hours of the on duty time of the assignment, and vacancy's may not be taken in advance of twenty-four hours of the on duty time of the assignment.

f. Extra Engineers who are working a temporary vacancy who may be absent from that temporary vacancy for reasons other than vacation and by doing so create a vacancy, will be filled from the appropriate Extra List in accordance with Rule 18(h), including the interpretation, and understanding, of March 18, 1985, application of Rule 18.

NOTE: March 18, 1985 Side Letter

This Letter of Understanding dated this 18th day of March, 1985 between the employees represented by the Brotherhood of Locomotive Engineers and New Jersey Transit Rail Operations, Inc. (NJTRO) sets forth the application, interpretation, and understanding of Rule 18 of the agreement effective January 1, 1983.

It is agreed:

1. When an extra list is exhausted, the crew caller will go to the next nearest extra list established by Time Table miles within the district.

a. Engineers called from the first manned nearest extra list to supplement another manned list within the district will be called first in, first out on a daily basis and deadhead payments will be allowed on a daily basis.

b. Engineers called from the first manned nearest extra list to supplement another unmanned list within the district will be called first in, first out on a daily basis and deadhead payments will be allowed only the first engineer for the going trip and the last engineer for the returning trip for each seven (7) day period of the

vacancy. Travel allowance in accordance with the Rule will be allowed to each engineer called within the seven (7) day period of the vacancy.

c. In the event that the first manned nearest extra list is exhausted and the next nearest extra list is utilized, the engineer called in this situation will be allowed deadhead pay and travel allowance to and from the assignment on a daily basis.

2. Engineers assigned to an extra list who are called to supplement another extra list within the District who layoff or miss a call will have their weekly guarantee reduced by the earnings of the assignment called for or would have been called for but did not work.

Original signed by:

D. F. Riley - General Chairman Conrail for BLE

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

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- **The original paragraph 1. of this Agreement replaced Rule 18(h), and the original paragraph 2. changed call time in Rule 18(e) from a two (2) hour call to a three (3) hour call to report for deadhead. These changes are in place in Rules 18(e) and (h).**

## **RULE 19 - RELIEF DAY WORK**

(a.) Regular Engineers who desire to work on the relief days of their assignments after the Guaranteed Extra Board at a location is exhausted shall so indicate in writing to the Crew Dispatcher at least 48 hours prior to the commencement of the relief days of his assignment. There shall be a separate relief day list at any location where a Guaranteed Extra Board is established. An Engineer may work upon the Relief Day List at the location where his regular assignment starts and finishes. If there is no Relief Day List at that location, he may mark up on the Relief Day List at the nearest location where such a list is maintained. The Engineer will provide a copy of any such request to the BLE Local Chairman having jurisdiction.

(b.) If two or more Engineers request to mark upon a Relief Day List at the same time, seniority will establish the order of mark-up.

(c.) An Engineer will be called from a Relief Day List when no Engineers on the Guaranteed Extra Board protecting the assignment are available. An Engineer called in accordance with this paragraph (c) must fulfill the assignment for which called. An Engineer, however, will not be given an assignment that will prevent him from covering his regular assignment the following day due to lack of rest, but he will retain his relative standing on the Relief Day List.

(d.) Calls from a Relief Day List shall be made in the same manner as a Guaranteed Extra Board, except that an Engineer who misses a call off a Relief Day List will be held off such list for the remainder of his rest days in that work week and then shall be marked up at the bottom of the list.

(e.) Except when they are on assigned vacation or authorized to be absent from duty, Engineers who are marked up on a Relief Day List and miss two successive calls shall have their names removed from the

list. They shall not be permitted to make written application again for a Relief Day List for thirty (30) days.

(f.) Engineers who perform service on their regular relief days will be paid for time on duty at one and one-half times the regularly applicable rate, provided they have performed service on five (5) consecutive days prior to the inception of their relief days or, in the event of a change in assignments, provided they have performed service on five (5) consecutive days during the last work week of their former assignment. If an Engineer is compensated for reporting at the direction of NJT Rail or for a holiday during the work week, it will be considered a work day for the purpose of being eligible for payment at the rate of time and one-half on relief days. Engineers absent on account of sickness or absent with permission will not be considered as fulfilling the five (5) days requirement.

### **RULE 20 - DEFERRED STARTING TIME**

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

### **RULE 21 - REPORTING OFF DUTY WITH PERMISSION**

(a.) Extra Engineers must request permission to be absent from duty prior to the time they are called and regularly assigned Engineers 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.

(c.) Extra engineers who have been authorized permission by NJTRO to be absent from duty in accordance with Rule-21 must be off a minimum of twelve (12) hours from the time they notify the crew caller and are allowed time off with permission.

(d.) Regular assigned engineers who have been authorized permission by NJTRO to be absent from duty in accordance with Rule-21 must report for their assignment a minimum of four (4) hours prior to the established on-duty time for their assignment.

### **RULE 22 - CALLS**

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

hours at the straight-time rate and, in the case of Engineers assigned to an extra board, will be placed at the bottom of the extra board.

(b.) An Engineer 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.

(c.) Engineers who are called in an emergency situation after having already performed compensated service on the day involved will be paid for actual time worked, with a minimum of three hours at the straight-time rate.

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

(i.) Involves or may cause delay to traffic because all tracks are blocked.

(ii.) Involves delay to a passenger train or trains.

(iii.) Involves violation of laws or local ordinances.

(iv.) Involves injury to person requiring prompt treatment or removal to hospital.

(v.) Any situation which may arise may not be called an "emergency" situation" if NJT Rail makes arrangements to perform such services more than three (3) hours in advance of such service being performed. In this case NJT Rail will call Engineer(s) to perform such service from the appropriate Extra List(s), providing an Engineer is available.

### **RULE 23 - NOT USED ON REGULAR ASSIGNMENT**

Engineers working Regular Passenger Assignments will not be used on any other assignment than their own except in a case of emergency. The term "emergency" is defined as a situation that:

(I) Involves or may cause delay to traffic because all tracks are blocked.

(II) Involves delay to a passenger train or trains.

(III) Involves violation of laws or local ordinances.

(IV) Involves injury to person(s) requiring prompt treatment or removal to hospital.

If an Engineer is taken from his regular assignment and used account of any of the above conditions, the Engineer will be paid the rate of his regular assignment if it results in more compensation than the position to which he is moved.

### **RULE 24 - CALLED AHEAD OF TIME**

In case of emergency, as defined in Rule 22-Calls, Engineers may be required to report ahead of their assigned time and will be compensated on a continuous time basis from the time they report for duty. Engineers who are called and report for duty as required by this rule will not receive less than their regular earnings.

### **RULE 25 - CUT OFF UNDER HOURS OF SERVICE**

(a.) Engineers will not be released from duty before arriving at their advertised designated on and off point or turnaround point, unless it is apparent that the trip cannot be completed under the laws limiting the hours on duty. Engineers will be released from duty under this Rule only upon instructions from proper officer of NJT Rail.

(b.) Engineers will not be cut off for rest pursuant this Rule, except at location where food and lodging are available.

(c.) Engineers cut off under the law limiting the hours on duty who then deadhead into their designated on and off point or turnaround point will be paid continuous time unless released at their relieving point.

(d.) Hours of Service - Rest periods shall be regulated in accordance with Federal Hours of Service Law.

(e.) When an Engineer is unable to work his/her assignment due to not having sufficient rest under the Hours of Service Act, they will be paid one basic day's pay. Additionally, such Engineer may make themselves available for duty. In these circumstances, the earning of the assignment worked, and not the basic day would be paid.

### **RULE 26 - SHORTAGE ADJUSTMENT**

When an Engineer's actual earnings are short one day or more, adjustment will be made and the Engineer will be paid upon request at the pay location.

### **RULE 27 - STARTING TIMES**

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

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

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

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

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

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

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

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

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

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

(b.) Engineers in passenger service, in work, wire, wreck, construction and snow plow service will be given a reasonable time to eat during their trip or tour of duty.

### **RULE 29 - EXAMINATION**

(a.) Employees shall be required to take and pass examinations connected with their duties. Such examinations shall be written or oral and include promotion examinations, physical examinations, territorial qualification examination, and service examination (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 examination so 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. Engineers required to attend a training class or an examination will be compensated for time engaged in such training or examination. If required to lose time, Engineers 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 hours.

**Exceptions:** (i.) Examinations during the first year of employment.

(ii.) Promotion examinations.

(iii.) Physical examinations, including vision and hearing examinations.

### **RULE 30 - PHYSICAL EXAMINATION**

(a.) Engineers will be subject to periodic medical examinations in accordance with NJT Rail policy.

(b.) When it is obvious that an Engineer is medically (physically or mentally) impaired in a way that affects his service, NJT Rail may hold that Engineer out of service pending the outcome of a medical examination. Engineers 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 Engineer's fitness to work, the two doctors will select a third doctor, who is a specialist in the medical area involved, and the decision of the majority of the three as to the Engineer's fitness will be final. The expense of the third doctor will be shared equally by the parties. If it is determined that the Engineer's condition does not warrant being held out of service, such Engineer will be returned to service, and if it is determined that the Engineer was medically fit to perform service at the time he was held out of service, the Engineer will be paid for each day lost at a basic day's pay.

When an Engineer is disqualified as a result of a medical examination by a Company physician, a copy of the medical report upon which the disqualification was based shall be furnished to that Engineer.

(c.) An Engineer 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.

(d.) Where an indoor test discloses a deficiency of vision, color perception or hearing, the Engineer 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 Engineer will be given the opportunity for a reexamination with corrective lenses.

### **RULE 31 - PLACEMENT OF PHYSICALLY RESTRICTED ENGINEERS**

In the event a physically restricted Engineer is unable to displace on an assignment consistent with his restriction, the Local Chairman may place him on an assignment held by a senior Engineer provided that the senior Engineer does not have to leave NJT Rail territory.

### **RULE 32 - QUALIFYING ON PHYSICAL CHARACTERISTICS**

(a.) When an Engineer exercises seniority to an Engineer assignment which requires him to operate over territory in which he has

not been qualified on the physical characteristics, he shall become qualified for service over such territory without expense to NJT Rail.

(b.) When an Engineer with a seniority date prior to January 1, 1983 is force assigned to an Engineer's 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.) Engineers engaged in qualifying pursuant to Paragraph "b" shall be compensated eight hours at the straight-time rate.

NOTE: April 29, 1983 Side Letter

This is to confirm the understanding reached during negotiation of the Agreement of December 30, 1982 between New Jersey Transit Rail Operations, Inc. and the Brotherhood of Locomotive Engineers that engineers who transfer from Conrail to NJT Rail on January 1, 1983 will be compensated for qualifying on the physical characteristics for his first assignment at NJT Rail. The Engineer shall be compensated pursuant to Rule 32 (c) on Qualifying on Physical Characteristics of the Agreement between NJT Rail and the Brotherhood of Locomotive Engineers.

If an Engineer is unable at any time to exercise his seniority to hold a position on his former prior right territory or on an assignment where he is otherwise qualified on the physical characteristics of the territory, he will be allowed a maximum of three basic days pay (8 hours at straight-time rate each day) in order to qualify on the physical characteristics of the territory covered by the assignment.

Original signed by:

J. P. Carberry - Vice President BLE

Martin E. Robin - Deputy Executive Director for NJTRO

(d.) The maximum number of days an 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 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 Engineer shall be required, without compensation, to pass an examination on the physical characteristics of the territory involved. Engineers who are not examined on the physical characteristics within 48 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 on extra list, they shall be paid eight hours at the straight-time basic rate

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 Engineer fails to qualify.

(g.) An Engineer shall not be permitted to mark up on 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 Engineer to maintain his qualifications on the physical characteristics, and payment under this Rule shall not be allowed an Engineer whose qualification on the physical characteristics has lapsed, unless the Engineer was not afforded an opportunity to remain qualified.

(i.) On Regular Assignments, if new territory is added on which The incumbent Engineer is not qualified, he shall be paid to qualify on such territory pursuant to Paragraph (d) of this Rule. If the incumbent Engineer request to be qualified and is paid to qualify under this paragraph, he must stay on the assignment for a period of sixty days or until the next roll-over, whichever is less.

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- See Appendix 15 - Atlantic City Agreement, page 92.

### **RULE 33 - ENGINEER USED AS AN INSTRUCTOR**

(a.) When an Engineer-trainee is required to receive on-the-job training, the Engineer on the job selected shall instruct about the responsibilities and functions of Engineers under actual working conditions including the physical characteristics of the territory.

(b.) NJT Rail shall select the Engineer-instructor but shall advise the General Chairman sufficiently in advance of the selection to permit him to offer his recommendation. However, it is understood that the final decision rests with NJT Rail.

(c.) The Engineer-instructor shall permit the trainee to operate the engine and perform other functions of an Engineer under his direction.

(d.) While an Engineer-instructor cannot be relieved from his responsibility for the safe operation of his train and engine, he shall not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by a trainee.

(e.) A differential of 15 minutes at the base rate of pay in addition to other earnings for a tour of duty shall be allowed for each tour of duty that an Engineer is required to act as an Engineer instructor for others who are qualifying on physical characteristics.

A differential of 60 minutes at the base rate of pay in addition to other earnings for a tour of duty shall be allowed for each tour of duty that an Engineer is required to act as an Engineer instructor for others who are qualifying on equipment and train handling.

(f.) Engineer-instructors shall be required to complete a trainee progress report at the end of each tour of duty on a form prescribed

and furnished by NJT Rail and mail the completed progress report in a stamped, preaddressed envelope to the trainee-coordinator.

### **RULE 34 - NEW EQUIPMENT**

An Engineer shall be instructed on any type of equipment which he has never operated and is therefore not familiar with.

In the event an Engineer is force assigned to an assignment with equipment on which the Engineer is not qualified, or if an Engineer's regular assignment is changed so as to require him to use equipment upon which he is unqualified, such Engineer shall be compensated one day at the pro-rata rate for each day qualifying on the new equipment.

### **RULE 35 - EQUIPMENT ON MOTIVE POWER**

(a.) Engines shall be supplied with fuel, water, sand, and equipment necessary for the service to be performed and shall be equipped to comply with statutory requirements relating to the health and comfort of the Engineer.

(b.) Engineers shall be responsible for knowing that their engines are properly equipped and serviced. Engineers shall report any defects that come to their attention. Additional, Engineers shall be required to inspect safety seals on their equipment, do other inspections and make reports during each tour of duty and shall be compensated 15 (fifteen) minutes at the base rate therefore. This payment shall be in addition to all other earnings of their assignment and shall not be considered as time worked.

(c.) When engines are dispatched from an engine facility where enginehouse forces are employed and on duty at the time of dispatchment, engines shall be supplied and cleaned by enginehouse forces. At locations where enginehouse forces are not employed, engines shall be supplied by other than Engineers.

(d.) All engine cabs shall be provided with heating equipment maintained to heat the locomotive cab in compliance with I.C.C. regulations. Cab windows and doors shall be weather-stripped and maintained. (See Appendix 21 - Understanding on Air Conditioning of Engines/MUs, page 100.)

(e.) Front and rear windows shall be equipped with defrosters and windshield wipers which shall be maintained in good working order. Defroster requirements will be in effect from October 1st through April 30th.

(f.) All road locomotives shall be equipped with flush or septic type toilets which shall be maintained in a clean sanitary condition and provided with toilet tissue and paper towels.

(g.) All diesel locomotives used regularly in yard service shall be equipped for bay windows on the Engineer's side of the locomotive, and locomotives shall be provided with bay windows from October 1st through April 30th. Awnings shall be provided on locomotives used regularly in yard service, on the Engineer's side of the locomotive

from May 1st through September 30th. These requirements will not apply to those areas that do not provide proper clearance.

(h.) All locomotives, cab cars, and RDC cars shall be equipped with seats on the right side of the cab which shall be of upholstered spring or other satisfactory cushion material. Upholstered seat back and armrests shall be furnished and maintained in good condition. Equipment having engineer seats designed without arm rests due to shortage or other clearances will be considered in compliance.

a. Operative Mechanical Devices

Mechanical devices for cooling water shall be provided in all motive power cabs and cab cars. Such devices shall provide a dry cooling compartment of sufficient size to accommodate bottled water and lunches. An adequate supply of bottled drinking water shall be made available at the same locations currently existing on the property (see Attachment II).

b. Inoperative Mechanical Devices or Not Equipped

On motive power cabs which have inoperative devices for cooling water which cannot be repaired prior to dispatchment cab cars or M" cabs not equipped with mechanical cooling devices, an adequate supply of ice and bottled water in a suitable container shall be made available and continued to be made available at the same locations currently existing on the property (see Attachment II).

(j.) Engines, cab cars and RDC cars which are placed in service, must meet all other requirements of Paragraphs d, e, f, g, h and i. Any and all penalty payments for non-compliance with Rule 35 are eliminated.

### **RULE 36 - LOCKER FACILITIES**

Locker, toilet and lavatory facilities will be provided and maintained at designated on and off duty points, and existing parking facilities effective December 31, 1982 will remain available with parking permits to be provided for these facilities if requested by an employee.

### **RULE 37 - ATTENDING COURT OR INQUEST**

(a.) Regular Engineers 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. Necessary reasonable expenses, including travel expenses, will be paid when away from home.

(b.) An Engineer assigned to an extra board 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 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 reasonable expenses, including travel expenses, will be paid when away from home.

(c.) Engineers attending court or inquest as a witness on behalf of NJT Rail or giving a deposition or stenographic statement in connection with other legal proceedings at the direction of a proper officer of NJT Rail, when no time is lost, will be paid actual time consumed, with a minimum of eight hours at the straight-time rate. Necessary reasonable expenses, including travel expenses, will be paid when away from home, and Engineers assigned to an extra board will hold their same relative standing on the crew board.

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

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

### **RULE 38 - BEREAVEMENT LEAVE**

Bereavement leave will be allowed in case of the death of an Engineer's brother, sister, parent, child, spouse, or spouse's parent, not in excess of three calendar days following the date of death. In such cases, eight hours' pay will be allowed for each work day lost during bereavement leave. Engineers 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 made a part of this Rule as follows:

NOTE: Agreed-Upon Interpretations-Bereavement Leave

1. Q: How are the three calendar days to be determined?

A: An employee will have the following options in deciding when to take bereavement leave:

(a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;

(b) three consecutive calendar days, ending the day of the funeral service; or

(c) three consecutive calendar days, ending the day following the funeral service.

2. Q: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A: Three days for each separate death; however there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee had a work week of Monday to Friday- off-day of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement on Tuesday, Wednesday, Thursday and Friday.

3. Q: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board but would not have performed service on one of the days on which leave was taken. Is he eligible for two or three days of bereavement pay?

A: A maximum of two days.

4. Q: Will a day on which a basic day's pay is allowed account bereavement leave as a qualifying day for pay purpose?

A: No; however the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave as the case may be, should be the qualifying day for the holiday purpose.

5. Q: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A: Yes as to half-brother or half-sister, no as to stepbrother or stepsister or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

### **RULE 39 - JURY DUTY**

When Engineers are summoned for jury duty and are required to lose time from their assignments, they will be paid for actual time lost with a maximum of eight hours' pay at the straight-time rate 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:

(a.) An Engineer must furnish NJT Rail with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(b.) 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.)

(c.) No jury duty pay will be allowed for any day the Engineer is entitled to vacation. Agreed to questions and answers to the National Agreements where applicable are made a part of this Rule.

## **RULE 40 - LEAVE OF ABSENCE**

(a.) Engineers 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 Engineer for the following reasons:

(i.) To accept an official position with NJT Rail.

(ii.) To perform union committee work or to accept a full-time union position with the Brotherhood of Locomotive Engineers.

(iii.) To accept an elective or appointive public office for which a competitive examination is not required.

(iv.) To accept an appointive public office for which a competitive examination is required, if such public office is related to railroad work.

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

(d.) An Engineer granted a leave of absence in accordance with paragraph "b-i" or "ii" will be granted that leave of absence for the duration of the assignment.

(e.) A request for a leave of absence for reasons other than those outlined in paragraph "b" and "c" may be granted upon agreement between the highest appeals officer of NJT Rail and the BLE General Chairman.

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

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

(h.) An Engineer who fails to report for duty within 15 days after 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 Engineer whose seniority has been terminated may, through the General Chairman, appeal such termination to the highest appeals officer within 30 days of the notice of termination.

(i.) An Engineer granted a leave of absence under paragraph "b-i", or "ii" 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 Engineer who absents himself without a written authorized leave of absence, as provided in this Rule, will have his seniority terminated in accordance with Rule 47 - Discipline and Investigation.

(k.) A leave of absence is not required when an Engineer is unable to perform service for NJT Rail due to a bonafide sickness or injury.

(l.) An Engineer on an authorized leave of absence who engaged in other employment not provided for in the authorized leave of absence will forfeit all his seniority.

### **RULE 41 - COMPULSORY RETIREMENT**

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

NOTE: Provisions of this rule are no longer in effect as of 1-1-89. A law was enacted making this rule null and void.

### **RULE 42 - APPROVAL OF APPLICATION**

(a.) Applications for employment will be rejected within 90 calendar days after seniority date is established, or applicant will be considered accepted. Applications rejected by NJT Rail must be declined in writing to the applicant.

(b.) An Engineer who has been accepted for employment in accordance with paragraph "a" will not be terminated or disciplined by NJT Rail 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 Engineer would not have been hired if NJT Rail had timely knowledge of it.

### **RULE 43 - UNION SHOP**

(a.) Subject to the terms and conditions below, all Engineers will, 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 Engineers to membership. Nothing herein will prevent any Engineer from changing union membership from one organization to another organization admitting Engineers to membership.

NOTE: It is understood by the parties to this Agreement that this provision is not intended to bar the Brotherhood of Locomotive Engineers from seeking a declaration in any appropriate legal forum that for the Engineers in NJT Rail service the requirement of membership in a labor organization may only be satisfied by membership in the Brotherhood of Locomotive Engineers.

(b.) Engineers will join any one of the labor organizations, described in paragraph "a" of this Rule, within 60 calendar days of the date on which they complete 30 days of compensated service as Engineers within 12 consecutive calendar months, and will retain such membership

during the time they are employed as Engineers except as otherwise provided herein.

(c.) When Engineers are regularly assigned to official or subordinate official positions they will not be compelled to maintain membership as provided herein, but may do so at their own option.

(d.) Nothing herein will require an 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 will keep account of Engineers and will independently ascertain whether they comply with union membership requirements.

(f.) The General Chairman of the Brotherhood of Locomotive Engineers will notify the appropriate Labor Relations officer in writing of any Engineer whose employment he requests be terminated because of the Engineer's failure to comply with union membership requirements. Upon receipt of such notice and request, NJT Rail will, as promptly as possible but within 10 calendar days of such receipt, notify the Engineer 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 will be given to the General Chairman. Any Engineer so notified who disputes the charge that he has failed to comply with union membership requirements will, within 10 calendar days from the date of such notice, request NJT Rail in writing to accord him a formal hearing. Such a request will be honored by NJT Rail and a date set for the formal hearing as soon as possible, but within 10 calendar days of the date of the receipt of the request. A copy of the notice of such a formal hearing will be given to the General Chairman. The receipt by NJT Rail of a request for a hearing will stay action on the request by the General Chairman for termination of the Engineer's employment until the formal hearing is held and the final decision is rendered. If the Engineer concerned fails to request a formal hearing as provided for herein, NJT Rail will proceed to terminate his employment at the end of 30 calendar days from receipt of the request from the General Chairman, unless NJT Rail and the Brotherhood of Locomotive Engineers agree otherwise in writing.

(g.) NJT Rail will determine on the basis of evidence produced at the formal hearing whether or not the Engineer has complied with the union membership requirements, and will render a decision accordingly. Such a decision will be rendered within 10 calendar days of the hearing date, and the Engineer and the General Chairman will be promptly notified. A transcript of the hearing will be furnished to the General Chairman. If the decision is that the Engineer has not complied with union membership requirements, his employment as an Engineer will be terminated within 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 Engineer or to the Brotherhood of Locomotive Engineers, it may be appealed in writing directly to the highest officer of NJT Rail designated to handle appeals. Such appeal must be received within 10 calendar days of the date of decision appealed from and the decision on such an appeal will 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 will be final and binding unless, within 30 calendar days thereafter, NJT Rail is notified in writing that the decision is unsatisfactory, and in such event the dispute may be submitted to a tribunal having jurisdiction within six months of the date of such decision. A representative of the Brotherhood of Locomotive Engineers will have the right to be present at and participate in any hearing which involved the Brotherhood of Locomotive Engineers.

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

(i.) Nothing herein will be used as a basis for time or money claims against NJT Rail.

#### **RULE 44 - DUES DEDUCTION**

(a.) Subject to the conditions herein set forth, NJT Rail will withhold and deduct from wages due Engineers represented by the Brotherhood of Locomotive Engineers amounts equal to periodic dues, 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 Engineer who has executed and furnished to NJT Rail a written assignment, in the manner and form herein provided, of such periodic dues, 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 Treasurer of the Local Division of the Brotherhood of Locomotive Engineers in 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 Director, Payroll Operations, separately for each Local 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 Engineers 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 Treasurer of the Local 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 Treasurer of the Local Division of the Brotherhood of Locomotive Engineers a list setting forth any scheduled deductions which were not made.

(e.) No deduction will be made from the wages of any Engineer 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:

(i.) Federal, State and Municipal Taxes.

(ii.) Other deductions required by law, such as garnishments and attachments.

(iii.) Amounts due NJT Rail.

(f.) Responsibility of NJT Rail will be limited to remitting to the Brotherhood of Locomotive Engineers amounts actually deducted from the wages of Engineers 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 Engineer 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 Engineer concerned.

(g.) An Engineer 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 Engineer does not so revoke the assignment, it will be considered as reexecuted and may not be revoked for an additional period of one year, and the reexecuted assignment will similarly continue in full force and effect and be considered as reexecuted from year to year unless and until the Engineer 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) 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 Engineers, 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 Engineer, and no provision herein or any other provision of the agreement between NJT Rail and the Brotherhood of Locomotive Engineers will be used as a basis for grievance or time claim by or in behalf of any Engineer predicated upon any alleged violation of, or misapplication or noncompliance 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 45 - SPECIAL BOARD OF ADJUSTMENT**

(a.) If a satisfactory settlement cannot be reached between the parties following the decision of the highest officer of New Jersey Transit Rail designated to handle claims and grievances, or there is a disagreement as to the interpretation, application or performance of the agreement between the parties, either party to this agreement may submit the subject matter to the Special Board of Adjustment within sixty (60) days from the date of the highest appeals officer's decision. Such written request shall set forth (i) the specific action or non-action claimed to constitute a violation of the Collective Bargaining Agreement, (ii) the specific provision or provisions (section or sections, paragraph or paragraphs) of the respective agreement claimed to be violated, and (iii) the specific relief requested and the specific employee or employees for whom the relief is requested.

(b.) In accordance with Section 3, Second of the Railway Labor Act, there is hereby established a BLE-NJTRO Special Board of Adjustment, hereinafter referred to as the "Board", and the Board shall have jurisdiction over requests properly submitted in accordance with paragraph (a) above.

(c.) The Board shall consist of three members: One shall be appointed by NJTRO; one shall be appointed by the BLE; and the third member, who shall be Chairman, will be selected in accordance with paragraph (d). Partisan Members may be changed from time to time as decided by the individual party.

(d.) After implementation of this agreement, the partisan members shall meet as soon as practicable for the purpose of selecting a Neutral Member. If they are unable to agree on a Neutral Member, either party may apply to the National Mediation Board and request that body to appoint a Neutral from its approved panel. The appointment of the Neutral shall be for a period of one (1) year. During that term, the Neutral is subject to replacement by mutual consent of the partisan members.

(e.) The compensation and expenses of NJTRO Board Member shall be borne by NJTRO. The compensation and expenses of the BLE member shall be borne by the BLE. The compensation and expenses of the Neutral (Impartial Arbitrator) shall be paid by the National Mediation Board. In the event the National Mediation Board closes down operations for any length of time, this Special Board will continue to function, with the parties sharing the compensation and expenses of Neutral (Arbitrator).

(f.) This Board shall have exclusive jurisdiction over all final appeals in claims for compensation, discipline proceedings, or any dispute concerning the interpretation of this agreement. This

provision does not deprive an individual from processing case to the 1st Division, N.R.A.B.

In case a dispute arises involving an interpretation of an award, the Board, upon request of either party, will reconvene and, within thirty (30) days of the request, interpret the award in light of the dispute.

(g.) The Board shall meet at Newark, New Jersey at a Public Building (except NJT property), at a time determined by the Board, or, if they cannot agree, at a time determined by the Neutral (Arbitrator) upon at least five calendar days notice to the parties. Meetings shall be once a month unless mutually agreed to contrary. Nothing in this agreement may prohibit the parties from mutually agreeing upon other locations.

(h.) Thirty (30) days after expiration of the term of Neutral (Arbitrator) Member, the party members shall meet to select a new Neutral Member. Nothing shall prevent the parties from agreeing to the reappointment of a Neutral (Arbitrator) Member. Either party may apply to the National Mediation Board in accordance with paragraph (d) above.

(i.) Each claim or grievance shall be presented separately to the Board, unless otherwise agreed to by the parties. Due notice of all hearings shall be given to the parties. At such hearings, the parties may be heard in person, by counsel, or by other representatives, as they may elect. The parties may present statements of facts, witnesses, documents, supporting evidence and data, and arguments of their positions with respect to each case being considered by the Board. The Board shall establish the rules of procedure for itself, except as otherwise provided herein. Either party may cause a transcript of the testimony to be taken.

(j.) In the event an employee other than the grievant has material knowledge of the facts or circumstances of the grievance being handled and a report of such knowledge has been submitted during the course of the grievance procedure, NJTRO, at the request of the Union, will excuse and subpoena such employee to attend the hearing, provided the testimony to be given by the employee is not merely cumulative.

(k.) The Board shall have no power to add to, or subtract from, or modify any of the terms of this Agreement; nor shall the Board substitute its discretion for that of NJTRO or the Union where such discretion has been retained by NJTRO or the Union; nor shall the Board exercise any responsibility or function of NJTRO or the Union. No questions affecting the negotiated wage structure of NJTRO shall be arbitrable, and the Board may not establish or change any wage rates.

(l.) The Board is obliged to make findings and render a written award and opinion within thirty (30) days after the close of hearing of each case, with the exception of cases that may be withdrawn. No case may be withdrawn after hearing thereon has begun except by mutual consent of the parties. Findings and awards shall be in writing and copies shall be furnished the respective parties to the dispute. The rendition of such awards shall be in accordance with the provisions of Section 3, First and Second of the Railway Labor Act; they shall be final and binding upon all parties to the dispute; and they shall have

the same force and effect as awards of the National Railroad Adjustment Board. Signatures of any two (2) Board Members will be sufficient to validate an Award.

No Arbitrator may make an award which in effect gives the grievant, NJTRO, or the Union anything he or it bargained for, but failed to get, during Negotiations.

#### **RULE 46 - PRESENTATION OF CLAIMS FOR COMPENSATION**

(a.) A claim for compensation alleged to be due may be made only by a claimant or, on his behalf, by his duly accredited representative. No later than 60 days from the date of the occurrence on which a claim is based, a claimant or his duly accredited representative must submit two timeslips alleging the claim to the officer of NJT Rail designated to receive timeslips. The representative of NJT Rail who receives the timeslips from the claimant or from his duly accredited representative must acknowledge receipt of the timeslips 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 will not be entertained or allowed, but improper handling of one claim will not invalidate other claims of a like or similar nature. The unavailability of any designated NJT Rail officer to receive and acknowledge receipt of a timeslip will stay the running of the time limit.

(b.) If a claimant is absent because of sickness, temporary disability, leave of absence, vacation or suspension, the time limit will be extended by the number of days the claimant is absent.

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

1. Name, occupation, employee number, division.
2. Train symbol or job number and engine number(s).
3. On and off duty time.
4. Date and time of day work 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 if known, and reason supporting claim.
9. Location on the property for receipt of response.

(d.) When a claim for compensation (other than the normal earnings of an assignment) alleged to be due is not allowed, or should

payment be made for less than the full amount claimed, the claimant will be informed of the decision and reasons for it, in writing, within 60 days from the date that claim is received. When the claimant is not so notified, the claim will be allowed, but such payment will not validate any other such claims, nor will such payment establish any precedent.

(e.) Denial of a claim for compensation in accordance with paragraph "d" will be final and binding unless, within 60 days after the initial denial of the claim, the claimant or his duly accredited representative appeals it in writing in the following form to the highest officer designated to handle claims:

1. Subject: (Set forth nature of claim, dates, name of claimant.)
2. Employees' Statement of Facts:
3. Position of Employees:

NOTE: Claims of a similar nature may be progressed by the duly accredited representative directly to the highest officer designated to handle claims. If it is decided by the highest officer that any of the claims so progressed are not similar, the Organization may appeal the issue to the Impartial Arbitrator.

(f.) The highest designated officer will arrange to meet on a regular basis with duly accredited representatives who request to discuss appeals which have been received by the designated officer at least ten days in advance of a meeting.

In the written appeal, the duly accredited representative should either request to discuss the appeal at the regular meeting with the designated officer or waive the discussion and request a written response. The highest designated officer will render a decision in writing to the duly accredited representative within 30 calendar days of the date the highest designated officer receives the appeal requesting the written decision or within 30 days of the date the appeal was discussed at a meeting. If the claim is denied, the decision will 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 duly accredited representative is not notified within the time limit, the claim will be allowed but such payment will not validate any other such claim nor will such payment establish any precedent. Appeals received less than ten days in advance of a meeting will be scheduled for discussion at the next meeting.

(g.) The decision of the highest officer of the NJT Rail designated to handle claims will be final and binding unless, within 60 days after the date of that decision, the claimant or his duly authorized representative submits a written request for arbitration to the BLE Special Board of Adjustment with a copy to NJT Rail. Arbitration shall be held as soon as practicable at a time agreed upon

by the parties, or, if they cannot agree, at a time determined by the Board or Impartial Arbitrator upon at least five (5) calendar days notice to the parties. Arbitration shall be held in Newark, New Jersey at a public building (except NJT Rail property) unless otherwise determined by the Board.

(h.) The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent of the duly authorized officer of NJT Rail and a representative of the Organization.

(i.) The time limits set forth herein do not apply in discipline cases.

### **RULE 47 - DISCIPLINE AND INVESTIGATION**

(a.) Except as provided in paragraph "c", no Engineer will be disciplined, suspended or dismissed from the service until a fair and impartial investigation has been conducted by an authorized NJT Rail officer.

NOTE: October 5, 1987 Side Letter

This refers to Paragraph "a" of Rule 47 - Discipline and Investigation, found on Page 49 of the Collective Bargaining Agreement between NJ Transit Rail Operations (NJTRO) and the Brotherhood of Locomotive Engineers (BLE).

During our discussions concerning this subject, we discussed Paragraph "a" which reads as follows:

(a.) Except as provided in paragraph "c", no Engineer will be disciplined, suspended or dismissed from service until a fair and impartial investigation has been conducted by a designated NJ Transit Rail officer."

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. When a serious act or occurrence is involved, an Engineer may be held out of service pending investigation and decision. A serious act or occurrence is defined as: Rule "G", Insubordination, Extreme Negligence or Stealing. An Engineer will not be held out of service pending investigation and decision in other cases.

NOTE: Q: What is meant by Extreme Negligence?

A: The Right of NJT Rail to remove an Engineer from service on grounds of extreme negligence must be used sparingly and duly confined to transgressions of high risk or danger so that NJT Rail can say with justification that, notwithstanding the seriousness of removing an Engineer from service prior to investigation, the protection of life and limb of effected employees and passengers, and protection of NJT Rail property or property entrusted to the custody of NJT Rail demands the immediate removal of the Engineer.

2. If an Engineer is held out of service pending investigation and decision 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 the decision is rendered or he is returned to service, excluding the day of the formal investigation, whether or not he is disciplined. Holding an Engineer out of service pending investigation and decision or compensating him for being improperly held out of service is not prejudgment of the Engineer.

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

(d.) 1. An Engineer directed to attend an investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within 14 days from the date of the occurrence or, in cases involving stealing or a criminal offense, within fourteen days from the date NJT Rail becomes aware of such act of occurrence and is reasonable obligated to act. The notice will contain:

- A. The time, date and location where the trial 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 trial and rules which may be involved.
- 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 Engineer is the basis for an investigation, the Engineer will be furnished a copy of the written complaint together with the written notice of investigation.

(e.) 1. The investigation must be scheduled to begin within 7 days from the date the Engineer received notice of the investigation.

2. An Engineer who may be subject to discipline will have the right to have present witnesses who have knowledge of the act or occurrence, to present testimony, and the NJT Rail will order such employee witnesses to be in attendance upon receiving a request from the Engineer under investigation or his duly accredited representative.

3. The above time limits are subject to the availability for attendance at the hearing of the principal(s) involved and witness(es) and may, by written notice to the Engineer involved, be extended by the amount of time the principal(s) involved or necessary witness(es) are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

When an Engineer is being held out of service for a serious act or occurrence pending the hearing and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the Engineer or NJT Rail 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 Engineer 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 an investigation is not scheduled to begin within the time limit as set forth in this Rule, no discipline will be assessed against the Engineer.

5. An Engineer who may be subject to discipline and his duly accredited representative will have the right to be present during the entire investigation.

(f.) When an Engineer is assessed discipline, a true copy of the investigation record will be given to the Engineer and to his duly accredited representative with the notice of discipline. When an engineer is charged but not assessed discipline, a copy of the investigation records will be provided, upon request, to those charged.

(g.) 1. If discipline is to be imposed following an investigation, the Engineer to be disciplined will be given a written notice of the decision within fifteen days of the date the trial is completed, and 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 at any time.

If the discipline is suspension, the period of suspension may be deferred. Deferral may continue as long as, within the succeeding probationary period as set forth in the schedule below following notice of discipline, the accused employee does not commit another offense for which discipline is subsequently imposed.

**Suspension**

**Period of Probation**

Up to five days.....Three months  
Ten days.....Six months  
15 days and less than  
30 days.....Nine months  
Thirty or more days.....One Year

2. If an Engineer is required to perform service during a period of suspension, the balance of the suspension will be eliminated.

(h.) 1. If an Engineer considers the discipline imposed unjust, he or his duly accredited representative may appeal the case in writing to the Director of Labor Relations within 15 days of the date the Engineer is notified of the discipline. In the alternative, the Engineer or his duly accredited representative may, within 15 days of the date the Engineer is notified of the discipline, seek immediate arbitration before the impartial Arbitrator.

2. The hearing on an appeal will be held within 15 days of receipt by NJT Rail of the request for an appeal hearing.

3. Except when discipline assessed is dismissal, or when an Engineer has been held out of service under paragraph "b" and assessed discipline, the appeal will act as a stay of the imposition of the discipline until after the Engineer has been given an appeal hearing.

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

5. The Director of Labor Relations will advise the Engineer of the decision, in writing within 5 days of the conclusion of the appeal hearing, with a copy to the duly accredited representative. If the decision is that 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 fourth day following the day of the appeal hearing.

(i.) The decision of the Director of Labor Relations will be final and binding unless, within 15 days after receipt of the written decision, the employee or his duly accredited representative submits a written request for arbitration to the Special Board of Adjustment, with a copy to NJT Rail.

(j.) 1. Arbitration shall be held as soon as practicable at a time and place to be agreed upon by the parties, or, if they cannot agree, at a time determined by the Board or the Impartial Arbitrator upon at least five (5) calendar days notice to the parties. Arbitration shall be held in Newark, New Jersey at a public building (except NJT Rail property) unless otherwise determined by the Board.

2. Written submissions to the Special Board of Adjustment will not be required, but nothing shall prohibit either party from making a written submission.

3. After the employee and NJT Rail have been given an opportunity to be heard and to submit proof as may be desired, the decision in writing of the Special Board of Adjustment shall be final and binding pursuant to the Railway Labor Act, as amended.

(k.) If the final decision decrees that the charges against the employee were not sustained, the record shall be cleared of the charge. If held out of service, the employee shall be reinstated with all rights unimpaired and reimbursed for lost wages.

(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 Engineer's 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 (i). If the decision on the appeal is not rendered within the time limits set forth in this Rule or as extended, the discipline assessed shall be expunged.

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

(n.) Expedited Procedure for Handling Dismissal Cases

(1.) When an 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 article. 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 Engineer's 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 (i). If the decision on the appeal is not rendered within the time limits set forth in this Rule or as extended, the discipline assessed shall be expunged.

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

#### **RULE 48 - CONFERENCES**

Conferences between officers of NJT Rail and duly accredited representatives will be held without cost to NJT Rail. When duly accredited representatives are required to report for a conference at the direction of NJT

#### **RULE 49 - HEAD-END PASS**

The General and District Chairmen or his designated representative of the Union signatory hereto will be provided with a head-end pass to ride all NJT Rail equipment.

#### **RULE 50 - CREW BOARDS**

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

### **RULE 51 - ENGINE CHANGE SERVICE**

It shall be the work of Engineers to perform any or all of the following service in connection with the movement of engines coupled in multiple and/or not coupled in multiple:

- (1.) Move engines between any points in a terminal.
- (2.) Deliver and/or pick up engine(s) within a terminal.
- (3.) Deliver and/or pick up engine(s) outside a terminal.
- (4.) Couple engines to trains and make necessary tests.

### **RULE 52 - PROMOTION TO SUPERVISORY OR OFFICIAL POSITIONS**

Engineers in service will be given consideration for supervisory or official positions as opportunity may offer.

### **RULE 53 - 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 examination every two (2) years. Submission of receipts is required of the employees in order to receive payments.

### **RULE 54 - 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 55 - 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 Plan, page 87.

### **RULE 56 - 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 understandings, whether written or unwritten, however established, that were in effect or existed prior to the effective date of this Agreement are terminated, and hereafter only this Agreement and its terms shall control, notwithstanding the erroneous continuation of practices inconsistent therewith.

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

### **RULE 57 - 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:)  
T. Abbott  
General Chairman  
Brotherhood of Locomotive  
Engineers

(original signed by:)  
D. C. Agrawal  
Special Assistant to  
Vice President & General  
Manager  
(original signed by:)  
Patricia Sebron  
Assistant Vice President  
Human Resources

### **RULE 58 - FRA CERTIFICATION**

Effective July 1, 1994, NJ TRANSIT will compensate current active fully qualified locomotive engineers who maintain an unrestricted FRA certification license \$5.00 per shift worked. 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. Engineers will receive the certification allowance on guarantee days. An engineer who cannot exercise his/her seniority due to a medical restriction shall not be paid the allowance.