

THIS AGREEMENT, for the period July 1, 1992 - June 30, 1996

NEW JERSEY TRANSIT CORPORATION

(hereinafter referred to as "NJT) and

POLICE BENEVOLENT ASSOCIATION

representing

POLICE OFFICERS BELOW THE RANK OF CAPTAIN

(hereinafter referred to as the "PBA")

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining agreements herein contained, the parties hereto agree with each other in respect to the employees of NJ TRANSIT recognized as being represented by the PBA as follows:

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ARTICLE I RECOGNITION AND SCOPE

SECTION 1. NJ TRANSIT hereby recognizes the aforementioned PBA as the exclusive representative for all police officers below the rank of Captain. The term "Police Officers below the rank of Captain" (hereinafter referred to as "Police Officers") shall include Lieutenants, Sergeants, Patrolmen and Detectives.

SECTION 2. Police Officers may serve as appointed by the Chief of Police in appointed positions such as Detective, Anti-Crime Unit, Canine Corps, Clerical, Training and Staff shall not be subject to those provisions of this Agreement that involve bulletining, awarding or the exercise of seniority.

SECTION 3. (a) The provisions set forth in this Agreement shall constitute an agreement between NJ TRANSIT Police Department and its Police Officers below the rank of Captain, represented by the Police Benevolent (PBA), and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees classified herein.

The term "Police Officers below the rank of Captain" - hereinafter referred to as "Police Officers", shall include Lieutenants, Sergeants, Patrolmen and Detectives in the Police Department of NJ TRANSIT; provided, however, that all functions and duties normally performed by police officers covered by this Agreement shall at all times continue to be performed by police officers cover by this Agreement.

(b) Titles of positions within the scope of this Agreement shall not be changed for the purposes of removing such positions from the application of these rules.

(c) The establishment of any position in the Police Department, the duties of which are similar to those of a position listed in paragraph (a) of this Scope, shall carry the title, rate of pay and working conditions of such comparable position.

(d) Employees covered by this Agreement shall not be required to perform duties that are not generally considered to be those of a transit police officer.

(e) Nothing in this Agreement shall be construed to mean that a supervisory officer of the rank of Captain or above cannot perform the duties of a position of lesser rank when necessary to protect the requirements of the service. However, such supervisory officers shall not normally be used to perform routine duties usually performed by police officers under this Agreement, and further, providing that through such performance, no police officer shall suffer loss of wages.

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ARTICLE II

MANAGEMENT RIGHTS

It is understood and agreed that NJ TRANSIT possesses the sole and exclusive right to conduct NJ TRANSIT business, to manage and direct its affairs, to fulfill its lawful obligations, and that all management rights repose in it except as specifically modified or limited by the terms of this Agreement. It is further agreed and understood that all rights of management are retained by NJ TRANSIT, unless otherwise specifically restricted by this Agreement and/or the provisions of applicable law.

ARTICLE III

STANDING COMMITTEE

A Standing Committee is established to consist of two members appointed by the Police Benevolent Association and two by NJ TRANSIT. At least one of the union members will be selected from the union headquarters; one of the NJ TRANSIT members will be selected from the Police Department ; and the other from the Labor Relations Department.

The members will mutually agree on the procedures under which the Committee will operate with the understanding that the purpose of the Committee is to study and review subjects of mutual interest which are not then being negotiated by the parties.

The Standing Committee shall extend over the term of this agreement at which time it will be terminated unless continued by mutual agreement of the parties.

Each of the parties may propose items to be considered by the Committee at any time during the terms of this Agreement. Items that may be considered include the following:

Uniforms and Equipment

Improving Cooperation and Communications

Efficiency of Operation

Any other issue of a general nature which is of importance to the Police Department as a whole.

ARTICLE IV.

PROMOTIONS

SECTION 1. (a) Police Officers shall be given consideration for promotions as the opportunity may arise. Patrolmen will be promoted to Sergeants, Sergeants will be promoted to Lieutenants. Lieutenants will be promoted to Captain, based on criteria established by NJ TRANSIT.

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(b) Promotions to the rank of Sergeant and Lieutenant shall be determined by a competitive written examination and an oral examination. Written and oral examinations shall be conducted by the New Jersey State Chiefs of Police Association or an independent body agreed to between the parties. In all cases, whether an officer is qualified for promotion shall rest with the State Chiefs of Police Association or independent body, except for those employees that have been disqualified by the Chief of Police of NJ TRANSIT as set forth in Section 5. That body will submit to the Chief of Police raw scores of both the written exams and the oral exams. The Chief of Police will compute an overall final score by adding seventy-five (75) percent of the written and twenty-five (25) percent of the oral scores.

(c) Officers will rank on the promotions list according to their overall combined score, which shall be produced and published by the Chief of Police. In the event of identical scores on the overall examination, such scores will be ranked on the promotion list according to seniority standing on the Police Department's seniority roster for the rank from which promoted. A promotion list will last only for two (2) years. All officers on promotion lists after the two (2) year period will have to reapply and be retested for eligibility and ranking.

(d) 1. Eligibility for participation in examination for Sergeants will be restricted to officers with a minimum of three (3) years of service in the Police Department as of the date of such examination. After a successful officer's appointment to Sergeant, he will be subject to a six (6) month probationary period, but his seniority in the rank will begin on the date of the actual promotion.

2. Eligibility for participation in examination for Lieutenants will be restricted to officers who have completed a minimum of two (2) years of service in the Police Department as Sergeant as of the date of such examination. After a successful candidate's appointment to Lieutenant, he will be subject to a six (6) month probationary period, but his seniority in the class will begin on the date of the actual promotion.

3. Captains will be promoted from the rank of Lieutenant based upon the criteria established by NJ TRANSIT.

(e) Police Officers may be appointed to the rank of Sergeant or Lieutenant on a provisional basis only in those instances where a promotion list for such positions has been exhausted or is being challenged and a test for such ranks is scheduled to be held on or before a three (3) month period of time. This appointment being provisional, seniority will not be established in that rank. Seniority shall be a consideration in making a provisional appointment.

SECTION 2. Promotion tests which will be different for each rank, shall be given every other year by posting a notice not less than three (3) months prior to the test date, indicating the date, time and location of where the test will be given. Police officers, desiring to take the test shall notify the Chief of Police, in writing, no later than fifteen (15) days in advance of a test. A duly accredited representative of the PBA may be present during any test but he may not participate in nor impede the testing process in any way.

(a) Promotion tests will be administered by the New Jersey State Chiefs of Police or independent body.

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(b) Police Officers taking the test for Lieutenant or Sergeant will be notified promptly of their final score.

(c) Police Officers, upon request, shall be permitted to review their own test results.

SECTION 3. The highest standing police officer appearing on the promotion list for such rank shall be notified in writing of such promotion and will, within five (5) calendar days, notify the Chief of Police, in writing, of his desire to accept or decline the promotion.

If the highest standing police officer on the promotion list declines the promotion, his name will be removed from the promotion list unless the position is located more than 30 highway miles from the Officer's present headquarters and the officer with the next highest standing on the promotion list will be offered the promotion.

SECTION 4. Notice of promotion of police officers to higher ranks shall be immediately posted on all bulletin boards.

SECTION 5. The Chief of Police has the right to disqualify any applicant for a promotion exam, in writing, within fifteen days of receipt of application. In addition, the Chief may disqualify an applicant for additional conduct occurring between the date of application and date of promotion. Police Officers may appeal any aspect of the promotions rule under the grievance and arbitration provisions of this agreement.

ARTICLE V.

PROBATIONARY PERIOD

SECTION 1. A Police Officer hired by NJ TRANSIT under this Agreement shall be subject to a probationary period of one (1) calendar year during which time he/she may be discharged with or without cause and for any reason without recourse to the grievance/arbitration provisions of this Agreement. The probationary period may be extended by mutual agreement between the PBA and NJ TRANSIT.

ARTICLE VI.

PHYSICAL EXAMINATIONS

SECTION 1. (a) When practicable, physical examinations or re-examinations shall be given during the police officer's regular tour of duty without loss of compensation to the police officer. All physical examinations required by NJ TRANSIT under this Agreement may include an appropriate psychological examination, upon the recommendation of a physician.



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(b) NJ TRANSIT shall assume the cost of physical examinations required of applicants for employment as regular police officers.

(c) Employees taking physical examinations at the direction of a proper officer of NJ TRANSIT at a time outside of their normal tour of duty will be paid for such time at their regular time and one half (1-1/2) rate of pay.

SECTION 2. (a) When a police officer has been removed from his position on account of his physical or mental condition and the Union desires the question of his physical or mental fitness to be decided before he/she is permanently removed from his position, the case shall be handled in the following manner:

(b) The President of the Union shall bring the case to the attention of the Director-Labor Relations. NJ TRANSIT and the employee shall each select a doctor (physician), each notifying the other of the name and address of the doctor (physician) selected. The two doctors (physicians) thus selected shall confer and appoint a third doctor (physician).

(c) Such Board of Doctors shall then fix a time and place for the employee to appear for a physical examination. After completion of the examination, they shall make a full report of their finding, sending copies of those findings to the Director-Labor Relations, the NJ TRANSIT Medical Director and the employee.

(d) A decision of a majority of doctors on the board as to the physical fitness of the employee to resume duty at the time examined shall be final and binding on the parties, but this does not mean that a change in the employee's physical condition shall preclude a re-examination at a later date.

(e) The neutral physician selected for such board shall be a specialist in the disease or disability from which the police officer is alleged to be suffering.

(f) The fees and expenses of the third or neutral physician shall be borne equally by NJ TRANSIT and the Union. All other expenses shall be paid by the party incurring them, including the fees of the physician selected by the respective parties. At the time the board's report is made, a bill for the fee and traveling expenses, if any, of the third or neutral physician should be made in duplicate, one copy to be sent to NJ TRANSIT's Medical Director and one copy to the PBA.

ARTICLE VII

PHYSICALLY INCAPACITATED EMPLOYEES

Effort shall be made to furnish employment (suited to their capacity) to employees who have become physically unable to continue in service in their present positions.

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ARTICLE VIII LEAVE OF ABSENCE

SECTION 1. When the requirements of the service permit, an employee may be granted a leave of absence, not in excess of three (3) months in any year, except in cases of sickness, disability, or while serving as a representative of the PBA, without loss of seniority. A leave of absence for more than thirty (30) calendar days must be requested in writing and such leave of absence issued in writing if the request is granted. A copy of such document shall be furnished the duly authorized representative.

An employee on leave of absence who engages in other employment will forfeit his seniority unless special provisions shall have been made therefore by the proper official and the duly authorized representative.

SECTION 2. An employee returning from leave of absence may return to his former position if in existence, or will be assigned to a position until the next selection period.

SECTION 3. Police Officers shall upon request be given a leave of absence without impairment of seniority to accept an elective or appointive public office for which a competitive examination is not required or to accept any appointive public office which is related to public transportation. As used herein, an appointive public office is a position (a) with a governmental body, Federal, State, or local; (b) which "office" is above the entry level having a policy making or supervisory function; and (c) one on which the incumbent does not acquire tenure or accumulative seniority.

ARTICLE IX WAGES

SECTION 1. (a) Effective July 1, 1992, the rates of pay for Police Officers covered by this agreement shall be:

	<u>Hourly Rate</u>
Patrolman	\$16.08
Detective	16.88
Sergeant	17.69
Detective Sergeant	18.57
Lieutenant	19.46

(b) Effective July 1, 1993, the rates of pay for Police Officers covered by this agreement shall be:

	<u>Hourly Rate</u>
Patrolman	\$16.88
Detective	17.73
Sergeant	18.57
Detective Sergeant	19.50
Lieutenant	20.43

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(c) Effective July 1, 1994, the rates of pay for Police Officers covered by this agreement shall be:

	<u>Hourly Rate</u>
Patrolman	\$17.98
Detective	18.86
Sergeant	19.75
Detective Sergeant	20.73
Lieutenant	21.70

(d) Effective July 1, 1995, the rates of pay for Police Officers covered by this agreement shall be:

	<u>Hourly Rate</u>
Patrolman	\$18.88
Detective	19.81
Sergeant	20.74
Detective Sergeant	21.76
Lieutenant	22.79

SECTION 2. After July 1, 1991, Police Officers entering employment with NJ TRANSIT who have already completed training to a certified police officer consistent with NJ TRANSIT requirements, as well as those police officers who have completed such training in NJ TRANSIT employment, shall be paid according to the following wage progression:

<u>Months of Service as Police Officers at NJ TRANSIT</u>	<u>% of Base Pay</u>
0 - 12	80%
13 - 24	90%
25	100%

SECTION 3. New employees entering employment with NJ TRANSIT who are required to undergo training to become a certified police officer shall be paid at 70% of base pay during this six months training period.

ARTICLE X

RETENTION OF BENEFITS

Except as otherwise provided herein, all working conditions under which the officers are presently operating shall be maintained and continued by NJ TRANSIT during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

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ARTICLE XI

LEGAL AID

NJ TRANSIT will provide legal aid to all personnel covered by this Agreement pursuant to the statutes of the State of New Jersey.

ARTICLE XII

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by NJ TRANSIT or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

ARTICLE XIII

SAVING CLAUSE

In the event that any State or Federal Legislation, governmental regulation, or Court decision causes invalidation of any Article or Section of this Agreement, all other Articles or Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provision.

ARTICLE XIV

PBA RIGHTS AND PRIVILEGES

SECTION 1. The PBA shall have the right to use the PBA bulletin board to post official PBA materials which shall not contain any offensive matter.

SECTION 2. The State Delegate of the PBA shall have the right to attend regular State PBA monthly meetings without loss of pay.

SECTION 3. The PBA President or his duly authorized representative shall be permitted a leave of absence with pay to attend the State or National convention of the Policemen's Benevolent Association. This leave of absence shall be for a period inclusive of the duration of the convention with reasonable time allotted for time to travel to and from said convention. In addition, a certificate of attendance to the State or National Convention shall, upon request, be submitted by the representative so attending.

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SECTION 4. The PBA President has the right to request that a PBA representative be excused from a tour of scheduled duty to perform a function for the Association. This request in writing should be presented to the Chief of Police or his designee twenty-four (24) hours in advance in order to arrange covering of the position if required. This excused time will be at no cost to NJ TRANSIT.

SECTION 5. The PBA President or his duly authorized representative shall not be required to lose time from their regular assignment for attending scheduled monthly meetings with the Manager and/or Director of Labor Relations or other meetings which the PBA President or his duly authorized representative is requested to attend. Any compensation paid under this rule will be at the pro rata rate based on actual time spent at the meeting.

ARTICLE XV

SENIORITY

SECTION 1. Each of the following groups shall constitute a separate seniority rank:

1. Lieutenants
2. Sergeants
3. Patrolmen

SECTION 2. The NJ TRANSIT properties shall constitute a single seniority district.

SECTION 3. (a) Seniority shall be established in a rank as provided in this Agreement.
(b) Temporary service in a higher rank shall not establish seniority in that rank.

SECTION 4. (a) The seniority roster of police officers in the seniority district, compiled by ranks, shall be revised as of January 1st of each year and posted by March 1st at a place accessible to all employees. A copy of said roster shall be furnished to the duly accredited representatives affected.

(b) A police officer shall have sixty (60) days from the date on which his name first appears on the roster to file protest with the Manager-Labor Relations in writing - against his seniority date or his relative standing as they are shown thereon. In the event that he is absent because of furlough, sickness, disability or leave of absence at the time the roster is posted, the above time limit of sixty (60) days for filing his protest shall commence on the date such furlough, sickness, disability, or leave of absence ends. If no written protest is filed with the Manager-Labor Relations within the sixty (60) day period, no protest will be entertained, except to correct typographical errors or to restore names which appeared on the preceding roster and were omitted in error. If the seniority date or relative standing of an employee is changed from that first shown, the employee in question shall be permitted to file protest within sixty (60) days from the date of the change.

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(c) A police officer likewise shall have sixty (60) days from the date of the posting of a roster to protest the omission or removal of his name from such roster. If no written protest is filed within such sixty (60) day period, the omission or removal of the employee's name shall be deemed to be correct and shall not be subject to further protest. If the employee is absent because of furlough, sickness, disability, or leave of absence at the time the roster is posted, the sixty (60) day period shall commence on the day such furlough, sickness, disability or leave of absence ends.

(d) A note shall be placed on each roster stating the time limit for filing protest thereto.

(e) An appropriate symbol shall be shown on the roster before the name of each employee absent because of furlough, sickness, disability or leave of absence who is retaining and accumulating seniority under this Agreement.

SECTION 5. A police officer who, prior or subsequent to the effective day of this Agreement, leaves a position covered by this Agreement to accept a position with NJ TRANSIT Rail or its affiliates, which position is (a) a supervisory or official position and (b) is not subject to the seniority provisions under this Agreement;; and, provided he reports for duty within (30) days after release from such position, shall be assigned a position pending the next advertisement period.

A police officer who accepts or holds a position other than as provided above will automatically forfeit all seniority under this Agreement unless agreed upon between the Director-Labor Relations and the PBA President.

ARTICLE XVI

RULES AND REGULATIONS

NJ TRANSIT may establish and enforce reasonable rules and regulations regarding all aspects of its operation of the Police Department as well as the maintenance of discipline.

It is understood that police officers shall comply with all such rules and regulations. Police officers shall promptly and efficiently execute the instructions and orders of superiors. If a police officer believes a rule, regulation, instruction or order of a superior is unreasonable or unjust, but not illegal, the police officer shall comply with the rule, regulations order or instruction, but with the further provision that such police officer may regard the rule, regulations, order or instruction as a grievance procedure set forth in this Agreement.

In the event that a police officer shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, NJ TRANSIT shall have the right, at its option, to suspend or discharge the offending police officer, subject only to the rights of the police officer granted by statute or this Agreement. This shall not operate as a stay of suspension or discharge.

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Police officers shall not be required to operate a motor vehicle that is not in safe operating condition nor shall they be required to perform any mechanical or manual labor on a motor vehicle.

ARTICLE XVII **FUNERAL LEAVE**

Funeral leave of three (3) working days shall be granted in the case of death of an employee's brother, sister, parent, child, spouse, in-laws and grandparents. NJ TRANSIT may require satisfactory documentation.

ARTICLE XVIII **MILITARY LEAVE**

Any police officer called into the Armed Forces of the United States during national emergency, drafted, or a member of the National Guard or other reserve unit, shall be given all the protection of applicable laws (including the laws of the State of New Jersey) and leave of absence shall be granted.

ARTICLE XIX **SICK LEAVE**

SECTION 1. Sick leave is the absence of any employee from work because of illness or accident.

SECTION 2. If an employee is absent for reasons that entitle him to sick leave, he shall promptly notify the Department Head or his designated representative two (2) hours in advance of his tour of duty. Absences without notice for three (3) consecutive work days shall constitute a resignation, unless for good cause shown, such as an inability to notify due to unusual circumstances, the Employer may waive this provision.

SECTION 3. Effective January 1, 1991, sick leave shall be earned at the rate of one (1) working day per month of service, up to a maximum of twelve (12) working days per calendar year. Unused sick leave may be accumulated.

SECTION 4. An employee who is absent on sick leave for three (3) or more consecutive working days may be required to submit a physician's certificate as evidence substantiating their illness at the discretion of the Employer. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the employer. Such examination shall establish whether the employee is capable of performing his normal duties and his return will not jeopardize the health of himself or of other employees.

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SECTION 5. Effective January 1, 1991, all unused sick leave currently accumulated under the prior agreement shall be carried over. Those employees who do not have accumulated sick leave under the prior agreement shall be entitled to a one-time carryover accumulation of an amount equal to their prolonged entitlement effective January 1, 1991.

SECTION 6. An employee upon death or retirement shall receive the benefit of payment for unused sick leave at the rate of 50% of accumulated unused sick leave to a maximum of \$12,000.

SECTION 7. If the employee sustains any job-related injury which is recognized as such and covered by Worker's Compensation Insurance, NJ TRANSIT shall insure payment of full salary for a period of up to one and one-half (1-1/2) years, or until such employee is placed on disability or retirement, whichever first occurs. Any such payments made by NJ TRANSIT shall be reduced by all benefits received or which could have been received if proper applications were made in connection with such job-related injury. Employees understand and agree that they may be required to make reimbursement to NJ TRANSIT and/or its insurance carrier in the event of a third party action recovery of such lost wages and that any such reimbursement will be in addition to the obligation to pay over to NJ TRANSIT all such benefits. There shall be no charge to any employee's sick leave in the event of any bona fide job-related injury. The Employer shall have the right to require periodic medical examinations of employees on leave due to job-related injuries, at the expense of the employer.

SECTION 8. The employing officer must be satisfied that the sickness is bona fide. Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required if abuse is indicated. An employee falsely claiming sick time will be subject to disciplinary action.

ARTICLE XX

GRIEVANCE PROCEDURE

(A) Police Officers who have been in service more than one (1) year or not otherwise on probation shall not be disciplined or dismissed from service without just cause.

(B) Any disagreement, dispute or grievance (including discipline) which shall arise between the parties with respect to the interpretation or application of the terms of this Agreement shall be adjusted as follows:

(1) An aggrieved employee or his Union representative shall submit all grievances in writing to this Commanding Officer within fifteen (15) working days of the event or reasonable knowledge thereof. The Commanding Office shall answer the grievance in writing within ten (10) working days of receipt thereof.

(2) Grievances not resolved at step one may be appealed to the Chief of Police, in writing, within ten (10) working days of the decision at step one and the Chief of Police shall respond, in writing, within ten (10) working days of the recap thereof.

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(3) Grievances not resolved at step two may be appealed to the Director of Labor Relations, or designated company official in writing, within ten (10) working days of the decision at step two (2) and the Director of Labor Relations or designated company official shall respond, in writing, within ten (10) working days of the recap thereof.

(4) Arbitration - (a) If the grievance is not settled through steps one, two or three, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) working days after the determination by NJ TRANSIT Labor Relations or his/her representative. An Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission (PERC).

(b) The Arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall set forth his/her findings of fact and conclusions of law and the reasons for making his/her findings of fact and conclusions of law and the reasons for making his/her award. The decision of the Arbitrator shall be final and binding upon the parties.

(c) The cost of the service of Arbitrator shall be borne equally between NJ TRANSIT and the grievant or the Association as may be appropriate. Any other expenses, including but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

(C) It is understood that the time limitations set forth in this agreement are of the essence and may only be waived in writing by a representative of each of the parties. In the event NJ TRANSIT fails to comply with any time limitation hereunder, the grievance as submitted will be deemed to have been granted. If the Union or the employee fail to comply with any time limitation hereunder, then NJ TRANSIT's final response shall be deemed to have been accepted.

(D) Expedited Grievance Procedure: (a) The PBA, through the president, may make a written request to the Director of Labor Relations for expedited handling of a grievance. The request must set forth the specific nature of the grievance and the relief sought and must be submitted within seven calendar days on which the act or event which the subject of the grievance occurred, or seven calendar days from the date on which the grievant became informed of the occurrence.

(b) Requests for the use of the expedited grievance procedure may be appropriate for those grievances where the granting of timely remedy would be precluded because of the time limits set forth in section (b) of the article, and where the central issue involved in the grievance is clearly of very substantial consequence or emergent in nature.

(c) The Director of Labor Relations shall respond within forty-eight hours of receipt of a request for an expedited grievance handling with a determination regarding whether the expedited procedure should be invoked.

(d) If the Director of Labor Relations grants expedited processing, the Director of Labor Relations shall make a ruling in writing on the merits of the grievance within ten calendar days of the determination for expedited processing. It will be the Director of Labor Relations' sole discretion to decide

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whether or not to grant the expedited request.

(e) If the Director of Labor Relations denies the grievance on its merits, the PBA may appeal the decision to an arbitrator with an attempt to schedule an expedited hearing within thirty calendar days after the denial of the grievance by the Director of Labor Relations.

ARTICLE XXI

HOLIDAYS

SECTION 1. Each police officer shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, in addition to his/her regular pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Good Friday	Christmas Eve Day *
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day **

Note: The day observed by the State of New Jersey shall be considered the holiday.

- * The day before Christmas is observed.
- ** The day before New Year's is observed.

SECTION 2. Holiday pay for police officers shall be at the pro rata rate of the position to which assigned.

SECTION 3. Under no circumstances will a police officer be allowed more than one time and one-half payment for service performed by him on any day, whether it is a work day, a rest day, or a vacation day, which also is a holiday. It is understood that this provision will not modify or cancel any existing rules which provide for payment at the rate of time and one-half for service over eight hours.

SECTION 4. Instances when a recognized holiday, or the day such holiday is observed by the State of New Jersey, falls on an assigned work day of a regular police officer's assignment, the Company shall have the right to blank such position on that day and the police officer then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with existing schedule rates.

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SECTION 5. (a) A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. For purposes of this Section, any absence excused by the Chief of Police or his designee shall be considered the same as being available for service on such days. If the holiday falls on the last day of a regularly assigned employee's work week, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(b) When any of the holidays enumerated in Section 1 hereof falls during a police officer's vacation period, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period.

ARTICLE XXII

EQUIPMENT

SECTION 1. NJ TRANSIT shall provide shields, handcuffs/case, whistles, side arms, night sticks, ammunition/case, full body bullet proof vests, holsters and such other equipment required to be carried by the employer. When a police officer leaves the service voluntarily, by discharge, or by death, or when an officer remains an employee of NJ TRANSIT but is not in active service, the shield and such other equipment furnished by NJ TRANSIT will be returned to NJ TRANSIT. NJ TRANSIT shall be reimbursed for the cost of all shields or other equipment furnished by NJ TRANSIT which may be lost by the police officer as the result of the police officer's own negligence.

ARTICLE XXIII

ADVERTISEMENT AND SELECTION OF POSITIONS

SECTION 1. (a) All positions will be posted for selection from October 1st to October 31st of each year commencing October 1, 1991.

(b) The notice advertising the positions shall show the title of the position, headquarters, tour of duty and regular days off.

(c) Posted positions will be awarded December 1st of the same year and will become effective the second payroll period in January the following year.

(d) All officers, regardless of their status, except officers holding appointed positions, will be required to select posted positions within his/her rank, and submit same to the Chief of Police.

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Officers not making selections within the specified time period or those officers failing to make a sufficient number of selections will be assigned to the remaining open positions at the conclusion of the posted period.

(e) The Chief of Police shall make arrangements to furnish copies of the advertisement to officers on leave.

Officers on leave will be required to submit their selection of positions within the specified time period to the Chief of Police.

(f) Copies of advertisements and notices of awards will be furnished to the President of the PBA.

(g) Employees holding appointed positions may select on posted positions.

SECTION 2. Positions awarded or assigned, will be based on fitness, ability and seniority.

SECTION 3. (a) The regular work week shall consist of five (5) consecutive eight (8) hour days including a 20-minute meal period with two (2) consecutive regular days off.

(b) The starting times for regular shifts shall be as follows:

First Shift 7 a.m./8 a.m.

Second Shift 3 p.m./4 p.m.

Third Shift 11 p.m./12 midnight

(c) Positions will be scheduled to begin not more than two (2) hours in advance of, or not more than two (2) hours later than the times specified in the Paragraph (b) above.

(d) Where an independent position is worked, it shall be scheduled to begin to meet the requirements of service.

(e) An assignment starting in advance of midnight on any day, which includes working time after midnight, will be considered as work performed on the day the assignment begins.

(f) There may be rotating regular days off, however, there will be no rotating or revolving shifts.

(g) Relief positions, including vacation relief positions, may incorporate different days, starting times, duties and work locations, provided said employee assumes the same starting time, duties and work locations of the employee whom they are relieving.

(h) An officer shall be assigned one headquarter location where his/her uniform shall be maintained. All officers shall start and complete their tour of duty at their assigned headquarter location.

(i) Those positions assigned to clerical, detective, anti-crime unit, special duty, or on the staff of the Commanding Officer or Chief of Police will not be subject to the provisions of this section.

SECTION 4. All work in excess of eight (8) hours per day, or on RDO's, shall be paid at time and one-half (1-1/2) regular salary rates.

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SECTION 5. An officer who is recalled to duty to work unscheduled overtime shall be guaranteed a minimum of four (4) hours overtime at the prevailing overtime rate. An officer who is called to duty (early call-in) prior to his regular start of duty will be paid at the rate of time and one-half for those hours worked prior to his/her scheduled tour of duty.

SECTION 6. (a) A temporary position may, at the discretion of the Chief of Police, be assigned to an officer for a period not to exceed 30 calendar days.

(b) After a 30 calendar day period or less, the assigned officer will then be reassigned to his original position and a second officer may then be assigned, then a third, etc.

(c) An officer will not be assigned to a position without at least a two calendar days' notice.

(d) An officer wishing to volunteer to work a temporary position, may do so by making his/her request in writing to the Chief of Police.

(e) An officer assigned to a supervisor's position other than his regular position, he/she shall be paid at the rate of the position to which he/she is temporarily assigned, but if such rate is less than the rate of his regular position, he/she shall be paid the rate of his regular position.

(f) **Sergeants' Pay:** When a Sergeant bears the responsibility of Tour Commander in a Lieutenant's absence, the Sergeant shall receive Lieutenant's pay. In arbitration proceedings addressing this issue, NJ Transit shall bear the burden of proving that a Sergeant acting in Lieutenant's absence was expressly relieved of responsibility for commanding the full system's patrol function either in writing or by general order.

SECTION 7. (a) When an officer is involuntarily removed from an appointed position, every effort will be made to assign the officer to a position comparable, in RDO's and hours, to the position in which he/she had been assigned.

(b) Officers in appointed positions may request, in writing, to be removed from his/her position at which time he/she will be assigned to a position by the Chief of Police until the officer is able to select a position in accordance with Section I of this Article.

SECTION 8. There will be no involuntary assignments that would create a geographical hardship from the employee's normally assigned position unless there are exigent circumstances that would dictate such an assignment. However, every reasonable consideration will be made to avoid creating such hardship.

SECTION 9. All new positions or open positions may be posted for selection anytime during the calendar year.

SECTION 10. Officers out on long term illness or injury will be able to return to his/her original position, if available, or be assigned to a position within thirty (30) miles of his/her last position held.

NJ TRANSIT

SECTION 11. Officers will not be required to select a position or accept a promotion to higher rank to avoid forfeiture of seniority if the headquarters of the position to which the officer could select, is located more than thirty (30) highway miles from the officer's present headquarters. Officers may continue to select positions in the lower rank in accordance with Section 1 of this article. If there is no position within thirty (30) highway miles to which the officer could exercise seniority, he/she may elect not to take another position and will be considered as being voluntarily furloughed.

SECTION 12. Subject to the provisions of Section 11 of this Article, a Lieutenant or Sergeant exercising seniority under this article must exhaust his/her seniority in the highest rank in which he/she holds seniority and successively in lower ranks.

An officer so reduced must, at the first opportunity, take a position in the higher rank if no more than thirty (30) highway miles from his/her last headquarters.

A Lieutenant exercising seniority to a lower rank when a Lieutenant's position is available to him/her, he/she will forfeit his/her seniority in the Lieutenant's rank. A Sergeant exercising seniority to a lower rank when a Sergeant's position is available to him/her, he/she will forfeit his/her seniority in the Sergeant's and Lieutenant's ranks.

SECTION 13. Officers will be permitted to swap shifts or tours of duty subject to the following:

(a) Officers within the same seniority class will be permitted to swap shifts or days off, provided that such swaps will not involve any additional expense to NJ TRANSIT.

(b) Swapping will be arranged on the officer's own time and may not involve less than a full tour of duty.

(c) Request must be made in writing and advance approval must be obtained from the Chief of Police or such official as may be designated by him.

(d) Absence, tardiness, overtime and other activities during the time he is working will be the responsibility of the individual who is actually performing service and who has agreed to perform service.

(e) No officer may work more than twelve consecutive days as a result of a swap and no officer may swap more than five consecutive shifts or days.

(f) The entire arrangement must be completed in the same calendar month; that is, the debt must be repaid in the month in which it is incurred.

(g) The officer responsible for performing service on a tour of duty but who does not fulfill his obligation, may be subject to losing his swapping privileges and to disciplinary action.

(h) Other details that are not in conflict with the above may be agreed upon by the President of the Union and the Chief of Police.

NJ TRANSIT

ARTICLE XXIV

OVERTIME

SECTION 1. For the purpose of overtime, each respective rank, Patrolman, Sergeant, and Lieutenant will have their own master revolving overtime list.

SECTION 2. Police personnel working at Broad Street Station and Pennsylvania Station, Newark, New Jersey, will be combined according to their rank.

SECTION 3. In initially implementing the master Revolving Overtime List, each respective rank will begin by listing officers according to seniority.

SECTION 4. When overtime is to be filled, the following shall govern in determining officer to be used:

(a) The senior qualified officer whose name appears on the list as designated as the first to be called for overtime will be offered the opportunity to work the scheduled overtime.

(b) If the Officer determined to work the overtime refused to, for whatever reason, the opportunity will be offered to the next qualified officer whose name appears on the list. The method will be repeated until the list of qualified officers is exhausted.

(c) If it is not possible to fill the overtime by use of the system referred to in "A" and "B", it may be filled by on-duty holdovers and/or early call in, based on the master Revolving Overtime List.

(d) If it is not possible to fill the overtime by use of the system referred to in "A", "B" and "C", the position may be filled without regard to the master Overtime List or rank with the permission of the unit's Commanding Officer.

(e) Police personnel assigned to Long Branch or Atlantic City will have first choice to cover overtime at each location. The overtime will be offered to the senior qualified officer and subject to the rules set forth in Paragraphs "A", "B", "C", and "D".

SECTION 5. This does not preclude officers assigned to Long Branch or Atlantic City from being offered overtime at other locations. The policy would have the same effect on officers being offered at Long Branch or Atlantic City who are not regularly assigned to other locations.

SECTION 6. Personnel assigned to the Detective Bureau and Anti-Crime Unit shall be excluded from this Article.

SECTION 7. Personnel assigned to the Central Communications Center will not be offered overtime or accept overtime if such exists at the Central Communications Center.

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SECTION 8. Officers on vacation, other authorized leave of absence or training will be excluded from being called for available overtime. Police officers on vacation may elect to be considered for overtime by submitting a written request to the Commanding Officer prior to the start of each vacation period. Such requests will subject the officer to the terms of Section 4 "A" and "B". Regular days off in conjunction with vacation will be considered part of the vacation period.

SECTION 9. Overtime for special details, events, i.e., concerts, New Year's Eve, St. Patrick's Day, Hoboken Festival, but not limited thereto, will be excluded from this Article.

SECTION 10. Officer on duty will be eligib'3 and offered overtime outside their individual tours even though their starting and finishing time may differ up to and including one (1) hour.

SECTION 11. (a) Off-duty sick personnel will not be eligible for overtime in the calendar day.

(b) Personnel off on a Personal Day will not be eligible for overtime during their normal Tour of Duty on that calendar day.

SECTION 12. Overtime list will be made available on a daily basis.

SECTION 13. Where a different procedure for filling overtime is desired, the Chief of Police and the Union President will jointly submit their recommended procedure to Labor Relations for their approval. If such proposed procedure is approved, it shall supersede any conflict procedures in this article.

ARTICLE XXV

VACATION

SECTION 1. Vacations may be taken from January 1st to December 31st consistent with the requirements of service.

(a) Vacation shall not be accumulated or carried over from one vacation year to another.

(b) Probationary or new employees shall be granted vacations in the amount of one (1) day per calendar month of service after seven (7) months of service. The number of such days shall not exceed five (5) days.

(c) A calendar month of service as referred to herein shall mean any month during which the employee worked more than 15 days.

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SECTION 2. Vacation Allowance - Police Officers

An annual vacation with pay will be granted to employees as per the following schedule:

<u>Length of Service</u>	<u>Vacation Allowance</u>
7 months but less than 1 year	5 days
1 year but less than 8 years	10 days
8 years but less than 17 years	15 days
17 years but less than 25 years	20 days
25 years and over	25 days

SECTION 3. Vacation Allowance - Sergeants and Lieutenants

An annual vacation with pay will be granted to Sergeants as per the following schedule:

(A)

<u>Length of Service</u>	<u>Vacation Allowance</u>
3 years but less than 17 years	15 days
17 years but less than 25 years	20 days
25 years and over	25 days

An annual vacation with pay will be granted to Lieutenants as per the following schedule:

(B)

<u>Length of Service</u>	<u>Vacation Allowance</u>
3 years but less than 12 years	15 days
12 years but less than 25 years	20 days
25 years and over	25 days

SECTION 4. Vacation Selection

- A. Vacation selection will be done during the months of October and November for each upcoming year.
- B. The selections will be according to their seniority in their present rank regardless of reporting station.
- C. Officers may split their vacation into blocks of not less than five (5) working days that are consecutive.

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SECTION 5. Vacation - Other

A. An officer will be paid for each working day of his vacation at the rate of the straight time hourly rate equivalent (excluding casual or unassigned overtime) of the position occupied when entitled to vacation.

B. Vacation time may be rescheduled consistent with the requirements of service.

C. A police officer may volunteer to perform services as a Police Officer on any day of his assigned vacation period. A police officer who voluntarily performs services as a Police Officer on any such day will be paid for such service at the straight time hourly rate of the position occupied when entitled to a vacation, such pay to be in addition to his vacation pay.

D. A police officer who involuntarily performs service in an emergency situation as a police officer on any day of his assigned vacation period will be paid for such service at time and one-half in addition to vacation pay.

E. Vacations, or allowance thereof, under two or more schedules held by different organizations of the Company shall not be applied to create a vacation, or allowance thereof, of more than the maximum number of days provided for in either of such schedules.

F. The vacation provided for in this agreement shall be considered to have been earned when the police officer has qualified under Sections 2 or 3 hereof. If his employment status is terminated for any reason whatsoever, including, but not limited to, retirement, resignation, discharge, non-compliance with the union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation earned in the preceding year. If a police officer thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

G. Requests for split vacations must be made at the time employee submits his choice for vacation period and after vacation assignments have been made, no further changes in vacation schedules will be made. Officers may split one week of vacation to which they are entitled into single days of vacation. The election to do so will be made in accordance with paragraph (b) of this section and the request for such specific day(s) must be a minimum of one week in advance. Such request will be granted when the requirements of service permit; however, if there are used or unassigned single days of vacation on the first of November of any year, the Chief of Police, after consultation with the PBA President or his designated representative, will assign such days consistent with the requirements of service.

H. Nothing in this article shall be construed to prohibit NJ TRANSIT from not filling a position when the incumbent thereof is absent on vacation or from requiring other police officers to assist in the performance of the duties of the position to the extent deemed essential.

I. When necessary, such positions may be filled by other police officers in rank, in tour or by the establishment of vacation relief positions.

J. Carry-over of unused vacation or payment for same shall be subject to approval by the Chief of Police.

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ARTICLE XXVI PERSONAL LEAVE

SECTION 1. Three days of personal leave will be provided for police officers who have been full-time employees for six months.

SECTION 2. (a) Personal leave days provided in Section 1 may be taken upon forty-eight (48) hours advance notice from the officer to the proper Agency officer; however, such days must be taken only when consistent with the requirements of the service. It is not intended that this condition prevent an eligible employee from receiving personal days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year. Selection of personal leave days by employees with personal leave days remaining shall have priority over single day vacation picks of other employees during the month of December.

SECTION 3. Personal leave days will be paid for at the regular rate of the employee's position.

SECTION 4. The personal leave days provided in Section (a) shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The Agency will have the right to distribute work on a position vacated among other employees covered by this Agreement.

ARTICLE XXVII UNIFORMS

SECTION 1. NJ TRANSIT shall designate the uniform to be worn by certain employees at all times while on duty unless otherwise directed. Said uniform shall be subject to change from time to time as required by NJ TRANSIT, but shall for the present at least consist of cap, jacket, shirt, necktie, trousers and outercoat. NJ TRANSIT will provide rain cap or cover, raincoat and boots to those police officers normally requiring such equipment in the exercise of their duties.

SECTION 2. Uniform equipment shall be worn only when employees are on duty, except the uniform may be worn while employees are actually traveling to and from work, are required to attend court, or when otherwise so directed or permitted by a superior officer.

SECTION 3. When it becomes necessary for an employee subject to this Agreement to acquire a new uniform or part thereof as set forth in Section 1, an order shall be obtained from the appropriate official designated by NJ TRANSIT, and the uniform (or part) shall be ordered from clothier approved by NJ TRANSIT.

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SECTION 4. (a) In order to ensure that the uniform will present an appropriate appearance, the employees agree to keep their uniform properly cleaned and neatly pressed at all times.

(b) All employees shall receive an annual one hundred seventy-five dollar (\$175.00) payment as a uniform, equipment and maintenance allowance. Said payments shall be made annually in July of each year.

SECTION 5. In cases where a uniform or any part thereof is lost, stolen, damaged or destroyed as a result of carelessness on the part of the employee, the employee will repair such damage or replace such uniform (or part) at his own expense entirely.

ARTICLE XXVIII

TRAVEL TIME, EXPENSES

SECTION 1. A police officer performing service which does not permit him to leave and return to his assigned command during a continuous period of service shall be paid at the pro-rata rate for all time actually engaged in traveling.

SECTION 2. A police officer performing service which does not permit him to leave and return to his assigned command during a continuous period of service shall be reimbursed for actual reasonable required expenses incurred for meals and lodging while away from his assigned command in accordance with NJ TRANSIT policy and procedures.

ARTICLE XXIX

ATTENDING COURT, COMPANY MEETINGS

SECTION 1. A police officer required by NJ TRANSIT to attend court, inquests, company meetings, seminars, training schools or to appear as a witness for NJ TRANSIT in disciplinary or similar proceedings during his regularly assigned tour of duty shall not suffer any loss in wages. In addition, a police officer, other than a probationary employee attending training school, shall receive such actual reasonable required expenses as he may incur while on this duty.

SECTION 2. Any fees or mileage received shall be assigned to NJ TRANSIT. Transportation will be provided when available.

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ARTICLE XXX

TRAINING PROGRAMS, SCHOOLS, SEMINARS

SECTION 1. Police officers attending training programs, schools, or seminars will be compensated as provided in this Agreement, except that police officers relieved from their regular assignments to attend such training will be allowed their regular eight (8) hours pay at the straight-time rate with appropriate adjustments of their relief days made necessary by attendance at such training program.

SECTION 2. Police officers, as a condition of employment, shall be required to qualify annually with the use of a service weapon. Effective date of ratification, all eligible police officers on the property shall receive a three hundred (\$300.00) dollar qualification differential for 1989 and a five hundred (\$500.00) dollar differential for 1990. For each subsequent year thereafter, this annual differential of five hundred (\$500.00) dollars will be paid to all eligible police officers on the property at the time effective November 1st of each year. The shooting pay of \$500.00 per year shall be added to the officer's base and will no longer be a lump sum payment. Officers who are on the payroll as of July 1, 1994 and remain on the payroll as of November 1, 1994, shall also receive a lump sum payment of \$250.00

ARTICLE XXXI

USE OF PRIVATE AUTOMOBILES

SECTION 1. Police officers shall not be required to furnish their privately owned automobiles for Company business.

SECTION 2. Police officers requested to and using their private automobile for Company business shall be allowed mileage utilized for the use thereof at the current mileage rate in accordance with the corporation's company-wide policy.

ARTICLE XXXII

INSURANCE BENEFITS

SECTION 1. (a) Health Insurance

1. With respect to hospital, surgical and medical benefits for active employees covered by this Agreement, NJ TRANSIT will provide, under a NJ TRANSIT sponsored plan, benefits currently provided active employees.

1.1 Prescription Drug Card - Increase current \$4.50 pharmacy co-pay to \$6.00, and current \$2.50 mail order co-pay to \$4.00.

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1.2 All hospitals admissions require pre-certification. Room and board charges will be paid at 100% when pre-certified. If the pre-certification process is not followed, a 35% penalty will be imposed on hospital room and board charges.

1.3 Managed Second Surgical Opinion required for designated elective surgeries. Failure to comply with the procedures shall result in a 50% penalty on the surgeon's fees.

1.4 Mammography to be eligible under Major Medical.

1.5 The Mental/Nervous/Substance Abuse benefit shall be as follows:

Network Benefits: Case Management referral to specific provider required for defined program of treatment.

In-Patient Hospital: 100% up to 60 days/year.

In-Patient Medical: 100% up to 60 days/year.

Intensive Outpatient: \$5 per visit co-pay 2 programs/year.

(Substance Abuse only): limit, 40 visits/year maximum.

Outpatient: \$0 co-pay for first three (3) visits

\$5 co-pay for group sessions

\$15 co-pay for individual sessions

60 visits/year maximum

Employee/Dependent Voluntary Treatment: Unless specifically requested by the individual seeking treatment, the NJ TRANSIT's Employee Assistant Program (EAP) will not have knowledge and will not participate in such cases.

Network Substance: \$25,000

Abuse/Mental/Nervous

Annual Limit

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

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

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

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

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2. With respect to dental benefits for active employees covered by this Agreement, NJ TRANSIT will provide, under a NJ TRANSIT sponsored plan, benefits currently provided active employees.*

3. With respect to hospital, surgical and medical benefits for NJ TRANSIT employees who retire from active service, NJ TRANSIT will provide under a NJ TRANSIT sponsored plan benefits currently provided employees who retire from active service.*

4. NJ TRANSIT will provide its retired employees health and welfare benefits currently provided. The benefits shall be provided through a group policy covering NJ TRANSIT employees and shall provide benefits supplemental to Medicare. Any premiums shall be paid by the employee.*

* See Attachments 1-5.

SECTION 2. (b) Eye Care Package

1. It is agreed that NJ TRANSIT will provide an Eye Care Program during the term of this agreement. The coverage shall provide for a \$25.00 payment for regular prescription eyeglasses or contact lenses or a \$30.00 payment for bifocal glasses or more complex prescriptions. Included are all eligible full-time employees and their dependents. The extension of benefits to dependents shall be effective only after the new employee has been continuously employed for a minimum of sixty (60) days.

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

3. Each eligible employee and dependent may receive only one (1) payment for glasses and one (1) payment for examinations every two years while the program is in effect. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

SECTION 3. (c) New employees become eligible for all hospital, medical, and vision plans and life insurance the first of the month after completing ninety (90) days of service.

ARTICLE XXXIII

RIDERSHIP PASSES

NJ TRANSIT shall provide each full time police officer a pass entitling him/her only to ride on a commuter lines in the NJ TRANSIT system. The pass shall be issued annually and shall be valid only during the year in which issued. The pass will not be transferable.

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ARTICLE XXXIV

DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of proper written authorization, NJ TRANSIT shall deduct PBA dues on a pro-rata basis and shall remit the monies collected to the PBA once each month. The PBA agrees to indemnify and hold harmless NJ TRANSIT from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under the articles shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the PBA and NJ TRANSIT. NJ TRANSIT shall thereafter cease withholding any monies whatever under such checkoff authorization.

Assignees shall have no right to or interest whatsoever in any money authorized withheld until such money is actually paid over to them. NJ TRANSIT or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignees' last known address, NJ TRANSIT and its officers and employees shall be released from all liability to the employees-assignors and to the assignees under such assignments.

NJ TRANSIT shall not deduct dues from any employee's salary for an organization other than the PBA.

ARTICLE XXXV

AGENCY SHOP

SECTION 1. Purpose of Fee: If an employee covered by this Agreement does not become a member of the PBA during any membership year (i.e., from January 1, to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PBA as majority representative.

SECTION 2. Amount of Fee: Notification - Prior to the beginning of each membership year, the PBA will notify NJ TRANSIT in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. This notification shall also include the representation fee to be paid by non-members.

SECTION 3. Deduction and Transmission of Fee: (A) Notification - Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to NJ TRANSIT a list of those employees who have not become members of the PBA for the then current membership year. NJ TRANSIT will deduct from the salaries of such employees, in accordance with Paragraph "B" below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

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(B) Payroll Deduction Schedule - NJ TRANSIT will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

(1) Ten (10) days after receipt of the aforesaid list by NJ TRANSIT; or

(2) Twenty (20) days after the employee begins his or her employment in bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of NJ TRANSIT in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

(C) Termination of Employment - If an employee who is required to pay a representation fee terminates his or her employment with NJ TRANSIT before the PBA has received the full amount of the representation fee to which it is entitled under this Article, NJ TRANSIT will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question

(D) Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

(E) Changes - The PBA will notify NJ TRANSIT in writing of any changes in the list provided for in Paragraph "A" above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after NJ TRANSIT received said notice.

(F) New Employees - On or about the last day of each month, beginning with the month this Agreement becomes effective, NJ TRANSIT will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all such employees.

ARTICLE XXXVI

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

SECTION 1. It is recognized that the need for continued and uninterrupted operation of NJ TRANSIT is of paramount importance to the citizens of New Jersey, and that there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the PBA, its officers, members, agents or principals will not engage in strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations or other similar actions which would involve suspension of or interference with normal work performance.

SECTION 2. NJ TRANSIT shall have the right to discipline or discharge any employee engaging in such acts as listed above.

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ARTICLE XXXVII FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding of the settlement between the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any subject matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The provisions of this Article are not intended to derogate the rules and regulations of the Public Employment Relations Commission.

ARTICLE XXXVIII REDUCTION IN FORCE

SECTION 1. When force is reduced, employees will be laid off in the reverse order of seniority even though they may be holding appointive positions.

SECTION 2. When force is reduced or positions are abolished, five (5) working days advance notice shall be provided. Not more than sixteen (16) hours advance notice will be required under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike; provided that NJ TRANSIT operations are suspended in whole or in part and provided further that, because of such emergency, the work which would be performed by the incumbents of the position to be abolished, or the work which would be performed by the employees involved in the force reductions, no longer exists or cannot be performed.

Employees laid off shall retain their seniority provided they file their names and addresses with their employing officer, keep such officer advised of any change in address, and report for service promptly when recalled for regular employment (within seven (7) calendar days after being notified by certified mail or telegram sent to the last address on file). Failure to comply with these requirements will result in loss of seniority unless the employee submits, in writing, a reason that is satisfactory to the management and union representatives. Under this rule, senior furloughed men will be expected to report for extra and temporary work when called, unless exceptions are agreed to by the management and union representative.

SECTION 3. When force is increased, qualified employees who have been furloughed will be called back to work in seniority order. If called to return to a headquarters location that is not more than thirty (30) highway miles from the headquarters from which furloughed, employees must return within ten (10) calendar days or forfeit all seniority under this agreement. Furloughed employees may not bid on advertised positions.

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ARTICLE XXXIX

PENSION

As soon as possible following execution of this Memorandum, but under no circumstances later than December 1, 1994, NJ TRANSIT shall create a Tax Deferred Savings Plan for each employee and agrees to a 50% match of an employee's contribution to a maximum of three percent (3%). [As an example, if an employee contributes two percent (2%), NJ Transit will contribute one percent (1%). If an employee contributes six percent (6%) or above however, NJ Transit's contribution will not exceed three percent (3%).]

To replace the value of this benefit lost by reason of delay until December 1, 1994 in implementation of the Plan, NJ Transit shall pay a one-time bonus of \$200 to each bargaining unit member who chose to participate in the Plan during December, 1994

ARTICLE XL

DURATION

This Agreement shall be in effect from July 1, 1992, through June 30, 1996, without any reopening date.

This Agreement shall continue in full force and effect from year to year thereafter, unless one party to the other gives notice, in writing, no later than sixty (60) days from the expiration date, to commence negotiations for a successor agreement under the New Jersey Employer-Employee Relations Act, N.J.S. 3A:13A-1 et seq.

ARTICLE XLI

CENTRAL POLICE POOL

NJ TRANSIT may establish a Central Police Pool ("Pool") under the following guidelines:

- a.) The Pool shall not exceed 10% of the authorized sworn bargaining unit personnel.
- b.) The Pool shall be divided into two distinct regions, one Northern and one Southern, divided by a "Plumstead Line" extending from Roebling on the Western side of New Jersey to Bayville on the Eastern side of New Jersey.
- c.) There are no restrictions on the number of assignments a Pool officer can be assigned to as long as he/she is qualified, provided that Pool personnel will not be subject to temporary transfers outside of their Region unless the individual officer volunteers in writing.
- d.) Personnel assigned to the Pool on a mandatory basis shall be limited to officers hired on or after January 1, 1994. No officer hired before January 1, 1994 shall be forced to pick a pool position; i.e. there shall be a sufficient number of non-pool bid positions for all pre-January 1, 1994 officers to have the opportunity to bid for a non-pool position.

NJ TRANSIT

e.) A Pool officer's work week shall comprise five eight-hour work days and two consecutive regular days off, which shall be regularly assigned to that officer on the same basis as a non-Pool officer's regular days off. This means that a Pool officer's regular work week and regular days off are set on the same basis as any other officer, regardless of pay period.

f.) Prior to the end of each work day, Pool officers shall receive the location and starting time of their next working day's assignment. Pool officers will have at least eight hours' rest between assigned work shifts. They may, however, be assigned to work overtime following a shift subject to the minimum rest requirement.

g.) Subject to the limitations of this section, the Pool will be staffed by qualified officers who have attained the assignment by normal bid procedures or by probationary officers who have completed their training periods. At the conclusion of the training periods, officers may be assigned to the Pool, where they will remain until they are assigned and/or awarded a non-Pool position.

h.) Officers hired on or after January 1, 1994 who have completed probation can be required to bid on Pool positions for a period of five years. No such officer shall be required to bid on a Pool position after he/she has worked in mandatory-bid Pool positions for two years. Provided: if operation of the "five-year" and "two-year" limitations of the preceding two sentences prevents staffing the Pool up to the level of ten (10%) percent of the authorized sworn bargaining unit personnel up to a maximum of twelve officers, those two limitations shall not apply.

i.) Pool officers are assigned to a command. They may not have to report to their commands on a daily basis, depending on their individual assignments.

j.) Pool officers shall receive payment for travel time at straight time rates. Travel time will be calculated from either Broad Street in Newark for the Northern Region or from Atlantic City for the Southern Region, and will be reduced by one-half hour each way.

k.) Pool officers shall be permitted to keep their equipment in their cars to and from their daily assignments; but their weapons and portable radios shall never be left unattended in their vehicles.

l.) If an officer hired before January 1, 1994 who is on a list for a promotion for Sergeant or Lieutenant refuses a Pool position for Sergeant or Lieutenant, that person's position on the list shall not be affected.

ARTICLE XLII

CIVILIANS ON THE RADIO DESK

Anytime it is deemed appropriate to have non-bargaining unit personnel assigned to the radio desk, NJ TRANSIT may make such an assignment provided there are at least six (6) sworn agreement personnel assigned to the radio desk position.

Effective January 1, 1996, anytime it is deemed appropriate to have non-bargaining unit personnel assigned to the radio desk, NJ TRANSIT may make such an assignment provided there are at least five (5) sworn agreement personnel assigned to the radio desk position.

NJ TRANSIT

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

This memorandum of understanding constitutes the elements of the Collective Bargaining Agreement reached between the undersigned on , 19 .

June 11, 1991

FOR THE POLICE BENEVOLENT ASSOCIATION

By:

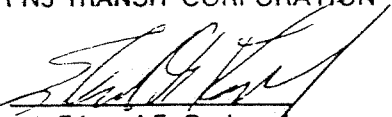

Jeffrey Schaedel
President

By:



Andrew Keelan
Vice President

FOR NJ TRANSIT CORPORATION

By:


Edward F. Butler, Jr.
Deputy General Manager
For Administration

By:


David McDaid
Director of Labor Relations



NJ TRANSIT

NOTES

(Intentionally left blank for your notes.)

9/5
C.R.

NJ TRANSIT

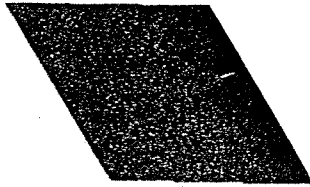
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May 20, 1991

Mr. John Napolitano
President
Policemen Benevolent Association
One Teresa Court
Moonachie, New Jersey 07074

Dear Mr. Napolitano:

To the extent permitted by law, NJ TRANSIT agrees that (1) it shall continue to exclusively assign to members of PBA Local 304 all police work they performed as of the effective date of this Agreement, as well as the police work on the Newark City Subway system to the extent NJ TRANSIT deems appropriate and (2) that it shall not engage the use of security guards at any of these locations except for work at Meadows Maintenance Complex, Woodridge shop and stores and Orange freight house and stores.

The parties agree that heretofore fare monitoring has not been construed as police work and has not been handled by police personnel.

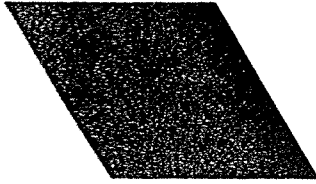
Very truly yours,

Roger Nutt
Deputy Executive Director

D. C. Agrawal
Assistant General Manager

I CONCUR:

John Napolitano
President



May 20, 1991

Mr. John Napolitano
President
Policemen Benevolent Association
One Teresa Court
Moonachie, New Jersey 07074

Dear Mr. Napolitano:

It is hereby understood and agreed that the issue of who has jurisdiction to perform Police and Security work on the Atlantic City Rail Line and the Atlantic City Rail Terminal is currently pending before a Public Law Board. The PBA hereby agrees to withdraw said issue from the Board and not raise the issue again until on or after May 15, 1994 at which time issue shall be subject to negotiation between the parties to the extent permissible by law. It is further agreed that should the issue not be resolved at negotiation between the parties the PBA waives its right to take this matter to binding Interest Arbitration under the Rules of The New Jersey Public Employment Relations Commission.

Very truly yours,

Roger Nutt
Deputy Executive Director

D. C. Agrawal
Assistant General Manager

I CONCUR:

John Napolitano
President



TO: Geoffrey M. Schaedel
President, PBA Local #304

FROM: Mary F. Rabadeau
Chief of Police

DATE: October 30, 1995 File: 040.450 & 045.401

SUBJECT: Posting of 1996 Agreement Positions and 1996 Vacation Selection

I. POSTING OF AGREEMENT POSITIONS FOR 1996 REGULAR PICK:

- A. The posting of agreement positions for 1996 are outlined below. The new position selections will become effective on the first day of the second payroll period in 1996.

The following is a list of dates relative to the selection process of agreement positions for the calendar year 1996:

- Post the Jobs: Friday, September 01, 1995
- Jobs Close: Friday, September 22, 1995
- Post the Awards: Friday, September 29, 1995
- Jobs Effective: Saturday, January 14, 1996

- B. Probationary personnel will be allowed to bid on positions during the regular pick only if their expected date of permanent appointment falls between September 1st and the effective date of the new position selection. All other probationary personnel whose expected dates of permanent appointment do not fall between September 1 and the effective date will be assigned a position until the next eligible selection process. With respect to these assignments, no grievances may be advanced by employees other than those receiving those assignments.

- C. The above Section I, will amend Article XXIII, Section 1 (a) and (c), page 39 of the current PBA/NJ TRANSIT contract agreement, only to the extent that the above is inconsistent with the contract.

II. VACATION SELECTIONS FOR 1996

A. The following guidelines will be used for the various listed Commands for the 1996 agreement vacation selection process. The process for vacation selection to start on Monday, October 2, 1995.

1. Members of each command or unit listed below will make their selections independently as indicated on page 2 and page 3.
2. Each command or unit will make their selection independently of each other command except Broad Street and Penn Station. Broad Street and Penn Station will select as one unit.
3. Officers will be making their vacation selection according to their present rank.

B. COMMAND/UNITS:

1. ATLANTIC CITY COMMAND:

- a. One (1) Supervisor and one (1) Police Officer off at any given time, with no overlapping of days.

2. LONG BRANCH SUB-STATION:

- a. One (1) Police Officer off at any given time, with no overlapping of days.

3. DETECTIVE(S) AND ANTI-CRIME UNIT:

- a. One (1) Supervisor and one (1) Detective or ACU Officer off at any given time, with no overlapping of days.

4. OPERATIONS SUPPORT:

- a. One (1) Supervisor and one (1) Police Officer off at any given time, with no overlapping of days.

5. TRAINING UNIT:

- a. One (1) officer off at any given time, with no overlapping of days.

6. CENTRAL COMMUNICATIONS CENTER:

- a. One (1) Supervisor and one (1) Police Officer off at any given time, with no overlapping of days.

7. BROAD STREET STATION AND PENN STATION, NEWARK:

- a. One (1) Lieutenant off at any given time, with no overlapping of days.
- b. One (1) Sergeant off at any given time, with no overlapping of days.
- c. There will be a maximum of two (2) Police Officers permitted on vacation each day between the Penn Station and Broad Street Station Command during the months of June, July, August and December, with no overlapping of days.
- d. There will be a maximum of three (3) Police Officers on vacation each day between the Penn Station and Broad Street Command during the months of January, February, March, April, May, September, October and November, with no overlapping of days.
- e. Staff personnel for Broad Street and Penn Station will not be included with the above selection process. Broad Street and Penn Station may have one (1) staff officer off at any given time, with no overlapping of days.

Letter of Agreement
Between PBA 304 & NJ TRANSIT
October 30, 1995
Page 4 of 4

- C. The above Section II, will amend Article XXV, Vacation, of the current PBA/NJ TRANSIT contract agreement, only to the extend that the above is inconsistent with that contract.

I CONCUR:

Geoffrey M. Schaedel 10-30-95
Geoffrey M. Schaedel Date
President, PBA 304

Mary F. Rabadeau 10/30/95
Mary F. Rabadeau Date
Chief of Police