

THIS AGREEMENT, for the period July 1, 2001 - June 30, 2005/6

NEW JERSEY TRANSIT CORPORATION

(Hereinafter referred to as "NJT") and

NEW JERSEY TRANSIT POLICE SUPERIOR OFFICERS

FRATERNAL ORDER OF POLICE LODGE #37

Representing

SUPERIOR OFFICERS BELOW THE RANK OF CAPTAIN

(Hereinafter referred to as S/O's)

(Hereinafter referred to as the "FOP")

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 FOP as follows:

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ARTICLE I

RECOGNITION AND SCOPE

SECTION 1. NJT hereby recognizes the aforementioned FOP as the exclusive representative for all Superior Officers below the rank of Captain. The term "Superior Officers below the rank of Captain" (hereinafter referred to as "SO") shall include Lieutenants and Sergeants.

SECTION 2. SO's may serve as appointed by the Chief of Police in appointed positions of 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 or seniority.

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

The term "SO below the rank of Captain" - hereinafter referred to as "SO", shall include lieutenants and Sergeants in the Police Department of NJT; provided, however, that all functions and duties normally performed by SO's covered by this Agreement shall at all times continue to be performed by SO's 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 SO.

(e) Nothing in this Agreement shall be construed to mean that a supervisory officer of the rank of Captain or above cannot perform the duties of a position of SO 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 SO's under this Agreement, and further, providing that through such performance, no SO shall suffer loss of wages.

## ARTICLE II

### MANAGEMENT RIGHTS

It is understood and agreed that NJT possesses the sole and exclusive right to conduct NJT 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 NJT, 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 FOP and two by NJT. At least one of the union members will be selected from the union headquarters; both of the NJT members will be selected from the Police Department.

The members will mutually agree on the procedures under which the Committee will operate with the understanding that the purpose of the Committee is to study and review subjects of mutual interest, which are not then being negotiated by the parties. The Standing Committee shall extend over the term of this Agreement at which time it will be terminated unless continued by mutual agreement of the parties.

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

Uniforms and Equipment

Improving Cooperation and Communications

Efficiency of Operation

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

ARTICLE IV

PROMOTIONS

SECTION 1. (a) SO's shall be given consideration for promotions as the opportunity may arise. Sergeants will be promoted to Lieutenants. Lieutenants will be promoted to Captain, based on criteria established by NJT.

(b) Promotions to the rank of Sergeant and Lieutenant shall be determined by a competitive written examination and an oral examination. Written and oral examinations shall be conducted by the New Jersey State Chiefs of Police Association or an independent body agreed to between the parties. In all cases, whether an officer is qualified for promotion shall rest with the State Chiefs of Police Association or independent body, except for those employees that have been disqualified by the Chief of Police of NJT as set forth in Section 5. That body will submit to the Chief of Police raw scores of both the written exams and the oral exams. The Chief of Police will compute an overall final score by adding seventy-five (75) percent of the written and twenty-five (25) percent of the oral scores. To be considered for a promotion, an applicant must receive a score of at least 70 on the written test.

(c) SO's will rank on the promotion 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 SO's 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 he Police Department as of the date of such examination. After a successful officer's appointment to Sergeant, he will be subject to a six- (6) month probationary period, but his seniority in the rank will begin on the date of the actual promotion.

2. Eligibility for participation in examination for Lieutenants will be restricted to SO's who have completed a minimum of two (2) years of service in the Police Department as Sergeant as of the date of such examination. After a successful candidate's appointment to Lieutenant, he will be subject to

to a six (6) month probationary period, but his seniority in the class will begin on the date of the actual promotion.

~~promotion.~~

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

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

**SECTION 2.** Promotion tests which will be different for each rank, shall be given every other year by posting a notice not less than three (3) months prior to the test date, indicating the date, time and location of where the test will be given. SO's, 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 FOP 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 independent body.

(b) SO's taking the test for Lieutenant or Sergeant will be notified promptly of their final score.

(c) SO's, upon request, shall be permitted to review their own test results.

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

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

**SECTION 4.** Notice of promotion of SO's 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 application for additional conduct occurring between the date of application and date of promotion. SO's may appeal any aspect of the promotions rule under the grievance and arbitration provisions of this agreement.

## ARTICLE V

### PHYSICAL EXAMINATIONS

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

(b) 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. This does not apply to any employee receiving sick benefits or Worker's Compensation.

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

(b) The President of the Union shall bring the case to the attention of the Director-Labor Relations. NJT 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 NJT 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 SO is alleged to be suffering.

(f) The fees and expenses of the third or neutral physician shall be borne equally by NJT 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 NJT's Medical Director and one copy to the FOP.

#### ARTICLE VI

#### PHYSICALLY INCAPACITATED EMPLOYEES

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

#### ARTICLE VII

#### LEAVE OF ABSENCE

SECTION 1. When the requirements of the service permit, an SO 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 FOP, 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.

A SO 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. A SO returning from leave of absence may return to his/her former position if in existence, or will be assigned to a position until the next selection period.

SECTION 3. S/O's 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 that 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 VIII

#### WAGES

SECTION 1: Effective July 1, 2001, the base annual salary for Superior Officers covered by this agreement shall be as follows:

Annual Salary

Sergeant \$70,560

Lieutenants \$77,616

Effective July 1 2002, the base annual salary for Superior Officers covered by this agreement shall be as follows:

Annual Salary

Sergeant \$72,672

Lieutenant \$79,944

Effective July 1 2003, the annual salary for Superior Officers covered by this agreement shall be as follows:

Annual Salary

Sergeant \$74,857

Lieutenant \$82,343

Effective July 1, 2004, the base annual salary for Superior Officers covered by this agreement shall be as follows:

Annual Salary

Sergeant \$77,103

Lieutenant \$84,813

Effective July 1, 2005 the base annual salary for Superior Officers covered by this agreement shall be as follows:

Annual Salary

Sergeant \$79,802

Lieutenant \$87,782

SECTION 2: Effective January 1, 2001 the following wage progression shall be adopted and implemented.

<u>Months of Service As Police Officers at NJ Transit</u>	<u>% of Base Pay</u>
Training	65%
0-12	75%
13-24	85%
25-36	90%
36-48	95%
49 - 60	100%
61 - 72	101%
73 - 84	102%
85 - 96	103%
97 - 108	104%
109 - 120	105%

Note: For exact pay rates based on years of service, see Attachment A.

ARTICLE IX

RETENTION OF BENEFITS

Except as otherwise provided herein, all working conditions under which the SO's are presently operating shall be maintained and continued by NJT 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 X

LEGAL AID

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

ARTICLE XI

DISCRIMINATION OR COERCION

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

ARTICLE XII

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 XIII

### FOP RIGHTS AND PRIVILEGES

SECTION 1. NJT shall provide all work locations a securable Bulletin Board of which only FOP shall have access. The FOP shall have the right to use the FOP Bulletin Board to post official FOP materials, which shall not contain any offensive matter.

SECTION 2. The State Trustee or alternate of the FOP shall have the right to attend regular State FOP monthly meetings without loss of pay.

SECTION 3. The FOP President and duly authorized representatives shall be permitted a leave of absence with pay to attend the State or National convention of the Fraternal Order of Police. 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 FOP President has the right to request that a FOP representative be excused from a tour of scheduled duty to perform a function for the Order. This request in writing should be presented to the Chief of Police or his/her designee twenty-four (24) hours in advance in order to arrange covering of the position if required. This excused time will be at no costs to NJT.

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

## ARTICLE XIV

### SENIORITY

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

1. Lieutenants
2. Sergeants

SECTION 2. The NJT 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 SO's 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 SO shall have sixty (60) days from the date on which his/her name first appears on the roster to file protest with the Manager-Labor Relations in writing against his/her seniority date or his/her 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/her 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 SO likewise shall have sixty (60) days from the date of the posting of a roster to protest the omission or removal of his/her 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 for 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 SO who, prior or subsequent to the effective date of this Agreement, leaves a position covered by this Agreement to accept a position with NJT Rail or its affiliates, which position is (a) a supervisory or official position and (b) is not subject to the seniority provisions under this Agreement; and,

provided he/she reports for duty within thirty (30) days after release from such position, shall be assigned a position pending the next advertisement period.

A SO 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 FOP President.

#### ARTICLE XV

#### RULES AND REGULATIONS

NJT 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. New rules or modification of existing rules affecting mandatory subjects of bargaining will be negotiated with the FOP.

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

In the event that a SO 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, NJT shall have the right, at its option, to suspend or discharge the offending SO, subject only to the rights of the SO granted by statute or this Agreement. This shall not operate as a stay of suspension or discharge.

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

ARTICLE XVI

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. NJT may require satisfactory documentation.

ARTICLE XVII

MILITARY LEAVE

Any SO 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 XVIII

SICK LEAVE

SECTION 1. ... Sick leave is the absence of a SO 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 a SO is absent for reasons that entitle him/her to sick leave, he/she shall promptly notify the Department Head or his/her designated representative two (2) hours in advance of his/her tour of duty. Absences without notice for three (3) consecutive workdays 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 ten (10) hours per month of service, up to a maximum of one hundred (100) hours per calendar year. Unused sick leave may be accumulated.

SECTION 4. A SO 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 a SO who has been absent because of



personal illness, as a condition of his/her return to work, to be examined by a physician at the expense of the employer. Such examination shall establish whether the SO is capable of performing his/her normal duties and his/her return will not jeopardize the health of him/herself or of other employees.

SECTION 5. A SO 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 \$15,000.

SECTION 6. If the SO sustains any job-related injury which is recognized as such and covered by Worker's Compensation Insurance, NJT shall insure payment of full salary for a period of up to one and one-half (1-1/2) years, or until such SO is placed on disability or retirement, whichever first occurs. Any such payments made by NJT 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. SO's understand and agree that they may be required to make reimbursement to NJT 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 NJT all such benefits. There shall be no charge to any SO's sick leave in the event of any bona fide job-related injury. The Employer shall have the right to require periodic medical examinations of SO's on leave due to job-related injuries, at the expense of the employer.

SECTION 7. The employing officer must be satisfied that the sickness is bona fide. Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required if abuse is indicated. An employee falsely claiming sick time will be subject to disciplinary action.

## ARTICLE XIX

### GRIEVANCE PROCEDURE

SECTION A: SO's shall not be disciplined or dismissed from service without just cause.

SECTION 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 (Captain or Director) within fifteen (15) working days of the event or

reasonable knowledge thereof. The Commanding Officer shall answer the grievance in writing within ten (10) working days of the event or reasonable knowledge thereof. In those cases where the commanding Officer is a unit member, this step can be bypassed and submitted directly to the chief of police.

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

3. Grievances not resolved at step one may be appealed to the Director of Labor Relations, or designated Company Official in writing, within ten (10) working days of the decision at step one (1) and the Director of Labor Relations or designated Company Official shall respond, in writing, within ten (10) work days of the recap thereof.

#### 4. Arbitration –

(a) If the grievance is not settled through steps one or two, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) working days after the determination by NJT 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 conclusion of law and the reasons for making his/her findings of fact and conclusion 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 NJT and the grievant or the Order as may be appropriate. Any other expenses, including but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

**SECTION 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 NJT 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 fails to comply with any time limitation hereunder, then NJTs final response shall be deemed to have been accepted.

SECTION D: Expedited Grievance Procedure:

(a) The FOP, 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 (7) calendar days on which the act or event which the subject of the grievance occurred, or seven (7) 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 2 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 (48) 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 (10) calendar days of determination for expedited processing. It will be the Director of Labor Relations sole direction to decide whether or not to grant the expedited request.

(e) If the Director of Labor Relations denies the grievance on its merit, the FOP may appeal the decision to an arbitrator with an attempt to schedule an expedited hearing within thirty (30) calendar days after the denial of the grievance by the Director of Labor Relations.

ARTICLE XX

HOLIDAYS

SECTION 1. Each SO shall be paid 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: Christmas Eve, Christmas, and New Year's Day shall be celebrated on the days that they may occur for all purposes including the receiving of holiday pay.

SECTION 2. Holiday pay for SO's shall be at the pro rata rate of the position to which assigned.

SECTION 3. Work on a Holiday will be straight time unless the S/O is entitled to overtime under other provisions of this agreement.

SECTION 4. Instances when a recognized holiday, or the day such holiday is observed by the State of New Jersey, falls on an assigned work day of a regular SO's assignment, the Company shall have the right to blank such position on that day and the SO 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: Holiday pay will be 10 hours at straight time unless the S/O is entitled to overtime under other provisions of this agreement. The other five Holidays will be paid in December of each year.

ARTICLE XXI

EQUIPMENT

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

ARTICLE XXII

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 assignment shall contain the reporting location, shift hours and regular days off. S/O's are subject to assignments to any position for which they are qualified in the region of their reporting location according to the needs of the operation. There are two reporting 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.

(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 SO's, regardless of their status, except SO's holding appointed shift assignments, will be required to select posted shift assignments within his/her rank, and submit same to the Chief of Police.

SO's not making selections within the specified time period or those SO's 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 advertisements to SO's on leave.

SO's 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 FOP.

(g) SO's holding appointed assignments may select on shift assignments.

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

SECTION 3. (a) The regular workweek 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 day consecutive days off in a 14 day period.) The workweek will begin on Saturday and end on Friday for payroll purposes. On five occasions during the year Management reserves the right to change either the first day or last day of the S/O's three days off. On those occasions Management will use its best efforts to provide two blocks of three consecutive days off during the ensuing 14 days period.

If by June 30, 2003 sick time and overtime is not reduced by 35% from current levels, NJT will have the right to reopen this contract for the purpose of negotiating a different workweek.

(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) Shift Assignments 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 assignment 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 assignments including vacation relief assignments, may incorporate different days, starting times, duties and work locations, provided said SO's assume the same starting time, duties and work locations of the SO whom they are relieving.

(h) A SO shall be assigned one reporting location where his/her uniform shall be maintained. All SO's shall start and complete their tour of duty at their assigned reporting location.

SECTION 4. All work in excess of ten (10) hours per day, or on RDO's, shall be paid at time and one-half (1-1/2) regular salary rates.

SECTION 5. A SO who is recalled to duty to work unscheduled overtime shall be guaranteed a minimum of four (4) hours overtime at the prevailing overtime rate. A SO who is called to duty (early call-in) prior to his/her 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 assignment may, at the discretion of the Chief of Police, be assigned to a SO for a period not to exceed 30 calendar days. The assignment must not violate the provisions of Section II.

(b) After a 30-day calendar period or less the assigned S/O must return to his/her original shift assignment unless he/she agrees in writing to continue the temporary assignment or accept another 30-day assignment. Once an S/O has been returned to his/her original shift assignment, he/she may not be reassigned again until he/she has completed 30 calendar days in his/her original shift assignment. The Chief of Police may elect to assign a second S/O, then a third, etc.

(c) A SO will not be assigned to a shift assignment without at least five-calendar days' notice. A re-assigned S/O will not suffer any loss in wages or RDO's as a result of this assignment.

(d) A SO wishing to volunteer to work a temporary assignment may do so by making his/her request in writing to the Chief of Police.

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

(f) When a Sergeant bears the responsibility of Lieutenant in a Lieutenant's absence, the Sergeant shall receive 100% of Lieutenant's pay. In arbitration proceedings addressing this issue, NJT shall bear the burden of proving that a Sergeant acting in Lieutenant's absence was expressly relieved of responsibility for commanding the full system's patrol function either in writing or by general order.

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

(b) SO's in appointed assignments may request, in writing, to be removed from his/her assignment at which time he/she will be assigned to an assignment by the Chief of Police until the SO is able to select an assignment in accordance with Section 1 of this Article.

**SECTION 8.** There will be no involuntary assignments that would create a geographical hardship from the SO's normal assignment 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 assignments or open assignments shall be posted for selection twice a year. The first selection shall be consistent with section one 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 assignments at anytime during the year; there will be no obligation of more than two cycles for awards of these additional postings.

**SECTION 10.** SO's out on long term illness or injury will be able to return to his/her original assignment, if available, or be assigned to an assignment within the region of his/her last assignment. (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.** S/O will not be required to select a assignment or accept a promotion to higher rank to avoid forfeiture of seniority if the reporting location of the assignment to which the S/O could select is located outside the region of the S/O's present location. S/O may continue to select assignments in the lower rank in accordance with Section 1 of this article. If there is no assignment within the S/O's region to which the S/O could exercise seniority, he/she may elect not to take another assignment and will be



considered as being voluntarily furloughed. (Region for purpose of this section is defined in the same manner as region is defined in Section 10 above.)

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

An SO so reduced must, at the first opportunity, take an assignment in the higher rank if in the same region of his/her last reporting location. (Region is defined in the same manner as in Section 10).

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

**SECTION 13.** SO's will be permitted to swap shifts or tours of duty subject to the following:

- (a) SO's 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 NJT.
- (b) Swapping will be arranged on the SO's own time and may not involve less an 10 hour block. 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 S/O's RDO and cannot result in an S/O working more than fifteen (15) consecutive hours.
- (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/her.
- (d) Absence, tardiness, overtime and other activities during the time he/she is working will be the responsibility of the individual who is actually performing service and who has agreed to perform service.
- (e) No SO may work more than twelve consecutive days as a result of a swap and no SO may swap more than five consecutive shifts or days.
- (f) The entire arrangement must be completed in a thirty-day period.
- (g) The SO responsible for performing service on a tour of duty but who does not fulfill his/her obligation, may be subject to losing his/her swapping privileges and to disciplinary action.

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

### ARTICLE XXIII

#### OVERTIME

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

SECTION 2. Police personnel working 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.

(c) If it is not possible to fill the overtime by use of the system referred to in "A" and "B", it must 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. Officers on vacation, other authorized leave of absence or training will be excluded from being called for available overtime. SO's 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 7. 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 8. 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 9. (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 10. Overtime lists will be made available on a daily basis.

SECTION 11. Where a different procedure for filling overtime is desired, the Chief of Police and the Union President will jointly submit their recommended procedure to Labor Relations for their approval. If such proposed procedure is approved, it shall supersede any conflict procedures in this article.

## ARTICLE XXIV

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

SECTION 2. An annual vacation with pay will be granted to Sergeants as per the following schedule:

<u>Length of Service with NJT</u>	<u>Vacation Allowance</u>
After completion of 3 years	120 hours
After completion of 13 years	160 hours
After completion of 20 years	200 hours

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

SECTION 3: An annual vacation with pay will be granted to Lieutenants as per the following schedule:

<u>Length of Service with NJT</u>	<u>Vacation Allowance</u>
After completion of 5 years service	120 hours
After completion of 10 years service	160 hours
After completion of 18 years service	200 hours

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

SECTION 4. Vacation Selection

- (a) Vacation selection will be done during the months of October and November for each upcoming year.
- (b) The selections will be according to SO's seniority in their present rank regardless of reporting station.
- (c) Officers may split their vacation into blocks of not less than four (4) days.

SECTION 5. Vacation - Other

(a) A SO will be paid for each working day of his/her 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 SO may volunteer to perform services as a SO on any day of his/her assigned vacation period. A SO who voluntarily performs services as a SO on any such day will be paid for such service at

the straight hourly rate of the position occupied when entitled to a vacation, such pay to be in addition to his/her vacation pay.

(d) A SO who involuntarily performs service in an emergency situation as a SO on any day of his/her assigned vacation period will be paid for such service at time and one-half in addition to vacation pay.

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

(g) Requests for split vacations must be made at the time SO submits his/her choice for vacation period and after vacation assignments have been made, no further changes in vacation schedules will be made. 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 FOP President or his designated representative, will assign such days consistent with the requirements of service.

(h) Nothing in this article shall be construed to prohibit NJT from not filling a position when the incumbent thereof is absent on vacation or from requiring other SO's 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 SO's in rank, in four 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 XXV

### PERSONAL LEAVE

SECTION 1. Thirty (30) hours of personal leave will be provided for SO's

SECTION 2. (a) Personal leave days provided in Section 1 may be taken upon forty-eight (48) hours advance notice from the SO 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 SO from receiving personal days except where the request for leave is so late in a calendar year that service requirements prevent the SO's utilization of any personal days before the end of that year. Selection of personal leave days by SO's with personal leave days remaining shall have priority over single day vacation picks of other SO's during the month of December.

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

SECTION 4. The personal leave days provided in Section (a) shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of a SO who is absent on a personal leave day. If the vacation 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 SO's covered by this Agreement.

ARTICLE XXVI

UNIFORMS

SECTION 1. NJT 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 NJT, but shall for the present consist of cap, jacket, shirt, necktie, trousers and outer coat. NJT will provide rain cap or cover, raincoat and boots to those SO's normally requiring such equipment in the exercise of their duties.

SECTION 2. Uniform equipment shall be worn only when SO's are on duty, except the uniform may be worn while SO's 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 a SO 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 NJT, and the uniform (or part) shall be ordered from clothier approved by NJT.

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

(b) All SO's shall receive an annual three hundred (\$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 SO, the SO will repair such damage or replace such uniform (or part) at his/her own expense entirely.

ARTICLE XXVII

TRAVEL TIME, EXPENSES

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

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

ARTICLE XXVIII

ATTENDING COURT, COMPANY MEETINGS

SECTION 1. A SO required by NJ Transit to attend court, inquests, Company meetings, seminars, training schools, or to appear as a witness for NJ Transit in disciplinary or similar proceedings during his/her regularly assigned tour of duty shall not suffer any loss in wages. In addition, a SO attending training school shall receive such actual reasonable required expenses as he/she may incur while on this duty.

SECTION 2. Any fees or mileage received shall be assigned to NJT. Transportation will be provided.

ARTICLE XXIX

TRAINING PROGRAMS, SCHOOLS, SEMINARS

SECTION 1: SO's attending training programs, schools, or seminars will be compensated as provided in this Agreement, except that SO's 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.



ARTICLE XXX

USE OF PRIVATE AUTOMOBILES

SECTION 1. SO's shall not be required to furnish their privately owned automobiles for Company business.

SECTION 2: SO's 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 XXXI

INSURANCE BENEFITS

SECTION 1. The Blue Select Plan, as shown in attachment A, including dental and prescription benefits and the HMO Blue option, as proposed by New Jersey Transit, will replace the traditional indemnity plan. Such replacement shall not occur prior to July 1, 2000 in order to afford a full opportunity for review of options by the affected employees. If an SO elects to enroll in any other HMO NJ Transit funding obligation will be limited to its cost for Blue Select.

SECTION 2. (b) Eye Care Package

1. It is agreed that NJT 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.

#### ARTICLE XXXII

#### RIDERSHIP PASSES

NJT shall provide each SO a pass entitling him/her only to ride on commuter lines in the NJT 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 XXXIII

#### DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of proper written authorization, NJT shall deduct FOP dues on a pro-rata basis and shall remit the monies collected to the FOP once a month. The FOP agrees to indemnify and hold harmless NJT 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 FOP and NJT. NJT shall thereafter cease withholding any monies whatsoever under such check off authorization. Assignees shall have no right to or interest whatsoever in any money authorized withheld until such money is actually paid over to them. NJT 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, NJT and its officers and employees shall be released from all liability to the employees-assignors and to the assignees under such assignments.

NJT shall not deduct dues from any employee's salary for an organization other than the FOP.

ARTICLE XXXIV

AGENCY SHOP

SECTION 1. Purpose of Fee: If an employee covered by this Agreement does not become a member of the FOP 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 FOP for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the FOP as majority representative.

SECTION 2. Amount of Fee: Notification - Prior to the beginning of each membership year, the FOP will notify NJT in writing of the amount of the regular membership dues, initiation fees and assessments charged by the FOP 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 FOP will submit to NJT a list of those employees who have not become members of the FOP for the then current membership year. NJT 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 FOP.

(B) Payroll Deduction Schedule - NJT 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 NJT; or

(2) Twenty (20) days after the employee begins his/her employment in bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employee of NJT 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 terminate his/her employment with NJT before the FOP has received the full amount of the representation fee to which it is entitled under this Article, NJT 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 FOP will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the FOP.

(E) Changes - The FOP will notify NJT 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 NJT received said notice.

(F) New Employees - On or about the last day of each month, beginning with the month this Agreement becomes effective, NJT will submit to the FOP 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 XXXV

### RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

SECTION 1. It is recognized that the need for continued and uninterrupted operation of NJT 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 FOP, 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. NJT shall have the right to discipline or discharge any SO engaging in such acts as listed above.

ARTICLE XXXVI

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 Employee Relations Commission.

ARTICLE XXXVII

REDUCTION IN FORCE

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

SECTION 2. When force is reduced or positions are abolished, five (5) working days advance notice shall be provided. Not more than sixteen (16) hours advance notice will be required under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike; provided that NJT 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 address with their employing officer, keep such officer advised of any change in address, and report for service promptly when recalled for regular employment (within seven (7) calendar days after being notified by certified mail or telegram sent to the last address on file). Failure to comply with these requirements will result in loss of seniority unless the employee submits, in writing, a reason that is satisfactory to the management and union representatives. Under this rule, senior furloughed men/women will be expected to report for extra

and temporary work when called, unless exceptions are agreed to by the management and union representative.

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

#### ARTICLE XXXVIII

#### DEFERRED COMPENSATION

NJT shall create a Tax Deferred Savings Plan for each employee and agrees to a 50% match of an employee's contribution to a maximum of three percent (3%). (As an example, if an employee contributes two percent (2%), NJT will contribute one percent (1%). If an employee contributes 10 percent (10%) or above; however, NJT's contribution will not exceed three percent (3%).

#### ARTICLE XXXIX

#### DURATION

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

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 XL

CENTRAL POLICE POOL

NJ Transit may establish a Central Superior Officers Pool (S/O 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 district regions, one Northern and one Southern, divided by a "Plumsted 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, 1997. No officer hired before January 1, 1997 shall be forced to pick a pool position: 1.2; there shall be a sufficient number of non-pool bid positions for all pre-January 1, 1997 officers to have the opportunity to bid for a non-pool position.
- (e) A pool officer's work week shall comprise of four ten hour days and three regular days off, which shall be regularly assigned to that officer on the same basis as a non-pool officers regular days off. This means that a Pool officers regular work week and regular days off are set on the same basis as any other officer, regardless of pay period.
- (f) Prior to the end of each workday, Pool officers shall receive the location and starting time of their next working days assignment. Pool officers will have at least eight hours rest between assigned work shifts. They may, however, be assigned to work overtime following shift subject to the minimum rest requirement.
- (g) Subject to limitations of this section, the Pool will be staffed by qualified officers who have attained the assignment by normal bid procedures or by assignment upon promotion.
- (h) 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

(i) 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.

(j) Pool officers shall be permitted to keep their equipment in their cars to and from their daily assignment; but their weapons and portable radio shall never be left unattended in their vehicles.

(k) If an officer hired before January 1, 1997 who is on the list for a promotion for Sergeant or Lieutenant refuses a Pool position for Sergeant or Lieutenant that person's position on the list shall not be affected.

#### ARTICLE XLI

#### CIVILIANS ON THE RADIO DESK

NJ TRANST may assign non-bargaining unit personnel to the Radio Desk in its sole and absolute discretion provided a Sergeant or Lieutenant is assigned to the Radio Desk at all times.

#### ARTICLE XLII

#### DISCIPLINE

SECTION 1: Except as otherwise provided by law, a transit police officer shall not be removed from employment or position for political reasons or 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, fined or reduced in rank from or in employment or position therein, except for just cause as hereinbefore provided.

SECTION 2: (a) A transit police officer shall not be removed from employment or position, or suspended, fined or reduced in rank 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.

(C) 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.

**SECTION 3:** (a) If a transit police officer is suspended pending a hearing as a result of charges made against such officer, such hearing, except as otherwise provided by law, or a postponement agreed upon by mutual parties shall be commenced within 30 days from the date of the service of the copy of the complaint upon the officer, in default of which the charges shall be dismissed and the officer may be returned to duty.

(b) The officer so charged shall have the right to be represented by Counsel at no cost to NJT. The chief shall prescribe rules and regulations for the conduct of the hearing and the rules and regulations.

(c) Such transit police officer may waive the right to a hearing and may appeal the disposition (hearing may be held in absentia) directly to any available authority specified by law or regulation, or follow any other procedure recognized by a contract, as permitted by law.

(d) The removal procedures set forth in this section do not apply to officers for which specific removal procedures are elsewhere provided by law.

**SECTION 4:** A transit police officer who has been tried and convicted upon any disciplinary charge or charges may obtain a review thereof by the Superior Court.

ARTICLE XLIII

PERSONNEL FILES

SECTION 1: A SO will have the right to review his/her personnel file and training file. The SO shall notify the Chief of Police requesting 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 personnel or training file.

SECTION 3: NJ Transit agrees to protect the confidentiality of the SO'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 the medical, Internal Affairs and background files of an SO

ARTICLE XLIV

COLLEGE TUITION REIMBURSEMENT

SO's will be provided tuition reimbursement consistent with the current Continuing Education Assistance program available to non-agreement employees, see attachment B (policy #3.11), except the SO's will only be eligible for reimbursement for a course 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 XLV

DIRECT DEPOSIT

SECTION 1: SO's will have the option of having their check directly deposited to the account of their choice.

ARTICLE XLVI

OPTIONAL COMPENSATORY TIME BANK

SECTION 1: In lieu of receiving payment for overtime a SO may elect to take compensatory time off. Such compensatory time will be accumulated at the rate of time and one half (1 ½) for each hour worked in excess of 10 hours on any work day; each hour worked on S/O's day off. Compensatory time will not be accumulated more than once for the same working time.

SECTION 2: NJ TRANSIT shall allow S/O's use of the compensatory time within a reasonable period after a written request is submitted. Compensatory time may only be taken after forty-eight (48) hours notice to the Chief of Police or her designee, so as to prevent undue disruption of NJT's operation.

SECTION 3: When an S/O accumulates ten (10) hours or more compensatory time, he/she may request compensatory time off in ten (10) hour increments. The maximum amount of compensatory time a S/O may accumulate in his/her bank is eighty (80) hours. However, Officers whose bank currently is over 80 hours will not lose those hours but may not accumulate any more hours until the bank is below 80.

SECTION 4: Upon leaving service, all banked compensatory time shall be paid by NJT at the straight time rate in effect at the time for the S/O within thirty (30) days of termination unless otherwise mutually agreed by NJT and the S/O.

ARTICLE XLVII

TRAUMA LEAVE

The NJT Police Department recognizes that members of the Department will encounter situations that require police action that will result in varying degrees of emotional and psychological trauma. It is the intent of the department to assist members in understanding the impact of such incidents by providing for a formal and confidential orientation process to be conducted by the Employee Assistance Program (EPA) or a pre-agreed upon professionals. A policy will be written by the Chief of Police with the input of the FOP providing a procedure for handling stressful situations in a manner compatible with both the involved member's physical and mental health and with the necessary investigative responsibilities. The policy shall include the procedure to be followed both at the scene and immediately following the incident. These procedures will not interfere with the Department's administrative or investigatory requirements.

ARTICLE XLVIII

DONATED LEAVE

NJ TRANSIT will establish a donated paid leave program for members of the FOP which will be substantially the same as NJT's policy #3.30 governing non-agreement employees, (see Appendix C).

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 \_\_\_\_\_, 2002.

FOR THE FRATERNAL ORDER OF POLICE

FOR NJ TRANSIT CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Patrick Clark  
President FOB Lodge #37

By: \_\_\_\_\_

Theresa R. Hawthorne  
Negotiations Committee Chairperson  
FOP Lodge #37