

AGREEMENT

**For the period from July 1, 2008
through June 30, 2010**

between

**NJ TRANSIT BUS OPERATIONS, INC.
and
AMALGAMATED TRANSIT UNION
NEW JERSEY COUNCIL**

**Division nos. 819, 820, 821, 822,
823, 824, 825, and 880**

FIELD SALARIED EMPLOYEES

7/1/08-6/30/10

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AGREEMENT

This agreement made this 1st day of Jan, 2009 by NJ TRANSIT Bus Operations Inc., a body politic and corporate of the State of New Jersey, hereinafter called the Company, party of the first part, and the Amalgamated Transit Union, New Jersey State Joint Council and Local Division Nos. 819, 820, 821, 822, 823, 824, 825, and 880, 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 Divisions affected by such sale, transfer or lease.

In the event that NJ TRANSIT Bus Operations Inc. or a subsidiary corporation of NJ TRANSIT Bus Operations Inc. acquires a bus company as a subsidiary corporation in which it has substantial interest and the subsidiary has routes competing with NJTBUS 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

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 unit previously certified by the National Labor Relations Board.

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

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.

A. 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 their 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 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 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 meeting 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 any Division or the State Council of the Union, or Company, to a temporary arbitration board of two, provided, however, that such request shall have been made within ninety (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 determination of the dispute or grievance arising out of the interpretation, application or operation of the provisions of the 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 Field Salaried and General Office Clerical Agreements:

It is the understanding of the parties that action taken by an employee 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 an employee has been subject to discipline by reason of the performance of their Company duties. If the panel finds that an 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 the employee or any action taken or recommended was proper so long as it arose out of the performance of their Company duties.

B. 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 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 determine the facts of the case. Where existing laws automatically provide for suspension of driver's license, they will, of course, be observed. Effective March 31, 2007, all one-day suspensions shall be administrative only.

4. Immediate and Delayed Discipline:

Effective March 31, 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 1B(1).

5. **Expungement of Discipline:** Effective March 31, 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 an employee is 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. When discipline is applied, effective March 31, 2007, any suspension or termination of services shall be effective immediately as provided in Section B.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 Incident Report 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 representative, who shall then make a signed acknowledgement that they have received a copy.

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

When it is established that an employee is 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 March 31, 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 March 31, 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 1B(4), above.

C. 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 thirty, (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.

D. CHECK OFF

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.

The regular dues of pensioned employees who are members of the Union shall be deducted from the pension payments each month and be remitted to the proper officials of the Union.

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.

E. 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

that the employee may authorize to be deducted shall be agreed to by the Union and the Company. Employees shall be permitted to have a schedule of Credit Union Deductions of their own choosing. Credit Union will be defined as authorized Credit Unions of each Local, 819, 820, 821, 822, 823, 824, 825 and 880.

F. C.O.P.E. DEDUCTIONS

The Company shall deduct from the pay of its employees, as may be members of the Union, an amount authorized by the employee, and same shall be remitted to the International Office of the Amalgamated Transit Union.

G. 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/she shall be reimbursed within ten (10) days after the shortage is brought to the Company's attention.

SECTION 2 – WORKING CONDITIONS

A. WORK WEEK

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

B. OVERTIME

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, that claim giving the larger amount shall apply. All field salaried employees' work at straight or overtime rates shall be performed by salaried employees except:

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

C. SPREAD TIME

Employees having swing assignment shall be paid additional half-time for work after completion of ten (10) hours and thirty (30) minutes span at 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 for eight (8) hours. If they report and the work is canceled, they shall be paid two (2) hours at time and one-half. If work is canceled before the employee leaves home, the Employee is paid one (1) hour.

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.

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

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. POSTING OF FIELD SALARIED RELIEF JOBS

All field salaried relief jobs shall be posted for bidding purposes with an added provision notifying applicants of the requirement to work in areas outside of that local Union Division, but within the same Company Division, during any period in which no scheduled work is available within the applicant's local Union Division.

SECTION 3 – ALLOWANCES

A. MEAL ALLOWANCE

Effective January 4, 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 in their daily assigned hours;
2. a salaried employee is given additional work that extends beyond their regular meal hour;
3. a salaried employee works five (5) hours in addition to his regular working period.

If a meal allowance becomes available on more than one basis, only one meal shall be allowed.

All payments under this Section will be included in the employee's normal payroll check.

B. EXPENSES /FINGERPRINTING COST

Expenses incurred while in the line of duty shall be refunded by the Company on the day incurred when possible, otherwise within 48 hours. Effective March 31, 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.

C. 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.

D. UNIFORMS

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 any employee who was never issued a uniform, who becomes 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 the first pay day in April 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.

Effective with the Uniform Allowance payable in April 2006, the full uniform allowance will be increased from \$375.00 to \$400.00, \$325.00 of which will be paid in

the form of a voucher, and \$75.00 by check, each of which will be paid on the first pay day of April of each year.

Effective with the Uniform Allowance payable in April 2007, the Uniform Allowance will be increased to \$425.00, three Hundred twenty-five (\$325.00) of which will be in the form of a voucher, and one-hundred (\$100.00) by check, both of which will be paid on the first Friday of April each year. The Company Uniform Allowance can also be used for Company approved shoes and belts.

SECTION 4

A. SENIORITY

For the purpose of this Agreement, seniority shall mean length of service in a field salaried position in a garage, city subway or department. Any seniority obtained in a General Office salaried position or 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 or General Office salary-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.

B. IN THE EVENT OF A LAY-OFF

In the event of a lay-off, the seniority principle shall be applied in the following manner:

1. The salaried employee affected in Group 1 or in Group 2 as designated in Paragraph D. **VACANCIES**, with the greater seniority shall "bump" any employee in any classification with less seniority within the Company Division.

2. The salaried employee with the lowest seniority in Company's Division may "bump" in any of the Company's garages in the state, until the lowest man in seniority is laid off.

Interested employees shall make application by letter to the Division Manager of the Company within three (3) working weekdays after position is posted. All applications received shall be reviewed by representatives of the Company and the Union to determine whether the applicant has the fundamental background and experience in such work to qualify and that the position to be filled is so situated as to be environmentally acceptable.

3. Salaried employee must be able to do the work performed by the employee that is being "bumped" or replaced. The employee's ability to do the work will be determined pursuant to the next to last paragraph of Section 4D – Vacancies.
4. Any salaried employee so transferred on account of a lay-off shall retain their then existing seniority at the new location for all purposes.
5. A salaried employee shall have the right to return to their original job* when a vacancy occurs in their classification. Otherwise the salaried employee shall sign a waiver to stay at the new location relinquishing all claim to seniority at their original location. ***For purpose of clarification, it is agreed that original job means the same title, the same location, the same work hours. Same hours will also include any change of less than two (2) hours in a work assignment.**

C. RETURN TO FORMER POSITION

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

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

D. VACANCIES

For the purpose of filling vacancies, seniority is defined as the salaried employee's service in the Company division in his classification of work.

When a vacancy or vacancies occur the Company shall post a notice thereof on the garage and department bulletin boards in the Company division 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 his/her Supervisor or designee within that period.

1. Salaried employees now classified as Starters, Station Masters A, Station Masters C, Depot Masters A, Depot Masters B, Depot Masters C, Roadmen A and B, and Inspectors A and B may make application as set forth above for any vacancies occurring in these classifications.
2. Salaried employees classified as Station Clerks, District and Garage Clerks, Division Clerks, Special Typists, Ticket Agents, Depot Clerks and Parking Lot Men may make application as set forth above for any vacancies occurring in these classifications.

At the same time that applications are received for vacancies in Group 1, employees in the second group, and employees under the hourly-rated and General Office contracts also may submit applications.

When no acceptable applications (as decided by Company and Union representatives) are submitted by personnel in Group 1, then consideration shall be given to other applications in the following order:

1. Applications by employees in Group 2
2. Applications by hourly-rated employees
3. Applications by salaried General Office employees

All applications received from employees in Group 2, and from the hourly-rated and General Office 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.

The decision of the Company and Union representatives regarding applications received from Group 2, hourly-rated, and General Office employees shall be final and not subject to appeal.

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.

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, the 30-day trial period shall not apply. Employees failing to qualify shall return to their former classification, and shall have the right to rebid after twelve (12) months.

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

E. NEW WORK

The Company shall meet with the State Council 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 State Council with copies of the information which was submitted to all interested bidders. This information will be supplied to the State Council as soon as possible after the Company receives same. In the event the Company and the State Council are able to agree upon a proposal for the bidding of new work, said agreement will be incorporated into the main agreement as a supplemental thereto.

SECTION 5 – CLASSIFICATION AND SALARIES

A. WEEKLY SALARY RATES

Wage rates for all positions covered by this Agreement will be based upon length of service, and shall depend upon whether the employee was hired before or after April

20, 1985. The applicable wage rates for all employees covered by this Agreement are fully set forth in Appendix "D".

In connection with the bidding for vacancies, no employee moving to a higher position having progression steps or to a position where top rate is equal will be required to take a reduction in salary but shall hold his present salary rate until progression moves him into a higher bracket. Daily-rated employees shall qualify for a weekly rate 5 x daily rate at the end of twelve (12) months employment if sickness record is satisfactory to the Company.

Garage Clerks: Effective February 27, 2003, all employees in the title of "Garage Clerk" shall receive a \$5.00 per week wage increase. The parties agree to meet to establish a committee that will determine revised job duties and qualifications for the Garage Clerks, and will further establish a training program for Garage Clerks. All those in the title of Garage Clerk as of February 27, 2003 will be grandfathered in the position. Upon completion of the training program and the assumption of the revised duties, Garage Clerks shall receive an additional \$10.00 per week wage increase.

Effective July 2, 2005 all employees in the title of "Garage Clerk" shall receive a \$10.00 per week wage increase

B. 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 bypass initial progression steps in a higher classification.

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

Exceptional ability shall be recognized.

C. SEASONAL EMPLOYEES

Seasonal employees may be employed, namely, Ticket Seller, in the period May 15 to September 15, inclusive.

Classification specifications for this position have been included in "Specifications – Various Salaried Classifications."

The employment of seasonal employees shall be kept to a minimum.

SECTION 6 – GENERAL PROVISIONS

A. VACATION

The Company agrees to grant one (1) week's vacation and pay one (1) basic week's salary to all salaried employees with one (1) year of service. The Company agrees to grant two (2) week's vacation and to pay twice the basic week's salary to all salaried employees with two (2) years of service. The Company agrees to grant three (3) week's vacation and to pay three times the basic week's salary to all salaried employees with five (5) years of service. The Company agrees to grant four (4) week's vacation and to pay four times the basic week's salary to all salaried employees with ten (10) years of service. The Company agrees to grant five (5) week's vacation and to pay five times the basic week's salary to all salaried employees with twenty (20) years of service. The Company agrees to grant six (6) week's vacation and to pay six times the basic week's salary to all salaried employees with thirty (30) or more years of service.

Vacations are to be chosen on a combination of classification and location seniority.

An employee voluntarily transferring to another location will be required to repick any remaining vacation at the new location. This does not apply to an employee bidding to follow his/her work.

Vacations allowance will be earned on an employee's anniversary date. In order to be eligible for vacation, the employee must have worked a minimum of 75% of his/her scheduled work days in the year preceding the vacation period.

B. HOLIDAYS

Salaried 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, Veterans' Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all salaried employees who have completed six (6) months of employment.

Those who work on these days shall receive the basic day's pay at straight time and, in addition, pay for any work performed, all in accordance with regular contract provisions.

Salaried employees assigned or requested to work and failed to do so, without proper excuse shall receive no compensation for such holiday or holidays.

Those salaried employees who have completed six (6) months of employment and who do not work on these holidays shall be paid at straight time rates for eight (8) hours.

An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay.

If a Holiday falls on a Saturday, the Friday before will be designated the Holiday. If the Holiday falls on a Sunday, the Monday will be designated the Holiday.

When a holiday occurs on Monday, Tuesday, Wednesday, or Thursday, pay day on Friday shall begin at 7:00 a.m., and paychecks shall be released by the Cash Management's Office at 12 midnight.

C. ATTENDING HEARINGS

If salaried employees are subpoenaed to testify in 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 salary 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 a normal day's salary at time and one-half but they shall not be entitled to a witness fee in addition. Salaried 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 a basic day's salary for each such day.

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

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

D. PHYSICAL EXAMINATION

The Company shall have the right to require of any salaried employee to submit to a physical examination at any time at the expense of the Company.

E. FREE TRANSPORTATION

All salaried employees, including pensioners, will be furnished free transportation. Also free transportation will be furnished pensioners' spouses and pensioners' surviving spouses residing in the Company's service area until surviving spouses remarry, on all service provided by NJ TRANSIT Bus Operations Inc.

All 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.

F. SAFETY AND HEALTH

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

The Company shall procure for all salaried employees \$100,000 Felonious Act Insurance coverage for Accidental Death and Dismemberment and Permanent and Total Disability subject to the insurer's terms and conditions.

The Company will reimburse any employee who sustains a loss of personal property, including cash not to exceed \$25, 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.

G. RECALL FROM LAY-OFF

1. In the event of a lay-off, no employee shall be required to bump from one Company division to another Company division in order to protect his recall rights.

2. The employee with the most seniority will be the first to be recalled.

3. If recalled in original location, the employee must accept or will no longer be an employee of the Company.

4A If recalled in a location other than the employee's own, that employee may exercise an option to remain on lay-off until an opening occurs in original location. However, by doing so, that employee is then eligible for recall in original location only, in accordance with seniority, and within the eligibility period as specified in paragraph 5 or 6 whichever is applicable.

4B If the employee accepts recall to a location other than the original location, the employee retains the right to return to the original location when an opening occurs. However, if the employee chooses to remain at the location to which recalled, the employee shall sign a waiver relinquishing all claims to seniority rights at the original location.

5. 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.

6. 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.

7. 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 receives in the event of lay-off and rehire, unless a specific agreement is reached between the Company and the Union.

8. If in the event of a lay-off in accordance to section 4B, an employee returns to the employee's former position, because there is no one lower in seniority to bump within the Company Division, the employee will be entitled to the same recall rights as stated in

this section except if recalled in original location, the employee must accept or shall sign a waiver relinquishing all claims to recall rights.

H. SALARIED EMPLOYEE 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 "The Retirement Plan for NJ TRANSIT Bus Operations Inc. Amalgamated Transit Union Employees," ("The Plan").

(b) As of July 1, 1991, employees with a combination of age and years of service totaling (80), will be entitled to retire at 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:

- (1) **Pension Benefits:** Except as provided below, for employees retiring on or after July 1, 2000, 2.00% for each year of service multiplied by the average of the highest 3 years earning in the last 10 years of service shall be used in calculating pensions. This pension multiplier will increase from 2.00% to 2.125% for employees retiring on or after July 1, 2007. In addition, the following adjustments shall be made concerning pension benefits:
 - a. For those retirees that have a retirement date that is prior to March 31, 2007, an increase of 5.00% to their monthly pension benefit beginning July 1, 2007.
 - b. For those current employees with a retirement date effective between March 31, 2007 and June 28, 2007, an increase of 7.50% over the monthly pension benefit that they would have received but for this Agreement
- (2) **Pre-Retirement Survivorship:** The penalty for selecting the pre-retirement survivorship option shall be eliminated for all active employees.

- (3) **Disability Pension**: Effective March 31, 2007, the minimum disability pension 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.
- (4) **Plan Funding**: The funding of the pension plan shall be based on a new 30 year amortization effective July 1, 1993. The Company shall contribute monthly, 1/12 of the annual cost as determined by the plan actuary.
- (5) **Retirement Committee**: The Retirement Committee shall consist of six (6) persons – three (3) appointed by the Company and three (3) appointed by the Union.
- (6) **Husband and Wife Pension**: Employees under age 55 who retire with the rule of 80, or on a disability pension, will be allowed to choose a “Husband & Wife pension”. Effective January 12, 1989, if an employee retires that has 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.
- (7) **Survivorship Option**: Effective July 1, 1993, 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 survivorship option.
- (8) **Employee Contribution**: Effective February 15, 2007, all full-time employees as of March 31, 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 March 31, 2007, any full-time employee hired after March 31, 2007, or any employee moving from part-time to full-time after March 31, 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. **Welfare Plan:** Except as provided in paragraph 3, below, employees shall be entitled to all sick benefits and insurance as provided by "The Welfare Plan of NJ TRANSIT Bus Operations Inc. for Amalgamated Transit Union Employees" as affecting permanent salaried employees.

3. **Sick Benefits:**

(1) Temporary disability (sick leave) benefits for all employees hired after March 1, 1972, who have not completed their probationary period, shall conform to those available to Class A employees with a three (3) day waiting period. 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 benefits shall be paid at the rate of \$510.00 per week. Effective July 4, 2009, sick leave benefits shall be paid at the 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; clerical hourly rate x 35 hours.)

(2) Employees hired or entering the Bargaining Unit after January 12, 1989, will be entitled to the same sick benefits as those provided for in the Hourly Contract under Article 16L(3), provided, however, that no weekly sick benefit shall exceed an employee's weekly salary.

(3) Sick Days-Employees are entitled to four paid sick days each 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.

(4) The following are also applicable to paid sick days provided pursuant to this Section:

- a. Paid sick days will be full days. (No partial sick days)
- b. 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.
- c. Employees will be reimbursed for any of the four (4) unused paid sick days during January of the following year.
- d. During the period of the Agreement, the Company shall not suspend its Welfare Plan, embracing insurance, sick 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. **Life Insurance:** Effective July 1, 1999 a \$20,000 term life insurance policy shall be provided to all active employees who have completed one year of service. Such insurance shall terminate upon termination of active employment.

No salaried employee or officer or committee member of the Union shall be entitled to benefits under more than one Union Agreement.

5. **Medical Coverage:**

- (a) The Company agrees to pay 85% of the premiums of its approved Hospitalization Plan and/or Medical-Surgical Plan for employees' single, sole parent and children, husband and wife, and family contracts for all employees

commencing 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% Company payment made towards the Blue Select Premium. The Company agrees to pay 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 deductible for family, based on contract year.

(g) Catastrophe coverage will be unlimited.

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

(i) The Company has the right to change Insurance Carriers provided such change will result in equal or better than coverage.

(j) The following Cost Containment Provisions shall be included along with Standard Provisions 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.

(k) All premiums for health coverage paid by employees shall be with pretax 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).

6. **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 contributions, 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 March 24, 1987, shall be paid 85% by the Company and 15% by the employee.

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

8. **Drug Prescription Plan:** Company will provide active employees with at least 90 days of service a Drug Prescription Plan (including contraceptives) for family. Further provide said Drug Prescription Plan shall not cover Cosmetic Drugs, but will include a **mandatory** mail order drug program. Company to pay full premium, for a

\$5.00 co-pay plan. 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 the active employees and those retired employees entitled to the coverage. There will be no Company contribution towards this coverage.

9. **Death in Family:** When a death occurs in an employee's immediate family (spouse, domestic partner, civil union partner, child, mother, father, brother, sister), and if he or she attend the funeral, such employee 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. Employee 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 days falling on a paid holiday or on regular day or days off.

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. **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 Law.

I. LEAVE OF ABSENCE

Employees suspended from employment after January 1, 1985, because of revocation of their driver's license 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. The employee will return to their prior location after leave of absence.

The Company agrees that all Officers or Committee members of the Union shall have preference over all salaried employees in getting leave of absence when doing business for the Union. Any member 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.

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 the 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, except for General Office Employees which will be a maximum of seven (7) 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 the Computation of pensions of employees who are occasionally engaged in labor negotiations and other Union work involved 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.

J. DISABILITY

When a salary-rated employee with ten (10) or more years of service, because of disability, except when such disability arises out of and in the course of an employment for an employer other than NJ TRANSIT Bus Operations Inc. is unable to continue working at such regular assignment but is approved for light work, the Company will carry the employee for the current period of sick benefits until such time as work may be found for the employee in any of the salaried classifications listed in the contract.

K. DURATION OF CONTRACT

This Agreement is effective as of July 1, 2008 and shall remain in effect through June 30, 2010 and yearly thereafter. Either party desiring changes shall at least sixty (60) days prior to the 30th day of June, 2008 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 addition, the Company shall provide a contract booklet to all employees.

L. COOPERATION

All salaried 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 will cooperate in every practicable manner with the management in the effective 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.

M. 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 of new specifications and shall negotiate with the Union concerning any changes to be made therein.

N. TAX DEFERRED SAVINGS PROGRAM

The Company provides a tax deferred savings program for all employees covered under this agreement.

O. DIRECT DEPOSIT

The Company will offer direct deposit of pay for all employees covered under this agreement.

P. PAYROLL DEDUCTIONS

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

SECTION 7 - ATTENDANCE POLICY

(TIC, MAINTENANCE, CLERICAL, FIELD SALARY AND TRANSPORTATION)

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 September 23, 2008] 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 (TIC, Transportation, Clerical, 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.) **TIC:** Employees are assessed a "Late Arrival" at TIC if they are not logged into the ACD system within five (5) minutes of their scheduled start time. An employee logged in more than five (5) minutes after the start of their shift *or*, returning late from a lunch break is considered a "Late Arrival".

(B.) **Maintenance; Clerical; 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.

(C.) [Effective September 23, 2008] **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 ¶ (c)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(C)(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:

6 th Occurrence	Counsel [Effective September 23, 2008]
8 th Occurrence	Warning
10 th Occurrence	1-day Suspension (Administrative)
13 th Occurrence	3-day Suspension
16 th Occurrence	5-day Suspension
19 th Occurrence	10-day Suspension with final warning
20 th Occurrence	Discharge

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

[Effective September 23, 2008]

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 1A and B (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 1A and 1B 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 1A and 1B 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 1A and 1B 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 1A and 1B 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 1A and 1B 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 1A and 1B of the Labor Agreement.
 - After the First Step for a discharge, only Occurrence #20 may be challenged and grieved as provided under Section 1A and 1B 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 1A and 1B 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 nineteen (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 (2) 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 two (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. a. Family Death: Paid absences for a verifiable death in the family shall not be counted as Occurrences under this Attendance Policy.
 - b. [Effective September 23, 2008] 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 (Hourly Agreement: Section 16L-10 first two lines; Field Salary Agreement: Section 6H-9 first two lines; Clerical Agreement: Section 6G-9 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. Absences for Vacations, Holidays where the employee is not scheduled to work, instances where NJTBO management requires an employee to go to medical (Hourly Agreement: Section 16G; Field Salary Agreement: Section 6D; Clerical Agreement: Section 6E), Union Leave of Absence (Hourly Agreement: Section 16M-1; Field Salary Agreement: Section 6I; Clerical Agreement: Section 6H), Attending Hearings (Hourly Agreement: Section 16F; Field Salary Agreement: Section 6C; Clerical Agreement: Section 6C), Cancellation of Work (Hourly Agreement: Section 4F), Maternity Leave (Hourly Agreement: Section 16L-12; Field Salary Agreement: Section 16H-11; Clerical Agreement: Section 6G-10), 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 (Hourly Agreement: Section 16M-3; Field Salary Agreement: Section 6I; Clerical Agreement: Section 6H) shall not be counted as Occurrences under this Attendance Policy.
9. [Effective September 23, 2008] 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 September 23, 2008] 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 September 23, 2008] 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 the Labor Agreement (Hourly Agreement: Section 16O; Field Salary Agreement: Section 6H3; Clerical Agreement: Section 6K), 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 "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 work assignment or 8 hours straight time pay whichever is greater), or a payment of \$200.00, to employees 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, 2007 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 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 "B"

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 the 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 16-F Attending hearings.
 - h. Paid absence under 16L-9 (Death in Family).
 - i. Absence for which Worker's Compensation Benefits or Benefits under 16C are paid.
 - j. Absences 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 "C"

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. Worker's Compensation.
5. Jury Duty.
6. Approved Military Duty.
7. Cancellation of Work.
8. Absence under Section 16F – Attending Hearing.
9. Paid absence under Section 16L-9 – Death in Family.

APPENDIX "D"
CLASSIFICATION AND SALARIES
WEEKLY SALARY RATES

APPENDIX "D"

POSITION

CLASSIFICATION

DEPOT MASTER A

3087

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$1,021.37	\$1,021.37
SECOND 6 MONTHS	\$1,063.23	\$1,063.23
THEREAFTER	\$1,098.06	\$1,098.06

DEPOT MASTER B

3088

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$989.22	\$989.22
SECOND 6 MONTHS	\$1,027.30	\$1,027.30
THEREAFTER	\$1,063.23	\$1,063.23

DEPOT MASTER C

3089

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$957.56	\$957.56
SECOND 6 MONTHS	\$989.22	\$989.22
THEREAFTER	\$1,021.85	\$1,021.85

INSPECTOR A

3134

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$989.29	\$989.29
SECOND 6 MONTHS	\$1,027.30	\$1,027.30
THEREAFTER	\$1,063.23	\$1,063.23

INSPECTOR B

3135

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$957.56	\$957.56
SECOND 6 MONTHS	\$989.22	\$989.22
THEREAFTER	\$1,021.85	\$1,021.85

STARTER

3096

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$943.61	\$943.61
SECOND 6 MONTHS	\$982.09	\$982.09
THEREAFTER	\$1,021.85	\$1,021.85

TICKET AGENT A

3138

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$796.74	\$796.74
SECOND 6 MONTHS	\$822.27	\$822.27
THIRD 6 MONTHS	\$854.14	\$854.14
FOURTH 6 MONTHS	\$882.92	\$882.92
THEREAFTER	\$914.35	\$914.35

TICKET AGENT B 3139

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$758.11	\$758.11
SECOND 6 MONTHS	\$783.50	\$783.50
THIRD 6 MONTHS	\$810.23	\$810.23
FOURTH 6 MONTHS	\$839.22	\$839.22
THEREAFTER	\$874.41	\$874.41

DEPOT CLERK A (DAILY) 3140

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$151.31	\$151.31
SECOND 6 MONTHS	\$156.24	\$156.24
THEREAFTER	\$161.64	\$161.64
(WEEKLY)	\$808.20	\$808.20

DEPOT CLERK B (DAILY) 3141

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$140.66	\$140.66
SECOND 6 MONTHS	\$145.80	\$145.80
THEREAFTER	\$151.15	\$151.15
(WEEKLY)	\$755.75	\$755.75

DIVISION CLERK 3086

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$610.14	\$610.14
SECOND 6 MONTHS	\$637.07	\$637.07
THIRD 6 MONTHS	\$663.38	\$663.38
THEREAFTER	\$693.85	\$693.85

DISTRICT & GARAGE CLERK 3304

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$615.81	\$615.81
SECOND 6 MONTHS	\$642.75	\$642.75
THIRD 6 MONTHS	\$669.06	\$669.06
THEREAFTER	\$699.46	\$699.46

DISTRICT & GARAGE CLERK (TRAINED) 3344

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$637.45	\$637.45
SECOND 6 MONTHS	\$664.38	\$664.38
THIRD 6 MONTHS	\$690.69	\$690.69
THEREAFTER	\$721.09	\$721.09

EMPLOYEES HIRED BEFORE APRIL 20, 1985

PARKING LOT MAN (DAILY)

3117

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$146.60	\$146.60
THEREAFTER	\$156.24	\$156.24
(WEEKLY)	\$781.20	\$781.20

SEASONAL EMPLOYEES :

TICKET SELLER

1102

	7/5/2008	7/4/2009
	\$611.89	\$611.89

TIC/PKG EXP CLERK

1102

	7/5/2008	7/4/2009
	\$611.89	\$611.89

RESERVATION CLERK

1101

	7/5/2008	7/4/2009
	\$563.65	\$563.65

INACTIVE POSITIONS

STATION MASTER A

3090

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$974.66	\$974.66
SECOND 6 MONTHS	\$1,011.30	\$1,011.30
THEREAFTER	\$1,047.87	\$1,047.87

STATION MASTER C

3092

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$934.53	\$934.53
SECOND 6 MONTHS	\$970.00	\$970.00
THEREAFTER	\$1,005.14	\$1,005.14

ROADMAN A

3136

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$998.73	\$998.73
SECOND 6 MONTHS	\$1,036.52	\$1,036.52
THEREAFTER	\$1,073.94	\$1,073.94

ROADMAN B

3137

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$963.73	\$963.73
SECOND 6 MONTHS	\$1,000.36	\$1,000.36
THEREAFTER	\$1,036.52	\$1,036.52

EMPLOYEES HIRED BEFORE APRIL 20, 1985

DEPOT CLERK C (DAILY)

3142

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$130.82	\$130.82
SECOND 6 MONTHS	\$135.28	\$135.28
THEREAFTER	\$140.65	\$140.65
(WEEKLY)	\$703.25	\$703.25

DIVISION CLERK - SECRETARIAL

3143

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$743.99	\$743.99
SECOND 6 MONTHS	\$770.43	\$770.43
THIRD 6 MONTHS	\$796.74	\$796.74
THEREAFTER	\$822.27	\$822.27

DISTRICT & GARAGE CLERK - SENIOR

3302

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$754.34	\$754.34
SECOND 6 MONTHS	\$780.78	\$780.78
THIRD 6 MONTHS	\$807.09	\$807.09
THEREAFTER	\$832.62	\$832.62

CONSOLE OPERATOR (SOUTHERN)

3120

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$608.01	\$608.01
SECOND 6 MONTHS	\$625.82	\$625.82
THIRD 6 MONTHS	\$645.19	\$645.19
THEREAFTER	\$667.56	\$667.56

WORKING FOREMAN

3307

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$1,021.37	\$1,021.37
SECOND 6 MONTHS	\$1,059.73	\$1,059.73
THEREAFTER	\$1,098.06	\$1,098.06

SPECIAL TYPIST

3148

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$699.54	\$699.54
SECOND 6 MONTHS	\$724.45	\$724.45
THEREAFTER	\$749.42	\$749.42

APPENDIX "D"
 POSITION
 CLASSIFICATION

DEPOT MASTER A 3087

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$980.48	\$980.48
SECOND 6 MONTHS	\$1,021.37	\$1,021.37
THIRD 6 MONTHS	\$1,063.23	\$1,063.23
THEREAFTER	\$1,098.06	\$1,098.06

DEPOT MASTER B 3088

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$949.43	\$949.43
SECOND 6 MONTHS	\$989.22	\$989.22
THIRD 6 MONTHS	.027.30	\$1,027.30
THEREAFTER	\$1,063.23	\$1,063.23

DEPOT MASTER C 3089

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$919.24	\$919.24
SECOND 6 MONTHS	\$957.56	\$957.56
THIRD 6 MONTHS	\$989.22	\$989.22
THEREAFTER	\$1,021.85	\$1,021.85

INSPECTOR A 3134

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$949.67	\$949.67
SECOND 6 MONTHS	\$989.29	\$989.29
THIRD 6 MONTHS	\$1,027.30	\$1,027.30
THEREAFTER	\$1,063.23	\$1,063.23

INSPECTOR B 3135

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$919.24	\$919.24
SECOND 6 MONTHS	\$957.56	\$957.56
THIRD 6 MONTHS	\$989.22	\$989.22
THEREAFTER	\$1,021.85	\$1,021.85

STARTER 3096

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$905.80	\$905.80
SECOND 6 MONTHS	\$943.61	\$943.61
THIRD 6 MONTHS	\$982.09	\$982.09
THEREAFTER	\$1,021.85	\$1,021.85

TICKETA AGENT A**3138**

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$764.88	\$764.88
SECOND 6 MONTHS	\$796.74	\$796.74
THIRD 6 MONTHS	\$822.27	\$822.27
FOURTH 6 MONTHS	\$854.14	\$854.14
FIFTH 6 MONTHS	\$882.92	\$882.92
THEREAFTER	\$914.35	\$914.35

TICKET AGENT B**3139**

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$727.86	\$727.86
SECOND 6 MONTHS	\$758.11	\$758.11
THIRD 6 MONTHS	\$783.50	\$783.50
FOURTH 6 MONTHS	\$810.23	\$810.23
FIFTH 6 MONTHS	\$839.22	\$839.22
THEREAFTER	\$874.41	\$874.41

DEPOT CLERK A**3140****(DAILY)**

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$145.25	\$145.25
SECOND 6 MONTHS	\$151.31	\$151.31
THIRD 6 MONTHS	\$156.24	\$156.24
THEREAFTER	\$161.64	\$161.64
(WEEKLY)	\$808.20	\$808.20

DEPOT CLERK B**3141****(DAILY)**

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$134.88	\$134.88
SECOND 6 MONTHS	\$140.66	\$140.66
THIRD 6 MONTHS	\$145.80	\$145.80
THEREAFTER	\$151.15	\$151.15
(WEEKLY)	\$755.75	\$755.75

DIVISION CLERK**3086**

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$585.89	\$585.89
SECOND 6 MONTHS	\$610.14	\$610.14
THIRD 6 MONTHS	\$637.07	\$637.07
FOURTH 6 MONTHS	\$663.38	\$663.38
THEREAFTER	\$693.85	\$693.85

EMPLOYEES HIRED AFTER APRIL 20, 1985

DISTRICT & GARAGE CLERK	3304	
	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$591.56	\$591.56
SECOND 6 MONTHS	\$615.81	\$615.81
THIRD 6 MONTHS	\$642.75	\$642.75
FOURTH 6 MONTHS	\$669.06	\$669.06
THEREAFTER	\$699.46	\$699.46

DISTRICT & GARAGE CLERK	3344	
(TRAINED)	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$613.20	\$613.20
SECOND 6 MONTHS	\$637.45	\$637.45
THIRD 6 MONTHS	\$664.38	\$664.38
FOURTH 6 MONTHS	\$690.69	\$690.69
THEREAFTER	\$721.09	\$721.09

PARKING LOT MAN	3117	
(DAILY)	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$140.69	\$140.69
SECOND 6 MONTHS	\$146.60	\$146.60
THEREAFTER	\$156.24	\$156.24
(WEEKLY)	\$781.20	\$781.20

SEASONAL EMPLOYEES :

TICKET SELLER	1102	
	7/5/2008	7/4/2009
	\$611.89	\$611.89

TIC/PKG EXP CLERK	1102	
	7/5/2008	7/4/2009
	\$611.89	\$611.89

RESERVATION CLERK	1101	
	7/5/2008	7/4/2009
	\$563.65	\$563.65

INACTIVE POSITIONS

STATION MASTER A	3090	
	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$935.65	\$935.65
SECOND 6 MONTHS	\$974.66	\$974.66
THIRD 6 MONTHS	\$1,011.30	\$1,011.30
THEREAFTER	\$1,047.87	\$1,047.87

STATION MASTER C

3092

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$897.10	\$897.10
SECOND 6 MONTHS	\$934.53	\$934.53
THIRD 6 MONTHS	\$970.00	\$970.00
THEREAFTER	\$1,005.14	\$1,005.14

ROADMAN A

3136

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$958.80	\$958.80
SECOND 6 MONTHS	\$998.73	\$998.73
THIRD 6 MONTHS	\$1,036.52	\$1,036.52
THEREAFTER	\$1,073.94	\$1,073.94

ROADMAN B

3137

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$925.25	\$925.25
SECOND 6 MONTHS	\$963.73	\$963.73
THIRD 6 MONTHS	\$1,000.36	\$1,000.36
THEREAFTER	\$1,036.52	\$1,036.52

DEPOT CLERK C

3142

(DAILY)

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$125.62	\$125.62
SECOND 6 MONTHS	\$130.82	\$130.82
THIRD 6 MONTHS	\$135.28	\$135.28
THEREAFTER	\$140.65	\$140.65
(WEEKLY)	\$703.25	\$703.25

DIVISION CLERK - SECRETARIAL

3143

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$714.34	\$714.34
SECOND 6 MONTHS	\$743.99	\$743.99
THIRD 6 MONTHS	\$770.43	\$770.43
FOURTH 6 MONTHS	\$796.74	\$796.74
THEREAFTER	\$822.27	\$822.27

DISTRICT & GARAGE CLERK - SENIOR

3302

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$724.69	\$724.69
SECOND 6 MONTHS	\$754.34	\$754.34
THIRD 6 MONTHS	\$780.78	\$780.78
FOURTH 6 MONTHS	\$807.09	\$807.09
THEREAFTER	\$832.62	\$832.62

EMPLOYEES HIRED AFTER APRIL 20, 1985

CONSOLE OPERATOR (SOUTHERN)

3120

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$583.70	\$583.70
SECOND 6 MONTHS	\$608.01	\$608.01
THIRD 6 MONTHS	\$625.82	\$625.82
FOURTH 6 MONTHS	\$645.19	\$645.19
THEREAFTER	\$667.56	\$667.56

WORKING FOREMAN

3307

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$980.48	\$980.48
SECOND 6 MONTHS	\$1,021.37	\$1,021.37
THIRD 6 MONTHS	\$1,059.73	\$1,059.73
THEREAFTER	\$1,098.06	\$1,098.06

SPECIAL TYPIST

3148

	7/5/2008	7/4/2009
FIRST 6 MONTHS	\$671.63	\$671.63
SECOND 6 MONTHS	\$699.54	\$699.54
THIRD 6 MONTHS	\$724.45	\$724.45
THEREAFTER	\$749.42	\$749.42

TODD GILBERT

3344

	7/5/2008	7/4/2009
	\$921.02	\$921.02

LORRETTA WOODS

3140

	7/5/2008	7/4/2009
	\$185.25	\$185.25

AGREEMENT

THIS AGREEMENT, made this 10th day of Nov, 2009, by and between NJ TRANSIT BUS OPERATIONS, INC., hereinafter referred to as "NJ TRANSIT" and the New Jersey State Council of the AMALGAMATED TRANSIT UNION, hereinafter referred to as "ATU";

WITNESSETH:

WHEREAS, NJ TRANSIT and the Union have settled upon a new Labor Agreement, and

WHEREAS, The Public Employment Relations Commission (PERC) has heretofore determined the negotiability of certain provisions of the prior Labor Agreement (PERC No. 88-74), and

WHEREAS, in printing the New Labor Agreement NJ TRANSIT has proposed to delete certain provisions; which it asserts have been found, by the PERC to be not mandatorily negotiable, and

WHEREAS, the Union is reluctant to allow the printing without such provisions, and

WHEREAS, both parties wish to have the agreement printed as expeditiously as possible,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree with each other as follows:

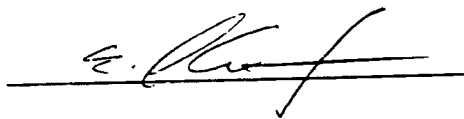
1. The new Labor Agreement will be printed including the provisions which NJ TRANSIT asserts that PERC has determined to be mandatorily not negotiable.
2. Neither NJ TRANSIT or the ATU relinquish any rights they may have pursuant to the PERC No. 88-74.
3. The inclusion of such alleged non-mandatorily negotiated provisions in the new Labor Agreement shall not be considered evidence that NJ TRANSIT has changed its position with regard to these provisions.
4. NJ TRANSIT may still assert that these provisions are not mandatorily negotiable in any grievance which may be brought by the ATU on the provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

ATTEST:

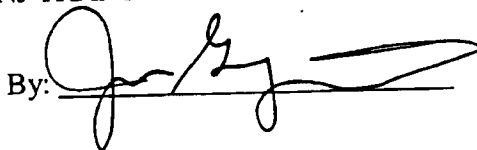


ATTEST:



Date: Nov. 10, 2009

NJ TRANSIT BUS OPERATIONS INC.

By: 

AMALGAMATED TRANSIT UNION

By: 

IN WITNESS WHEREOF, the parties hereto have caused this entire Agreement to be duly executed on this 10 day of Nov, 2009:

ATTEST:

E. Hoff

Date: Nov. 10, 2009

NJ TRANSIT BUS OPERATIONS, INC.

By:

James Gigantino
Vice President, General
Manager of Bus and Light Rail

AMALGAMATED TRANSIT UNION

ATTEST:

E. Hoff

Date: Nov. 10, 2009

By:

John Costa, ATU Chairman
State Business Agent for:

AMALGAMATED TRANSIT UNION
NEW JERSEY COUNCIL

Local 819 Ben Evans
Local 820 Paul Fisher
Local 821 Earl Hardy, Jr.
Local 822 Michele Vigh
Local 823 Nancy Spence
Local 824 Donald Marks
Local 825 Richard Stark
Local 880 Joseph Sullivan

