

# **AGREEMENT**

For the period from

**AUGUST 1, 2009 through JULY 31, 2012**

between

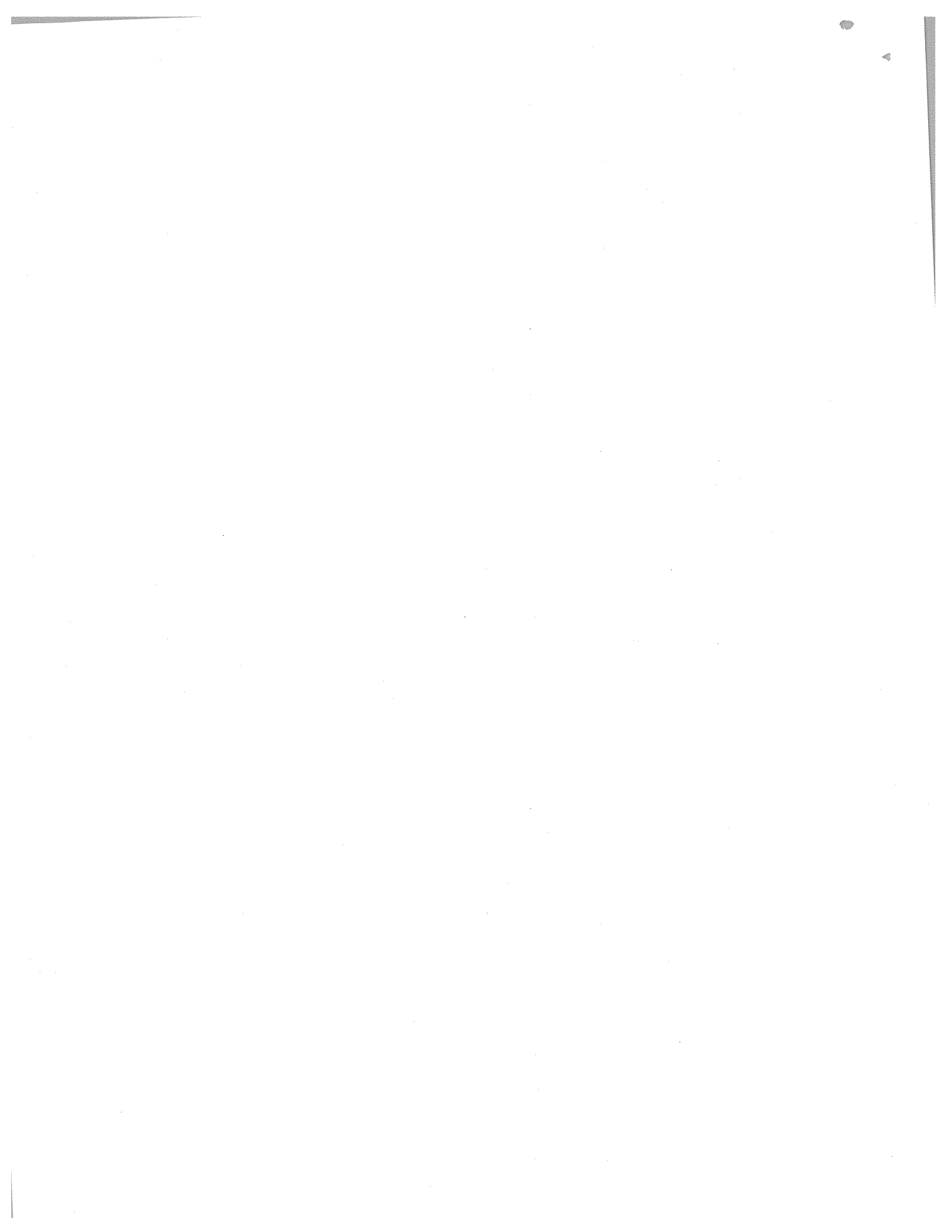
**NJ TRANSIT BUS OPERATIONS INC.**

and

**TRANSPORT WORKERS UNION OF AMERICA**

**Local 225**

8/1/09-7/31/12



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**AGREEMENT**

This agreement made this \_\_\_\_\_ day of March, 2010 by NJ TRANSIT Bus Operations Inc., a Corporation of the State of New Jersey, hereinafter called the Company, party of the first part, and the Transport Workers Union of America, Local Division No. 225, hereinafter called the Union, parties of the second part.

**WITNESSETH:**

**PURPOSE**

That the purpose of this agreement is to provide a working understanding between the Company and the Union; to provide as satisfactory service to the public as possible; to provide as good working conditions for the members of the Union as possible and properly protect the interests of the Company, and with respect to the operation of the Company and the relations to exist during the terms of this agreement between the Company and the members of the Union, and the parties hereto mutually agree as follows:

In the event that the Company shall dispose of its transit properties and business by sale or other transfer or shall lease the same, the Company shall make it a condition of such sale or transfer or lease that the purchaser or transferee or lessee shall become a party to the Labor Agreement in force with the Union and its Local affected by such sale, transfer or lease.

In the event that NJ TRANSIT or a subsidiary corporation of NJ TRANSIT acquires a bus company as a subsidiary corporation in which it has a substantial interest and the subsidiary has routes competing with NJ TRANSIT Bus Operations Inc. routes, NJ TRANSIT Bus Operations Inc. will not decrease operations on routes which compete with the subsidiary company, where the effect is to increase operations of the subsidiary company for the purpose of taking advantage of lower labor costs.

## SECTION 1 -- UNION-COMPANY RELATIONSHIP

### A. RECOGNITION

Pursuant to and in conformity with the Public Employment Relations Commission the Company recognizes the Union as the sole and exclusive bargaining agency for the employees in the units certified by the Public Employment Relations Commission.

The Company agrees to meet and treat with the duly accredited officers and Committees of the Union upon all questions.

### B. MANAGEMENT RIGHTS

The Management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, or transfer, and the right to determine the size of the working forces, are recognized to be in the Company, but each employee covered in this agreement shall have the right provided in this agreement for the adjustment of grievances.

### C. GRIEVANCE PROCEDURE

Should any dispute or grievance arise between the Company and the Union, or any of its members, as to the interpretation, application, or operation of any provisions of this agreement, not specifically settled in said agreement, both parties shall endeavor to settle the question in the simplest and most direct manner. The procedure shall be as follows unless any step thereof is waived by mutual consent:

**First:** such dispute or grievance is to be taken up between the employee and the Union representative and the supervisor, foreman, or department head.

**Second:** between the President or Business Agent of the Union and/or the State Business Agent of the Union and the Division Manager or department head. Either the Company or the Union representatives may delegate their authority. The second step hearing shall be held within 48 hours (excluding Saturdays, Sundays, and holidays) and if a Company representative is not available within that period, the Union may deem the second step waived. An employees' grievance shall cease to exist in the event that the Union or the grievant, or both if the attendance of both is necessary, are not available

within such 48-hour period or within five (5) days thereafter (excluding Saturdays, Sundays and holidays), unless for emergent reasons.

**Third:** Between the President or Business Agent of the Local involved and/or the State Business Agent of the Union and the General Manager of the Company, provided that this step shall have been requested, in writing, within 60 days after the dispute or grievance shall have arisen, or after complaint made by Company officials as provided hereafter in Section 1, Article B. This step may be requested immediately after conclusion of the second step hearing, if within that 60 days, and the third step hearing shall be held at the earliest mutually satisfactory time after the request. Either the Company or the Union representatives may delegate their authority. The third step hearing shall be held within 96 hours (excluding Saturdays, Sundays and holidays) after the written request for such third step hearing and if a Company representative is not available within that period, the Union may deem the third step waived. An employee's grievance shall cease to exist in the event that the Union or the grievant, or both if the attendance of both is necessary, are not available within such 96-hour period or within five (5) days thereafter (excluding Saturdays, Sundays and holidays), unless for emergent reasons.

**Fourth:** It is the stated intent and purpose of both parties at all times to reach agreement by negotiation between the Company and the Union, without recourse to arbitration. In the event, however, that such dispute or grievance is not settled to the satisfaction of the parties through recourse to the third step, the dispute or grievance may be referred, on the request, in writing, by Union Local or Company, to a temporary arbitration board of two, provided, however, that such request shall have been made within 90 days after the dispute or grievance shall have arisen, or after complaint made by Company officials as provided hereafter in Section 1, Article B. The Company and the Union each shall choose one arbitrator with the party requesting arbitration designating its arbitrator first. The other shall designate its arbitrator within fifteen (15) days (excluding Saturdays, Sundays, and holidays) after receipt of the request and designation of an arbitrator. If the two arbitrators thus chosen cannot agree upon a mutually satisfactory adjustment within a period of ten (10) days after the selection of the second arbitrator, a third arbitrator shall be selected in accordance with applicable rules of the

American Arbitration Association or the New Jersey Mediation Service, the choice of one or the other to be made by the defending party in the arbitration procedure. After the appointment of the third arbitrator, the Arbitration Board shall meet for the purpose of reaching a determination of the dispute or grievance, and the decision of the majority of the board, submitted in writing, to the Company and the Union, shall be final and binding upon both parties. Each party shall bear the expense of its own arbitrator, and the expenses of the third arbitrator shall be borne equally by both parties.

Authority of the arbitration board shall be limited to the determination of the dispute or grievance arising out of the interpretation, application or operation of the provisions of this agreement, on submission of the issues involved by the parties to this agreement. It shall not have any authority whatsoever to alter, amend or modify any of the provisions of this agreement.

The following two paragraphs apply only to the Field Salaried employees: It is the understanding of the parties that action taken by employees in the performance of their Company duties shall not constitute cause for disciplinary action by the Union. In the event of a dispute Between the Company and the Union concerning this provision of the agreement, it shall be resolved in the following manner:

Such dispute shall be pursued through the second and third steps. If agreement is not reached in the second or third steps, the matter shall then go to step four which provides for arbitration. In such cases, the arbitration panel shall have the authority to determine whether employees have been subject to discipline by reason of the performance of their Company duties. If the panel finds that employee has been disciplined for such reason, it shall direct that the disciplinary action be set aside. The panel shall not have the authority to pass upon the question of whether the judgment exercised by employees or any action taken or recommended by them was proper so long as it arose out of the performance of their Company duties.

#### **D. DISCIPLINE**

##### **1. Notice of Discipline: 72-Hour Rule:**

When employees are called into the office on a charge or charges, they shall answer to such charge or charges only, provided that when complaints are made by

Company officials that the employee is personally notified within 72 hours of the alleged offense, except in registration cases, the employee's two (2) days off will not be included in the computation of the 72 hours. Provided that the 72-hour period for notification begins when the employee physically reports to work at the start of a scheduled work shift and performs his/her duties on such shift. The notice of hearing shall include the time of the incident or infraction.

**2. Hearing Prior to Entry of Discipline:**

Entries will not be placed against the discipline record of any employee until such employee has been given a hearing and the charge or charges have been proven.

**3. Suspensions Pending Hearing:**

Employees shall not be suspended for incivility, minor violations or accidents, until full investigation by the Company and the Union determines the facts of the case. Where existing laws automatically provide for suspension of driver's license, they will, of course, be observed. Effective June 30, 2007 all one-day suspensions shall be administrative only.

**4. Immediate and Delayed Discipline:**

Effective June 30, 2007, all suspensions of greater than one day shall not begin until after completion of the Third Step except in discharge cases and cases involving: (a) violence or threats of violence; (b) fighting; (c) possessions of a weapon; (d) theft or embezzlement; (e) fare-related irregularities; (f) sexual harassment or EEO violations; (g) drug or alcohol abuse; (h) criminal conduct or gross disregard of safety rules; (i) driving without a valid CDL; (j) gross insubordination; or (k) lewd conduct. In such cases (i.e. suspensions of greater than one day that involve one of the exceptions listed above), the suspension shall commence immediately upon issuance of the discipline at the First Step. Provided, however, that notwithstanding the foregoing, the discipline shall be imposed no later than 75 calendar days from the date the employee is given written notification of the offense as set forth in Section 1-D(1).

**5. Expungement of Discipline:**

Effective June 30, 2007, due consideration shall be given to the record of the employee for the past three (3) years when determining proper discipline.

6. **Time to Answer a Charge; Application of Discipline:**

When employees are notified by written notice to come to the office to answer any charge or charges, it may be at the completion of their day's assignment, or on their swing, or before the start of their midday or night assignment, or at the completion of an a.m. tripper. Hearings for Field Salaried employees shall be held either before or after a day's work assignment. When discipline is applied, effective June 30, 2007, any suspension or termination of service shall be effective immediately as provided in Section 1-D(4) above. When an employee is not permitted to start work or finish assignment, that day shall be applied to discipline. Suspensions shall cover consecutive days.

7. **Copy of See-Me Slip to Union:**

A copy of the violation slip that spells out the discipline applied by the Supervisor or Company official at the first step of the grievance procedure shall be given to the Union representatives, who shall then make a signed acknowledgment that they have received a copy.

8. **Reimbursement of Lost Time When Employee Innocent of Charges:**

When it is established that employees are innocent of charges against them, they shall be reimbursed for lost time as the result of a suspension or discharge.

9. **"Time Over Head" Option:**

Effective June 30, 2007, for any Warning or one-day suspension, employees shall have the option to either: (1) challenge the discipline pursuant to the grievance procedure, or (2) waive this right and instead opt to take "time over head" for a period of 12 months. An employee who elects to take "time over head" waives the right to challenge the discipline beyond the first step and, in return, shall have the Warning or one-day suspension expunged from his/her record if he/she has no further discipline for 12 months.

10. **First Step Around Holidays:**

Effective June 30, 2007, the Company shall not hold any First Step on the day before or the day after a holiday, except in the situations described in Section 1-D(4), above.

### **E. UNION SECURITY**

All present employees and all new employees shall become and remain members in good standing of the Union as a condition of continuous employment with the Company. Employees entering the service of the Company shall become members of the Union after 30 days. However, the 90-day probationary period agreed to by the employee on applying for a position with the Company will be recognized.

Employees who have been recalled from lay-off and who had completed their probationary period prior to lay-off, shall not be required to serve another probationary period.

All employees of the Company who are now or may hereafter become members of the Union shall strictly observe all operating rules and regulations of the Company and all special rules of the Company and of its officials.

### **F. CHECK-OFF / PAYROLL DEDUCTIONS**

On the second pay day of each month, the Company shall deduct from the pay of such of its employees as may be members of the Union, their regular Union dues for the calendar month and promptly remit the same to the proper officials of the Union as designated by the latter in writing. For this purpose, the Union shall maintain and furnish to the Company a notarized list of its members in the employ of the Company together with the dues deduction in effect, not later than the last Thursday of each month.

Check-off of all dues must be authorized in writing by the employees and pensioners involved. Not more than four (4) changes in the amount of dues check-off may be made in one calendar year.

Except as otherwise provided by law, payroll deductions shall be made weekly in an even manner. Dues will be remitted to the Union as per current practice.

### **G. CREDIT UNION DEDUCTION**

On each payday the Company shall deduct from the pay of such of its employees as may be members of the Credit Union an amount authorized by the employee and same shall be promptly remitted monthly to the Treasurer of the Credit Union. The amount which the employee may authorize to be deducted shall be as agreed to by the Union and

the Company. Employees shall be permitted to have a schedule of Credit Union Deductions of their own choosing. This will be implemented once the Company has computer capability to carry out the program. Credit Union will be defined in Paragraph IG as authorized Credit Unions of Local #225.

#### **H. SHORTAGES**

When an employee makes an error in computation of Company receipts that results in a shortage of cash, or where they sustain any other shortage that is obvious and provable, it is agreed that the employee shall be liable to the Company for the amount of said shortage, and shall voluntarily reimburse the Company within ten (10) days after said shortage is brought to the employee's attention. When an employee has been shorted, he or she shall be reimbursed within ten (10) days after the shortage is brought to the Company's attention.

#### **SECTION 2 -- WAGES -- PROVISIONS FOR OPERATORS**

Wage rates for all positions covered by this Agreement will be based upon length of service, and shall be dependent upon the employees' date of hire. The applicable wage rates for all employees covered by this Agreement are fully set forth in Appendix "D".

#### **SECTION 3 -- SCHEDULES**

##### **A**

Regular runs shall consist of work assignments paying not less than eight (8) hours and having no more than a 2-hour swing. Runs may consist of assignments of six (6) hours but less than eight (8) hours and in such cases shall pay eight (8) hours. Except on pull-in trips and certain late runs, relief shall be made as soon as possible after seven (7) hours and forty-five (45) minutes of work. Any straight piece of work of at least seven (7) hours shall not be combined into a swing run. However, pieces of work between six (6) and seven (7) hours may be combined with other pieces of work to form swing runs. At least 66% of these regular runs must be straight runs and the balance, or 34%, will have no more than a 2-hour swing. The Company agrees to make on each schedule the maximum number of such regular runs.



The Company shall have the right, after a schedule is broken in accordance with the percentages for straight and swing regular runs, to add one additional regular swing run, if available, instead of using the pieces for making combination runs.

**B**

Effective June 30, 2007, In addition to regular runs, all other combinations of two or more pieces of work totaling at least six (6) hours but less than eight (8) hours with spread of not over thirteen (13) hours will be made into runs to pay eight (8) hours. Where two or more pieces of work totaling at least six (6) hours but less than eight (8) hours, an additional piece of work cannot be added. Additional halftime after a spread of ten (10) hours and thirty (30) minutes will be paid. Such spread runs may be formed of pieces from more than one line in addition to combination runs, all pieces of scheduled line work totaling at least six (6) hours but less than eight (8) hours shall be paid eight (8) hours.

**C**

Where local conditions warrant, after all combination runs are made in accordance with Paragraph "B combinations of two (2) or more pieces of work totaling at least six (6) hours but less than eight (8) hours with spread of not over thirteen (13) hours may be made into runs to pay eight (8) hours at the request of a Local Division of the Union.

**D**

Straight runs are to be divided as evenly as practicable between day and night runs.

**E**

The Company agrees not to cut the pull-in or pull-out time below the actual running time from point to point. If, however, the route of pull-in or pull-out vehicles leaves the regular route of a line, running time for pull-ins and pull-outs will be determined.

**F**

Where scheduled runs have more than one swing, the shorter additional swing or swings must be paid for. All swings are to be completed by 9:00 p.m.

**G**

Holiday schedules will be posted for pick at least three weeks prior to the Holiday, or at the general pick. Method of picking will be determined by Local Union autonomy. If this Paragraph is violated by the Company, the right to post Holiday picks three weeks before the Holiday will terminate and all Holiday picks will be required to be posted at the general pick for all garages.

If a bona fide dispute arises concerning the occurrence of a violation, the matter may be submitted directly to arbitration at the request of either party pursuant to the applicable terms of this agreement.

**H**

The matter of straight or swing runs on Sunday schedules is to be decided on a garage basis.

**I**

Any schedule which may be considered objectionable shall be subject to check and revision at the request of the Union promptly.

**J**

All trippers, excluding school trippers, shall be paid a minimum of one (1) hour.

**SECTION 4 -- WORKING CONDITIONS**

**A. OVERTIME**

For regular operators, the overtime rate of time and one-half to begin after the completion of eight (8) hours work per day during the five (5) working days of the week, or after the completion of the run, whichever is the shorter.

For extra operators, the overtime rate of time and one-half to begin after eight (8) hours work per day or the completion of the run, whichever shorter.

Time and one-half will not be paid more than once for the same working time and if an operator shall claim time and one-half on more than one basis, then giving the larger amount shall be used.

#### **B. EXTRA TRIPS**

All operators who are called upon to work an extra trip or trips or to do any extra work, in addition to the regular runs to which they are assigned, shall be paid time and one-half for all such work.

#### **C. TRAVELING TIME**

If operators in regular service lay up their bus or car, or swings, or is relieved, at a point other than their own garage or car house, they shall be paid running time from the point at which said vehicle is laid up to their garage or car house, the maximum time to be one (1) hour and thirty (30) minutes in each direction if the swing is less than the above-mentioned traveling time, the swing is to be paid. The one (1) hour and thirty (30) minutes given herein shall not place a limit on the payment of traveling time involved in one direction.

#### **D. WAITING TIME**

When the break between the completion of a run, a piece or pieces of work or a charter trip paying at least eight (8) hours and the beginning of a tripper or a short charter, or the completion of a short charter or a tripper and the beginning of a run, a piece or pieces of work or a charter trip paying at least eight (8) hours, is thirty (30) minutes or more but less than one (1) hour, operator shall be paid thirty (30) minutes for such time; when the time is one (1) hour or more the operator shall be paid one (1) hour waiting time at the regular rate.

#### **E. WORK BOARD**

Except in emergencies, the work board for all assignments for the following day shall be posted daily by 4:00 p.m. Any change in tables must be specifically stated.

#### **F. CANCELLATION OF WORK**

Regular operators ordered to report for regular or tripper service and who do so report, but are not permitted to work such regular or tripper service, shall be paid for the

work assigned, but may be required to do other work during the time for which they are paid. A normal work week for regular operators shall consist of five (5) consecutive days with a minimum of eight (8) hours per day.

Operators, when taken from regular assignment to work another assignment paying less, shall be paid the equivalent of the original assignment. In addition, pay at time and one-half shall be paid for all work performed before or after the operator's regular normal working time.

#### **G. DELAY TIME**

In cases where allowance time is being paid, delay time will not be paid on the first half of a swing or combination, except to the extent it exceeds the allowance time. This will not apply on the completion of a day's assignment.

#### **H. INSTRUCTION TIME**

Operators shall receive 50 cents per hour in addition to their regular compensation while instructing students. Instructing operator shall not be charged with accidents of student or operator being instructed except when instructing operator is negligent and contributes to the accident.

#### **I. WORK ON A DAY OFF**

Operators who accept an assignment to work on a regular day off shall be paid one (1) hour at time and one-half if they are notified before they leave home that the assignment has been cancelled. If they report for work, they will be guaranteed two (2) hours at time and one half. If they work, they will be guaranteed at least eight (8) hours pay at time and one-half.

Payment for work on a day off shall be at straight time if the employee does not work the five regularly scheduled work days in the week involved. This does not apply to an employee who may be properly excused or is absent due to a documented illness, or who is absent due to a disciplinary suspension in that week.

#### **J. WORK ON A HOLIDAY**

Regular operators falling out on holidays and who are ordered in and who report for work shall be guaranteed work paying eight (8) hours or more. Regular operators

falling out on holidays may volunteer to work assignments paying less than eight (8) hours.

#### **K. MEAL ALLOWANCE**

Effective August 16, 2003, the meal allowance for all meals (breakfast, lunch and dinner) shall be increased to \$7.00, and shall be paid on any occasion when:

1. Operator is ordered to work through swing.
2. Initial relief is not made and operator is required to work in excess of the time necessary to serve passengers from and to the relief point. This provision also applies when operators, at the end of their day's work, fill in for a run or makes a relief that has been missed.
3. Operators, after completion of regular or combination run, are given additional non scheduled work because business is so heavy and operators do not have time for their regular meal hour.
4. Operators work five (5) hours in addition to their regular run.
5. When operators are used in emergencies during snowstorms, present practices of allowing meals shall apply.
6. An operator is entitled to a meal ticket after 13 hours of work time.
7. Not more than one (1) meal ticket may be allowed for the same time period.

All payments made under this section will be included in the employees normal payroll check.

#### **L. NAME PLATES - BADGES**

Operators when engaged in service shall display the Company issued identification plate in holder in vehicle. Operators can use either employee number or name.

#### **M. PACKAGE EXPRESS**

When operators are required to handle heavy or bulky packages or several individual packages, they shall be assisted by available Company personnel.

## **SECTION 5 -- SNOW WORK (EMERGENCIES)**

Operators being used in emergencies for snow work shall be paid time and one-half rate for actual working time and regular platform rate for waiting time except where such waiting time is after the completion of operator's regular run or in excess of the time called for by the operator's regular run whether the run is actually worked or not, when the overtime rate will apply.

## **SECTION 6 -- UNIFORMS**

The Company shall furnish each operator who has been employed by the Company a period of 90 days a uniform containing a Union label consisting of a jacket, 5 shirts (3 summer-2 winter), a tie, 2 pairs of trousers and a cap.

Effective with the Uniform Allowance payable in April, 2006 the Uniform Allowance will be increased from \$375.00 to \$400.00 three hundred twenty-five dollars (\$325.00) will be in the form of a voucher, and seventy-five dollars (\$75.00) by check, both of which will be paid on the first day of April each year. Effective with the Uniform Allowance payable in April 2007, the Uniform Allowance will be increased to four hundred and twenty-five dollars (\$425.00), three hundred twenty-five dollars (\$325.00) of which will be in the form of a voucher, and one-hundred dollars (\$100.00) by check, both of which will be paid on the first Friday of April each year. A new employee who has never been issued a uniform who enters a position requiring them to wear a uniform between January 1st and March 31st of any year will be issued a full uniform, but will not become eligible for the uniform allowance until one year from April 1st of the year in which the uniform was issued. The Uniform Allowance can also be used for Company approved shoes and belts.

All operators will be required to wear their uniform while on duty.

## **SECTION 7 -- ALLOWANCES**

### **A. VACATIONS**

1. The Company agrees to grant one (1) week's vacation of forty (40) hours at their regular rate to all operators with one (1) year of service. The Company agrees to grant two (2) weeks' vacation of eighty (80) hours at their regular rate to all operators with two (2) years of service. The Company agrees to grant three (3) weeks vacation of

one hundred twenty (120) hours at their regular rate to all operators with five (5) years of service. The Company agrees to grant four (4) weeks' vacation of one hundred sixty (160) hours at their regular rate to all operators with ten (10) years of service. The Company agrees to grant five (5) weeks' vacation of two hundred (200) hours at their regular rate to all operators with twenty (20) years of service. The Company agrees to grant six (6) weeks' vacation of two hundred forty (240) hours at their regular rate to all operators with thirty (30) years of service.

2. An employee voluntarily transferring to another location will be required to repick any remaining vacation at the new location. This does not apply to employees bidding to follow their work.

3. All garages shall be allowed to cover vacations by vacation relief bids at all general picks.

4. Seniority, as established in SECTION 10 a., will be used to bid vacations.

5. In order to be eligible for a vacation, an employee must have worked a minimum of 75% of his scheduled workdays in the year preceding the vacation period.

#### **B. TIME FOR REPORTING AND TURNING-IN**

All operators will be expected to report five (5) minutes before pull-out time of each assignment and shall be paid for such time with a minimum of ten (10) minutes per day.

Operators shall also be paid ten (10) minutes turn-in time for each day on which they perform platform work. However, operators on exact fare lines who are not required to turn-in to a receiver will not be paid turn-in time.

It is understood that turn-in time will continue to be paid to any operator on any line who is required to turn-in to the receiver.

#### **C. BREAKING-IN TIME**

Regular or extra operators ordered to break in on newly established lines or equipment of a different type when placed in service shall be paid at their regular rate of pay, for a reasonable length of time.

Operators transferring from one location to another at their own request shall qualify on all lines and equipment at the instruction rate.

**D. ACCIDENT REPORT TIME**

Operators shall be allowed twenty (20) minutes for making out each accident or witness report. All statements to Claim Department investigators shall be paid actual time with a minimum of fifteen (15) minutes and a maximum of sixty (60) minutes.

**E. EXPENSES /FINGERPRINTING COST**

Expenses incurred while in line of duty must be refunded on the day incurred when possible but not later than the following morning by the Company at the station where operator turns in. Effective June 30, 2007, the Company agrees to reimburse all employees for the full cost of the fee for fingerprinting related to DMV, provided the employee provides the Company with a receipt.

**F. REST TIME**

When the rest period between the time of terminating one day's work and the time for reporting for the next day's work is less than ten (10) hours, an addition to pay shall be allowed as follows:

For the first 29 minutes below 10 hours	- None
From 30 minutes to 1 hour 29 minutes below 10 hours	- 15 minutes
From 1 hour 30 minutes to 2 hours 29 minutes below 10 hours	-45 minutes
From 2 hours 30 minutes to 3 hours 29 minutes below 10 hours	- One hour 30 minutes
For each succeeding hour below 10 hours	- Additional one hour

When operators have their days off, the intervening time between the end of one day's work, the days off, and the reporting time for the next day should not be less than fifty-four (54) hours. If it is less than fifty-four (54) hours, the above allowances will apply for corresponding hours below fifty-four (54) hours.



When operators work on their first day off, the intervening time between the end of that day's work, the second day off, and the reporting time for the next day should not be less than thirty-four (34) hours. If it is less than thirty-four (34) hours, the above allowances shall apply for corresponding hours below thirty-four (34) hours.

When operators go from a night run to a day run where the interval between the end of the night run and the beginning of the day run is at least eight (8) hours, they shall be paid appropriate rest time. When the interval is less than eight (8) hours they cannot pick up their new run until the lapse of eight (8) hours.

## **SECTION 8 -- EXTRA LIST**

### **A. GUARANTEE TIME**

Effective June 30, 2007, extra operators who answer all roll calls or assignments for five (5) full days shall be guaranteed forty (40) hours pay per payroll week at the prevailing line rates, with a minimum of four (4) hours per day, including holidays.

If operators fail to answer a roll call on any one day or days, the guaranteed amount shall be reduced only in the proportion that the roll calls which they fail to answer shall bear to the total number of roll calls during the day or week.

In the computation of guarantee time for extra operators only actual hours and not equivalent straight time hours shall be used. The twenty (20) minute allowance for reporting and turning-in shall not be used in the calculation of guarantee.

For the purpose of computing guarantee time for extra operators, when a holiday occurs on a day not a regular day off, the actual hours worked shall be used.

In the event there are not sufficient assignments for extra operators at a garage when the paid holiday occurs on a day other than their regular day off, each extra operator not needed shall be notified the night previous that they are excused for that paid holiday and their weekly guarantee shall be adjusted proportionately. All regular operators who are serving on the extra list under penalty shall receive the same privilege as extra operators in good standing.

## B. ROLL CALLS

Day operators shall make 5:00 a.m., 6:00 a.m., and 10:00 a.m. roll calls. Night operators shall make 12:00 noon, 2:00 p.m., and 4:00 p.m. roll calls.

Day operators required for afternoon trippers must be assigned those trippers by 10:00a.m.

An operators serving on the p.m. roll call shall be assigned or excused by the time the last run or tripper pulls out.

No operator shall be assigned to a night run after reporting for 5:00 a.m. or 6:00 a.m. roll call.

Time of roll calls may be adjusted to meet local conditions but may not exceed the number of calls designated on previous page.

Extra operators not on roll call and who work two or more pieces of work shall be paid additional half-time for work after completion of 10 hours and 30 minutes span of work.

Extra operators on roll call shall be paid additional half-time for work after completion of 10 hours and 30 minutes span of work beginning from time of their first roll call.

Extra operators on roll call shall be paid for all time at straight time rate before receiving regular assignment or being released. Such time shall be included in computation of daily and weekly guarantee time.

The work list for extra operators shall be rotated each day in accordance with systems now in effect in each local division and as approved by the Union and the Company. When extra operators are booked for a regular run, working conditions of regular operators shall apply to all work performed on that day.

## SECTION 9 --OPERATOR'S WAGE FOR TOURS AND SPECIAL SERVICES

### A

On all charter orders, 25% will be paid on the net total. (The net total is the total remaining after all charges are deducted; e.g., tolls, parking, permits, commission, etc.)

### B

In those cases where more than one operator is required, the wage resulting from the above percentage will be pro-rated between the operators based on the number of hours each worked.

### C

In cases of continuous driving where buses are chartered on an hourly rate or for emergency shuttle service (rail, etc.), the operator will be paid \$10.00 per hour for the first eight (8) hours and time and one-half thereafter.

### D

No Company official or Shopman shall operate, in revenue service, a chartered or special bus while there are regular or extra operators available.

### E

Charters originating in territory served by any of the Union Divisions shall be worked by members of the Division in that territory.

### F

When a chartered trip of less than eight (8) hours' pay time is combined with a line tripper and the combination exceeds eight (8) hours, the portion of time of the tripper by which the eight (8) hours is exceeded shall be paid at time and one-half.

Rest time shall not apply to chartered trips and tours, except when an operator moves from one order to another different order.

## G

An operator on a multiple-day trip departing at 6 p.m. or earlier shall be given a meal allowance.

An operator on a multiple-day trip finishing 7 p.m. or later shall be given a meal allowance.

## H

Qualified operators soliciting and obtaining a chartered trip which involves one of their regular days off shall be permitted to operate the trip.

## I. CHARTER BOARD

1. It is agreed that a Charter Board may be operated at a location at the option of the Union Local subject to conditions set forth in the Agreement.

2. In addition to these conditions, the Company shall determine the number of positions and days off to be posted on the Board.

3. It is understood that when there is insufficient or inadequate charter work available at their location, employees bidding upon the Charter Board will be assigned work from the Extra Board.

4. All other rules and regulations applying to the present Charter Board operations will continue in existence.

5. All Charter Board operators will be qualified as required on all equipment normally used in Charter operations.

6. **Operator's Wage for Tours, Special Service and Multiple Day Charters:** One Hundred Dollars (\$100.00) per day (up to 12 hours) and \$10.00 per hour for each additional hour beyond 12 hours. This provision shall not apply to special services that are presently paid at line rate (Time Out, Time In). One-day trips under 10 hours will be paid at the rate of \$10.00 per hour.

7. **Operator's Lodging and Meals:** Operators on multiple-day trips shall be provided satisfactory hotel or motel accommodations and shall be given a meal at regular meal times, but not to exceed three (3) meals for each full day away from home. When the Company has arranged with chartering party to provide lodging and meals for

operators, no lodging or meal allowance shall be paid, except in unusual circumstances, which will be handled on an individual basis. Meal allowance under this provision shall be \$2.50 for breakfast, \$4.00 for luncheon and \$6.00 for dinner. No meal allowance shall be given for one-day chartered trips.

8. **Breakdowns:** In the event a mechanical breakdown occurs on the return portion of a chartered trip, operator will be reimbursed at the rate of \$10.00 per hour for each hour after the first hour of the delay beyond the calculated pull-in time of the charter.

9. **Charter Cancellations:** If operators assigned to work a charter are notified of a cancellation before they leave home, no payment will be made. If the operator reports to work and the charter is cancelled, the operator will be paid \$20.00. If the operator works any part of the charter and it is then cancelled, the operator will be guaranteed at least \$50.00, or \$10.00 per hour, whichever is greater.

10. **Part-Timers:** Part-time operators who work a charter, tour or special service will be paid at the above rates or at their applicable hourly rate, whichever is lesser.

## **SECTION 10 -- SENIORITY AND BIDDING OF RUNS**

### **A**

Seniority within a garage shall be established by continuous service in that garage, except as otherwise provided in Paragraph C (transfer of operators) and SECTION 12 - LAY-OFFS.

### **B**

Operators shall choose work by seniority as established in Paragraph A.

1. All regular passenger runs including those on holiday schedules will be put up for bid four (4) times a year: January, April, June and September. These bids may be extended for two (2) weeks beyond end of month at Company option.

2. The bidding in of all runs will be allowed when new runs are established or existing lines shortened, extended or changes made in schedules.

3. Representatives of the Union may be present at such bidding in, if desired.

4. All runs shall be posted at least four (4) days before anyone shall be obligated to pick.

5. In the event of a discharge of an operator and an appeal is taken under the provisions of this agreement; the operator's run shall not be posted until a final decision has been reached in his case. The present practice of the Company, in temporarily filling vacancies until the next general pick occurs, is to remain in force.

6. While a general pick is going on, the Company will not post new tables.

7. It is understood that at least 10% of the operators at the garage affected must pick each day; however, in any case, no more than twenty-five (25) operators shall be required to pick in a given day. No one will be required to pick on Saturday, Sunday or Holidays, except in an emergency.

8. Every effort must be made to contact operators away sick or on vacation.

9. The Company will be permitted a "same day only pick" on three (3) occasions each year, subject to the following rules:

a) A pick will only be run as a result of the Company cutting work from the regular schedule;

b) The pick shall be posted at least three weeks in advance;

c) Operators who pick to be off shall receive eight (8) hours pay for the day;

d) All other operators that are scheduled to work that day shall pick by seniority for the work that is available;

e) After a "same day only pick" is completed, the Company shall not assign operators picking to be off unless an emergency occurs.

f) Depending upon the types and levels of service cuts scheduled for "same day only picks," garage maintenance staffing will be adjusted accordingly and a pick posted. Employees choosing to be off will be paid for eight (8) hours. The actual number of staff reductions and their distribution across classifications will be vested with management.

## C

Where operators are compelled through the consolidation or amalgamation of garages, car houses, or divisions of the Company to change from one to the other, they shall carry their seniority rights with them. Where lines are transferred from one garage to another, operators who transfer with the lines shall also carry their seniority with them but must remain on these lines until the next general pick.

Before the Company can move a line from one location to another, a full general pick must be first posted in the garage the line is moving from. All employees must then bid on all jobs. Where such consolidation or amalgamation causes undue hardship and the employee shows cause, the Company agrees to pay for reasonable moving expense incurred by the employee in following their work.

When a run is transferred from one garage to another, an operator will pick to go with the run. For every three (3) runs, four (4) operators will be allowed to pick. For every six (6) hours of additional work one (1) additional operator will be permitted to transfer with this work. In each of these situations, operators transferring shall carry their full seniority with them.

Employees who may be forced to follow work by transferring to other locations may return to their original location, when an opening occurs, with full seniority rights. Employees who were forced to follow work between March 24, 1984 and the date of ratification of this Agreement, shall have the right to return to their original locations when an opening occurs, provided, however, that no employee currently working in a location is displaced.

### SECTION 11 -- DAYS OFF

The Company will allow regular operators two (2) consecutive days off duty in every seven (7) days or payroll week. For those whose runs fall out on Saturdays and Sunday, those days will be considered their days off. For those whose runs fall out on Saturday or Sunday, that day will be considered one of their days off. All other days off are to go with the run assignment.

Extra operators, by seniority, may select days off from available days. Split days off, one of which shall be a Sunday, will be kept to a minimum but shall not affect more than 40% of the total number of extra operators in each garage.

## **SECTION 12 -- LAY-OFFS AND RECALL**

1. The system of Department seniority now in effect shall continue during the life of this agreement. In the event of the necessity for layoffs, the youngest in point of service for the particular Department classification of work shall be laid off first.

2. When the necessity for re-employment occurs within the eligibility period, they shall be advised in writing by registered or certified mail directed to the last known address given by them to the Employer, with a copy to the Union, that they may return to work within ten (10) days from the date of the mailing of the letter. Their failure to do so shall terminate their relationship with the Company and they shall lose all seniority. An employee with five (5) years or more of service will be eligible for recall for a period of one (1) year from date of lay-off and shall be granted continuous Company service.

An employee with less than five (5) years of service will be eligible for recall for a period of one (1) year, and to be eligible for continuous Company service, must be recalled within ninety (90) days from date of lay-off. If recalled after ninety (90) days, the employee shall be reinstated within accumulated service only.

No employee shall receive a reduction in wage rate as a result of this agreement. No one now employed shall be hired back at a lower rate than he or she now received in the event of a lay-off and re-hire, unless a specific agreement is reached between the Company and the Union.

3. The Company reserves the right to grant or deny the transfer of an employee from one department to another. When an employee is granted a transfer from one department seniority roster to another, such employee's seniority will be frozen on the roster employee left as of the date of the transfer to the new roster. The employee making such transfer to a new department roster will be placed on the bottom of such new department seniority roster.



If, because of any circumstances (layoffs, choice, etc.) such employee should return to the original Department seniority roster employee had left, such employee will be placed on the roster as of the date employee had left such roster (frozen seniority).

Employees making such transfers from one department seniority roster to another will always retain full Company length of service in regard to all fringe benefits.

4. Maintenance Department: In the event of the necessity of layoffs, the youngest in point of Department seniority in the job classification involved shall be laid off first, with exception, a senior employee may in order to retain their employment, "bump" a junior employee in a different classification within their Department, providing they are qualified to hold the job.

### **SECTION 13 -- PROVISIONS FOR EMPLOYEES OF MAINTENANCE DEPARTMENTS**

#### **A. OVER-TIME RECORDS**

Information concerning over-time and special time worked shall be made available for any employee or Union representative who desires to check such time. Each Foreman shall post, on the window, a list of personnel who were engaged in over-time work on the previous working day.

#### **B. HOLIDAY WORK**

All holiday work lists shall be posted seventy-two (72) hours previously. If an employee scheduled to work is unable to do so, a substitute may be assigned.

#### **C. HOURS**

A working day shall not exceed eight (8) hours per day completed within eight and one half (8-1/2) consecutive hours. Five (5) days a week shall constitute a working week. Hours of shifts shall be adjusted to meet local conditions subject to the approval of both parties.

#### **D. OVER-TIME**

Employees required to work in excess of eight (8) hours per day will be paid time and one-half for such excess time. Employees required to work on their regular days off will be given eight (8) hours work at time and one-half unless they desire to work a

shorter time. If they desire to work less than eight (8) hours, they will be paid for actual time worked at time and one-half. Time and one-half will not be paid more than once for the same working time and, if an employee shall claim time and one-half on more than one basis, then giving the larger amount shall be used.

Employees required to work on their scheduled day off, will be paid time and one-half for such time, provided they have completed all five (5) of their scheduled work days, unless, the Employee is properly excused, or is absent due to a documented illness, or who is absent due to a disciplinary suspension in that week.

Any employee shall have the right, if they so desire, to pass up overtime, provided another qualified employee in the same classification is available to do such work. Employees in the Maintenance Department will not be paid time and one-half for work on a scheduled day off if they have not completed all five (5) of the scheduled work days, unless the employee is properly excused, is absent due to a documented illness or is absent due to a disciplinary suspension in that week.

#### **E. WEARING APPAREL**

The Company will provide winter jackets for all Maintenance Department employees from September 15th to April 15th. The Company will issue foul weather clothing to those employees requiring same and they shall be responsible for its safekeeping. The Employer guarantees the maintenance of reasonable and safe conditions at all times. No employee shall be expected to perform their duties under conditions detrimental to their health or welfare. The Company will provide overhead protection against inclement weather whenever possible. The Company will issue four (4) sets of rental coveralls, or shirt and pants, or shirt and apron, each week after they have been in service thirty (30) days. In addition to the regular Maintenance uniform, the Company will supply a warmer outer garment to all Maintenance employees required to work outside as a part of their normal duties.

#### **F. EQUIPMENT**

The Company shall provide droplights, tape, hacksaw frames and blades, special tools, files, drills, hammer handles of all sizes, wire pliers, wheel dollies and flashlights and batteries when conditions warrant, or other special equipment needed.

Each repairman and mechanic shall be required to submit a list of their tools. This list shall be signed and dated by the Foreman, and a copy thereof supplied to the Union.

Effective with the Tool Allowance payable in December 2005, the Company will provide each repairman and mechanic with a three hundred seventy-five dollars (\$375.00) annual tool allowance which will be paid by separate check in the second pay week of December and will provide metric tools as required.

The Company will provide a one hundred dollars \$100.00 Safety Shoe Allowance for all Maintenance Department employees and further provide that Cleaners/Custodians with at least one (1) year of service will be entitled to the Safety Shoe Allowance. This allowance will be paid in the second pay week of December.

#### **G. MEAL ALLOWANCE**

On special occasions or when overtime is necessary and employees do not have time to go home for their meal, the Company will pay a meal allowance of \$2.00 for breakfast, \$3.00 for luncheon, and \$5.00 for dinner. This will apply only when three (3) hours or more overtime work is performed. Employees who are used for two (2) hours over time work shall be used for at least one (1) more hour overtime work. A relief period may be allowed for this meal between the completion of the regular time and the beginning of the overtime. An additional meal allowance will be paid when an employee works five (5) more hours of overtime after the first three (3) hours of overtime. All payments made under this section will be included in the employees normal payroll check.

#### **H. TEMPORARY ASSIGNMENT**

When employees with a lower department pay rate are assigned to work on a job with a higher rate of pay, they shall be paid at the higher rate. When the rate is lower, they shall retain their own rate.

Employees temporarily assigned to supervisory work or who are assigned supervisory duties for one or more days in the absence of supervisory employees shall be paid \$4.00 per day in addition to other pay received under contract provisions.

## **I. FOREMEN**

(a) The Company agrees that it will not allow Foreman or Management personnel to participate in any physical labor that will take any work away from the regular employees.

(b) The Company will not assign a working foreman to a shift where a full time Foreman or Assistant Foreman is in direct charge.

## **J. ALLOWANCE TIME**

Ten (10) minutes shall be allowed to employees at the end of their day's work to wash, make out time slips and put their own tools away. Employees shall not perform any of these duties prior to the ten (10) minutes allowed.

## **K. EMERGENCIES**

All work performed by an employee in an emergency call, i.e., when the employee is called out when off duty, shall be paid a minimum of three (3) hours at the rate of time and one half. When employees are used for such emergency call they must not be excused for the regular day's work if they desire to report for their regular work. These employees shall be permitted to work additional time after their regular work if they so elect and if they have worked less than three (3) hours emergency work before their regular work.

Two (2) employees shall be assigned to road calls on major highways, turnpikes and parkways, and on other road calls where the services of two (2) employees are required. An operator can be used as one of the employees if Maintenance employees are not available.

Any hourly bargaining unit employee may be assigned to pick up parts.

## **L. VACATIONS**

1. The Company agrees to grant one (1) week's vacation of forty (40) hours at their regular rate to all Maintenance Department employees with one (1) year of service. The Company agrees to grant two (2) weeks vacation of eighty (80) hours at their regular rate to all Maintenance Department employees with two (2) years of service. The Company agrees to grant three (3) weeks vacation of one hundred twenty (120) hours at

their regular rate to all Maintenance Department employees with five (5) years of service. The Company agrees to grant four (4) weeks vacation of one hundred sixty (160) hours at their regular rate to all Maintenance Department employees with ten (10) years of service. The Company agrees to grant five (5) weeks vacation of two hundred (200) hours at their regular rate to all Maintenance Department employees with twenty (20) years of service. The Company agrees to grant six (6) weeks vacation of two hundred forty (240) hours at their regular rate to all Maintenance Department employees with thirty (30) years or more of service.

2. An employee voluntarily transferring to another location will be required to repick any remaining vacation at the new location. This does not apply to employees bidding to follow their work.

3. All garages shall be allowed to cover vacations by vacation relief bids at all general picks.

4. Seniority, as established in SECTION 10A, will be used to bid vacations.

5. In order to be eligible for a vacation, employees must have worked a minimum of 75% of their scheduled worked days in the year preceding the vacation period.

#### **M. VACANCIES**

1. All vacancies in any department shall be filled by promoting regular employees, provided they are qualified. Foreman and Union representatives shall determine within thirty (30) days whether an employee is qualified or not. Employees failing to qualify within the thirty (30) day period shall be moved back to their former job. The thirty (30) day period may be extended by mutual consent. Employees bidding on a vacancy shall retain the rate of their former position until qualified in the new position. Upon qualification, an employee shall be paid the new rate retroactively for the thirty (30) day qualification period.

2. If an employee hired after August 16, 2003 fails twice to prove their qualifications for a position, they will be barred from further promotion to that position unless they submit to the Company a Certificate of Completion of an outside course of instruction in automotive skills and/or technology which indicated that their skills have been enhanced.

3. Ability and merit being sufficient, seniority shall govern promotions.

4. Employees promoted to Repairman C shall pass an examination, ninety (90) days after such promotion, to determine their aptitude and ability to perform Repairman's work. Employees failing such examination shall be moved back to their former position.

5. Incapacitated bus operators who have been disqualified from driving buses, but who are qualified physically to perform the work normally assigned to Garage men/Cleaners shall be given preference in filling vacancies in this classification. Incapacitated bus operators who have been disqualified from driving buses but who are qualified physically and who have been approved to drive buses on or adjacent to Company property and can perform the work normally assigned to Utilitymen/Servicemen shall be given preference in filling vacancies in this classification.

6. An open Repairman's job within a Union Division shall be bid on by any employee with the greater Union Division seniority. This shall apply only to Utilitymen/Servicemen and Garage men/Cleaners.

#### **N. DAYS OFF**

1. Seniority shall be used in the selecting of consecutive days off, shift, and jobs, twice a year, June 1st and October 1st, or when an emergency occurs, to be effective on the first Saturday thereafter. Employees changing shifts or jobs must be capable of performing properly the work attached to the job picked. They shall be paid at the prevailing rate for the work performed. Work presently held by employees who cannot drive or perform roadwork shall be excluded from picks.

2. The selecting of jobs, however, shall not restrict the Company from moving an employee from one job to another in emergencies, within or lower than their own job classification within their garage.

3. Also, all employees in the Maintenance Department can be used as vacation or sick relief replacements or replacements during leaves of absences (including but not limited to military leave and disciplinary suspension) and short term vacancies.

## **O. PROGRESSION**

If the Company and the Union, represented by proper officials, agree as to employees' aptitude and ability, Repairmen will move from Class C to Class B, and from Class B to Class A at six (6) months intervals.

Similarly, subject to approval by both parties, Maintenance Men will increase from one classification to another, each six (6) months, so that employees doing the same work will reach the same maximum rate.

## **SECTION 14 -- SPECIFIC PROVISIONS -- FIELD SALARIED EMPLOYEES**

### **A. WORK WEEK**

The work week shall consist of forty (40) hours in five (5) working days.

### **B. OVER-TIME**

When authorized, time worked in excess of eight (8) hours in any one day shall be paid at the rate of time and one-half. Time and one-half will not be paid more than once for the same working time and if a salaried employee shall claim time and one-half on more than one basis, then giving the larger amount shall apply. All field salaried employees' work at straight or over-time rates shall be performed by salaried employees except:

- (a) When no salaried employee at the garage or department is available
- (b) When vacations are not covered by vacation relief.

### **C. SPREAD TIME**

Employees having swing assignments shall be paid additional half-time for work after completion of ten (10) hours and thirty (30) minutes span of work.

### **D. TRAVEL TIME**

Travel time shall be paid when an employee is required to report to a garage and then travel to a point of assignment.

Travel time shall be paid when employees are required to return to their garage from point of assignment.

No travel time will be involved when an employee has an assignment at a fixed location such as a terminal, loading platform, station or fixed post.

Travel time shall be included within regular tour of duty whenever possible.

#### **E. WORK ON A DAY OFF**

A salaried employee who works on a regular day off shall be paid time and one-half of eight (8) hours. If they report and the work is cancelled, they shall be paid two (2) hours at time and one-half. If booked for work and work is then cancelled before employee leaves home, employee to be paid one hour.

Payment for work on a day off shall be straight time if the employee does not work the five regularly scheduled work days in the week involved. This does not apply to an employee who may be properly excused or is absent due to a documented illness, or who is absent due to a disciplinary suspension in that week.

Salaried employees may volunteer for day off work paying less than eight (8) hours.

#### **F. WORK ON A HOLIDAY**

Salaried employees who are off on holidays but are ordered in and who report for work shall be guaranteed work paying a basic day's salary. Salaried employees falling out on holidays may volunteer for work assignments paying less than eight (8) hours basic day's salary.

#### **G. DAYS OFF**

The Company will allow salaried employees two (2) consecutive days off duty in every seven (7) days or payroll week. For those whose day's work falls out on Saturday and Sunday, those days will be considered their days off. For those whose day's work falls out on Saturday or Sunday, that day will be considered one of their days off. All other days off are to go with the work assignments.

When working conditions at a location make it necessary to have non-consecutive days off, salaried employees shall select separate days off in each payroll week.



## **H. TEMPORARY ASSIGNMENT**

A salaried employee ordered to work because of a temporary or emergency situation other than their regularly assigned hours shall be paid at time and one-half for the portion of the work performed before or after the employee's regular working time. This does not apply to salaried employees whose assigned working hours are changed for a period of time exceeding three (3) work days. The salaried employee, when shifted from regular assignment of work to another assignment paying less, shall be paid the equivalent of their regular assignment. The salaried employee, when shifted for three (3) working days or more to another assignment paying more, shall be paid the rate of the higher classification providing they can perform those duties without assistance.

## **I. MEAL ALLOWANCE**

Effective August 16, 2003, the meal allowance for all meals (breakfast, lunch and dinner) shall be increased to \$7.00, and shall be paid on any occasion when:

1. A salaried employee is ordered to work through a swing of their daily assigned hours;
2. A salaried employee is given additional work that extends beyond their regular meal hours;
3. A salaried employee works five (5) hours in addition to their regular working period.

If a meal allowance becomes available on more than one basis, only one meal shall be allowed. All payments made under this section will be included in the employees normal payroll check.

## **J. EXPENSES**

Expenses incurred while in the line of duty shall be refunded by the Company on the day incurred when possible, otherwise within 48 hours.

## **K. REST TIME**

When the period between the time of terminating one day's work and the time of starting the next day's work is less than eight (8) hours, salaried employees shall receive one-half (1/2) straight time for the period of time that is less than eight (8) hours.

## **L. WORK CLOTHES**

Vault pullers will be provided with rental wearing apparel as provided for maintenance employees.

Effective with the Uniform Allowance payable in April 2006, the Uniform Allowance will be four hundred dollars (\$400.00) and three hundred twenty-five dollars (\$325.00) of which will be in the form of a voucher and seventy-five dollars (\$75.00) by check, both of which will be paid on the first day of April each year. Effective with the Uniform Allowance payable in April 2007, the Uniform Allowance will be increased to four hundred dollars (\$425.00) and three hundred twenty-five dollars (\$325.00) of which will be in the form of a voucher and one-hundred dollars (\$100.00) by check, both of which will be paid on the first Friday of April each year.

Any employee currently receiving a uniform shall be entitled to a uniform allowance one year after issuance provided that at the time of payment of the allowance, the employee is still required to be in uniform. Outer garments for the field salaried employees specified by mutual agreement of the Company and the Union shall be supplied.

A new employee, or an employee who was never issued a uniform, who become a Field Salaried Employee required to wear a uniform, on or before December 31st of any year, will be issued a full uniform and will receive the appropriate up keep allowance on April 1st, of the following year.

A new employee, or an employee who was never issued a uniform, who becomes a Field Salaried Employee required to wear a uniform, between January 1st and March 31st of any year, will be issued a full uniform, but will not become eligible for the up-keep allowance until one (1) year from April 1st of the current year.

## **M. SENIORITY**

For the purpose of this Agreement, seniority shall mean length of service in a field salaried position in a garage or department. Any seniority obtained in an hourly-rated classification shall not apply to any field salaried position covered by this Agreement.

Any permanent field salaried employee who leaves, in good standing, a salaried position covered by this Agreement, may return to their former garage or department with hourly-rated classification and seniority attained at the time of leaving to take a field salaried position.

Seniority attained in a field salaried position shall be recognized if the transferred employee returns to a field salaried position.

Salaried employees will be able to bump employees with lesser seniority in the event the days off are changed, their work location is changed or work assignment is changed by two or more hours.

#### **N. IN THE EVENT OF A LAY-OFF**

1. The system of Department seniority now in effect shall continue during the life of this agreement. In the event of the necessity for layoffs, the youngest in point of service for the particular Department classification of work shall be laid off first.

2. When the necessity for re-employment occurs within the eligibility period, they shall be advised in writing by registered or certified mail directed to the last known address given by them to the Employer, with a copy to the Union, that they may return to work within ten (10) days from the date of the mailing of the letter. Their failure to do so shall terminate their relationship with the Company and they shall lose all seniority.

An employee with five (5) years or more of service will be eligible for recall for a period of one (1) year from date of lay-off and shall be granted continuous Company service.

An employee with less than five (5) years of service will be eligible for recall for a period of one (1) year, and to be eligible for continuous Company service, must be recalled within ninety (90) days from date of lay-off. If recalled after ninety (90) days, the employee shall be reinstated with accumulated service only.

No employee shall receive a reduction in wage rate as a result of this agreement. No one now employed shall be hired back at a lower rate than they now receive in the event of a lay-off and re-hire, unless a specific agreement is reached between the Company and the Union.

3. The Company reserves the right to grant or deny the transfer of an employee from one department to another. When an employee is granted a transfer from one department seniority roster to another, such employee's seniority will be frozen on the roster the employee left as of the date of the transfer to the new roster. The employee making such transfer to a new department roster will be placed on the bottom of such new department seniority roster.

If, because of any circumstances (layoffs, choice, etc.), such employee should return to the original Department seniority roster employee had left, such employee will be placed on the roster as of the date employee had left such roster (frozen seniority).

Employees making such transfers from one Department seniority roster to another will always retain full Company length of service in regard to all fringe benefits.

The employee's ability to do the work of a position into which the employee bumped will be determined pursuant to the next to last paragraph of Section 14P - Vacancies.

#### **O. RETURN TO FORMER POSITION**

1. Field salaried employees who leave their position in good standing may return to the garage or the department with hourly-rated or salary-rated classification and seniority attained at the time of leaving to take the field salary position.

2. Employees desiring to change jobs, or resign, shall give at least fifteen (15) working days notice thereof, so replacement can be obtained.

#### **P. VACANCIES**

1. For the purpose of filling vacancies, seniority is defined as the salaried employee's service in the garage in their classification of work.

2. When a vacancy or vacancies occur, the Company shall post a notice thereof, on the garage or department bulletin board in the garage where the vacancy exists. Said notice shall be posted for a period of four (4) days stating the location involved, the salary level, and the job classification. Interested employees shall submit a written application to their Supervisor or designee within that period.

3. When no acceptable applications are received for vacancies (as decided by Company and Union representatives) by field salary personnel, then consideration shall be given to applications submitted by salaried employees. All applications received from hourly-rated employees shall be reviewed by representatives of the Company and the Union to determine whether the applicant has the fundamental background to qualify and that the position to be filled is so situated as to be environmentally acceptable.

4. The decision of the Company and Union representatives regarding applications received from hourly-rated employees shall be final and not subject to appeal.

5. Successful applicants shall be so notified on the fifth day after posting of the vacancy or vacancies. However, in the event all posted vacancies have not been filled, successful applicants shall be required to remain in their position held at the time of posting for a maximum period of thirty (30) days after the vacancy or vacancies have been posted before assuming their new position. If any remaining vacancies have not been applied for by an eligible employee, the Company shall then hire from the outside for the purpose of filling same.

6. The representatives of the Company and the Union shall determine within thirty (30) days whether the applicant is qualified or not. Ability and merit being sufficient, seniority shall govern the filling of the vacancy. When it is obvious that the applicant cannot qualify, he/she shall return to his/her former classification, and shall have the right to rebid after twelve (12) months.

7. In the event a posted position is not filled and remains vacant for a period of six (6) months, it shall be re-posted.

#### **Q. PICKING PROCEDURES**

Field salaried employees will be allowed to pick two (2) times per year.

#### **R. VACATIONS**

1. The Company agrees to grant one (1) week vacation of forty (40) hours at their regular rate to all Field Salaried employees with one (1) year of service. The Company agrees to grant two (2) weeks vacation of eight (80) hours at their regular rate to all Field Salaried employees with two (2) years of service. The Company agrees to grant three (3) weeks vacation of one hundred twenty (120) hours at their regular rate to all Field

Salaried employees with five (5) years of service. The Company agrees to grant four (4) weeks vacation of one hundred sixty (160) hours at their regular rate to all Field Salaried employees with ten (10) years of service. The Company agrees to grant five (5) weeks vacation of two hundred (200) hours at their regular rate to all Field Salaried employees with twenty (20) years of service. The Company agrees to grant six (6) weeks vacation of two hundred forty (240) hours at their regular rate to all Field Salaried employees with thirty (30) years or more of service.

2. An employee voluntarily transferring to another location will be required to repick any remaining vacation at the new location. This does not apply to employees bidding to follow their work.

3. All garages shall be allowed to cover vacations by vacation relief bids at all general picks.

4. Seniority, as established in SECTION 10A, will be used to bid vacations.

5. In order to be eligible for a vacation, employees must have worked a minimum of 75% of their scheduled work days in the year preceding the vacation period.

#### **S. CLASSIFICATIONS AND SALARIES**

SPECIFICATIONS - VARIOUS SALARIED CLASSIFICATIONS: The existing specifications for each salaried position are made part of this Agreement. Furthermore, it is agreed that should the duties of any classification be changed or any new eligible classification established, the Company shall prepare and furnish the Union copies of the changes or new specifications and shall negotiate with the Union concerning any changes to be made therein.

#### **T. PROGRESSION**

All salaried employees shall progress through all steps in initial classification.

More experienced salaried employees, after qualifying by progression in initial classification, shall be reviewed by representatives of the Company and the Union, and if found satisfactory, shall be permitted to by-pass initial progression step in a higher classification.

Salaried employees hired from outside Company shall move through all progression steps.

Exceptional ability shall be recognized.

## **SECTION 15 -- GENERAL PROVISIONS**

### **A. WORK ASSIGNMENTS**

The Company is understood to have the right to adjust assignments to conform with overtime provisions if, as and when, possible.

### **B. BULLETIN BOARDS**

Bulletin Boards, in suitable places, shall be provided in all departments covered by this agreement for the exclusive use of the Union.

### **C. INJURIES**

An employee injured on the job shall be paid in full for the day.

Employees losing time from work resulting from injury on the job, through no fault of their own, shall be paid at the then effective Worker's Compensation weekly rate for the first week or part thereof, less compensation payments made.

### **D. HOLIDAYS**

(a) Operating Employees - New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, General Election Day in November, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all operators. Operators who have completed six (6) months of service and who work on these days shall receive eight (8) hours pay at straight time rates in addition to the pay for their work under regular contract provisions. Operators ordered in to cover the Board on these holidays will be paid straight time for waiting for assignments. Those who do not work on these days shall be paid at straight time rates for eight (8) hours. Provided that, employees scheduled or requested to work, and failing to do so, without proper excuse, shall receive no compensation for these holidays. An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay.

(b) Non-operating Employees - New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, General Election Day in November, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all non-operating employees. Employees who have completed six (6) months of service and who work on these days shall receive eight (8) hours pay at straight time rates in addition to the pay for their work under regular contract provisions. Those who do not work on these days shall be paid straight time rates for eight (8) hours. Provided that, employees scheduled or requested to work, and failing to do so, without proper excuse, shall receive no compensation for these holidays. An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay. (d) If a Holiday falls on a Saturday, the Friday before will be designated as the Holiday. If the Holiday falls on a Sunday, the following Monday will be designated as the Holiday.

#### **E. OVERTIME RECORDS**

Information concerning overtime and special time worked shall be made available for any employee or Union representative who desires to check such time. All pay time for operators shall be posted daily.

#### **F. ATTENDING HEARINGS**

If employees are attending Court or before the Public Utility Commission or any inquest before the Medical Examiner, or at a hearing or investigation of any kind, resulting from the proper and lawful performance of their duty to the Company, they shall receive the same consideration as to wages and meals that they would be entitled to if engaged in their regular work, but they shall not be entitled to a witness fee in addition. On regular days off, employees shall receive eight (8) hours at time and one-half but they shall not be entitled to a witness fee in addition. Employees on vacation, who are required to attend hearings as described above, shall not receive pay for attending such hearings but shall be given a compensating day or days off and paid eight (8) hours straight time for each such day.

If the Company is not involved in the hearing, and attendance by employees under subpoena is required by other persons or parties, the Company shall compensate such employees for any loss of pay actually sustained, less subpoena fees, and not paid by the



person or party requiring such attendance if the employees so required to attend have filed accident or witness reports promptly after the happening of the incident resulting in such required attendance.

Employees called for Jury Duty shall be paid eight (8) hours pay per day for each day lost from regular work, less their fee for such Jury Duty, provided that they have notified their supervisor or foreman as soon as the Jury Summons has been received.

Employees called on Jury Duty during selected vacation unless able to be excused, may change their vacation pick providing they can take all their vacation in the current calendar year.

Where operators or maintenance employees who are required to possess a CDL receive a summons charging them with a violation of the Motor Vehicle Law (Title 39, Revised Statutes, in New Jersey, or the similar law of any other State), arising out of their performance of the regular duties of their employment, the Company, on request, may furnish legal counsel as heretofore.

If the Company declines to furnish such legal counsel, the operator or maintenance employee may select counsel of their own choice, and if the operator is found not guilty, the Company will contribute \$300.00 toward the legal expense.

#### **G. PHYSICAL EXAMINATION**

The Company shall have the right to require of employees that they shall submit to a physical examination at any time at the expense of the Company. The Company must pay for time lost from work, except when physical examination is necessary for the procurement of the State For-Hire License.

#### **H. BOND**

Should the Company require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Company after the employee has reached five (5) years of service.

#### **I. FREE TRANSPORTATION**

All operators, shopmen, garage employees, and salary employees, including pensioners, will be furnished free transportation. Free transportation will also be

furnished pensioner's spouses and pensioner's surviving spouses until surviving spouses re-marry, on all service provided by NJ TRANSIT Bus Operations Inc.

Active employees will also be allowed free transportation on race track service under reasonable conditions as well as services provided by NJ Transit Rail Operations, Inc.

## **J. SAFETY AND HEALTH**

All reasonable and legal provisions will be made for the safety, health and comfort of the employees during the hours of their employment. The employee shall, while on duty, use care in protecting themselves and their fellow-workers from injury, sickness and disease.

The Company shall procure for all hourly-rated employees, salaried employees, and their Union representatives, \$100,000 felonious act insurance coverage for Accidental Death and Dismemberment and Permanent and Total Disability.

The Company will reimburse any employee who sustains a loss of personal property, including cash not to exceed \$25.00, while on Company business for the reasonable value of such property, where the loss is occasioned by an unlawful act of a third party, provided loss is reported to police.

Proof of loss, proof of unlawful act, and proof of proper precaution must be established in a manner satisfactory to the Company.

## **K. BENEFITS**

### **1. Pension Plan**

(a) The employees will be covered by a Pension Plan, the terms of which are incorporated in a separate document entitled "Pension Plan for NJ Transit Bus Operations, Inc. Transport Workers Union of America and United Transportation Union Employees." ("The Plan")

(b) As of August 1, 1991, employees that retire with a combination of age and years of service totaling 80 will be entitled to a full pension. The Company may, at its option, require 90 days notice of intention to retire under this provision.

(c) The Plan shall provide, or be amended, subject to applicable law and approval in accordance with the terms and conditions set forth in the Plan, to provide the following:

**A. Pension Benefits:** Except as provided below, for all employees retiring on or after August 1, 2000, 2.00% will be used to calculate pension. This pension multiplier will increase from 2.00% to 2.125% for employees retiring on or after October 1, 2007. In addition, the following adjustments shall be made concerning pension benefits:

i. For those retirees that have a retirement date that is prior to June 30, 2007, an increase of 5.00 % to their monthly pension benefit beginning October 1, 2007.

ii. For those current employees with a retirement date effective between June 30, 2007 and September 28, 2007, an increase of 7.50 % over the monthly pension benefit that they would have received but for this Agreement . Provided that no person retiring shall be entitled to both the 7.50 % and the 2.125 %.

**B. Pre-Retirement Survivorship:** The penalty for selecting the pre retirement survivorship option shall be eliminated for all active employees.

**C. Disability Pension:** Effective June 30, 2007, the minimum disability provision shall be increased to \$575.00 for ten (10) years of service, \$ 625.00 for fifteen (15) years of service, and \$650.00 for twenty (20) years of service.

**D. Plan Funding:** The funding of the pension plan shall be based on a new 30 year amortization. The Company shall contribute monthly, 1/12 of the annual cost as determined by the plan actuary.

**E. Husband and Wife Pension:** Employees under age 55 who are retiring under the Rule of 85 or Rule of 80, or on disability pension, will be allowed to choose a "Husband and Wife" pension. Effective March 8, 1989, if an employee retires having elected the "Husband and Wife"

pension, and the employee's spouse, thereafter, predeceases the employee, the pension shall be increased to what it would have been had the "Husband and Wife" Pension not been elected.

**F. Survivorship Option:** The spouse of an active employee, which active employee has passed away and met the Rule of 80 but is less than age 55 at the time of death, will be afforded survivorship option. Effective January 1, 2005, the spouse of an employee with twenty (20) or more years of service that dies while still an active employee, regardless of the employee's age at the time of such death, will be afforded the survivorship option.

**G. Employee Contribution:** Effective March 15, 2007, all full-time employees as of June 30, 2007, shall contribute 2.00% of gross weekly wages to the Company to offset the cost of the Company's payments with respect to the Plan. In addition, effective June 30, 2007, any full-time employee hired after June 30, 2007, or any employee moving from part-time to full-time after June 30, 2007 (collectively referred to as "new hires") shall contribute 4.00% of gross weekly wages to the Company to offset the cost of the Company's payments with respect to the Plan.

**2. Tax Deferred Savings Program:** The Company provides a tax deferred savings program for all employees.

**3. Welfare Plan:**

Employees shall be entitled to all sick benefits and insurance as provided under this article and as further specified in a separate publication entitled "The Welfare Plan of NJ TRANSIT Bus Operations Inc. for Union Employees" as revised from time to time. During the period of the Agreement, the Company shall not suspend its Welfare Plan, embracing insurance, sick benefits, death benefits, or diminish any of the benefits provided under said Plan, and the Union shall not request any changes in said Plan. However, the Company will discuss the Welfare Plan with the Union at its request.

**4. Sick Benefits:**

All employees are entitled to sick benefits after three (3) working days waiting period, except that if the period of disability continues beyond the first seven (7) days and if benefits shall be payable for all the three (3) following consecutive weeks, then benefits also shall be payable with respect to the unpaid portion of the first seven days and also with respect to any portion of the first seven days in which paid sick days were applied. Sick leave benefits shall be paid at the rate of \$510.00 per week. Effective August 8, 2009 sick leave benefits shall be paid at a rate of \$546.00 per week. However, no employee shall receive sick benefits in excess of their standard weekly rate (hourly rate x 40 hours). This provision shall also apply to the Field Salaried employees entering the unit after March 8, 1989.

**5. Medical Coverage:**

(a) The Company will continue to offer, and pay 85% of the premium for the Blue Select, Traditional Hospitalization, Medical-Surgical, Rider J, Major Medical and the HMO Blue Plans for employees' single, sole parent and children, husband and wife, and family contracts for all employees on the first day of the month after ninety (90) days of employment who authorize payroll deductions for that purpose.

(b) If there are two employees who can be covered under the same family plan, only one coverage will be available.

(c) The Company agrees to continue the Hospitalization, Medical-Surgical and Rider "J" Plans for the pensioner's surviving spouse and pensioner's dependent children until the spouse re-marries, or dies, with the Company paying 85% of the premium. The Company will contribute to other HMO Plans, which may be offered, but this contribution will not exceed the 85% of the premiums for Prevailing Fee and Major Medical for active employees after ninety (90) days of employment and for those on pension, until the end of the month in which the employee or pensioner attains age 65, who authorizes payroll deductions for that purpose.

(d) Spouses and dependents of employees who die after attainment of age 55 or 20 years of service shall be covered under the health and welfare program to the same extent as if the employee had retired prior to their death.

(e) The Company will continue to pay its 85% of Medical/Hospitalization premiums during an employee's two (2) weeks of active military leave of absence.

(f) Major Medical shall be \$200.00 deductible for individual and \$400.00 for family based on contract year.

(g) All Hospitalization, Medical-Surgical and Major Medical Plans shall include a coordination of benefits provision.

(h) The Company has the right to change insurance carriers, provided such change will result in equal or better than coverage.

(i) Include the following Cost Containment Provisions along with Standard Provisions, shall be included attendant with said Programs in the Health Insurance Plan:

- a. Pre-admission certification
- b. Mandatory Second Opinion
- c. Mandatory Ambulatory Surgery
- d. No weekend admission
- e. Hospice Care
- f. Post-Operative Home Care Nursing

Prior to implementation of Cost Containment Provisions, the Company will provide jointly with The Health Insurance Carrier an Education Program pertaining to utilization.

(j) All premiums for health coverage paid by employees shall be with pre-tax dollars unless the employee elects to have them paid with post-tax dollars. The Company provides a flexible spending account to which employees may

contribute pre-tax dollars for health care (maximum contribution \$1,000.00) and dependent care (maximum contribution \$5,000.00).

(k) Catastrophe coverage will be unlimited.

**6. Life Insurance:**

Group insurance coverage up to \$7,000.00, as provided for in the Welfare Plan, shall continue to be available for the life of this Agreement. In addition, effective August 1, 1999 a \$20,000.00 term life insurance policy shall be provided to all active employees who have completed one (1) year of service. Such insurance shall terminate upon termination of active employment.

**7. Dental Plan:**

Dental Plan for active employees with at least 90 days of service as follows:  
\$1,500.00 maximum per person

UCR Group 1 - 100%

Group 2 - 80%

Group 3 - 50%

Group 4 - 50% up to \$1,000.00

Company contribution is set at 80%; employee contribution is set at 20%. It is understood that this plan will apply to employees retiring after July 1, 1981, until such retirees reach the age of 65. All increases in dental insurance premiums after May 1, 1987, shall be paid 85% by the Company and 15% by the employees.

**8. Eye Care Plan:**

Company will provide active employees with at least 90 days of service the "State of New Jersey Family Eye Care Plan."

**9. Drug Prescription Plan:**

Company will provide active employees with at least 90 days of service a Drug Prescription Plan (including contraceptives and mandatory mail order drug programs) for family. Company to pay full premium for a \$5.00 co-pay plan. The drug prescription plan shall not cover cosmetic drugs. All employees retiring after

July 1, 1990 shall be entitled to continuation of the Drug Prescription Plan after age 65. The cost of this additional coverage shall be borne entirely by active employees and those retired employees entitled to the extended coverage. There will be no Company contribution towards this coverage.

**10. Layoff Allowance:**

Permanent employees who have completed five (5) or more years of continuous service and who are laid off because no further work can be found for them in the Company shall be given an allowance of \$80.00 for each year of service.

**11. Direct Deposit**

The Company will offer direct deposit of pay for all full time employees who have completed their probationary period.

**12. Payroll Deductions:**

Except as otherwise provided bylaw, payroll deductions will be made weekly in an even manner. Dues will be remitted to the Union per current practice.

**L. LEAVES OF ABSENCE**

1. The Company agrees that all officers or Committee Members of the Union shall have preference over all other employees in getting leave of absence when doing business for the Union. Members of the Union elected or appointed to any office in the Union which requires their absence from work shall, upon retirement from such office, be reinstated to their former position with their cumulative seniority rights in the Company's service.

2. The pensions of employees who are Union Officers shall be determined by the same calculation used for other employees, except that the earnings factor in such calculation shall be based on the amounts such Union Officers would have earned on a sixty-hour work week basis had they been employed during the best three (3) years of the last ten (10) years preceding retirement at the job classification they left upon becoming Union Officers. In computation of pensions for employees who are occasionally engaged in work for the local union in matters related to the agreement with the Company, credit shall be given for the time spent to a maximum of eight (8) hours. The Secretary-



Treasurer of the local union shall give notice to the Company on a monthly basis, stating days lost as well as reasons for such lost time. Such time shall be recorded after being mutually agreed to by the Company and the Union. In computation of pensions of employees who are occasionally engaged in labor negotiations and other Union work involving the Company, credit shall be given for time so spent if required to produce a pension equal to but not in excess of a pension computed for a full-time Union official in a like employment classification. Such time shall be recorded monthly after being mutually agreed to by Union and the Company.

3. Employees suspended from employment after February 1, 1985 because of revocation of their driver's licenses shall be granted a leave of absence for a period of not more than seven (7) months. While on leave of absence, the suspended employee shall not bid on any open jobs. Employees will return to their prior location after leave of absence. The Company may use a part-time employee to cover the leave period and the part-time hours involved shall not count against the percentage limitations upon the use of part-time employees.

4. **Death in Family Leave:** When a death occurs in an employee's immediate family (spouse, domestic partner, civil union partner, child, mother, father, brother, sister), and if employees attend the funeral, such employees shall be allowed off the day of the funeral and the two days prior thereto with eight (8) hours pay for each day. Employees of the Jewish faith, upon request, shall be allowed two (2) days off following the funeral in lieu of two (2) days prior thereto. Employees will be allowed off on the day of the funeral if they attend the funeral of the employee's grandparent, grandchild, mother-in-law or father-in-law. Employees who are not working due to a suspension, disability or vacation shall not be eligible for the allowance on day or days so involved. The allowance shall not be paid for the day or the days falling on a paid holiday or on regular day or days off.

5. **Maternity Leave:** Maternity leave may be extended until the employee's doctor certifies that the employee is able to return to work, provided, however, that examination and concurrence by a Company designated doctor may be required and further provided, this provision is not in conflict with any State or Federal Laws.

### **M. DISABILITY**

When an employee with ten (10) or more years of service, because of disability, except when his disability arises out of and in the course of an employment other than NJ TRANSIT Bus Operations, Inc. are unable to continue working at their regular assignment, but are approved for other work, the Company will carry them for their current period of sick benefits until such time as work may be found for them, in a job paying not less than \$250.00 per week in their local depot or garage. Should employees' sick benefits run out prior to the location of said work, they will be given Temporary Disability Allowance (T.D.A.). The TDA benefit is determined using the same basis for calculation as provided under the provisions of a Permanent Disability Pension as stated in the TWU Retirement Plan. While on TDA, the employees must bid on available posted jobs until such work can be found; however, he or she may also be assigned a job by the Company. The employees' company seniority will continue while on TDA except for pension purposes where seniority will only accrue for one year from the disability. While receiving benefits the employee is subject to periodic re-examination by the Company Doctor.

### **N. SICK DAYS**

1. Employees are entitled to two paid sick days each calendar year. Effective June 6, 2003, employees shall be entitled to an additional two sick days per calendar year, for a total of four paid sick days per calendar year. An employee must be employed for at least six (6) months before being entitled to utilize any sick days. A doctor's verification of the illness shall be required when a sick day is used: (i) on an employee's last scheduled working day prior to a holiday, (ii) on a holiday on which the employee is scheduled to work, (iii) on the first scheduled working day after a holiday, or (iv) as a working day for day off overtime consideration. Thus, if an employee fails to provide a doctor's verification in any of the circumstances provided above, the employee shall not be entitled to the paid sick day.

2. The following are also applicable to sick days provided pursuant to this Section:

- 1) Paid sick days will be full days. (No partial sick days)
- 2) The paid sick days will be applied to the first four days an employee is sick, except for field salaried employees and clerical employees who are not receiving the same sick benefits as hourly employees because they were hired or entered their bargaining unit prior to January 12, 1989. For these employees the four paid sick days will be added to their existing present allotment of sick days, and will not be considered used unless they exceed their present allotment.
- 3) Employees will be reimbursed for any of the four unused paid sick days during the calendar year, during the month of January of the following year.

### O. PART-TIME OPERATORS

(a) Notwithstanding any other provision of the collective bargaining agreement, the Company may employ part-time operators. The use of such part-time operators is subject to the restrictions and limitations imposed by this section. Part-time operators will only receive pay and benefits specifically provided for in this section.

(b) The introduction of part-time operators is not intended to, and shall not affect adversely the continued employment of full-time operators by taking work away from full-time operators and transferring it to part-time operators. To accomplish this objective, no part-time operator shall work at a time when a full-time operator is on economic layoff (not employed by NJT Bus) and willing to work.

(c) No part-time operator shall work more than 30 hours in any work week, except where unavoidably delayed on assignments which have been picked, or by weather or breakdown on the last day worked. The 30 hour limitation applies only to driving hours.

- (1) In calculating "actual driving time" for purposes of this 30-hour rule, the parties agree that the following payroll codes shall count toward same:

P00: Scheduled Platform Time

P02: Scheduled Distance Relief

P14: Non-Scheduled Platform Time

P28: Delay Time (except on the last day of the work week)

P42: Shifting

P50: Other Special Service Time (includes both Travel Time and Break in Time when operator is at the controls)

(2) In calculating "actual driving time" for purposes of this 30-hour rule, the parties agree that the following payroll codes shall NOT count toward same:

P04: Travel Time (operator not at controls)

P26: Non Scheduled Non Driving Time (misc. non-driving)

P54: Break in Time Old Operator (operator not at controls)

P58: Education Time (in-class education)

P62: Court Voucher (courtroom appearance)

P66: Random Drug & Alcohol Testing

P76: Claim Voucher (report and turn-in, accident reporting, claim paperwork)

P80: Emergency Work

P86: Instruction Time (payroll code only for differential to driver for time spent instructing other drivers while being paid under other driving code)

P88: Break in Time New Operator (operator not at controls)

P99: ADA TIP Training (in-class education)

With respect to P54 (Break in Time Experienced Operator) and P88 (Break-in Time New Operator), any time spent at the controls of the vehicle by the part-time operator being broken in shall be deemed "actual driving time" and shall be counted toward the 30-hour calculation. The current practice of driving taxi busses shall remain as per current practice, however, if a part-time operator is at the wheel, any such driving time shall be recorded as P50, which will count as driving hours.

(3) The Company shall distribute to each business agent weekly copies of the 41C report for review.

(d) Part-time operators may work up to 10% of the scheduled platform hours per week. The determination of the amount of scheduled platform hours available to be worked by Part-time Operators will be based upon the total number of scheduled platform hours at the time of the General Pick.

(e) If the Company adds unscheduled extra pieces after the General Pick, no more than 20% of the platform hours of such pieces shall be assigned to part-time employees.

(f) Part-time operators may work all charters, subject only to the provisions of paragraph "c" above, and provided that there are no full-time operators in the garage who are assigned or who volunteer to work same.

(g) Part-time operators may be assigned to emergency work, subject only to the provisions of paragraph "c" above and not subject to any daily limitations. An emergency is defined as any work which results from factors which could not have been anticipated.

(h) Part-time operators will be paid consistent with the tables reflected in APPENDIX D for part time operators. For purposes of calculating advancement in progression, 173.3 hours shall constitute a month's work.

(i) The probationary period for part-time operators shall be 520 hours.

(j) Part-time operators shall be entitled to, and covered by, the contract provisions of Union membership and check off on a non-discriminatory basis, and the grievance procedure after completion of the probationary period. In calculating the 72-hour notice period for discipline for part-timers, the days a part-timer does not work will not be included in the computation of the 72 hours.

(k) Part-time operators will not accrue seniority except within the unit of part-time operators at the garage where employed. This seniority will apply only when reducing part-time forces in that garage.

(l) Retired bus operators will be given consideration in the hiring of part-time operators. All of the provisions of this section will be applicable to retired operators hired as part-time operators, including 100% of the full time operator's rate, as shown in Appendix D.

(m) Part-time operators will be furnished free transportation service on all regular route operations of NJ TRANSIT Bus Operations Inc.

(n) Part-time operators will be supplied an initial uniform and shall receive a uniform allowance after the completion of 2,080 hours.

(o) The Company's right to use part-time operators shall terminate if repeated proven violations of the limitations contained in this section occur and continue to occur following written notice of the nature and approximate dates of such violations delivered to the General Manager of the Company by the Union. If a bona fide dispute arises concerning the occurrence of such violations alleged to have been repeated, the matter may be submitted directly to arbitration at the request of either party pursuant to the applicable terms of this agreement.

(p) Provide that part-time Operators are entitled to delay time at straight time rate.

(q) Travel time, as provided in Section 4-C, will be applicable to part-time operators.

(r) Effective July 1, 2003, Part-time Operators will be entitled to a quarterly bonus based on days worked, using the following schedule:

- Those working 65 or more days per quarter will receive \$300.00.
- Those working 39-64 days per quarter will receive \$200.00.

Part-time employees hired after June 6, 2003 shall be expected to work 20 days per quarter to remain an employee in good standing. Repetitive occurrences of working less than 20 days per quarter may result in disciplinary action, up to and including discharge. For purposes of this paragraph, a quarter will be January-March, April-June, July-September, and October-December. Bonus checks will be paid within 30 days of the close of the quarter, beginning with the July 1, 2003 to September 30, 2003 quarter.

(s) All part-time operators shall be expected to report five (5) minutes before pull-out time of each assignment for which they shall be paid five (5) minutes pay at straight time for each assignment.

(t) Part-time operators on full service lines, who turn-in to a receiver, will be paid ten (10) minutes pay at straight time for turn-in time for each day in which they perform

platform work. However, part-time operators on exact fare lines who are not required to turn in to a receiver will not be paid turn-in time.

(u) Effective June 30, 2007, part-time operators shall be entitled to pay at straight time of twenty (20) minutes for accident or witness reports. All statements to Claims Department investigators shall also be paid actual time, with a minimum of fifteen (15) minutes up to a maximum of sixty (60) minutes.

(v) Effective June 30, 2007, part-time operators promoted to full-time status following the date of ratification of the Agreement shall have all hours worked as a part-time operator considered against the six-month waiting period for holiday pay as follows:

- (1) A part-time operator who has 1,040 hours or more shall have no waiting period for holidays upon becoming a full-time operator;
- (2) A part-time operator who has less than 1,040 hours upon becoming a full-time operator shall have their waiting time for holidays calculated by dividing their total accumulated hours by 173 to determine the number of months of waiting time before being eligible for holidays. The final number will be rounded to the closest month and subtracted from 6 to determine the number of months of waiting time.

(w) Part-time operators who have completed 1,040 hours or more of work and who work on a holiday, shall be paid four hours holiday pay, provided that part-time operators scheduled or requested to work and failing to do so without proper excuse, shall receive no compensation for these holidays. A part-time operator, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay pursuant to this provision.

(x) In addition to the foregoing, part-time operators shall also be entitled to the following benefits:

- Credit Union Deduction, as provided in Section 1G
- Shortages, as provided in Section 1H
- Name Plates, as provided in Section 4L
- Package Express, as provided in Section 4M

- Breaking In Time, as provided in Section 7C
- Expenses, as provided in Section 7E
- Injuries, as provided in Section 15C
- Wages for time spent attending a hearing or investigation of any kind, as provided in the first sentence of the first paragraph of Section 15F
- Legal counsel for motor vehicle summonses, as provided in paragraphs 5 and 6 of Section 15F
- Physical Examination, as provided in Section 15G
- Bond, as provided in Section 15H
- Safety and Health, as provided in Section 15J
- Tax Deferred Savings Program, as provided by Section 15K-2
- Direct Deposit, as provided in Section 15K-11
- Payroll Deductions, as provided in Section 15K-12
- Leave of Absence, as provided in Section 15L-1 and 15L-3 (not 15L-2)
- All benefits that have been applied to part-time operators by virtue of any side agreements between the parties shall continue to be applicable to part-time operators, unless this agreement expressly provides otherwise.

(y) Notwithstanding any other section or provision of the Agreement, part-time operators are not entitled to any of the benefits set forth in Section 15-K (Benefits) of this Agreement or in any other section of the agreement, which are solely intended for and are applicable only to full-time employees and no others. As such, part-time operators are not entitled to any of the following benefits: paid vacation days, disability pay, sick days, insurance, pensions, medical/dental/mental/vision insurance and benefits, or any other pay, benefits, entitlements, or allowances that are not expressly and clearly set forth in



Section 15-O (Part-time Operators). No arbitrator interpreting this Agreement shall have any jurisdiction or authority whatsoever to provide any part-time operator with any benefit or entitlement that is not expressly set forth in Section 15-O (Part-time Operators). The Union reserves the right to negotiate additional benefits following expiration of this Agreement.

(z) New Jersey Transit Bus Operations will pay in calendar year 2007 retroactive Report, Turn-in and Accident Report Time to those part-time employees entitled to such payments but only as per the terms and conditions of similar payments as made to ATU State Council part-time employees for retroactive part-time Report, Turn-in and Accident report time (as per arbitration Award Cases No. NJSBM 02-0254 and 02-0411).

(aa) Effective June 30, 2007 all Trippers operated by part-time operators will pay a minimum of two hours plus travel time, if travel time is applicable.

(bb) Effective June 30, 2007 all Trippers operated by part-time operators will pay a minimum of Five (5) hours but only where a part-time operator works on the same calendar day a tripper in the AM (starting prior to noon) and a second tripper in the PM (starting after noon).

#### **P. NEW WORK**

The Company shall meet with the Local Representatives concerning the establishment of new work under consideration or new work to be bid upon. In the event the Company contemplates bidding on new work, the Company shall provide the Union with copies of the information which was submitted to all interested bidders. This information will be supplied to the Union as soon as possible after the Company receives same. In the event the Company and the Union are able to agree upon a proposal for the bidding of new work, said Agreement will be incorporated into the main agreement as a supplement thereto.

#### **Q. DURATION AND ISSUANCE OF CONTRACT**

This Agreement is effective as of August 1, 2009, and shall remain in force through July 31, 2012, and yearly thereafter. Either party desiring changes shall, at least sixty (60) days prior to the 31st day of July, 2012 or in any year thereafter, notify the other of its desire for such change or changes to be made for the succeeding year, specifying such change or changes. In light of the current grave, serious and uncertain

economic conditions prevailing in the State of New Jersey, either party may from January 1, 2011 to June 30, 2011, request in a writing served upon the other party by registered mail, to reopen negotiations only for economic conditions (wages and other economic conditions). Reopening negotiations shall only be permitted to cover the time period from August 1, 2010 through July 31, 2012. In addition, the Company shall provide a contract booklet to all employees.

#### **R. COOPERATION**

All employees who are subject to the terms of this Agreement will, during the aforesaid period, devote their best endeavors to the performance of their respective duties in the service of the Company and will cooperate in every practicable manner with the Management in the efficient operation of the system; in fostering cordial relations between the Company and the public; in opposing unfair competition with the business of the Company; and, in protecting and preserving the Company's revenues and property.

#### **S. IMPROVEMENTS / ALTERATIONS**

The Parties have agreed that, as part of the upcoming planned 2007 improvements at Fairview Garage, the Union shall be consulted in connection with: A. replacing furniture in the Operators' Day Room; B. possible creation of a Quiet Room; C. possible creation of a Union office; D. possible improvements to the bathroom facilities; E. improvement of bulletin board; F. Addition of a bike rack.

#### **T. TRAINING ON MCI BUSES**

New Jersey Transit Bus Operations hereby agrees that it will provide Fairview Garage Operators with training by June 30, 2008 on MCI bus equipment which may be used in the future on Fairview Garage bus lines.

#### **U. CONTINUED DISCUSSIONS**

New Jersey Transit Bus Operations and the Union will continue discussions on implementing a program for Maintenance Part-time employees limited to Maintenance employees who retired from Fairview Garage.

New Jersey Transit Bus Operations and the Union will continue to discuss the proposal to have full-time bus operators trained and then work as Starters or in clerical duties to cover guarantee time.

#### **V. ELIMINATION OF PAYMENT BY CHECK**

Effective January 1, 2008 all employees at Fairview Garage will no longer be paid by check and will be given a choice to be paid by way of Direct Deposit or by way of a bank-issued Payroll Card (also known as "Omnibus" card or debit card). This program will be in place as a pilot program for 12 months. At the conclusion of the pilot period, New Jersey Transit Bus Operations and the Union will meet to discuss whether the program should be kept, altered or terminated.

#### **W. VACATED VACATION WEEKS**

The Company and the Union understand that from time to time, an employee stops working at Fairview Garage for a variety of reasons and his/her unused picked vacation week(s) are abandoned and not used by any other person. In order to allow other interested employees to use such abandoned vacation weeks, the Company and the Union agree as follows:

A. Only for the periods between Memorial Day and Labor Day, inclusive; the week of Thanksgiving Day; the week of Christmas; and the week of New Year's Day, the Company will post any vacation weeks that have been abandoned due to:

- (1) Death;
- (2) Voluntary departure of an employee;
- (3) Involuntary departure of an employee, but only as related to discharges and only when remedies for reversal of the discharge have been exhausted in the grievance process resulting in the discharge being

final . (But not due to any other involuntary departure such as discharge that is not final, suspension, sickness, injury, etc.).

B. Upon the posting of abandoned vacation weeks, any employee who has not used his/her vacation allotment will be able to pick, using seniority, any of the newly posted abandoned vacation weeks. Provided that: The previously existing picked vacation of any person who obtains abandoned vacation weeks will not go up for a pick by any employee.

C. Abandoned vacation weeks will only be posted when the abandonment is requested by the union at least seven calendar days before the start of the vacation period in question. The posting will then be up on the board for two business days before a final selection is made.

## SECTION 16 -- ATTENDANCE POLICY AND PROCEDURES FOR ALL EMPLOYEES

### SECTION I. EMPLOYEES' OBLIGATION FOR PROPER ATTENDANCE

Regular, on-time and reliable employee attendance is crucial to the effective operation of New Jersey Transit's bus transportation system. Without reliable, on-time attendance by employees, dependable service to the public cannot be provided. To that end, this Attendance Policy and Procedures is hereby established to ensure that all employees know what is expected of them in the enforcement of an effective attendance system so that employees attend work as required. It is the responsibility of all employees to make themselves aware of this policy and be available for regular assignments, arrive on time and complete all their work assignments.

This policy is an administrative, attendance system designed to address attendance at work; payroll issues are not covered by this policy and will be covered by labor agreements between the Union and NJ Transit. The grievance process outlined in the labor agreement will remain in place. Nothing in this attendance policy will change the existing practice of ordering employees to work.

(Effective January 1, 2009) This Attendance Policy is a No-Fault attendance policy. This Attendance Policy is designed to provide employees each calendar year with an initial number of Attendance Occurrences that they may use on a no-fault basis and incur without receiving attendance discipline. In addition, the Attendance Policy also provides a set of "Exceptions" to be used to avoid or reduce Attendance Occurrences in certain situations. As such, notwithstanding any other section or provision of the Agreement, it is reemphasized, understood and agreed that there are no "excused absences" in this Attendance Policy and that the only Exceptions to the Attendance Policy are only those expressly set forth in the Attendance Policy. No arbitrator interpreting this Policy shall thus have any jurisdiction to interpret this Policy in a way that alters these Exceptions or adds new Exceptions. However, an Arbitrator may determine whether a particular Occurrence that was charged to an employee should have been subject to one of the Exceptions that are expressly set forth in this Policy.

## **SECTION II. DEFINITIONS**

1. **Occurrence** – An "Occurrence" is any attendance infraction as described within this Attendance Policy. An Occurrence may take place in any part of a shift. It is possible to incur more than one "Occurrence" in a single workday.
2. **AWOL** – "Absence Without Official Leave"– An Occurrence of a failure to notify by phone or appear in person within four (4) hours after the employee's scheduled reporting time. An employee recorded as "AWOL" will be subject to discipline as outlined in the Transportation Employees Service Guide.
3. **Sick Turn In** – A "Sick Turn In" means an Occurrence of a failure to be present at work for an employee's entire day of work due to the employee's own sickness, own illness, own injury or own medical appointment. To obtain any "Sick Turn In", the employee must notify the office prior to their scheduled start time.

For bus and light rail operators, a Sick Turn In notification must be given 60 minutes before their scheduled pull out time.

4. **Unavailable** – An Occurrence of a failure to be present at work on an employee's entire day of work due to personal reasons. To obtain an "Unavailable", the employee must notify the office in person or by telephone before their scheduled start time.

For bus and light rail operators, an Unavailable notification must be given 60 minutes before their scheduled pull out time.

5. **Late Arrival (Transportation, Maintenance and Field Salary)** – An Occurrence of an employees' failure to arrive on time at the beginning of the shift and/or return to work from a lunch break in accordance with the selected work schedule. The following will apply for purposes of defining what constitutes a "Late Arrival":

(A.) Maintenance; Field Salary: A "Late Arrival" will be assessed upon an employee's failure to report to work at the scheduled beginning of the employee's assigned shift or, returning late from a lunch break.

(Effective January 1, 2009)

(B.) Transportation – "Operator's Late Arrival" – For Bus and Light Rail Operators Who Provide Notice of Inability to Work at Least 60 Minutes Before the Operator's Scheduled Report Time and Are Assigned Another Assignment Paying Less Than Eight Hours.

1. (i) An Occurrence of "Operator Late Arrival" will be allowed only in situations where an operator provides notice at least 60 minutes before the operator's scheduled report time. (ii) The given notice must be of the operator's inability to start and work that assignment and of the operator's ability to work some "Other Assignment" in the same calendar day. (iii) If the Operator is granted an "Other Assignment"

which is identified at the time assigned as paying less than eight hours and actually works the "Other Assignment", the operator will be assessed one Occurrence for Operator Late Arrival ("OLA") regardless of the total number of hours worked by the Operator during his/her entire shift. (iv) If the operator is not granted an OLA and, as a result does not work on that calendar day, the operator will be assessed an Unavailable. (v) The term "Other Assignment" is defined as any other piece of work the operator is offered to and actually works in the same calendar day that pays less than eight (8) hours. Decisions on OLA's will be based on the needs of the garage to efficiently handle the work.

Where the Operator complies with ¶5(B)(1) above and is given the "Other Assignment" but then one of the following scenarios occur, the following procedure will be followed:

*Scenario A:* With respect to the "Other Assignment", If the operator can't work that "Other Assignment" as well but provides at least 60 minutes notice of his/her inability to work that "Other Assignment" and, as a result, does not work at all during that calendar day, the Operator Late Arrival (OLA) assessed for the initial work assignment will be reclassified to an "Unavailable" or "Sick Turn In", for the entire day's absence.

*Scenario B:* With respect to the "Other Assignment", if the operator can't work that "Other Assignment" as well but provides at least 60 minutes notice of his/her inability to work the "Other Assignment" but then works yet another assignment in the same day, the operator will be assessed one "Operator Late Arrival" (OLA) for the calendar day.

*Scenario C:* With respect to the "Other Assignment", if the operator can't work that "Other Assignment" as well but fails to provide at least 60 minutes notice, or fails for any reason to report to the depot office or the designated location within 5 minutes before their scheduled report

time for the “Other Assignment”, the operator will be assessed a Miss for that “Other Assignment” and the prior Operator Late Arrival (OLA) will be erased.

2. If the Operator is granted an OLA for an assignment that is scheduled to pay less than eight (8) hours, the fact that the Operator may ultimately be paid for eight (8) or more hours for the total shift shall not entitle the Operator to the ORFOR Exception, as the determination as to whether an assignment qualifies for an ORFOR (as opposed to an OLA) is made on the basis of the assigned “Other Assignment” at the time of assignment and not on the basis of the total number of hours actually worked or paid to the Operator during such a shift.
3. Notwithstanding subsection 5(B)(2) above, where supervision requests an Operator to work additional pieces of work, and the cumulative number of hours assigned totals an amount that pays at least eight (8) hours, an ORFOR Exception will be granted.
6. **Leave Early** – An employee’s failure to complete all of their assigned work shift or schedule.
7. **Sick Leave Early** – An employee’s failure to complete all of their assigned work shift or schedule due to an unexpected personal sickness.
8. **Miss** – Bus and Light Rail Operators will be assessed a “Miss” Occurrence where such employees fail for any reason to report to the Depot Office or the designated location within five (5) minutes before their scheduled report time or, fail to provide 60 minutes notice of a Sick Turn in or Unavailable.



## SECTION III. ATTENDANCE SYSTEM

### A. GENERAL PROCEDURES

1. This Attendance System will be based on a Calendar Year, from January 1st through December 31st of each year.
2. Each of the defined absences in §II above constitutes an "Occurrence".
3. Each "Miss" will be assessed as one occurrence for the first three. Any subsequent "Miss" will be assessed as two Occurrences each.
4. In the event that an employee obtains the 20th Occurrence in a calendar year, such an employee will be discharged.
5. Each January 1st an employee's record of Occurrences will be reset to zero; the disciplinary progression outlined in Section III.A(6) below will begin from zero occurrences unless the employee is on Attendance Watch.
6. The following disciplinary progression will be assessed for cumulative Occurrences during a calendar year:

6th Occurrence	Counsel (Effective January 1, 2009)
8th Occurrence	Warning
10th Occurrence	1-day Suspension (Administrative)
13th Occurrence	3-day Suspension
16th Occurrence	5-day Suspension
19th Occurrence	10-day Suspension with final warning
20th Occurrence	Discharge

**When an employee is assessed discipline based on accumulated Occurrences as indicated above, the discipline will be imposed immediately.**

(Effective January 1, 2009)

**B. PROCEDURES FOR ATTENDANCE-RELATED GRIEVANCES**

1. (a) Attendance-related grievances can be filed only after a First Step has issued an attendance discipline for a Warning at the 8th Occurrence; or, a 1-day suspension at the 10th Occurrence; or, a 3-day suspension at the 13th Occurrence; or a 5-day suspension at the 16th Occurrence; or, a 10-day suspension at the 19th Occurrence; or, for a discharge at the 20th Occurrence.

(b) An attendance grievance shall be waived if not filed as provided for under Section 1C and 1D (Grievance Procedure) of the Labor Agreement after the discipline was issued at the First Step.

*For example, if a First Step has issued a Warning at the 8th occurrence, the failure to grieve to the Second Step and beyond any one of the eight (8) Occurrences pursuant to the provisions of Section 1C and 1D of the Labor Agreement shall constitute a waiver to challenge at a later date any of those Occurrences which were not so grieved.*

2. Any Occurrences for one level of attendance discipline that are challenged in a grievance to the Second Step and beyond; or any Occurrences that could have been challenged but were not taken to the Second Step and beyond, cannot subsequently be challenged again in another grievance involving other Occurrences for another level of attendance discipline. Therefore, the following shall apply:

- After the First Step for a Warning, any Occurrence from #1 through #8 may be challenged and grieved as provided under Section 1C and 1D of the Labor Agreement.

- After the First Step for a 1-day suspension, only Occurrences #9 and #10 may be challenged and grieved as provided under Section 1C and 1D of the Labor Agreement.
  - After the First Step for a 3-day suspension, only Occurrences #11, #12 and #13 may be challenged and grieved as provided under Section 1C and 1D of the Labor Agreement.
  - After the First Step for a 5-day suspension, only Occurrences #14, #15 and #16 may be challenged and grieved as provided under Section 1C and 1D of the Labor Agreement.
  - After the First Step for a 10-day suspension, only Occurrences #17, #18 and #19 may be challenged and grieved as provided under Section 1C and 1D of the Labor Agreement.
  - After the First Step for a discharge, only Occurrence #20 may be challenged and grieved as provided under Section 1C and 1D of the Labor Agreement.
3. Notwithstanding the foregoing provisions, in those instances where an employee has accumulated continuous uninterrupted Occurrences for multiple full-day absences from work (i.e., Sick Turn In and/or Unavailable), the resulting discipline will be based on the highest reached discipline for all of the employee's annual total accumulated Occurrences at the time the employee returns to work. Or, if the employee fails to return to work, the discipline will be issued at the time the employee has accumulated a total of 20 Occurrences and is then subject to discharge. This paragraph is the sole exception to the restrictions set forth in paragraph 2 above.

*For example, if an employee with zero Occurrences is absent from work for ten (10) consecutive work days in one calendar year resulting in ten (10) Unavailable Occurrences, and then returns to work, the employee will receive a 1-day suspension and will not receive a Warning. In such situations, after the First Step, any of the underlying Occurrences for such an imposed discipline may be challenged and grieved as provided under Section 1C and 1D of the Labor Agreement. Thus, in this example involving an employee with ten (10) consecutive full-day absence Occurrences, the employee shall have the right to challenge any or all of the ten (10) Occurrences that resulted in the 1-day suspension.*

### C. ATTENDANCE WATCH

1. An employee who has reached 16 Occurrences (but less than 20) in each of two consecutive calendar years will be placed on "Attendance Watch" for the following (third) calendar year (called "Attendance Watch year").
2. On January 1st of the Attendance Watch year, any employee who is on "Attendance Watch" will have their record of Occurrences reset to ten (10), not to zero.
3. In the event that the Attendance Watch employee reaches the 20th Occurrence in the Attendance Watch year, such an employee will be discharged.
4. If an Attendance Watch employee reaches the 19th Occurrence in any Attendance Watch year, they will remain on Attendance Watch for the next year and their record of Occurrences will be reset to ten (10) for the following Attendance Watch year.
5. An employee who completes the Attendance Watch year with less than 19 Occurrences will be removed from Attendance Watch on the following January 1st.

#### SECTION IV. EXCEPTIONS

Set forth below are the only exceptions to this Attendance Policy.

1. Multiple-Day Illness: Employees who have reported any Sick Turn-In for two or less consecutive days will be charged for one Occurrence with or without a doctor's note.

Employees who have reported any Sick Turn-In for three or more consecutive days and provide a doctor's note for the entire period on return to work shall be charged for one Occurrence. For any day(s) not covered by the doctor's note, the employee shall be charged with an Occurrence on a day-for-day basis.

When an employees' Sick Turn-In results in 2 or more consecutive Sick Turn-In days and touches the employees days off, the days off will not be counted as Sick Turn-In days.

2. Statutory Leave: Family Medical Leave Act (FMLA), Workers Compensation, and Temporary Disability Allowance (TDA) absences shall not be counted as Occurrences under this Attendance Policy.
3. Jury Duty: Verifiable jury duty shall not be counted as an Occurrence under this Attendance Policy.
4. Court Proceedings: An employee may attend any number of days of court proceeding under documented subpoena or for documented company related matters each calendar year without having these absences included as Occurrences under this Attendance Policy.
5. Military Leave: Verifiable compulsory military duty absences shall not be counted as Occurrences under this Attendance Policy.

6. Family Death:

A. Paid absences for a verifiable death in the family shall not be counted as Occurrences under this Attendance Policy.

B. (Effective January 1,2009) Family Death Leave Early: An employee shall not be charged an Occurrence for Leave Early when the reason for the Leave Early is that the employee is informed, during his/her assignment, of the death of an immediate family member (spouse, parent, sibling or child, as defined in the Labor Agreement Section 15L-4 first two lines) occurring on that date or the day before, so long as the employee provides reasonable verification of such death within fourteen (14) calendar days from the date of the death.

7. Absences resulting from NJ TRANSIT disciplinary suspensions shall not be counted as Occurrences under this Attendance Policy.

8. (Effective January 1,2009)Absences for Vacations, Holidays where the employee is not scheduled to work, instances where NJTBO management requires an employee to go to medical (Section 15G), Union Duty Leave of Absence (Section 15L-1), Attending Hearings under the Labor Agreement (Section 15F), Cancellation of Work (Section 4F) or Approved Leave of Absence, Maternity Leave (Section 15L-5), absences that are consistent with the "Parking Offense Adjudication Act" ("POAA") side agreement dated May 21, 1996, or for a leave of absence granted for a maximum of seven (7) months due to revocation of driver's license (Section 15L-3) shall not be counted as Occurrences under this Attendance Policy.

9. (Effective January 1, 2009) An "Approved Leave of Absence" shall not be counted as an Occurrence under this Attendance Policy. An "Approved Leave of Absence" shall be defined as an unpaid leave of absence taken in increments of five (5) consecutive work days, for a minimum of five (5) consecutive work days and a maximum of fifteen (15) consecutive work days, not to be mingled with any Vacation Days, which is granted at the sole discretion of NJTBO management using the following criteria:

- a) The reason for the leave must be:
  - i. At any time during a calendar year, an unexpected event that is a catastrophic life event of the employee or his/her immediate family member (spouse, child, parent, grandchild or sibling); or,
  - ii. Only one time during a calendar year, a grave and serious event involving legal or financial issues that requires the employee's attention for the duration of the leave of absence;
- b) The event is subject to reasonable verification and cooperation by the employee to verify the event; and
- c) The event is not covered by any other exception in the Attendance Policy.
- d) In cases where an unpaid leave of absence has already been approved by NJTBO management, upon written request with additional substantiating information by the employee to the General Manager or his designee, the unpaid leave of absence may be extended, in the sole discretion of the General Manager or his designee, for a maximum of fifteen (15) additional consecutive work days. This Leave of Absence is intended to be limited in duration and not open-ended and upon the

termination of the period of the Leave of Absence, the employee will be subject to the Attendance Policy.

10. (Effective January 1, 2009) Operator Request For Reassignment (ORFOR): (i) A Bus or Light Rail Operator may request an ORFOR only for an assignment that pays at least eight (8) hours by giving notice, at least 60 minutes before the Operator's scheduled report time of his/her inability to work his/her assigned work. (ii) Such ORFOR's must be requested by calling the depot master. (iii) The ORFOR will be reviewed and an answer to the ORFOR will be conveyed to the employee. (iv) If at the time the request is made an ORFOR is granted for an assignment that is identified as paying at least eight (8) hours, the employee will not be assessed an Occurrence for changing his/ her scheduled work. (v) Where an ORFOR is not granted, the Operator will be subject to the Attendance Policy. (vi) Decisions on ORFOR's will be based on the needs of the garage to efficiently handle the work.
  
11. (Effective January 1, 2009) Sick Leave Early Directly Followed by Sick Turn In: Employee will be charged with only one Occurrence when Sick Leave Early is directly -- meaning, with no interruption -- followed by a Sick Turn In. (This is not to be interpreted to impact in any way existing procedures or contractual conditions related to Holiday Pay.)
  
12. [Effective January 1, 2009] Employees will not to be charged an Occurrence for the first four (4) Paid Sick Days, as provided for in Section 15N, which are actually taken by an employee in a calendar year. Where a Paid Sick Day is taken in combination with unpaid sick days, or in combination with other types of attendance Occurrences (Unavailable, Late Arrival, Operator Late Arrival, Leave Early, Sick Leave Early or a Miss) only the first four (4) Paid Sick Days will not be counted under the Attendance Policy but all the other types of



Occurrences will be subject to the Attendance Policy. This Exception is not to be interpreted to impact in any way existing procedures or contractual conditions related to Holiday Pay.

## APPENDIX "A"

The following rules will apply for vacations commencing with the calendar year 1990:

1. Seventy-five (75%) percent of the scheduled work days means 195 regular work days must be worked in the preceding calendar year.
2. Any employee failing to work 75% of the scheduled work days in the preceding calendar year will lose two (2) weeks vacation in the subsequent calendar year.
3. If an employee fails to meet the minimum 75% of the scheduled work days prior to the vacation pick they will only be allowed to pick vacation weeks in excess of two (2) weeks.
4. If an employee fails to meet the minimum 75% of the scheduled work days subsequent to the vacation pick, they will be notified by their Supervisor or Superintendent that they will have to forfeit two (2) of their picked vacation weeks. This notification will be completed within the first two (2) weeks of the vacation year.
5. Absence for the following reasons will be considered as days worked for the purpose of determining vacation eligibility.
  - a. Approved absences for Union business.
  - b. Absence for Jury Duty.
  - c. Absence for Vacations.
  - d. Absence for Military Duty.
  - e. Absence due to cancellation of work.
  - f. Absence for Holidays.
  - g. Absence for 15 F Attending hearings
  - h. Paid absence under 15 L4 (Death in Family).
  - i. Absence for which Worker's Compensation Benefits or Benefits under 15 C are paid.
  - j. Absence from work due to illness or injury for thirty (30) consecutive days or more will count as work days for vacation purposes. Any employee who incurs two (2) or more such absences will have the longest consecutive absence counted as work days for vacation purposes, but will be penalized the other absences for vacation purposes.

## APPENDIX "B"

### HOLIDAY PAY REQUIREMENT

The requirement to work the day before and the day after a holiday the absence from work will be considered properly excused if caused by the following:

1. Excused for Union business.
2. Properly excused by Management.
3. Documented Illness.
4. Workers' Compensation.
5. Jury Duty.
6. Approved Military Duty.
7. Cancellation of Work.
8. Absence under Section 15 F Attending Hearing.
9. Paid absence under Section 15 L4 Death in Family.

## APPENDIX "C"

The Perfect Attendance Program is a semi-annual calendar program. A perfect attendance award of a personal day off (pay for the day to be based on the employee's normal run assignment or 8 hours straight time pay whichever is greater), or a payment of \$200.00 to employees, including extra board operators, will be awarded for perfect attendance for the period January 1 - June 30 and for the period of July 1 - December 31. Effective beginning with the period of July 1, 2005 to December 31, 2007, and thereafter, the \$200.00 cash bonus will increase to \$250.00.

Perfect attendance is defined as no misses or absences except for a perfect attendance day, union business, vacation, holiday, jury duty, funeral leave, attending hearings pursuant to Section 16c, during the periods (January 1 - June 30 or July 1 - December 31.) Absent due to an excused day off, sick leave, workers compensation, unexcused absences, disciplinary suspension or any other reasons will not be considered to have perfect attendance. An employee with perfect attendance in either of the periods who elects to receive the payment must do so in the month immediately following the perfect attendance period and the employee will receive payment in a separate check in the next month.

An employee with perfect attendance who elects to receive personal day off may do so at any time during the 6 months immediately after the period of the employee's perfect attendance provided the employee requests the same at least 72 hours in advance. If more than two employees require the same day off, the granting of the day off for more than two employees will be at the Supervisor's discretion and will be granted in seniority order.

Also, if mutually agreeable between the Supervisor and the Business Agent, part-timers may be used to cover the work of the employees allowed off.

## **APPENDIX "D"**

The wage rates shown in this Appendix "D" as of August 2, 2008 include and reflect a 3.50% increase over the wage rates in effect as of July 31, 2008. These rates reflect a readjustment of wage rates in effect for the last year of the previous contract which included wage increases on 8/2/08 and 2/7/09 totaling 3%.

EMPLOYEES HIRED BEFORE AUGUST 6, 1997

		<u>OPERATORS</u>				<u>3100</u>
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>	
FIRST 12 MONTHS SERVICE	70.00%	\$17.58	\$17.58	\$17.58	\$17.58	
12 MONTHS TO 24 MONTHS	75.00%	18.84	18.84	18.84	18.84	
24 MONTHS TO 36 MONTHS	80.00%	20.10	20.10	20.10	20.10	
36 MONTHS TO 48 MONTHS	85.00%	21.35	21.35	21.35	21.35	
48 MONTHS TO 60 MONTHS	90.00%	22.61	22.61	22.61	22.61	
THEREAFTER	100.00%	25.12	25.12	25.12	25.12	

		<u>OPERATORS (LOT MEN)</u>				<u>3100</u>
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>	
FIRST 12 MONTHS SERVICE	70.00%	\$129.62	\$129.62	\$129.62	\$129.62	
12 MONTHS TO 24 MONTHS	75.00%	138.88	138.88	138.88	138.88	
24 MONTHS TO 36 MONTHS	80.00%	148.14	148.14	148.14	148.14	
36 MONTHS TO 48 MONTHS	85.00%	157.39	157.39	157.39	157.39	
48 MONTHS TO 60 MONTHS	90.00%	166.65	166.65	166.65	166.65	
THEREAFTER	100.00%	185.17	185.17	185.17	185.17	

		<u>PART -TIME OPERATORS</u>				<u>3100</u>
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>	
FIRST 2,080 HRS	70.00%	\$17.58	\$17.58	\$17.58	\$17.58	
2,080-4,160 HRS	75.00%	18.84	18.84	18.84	18.84	
4,160-6,240 HRS	80.00%	20.10	20.10	20.10	20.10	
6,240-8,320 HRS	85.00%	21.35	21.35	21.35	21.35	
8,320-10,400 HRS	90.00%	22.61	22.61	22.61	22.61	
THEREAFTER	100.00%	25.12	25.12	25.12	25.12	

		<u>RETIREES HIRED AS PART -TIME OPERATORS</u>				<u>3100</u>
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>	
FIRST 2,080 HRS	81.50%	\$20.47	\$20.47	\$20.47	\$20.47	
2,080-4,160 HRS	85.00%	21.35	21.35	21.35	21.35	
4,160-6,240 HRS	90.00%	22.61	22.61	22.61	22.61	
THEREAFTER	100.00%	25.12	25.12	25.12	25.12	

EMPLOYEES HIRED BEFORE AUGUST 6, 1997

HIRED BEFORE MARCH 13, 1989

		<u>PART -TIME OPERATORS</u>			
		<u>3100</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 1,040 HRS	70.00%	\$17.58	\$17.58	\$17.58	\$17.58
1,040-1,560 HRS	78.00%	19.59	19.59	19.59	19.59
1,560-2,080 HRS	81.50%	20.47	20.47	20.47	20.47
2,080-3,120 HRS	85.00%	21.35	21.35	21.35	21.35
3,120-4,160 HRS	87.50%	21.98	21.98	21.98	21.98
4,160-5,200 HRS	90.00%	22.61	22.61	22.61	22.61
5,200-6,240 HRS	92.50%	23.24	23.24	23.24	23.24
6,240-7,280 HRS	95.00%	23.86	23.86	23.86	23.86
THEREAFTER	100.00%	25.12	25.12	25.12	25.12

HIRED BEFORE MARCH 13, 1989

RETIREEES HIRED AS PART -TIME OPERATORS

		<u>3100</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 1,040 HRS	81.50%	\$20.47	\$20.47	\$20.47	\$20.47
1,040-2,080 HRS	85.00%	21.35	21.35	21.35	21.35
2,080-3,120 HRS	87.50%	21.98	21.98	21.98	21.98
3,120-4,160 HRS	90.00%	22.61	22.61	22.61	22.61
4,160-5,200 HRS	92.50%	23.24	23.24	23.24	23.24
5,200-6,240 HRS	95.00%	23.86	23.86	23.86	23.86
THEREAFTER	100.00%	25.12	25.12	25.12	25.12

MECHANICS CLASS A

		<u>3308</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$18.38	\$18.38	\$18.38	\$18.38
12 MONTHS TO 24 MONTHS	75.00%	19.70	19.70	19.70	19.70
24 MONTHS TO 36 MONTHS	80.00%	21.01	21.01	21.01	21.01
36 MONTHS TO 48 MONTHS	85.00%	22.32	22.32	22.32	22.32
48 MONTHS TO 60 MONTHS	90.00%	23.63	23.63	23.63	23.63
THEREAFTER	100.00%	26.26	26.26	26.26	26.26

EMPLOYEES HIRED BEFORE AUGUST 6,1997

REPAIRMEN CLASS A

3310

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$18.01	\$18.01	\$18.01	\$18.01
12 MONTHS TO 24 MONTHS	75.00%	19.30	19.30	19.30	19.30
24 MONTHS TO 36 MONTHS	80.00%	20.58	20.58	20.58	20.58
36 MONTHS TO 48 MONTHS	85.00%	21.87	21.87	21.87	21.87
48 MONTHS TO 60 MONTHS	90.00%	23.16	23.16	23.16	23.16
THEREAFTER	100.00%	25.73	25.73	25.73	25.73

REPAIRMEN CLASS B

3311

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$17.19	\$17.19	\$17.19	\$17.19
12 MONTHS TO 24 MONTHS	75.00%	18.42	18.42	18.42	18.42
24 MONTHS TO 36 MONTHS	80.00%	19.65	19.65	19.65	19.65
36 MONTHS TO 48 MONTHS	85.00%	20.88	20.88	20.88	20.88
48 MONTHS TO 60 MONTHS	90.00%	22.10	22.10	22.10	22.10
THEREAFTER	100.00%	24.56	24.56	24.56	24.56

REPAIRMEN CLASS C

3312

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$17.01	\$17.01	\$17.01	\$17.01
12 MONTHS TO 24 MONTHS	75.00%	18.23	18.23	18.23	18.23
24 MONTHS TO 36 MONTHS	80.00%	19.44	19.44	19.44	19.44
36 MONTHS TO 48 MONTHS	85.00%	20.66	20.66	20.66	20.66
48 MONTHS TO 60 MONTHS	90.00%	21.87	21.87	21.87	21.87
THEREAFTER	100.00%	24.30	24.30	24.30	24.30



EMPLOYEES HIRED BEFORE AUGUST 6, 1997

SERVICEMEN HIRED BEFORE JUNE 11, 1985

3326

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
20.07	20.07	20.07	20.07

CLEANER & CUSTODIAN HIRED BEFORE JUNE 11, 1985

3327

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
\$19.14	\$19.14	\$19.14	19.14

CLEANER & CUSTODIAN LEADER HIRED BEFORE JUNE 11, 1985

3327

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
\$19.87	\$19.87	\$19.87	19.87

SERVICEMEN

3326

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
14.41	14.41	14.41	14.41

CLEANER & CUSTODIAN

3328

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
\$13.27	\$13.27	\$13.27	13.27

CLEANER & CUSTODIAN LEADER

3328

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
\$14.00	\$14.00	\$14.00	14.00

EMPLOYEES HIRED BEFORE AUGUST 6, 1997

		<u>3321</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$17.01	\$17.01	\$17.01	\$17.01
12 MONTHS TO 24 MONTHS	75.00%	18.23	18.23	18.23	18.23
24 MONTHS TO 36 MONTHS	80.00%	19.44	19.44	19.44	19.44
36 MONTHS TO 48 MONTHS	85.00%	20.66	20.66	20.66	20.66
48 MONTHS TO 60 MONTHS	90.00%	21.87	21.87	21.87	21.87
THEREAFTER	100.00%	24.30	24.30	24.30	24.30

		<u>3320</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$17.19	\$17.19	\$17.19	\$17.19
12 MONTHS TO 24 MONTHS	75.00%	18.42	18.42	18.42	18.42
24 MONTHS TO 36 MONTHS	80.00%	19.65	19.65	19.65	19.65
36 MONTHS TO 48 MONTHS	85.00%	20.88	20.88	20.88	20.88
48 MONTHS TO 60 MONTHS	90.00%	22.10	22.10	22.10	22.10
THEREAFTER	100.00%	24.56	24.56	24.56	24.56

		<u>3319</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$18.01	\$18.01	\$18.01	\$18.01
12 MONTHS TO 24 MONTHS	75.00%	19.30	19.30	19.30	19.30
24 MONTHS TO 36 MONTHS	80.00%	20.58	20.58	20.58	20.58
36 MONTHS TO 48 MONTHS	85.00%	21.87	21.87	21.87	21.87
48 MONTHS TO 60 MONTHS	90.00%	23.16	23.16	23.16	23.16
THEREAFTER	100.00%	25.73	25.73	25.73	25.73

EMPLOYEES HIRED BEFORE AUGUST 6, 1997

MAINTENANCE MEN CLASS B

3318

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$18.14	\$18.14	\$18.14	\$18.14
12 MONTHS TO 24 MONTHS	75.00%	19.43	19.43	19.43	19.43
24 MONTHS TO 36 MONTHS	80.00%	20.73	20.73	20.73	20.73
36 MONTHS TO 48 MONTHS	85.00%	22.02	22.02	22.02	22.02
48 MONTHS TO 60 MONTHS	90.00%	23.32	23.32	23.32	23.32
THEREAFTER	100.00%	25.91	25.91	25.91	25.91

MAINTENANCE MEN CLASS A

3317

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$18.38	\$18.38	\$18.38	\$18.38
12 MONTHS TO 24 MONTHS	75.00%	19.70	19.70	19.70	19.70
24 MONTHS TO 36 MONTHS	80.00%	21.01	21.01	21.01	21.01
36 MONTHS TO 48 MONTHS	85.00%	22.32	22.32	22.32	22.32
48 MONTHS TO 60 MONTHS	90.00%	23.63	23.63	23.63	23.63
THEREAFTER	100.00%	26.26	26.26	26.26	26.26

STOCK CLERK

3303

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 12 MONTHS SERVICE	70.00%	\$18.01	\$18.01	\$18.01	\$18.01
12 MONTHS TO 24 MONTHS	75.00%	19.30	19.30	19.30	19.30
24 MONTHS TO 36 MONTHS	80.00%	20.58	20.58	20.58	20.58
36 MONTHS TO 48 MONTHS	85.00%	21.87	21.87	21.87	21.87
48 MONTHS TO 60 MONTHS	90.00%	23.16	23.16	23.16	23.16
THEREAFTER	100.00%	25.73	25.73	25.73	25.73

EMPLOYEES HIRED AFTER AUGUST 6,1997

		<u>OPERATORS</u>			
		<u>3100</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$15.07	\$15.07	\$15.07	\$15.07
6 MONTHS TO 12 MONTHS	65.00%	16.33	16.33	16.33	16.33
12 MONTHS TO 24 MONTHS	70.00%	17.58	17.58	17.58	17.58
24 MONTHS TO 36 MONTHS	75.00%	18.84	18.84	18.84	18.84
36 MONTHS TO 48 MONTHS	80.00%	20.10	20.10	20.10	20.10
48 MONTHS TO 60 MONTHS	90.00%	22.61	22.61	22.61	22.61
THEREAFTER	100.00%	25.12	25.12	25.12	25.12

		<u>OPERATORS (LOT MEN)</u>			
		<u>3100</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$111.10	\$111.10	\$111.10	\$111.10
6 MONTHS TO 12 MONTHS	65.00%	120.36	120.36	120.36	120.36
12 MONTHS TO 24 MONTHS	70.00%	129.62	129.62	129.62	129.62
24 MONTHS TO 36 MONTHS	75.00%	138.88	138.88	138.88	138.88
36 MONTHS TO 48 MONTHS	80.00%	148.14	148.14	148.14	148.14
48 MONTHS TO 60 MONTHS	90.00%	166.65	166.65	166.65	166.65
THEREAFTER	100.00%	185.17	185.17	185.17	185.17

		<u>PART -TIME OPERATORS</u>			
		<u>3100</u>			
		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 1,040 HRS	60.00%	\$15.07	\$15.07	\$15.07	\$15.07
1,040-2,080 HRS	65.00%	16.33	16.33	16.33	16.33
2,080-4,160 HRS	70.00%	17.58	17.58	17.58	17.58
4,160-6,240 HRS	75.00%	18.84	18.84	18.84	18.84
6,240-8,320 HRS	80.00%	20.10	20.10	20.10	20.10
8,320-10,400 HRS	90.00%	22.61	22.61	22.61	22.61
THEREAFTER	100.00%	25.12	25.12	25.12	25.12

EMPLOYEES HIRED AFTER AUGUST 6, 1997

RETIREEES HIRED AS PART -TIME OPERATORS

3100

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 2,080 HRS	81.50%	\$20.47	\$20.47	\$20.47	\$20.47
2,080-4,160 HRS	85.00%	21.35	21.35	21.35	21.35
4,160-6,240 HRS	90.00%	22.61	22.61	22.61	22.61
THEREAFTER	100.00%	25.12	25.12	25.12	25.12

MECHANICS CLASS A

3308

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$15.76	\$15.76	\$15.76	\$15.76
6 MONTHS TO 12 MONTHS	65.00%	17.07	17.07	17.07	17.07
12 MONTHS TO 24 MONTHS	70.00%	18.38	18.38	18.38	18.38
24 MONTHS TO 36 MONTHS	75.00%	19.70	19.70	19.70	19.70
36 MONTHS TO 48 MONTHS	80.00%	21.01	21.01	21.01	21.01
48 MONTHS TO 60 MONTHS	90.00%	23.63	23.63	23.63	23.63
THEREAFTER	100.00%	26.26	26.26	26.26	26.26

REPAIRMEN CLASS A

3310

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$15.44	\$15.44	\$15.44	\$15.44
6 MONTHS TO 12 MONTHS	65.00%	16.72	16.72	16.72	16.72
12 MONTHS TO 24 MONTHS	70.00%	18.01	18.01	18.01	18.01
24 MONTHS TO 36 MONTHS	75.00%	19.30	19.30	19.30	19.30
36 MONTHS TO 48 MONTHS	80.00%	20.58	20.58	20.58	20.58
48 MONTHS TO 60 MONTHS	90.00%	23.16	23.16	23.16	23.16
THEREAFTER	100.00%	25.73	25.73	25.73	25.73

EMPLOYEES HIRED AFTER AUGUST 6, 1997

REPAIRMEN CLASS B

3311

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$14.74	\$14.74	\$14.74	\$14.74
6 MONTHS TO 12 MONTHS	65.00%	15.96	15.96	15.96	15.96
12 MONTHS TO 24 MONTHS	70.00%	17.19	17.19	17.19	17.19
24 MONTHS TO 36 MONTHS	75.00%	18.42	18.42	18.42	18.42
36 MONTHS TO 48 MONTHS	80.00%	19.65	19.65	19.65	19.65
48 MONTHS TO 60 MONTHS	90.00%	22.10	22.10	22.10	22.10
THEREAFTER	100.00%	24.56	24.56	24.56	24.56

REPAIRMEN CLASS C

3312

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$14.58	\$14.58	\$14.58	\$14.58
6 MONTHS TO 12 MONTHS	65.00%	15.80	15.80	15.80	15.80
12 MONTHS TO 24 MONTHS	70.00%	17.01	17.01	17.01	17.01
24 MONTHS TO 36 MONTHS	75.00%	18.23	18.23	18.23	18.23
36 MONTHS TO 48 MONTHS	80.00%	19.44	19.44	19.44	19.44
48 MONTHS TO 60 MONTHS	90.00%	21.87	21.87	21.87	21.87
THEREAFTER	100.00%	24.30	24.30	24.30	24.30

SERVICEMEN

3326

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
14.41	14.41	14.41	14.41

CLEANER

3328

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
\$13.27	\$13.27	\$13.27	13.27

EMPLOYEES HIRED AFTER AUGUST 6, 1997

CLEANER - LEADER

3328

<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
\$14.00	\$14.00	\$14.00	14.00

MAINTENANCE MEN CLASS E

3321

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$14.58	\$14.58	\$14.58	\$14.58
6 MONTHS TO 12 MONTHS	65.00%	15.80	15.80	15.80	15.80
12 MONTHS TO 24 MONTHS	70.00%	17.01	17.01	17.01	17.01
24 MONTHS TO 36 MONTHS	75.00%	18.23	18.23	18.23	18.23
36 MONTHS TO 48 MONTHS	80.00%	19.44	19.44	19.44	19.44
48 MONTHS TO 60 MONTHS	90.00%	21.87	21.87	21.87	21.87
THEREAFTER	100.00%	24.30	24.30	24.30	24.30

MAINTENANCE MEN CLASS D

3320

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$14.74	\$14.74	\$14.74	\$14.74
6 MONTHS TO 12 MONTHS	65.00%	15.96	15.96	15.96	15.96
12 MONTHS TO 24 MONTHS	70.00%	17.19	17.19	17.19	17.19
24 MONTHS TO 36 MONTHS	75.00%	18.42	18.42	18.42	18.42
36 MONTHS TO 48 MONTHS	80.00%	19.65	19.65	19.65	19.65
48 MONTHS TO 60 MONTHS	90.00%	22.10	22.10	22.10	22.10
THEREAFTER	100.00%	24.56	24.56	24.56	24.56

EMPLOYEES HIRED AFTER AUGUST 6, 1997  
MAINTENANCE MEN CLASS C

3319

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS	60.00%	\$15.44	\$15.44	\$15.44	\$15.44
SERVICE					
6 MONTHS TO 12	65.00%	16.72	16.72	16.72	16.72
MONTHS					
12 MONTHS TO 24	70.00%	18.01	18.01	18.01	18.01
MONTHS					
24 MONTHS TO 36	75.00%	19.30	19.30	19.30	19.30
MONTHS					
36 MONTHS TO 48	80.00%	20.58	20.58	20.58	20.58
MONTHS					
48 MONTHS TO 60	90.00%	23.16	23.16	23.16	23.16
MONTHS					
THEREAFTER	100.00%	25.73	25.73	25.73	25.73

MAINTENANCE MEN CLASS B

3318

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS	60.00%	\$15.55	\$15.55	\$15.55	\$15.55
SERVICE					
6 MONTHS TO 12	65.00%	16.84	16.84	16.84	16.84
MONTHS					
12 MONTHS TO 24	70.00%	18.14	18.14	18.14	18.14
MONTHS					
24 MONTHS TO 36	75.00%	19.43	19.43	19.43	19.43
MONTHS					
36 MONTHS TO 48	80.00%	20.73	20.73	20.73	20.73
MONTHS					
48 MONTHS TO 60	90.00%	23.32	23.32	23.32	23.32
MONTHS					
THEREAFTER	100.00%	25.91	25.91	25.91	25.91



EMPLOYEES HIRED AFTER AUGUST 6, 1997

MAINTENANCE MEN CLASS A

3317

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$15.76	\$15.76	\$15.76	\$15.76
6 MONTHS TO 12 MONTHS	65.00%	17.07	17.07	17.07	17.07
12 MONTHS TO 24 MONTHS	70.00%	18.38	18.38	18.38	18.38
24 MONTHS TO 36 MONTHS	75.00%	19.70	19.70	19.70	19.70
36 MONTHS TO 48 MONTHS	80.00%	21.01	21.01	21.01	21.01
48 MONTHS TO 60 MONTHS	90.00%	23.63	23.63	23.63	23.63
THEREAFTER	100.00%	26.26	26.26	26.26	26.26

STOCK CLERK

3303

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
FIRST 6 MONTHS SERVICE	60.00%	\$15.44	\$15.44	\$15.44	\$15.44
6 MONTHS TO 12 MONTHS	65.00%	16.72	16.72	16.72	16.72
12 MONTHS TO 24 MONTHS	70.00%	18.01	18.01	18.01	18.01
24 MONTHS TO 36 MONTHS	75.00%	19.30	19.30	19.30	19.30
36 MONTHS TO 48 MONTHS	80.00%	20.58	20.58	20.58	20.58
48 MONTHS TO 60 MONTHS	90.00%	23.16	23.16	23.16	23.16
THEREAFTER	100.00%	25.73	25.73	25.73	25.73

FIELD SALARY EMOLYEEES  
 EMPLOYEES HIRED BEFORE JUNE 11, 1985

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
<u>DEPOT MASTER A</u>	<u>3087</u>				
FIRST 6 MONTHS		\$1,021.37	\$1,021.37	\$1,021.37	\$1,021.37
SECOND 6 MONTHS		1,063.23	1,063.23	1,063.23	1,063.23
THEREAFTER		1,098.06	1,098.06	1,098.06	1,098.06
<u>DEPOT MASTER B</u>	<u>3088</u>				
FIRST 6 MONTHS		\$989.22	\$989.22	\$989.22	\$989.22
SECOND 6 MONTHS		1,027.30	1,027.30	1,027.30	1,027.30
THEREAFTER		1,063.23	1,063.23	1,063.23	1,063.23
<u>DEPOT MASTER C</u>	<u>3089</u>				
FIRST 6 MONTHS		\$957.56	\$957.56	\$957.56	\$957.56
SECOND 6 MONTHS		989.22	989.22	989.22	989.22
THEREAFTER		1,021.85	1,021.85	1,021.85	1,021.85
<u>STARTER</u>	<u>3096</u>				
FIRST 6 MONTHS		\$943.61	\$943.61	\$943.61	\$943.61
SECOND 6 MONTHS		982.09	982.09	982.09	982.09
THEREAFTER		1,021.85	1,021.85	1,021.85	1,021.85
<u>DEPOT CLERK A</u>	<u>3140</u>				
<u>(DAILY)</u>					
FIRST 6 MONTHS		\$151.31	\$151.31	\$151.31	\$151.31
SECOND 6 MONTHS		156.24	156.24	156.24	156.24
THEREAFTER		161.64	161.64	161.64	161.64
(WEEKLY)		808.20	808.20	808.20	808.20
<u>DEPOT CLERK B</u>	<u>3141</u>				
<u>(DAILY)</u>					
FIRST 6 MONTHS		\$140.66	\$140.66	\$140.66	\$140.66
SECOND 6 MONTHS		145.80	145.80	145.80	145.80
THEREAFTER		151.15	151.15	151.15	151.15
(WEEKLY)		755.75	755.75	755.75	755.75
<u>DEPOT CLERK C</u>	<u>3142</u>				
<u>(DAILY)</u>					
FIRST 6 MONTHS		\$130.82	\$130.82	\$130.82	\$130.82
SECOND 6 MONTHS		135.28	135.28	135.28	135.28
THEREAFTER		140.65	140.65	140.65	140.65
(WEEKLY)		703.25	703.25	703.25	703.25

FIELD SALARY EMOLYOEEES  
 EMPLOYEES HIRED BEFORE JUNE 11, 1985

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
<b><u>INSPECTOR A</u></b>	<b><u>3134</u></b>				
FIRST 6 MONTHS		\$989.29	\$989.29	\$989.29	\$989.29
SECOND 6 MONTHS		1,027.30	1,027.30	1,027.30	1,027.30
THEREAFTER		1,063.23	1,063.23	1,063.23	1,063.23
<b><u>INSPECTOR B</u></b>	<b><u>3135</u></b>				
FIRST 6 MONTHS		\$957.56	\$957.56	\$957.56	\$957.56
SECOND 6 MONTHS		989.22	989.22	989.22	989.22
THEREAFTER		1,021.85	1,021.85	1,021.85	1,021.85

**Manpower Requirements**

Notwithstanding any other provision of the Labor Agreement, additional Field Salaried classifications presently in other NJTBOI contracts shall be included in this Agreement, if the need arises.



FIELD SALARY EMLOYEES  
 EMPLOYEES HORED AFTER JUNE 11, 1985

		<u>08/02/08</u>	<u>08/01/09</u>	<u>08/07/10</u>	<u>08/06/11</u>
<b><u>INSPECTOR A</u></b>	<b><u>3134</u></b>				
FIRST 6 MONTHS		\$949.67	\$949.67	\$949.67	\$949.67
SECOND 6 MONTHS		989.29	989.29	989.29	989.29
THIRD 6 MONTHS		1,027.30	1,027.30	1,027.30	1,027.30
THEREAFTER		1,063.23	1,063.23	1,063.23	1,063.23
<b><u>INSPECTOR B</u></b>	<b><u>3135</u></b>				
FIRST 6 MONTHS		\$919.24	\$919.24	\$919.24	\$919.24
SECOND 6 MONTHS		957.56	957.56	957.56	957.56
THIRD 6 MONTHS		989.22	989.22	989.22	989.22
THEREAFTER		1,021.85	1,021.85	1,021.85	1,021.85

**Manpower Requirements**


Notwithstanding any other provision of the Labor Agreement, additional Field Salaried classifications presently in other NJTBOI contracts shall be included in this Agreement, if the need arises.

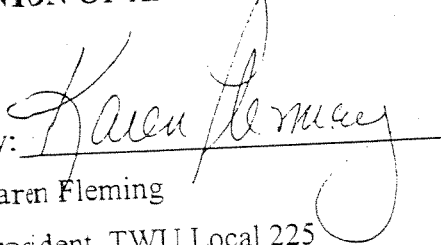
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IN WITNESS WHEREOF, the parties hereto have caused this entire Agreement to be duly executed on this 25<sup>th</sup> day of March, 2010.

**NJ TRANSIT BUS OPERATIONS, INC.**

**TRANSPORT WORKERS  
UNION OF AMERICA**


By:   
E. Philip Isaac  
Deputy General Manager for Bus  
Administration

By:   
Karen Fleming  
President, TWU Local 225

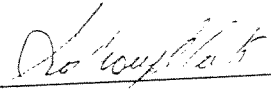
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Date: 3/25/10

ATTEST:



ATTEST:



Date: 3/25/10

Date: 3/25/10

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PERC