

RULE 1 - GENERAL RULES

(a.) NJTRO shall establish an Locomotive Engineer Training Program (LETP) to train and qualify individuals for the craft of Locomotive Engineer in accordance with the terms of this agreement.

(b.) The LETP will consist of classroom instruction and work experience as determined by NJTRO. As necessary, classrooms, books, materials and instructions shall be furnished by NJTRO.

(c.) The General Chairman shall be furnished with the name and address of each Locomotive Engineer Trainee entering the training program, showing the date he/she is placed in training. Further, the General Chairman shall be advised by NJTRO of the names and locations of the supervisors and instructors in charge of administering the LETP.

RULE 2 - PROGRAM RULES

All locomotive Engineer Trainees will be governed by the LETP Rules as developed by the NJTRO Training Department.

RULE 3 - SCOPE AND DEFINITIONS

(a.) This agreement will apply exclusively to employees classified as Locomotive Engineer Trainees participating in the LETP.

(b.) "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.

NOTE: Engineer's Rule 1, paragraph (b.), and Attachment 1 apply.

RULE 4 - COMPENSATION

(a.) The classification and formula for payment of participants in the LETP upon the effective date of this Agreement is:

(1.) Locomotive Engineer Trainee Level I

Locomotive Engineer Trainees in Level I training shall have their weekly compensation calculated as follows:

40 Hours X 80% of the current pro rata hourly Locomotive Engineer's rate.

(2.) Locomotive Engineer Trainee Level II

Locomotive Engineer Trainees in Level II training shall have their weekly compensation calculated as follows:

40 Hours X 90% of the current pro rata hourly Locomotive Engineer's rate.

(b.) When a Locomotive Engineer Trainee misses one or more days in the training program, his/her weekly compensation will be reduced accordingly, except as otherwise provided in this Agreement.

(c.) Employees of NJTRO transferring to the LETP from another craft or class of service will use the applicable percentage of the current pro

rata hourly Locomotive Engineer's rate in calculating their weekly compensation, or the current progression percentage of the pro rata hourly rate of the position from which they transferred, whichever is greater, with a maximum rate of the current pro rata hourly Locomotive Engineer's rate.

RULE 5 - UNION SHOP

(a.) Subject to the terms and conditions below, all Engineer Trainees 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 Engineer Trainees to membership. Nothing herein will prevent any Engineer Trainee from changing union membership from one organization to another organization admitting Engineer Trainees 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 Engineer Trainees 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.) Engineer Trainees 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 or compensated service as Engineer Trainees within 12 consecutive calendar months, and will retain such membership during the time they are employed as Engineer Trainees, except as otherwise provided herein.

(c.) Nothing herein will require an Engineer Trainee 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.

(d.) The Brotherhood of Locomotive Engineers will keep account of Engineer Trainees and will independently ascertain whether they comply with union membership requirements.

(e.) The General Chairman of the Brotherhood of Locomotive Engineers will notify the appropriate Labor Relations office in writing of any Engineer Trainee whose employment he requests be terminated because of the Engineer Trainee'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 Trainee 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 Trainee 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 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 Trainee's employment until the formal hearing is held and the final decision is rendered. If the Engineer Trainee 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.

(f.) NJT Rail will determine on the basis of evidence produced at the formal hearing whether or not the Engineer Trainee 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 Trainee 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 Trainee has not complied with union membership requirements, his employment as an Engineer Trainee 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 Trainee 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 involves the Brotherhood of Locomotive Engineers.

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

RULE 6 - VACATION

(a.) Vacation shall be calculated as provided in the Operating Crafts National Vacation Agreement of April 29, 1949.

(b.) All individuals who enter LETP and do not hold a prior seniority date with NJTRO, will establish seniority for the purpose of calculating vacation, on the first day they enter the LETP. All individuals employed by NJTRO holding current valid roster rights with continuous years of service, will use their prior seniority date for the purposes of calculating vacation.

(c.) All individuals in the LETP will defer taking vacation while participating in the training program. Upon passing the final examination of the training program, participants of the LETP will be permitted to schedule earned vacation as the requirements of service dictate and at the discretion of NJTRO. Should scheduling and requirements of service

permit, individual class groups, may be assigned a vacation by and at the discretion of the Training Department.

NOTE: February 6, 1990 Side Letter

The following examples will serve to clarify the proper application of paragraph

(c): Example 1: A LETP class group in the classroom portion of the training program may be assigned a one week vacation between Christmas and New Year's Day.

Example 2: A LETP class group in On-the-Job Training/Physical Characteristics portion of the training program may be assigned a one week vacation the week following Easter Sunday.

Original signed by:

W. B. Murphy - Director Labor Relations for NJT Rail

D. T. Abbott - General Chairman for BLE

(d.) Vacation, or allowances, under two or more agreements held by different Organizations with NJTRO shall not be combined to create a vacation of more than the maximum number of days provided for in either agreement.

RULE 7 - 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 Travelers' 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 7 will be modified to reflect the following Health and Welfare Program and Cost Containment measures.

1. 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.) There shall be no lapse of benefits under this Rule as a result of transfer.

(d.) Any changes in health insurance benefits applicable to Locomotive Engineers shall be applied concurrently to Locomotive Engineer Trainees.

RULE 8 - OFF-TRACK VEHICLE INSURANCE

Under a NJTRO sponsored plan, NJTRO shall provide off-track vehicle insurance coverage for positions presently covered by such benefits at

Conrail. The benefits provided under this rule will be substantively comparable to the benefits applicable to the positions at Conrail effective December 31, 1982.

See **Appendix 4-Injury Benefits, page 68.**

RULE 9 - RIDERSHIP PASSES

NJTRO shall provide each Locomotive Engineer Trainee with a pass entitling the employee to unlimited rides on all rail commuter lines in the NJTRO system. The pass shall be issued annually and shall be valid only during the year in which issued. The pass will not be transferable.

RULE 10 - HOLIDAYS

Locomotive Engineer Trainees will fall under the NJTRO non-agreement schedule of paid Holidays.

RULE 11 - PROBATIONARY PERIOD OF LOCOMOTIVE ENGINEER'S TRAINING PROGRAM

(a.) The application for acceptance to the LETP will be approved or disapproved within the time period Locomotive Engineer Trainees participate in the training program. An application for acceptance to the LETP that is rejected within such period will result in the termination of the Locomotive Engineer Trainee in the LETP without appeal.

(b.) Applications for employment will be rejected within 120 days after completion of the Training Program i.e. become a promoted engineer, or application will be considered accepted. Applications rejected by NJT Rail must be declined in writing to the applicant. Applications rejected after the 90th calendar day will be subject to a joint review by NJT Rail and the Brotherhood of Locomotive Engineers' General Chairman, or his designated representative.

RULE 12 - SENIORITY

See the Engineers' Rule-12 (f.) and (g.), page 13 of the Engineers' Agreement.

RULE 13 - PHYSICAL EXAMINATIONS

When it is obvious that a Locomotive Engineer Trainee is medically (physically or mentally) impaired in a way that affects his/her service, NJTRO may hold that Locomotive Engineer Trainee out of service pending the outcome of a medical examination.

RULE 14 - ATTENDING COURT OR INQUEST

(a.) Engineer Trainees 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 actual time consumed with a maximum of eight hours per day. Necessary reasonable expenses, including travel expenses, will be paid when away from home.

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

Rail.

RULE 15 - BEREAVEMENT LEAVE

Bereavement leave will be allowed in case of the death of an Engineer Trainee'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. Engineer Trainees 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 and are attached as Supplement 1 to this Agreement. A trainee may be set back to the next class if critical material is missed while on bereavement leave.

1. See Engineers' Agreement Rule 38, page 38 for Agreed-upon interpretations Bereavement Leave.

2.

RULE 16 - JURY DUTY

When Engineer Trainees 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:

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

(ii.) The number of days for which jury duty 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.

(iii.) No jury duty pay will be allowed for any day the Engineer Trainee is entitled to vacation. Agreed to questions and answers to the National Agreements where applicable are made a part of this Rule and are attached as Supplement 2 to this Agreement.

(iv.) A trainee may be set back to the next class if critical material is missed while on jury duty.

1. See Appendix 6 - Jury Duty Compensation, page 74.

2.

RULE 17 - LEAVE OF ABSENCE

(a.) All requests for a leave of absence (in excess of 5 days) must be made in writing and submitted to the Director of Training for approval with a copy of same to the General Chairman of the Brotherhood of Locomotive Engineers.

(b.) Personal Leave

(i.) A request for a personal leave of absence in excess of 5 days must be made in writing.

(ii.) Personal Leaves will not exceed 90 days.

(iii.) When a trainee is granted a leave in excess of 30 days, they will be placed on the bottom of the roster for that particular class.

(c.) Jury Duty

(i.) Every effort will be made to postpone Jury Duty if it will interfere with the classroom portion of the LETP.

(ii.) Trainees called to perform Jury Duty will be given a leave of absence for the duration of their Jury Duty obligation.

(iii.) Trainees will resume the LETP upon completion of Jury Duty with no loss of seniority.

(iv.) Trainees will be placed in the next available LETP class if they missed critical material that can not be made up.

(d.) Military Leave

Same as Jury Duty

(e.) Extended Illness/Temporary Disability

(i.) In the case of an extended illness or temporary disability, trainees will be granted a leave of absence for the duration of their illness/disability, not to exceed one (1) year.

(ii.) Reports as to the trainee's medical condition must be submitted monthly to the Medical Services and Training Departments.

(iii.) Trainees will resume the LETP upon return from leave will no loss of seniority.

(iv.) Trainees will be placed in the next available LETP class if they missed critical material that can not be made up.

RULE 18 - DUES DEDUCTION

(a.) Subject to the conditions herein set forth, NJT Rail will withhold and deduct from wages due Engineer Trainees 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 Trainee 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 assignments 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 Engineer Trainees for the first bi-weekly 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 Trainee 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 Engineer Trainees 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 Trainee 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 Trainee concerned.

(g.) An Engineer Trainee 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 Trainee 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 Trainee executes a revocation form within 15 days after the end of any such year. Revocation of assignment will be in writing and on the form specified in Appendix 19, page 98 and both the assignment and revocation of assignment forms will be reproduced and furnished as necessary by the Brotherhood of Locomotive Engineers without costs to NJT Rail. The Brotherhood of Locomotive Engineers will assume the full responsibility for the procurement and the execution of said forms by Engineer Trainees, 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 Trainee, 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 Trainee 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 19 - SHORTAGE ADJUSTMENT

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

RULE 20 - CONFERENCES

Conferences between officers of NJTRO 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 NJTRO, they will be compensated for the time engaged in the conference, with a minimum of four hours, and if required to lay off an assignment by reason of conference, will be made whole for the missed assignment.

RULE 21 - HEAD-END PASS

The General and District Chairman or his/her designated representative of the Union signatory hereto will be provided with a head-end pass to ride all NJTRO equipment.

RULE 22 - 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.) Each eligible employee and dependent may receive only one (1) payment for glasses and one (1) payment for examinations during the period of this agreement while the program is in effect. Proper affidavits and

submission of receipts are required of the employee in order to receive payments.

RULE 23 - 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 24 - MUTUAL AGREEMENT

(a.) NJTRO and the Organization 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.

RULE 25 - TERM OF AGREEMENT

This Agreement, together with its Appendices, shall comprise the Locomotive Engineer Training Program Agreement between NJTRO and its employees represented by the Organization. It shall become effective and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR NEW JERSEY TRANSIT
RAIL OPERATIONS

FOR BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

(original signed by:)
Patricia Sebron
Assistant Vice President
Human Resources

(original signed by:)
Ed Dubroski
Vice President, BLE

(original signed by:)
James S. Baker
Director-Labor Relations

(original signed by:)
Robert Godwin
General Chairman

(original signed by:)
John Kertesz
District Chairman "G"

The parties agree that if there are any typographical errors, discrepancies or omissions between this and the original documents, the originals shall be controlling.

Signed this 8th day of June, 1990 at Newark, New Jersey.

FOR NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

Original signed by:
William B. Murphy
Director of Labor Relations

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Original signed by:
D. T. Abbott
General Chairman
Brotherhood of Locomotive Engineers