

~~NJ TRANSIT~~
AGREEMENT
BETWEEN
NJ TRANSIT
AND
PBA LOCAL 304

THIS AGREEMENT, for the period July 1, 2001- June 30, 2006

NEW JERSEY TRANSIT CORPORATION

(hereinafter referred to as "NJT) and

POLICE BENEVOLENT ASSOCIATION

representing

POLICE OFFICERS BELOW THE RANK OF SERGEANTS

(hereinafter referred to as the "PBA')

WITNESSETH:

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

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NJ TRANSIT

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NJ TRANSIT
ARTICLE I
RECOGNITION AND SCOPE

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

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

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

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

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

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

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

STANDING COMMITTEE

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

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

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

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

Uniforms and Equipment

Improving Cooperation and Communications

Efficiency of Operation

Work Schedule

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

NJ TRANSIT
ARTICLE IV
PROMOTIONS

SECTION 1.

(a) Police Officers shall be given consideration for promotions as the opportunity may arise:

Patrolmen will be promoted to Sergeants.

(b) Promotions to the rank of Sergeant shall be determined by a competitive written examination and an oral examination. Written and oral examinations shall be conducted by the New Jersey State Chiefs of Police Association or an independent body agreed to between the parties. In all cases, whether an officer is qualified for promotion shall rest with the Chief of Police after receiving a recommended determination. In the event that the Chief of Police does not accept such recommendation determination, the Chief shall issue a written statement to the candidate setting forth the specific factual basis and reasons for his/her determination that the candidate is not qualified. That body will submit to the Chief of Police raw scores of both the written exams and the oral exams. The Chief of Police will compute an overall final score by adding seventy-five (75) percent of the written and twenty-five (25) percent of the oral scores.

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

(d) 1. Eligibility for participation in examination for Sergeants will be restricted to officers with a minimum of three (3) years of service in the Police Department as of the date of such examination.

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

SECTION 2.

Promotion tests shall be given every other year by posting a notice not less than three (3) months prior to the test date, indicating the date, time and location of where the test will be given.

Police officers, desiring to take the test shall notify the Chief of Police, in writing, no later than fifteen (15) days in advance of a test. A duly accredited representative of the

PBA may be present during any test but he may not participate in nor impede the testing process in any way.

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

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

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

SECTION 3.

Provided that he or she received a minimum score of 60% on the written examination, the highest standing police officer appearing on the promotion list for such rank shall be notified in writing of such promotion and will, within five (5) calendar days, notify the Chief of Police, in writing, of their desire to accept or decline the promotion.

If the highest standing officer on the promotion list declines the promotion, their name will be removed from the promotion list unless the position is located more than 30 highway miles from the Officer's present headquarters and, provided that he or she received a minimum score of 60% on the written examination, the officer with the next highest standing on the promotion list will be offered the promotion.

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SECTION 4.

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

SECTION 5

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

ARTICLE V

PROBATIONARY PERIOD

SECTION 1.

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

ARTICLE VI
PHYSICAL EXAMINATIONS

SECTION 1.

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

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

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

SECTION 2.

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

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

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

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

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

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

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ARTICLE VII

PHYSICALLY INCAPACITATED EMPLOYEES

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

ARTICLE VIII

LEAVE OF ABSENCE

SECTION 1.

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

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

SECTION 2.

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

SECTION 3.

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

ARTICLE IX

WAGES

SECTION 1:

Effective July 1, 2001 the base annual rate for patrolman shall be \$60,000 (representing a 20% equity adjustment) and a 5.5% increase over current wages. The annual rate of pay for Detectives shall be \$63,000, (5% higher than Patrolmen.)

Effective July 1, 2002 the base annual rate of pay for Patrolmen shall be \$61,800 (representing a 3% increase over the prior year.) The base annual rate of pay for Detectives shall be \$64,890, (5% higher than Patrolmen.)

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Effective July 1, 2003 the base annual rate for Patrolmen shall be \$63,654, (representing a 3% increase over the prior year.) The base annual rate of pay for Detectives shall be \$66,837, (5% higher than Patrolmen.)

Effective July 1, 2004 the base annual rate of pay for Patrolmen shall be \$65,564, (representing a 3% increase over the prior year.) The base annual rate of pay for Detectives shall be \$68,842, (5% higher than Patrolmen.)

Effective July 1, 2005 the base annual rate of pay for Patrolmen shall be \$67,859, (representing a 3.5% increase over the prior year.) The base annual rate of pay for Detectives shall be \$71,252, (5% higher than Patrolmen.)

Individuals hired that must be sent to the Academy will not be eligible for overtime for attending any Police Academy for the purpose of receiving Police Training Commission Certification.

For the purpose of overtime the rates to be applied are shown on attached Exhibit A.

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

Months of service	
As Police Officers	
At NJ Transit	% of Base Pay
0-12	80%
13-24	90%
25	100%

~~SECTION 3. New employees entering employment with NJ Transit who are required to undergo training to become a certified police officer shall be paid at 65% 70% of base pay during this six months training period.~~

*Section 2 & 3
voided due to
new wage
progression, no
longer needed*

[Signature]
8/1/03

The section becomes SECTION 2.2

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SECTION 2.2. Effective January 1, 2001, the following wage progression shall be adopted and implemented. ~~Police officers employed on the date of this award shall remain on the existing progression set forth in article IX, section 2, unless they have already achieved their 61st month of employment or until they reach their 61st month of employment.~~

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Eliminated due to new wage progression.

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Months of Service
As Police Officers

At NJ Transit

% of Base Pay

Training	65%
0-12	75%
13-24	85%
25-36	90%
37-48	95%
49-60	100%
61-72	101%
73-84	102%
85-96	103%
97-108	104%
109-120	105%

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ARTICLE X
RETENTION OF BENEFITS

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

ARTICLE XI
LEGAL AID

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

ARTICLE XII
DISCRIMINATION OR COERCION

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

ARTICLE XIII
SAVING CLAUSE

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

ARTICLE XIV
PBA RIGHTS AND PRIVILEGES

SECTION 1.

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

SECTION 2.

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

SECTION 3.

The PBA President or their duly authorized representative shall be permitted a leave of absence with pay to attend the State or National convention of the Policemen Benevolent Association. This leave of absence shall be for a period inclusive of the

duration of the convention with reasonable time allotted for time to travel to and from said convention. In addition, a certificate of attendance to the State or National Convention shall, upon request, be submitted by the representative so attending.

SECTION 4.

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

SECTION 5.

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

ARTICLE XV

SENIORITY

SECTION 1.

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

1. Patrolmen

SECTION 2.

The NJ TRANSIT properties shall constitute a single seniority district.

SECTION 3.

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

SECTION 4.

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

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

names which appeared on the preceding roster and were omitted in error. If the seniority date or relative standing of an employee is changed from that first shown, the employee in question shall be permitted to file protest within sixty (60) days from the date of the change.

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

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

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

SECTION 5.

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

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

ARTICLE XVI

RULES AND REGULATIONS

SECTION 1.

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

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

In the event that a police officer shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or

other superior, NJ TRANSIT shall have the right, at its option, to suspend or discharge the offending police officer, subject only to the rights of the police officer granted by statute or this Agreement. This shall not operate as a stay of suspension or discharge.

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

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SECTION 2. Transit will provide the PBA with 60-day written notice of changes to its rules and regulations whenever such notice is possible. Such notice will not be possible ~~when the employer in its sole discretion, determines that~~ the operational needs of the department require immediate changes to rules and regulations. Such circumstances include, but are not limited to changes in the law, or changes in response to emergent circumstances.

ARTICLE XVII

FUNERAL LEAVE

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

ARTICLE XVIII

MILITARY LEAVE

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

ARTICLE XIX

SICK LEAVE

SECTION 1.

Sick leave is the absence of any employee from work because of illness, accident, contagious disease or necessity to care for a child, spouse or parent when he/she is ill.

SECTION 2.

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

SECTION 3.

Sick leave shall be earned at the rate of 10 hours per month of service up to a maximum of 100 hours per calendar year. Unused sick leave may be accumulated.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

Any portion of sick time balances that is not evenly dividable by ten will be reimbursed at the hourly rate. This is a single occurrence that will be based on remaining sick time after the final payroll of 2001. The payment will be processed in the final payroll of January 2002. Examples of payment are as follows:

Sick Balance	Hours to be Reimbursed
15 hours	5
33 hours	3
78 hours	8

When the one time payment is made, the officer's sick balance will be reduced by the corresponding number of hours.

ARTICLE XX

GRIEVANCE PROCEDURE

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

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

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

(2) Grievances not resolved at step one may be appealed to the Chief of Police, in writing, within fifteen (15) working days of the decision at step one and the Chief of Police shall respond, in writing, within fifteen (15) working days of the recap thereof.

(3) Grievances not resolved at step two may be appealed to the Director of Labor Relations, or designated company official in writing, within fifteen (15) working days of the decision at step two (2) and the Director of Labor Relations or designated company official shall respond, in writing, within fifteen (15) working days of the recap thereof.

(4) Arbitration -

(a) If the grievance is not settled through steps one, two or three, either party may refer the matter to the Public Employment Relations Commission within ~~fourteen (14)~~ fifteen (15) working days after the determination by NJ TRANSIT Labor Relations or his/her representative. An Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission (PERC).

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

for making his/her findings of fact and conclusions of law and the reasons for making his/her award. The decision of the Arbitrator shall be final and binding upon the parties.

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

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

(D) Expedited Grievance Procedure:

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

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

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

(d) If the Director of Labor Relations grants expedited processing, the Director of Labor Relations shall make a ruling in writing on the merits of the grievance within ten calendar days of the determination for expedited processing. It will be the Director of Labor Relations' sole discretion to decide whether or not to grant the expedited request.

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

ARTICLE XXI
HOLIDAYS

*OK to remove,
main Holid. pay
agreement - No long
calls for overtime.
JB
E2*

SECTION 1.

Each police officer shall be paid ~~at the rate of time and one half for working on any of the~~ as per Section 2 of this Article for the following enumerated holidays, in addition to his/her regular pay:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Thanksgiving Day |
| Washington's Birthday | Day After Thanksgiving |
| Memorial Day | Christmas eve Day* |
| Fourth of July | Christmas Day |

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

* The day before Christmas is observed.

*OK to remove,
replaced by new
agreement to
100 hrs per
year.
JB
E2*

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

Work on a Holiday will be at straight time unless the Officer is entitled to overtime under other provisions of this agreement.

• Holiday pay will be 10 hours pay at straight time. Pay for five Holidays will be made in June of each year. The other five Holidays will be paid in December of each year.

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

SECTION-4 -3. Instance when a recognized holiday, or the day such holiday is observed by the State of New Jersey, falls on an assigned work day of a regular police officer's assignment, the company shall have the right to blank such position on that day and the police officer then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with existing schedule rates.

SECTION 5 4.(a) A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid their by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. For purposes of this Section, any absence excused by the Chief of Police or their designee shall be considered the same

as being available for service on such days. If the holiday falls on the last day of a regularly assigned employee's work week, the first workday following their rest days shall be considered the workday immediately following. If the holiday falls on the first workday, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday. *OK CB Ex*

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

OK CB Ex

ARTICLE XXII

EQUIPMENT

SECTION 1.

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

ARTICLE XXIII

ADVERTISEMENT AND SELECTION OF POSITIONS

SECTION 1.

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

(b) The notice advertising shift assignments shall contain the reporting location, shift hours and regular days off. Officers are subject to assignments if any position for which they are qualified at the reporting location according to the needs of the operation. On five occasions during the year Management reserves the right to change either the first day or the last day of an Officers three days off.

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

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

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

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

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

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

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

(h) If approval is required by NJ Transit Officials on the shift assignments that are put up for bid, appropriate measures will be taken to ensure that all time limitations outlined in sub-sections (a) and (c) are adhered to.

(i) All new positions or open positions shall be posted for selection twice a year. The first selection shall be consistent with Section 1 of this article. The second selection shall be posted in ample time for awards to begin the second payroll period in June. The Chief may additionally post new or open positions at any time during the year; there will be no obligation of more than two cycles for awards of these additional postings.

SECTION 2.

Shift Assignments awarded or assigned, will be based on fitness, ability and seniority.

SECTION 3.

(a) The regular work week shall consist of four consecutive 10 hour days including a 30 minute meal period with three days off (This will provide two blocks of 3 days off in 14 day period. The work week will begin on Saturday and end on Friday. If by June 30, 2003 sick time and overtime is not reduced by 35% from current levels, NJ TRANSIT will have the right to reopen this contract for the purpose of negotiating a different work week.

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

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

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

Third Shift 11 p.m./12 midnight

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

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

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

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

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

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

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

SECTION 4.

All work in excess of ten (10) hours per day, or on RDOs, shall be paid at time and one-half (1-1/2) regular salary rates.

SECTION 5.

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

SECTION 6.

(a) A temporary position may, at the discretion of the Chief of Police, be assigned to an officer for a period not to exceed (60) calendar days.

(b) After a (60) day period or less, the assigned officer will then be reassigned to their original position and a second officer may then be assigned, then a third, etc.

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

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

(e) An officer assigned to a supervisor's position other than his regular position, he/she shall be paid at 100% of the rate of the position to which he/she is temporarily assigned, but if such rate is less than the rate of his/her regular position, he/she shall be paid the rate of his/her regular position.

SECTION 7.

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

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

SECTION 8.

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

SECTION 9.

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

SECTION 10.

Officers out on long term illness or injury will be able to return to his/her original position, if available, or be assigned to a position within the region of his/her last position held. (For purposes of this section there are two Regions, one Northern and one Southern divided by the "Plumstead Line" extending from Roebling on the Western side of New Jersey to Bayville on the Eastern side of New Jersey.)

SECTION 11.

Officers will not be required to select a position or accept a promotion to higher rank to avoid forfeiture of seniority if the headquarters of the position to which the officer could select, is located outside the region of the Officer's present location. Officers may continue to select positions in the lower rank in accordance with Section 1 of the article. If there is no position within the Officer's region to which the Officer could exercise seniority, he/she may elect not to take another position and will be considered as being voluntarily furloughed. (Region for the purpose of this Section is defined in the same manner as regional is defined in Section 10 above.)

SECTION 12.

Replaced by new
part
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ED
~~Officers will be permitted to swap shifts or tours of duty subject to the following:~~

Tour swaps will be permitted six (6) times per calendar year with no more than one (1) in any calendar month. Tour swaps must include one officers's RDO and cannot result in any officer working more than fifteen (15) consecutive hours. Tour swaps will be permitted in ten (10) hour increments only. (Section 13 in the MOA)

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

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

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

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

(e) ~~No officer may work more than twelve consecutive days as a result of a swap and no officer may swap more than five consecutive shifts or days. The entire arrangement must be completed in thirty (30) days.~~

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

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

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

SECTION 13. (see item 12 above)

ARTICLE XXIV
OVERTIME

SECTION 1.

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

SECTION 2.

Police personnel working at Broad Street Station and Pennsylvania Station, Newark, New Jersey, will be combined according to their rank. Police personnel working at Atlantic City and Camden commands will be combined according to their rank.

SECTION 3.

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

SECTION 4.

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

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

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

E+F replaced by new E.

B EZ

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OK B EZ

OK B EZ

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

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

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

SECTION 10.

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

SECTION 11.

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

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

SECTION 12.

Overtime list will be made available on a daily basis.

SECTION 13.

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

SECTION 14.

When a special assignment arises that requires NJ Transit to offer overtime to a union member(s) that would require the member(s) to "hand out" materials, ie: pamphlets, brochures, not limited thereto, at such events as Job Expos and similar recruiting fairs, the member(s) would not be eligible for overtime assignments available on the Master Revolving Overtime List (as outlined in Sections 3 and 4), for the Day(s) working the recruiting assignment.

SECTION 15.

When a union member(s) is/are qualified for a special overtime assignment based upon specific personal traits, ie: race, gender, not limited thereto, that would require the member(s) to perform specific police duties while working undercover, the member(s) would not be eligible for overtime assignments available on the Master Revolving Overtime List (as outlined in Sections 3 and 4), for the day(s) working the undercover assignment.

Both Sections result of Grievance Arbitration Solution.
OK B EX

ARTICLE XXV

VACATION

SECTION 1.

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

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

(b) Probationary or new employees shall be granted vacations in the amount of 10 hours per calendar month of service after seven (7) months of service. The number of hours shall not exceed 40 hours. *OK B EX*

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

SECTION 2.

Vacation Allowance - Police Officers

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

Length of Service

7 months but less than 1 year

Vacation Allowance

40 hours

OK B EX

After the completion of one year	80 hours
After the completion of 5 years	120 hours
After the completion of 15 years	160 hours
After the completion of 22 years	200 hours

Although vacation allowance is expressed in hours, it must be taken in whole work day increments.

SECTION 3.

Vacation Selection

A. Vacation selection will be done during the months of October and November for each upcoming year.

B. The selections will be according to their seniority in their present rank regardless of reporting station.

C. Officers may split their vacation into blocks of not less than five (4) working days that are consecutive.

SECTION 4.

Vacation - Other

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

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

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

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

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

F. The vacation provided for in this agreement shall be considered to have been earned when the police officer has qualified under Sections 2 or 3 hereof. If their employment status is terminated for any reason whatsoever, including, but not limited to, retirement, resignation, discharge, non-compliance with the union-shop agreement, or

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OK AB EZ

failure to return after furlough, he/she shall at the time of such termination be granted full vacation earned in the preceding year. If a police officer thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or their estate, in that order of preference.

OK AB EZ

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

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

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

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

ARTICLE XXVI PERSONAL LEAVE

SECTION 1.

Thirty hours of personal leave will be provided for police officers who have been full-time employees for six months.

SECTION 2.

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

SECTION 3.

Personal leave days will be paid for at the regular rate of the employees position.

SECTION 4.

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

ARTICLE XXVII

UNIFORMS

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

(b) All employees shall receive an annual three hundred dollars (\$300.00) payment as a uniform, equipment and maintenance allowance. Said payments shall be made annually in July of each year.

SECTION 5.

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

ARTICLE XXVIII
TRAVEL TIME, EXPENSES

OK
CFB
EZ

SECTION 1.

OK
CFB
EZ
A police officer performing service which does not permit them to leave and return to their assigned command during a Continuous period of service shall be paid at the pro-rata rate for all time actually engaged in traveling.

SECTION 2.

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

OK
CFB
EZ

ARTICLE XXIX
ATTENDING COURT, COMPANY MEETINGS

SECTION 1.

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

OK
CFB
EZ

SECTION 2.

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

ARTICLE XXX
TRAINING PROGRAMS, SCHOOLS, SEMINARS

SECTION 1.

Police officers attending training programs, schools, or seminars will be compensated as provided in this Agreement, except that police officers relieved from their regular assignments to attend such training will be allowed their regular ten (10) hours pay at the straight-time rate with appropriate adjustments of their relief days made necessary by attendance at such training program.

SECTION 2.

Police officers, as a condition of employment, shall be required to qualify semi-annually with the use of a service weapon.

ARTICLE XXXI
USE OF PRIVATE AUTOMOBILES

SECTION 1.

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

SECTION 2.

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

ARTICLE XXXII
INSURANCE BENEFITS

SECTION 1.

(a) Health Insurance

1. With respect to health benefits for active employees covered by this Agreement, NJ TRANSIT will provide, active employees the following plans.

1.1 The Blue Select (Horizon PPO) Plan for hospital, surgical and medical coverage except mental health and substance abuse treatment. (Attachment 1)

1.2 The incentive prescription Plan. (Attachment 2)

1.3 The Basic Dental Plan for new employees. (Attachment 3(a))

1.4 The Triple Option Dental Plan for current employees. (Attachment 3(b))

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

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

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

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

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

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

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

\$5 co-pay for group sessions

\$15 co-pay for individual sessions

60 visits/year maximum

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

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

1.7 A self insured HMO Plan similar to Horizon HMO Blue if available to NJ Transit.

1.8 The above plans will be available to employees and their eligible dependants at no cost. Any other HMO Plans offered will require that the employee pay any premium in excess of the Blue Select Premium.

1.9 Eye Care Package

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

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

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

SECTION 2.

~~4~~ An employee may be either a subscriber or a dependent in NJ TRANSIT health plans. Children may be enrolled only once in NJ TRANSIT health plans.

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

Category	Effective
After full time students 23 rd birthday	1 st of year
Children who are not full time students-terminated	1 st of year
Furlough w/less than one (1) full year of service	1 st of month after 1 full month
Resignation	1 st of month
Leave of Absence/Termination	3 full months

SECTION 3.

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

ARTICLE XXXIII
RIDERSHIP PASSES

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

ARTICLE XXXIV
DUES CHECKOFF AND INDEMNIFICATION

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

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

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

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

ARTICLE XXXV
AGENCY SHOP

SECTION 1.

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

The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A 34:13A-5.5 and 34:13A-5.6 (L.1979, C.477.2 and 3).

SECTION 2.

Amount of Fee: Notification - Prior to the beginning of each membership year, the PBA will notify NJ TRANSIT in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that

membership year. This notification shall also include the representation fee to be paid by non-members.

SECTION 3.

Deduction and Transmission of Fee:

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

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

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

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

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

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

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

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

ARTICLE XXXVI

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

SECTION 1.

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

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

SECTION 2.

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

ARTICLE XXXVII

FULLY BARGAINED PROVISION

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

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

ARTICLE XXXVIII

REDUCTION IN FORCE

SECTION 1.

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

SECTION 2.

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

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

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SECTION 3.

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

ARTICLE XXXIX

PENSION

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

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

ARTICLE XL

DURATION

This Agreement shall be in effect from July 1, 2001 through June 30, 2006, without any reopening date unless as provided in Article XXIII Section 3(a).

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

ARTICLE XLI

CENTRAL POLICE POOL

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

- a.) The Pool shall not exceed 10% of the authorized sworn bargaining unit personnel.
- b.) The Pool shall be divided into two distinct regions, one Northern and one Southern, divided by a "Plumstead Line" extending from Roebling on the Western side of New Jersey to Bayville on the Eastern side of New Jersey.
- c.) There are no restrictions on the number of assignments a Pool officer can be assigned to as long as he/she is qualified, provided that Pool personnel will not be subject to temporary transfers outside of their Region unless the individual officer volunteers in writing.
- d.) Personnel assigned to the Pool on a mandatory basis shall be limited to officers hired on or after January 1, 1994. No officer hired before January 1, 1994 shall be forced to pick a pool position; i.e. there shall be a sufficient number of non-pool bid positions for all pre-January 1, 1994 officers to have the opportunity to bid for a non-pool position.
- e.) A Pool officer's regular work week shall consist of ^{hour-}ten hour work days and three regular days off, which shall be regularly assigned to that officer on the same basis as a non-Pool officer's regular days off. This means that a Pool officer's regular work week and regular days off are set on the same basis as any other officer, regardless of pay period. *Consistent with Article XXIII
JB
EZ*
- f.) Prior to the end of each work day, Pool officers shall receive the location and starting time of their next working day's assignment. Pool officers will have at least eight hours' rest between assigned work shifts. They may, however, be assigned to work overtime following a shift subject to the minimum rest requirement.
- g.) Subject to the limitations of this section, the Pool will be staffed by qualified officers who have attained the assignment by normal bid procedures or by probationary officers who have completed their training periods. At the conclusion of the training periods, officers may be assigned to the Pool, where they will remain until they are assigned and/or awarded a non-Pool position.
- h.) Officers hired on or after January 1, 1994 who have completed probation can be required to bid on Pool positions for a period of five years. No such officer shall be required to bid on a Pool position after he/she has worked in mandatory-bid Pool positions for two years. Provided: if operation of the "five-year" and "two-year" limitations of the preceding two sentences prevents staffing the Pool up to the level of ten

(10%) percent of the authorized sworn bargaining unit personnel up to a maximum of twelve officers, those two limitations shall not apply.

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

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

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

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

ARTICLE XLII

CIVILIANS ON THE RADIO DESK

NJ TRANSIT may assign non-bargaining unit personnel to the Radio Desk in its sole and absolute discretion without any requirement of sworn Officers being assigned to the Radio Desk.

represented by FOPO agreement
(43)
EJ

ARTICLE XLIII

OFF DUTY WORK

Police Officers may work in off-duty positions in non-security jobs so long as such positions do not violate a specific law or NJ Transit rule or regulation. Denials of such requests shall be subject to the grievance procedure.

ARTICLE XLIV

DIRECT DEPOSIT

Employees will have the option of having their check deposited to the account of their choice.

ARTICLE XLV
PERSONNEL FILES

SECTION 1.

An Officer will have the right to review his/her personnel and training file. The Officer shall notify the Chief of Police of the request to review these files which will be made available within a reasonable amount of time from the receipt of the request.

SECTION 2.

The Officer shall have the right to submit a written response for inclusion in his/her personnel or training file.

SECTION 3.

NJ TRANSIT agrees to protect the confidentiality of the Officer's personnel and training files in accordance with applicable law and consistent with the chain of command of the department. Personnel files shall be maintained and stored in the office of the Chief of Police.

SECTION 4.

This Section shall not apply to Medical, Internal Affairs and back ground files of an Officer.

ARTICLE XLVI
TUITION REIMBURSEMENT

Officers will be provided tuition reimbursement consistent with the current Continuing Education Assistance program available to non-agreement employees, see attachment B, (Policy #3.1 1), except that officers will only be eligible for reimbursement for a course of study leading to a degree related to law enforcement and they achieve at least a "C" in any undergraduate course and a "B" in a graduate course.

ARTICLE XLVII
OPTIONAL COMPENSATORY TIME BANK

In lieu of receiving cash payments for overtime as required by the Fair Labor Standards Act, an Officer may elect to receive compensatory time. Such compensatory time will be paid at a rate of time and one half (1- 1/2) for each hour worked in excess of forty (40) hours in any work week.

NJ TRANSIT shall allow Officers use of their compensatory time within a reasonable period after a written request is submitted. Compensatory time may only be taken forty-eight (48) hours notice to the Chief of Police or her designee, so as to prevent undue disruption of NJ TRANSIT'S operation.

When an Officer accumulates more than ten (10) hours compensatory time, he/she may request compensatory time off in ten (10) hours increments. The maximum amount

of compensatory time that an Officer may accumulate in his/her bank is sixty (60) hours.

Upon termination of employment, all banked compensatory time shall be paid by NJ TRANSIT at the straight time hourly rate of pay in effect at that time for the officer, within thirty (30) days of termination unless otherwise mutually agreed upon by NJ TRANSIT and the Officer.

ARTICLE XLVIII

DISCIPLINE

Except as otherwise provided by law, a Transit Police Officer shall not be removed from employment or position for political reasons for any cause other than incapacity, misconduct, or disobedience of rules and regulations established by the New Jersey Transit Police Department nor shall such Officer be suspended, removed, or fired, from employment or position therein, except for just cause as hereinbefore provided.

A Transit Police Officer shall not be removed from employment or position, or suspended, or fired for a violation of the internal rules and regulations established for the conduct of the New Jersey Transit Police Department unless a complaint charging a violation of those rules and regulations is filed no later than the 45th day after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based.

The 45 day time limit shall not apply if an investigation of a Transit Police Officer for a violation of internal rules or regulations is included directly or indirectly within a concurrent investigation of that Officer for a violation of the criminal laws of this State. The 45 day limit shall begin on the day after the disposition of the criminal investigation. The 45 day requirement of this paragraph for the filing of a complaint against an Officer shall not apply to a filing of a complaint by a private individual.

A failure to comply with the provisions as to the service of the complaint and the time within which a complaint is to be filed shall require a dismissal of the complaint.

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

This Memorandum of Understanding constitutes the elements of the Collective Bargaining

Agreement reached between the undersigned on _____, 2004

For The Police Benevolent Association:

By: _____

President

By: _____

Vice President

For NJ Transit Corporation:

By: _____

~~Deputy General Manager For~~
~~Administration~~
Executive Director

By: _____

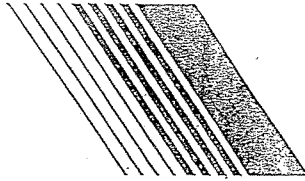
~~Director of Labor Relations~~

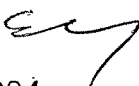
Chief of Police

ck
OB
Ex

Exhibit A

NJ TRANSIT POLICE DEPARTMENT				
Proposed PBA Contract Rates				
7/1/01 through 7/1/05				
		7/1/2004		
Police Officer		Annual	Hourly	Hourly O.T.
75%		49,173.00	23.64	35.46
85%		55,729.40	26.79	40.19
90%		59,007.60	28.37	42.55
95%		62,285.80	29.94	44.91
100%		65,564.00	31.52	47.28
101%		66,219.64	31.84	47.75
102%		66,875.28	32.15	48.23
103%		67,530.92	32.47	48.70
104%		68,186.56	32.78	49.17
105%		68,842.20	33.10	49.65
		7/1/2005		
Police Officer		Annual	Hourly	Hourly O.T.
75%		50,894.25	24.47	36.70
85%		57,680.15	27.73	41.60
90%		61,073.10	29.36	44.04
95%		64,466.05	30.99	46.49
100%		67,859.00	32.62	48.94
101%		68,537.59	32.95	49.43
102%		69,216.18	33.27	49.91
103%		69,894.77	33.60	50.40
104%		70,573.36	33.92	50.88
105%		71,251.95	34.25	51.38



To: Chief Joseph C. Bober
From: E.P. Isaac 
Date: July 29, 2004
Subject: PBA / NJT Agreement for the period 7/1/02-6/30/06

Attached are three (3) copies of the PBA/NJT agreement for the period 7/1/02-6/30/06. The agreement has been reviewed by members of our staffs as well as the union and is submitted for execution.

In order to execute the 2002-2006 Agreement, a number of textual changes were required to be made. These changes have been reviewed by John Bush of your staff and the former President of the PBA. The approved changes have been initialed by those two gentlemen. To formally memorialize these approved changes, the parties need to sign the Agreement to Settle Language in the Collective Bargaining Agreement 2002-2006 (which is enclosed). The current PBA President, Geoffrey Schaedel must sign this document.

Assuming all these changes meet with your approval, please arrange for the parties to sign the three (3) agreements. Retain one executed copy for your file, forward one executed copy to the union and forward one executed copy to my office.

If you would like to discuss any issue relating to these documents, please give me a call.

cc: John Bush
Ralph Capra

**AGREEMENT TO SETTLE LANGUAGE IN THE
COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD OF JULY 1,2002 TO JUNE 30,2006 BETWEEN
NEW JERSEY TRANSIT CORPORATION (NJT)
AND
THE POLICE BENEVOLENT ASSOCIATION
REPRESENTING POLICE OFFICERS BELOW
THE RANK OF SERGEANT (PBA)**

NJ Transit (NJT) and the Police Benevolent Association (PBA) hereby agree that, in order to resolve all technical issues relating to the execution of the parties' 2002 Collective Bargaining Agreement, and to settle final language in the parties' Agreement a number of changes and modifications are required in the finalized contract's terms and provisions. The parties thus agree that each and every one of the initialed provisions in the enclosed Exhibit "A" document, initialed for NJT by John Bush ("JB"), Director of Administration, and for the PBA by Edward M. Lahey Jr. ("EL"), former PBA President, constitutes an agreed upon modification to the language of the Collective Bargaining Agreement for the period from July 1,2002 to June 30, 2006. In view of this Agreement, the parties will execute a clean document, enclosed as Exhibit "B", containing all of the agreed-upon changes initialed in Exhibit "A".

NJ TRANSIT CORPORATION:

POLICE BENEVOLENT ASSOCIATION:

BY: _____

**JOSEPH C. BOBER
CHIEF OF POLICE**

BY: _____

**GEOFFREY SCHAEDEL
PBA PRESIDENT**

**MEMORANDUM OF AGREEMENT
NEW JERSEY TRANSIT CORPORATION (NJT)
AND
THE POLICE BENEVOLENT ASSOCIATION
REPRESENTING POLICE OFFICERS BELOW THE RANK OF SERGEANT (PBA)**

NJT And the PBA (jointly referred to as Parties) hereby agree that the following shall constitute additional amendments to the Parties' collective bargaining agreement effective July 1,2001.

ARTICLE IX WAGES, SECTION 1 PG.10

"Individuals hired that must be sent to the Academy will not be eligible for overtime for attending any Police Academy for the purpose of receiving Police Training Commission Certification."

MODIFIED AS FOLLOWS

"Individuals hired that must be sent to the Academy will not be eligible for overtime for attending any Police Academy for the purpose of receiving Police Training Commission Certification. However, if those individuals are utilized for other duties such as special details, events or non-academy training, they are eligible for overtime."

NJ TRANSIT CORPORATION:

POLICE BENEVOLENT ASSOCIATION:

BY: _____

**JOSEPH C. BOBER
CHIEF OF POLICE**

BY: _____

**GEOFFREY SCHAEDEL
PBA PRESIDENT**

Exhibit A

NJ TRANSIT POLICE DEPARTMENT				
Proposed PBA Contract Rates				
7/1/01 through 7/1/05				
		7/1/2001		
Detective		Annual	Hourly	Hourly O.T.
85%		53,550.00	25.75	38.62
90%		56,700.00	27.26	40.89
95%		59,850.00	28.77	43.16
100%		63,000.00	30.29	45.43
101%		63,630.00	30.59	45.89
102%		64,272.00	30.90	46.35
103%		64,890.00	31.20	46.80
104%		65,520.00	31.50	47.25
105%		66,150.00	31.80	47.70
		7/1/2002		
Detective		Annual	Hourly	Hourly O.T.
85%		55,156.50	26.52	39.78
90%		58,401.00	28.08	42.12
95%		61,645.50	29.64	44.46
100%		64,890.00	31.20	46.80
101%		65,538.90	31.51	47.26
102%		66,187.80	31.82	47.73
103%		66,851.00	32.14	48.21
104%		67,485.60	32.45	48.67
105%		68,134.50	32.76	49.14
		7/1/2003		
Detective		Annual	Hourly	Hourly O.T.
85%		56,811.45	27.31	40.97
90%		60,153.30	28.92	43.38
95%		63,495.15	30.53	45.79
100%		66,837.00	32.13	48.20
101%		67,505.37	32.45	48.68
102%		68,161.00	32.77	49.15
103%		68,827.00	33.09	49.63
104%		69,510.48	33.42	50.13
105%		70,178.85	33.74	50.61

Exhibit A

NJ TRANSIT POLICE DEPARTMENT				
Proposed PBA Contract Rates				
7/1/01 through 7/1/05				
		7/1/2004		
Detective		Annual	Hourly	Hourly O.T.
85%		58,515.70	28.13	42.20
90%		61,957.80	29.79	44.68
95%		65,399.90	31.44	47.16
100%		68,842.00	33.10	49.65
101%		69,530.42	33.43	50.14
102%		70,218.84	33.76	50.64
103%		70,907.26	34.09	51.14
104%		71,595.68	34.42	51.63
105%		72,300.00	34.76	52.14
		7/1/2005		
Detective		Annual	Hourly	Hourly O.T.
85%		60,564.20	29.12	43.68
90%		64,126.80	30.83	46.25
95%		67,689.40	32.54	48.81
100%		71,252.00	34.26	51.38
101%		71,964.52	34.60	51.90
102%		72,696.00	34.95	52.43
103%		73,403.00	35.29	52.93
104%		74,102.08	35.63	53.44
105%		74,814.60	35.97	53.95

Exhibit A

NJ TRANSIT POLICE DEPARTMENT				
Proposed PBA Contract Rates				
7/1/01 through 7/1/05				
		7/1/2001		
Police Officer		Annual	Hourly	Hourly O.T.
75%		45,000.00	21.64	32.46
85%		51,000.00	24.52	36.78
90%		54,000.00	25.97	38.96
95%		57,000.00	27.41	41.12
100%		60,000.00	28.85	43.28
101%		60,600.00	29.14	43.71
102%		61,200.00	29.43	44.15
103%		61,800.00	29.72	44.58
104%		62,400.00	30.00	45.00
105%		63,000.00	30.29	45.44
		7/1/2002		
Police Officer		Annual	Hourly	Hourly O.T.
75%		46,350.00	22.28	33.43
85%		52,530.00	25.25	37.88
90%		55,620.00	26.74	40.11
95%		58,710.00	28.22	42.33
100%		61,800.00	29.71	44.57
101%		62,418.00	30.01	45.01
102%		63,036.00	30.30	45.45
103%		63,654.00	30.60	45.90
104%		64,272.00	30.90	46.35
105%		64,890.00	31.20	46.80
		7/1/2003		
Police Officer		Annual	Hourly	Hourly O.T.
75%		47,740.50	22.95	34.43
85%		54,105.90	26.01	39.02
90%		57,288.60	27.54	41.31
95%		60,471.30	29.07	43.61
100%		63,654.00	30.60	45.90
101%		64,290.54	30.91	46.36
102%		64,927.08	31.21	46.82
103%		65,563.62	31.52	47.28
104%		66,200.16	31.83	47.74
105%		66,836.70	32.13	48.20