

AGREEMENT

BETWEEN

NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

AND

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

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SCOPE

These rules shall be the agreement between New Jersey Transit Rail Operations, Inc. (the "Agency" or "NJT Rail") and its employees of the classifications herein set forth represented by the Brotherhood of Maintenance of Way Employees, engaged in work generally recognized as Maintenance of Way work, such as, inspection, construction, repair and maintenance of water facilities, bridges, culverts, buildings and other structures, tracks, right-of-way, fences and roadbed, and work which, as of the effective date of this Agreement, was being performed by these employees, and shall govern the rates of pay, rules and working conditions of such employees.

In the event the Agency plans to contract out work within the Scope of this Agreement, except in emergencies, the Agency shall notify the General Chairman, in writing, as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto. "Emergencies" applies to fires, floods, heavy snow and like circumstances.

¹In addition, the Agency will notify the Organization of projects which are expected to commence in one year but are postponed to a subsequent year.

If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Company shall promptly meet with him for that purpose. Said Company and Organization representatives shall make a good faith attempt to reach an understanding concerning said contracting, but, if no understanding is reached, the Agency may nevertheless proceed with said contracting and the Organization may file and progress claims in connection therewith.

The listing of the various classifications in Rule 1 is not intended to require the establishment or to prevent the abolishment of positions in any classification, nor to require the maintenance of positions in any classification. The listing of a given classification is not intended to assign work exclusively to that classification. It is understood that employees of one classification may perform work of another classification subject to the terms of this Agreement.

It is understood and agreed in the application of this Scope that any work which is being performed on the property as of December 31, 1982 by employees other than employees covered by this Agreement may continue to be performed by such other employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement. It is also understood that work not covered by this Agreement which is being performed on the property as of December 31, 1982 by employees covered by this Agreement will not be removed from such employees at the locations at which such work is performed by past practice or agreement on the effective date of this Agreement.

¹Changed by MOU May 8, 1990

Definitions:

- (1) The term "union representative" means an individual certified by the Brotherhood of Maintenance of Way Employees.
- (2) Except as otherwise specified, all reference to number of days in this agreement means calendar days.
- (3) The term "change in residence" as used in this Agreement means "transfer to a work location which is located either (a) outside a radius of 50 miles of the employee's former work location and farther from his residence than was his former work location or (B) is located more than 50 normal highway route miles from his residence and also farther from his residence than was his former work location."
- (4) The terms "displace" and "displaced" as used in this Agreement mean physical displacement.
- (5) The terms "Agency's designated official" as used in this Agreement means such person or persons identified and designated from time to time by the Agency in writing to the General Chairman and union representatives to act on the Agency's behalf as required under any given provision of this Agreement.

RULE 1 -- SENIORITY CLASSES

The seniority classes and primary duties of each class are:

Bridge and Building Department

- A. Bridge and Building Roster:
 1. B&B Foreman
Direct and work with employees assigned under his jurisdiction.
 2. B&B Inspector
Inspect bridges, buildings and other structures.
 3. Assistant Foreman
Direct and work with employees assigned to him under the supervision of a Foreman.

4. B&B Mechanic
Construct, repair and maintain bridges, buildings and other structures.
5. B&B Helper
Assist B&B Mechanic.

B. Plumber Roster:

1. Plumber Foreman
Direct and work with employees assigned under his jurisdiction.
2. Plumber
Construct, repair and maintain plumbing and piping facilities.
3. Plumber Helper Assist Plumber.

C. Structural Welder Roster:

1. Structural Welder Foreman
Direct and work with employees assigned under his jurisdiction.
2. Structural Welder
Perform welding on bridges, buildings and other structures.
3. Structural Welder Helper Assist Structural Welder.

Track Department

A. Track Roster:

1. Foreman
Direct and work with employees assigned under his jurisdiction.
2. Assistant Foreman
Direct and work with employees assigned to him under the supervision of a Foreman.

3. Trackman
Construct, maintain, repair, inspect and dismantle track and appurtenances thereto.

B. Machine Operator Roster (*):

1. Machine Operator - Class 3
Operate the following machines:
 - Automatic Spike Driver
 - Boltmaster
 - Joint Straightener
 - Track Liner
 - Handyman
 - Automatic Anchor applier
 - Tie Spacer
 - Snow Flanger
 - Weed Burner or Rail heater
 - Brush cutter
 - Ttie Butt Pusher
 - Adzer - Dual Rail Gang
 - Wide Guage Rail Threader - Dual Rail Gang
 - Standard Guage Rail Threader - Dual Rail Gang
 - Cribber - Dual Rail Gang
 - Tie Destroyer
 - Snow Plow
 - Tie Adzer
 - Plate Placer
 - Rail Heater
 - Tie Plugger
 - Tie Adzer
 - Cribber
 - Adzer
 - Rail Gang Air Compressor
 - Automatic Spike Driver
2. Machine Operator - Class 2
Operate the following machines:
 - Bulldozer
 - Front End Loader
 - Backhoe
 - Crossing machine - Speedswing
 - PM - Multicrane
 - Tampers (without auto raising and lining)
 - Ballast Regulator

Road Grader
Tie Inserter or Injector
Yard Cleaner
Auto Track - Loram (Mannix)
Tie Bed Scarifier/Inserter
Fairmont Tie Extruder - Large
Switch Undercutter
Adzer Cribber
Tie Handler
Tie Saw
Tie Shear
Audiogage
Jet Snow Blower
Yard Cleaner
Autotrack-Loram Mannix

Employees obtaining Machine Operator - Class 2 seniority shall also obtain seniority as Machine Operator - Class 3 if they do not already possess such seniority.

3. Machine Operator - Class 1
Operate the following machines:
 - AM -Locomotive Crane
 - Burro Crane
 - Crawler Crane
 - Truck Crane
 - Gradall - Excavator
 - Pile Driver
 - Production Tamper (with auto. raising & lining)
 - Switch Undercutter
 - Brush Cutter (on track)
 - Jordan Spreader
 - Undercutter/Cleaner

Employees obtaining Machine Operator - Class 1 seniority shall also obtain seniority as Machine Operator- Class 2 and Machine Operator - Class 3 if they do not already possess such seniority.

- C. Welder Roster:
 1. Welder Foreman
Direct and work with employees assigned under his jurisdiction.
 2. Welder
Perform welding of track and appurtenances thereto.
 3. Welder Helper
Assist Welder.

- D. Crossing Watchman Roster:
 - Crossing Watchman
 - Protect traffic at grade crossing

- E. Lubricator Maintainer Roster:
 - Lubricator Maintainer
 - Lubricate track and appurtenances.

- F. Bridge Roster (*):
 - 1. Roving Bridge Operator²
 - Operates bridges.
 - 2. Bridge Operator
 - Operates bridges.
 - 3. Bridge Tender
 - Assist Bridge Operator.

- G. Repairman Roster (*):
 - 1. Repairman Foreman
 - Direct and work with employees assigned under his jurisdiction.
 - 2. Repairman
 - Repair tools, machinery and equipment.
 - 3. Repairman Helper
 - Assist Repairman.

- H. Vehicle Operator Roster (*)³
 - Vehicle Operator - Class 1
 - Operate Tractor - Trailer and other agreed upon equipment.
 - Vehicle Operator - Class 2
 - Operate highway or rail-highway vehicles.

(*)Applies to such positions in either Track or B&B Departments.

²Refer to Appendix K

³Modified by LOU 9/6/88, refer to Appendix H.

RULE 2 -- APPLICATION FOR EMPLOYMENT

Section 1. Probationary period.

Applications for employment will be rejected within one hundred and twenty (120)⁴ days (90 days former railroad service) after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Agency must be declined in writing to the applicant.

Section 2. Omission or falsification of information.

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the Agency for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Agency had timely knowledge of it.

Section 3. Prospective Employee Application Process.

Applicants for employment after January 1, 1983 will be required to answer questions necessary to determine whether or not they are qualified to become satisfactory employees and will undergo a physical examination to determine their fitness for the work required and to protect the health and safety of employees.

RULE 3-- SELECTION OF POSITIONS

Section 1. Assignment of position.

In the assignment of employees to positions under this Agreement, qualification being sufficient, seniority shall govern.

The word "seniority" as used in this Rule means, first, seniority in the class in which the assignment is to be made, and thereafter, in the lower classes, respectively, in the same group in the order in which they appear on the seniority roster.

⁴Modified by MOU dated June 1, 2000

Section 2. Qualifications for positions.

In making application for an advertised position or vacancy, or in the exercise of seniority, an employee will be permitted, on written request, or may be required, to give a reasonable, practical demonstration of his qualifications to perform the duties of the position.

Section 3. Advertisement and Award

(a) All positions and vacancies (except vacations) anticipated to be more than thirty (30) days duration will be advertised within thirty (30) days previous to or within twenty (20) days following the dates they occur. The advertisement shall show position title, rate of pay, headquarters, tour of duty, rest days and designated meal period.

(b) Advertisements will be posted on Monday for seven (7) consecutive days and shall close at 5:00 PM. on the following Monday. Advertisement will be posted at the headquarters of the gangs in the Maintenance of Way Department of employees entitled to consideration in filling the positions, during which time an employee may file his application.

(c) Application for new position or vacancy advertised under this Rule may only be made by active employees and must be prepared on an appropriate form furnished by the Agency with receipt attached thereto, properly filled out, and filed with the official whose name appears on the advertisement, who will detach receipt, sign, and return same to the applicant.

(d) Awards will be made and bulletin announcing the name of the successful applicant will be posted within seven (7) days after the close of the advertisement.

This Rule shall not be construed so as to require the placing of employees on their awarded positions when properly qualified employees are not available at the time to fill their places, but physical transfer must be made within ten (10) days.

(e) An advertisement may be canceled within seven (7) days from the date advertisement is posted.

(f) An employee who desires to withdraw his bid or application for an advertised position or vacancy must file his request, in writing, with the official whose name appears on the advertisement within seven (7) days from the date the advertisement is posted.

(g) Copy of advertisements, awards and abolishments will be furnished the General Chairman or designated representative.

(h)⁵ Employees awarded positions other than Trackman may bid to a lower rated position within the same seniority roster; i.e., Foreman to Assistant Foreman, Machine Operator I to Machine Operator II, etc., two (2) times per calendar year without an existing hardship. Thereafter, such employees shall not be awarded a higher rated position within the same seniority roster for the remainder of the calendar year unless to avoid a hardship, i.e., to avoid furlough or to avoid traveling in excess of fifty (50) miles to the next available position.

Section 4. Filling temporary vacancies.

(a) A position or vacancy may be filled temporarily pending assignment. When new positions or vacancies occur, the senior qualified available employees will be given preference, whether working in a lower rated position or in the same grade or class pending advertisement and award.

(b) An employee so assigned may be displaced by a senior qualified employee working in a lower rated position or in the same grade or class, provided displacement is made prior to the starting time of the assigned tour of duty, by notice to the foreman or other officer in charge. The latter employee will not be subject to displacement from such temporary assignment by a senior employee unless the senior employee is unable to exercise seniority to another position not requiring a change in residence.

(c) Employees temporarily assigned in accordance with the foregoing will be governed by the starting time, headquarters, tour of duty and rate of pay of the position so filled.

The provisions of this paragraph (c) apply only when positions are filled by the Agency in accordance with paragraph (a) of this Rule, and when an employee in the exercise of seniority displaces a junior employee.

The provisions of this paragraph (c) do not apply to employees assigned by the Agency to fill vacancies or new positions pending assignment after they have expressed a desire not to be so assigned.

(d) An employee assigned to temporary service may, when released, return to the position from which taken without loss of seniority; in the event the position from which he was taken has been permanently filled by a senior employee in the exercise of seniority or abolished during his absence, he may exercise his seniority in accordance with provisions of Rule 4, Section 2.

(e) The word "senior" as used in paragraph (a) of this Section means, first, senior in the class in which the assignment is to be made and, thereafter, in the lower classes,

⁵New rule. Created by MOU date September 14, 1994

respectively, in the same group in the order in which the classes appear on the seniority roster. The word "senior" as used in paragraph (b) of this Section means either senior in the class in which the assignment has been made or senior in the highest class in the same group in which the employee assigned holds seniority.

- (f) Vacancies which are not advertised may be filled in like manner.

Section 5. Failure to qualify -- Advertised position.

An employee failing to qualify for a position within thirty (30) days will not acquire seniority dating on the position for which he failed to qualify and will, within five (5) working days, return to his former position unless it has been abolished or filled by a senior employee, in which event he may exercise seniority.

Section 6. Application for former position vacated.

When an employee bids for and is awarded a position, his former position will be declared vacant and advertised. Such employee cannot make application for the position he has just vacated, unless his new position is abolished or he is displaced therefrom or if his former position is vacated by the employee who filled the vacancy, he may then make application and his application will be considered.

RULE 4 -- SENIORITY

Section 1. Seniority date.

(a) Except as provided in Rule 3, Section 5, seniority begins at the time the employee's pay starts. If two (2) or more employees start to work on the same day, their seniority rank on the roster will be in alphabetical order. An employee assigned to a position of higher class than trackman will begin to earn seniority in such higher class and lower class on the same seniority roster in which he has not previously acquired seniority from the date first awarded an advertised position in such higher class. He will retain and accumulate seniority in the lower class from which assigned. An employee entering service in a class above that of trackman will acquire seniority in that class from the date assigned to an advertised position and will establish seniority as of the same date in all lower classes on the same seniority roster.

An employee displacing a junior employee who was promoted in his absence in accordance with Rule 5 (a) shall acquire the same seniority date as the employee displaced and shall rank immediately above such employee.

(b) If two (2) or more employees acquire seniority in a higher class the same day, their relative rank in the higher class shall be the same as in the class from which promoted.

If promoted from different classes, they will be ranked in accordance with their earliest seniority dates

(c) No new employee will obtain a roster standing until he has performed one hundred and twenty (120)⁶ days of service (90 days with prior railroad service).

Section 2. Exercise of seniority.

(a) Except as otherwise provided, an employee may exercise seniority to a position for which he is qualified:

1. when his position is abolished;
2. when the senior employee displacing him physically assumes the duties of the position;
3. when the starting time of his position is changed more than one (1) hour except changes caused by Daylight Saving Time;
4. when the rest days of his position are changed;
5. when returning from a supervisory or official position;
6. when returning from leave of absence, sickness, jury duty, disability, special duty, vacation or suspension and his former position has been abolished or filled in the exercise of seniority;
7. when headquarters are changed; or
8. when disqualified.

(b)⁷ An employee entitled to exercise seniority must exercise seniority within five (5) working days after the date affected. Failure to exercise seniority to any position not requiring a change in residence shall result in forfeiture of all seniority under this Agreement. If he presents evidence to his supervisor that extenuating circumstances prevented the exercise of seniority, the five (5) working days specified above shall be extended proportionately to the extent of his absence on account of such circumstances. An employee who is unable to so exercise seniority and who elects not to exercise other seniority, shall be furloughed.

⁶Modified by MOU dated 6/1/00

⁷Modified by MOU dated September 14, 1994

(c) Furloughed employees desiring to protect their seniority will keep their correct address on file with the Agency and the General Chairman.

(d) As mutually agreed upon, the five (5) working days refers to the working days that the Assignment Office is open for business and available to the craft employees seeking assistance when exercising seniority. It remains understood, that should an employee wish to make an exercise of seniority on a day the Assignment Office is not open, field displacements may then be made.

Section 3. Return to service.⁷

An employee not in service will be subject to return to work from furlough in seniority order in any class in which he holds seniority not requiring a change in residence. If he fails to return to service within five (5) working days from date notified by certified mail to his last recorded address for a position or vacancy of thirty (30) days or more duration, he will forfeit all seniority under this Agreement. Forfeiture of seniority under this paragraph will not apply when an employee furnishes satisfactory evidence to the officer signatory to the notification that failure to respond within five (5) working days was due to conditions beyond his control. Copy of recall letter shall be furnished the designated union representative.

Section 4.⁸ Appointment to official or supervisory positions - Retention of seniority.

An employee now filling, including those transferred to the Agency from Conrail effective January 1,1983, or who may hereafter accept a supervisory position in the Maintenance of Way Department, including supervisory positions represented by other unions, or official positions with the Agency, shall retain and accumulate seniority, pursuant to provisions (a) and (b):

(a) Any employee who was promoted to an official, supervisory or excepted position from the craft or class represented by the BMWE on or before the date of ratification may elect to accumulate seniority within the craft or class represented by the BMWE. Such an employee who elects to accumulate seniority shall have ninety (90) days from the effective date of this Agreement to pay a fee no greater than the current quarter's membership dues to the applicable local lodge.

Thereafter, he shall accumulate seniority so long as he pays a fee no greater than the current membership dues of his local lodge. In the event such an employee does not pay the required fees, the duly authorized representative of the BMWE shall so notify the designated Carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the BMWE shall be provided. If such promoted employee is not reinstated he shall retain but cease to accumulate seniority in the craft or class represented by the BMWE.

⁸Modified by MOU dated May 8, 1990. Reference is made to Appendices D and E

(b) An employee who is promoted to an official, supervisory or excepted position from the craft or class represented by the BMWWE subsequent to the date of ratification, may elect to retain and accumulate seniority within the craft or class represented by the BMWWE so long as he pays a fee no greater than the current membership dues to the applicable local lodge. In the event such an employee fails to pay such fee, the duly authorized representative of the BMWWE shall so notify the designated Carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the BMWWE shall be provided. If such promoted employee is not reinstated, his seniority in the craft or class represented by the BMWWE shall be terminated and his name shall be removed from the appropriate seniority roster.

An employee returning from a supervisory or official position must displace any junior employee in the seniority district from which promoted within thirty (30) days from the date he leaves such supervisory or official position in accordance with Section 2 of this Rule.

Section 5. Seniority districts.

The Agency operating territory shall constitute a single seniority district with separate recognition for track and for bridge and building.

Section 6. Seniority rosters.

(a) A roster, revised as of January 1 and to be posted March 1 (except in 1983, when such roster shall be posted March 1 or as promptly thereafter as practicable but no later than May 1), showing the employees' seniority date in the appropriate seniority district will be posted within such seniority district at headquarter points where employees are required to report for work. Copies of all rosters will be furnished the General Chairman and the involved local representative(s).

(b) Employees shall have 60 (except in 1983, when an employee shall have ninety (90)) days from the date the roster is posted to file a protest, in writing, with the designated officer of the Agency, with copy furnished the General Chairman and local representative. Employees off duty on leave of absence, furlough, sickness, disability, jury duty or suspension at the time the roster is posted, will have not less than 60 days from the date they return to duty to enter protest.

(c) No change on seniority rosters will be made by the Agency without conference and agreement with the involved union representative.

**RULE 5 -- RETURNING TO DUTY AFTER LEAVE OF ABSENCE
SICKNESS, ETC. - EXERCISE OF SENIORITY**

(a)⁹ An employee returning to duty after leave of absence, vacation, sickness, jury duty, disability, or suspension shall return to his former position and may, within five (5) working days after his return to his former position, exercise displacement to any position advertised during his absence or may displace any junior employee promoted during his absence, subject to Rule 3, Section 2.

(b) If, during such absence, his former position is abolished or filled by another employee in the exercise of seniority, he may exercise seniority as outlined in Rule 4, Section 2 or may displace any junior employee promoted during his absence, subject to Rule 3, Section 2.

(c) An employee displaced from his position by the return of an employee from leave of absence, vacation, sickness, jury duty, disability, or suspension shall exercise seniority as outlined in Rule 4, Section 2.

(d)¹⁰ An employee, failing to exercise seniority within the five (5) working days specified in paragraph (a) of this Rule, will forfeit the right to exercise seniority.

RULE 6- REDUCING FORCES

(a) Notice of force reduction or abolishment of positions shall be given not less than five (5) working days (four (4) working days for four (4) day gangs) in advance and bulletin shall be promptly posted identifying the positions to be abolished, except no advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of the Agency's operations in whole or in part. Such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. Notwithstanding the foregoing any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position. A copy of the bulletin shall be furnished to the designated union representative.

(b) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Agency's operation in whole or in part is due to a labor dispute between the Agency and any of its employees.

(c) This Rule will be applied so that the notice will be given on an assigned working day and within the assigned working hours of the position.

⁹Modified by MOU dated September 14, 1994

¹⁰Modified by MOU dated September 14, 1994

RULE 7--LEAVE OF ABSENCE

(a) When requirements of the service will permit and if satisfactory reason is given therefor, employees, upon written request, shall be granted leave of absence for a limited time, without loss of seniority. If for thirty (30) days; or less, request must be made to the employee's supervisor; If more than thirty (30) days, request must be made to the Agency's designated official, in writing, with a copy to the designated union representative. Leave of absence in excess of ninety (90) days shall not be granted unless agreed to between the Agency's designated official and the General Chairman.

Employees failing to return when leave of absence expires will forfeit seniority unless proper extension has been obtained.

(b)¹¹ 3 An employee on leave of absence, who engages in outside employment, will forfeit his seniority unless authorized by agreement between the Agency's designated official and the General Chairman.

(c) The employee may return to service prior to the full completion of the leave of absence upon giving two (2) days advance notice to the Agency's designated official.

(d) An employee shall be granted a leave of absence to serve as accredited representative of the Brotherhood of Maintenance of Way Employees.

(e) An employee given a leave of absence will retain and accumulate seniority during the period of such leave of absence.

RULE 8-- ACCEPTING POSITIONS UNDER OTHER AGREEMENTS³

Except as provided in Rule 4, Section 4, an active employee who accepts a position coming within the scope of any other agreement for more than fifteen (15) days, without having his seniority protected by an agreement between the Agency's designated official and General Chairman, will forfeit all seniority under this Agreement.

RULE 9 -- TIME ALLOWANCES

(a) Except as otherwise provided, eight (8) consecutive hours ten (10) hours for four (4) day gangs), exclusive of meal period, worked or held for duty, shall constitute a day.

¹¹ Modified by LOU's, 4 & 6, dated July 6, 1987 and September 2, 1988, respectively.

(b) Working time shall not be reduced to less than five (5) consecutive eight (8) hour days per week or four (4) consecutive ten (10) hour days per week.

(c) When one of the holidays, specified in Rule 13, occurs on a day an employee would otherwise be assigned to work, time in such week will be reduced by one (1) day (eight (8) hours for a four (4) day gang).

When such a holiday is not worked, four (4) ten (10) hour day employees may be worked up to thirty-two (32) hours at the straight time rate during the three (3) working days of such week. When such a holiday is worked, the employees will be paid at time and one half rates for the first eight (8) hours and after the tenth hour.

(d) This Rule shall not be construed as restricting or prohibiting changes in the number of hourly rated employees employed based on the requirements of service.

RULE 10-- 40 HOUR WORK WEEK

(a) Except as otherwise provided in this Agreement, the Agency will establish for all employees a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7). The work week may be staggered in accordance with the Agency's operational requirements. So far as practicable the days off shall be Saturday and Sunday. The foregoing work week is subject to the following provisions of this Rule.

(b) The expressions "positions" and "work", as used in this Rule, refer to services, duties or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

(c) On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(d) Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(e) On positions which are filled seven (7) days per week, any two (2) consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

(f) Except as otherwise provided in this Agreement, all possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service, or combination thereof, or to perform relief work on certain days and such types of other work under this Agreement on other days as may be assigned.

Assignments for regular relief positions may, on different days, include different starting times, duties, and work locations for employees of the same craft or class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employers whom they are relieving.

(g) In positions or work extending over a period of five (5) days per week, where the Agency contends an operational problem cannot be met under the provisions of paragraph (c) of this Rule, some of the employees may, as agreed upon by the General Chairman and the Agency's designated official, be assigned Sunday and Monday instead of Saturday and Sunday as days off. If the parties fail to agree thereon and the Agency nevertheless puts such assignments in effect, the dispute may be progressed as a grievance or claim.

(h) The typical work week will be one with two (2) consecutive days off. When an operating problem exists which affects the consecutiveness of the rest days of positions or assignments covered by paragraphs (d), (e), and (t) of this Rule, the following procedure shall be used:

- (1) All possible regular relief assignments shall be established pursuant to paragraph (t) of this Rule.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement between the Agency's designated official and District Chairman, or in accordance with other provisions of this Agreement.
- (3) Possible accumulation of rest time, and granting of longer consecutive rest periods, by agreement between the Agency's designated official and General Chairman.
- (4) If consecutive rest days can not be established in accordance with the foregoing, then some of the relief men may be given non-consecutive rest days.
- (5) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.
- (6) If the parties are in disagreement over the necessity of splitting the rest days on any such assignment, the Agency may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim, and in such proceedings the burden will be on the Agency to prove that the operational requirements would

be impaired if it did not split the rest days in question, and that this could be avoided only by working certain employees in excess of five (5) days per week.

- (7) The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven (7) consecutive days, starting with Monday.

(i) ¹²The work week of employees assigned to systemwide work may consist of four (4) consecutive days of ten (10) straight time hours each, with three (3) consecutive rest days.

In the event the work week is changed to a five (5) day basis, or vice versa, for any such gang, the General Chairman shall be given at least five (5) days written notice thereof by the Agency's designated official except that such changes may be made in less than five (5) days upon concurrence of the General Chairman.

RULE 11--OVERTIME

(a) Time worked preceding or following and continuous with a regularly assigned work period shall be computed on the actual minute basis and paid for at time and one half rates, with double time computed on the actual minute basis after sixteen (16) continuous hours of work in any 24 hour period computed from the starting time of the employee's regular shift.

(b) Where the assignments of Highway Crossing Watchmen provide for eight (8) non-consecutive hours of work, divided into two (2) or more periods of less than eight (8) hours each, time worked outside of such work periods but preceding or following and continuous with such work periods shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen (16) continuous hours of actual work in any 24 hour period computed from the starting time of the employee's regular shift.

(c) The starting time of the work period of other than regularly assigned employees temporarily brought into service in emergencies, will be considered as of the time they commence work or report for work, whichever is earlier.

(d) Time worked in excess of forty (40) straight-time hours in any work week shall be paid at time and one-half rates except where such work is performed by an employee due to moving from one (1) assignment to another or where days off are being accumulated in accordance with the provisions of Rule 10.

(e) Employees worked more than five (5) days (four (4) days for four (4) day gangs)

¹² Modified by MOU dated June 1, 2000

in a work week shall be paid at time and one-half rates for work on the remaining days of their work weeks, except where such work is performed by an employee moving from one (1) assignment to another or where days off are being accumulated in accordance with provisions of Rule 10.

(f) There shall be no overtime on overtime; neither shall overtime hours paid for other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(g) Time spent by such employees making out reports that have been or are agreed upon by the Agency's designated official and the General Chairman shall not be considered as time worked for which additional compensation is required.

(h) If during the time on the road an employee is relieved from duty and is permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each assigned day, when such irregular service prevents the employee from making his regular daily hours on assigned territory.

(i) An employee will not be required to suspend work for the purpose of absorbing overtime.

RULE 12 -- STARTING AND ENDING TIME AND CHANGES THEREIN

(a) Except as otherwise provided, time of employees will start and end at their advertised headquarters.

(b) Daylight assignments shall start between 6:00 A.M. and 8:00 A.M., however, track production gangs may be required to start between 5:00 A.M. and 8:00 A.M. from May 1 through September 30.

(c) Starting times outside the hours specified in paragraph (b) of this Rule may be established by agreement, in writing, between the Agency's designated official and the designated union representative.

(d) Starting times will not be changed without first giving the employees affected thirty-six (36) hours posted notice and then not more often than every seven (7) days.

RULE 13 -- HOLIDAY - REST DAY WORK

(a) Service performed on assigned rest days and on the following legal holidays, namely:

New Year's Day	Labor Day
Martin Luther King, Jr. Day ¹³	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas
Fourth of July	New Year's Eve Day

(Christmas Eve Day is the day before Christmas is observed).

(New Years Eve Day is the day before New Year's Day is observed).

shall be paid for at the rate of time and on-half, computed on the actual minute basis with a minimum of four (4) hours at the straight time rate for two (2) hours and forty (40) minutes work or less. Such work in excess of sixteen (16) consecutive hours shall be paid at the double time rate.

(b)¹⁴ When any of the above holidays falls on a Saturday or Sunday, the day observed by the State shall be considered the holiday.

(c) When a holiday falls with a four (4) day work week, it may, by agreement be shifted to the first of last work day of the work week.

RULE 14 -- PAID HOLIDAYS

(a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) hereof, each regularly assigned employee shall receive eight (8) hours pay at the straight time rate of the position to which assigned for each of the holidays enumerated in Rule 13.

Subject to the applicable qualifying requirements in paragraph (b) hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof, provided (1) compensation for service paid him by the Agency is credited to eleven (11) or more of the thirty (30) days immediately preceding the holiday and (2) he has had a seniority date for at least ninety (90)¹⁵ days or has sixty (60) days of continuous service

¹³ Modified by MOU date May 27, 1987

¹⁴ Modified by MOU date May 8, 1990

¹⁵ Modified by MOU date May 27, 1987

preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause retirement, death, non-compliance with the union shop agreement, or disapproval of application for employment.

(b) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him by the agency is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following the rest days shall be considered the workday immediately following the holiday. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

All others for whom holiday pay is provided in paragraph (a) hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the Agency is credited; or
- (ii) Such employee is available for service.

Note: "Available" as used in subsection (ii) above is interpreted to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable-agreement, for service.

(c) When any of the holidays enumerated in Rule 13, or the day observed, falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in paragraph (a) of this Rule provided he meets the qualification requirements specified. The "workday" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes. An employee's vacation period will not be extended by reason of any of the twelve (12) recognized holidays, or the day observed.

(d) Special qualifying provision for employees qualifying for any of the pairs of holidays designated as Thanksgiving and the day after, Christmas Eve and Christmas, and New Year's Eve and New Year's Day:

An employee who meets all other qualifying requirements will qualify for holiday pay for each such pair of holidays if on the "workday" or the "day", as the case may be, immediately preceding the first day of the holiday he fulfills the qualifying requirement applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately preceding the first day of the holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both the first and second day may qualify for holiday pay for either day under the provisions applicable to holidays generally.

(e) Under no circumstances will an employee be allowed more than one (1) overtime payment for service performed by him on a holiday which is also a work day, a rest day and/or vacation day.

RULE 15 -- WORKING LESS THAN FULL DAY WHEN WEATHER CONDITIONS PREVENT WORK BEING PERFORMED

Employees in gangs of ten (10) or more reporting at their regular starting time and place for the day's work, and when weather conditions prevent work being performed as determined by the supervisor in charge, will be allowed a minimum of four (4) hours (five {5} hours for four {4} day gangs); if held on duty beyond four (4) hour (five {5} hours for four {4} day gangs), they will be paid on a minute basis.

RULE 16 -- CALLS

(a) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and shall be paid thereafter, a minimum of two (2) hours and forty (40) minutes at the rate of time and one-half. If held on duty longer than two (2) hours and forty (40) minutes, they shall be paid at the applicable overtime rate on the actual minute basis. Time will be considered continuous if an employee is called and reports within thirty (30) minutes after his assigned working hours.

(b) The time of employees so notified to report at a designated time to perform service outside of and not continuous with the regularly assigned working hours shall begin at the time reporting for service and end when released at headquarters. The time of employees so called to perform such service immediately shall begin at the time reporting for service and end when they are released at their headquarters.

RULE 17-- PREFERENCE FOR OVERTIME WORK

Employees will, if qualified and available, be given preference for overtime work, including calls, on work ordinarily and customarily performed by them during the course of their work week or day in the order of their seniority.

RULE 18-- MEALS AND LODGING

Section 1. Meal period.

(a) Except as provided in paragraphs (d) and (e) of this Rule, the meal period shall be thirty (30) minutes which shall be during the fifth or sixth hour after the advertised

starting time. A shorter or longer meal period may be established by agreement between the Agency's designated official and General Chairman.

(b) If the meal period is not afforded within the time limit specified in paragraph (a) of this Section and is worked, it will be paid for at straight time rate and twenty (20) minutes allowed for lunch at the first opportunity without loss of pay.

(c)¹⁶ Employees shall not be required to work more than six (6) hours after their first meal period without being furnished meals by the Agency. Subsequent meal periods will be allowed at five (5) hour intervals. The second and subsequent meals shall be furnished by the Agency. Time eating such meals will be considered as time worked.

(d) For regular operations requiring consecutive eight (8) hour tricks, employees assigned thereto will be allowed a maximum of twenty (20) minutes in which to eat without deduction in pay.

(e) Employees assigned to positions of track, bridge, highway, railroad crossing watchmen and bridge tenders, shall be allowed twenty (20) minutes within which to eat without deduction in pay, and will be held responsible for their regular duties during this twenty (20) minute period.

(f) In accordance with Rule 18 - meals and Lodging, the Carrier may reimburse employees \$12.00 in lieu of each meal which the Carrier is required to provide and does not furnish. A twenty (20) minute paid meal period must be provided with each meal provided or reimbursed. **

Section 2. Meals and lodging Employees with fixed headquarters.

An employee taken off assigned territory to work elsewhere will be furnished meals and lodging by the Agency. This paragraph will not apply to an employee customarily carrying midday lunch and not being held away from assigned territory an unreasonable time beyond the evening meal hour.

RULE 19--ASSIGNMENT TO HIGHER OR LOWER RATED POSITIONS¹⁷

An employee may be temporarily assigned to different classes of work within the range of his ability. In filling the position which pays a higher rate, he shall receive such rate for the time thus employed, except, if assigned for more than four (4) hours, he shall receive the higher rate for the entire tour. If assigned to a lower rated position, he will be

¹⁶ Applicable to all system-wide gangs as identified by Rule 24, per MOU dated September 14, 1994
**Modified per MOU Sept. 9, 2007

¹⁷ Refer to LOU No. 12 dated June 23, 1993

paid the rate of his regular position.

RULE 20 -- ATTENDING COURT

(a) When attending court as witness for the Agency, an employee will be allowed compensation equal to what would have been earned had such interruption not taken place, and, in addition thereto, reasonable actual expenses while away from headquarters.

(b) If an employee is required to attend court as a witness for the Agency on a day that he is not assigned to work, he will be allowed eight (8) hours pay at his straight time rate, and, in addition thereto, reasonable actual expenses while away from headquarters.

(c) All fees and mileage accruing to an employee required to attend court as a witness for the Agency will be assigned to the Agency.

RULE 21- PAYMENT FOR ATTENDING INVESTIGATIONS AND HEARING

(a) Where practicable, investigations and hearings will be held during assigned working hours.

(b) When attending an investigation or hearing by direction of an officer of the Agency, during his working hours, either regular or overtime, an employee shall not suffer any loss of compensation.

(c) An employee required by the Agency to attend an investigation or hearing immediately after having finished, or just prior to reporting for work, and continuous therewith, shall be compensated at the overtime rate for the time spent in attending such investigation or hearing outside of his working hours.

(d) When attending an investigation or hearing by direction of the Agency on an assigned rest day, an employee shall be compensated for the time so spent with a minimum of three (3) hours at the straight time rate of his position. If such employee would have been entitled to work on such day, he will be allowed compensation at the time and one-half rate for the number of hours he would have worked had such interruption not taken place and at the straight time rate for any additional time attending the investigation or hearing.

(e) When attending an investigation or hearing by direction of the Agency on a holiday which falls on a day on which an employee is normally assigned to work, such employee will be compensated for the time so spent as though he had worked.

(f) For attending an investigation or hearing by direction of an officer of the Agency at any time other than those mentioned above, an employee shall be compensated for the time so spent, with a minimum of three (3) hours at the straight time rate of his position.

(g) The above provisions do not apply to the time spent attending an investigation or hearing outside his assigned hours for an employee found guilty.

(h) Actual, pertinent witnesses who attend investigations or hearings will be paid in the same manner as applicable by this Rule.

RULE 22-- EXAMINATIONS - PHYSICAL AND OTHER

When examinations are required by the Agency, arrangements shall be made to take them without loss of time except:

(a) Examinations required of an employee returning from furlough, discipline, leave of absence or from absence caused by sickness or disability need not be given during the employee's tour of duty.

(b) Employees required to take examinations, other than those covered by paragraph (a) of this Rule outside the hours of their regular tours of duty will be paid therefore under the provisions of Rules 11 or 16, whichever is applicable.

RULE 23-- WAITING OR TRAVELING BY DIRECTION OF COMPANY

An employee waiting or traveling by direction of the Agency by passenger train, motor car, or any other method of transportation will be allowed straight time for actual time waiting and/or traveling during or outside of the regularly assigned hours, except:

(a) Travel time on work trains or work-wreck trains by employees assigned thereto will be paid for as working time.

(b) Employees traveling on a motor car, trailer or highway vehicle, who are required to operate, supervise (Foreman), flag or move the car or trailer to or from the track, or handle tools to and from such vehicles, shall be paid for time riding as time worked.

(c) As provided in Rule 16.

(d) An employee will not be allowed time while traveling in the exercise of seniority or between his home and designated assembling points, or for other personal reasons.

(e) Employees assigned and held responsible for bulldozers or other heavy machines being transported from one location to another will be paid for time riding as time worked.

RULE 24-- SYSTEM TRACK AND STRUCTURAL UNITS¹⁸

(a) The Agency may establish system units, also known as "gangs", upon notice to the General Chairman, except in emergencies, to carry out the following types of projects over the entire operating territory of the Agency:

1. Ballast Cleaner, Brownhorst, Speno or other large on-track units.
2. Rail Surface Grinding Train units
3. Rail Laying Train
4. Track Welding and Grinding
5. Structural Welding
6. Undercutter
7. Track Sweeper (on-track)
8. Pile Driver
9. Tie Installation Unit
10. Surfacing Unit
11. Mechanical Brush Gang
12. Extra Gang established to do special projects, including switch or crossing work
13. Bridge and Building gangs for construction, reconstruction or rehabilitation of Bridges and Station facilities.

Auxiliary forces that may work in conjunction with the above system units are:

1. Crossing Gang
2. Material Distribution Gang
3. Scrap Pick-up Gang

(b) All positions on a system unit will be bulletined and awarded in accordance with the bulletining and awarding Rule of this Agreement, provided that, notwithstanding any provision of this Agreement to the contrary, the Agency has the right to require the junior rostered employee in the relevant class to accept assignment if he lives within 50 highway miles of the assignment and the position is not able to be filled under the bulletining and awarding procedure otherwise provided under this Agreement. Notwithstanding any other provision of this Agreement, system units, if established, and employees in such units shall not have designated or advertised headquarters.

(i) Trackman:

The Agency may force assign to a district gang the junior furloughed trackman who

¹⁸ Modified by MOU dated May 8, 1990

is within the 50 highway mile zone only if there are no qualified bidders under the bidding and bulletining procedures of the Agreement.

(ii) Machine Operator:

The Agency may force assign the junior furloughed machine operator to a district gang who is within the 50 highway mile zone only if there are no qualified bidders under the bidding and bulletining procedure of the Agreement.

(iii) Assistant Foreman and Foreman:

(a) The Agency may force assign the junior qualified furloughed employee who holds seniority in the position sought to be filled.

(b) The Agency may force assign any active junior track man who is qualified and holds seniority in the position sought within the 50 highway mile zone.

(c) The General Chairman and NIT Rail may enter into agreements providing for a per diem allowance to be paid to employees assigned to system units on the NIT Rail system. Such allowance shall be in lieu of any other allowance or provision required by rule, custom or practice relating to travel time, transportation, meals or lodging, however established.

RULE 25-- CLAIMS AND GRIEVANCES

(a) A claim or grievance must be presented, in writing, by an employee or on his behalf by his union representative to the Agency's Engineer - Track or other designated official within thirty (30) days from the date of the occurrence on which the claim is based. The Agency's Engineer-Track or other designated official shall render a decision within thirty (30) days from the date same is filed, in writing, to whoever filed the claim or grievance (the employee or his union representative). When not so notified, the claim will be allowed.

(b) A claim or grievance denied in accordance with paragraph (a) shall be considered closed unless it is listed for discussion with the Agency's Manager-Labor Relations by the employee or his union representative within forty-five (45) days after the date it was denied. A claim or grievance listed ten (10) days prior to the date of a scheduled meeting with the local committee will be placed on the docket for discussion at such meeting. When a claim or grievance is not allowed, the Agency's Manager - Labor Relations will so notify, in writing, whoever listed the claim or grievance (employee or his union representative) within forty-five (45) days after the date the claim or grievance was discussed of the reason therefor. When not so notified, the claim will be allowed.

(c) A claim or grievance denied in accordance with paragraph (b) shall be considered closed unless it is listed for discussion with the Agency's Director Labor Relations by the employee or his union representative within sixty (60) days after the date

the claim or grievance was denied by the Manager Labor Relations. All such cases listed ten (10) days prior to the date of a scheduled system meeting will be placed on the docket for discussion at such meeting. When a claim or grievance is not allowed, the Director Labor Relations will so notify, in writing, the General Chairman (and the employee, if the employee listed the claim or grievance) within sixty (60) days after the case was discussed at a scheduled system meeting of the reason therefor. When not so notified, the claim will be allowed.

(d) A claim or grievance denied in accordance with paragraph (c) will be considered closed unless within one hundred eighty (180) days from the day of the decision of the Agency's Director Labor Relations proceedings are instituted before the Special Adjustment Board established pursuant to paragraph (t) of this Section or such other tribunal or board as may be legally substituted for it under the Railway Labor Act.

(e) The time limits specified in paragraph (b), (c) or (d) may be extended by agreement in any particular case. When the U.S. mail is used, the postmark will govern in determining compliance with the various time limits.

(f)¹⁹ There shall be a Special Adjustment Board, established pursuant to section 3, second, of the Railway Labor Act, which shall be known as Special Board of Adjustment No. (the "Board"):

1. The Board shall have jurisdiction over the following matters:
 - (i) all disciplinary disputes appealed under Rule 26,
 - (ii) all disputes appealed from the Director Labor Relations level of the grievance procedures established under this Rule,
 - (iii) other matters arising under this Agreement.

In the event a disagreement exists regarding the arbitrability of an issue, the tribunal shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the tribunal shall then proceed to determine the merits of the dispute.

2. The Board shall consist of three members. One member shall be a representative of the Union. The second member shall be selected by NJT Rail. A third member, who shall be the chairman of the Board, shall be a neutral person and shall be selected as provided in this Article. Party members of the Board may be changed from time to time, or at any time, by the respective parties appointing them.
3. The NJT Rail member and the Union member shall confer thirty (30) working days prior to the commencement of a Board and from time to

¹⁹ Reference is made to Appendix 1

time thereafter as a vacancy occurs for the purpose of selecting a neutral member. Each party shall submit a list of five names. The other party may reject three of the names. The remaining four names will be the subject for discussion as to the appointment of a neutral member.

4. If no name is mutually acceptable, the parties shall within fifteen (15) working days prior to the establishment of the Board and from time to time thereafter in connection with any vacancy request the National Mediation Board to appoint the neutral member.
5. The compensation and expenses of the Union member and the NJT Rail member shall be paid by the Union and NJT Rail respectively. The compensation and expenses of the neutral member and all other expenses shall be paid by the National Mediation Board to the extent funds are appropriated for that purpose, and any amounts not so paid shall be shared equally by NJT Rail and the Union.
6. The Board shall meet as required but not more than once a month and shall hear such matters within its jurisdiction as have been filed not less than 30 days prior to the meeting. Such meetings shall be convened in Newark, New Jersey.
7. Time limits with regard to appeals to the Board shall be controlled by Rule 25 Claims and Grievances and Rule 26 Discipline, Hearings and Appeals. The Board shall not hear untimely appeals.
8. At Board hearings the parties may be heard in person, by counsel, or by other authorized representatives. The Board shall rule on the facts stated in the authorized record. The Board shall have the authority to request the production of additional evidence by either party. The Board shall not conduct a trial de novo where hearings have already been held at a prior level in the grievance or discipline procedure.
9. The Board shall not have the authority to add to, subtract from or modify any of the provisions of this Agreement, and all decisions shall be confined to the interpretation and application of this Agreement. The Board shall render a decision solely on the dispute submitted to it. Such decisions shall be in writing and furnished to the parties. The decision shall be final and binding on both parties.
10. Each member of the Board shall have one vote, and any two members of the Board in agreement shall issue a written decision. The dissenting member may issue an opinion.
11. The Board shall render a decision within thirty (30) days after the

closing of the hearing on each claim, except where the case is mutually withdrawn.

12. The Board hereby established shall continue in existence until it has disposed of all appeals submitted to it under this Agreement, after which it shall cease to exist, except for the interpretation of its awards as provided above.

(g) A claim may be filed at any time for an alleged continuing violation and all rights of the claimant(s) involved shall be protected by the filing of one (1) claim or grievance based thereon so long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than thirty (30) days prior to the filing thereof.

(h) When a claim for compensation is allowed, the employee and his union representative shall be advised, in writing, the amount and payroll involved.

(i) In addition to claims and grievances, other matters may be handled at the monthly meetings with the Agency's Manager and Director-Labor Relations.

(j) No claims relating to inaccuracies in seniority rosters will be allowed prior to the submission of a protest in accordance with Rule 4, Section 6, nor for time periods prior to the filing of such protest.

RULE 26-- DISCIPLINE, HEARINGS AND APPEALS

Section 1. Hearings.

(a) Except as provided in Section 2 of this Rule, employees shall not be suspended or dismissed from service without a fair and impartial hearing nor will an unfavorable mark be placed upon their discipline record without written notice thereof

(b) When a major offense has been committed, an employee suspected by the Agency to be guilty thereof may be held out of service pending his hearing and he shall be given written confirmation thereof.

(c) An employee who is required to attend an investigation and make a statement prior to the hearing in connection with any matter which may eventuate in the application of discipline to any employee may be represented by his union representative. A copy of his statement, if reduced to writing and signed by him, shall be furnished him and his union representative.

(d) An employee who is accused of an offense shall be given reasonable prompt advance notice, in writing, of the exact offense of which he is accused with copy to the union representative. The hearing shall be scheduled to begin within thirty (30) days from

the date the Agency's designated official or his representative had knowledge of the employee's involvement. A hearing may be postponed for a valid reason for a reasonable period of time at the request of the Agency, the employee or the employee's union representative. A hearing for a furloughed employee involving other than a major offense shall be automatically postponed and rescheduled within thirty (30) days of the employee's return to service.

(e) If the employee desires to be represented at the hearing, he may be accompanied by his union representative. The accused employee or his union representative will be permitted to question the witness insofar as the interests of the accused are concerned. An employee shall make his own arrangements for the presence of witnesses appearing in his behalf, and no expense incident thereto shall be borne by the Agency.

(f) Notice of discipline must be given within fifteen (15) days following the close of the hearing. Copy of the transcript shall be given to the employee and his representative.

(g) (1) If the discipline is suspension, the period of suspension shall be deferred if within the succeeding period, as set forth in the schedule below, following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed, provided that in the case of a major offense, such deferral of the suspension shall not occur unless granted at his sole discretion by the Agency's designated official.

SUSPENSION

Five days
 Ten days
 Fifteen days and less
 than thirty days
 Thirty or more days

PERIOD OF PROBATION

Three months
 Six months
 Nine months
 One year

(2) If, within the applicable period, the employee commits one or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the applicable period shall not be deferred.

(3) If the discipline is suspension, the time the employee is held out of service shall be:

(i) Considered part of the period of suspension for the offense if the suspension is served.

- (ii) Considered time lost without compensation if the suspension is not served

Section 2. Alternative to hearings

(a) An employee may be disciplined by reprimand or suspension without a hearing, when the involved employee, his union representative and the authorized official of the Company agree, in writing, to the responsibility of the employee and the discipline to be imposed.

(b) Discipline imposed in accordance with paragraph (a) of this Section is final with no right of appeal.

Section 3. Appeal.

(a) Appeal from discipline must be made, in writing, by the employee or on his behalf by his union representative to the Agency's Manager-Labor Relations within fifteen (15) days after receipt of written notice discipline. This appeal, when the discipline imposed is suspension, shall act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing.

(b) At a hearing on appeal, an employee may attend or be represented by his union representative.

(c) After the appeal has been acted upon, the employee or his union representative shall be advised not later than thirty (30) days after the hearing, in writing, of his decision. If the decision in cases of suspension is to the effect that suspension will be imposed, whether in whole or for a reduced period, the stay referred to in paragraph (a) shall be lifted and the suspension shall be imposed, subject to the applicability of Section (g) of this Rule.

(d) Further appeal will be subject to the procedural provisions of paragraphs (c) and (d) of Rule 25.

(e) The time limits of this Rule may be extended by written agreement between the Company and the employee or his union representative. In the event the time limits are not complied with, the discipline or right of appeal shall be dropped as the case may be.

Section 4. Exoneration.

If a disciplined employee is exonerated on appeal, the discipline shall be stricken from his record. If an employee has lost time due to such discipline, he shall be paid the difference between the amount he would have earned had he not been disciplined and the amount he earned or received during the discipline period.

Section 5. Expungement of Discipline.²⁰

If discipline assessed is a Reprimand and an employee maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a one (1) year period (including warnings), then the Reprimand will be removed from his/her record.

If an employee is assessed discipline of sixty (60) days or less and maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a two (2) year period (including warnings), then the discipline will be removed from his/her record.

For discipline assessed prior to date of this agreement, it is understood that the two (2) year period for expungement will commence with the date of ratification of this memorandum.

It is understood and agreed that this rule does not apply to any discipline assessed for absenteeism, late starts or early quits.

RULE 27-- ABSENT WITHOUT PERMISSION²⁰

(a) An employee unable to report for work for any reason must notify his supervisor as soon as possible.

(b) Except for sickness or disability, or under circumstances beyond his control, an employee who is absent in excess of ten (10) consecutive days without receiving permission from his supervisor will forfeit all seniority under this Agreement. The employee and the General Chairman will be furnished a letter notifying them of such forfeiture of seniority. The employee or his representative may appeal from such action under Rule 26, Section 3.

RULE 28-- DETERMINATION OF PHYSICAL FITNESS

When an employee has been removed or withheld from his position due to his physical condition and when the employee or his union representative desires the question

²⁰ MOU dated September 14, 1994

of his physical fitness to be finally decided before he is permanently removed or withheld from his position, the case shall be handled in the following manner:

The General Chairman shall bring the case to the attention of the Agency's Director Labor Relations. The Agency and the General Chairman shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. These two doctors will confer and appoint a third doctor. Such board of doctors shall then fix a time and place for the employee to meet them.

After completion of the examination, they shall make a full report in triplicate, one copy each to be sent to the Agency's Director - Labor Relations, the Agency's Supervisor of Medical Services and the General Chairman.

The decision of the Board of Doctors setting forth the employee's physical fitness and their conclusions as to whether he meets the requirements of the Agency's physical examination policy shall be final, but this does not mean that a change in physical condition shall preclude a re-examination at a later time.

The doctors selected for such board shall be experts in the disease or injury from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will only be necessary for the employee to travel a minimum distance and, if possible, not be away from home for a longer period than one day.

The Agency and the Brotherhood shall each defray the expenses of their respective doctors. At the time their final report is made, a bill for the fee and traveling expenses, if there are any, of the third appointee should be made in duplicate, one copy to be sent to the Agency's Supervisor of Medical Services and one copy to the General Chairman.

The Agency and the Brotherhood will each pay one-half of the fee and traveling expense of the third appointee.

RULE 29 -- RATES OF PAY²¹

The following rates of pay shall be paid to persons holding positions covered by this Agreement for the following periods:

In the Track Department:

<u>POSITION</u>	<u>HOURLY RATE</u>			
	<u>1/1/08</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Effective				
Production Foreman (10+)	24.72	25.46	26.22	27.01
FRA Inspection Foreman	24.51	25.25	26.01	26.79
Track Foreman	24.14	24.86	25.61	26.38
Assistant Track Foreman	22.90	23.59	24.30	25.03
Trackman Casual Driver	20.71	21.33	21.97	22.63
Trackman	20.15	20.75	21.37	22.01

<u>POSITION</u>	<u>HOURLY RATE</u>			
	<u>7/1/08</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Effective				
Trackman - Operator	21.66	22.31	22.98	23.67
Machine Operator Class 1	23.67	24.38	25.11	25.86
Machine Operator Class 2	22.90	23.59	24.30	25.03
Machine Operator Class 3	21.25	21.89	22.55	23.23
Welder Foreman	24.14	24.86	25.61	26.38
Welder	22.89	23.58	24.29	25.02
Welder Helper	21.27	21.91	22.57	23.25
Vehicle Operator	22.90	23.59	24.30	25.03
Class I Operator Geometry Car	26.23	27.02	27.83	28.66
Vehicle Operator-Class 1	25.41	26.17	26.96	27.77
Repairman Foreman	24.17	24.90	25.65	26.42
Repairman	22.89	23.58	24.29	25.02
Repairman Helper	20.71	21.33	21.97	22.63
Crossing Watchman	20.00	20.60	21.22	21.86

In the Building and Bridge Department:

B&B Foreman	24.97	25.72	26.49	27.28
B&B Inspector	23.92	24.64	25.38	26.14
B&B Assistant Foreman	23.92	24.64	25.38	26.14
B&B Mechanic	22.89	23.58	24.29	25.02
B&B Mechanic-Veh. Oper.	23.32	24.02	24.74	25.48
B&B Helper	20.71	21.33	21.97	22.63

²¹Formerly Appendix "A". Modified by LOU and MOU Refer to Appendix K

Plumber Foreman	25.41	26.17	26.96	27.77
Plumber	24.16	24.88	25.63	26.40
Plumber Helper	20.71	21.33	21.97	22.63
Environmental Plumber	24.16	24.88	25.63	26.40
Structural Welder Fore.	25.41	26.17	26.96	27.77
Structural Welder	23.56	24.27	25.00	25.75
Structural Welder Helper	21.27	21.91	22.57	23.25
Roving Bridge Operator ²²	22.30	22.97	23.66	24.37
Bridge Operator	21.66	22.31	22.98	23.67
Bridge Tender	20.88	21.51	22.16	22.82

RULE 30 -- ENTERING RATES²³

(a) The entering rates provided by this rule are applicable to trackmen, extra gangmen, sectionmen; all laborers; gardeners; farmers; and helpers; firemen; upgraded mechanics; flagmen; gatemen and watchmen; roadway equipment and machine operators.

(b) Employees entering service on or after January 1, 1983, into one of the above covered classes shall be paid in accordance with the following schedule:

<u>Years of Service at Agency</u>	<u>Percent of Base Pay</u>
Less than one	80%
Less than two	90%
More than two	100%

(c) Former Conrail employees who obtain employment with NJT Rail under terms of Articles II and IV of the October 14, 1983 Implementing Agreement and applicants for employment with any other railroad experience in the appropriate crafts will not be considered new hires subject to the provisions of the paragraph (a) above, except that, former railroad employees with less than 24 months active railroad service will be paid in accordance with the schedule in accordance with the schedule in paragraph (b) above.

Time worked at another railroad will be used to determine where such an employee falls within the Entry Rate Schedule in paragraph (b).

(d) NJT Rail employees who are furloughed by NIT and who are subsequently recalled from furlough will be paid at 100 percent of base rate shown in Appendix A of the BMWE Agreement after completion of 24 calendar months continued service whether or not service is continuous.

²² Modified by LOU dated 4/13/89

²³ Formerly Appendix "G".

(e) Full calendar months of absence due to voluntary absenteeism, suspension or dismissal shall not count towards completion of the 24 month period.

(f) When an employee has completed (24) calendar months of service in one or a combination of positions covered under this Agreement, the provisions of paragraph (b) will no longer be applicable to any subsequent position to which the employee is transferred under this Agreement.

RULE 31-- PAYING OFF

(a) Employees will be paid off during regular working hours. Should the regular pay day fall on a holiday, they will be paid on the preceding work day.

(b) Where there is a shortage equivalent to one day's pay or more in the pay of an employee, a voucher will be issued promptly upon request to cover the shortage.

(c) Employees leaving the service of the Agency will be furnished with a time voucher covering all time due, at the next scheduled pay day for the pay period involved.

RULE 32-- JURY DUTY

“When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he\she shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his/her position for each day lost subject to the following qualification requirements and limitations:” (Modified by MOU June 1, 2000)

- (1) An employee must furnish the Agency with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) An employee shall notify his supervisor promptly, but not later than 48 hours prior to the start of jury service, of the receipt of a jury summons and the days involved.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty the Agency shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:

- (a) ends within (4) four hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.
- (6) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 33 -- BEREAVEMENT

Bereavement leave, not in excess of three (3) consecutive, not to include rest days, following the date of death will be allowed in case of death of an employee's grandparent, grandchild, brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for talking leave with their supervising officials in the usual manner.

In order to qualify for benefits under this Rule, the employee must first submit satisfactory evidence of the death in his immediate family either by form prepared by NIT Rail or in the form of a certificate attesting to such death. NIT Rail's monetary liability shall be limited to actual wage loss at the basic day's pay at straight time and shall not include pay for loss of overtime or other increments- to the employee's position while the employee is absent. The benefits provided by this Rule shall not be coupled or used in conjunction with benefits provided by other rules currently in effect between the parties, such as, sick leave, vacation, holidays, etc., for which the employee is being paid for time not worked. The Agency will have the option to fill or not fill the position of an employee who is absent on a bereavement leave and will have the right to distribute work on a position vacated among other employees covered by this Agreement. (See agreed upon Q&A, Appendix F)

RULE 34 -- CHANGING DUTIES

When the duties of any position are changed or conditions develop so that an employee can not satisfactorily perform the assigned work, he shall, if agreed to between the Agency's designated official and the General Chairman, be permitted to exercise his seniority rights over junior employees. Employees affected may exercise their seniority rights in the same manner.

RULE 35 -- VACATIONS

(a) A full-time employee who is eligible for vacation because of continuous years of service with NIT Rail (including, for an employee transferred from the Consolidated Rail Corporation, any years of compensated service worked for Conrail, as calculated pursuant to the Implementing Agreement to which NIT Rail and the Union are parties), shall be entitled to vacation leave as provided in the National Vacation Agreement (effective December 31, 1982).

(i) Employees working a four (4) day work week will have the actual time worked for each of the four (4) work days posted on the time cards and in addition will receive credit for one (1) vacation qualifying day for each of the first three (3) days worked and two (2) vacation qualifying days for the fourth day worked.

(b) NJT Rail will recognize vacation time earned in service to the Consolidated Rail Corporation or predecessor railroads by an employee transferred to NIT Rail under the Implementing Agreement to which NJT Rail and the Union are signatory. Vacations earned under two or more agreements or under service performed with Conrail shall not be combined so as to create a vacation of more than the maximum number of days provided for in any of the individual agreements. Vacations earned in 1982 by an employee transferred to NJT Rail under the Implementing Award will be provided in accordance with the Implementing Award.

*BMW represented employees that had previous railroad service working in the BMW craft will have counted for vacation qualifying years unbroken service at other railroads based on the following criteria:

1. No more than one year may have elapsed between the month the employee left their previous railroad and their hire month at NJ TRANSIT.
2. Only unbroken service at one or more railroads will be recognized for calculation of vacation entitlement.
3. Continuous years of service at other railroads will be established by the employee's BA-6 data which is compiled by the Railroad Retirement Board.
4. For employees hired after the date of this agreement, NJ TRANSIT will recognize previous Track and Building and Bridge service on other railroads for vacation purposes in the calendar year after the employee has completed five (5) years of service as a BMW represented employee for NJ TRANSIT.

(c) Vacation leave shall be paid based on either (a) a weekly rate equal to one-fifty second (1/52nd) of the employee's gross annual compensation earned during the prior

calendar year, or (b) a weekly rate determined as per the provisions of Rule 35(a), whichever is the greater.

* MOU June 1, 2000

** MOU September 19, 2007

RULE 36 -- PERSONAL DAYS

(a) Three days of personal leave will be provided for the New Jersey Transit Rail employees who have been full-time employees for six months.

(b) (1) Personal leave days provided in Section (a) may be taken upon 48 hours advance notice from the employee to the proper Agency officer provided, however, such days may be taken only when consistent with the requirements of the Agency's 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.

(2) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(3) 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.

²⁴(c) (1) An employee with ten (10) but less than fifteen (15) years of continuous service shall be entitled to one *(1) additional day. (Total of four days)

(2) An employee with fifteen (15) or more years of continuous service shall be entitled to two** (2) additional days. (Total of five days).

(3) Continuous years of service shall be calculated the same as vacation entitlements.

**The additional days provided herein will be paid for on an annual basis if the days are not used during that year.

²⁴ As per MOU date June 1, 2000

RULE 37-- TOOLS*

The Agency will furnish employees such general tools as are necessary to perform their work. Additional tools will be supplied by the employees as shown below:

(a) Track Department

All Class 1, 2 and 3 Machine Operators will be required to have a tool box containing the following:

10" Adjustable wrench	12" Adjustable wrench
6" Screwdriver - Standard	6" Screwdriver - Phillips
1 1/2" lb. Ball Peen Hammer	Common Pliers
Long Nose Pliers	Side Cutting Pliers
7/16" - 1" Standard Combo Open End Wrench Set	
Standard Cartridge Grease Gun	

(b) B&B Department

All B&B Mechanics, Foremen and Assistant Foremen, Structural Welder Foremen and Structural Welders, Plumber Foremen and Plumbers, Inspectors and Bridge

Operators and Mechanics will be required to have a tool box containing the following:

Adjustable wrenches (1) 12" and (1) 8"	
2' Frame Square	Combination Square
12' Tape	Chalk Line
Hand Saw	Claw Hammer
2' Level	Screwdriver 1 Set Phil 1 Set Slot Head
Pliers	1" Wood Chisel
Utility Knife	Scratch Awl
Center Punch	2" mall
Hacksaw	Combination Wrench Set 1/8 through 1"
1/2" Driver Socket Set _ through 1"	Vise Grip
Gloves	6' Rule
Tool Belt	Tool Box

(c) Repairmen

All Repairmen will be required to have a tool box containing the following tools: (See Appendix "L").

The current tool allowance, as contained in the MofU dated September 19, 2007 as outlined below:

<u>TRACK DEPARTMENT</u>	<u>Current Schedule</u>
Class I, II & III	\$95.00 per year
Machine Operators	“
<u>B&B DEPARTMENT</u>	<u>Current Schedule</u>
B& B Mechanics	\$150.00 per year
Asst. Foremen/Foremen	“
Structure Welders & Foremen	“
Plumbers & Foremen	“
Inspectors	“
Bridge Operators/Mechanics	“
<u>REPAIRMEN</u>	<u>Current Schedule</u>
Repairman	\$150.00 per year

RULE 38 -- HEADQUARTERS, FACILITIES, ETC.

(a) Headquarters.

Each designed headquarters as provided in these rules will be supplied with lockers, washing and toilet facilities, proper heating, electrical fixtures, table and benches and will be maintained in a clean and sanitary condition.

(b) Crossing Watchmen cabins, Drawbridge Operators and Tenders facilities.

Each designed cabin will be enclosed, with heat and necessary lighting fixtures where applicable. Sanitation facilities shall be supplied in those locations applicable by law. Such cabins shall be maintained in a clean and sanitary condition.

(c) Inspection.

The above listed facilities and camp cars will be inspected every year by the proper Agency officer and a union representative and a joint report will be made to the Agency's designated official as to their findings, and any improper conditions will be corrected.

RULE 39 -- INSURANCE BENEFITS

(a) Health Insurance

1. With respect to hospital, surgical and medical benefits, and life and accidental death and dismemberment insurance benefits for active

employees covered by the Agreement, NJT Rail will provide under a NJT Rail sponsored plan substantively comparable benefits to those provided active employees of Conrail under the Health and Welfare Plan of the National Railroad and railway Labor Organizations, Travelers' Group Policy GA 23000. Employees transferring from Conrail to the Agency on January 1, 1983 shall be provided full benefits effective on that date without any waiting or qualifying period.

2. With respect to dental benefits for active employees covered by this Agreement, NJT Rail will provide under a NJT Rail sponsored plan substantively comparable benefits to those provided active employees of Conrail under the Railroad Employees, National Dental Plan, Aetna Policy GP 12000. Employees transferring from Conrail to the Agency on January 1, 1983, shall be provided full benefits effective on that date without any waiting or qualifying period.
3. With respect to hospital, surgical and medical benefits for NJT Rail employees who retire from active service, NJT Rail will provide under a NJT Rail sponsored plan substantively comparable benefits provided retired employees of Conrail effective December 31, 1982 under the National Railroad and Railway Labor Organizations Travelers' Group Policy GA 46000.
4. NJT Rail will provide its retired employees health and welfare benefits comparable to those under Travelers' GA-231 11 at Conrail. The benefits shall be provided through a group policy covering NJT Rail employees after age 60 at no cost to the retiree or spouse.

(b) Eye Care Package²⁵

1. It is agreed that NJT Rail will provide an Eye Care Program during the term of this agreement. The coverage shall provide for a \$75.00 payment for regular prescription eyeglasses or contact lens or \$100.00 for bifocal glasses or more complex prescriptions. Included are all eligible full-time employees and their eligible 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 \$75.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

²⁵ Modified by MOUs dated Sept. 19, 2007,

3. Each eligible employee and dependents may receive one (1) payment for glasses every two (2) years and one (1) eye examination every year. A Proper affidavit and submission of receipts are required of the employee in order to receive payments.

(c)²⁶ Supplemental Sickness Benefit Policy

The Agency shall provide to employees covered by this Agreement under an Agency sponsored plan supplemental sickness benefits to Maintenance of Way Employees under a Supplemental Sickness Benefits Policy.

The benefits provided for under the plan shall be as follows:

	<u>Per Hour</u>	<u>Per Month</u>
Class I Employees Earning	\$22.15 or more	\$3,839 or more
Class II Employees Earning	\$19.75 or more but less than \$22.15	\$3,423 or more but less than \$3,839
Class III Employees Earning	Less than \$19.75	Less than \$3,839

Basic and Maximum Benefit Amount Per Month

	<u>Basic</u>	<u>RULA</u>	<u>Maximum</u>
Class I	\$1,020	\$1,283	\$2,303
Class II	771	1,283	2,054
Class III	495	1,283	1,778

Combined Benefit Limitations

<u>Classifications</u>	<u>Maximum Monthly Amount</u>
Class I	\$2,453
Class II	2,188
Class III	1,894

An employee who is eligible to receive Plan benefits during his initial RULA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

(d) Off-Track Vehicle Insurance

Under a NJT Rail sponsored plan, NJT Rail will provide off-track vehicle

²⁶ Modified by MOU dated September 19, 2007

insurance coverage for positions presently covered by such benefits at Conrail. The benefit provided under this Rule will be substantively comparable to the benefits applicable to the positions at Conrail. (See June 1, 2000 MOU)

RULE 40 -- RIDERSHIP PASSES

NIT Rail shall provide each employee and union representative with a pass entitling such person only to unlimited rides on all rail commuter lines in the NIT Rail system. The pass shall be issued annually and shall be valid only during the year in which issued. The pass will not be transferable.

RULE 41 -- NON-DISCRIMINATION²⁷

(a) The Parties to this Agreement recognize their respective obligations under Title VII of the Civil Rights Act of 1964 and pledge to comply with all Federal and State laws dealing with non-discrimination. More specifically, all personnel actions and conditions of employment and representation including, but not limited to, hire, compensation, promotions, transfers, training discipline, return from furlough, and terminations will be without regard to race, color, religion, sex, age, national origin, veteran or handicapped status.

Sexual harassment is considered a form of sex discrimination. No employee shall be subject to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a nature by the company supervisors, the union or co-workers when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Racial, religious or ethnic slurs and other verbal or physical conduct relating to an individual's race, religion or national origin under the conditions described in (1) through (3) above also constitute forms of prohibited discrimination.

The parties agree to ensure the prompt investigation and fair resolution of any and all complaints of discrimination; and to protect against adverse treatment of any person who has made a complaint of discrimination.

(b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

²⁷ Modified by MOU May 8, 1990

RULE 42 -- MUTUAL AGREEMENT

(a) The Implementing Agreement Award dated October 14, 1982, for the transfer of employees represented by the Organization signatory hereto, to the Agency from the Consolidated Rail Corporation, pursuant to Section 1145 (508) of the Northeast Rail Service Act of 1981, is made a part of this Agreement and shall be attached as Appendix "C".

(b) Exceptions to any Rule in this Agreement may be made only by agreement between the designated Agency official and the General Chairman.

(c) NJT Rail and the Union acknowledge this Agreement, together with its Appendices, to be their complete Agreement inclusive of all negotiable issues whether or not discussed.

(d) All rules, agreements, practices or understandings, whether written or unwritten, however established, that were in effect or existed prior to the effective date of this Agreement and its terms shall apply.

(e) Rules, agreements, practices or understandings, whether written or unwritten, which continue beyond the effective date of this contract, shall upon actual notice to NJT Rail be either terminated or affirmed by NJT Rail in writing. It is understood that NJT Rail cannot be construed to sanction or accept any practices, rules, agreements, or understandings, whether written or unwritten, existing outside of this Agreement, until actual notice to and affirmation by NJT Rail.

(f) All economic benefits are contained in the Agreement and its Appendices and no payments shall be made except as required by this Agreement, unless NJT Rail explicitly agrees to such payments in writing. Such agreements shall be between NJT Rail and the Union.

(g) The parties will recognize the need for cooperation in and support of changes in operating practices and procedures which would result in increasing productivity to the greatest extent possible in order to provide essential and economical commuter rail service and to enhance public support for commuter rail service.

RULE 43 -- VALIDITY

(a) If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid, such invalidity shall not affect or impair any other term or provision of this Agreement.

(b) NJT Rail retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and of the United States of America including the Railway Labor Act.

(c) If any provision of this agreement requires legislative action or the appropriation of funds for its implementation, such provision shall become effective only after such legislative action or appropriations have been effected.

RULE 44 -- TERM OF AGREEMENT

(a) This Agreement, together with its Appendices, shall comprise the Collective Bargaining Agreement between NJT Rail and its employees represented by the Union. It shall become effective September 19, 2007 and shall remain in effect until July 1, 2011 and thereafter, until changed in accordance with the provisions of the Railway Labor Act, as amended.

(b) Neither party shall serve upon the other on or before April 1, 2004 any notices under the Railway Labor Act to amend or change any provision of this Agreement or its Appendices, or any matters not covered by this Agreement and its Appendices. This provision will not preclude the parties from entering into agreements which are mutually acceptable.

RULE 45 -- PENSION²⁸

(a) Effective July 1, 1989, NJ Transit shall establish a Section 401(a), Money Purchase Plan. As soon as administratively possible, a Section 457, Employee Savings Plan, will be implemented. In the event of any inconsistencies between the defining conditions below and the Plan documents, the Plan documents shall govern.

(b) A Pension Advisory Committee will be created. The purpose of the Pension Advisory Committee is to provide nonbinding advice to the NJ Transit Board of Trustees regarding the Section 401(a) and Section 457 Plans established pursuant to this Agreement.

(c) The provisions of this plan can be modified in the development of the actual plan document if they are not inconsistent with the principle features summarized below. NJTRO may adopt amendments which may be necessary or appropriate to qualify or maintain the status of the Plan under Section 401(a) of the Code or any other applicable section of law (including ERISA) and the Regulations issued thereunder as now in effect or hereafter amended or adopted.

Item 1 - Qualifications

²⁸New Rule. Created by MOU dated May 8, 1990, modified by MOU September 14, 1994

The Plan will be a funded, defined contribution money purchase pension plan covered by Section 401(a) of the Internal Revenue Code as applicable to governmental plans. All contributions made by the employer, as well as any earnings thereon and proceeds thereof, will be held in a separate trust that is exempt from taxation under Section 501(a) of the IRS code.

Item 2 - Eligibility

All full-time permanent employees will be covered under the Plan. The Plan will have an effective date of July 1, 1989 or when the agreement employer covered by this Plan ratify the new collective bargaining agreement of which this Plan is a part of, whichever is later.

Eligible employees will commence participation immediately after they become permanent full-time employees of NITRO. All eligible employees will be required to participate in the Plan as a condition of their employment.

Item 3 - Contributions

NJTRO will contribute an amount equal to five percent of an employee's compensation into a participant's account. For this purpose, compensation means all W-2 earnings, including all overtime and other payments, as well as deferred compensation, but will not include taxable group life insurance premiums and other taxable benefits. NJTRO contributions will be forwarded on a monthly basis to the trustee for investment.

Item 4 - Investments

The trust funds under the Plan will be invested by the Trustee in approved funds selected by the NITRO Board. Each participant will direct how the contributions to his or her individual account are to be invested and will have an opportunity, on a yearly basis, to shift the balance in his or her accounts between the different investment options.

Item 5 - Vesting

NJTRO contributions on behalf of participant will vest upon the participant's completion of three years of service as a full-time employee from the effective date of this plan, death while in covered employment with NJTRO, or on retirement from NJTRO service under the provisions of the Railroad Retirement Act, as amended. A participant whose employment terminates before vesting will forfeit the entire amount in his or her accounts derived from NJTRO contributions, which monies will be available to NJTRO to reduce future NJTRO contributions or other uses.

Item 6 - Distributions

The normal retirement age under the Plan will be age 62 or at retirement age under the Railroad Retirement system. The Plan will provide an early retirement option for participants who reach age 55 and complete three years of effective service under the plan. The normal form of benefits payable to a participant will be a life annuity with no survivorship benefit for a participant who is not married; for married participants, the normal form of benefits will be a joint and a 50% survivor annuity with his or her spouse as

joint annuitants, unless the participant with the consent of the spouse, elects another permissible form of an alternate benefit under the Plan (such as lump-sum distributions or a joint and two-thirds survivor annuity).

Upon termination from service with NJTRO, the vested participant prior to his or her normal or early retirement date will have the option to withdraw his or her entire account balance or have the balance of his or her account held until such time as the participant would otherwise be entitled to retire. For purpose of the Plan, termination shall not occur until all administrative remedies with respect to the termination have been fully exhausted.

No withdrawals or loans from the participant's account will be permissible while the participant continues in employment or deemed employment with the NJTRO.

Item 7 - Plan Administration

The Plan will be administered by NJTRO. NJTRO Board will select a trustee under the Plan, an investment manager with whom the contributions are to be invested, and administrator manager of the Plan if different from the trustee.

Account performance fees related to investment of an individual account as charged by the investment manager will be charged directly to the account of the participant involved. Regular administrative fees, such as those for legal counsel, and accounting and auditing services will be born by NJTRO.

Signed at Newark, New Jersey this Fourteenth Day of September, Nineteen Hundred and Ninety-four.

For the Organization:
(original signed by)
Gregory J. Barbati
General Chairman

For the Carrier:
(original signed by)
Michael J. Rienzi
Deputy General Manager
Support Operations

(original signed by)
William B. Murphy
Director Labor Relations

APPROVED BY:

(original signed by)
Henry W. Wise
Vice President

(original signed by)
Angelo J. Genova, Esq.
Special Counsel

RULE 46 -- SICK LEAVE

1. Sick Leave Plan:

- (1) Employees hired after September 19, 2007 will be eligible for one (1) sick day after six (6) months service with one (1) additional sick day each January 1st thereafter, for a maximum of five (5) days.
- (2) Employees with five (5) or more years of service will receive an annual allotment of five (5) days.
- (3) Sick days may be accumulated and carried over from year to year.
- (4) There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at the employee's current rate of pay based on an eight hour work day

b. Sick Leave Reimbursement

All employees will have the option, in December of each year, of receiving 100% payment for the unused sick days (up to 5 days) from the current allotment, or placing the unused sick days in his/her sick leave reserve. Payment for unused sick days will be made on or before January 30th of the following year.

Any employee who leaves New Jersey Transit service for any reason, other than termination for cause, with a minimum of ten years of continuous service at the time of separation shall be entitled to a cash severance payment of ninety (90%) percent of the daily rate of pay of all accumulated but unused sick days, to a maximum of \$15,000.

c. Sick Benefits

An employee who is eligible to receive Supplemental Sick Plan Benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

- d. Every application for sick leave for a period over five (5) days, whether with or without pay, must be accompanied by Medical proof satisfactory to New Jersey Transit and on a form to be furnished by New Jersey Transit setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his duties for the period of absence.

The first five (5) paid sick days in a calendar year will not be counted as

absence under the Carrier's Attendance Policy.

**EXCERPT FROM THE NATIONAL VACATION AGREEMENT OF
DECEMBER 17, 1941 AS AMENDED**

Article 1.

a. Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

b. Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders not less than one hundred ten (110) days (133 days in the years 1950 - 1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) such years, not necessarily consecutive.

c. Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950 - 1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

d. Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950 - 1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

e. Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on no less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated

service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 in each of such year prior to 1949) in each of twenty-five (25) years of such years, not necessarily consecutive.

f. Paragraphs (a), (b), (c), (d), and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five workweeks.

g. Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

h. Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

Article 8.

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reasons whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order preference.

AWARD
IMPLEMENTING AGREEMENT AWARDED THIS 14TH DAY OF
OCTOBER 1982 BETWEEN THE NON-OPERATING EMPLOYEES
REPRESENTED BY THE ORGANIZATIONS PARTICIPATING IN THE
SECTION 508 ARBITRATION, NEW JERSEY TRANSIT RAIL
CORPORATIONS, INC. (NJTRO) AND CONSOLIDATED RAIL
CORPORATION (CONRAIL) PURSUANT TO SECTION 1145 OF THE
NORTHEAST RAIL SERVICE ACT OF 1981

1. NUMBER OF EMPLOYEES

A. The number of employees on the NJTRO Seniority Roster will be equal to the number of positions in commuter service within the NJTRO region as of August 1, 1982.

B. The number of NJTRO positions advertised for bid and award will be equal to the number of positions in commuter service within the NJTRO region as of October 1, 1982. These positions will be discontinued on Conrail and transferred to NJTRO effective January 1, 1983.

II. PROCEDURES - OFFERS/ACCEPTANCE

A. The NJTRO positions referred to in Article 1 (B) will be advertised by special bulletin to employees of the involved crafts and classes in the appropriate Conrail seniority districts from October 19, 1982 through November 9, 1982. Awards of Positions shall be made on December 1, 1982, and the jobs will be effective December 8, 1982.

B. The employees awarded the bulletined positions will be subject to displacement in accordance with the rules of the applicable Conrail collective bargaining agreement until 11:59 p.m., December 31, 1982.

C. With the exception of the timetable established in Article 11(A), the bulletins and awards referred to in Article 11(A) will be made in accordance with the provisions of the applicable Conrail collective bargaining agreement. The bulletin will include the following statement:

“This will serve as notice that these positions will be discontinued on Conrail and transferred to NJTRO effective January 1, 1983. The successful applicants for positions with NJTRO will be considered as having applied for and been accepted for employment by NJTRO. The bid and award for subsequent displacement will also be considered as the employee’s release to transfer the following records to NJTRO as of December 8, 1982 in order to effectuate administrative consistency in the transitions:

Last Name, Initials
Social Security Number
Date Entered Service
Occupational Classification (ICC)
Union Affiliation
Date of Birth
Home Address
Seniority Date”

These items are being furnished in order that payroll and Railroad Retirement records may be administratively transferred.

Nothing in this section is intended to limit NJTRO’s rights, if any to revise the contents of the advertisements with respect to rates of pay, rules, and working conditions on or after January 1, 1983 in the event new collective bargaining agreements are not consummated under Section 510 of the Northeast Rail Service Act.

D. Vacancies that occur after the awards are made under paragraph A and before December 20, 1982 shall be advertised as part of the regular advertising procedure in accordance with the provisions of paragraph C of this Article II, except that the employee’s release to transfer the above specified records will be as of the effective date of any award.

E. Employees in the seniority districts involved who are on suspension, discharge pending appeal, disability, leave of absence or are full-time Union Representatives during the period from the advertisement date to December 31, 1982 who would otherwise have been entitled to transfer to NJTRO under the provisions of this agreement, may within five working days following their return to service with Conrail exercise seniority to an available position on NJTRO.

III. SENIORITY

A. There will be a single NJTRO Seniority District for each existing Conrail craft or class, except that the number and nature of classes in effect after January 1, 1983 will be determined by the applicable NJTRO collective bargaining agreement. The NJTRO Seniority District will encompass the area of NJTRO operations.

B. The NJTRO seniority date for employees transferring to NJTRO and for employees bidding for NJTRO jobs and not awarded a position, the total of such employees not to exceed the number on the NJTRO Seniority Roster established pursuant to Article I (A), shall be the date of earliest retained seniority, in the employee's present craft or class, with Conrail or a Conrail predecessor railroad. The NJTRO seniority date will be the only standard of seniority in awarding NJTRO jobs after December 31, 1982. "Prior rights" seniority and point or location seniority will not be applicable on NJTRO after December 31, 1982. No NJTRO employee, however, will be required to exercise his seniority at a distance of more than 30 miles from his home or the current work site as a condition of maintaining his NJTRO seniority unless otherwise provided in an applicable NJTRO collective bargaining agreement, provided, however, that this provision shall not be construed as restricting the right of NJTRO to transfer the location of any work.

C. The initial NJTRO Seniority District Roster shall be posted before March 1, 1983.

D. Employees transferred to NJTRO pursuant to Article II of this Agreement shall retain and continue to accumulate seniority on Conrail but shall only be entitled to exercise such seniority under the following circumstances:

1. If deprived of employment on NJTRO. "Deprived of Employment" as used herein means the inability of an employee covered by this Agreement to obtain a position in the normal exercise of his seniority rights with NJTRO. It shall not, however, include a deprivation of employment by reason of retirement, separation allowance, resignation, dismissal or disciplinary suspension for cause, work stoppage or failure to work due to illness or disability. Employees who are deprived of employment and who exercise Conrail seniority rights will continue to be considered furloughed NJTRO employees and will be entitled to recall in accordance with the appropriate NJTRO agreement.
2. On May 1 and November 1 of each year, by written notice by the employee to Conrail and NJTRO, at least thirty (30) days in advance thereof, limited to not more than 10 percent of NJTRO employees in any craft or class, employees will be permitted to exercise such rights on any May 1 or November 1. In the event that more than 10 percent of NJTRO employees in a craft or class give notice of a desire to exercise such Conrail rights, the determination of which employees in such rights will be made on the basis of seniority.

E. Employees returning to Conrail pursuant to Article III (D) or III (D)(2) above shall exercise their Conrail seniority in accordance with the applicable Conrail rule governing employees returning from leave of absence.

F. Employees returning to Conrail pursuant to Article III (D)(1) above will maintain NJTRO seniority in accordance with the applicable NJTRO agreement.

G. Employees returning to Conrail pursuant to Article III (D)(2) or Article IV (C) will be terminated from NJTRO and forfeit all seniority on NJTRO.

H. The requirement of Section 508 (c)(7)(E) of NRSA is covered by the existing Conrail collective bargaining agreement.

IV. EMPLOYMENT OPPORTUNITIES - UNSUCCESSFUL INITIAL NJTRO BIDDERS ON THE NJTRO SENIORITY ROSTER AND FURLOUGHED EMPLOYEES

A. Any position advertised after completion of the procedures in Article II of this agreement and not filled by then current NJTRO employees in accordance with the appropriate NJTRO collective bargaining agreement will be offered first to Conrail employees on the NJTRO Seniority Roster established pursuant to Article I above. If any such positions remain vacant, NJTRO will offer such positions to furloughed Conrail employees with a seniority date prior to January 1, 1983 in the craft or class involved in seniority order who have indicated, in writing, to NJTRO and to Conrail, their desire for employment by NJTRO. Subject to the applicable NJTRO collective bargaining agreement, employees subject to this Article IV who decline an offer of employment by NJTRO shall forfeit all seniority rights or other preferential rights to employment on NJTRO.

B. Employees entering the employ of NJTRO under this Article IV will obtain NJTRO seniority in accordance with the applicable NJTRO collective bargaining agreement.

C. Furloughed Conrail employees accepted for employment by NJTRO under this Article IV will continue to be considered as furloughed Conrail employees and will be entitled to recall in accordance with the appropriate Conrail agreement.

V. VACATION ELIGIBILITY ETC.

A. Subject to the provisions of the applicable NJTRO collective bargaining agreement, compensated days and years of service recognized by Conrail shall be used in determining eligibility for benefits such as vacation, sick pay and personal days for employees transferred under Article II or IV. Conversely, compensated days and years of service with NJTRO shall be used in determining eligibility for benefits, such as vacation, sick pay and personal days, for employees returning to Conrail under Article III or IV.

B. In the calendar year 1983, Conrail employee transferred to NJTRO in accordance with this agreement shall be granted not less than the number of vacation days

with pay they would have received under the applicable Conrail agreement.

C. Service performed for Conrail prior to January 1, 1983 shall be considered in determining eligibility for holiday pay for New Year's Day that may be provided in the applicable NJTRO collective bargaining agreement.

D. There shall be no pyramiding or duplication of any benefit in the application of any portion of this agreement.

VI. DISPUTES

Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this agreement which has not been resolved within 90 days may be submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided for in Section 3, Second of the Railway Labor Act.

VII. EFFECT OF THIS AWARD

This Award will be considered as a separate agreement between NJTRO, Conrail and each of the non-operating craft organizations. This Award shall take effect on October 14, 1982.

APPENDIX D

THIS AGREEMENT MADE THIS 18TH DAY OF JULY, 1983, BY AND BETWEEN NJTRO (HEREINAFTER REFERRED TO AS THE COMPANY") AND THEIR EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BROTHERHOOD").

IT IS AGREED:

A. The National Union Shop agreement of August 29, 1952 shall be applicable to all employees represented by the Brotherhood.

B. (1) Subject to the conditions herein set forth, the Company will withhold and deduct from wages due employees represented by the Brotherhood amounts equal to periodic dues, initiation fees and assessments not including fines and penalties uniformly required as a condition of acquiring or retaining membership in the Brotherhood (effective July 1, 1983) and voluntary political contributions.

(2) No such deduction shall be made except from the wages of an employee who has executed and furnished to the Company written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignments shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or until the termination of this Agreement, or until the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Current wage deduction assignments executed under former railroad agreements will continue in effect.

(3) Deductions as provided for herein will be made by the Company in accordance with a typewritten deduction list furnished by the General Chairman of the Brotherhood in the form and containing such information as is specified in Attachment "B" hereto. Such list shall be furnished to the Manager Payroll. Thereafter a list containing any additions or deletions of names or changes in amount shall be furnished to the officer named above on or before the 20th day preceding the month in which the deduction will be made. (Effective July 1, 1983). A separate deduction list for voluntary political contributions will be furnished in the same manner.

(4) Deductions as provided for herein will be made monthly by the Company from wages due employees for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month, and the Company will pay, by draft, to the order of the Brotherhood of Maintenance of Way Employees the total amount of such deductions on or before the twentieth day of the month following the month in which such deductions are made. With said draft the Company shall forward to the Grand Lodge Secretary-Treasurer of the Brotherhood, a list setting forth any scheduled deductions

which were not made. (Effective July 1, 1983) a single separate draft covering voluntary political deductions will be forwarded to the Secretary-Treasurer of the Maintenance of Way Employees Political League with a list of deductions.

(5) No deduction will be made from the wages of any employee Who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Agreement after all deductions for the following purposes have been made:

- (a) Federal, State and municipal taxes,
- (b) Supplemental Pension,
- (c) Other deductions required by law such as garnishment attachment,
- (d) Amounts due Company,
- (e) Contributions to Voluntary Relief Department.

(6) Responsibility of the Company under this Agreement shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employees pursuant to this Agreement and the Company shall not be responsible financially or otherwise for failure to make proper deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints against the Company in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned.

(7) An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this agreement or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "C" hereto. Attachments A, B, and C shall be reproduced and furnished as necessary by the Brotherhood without cost to the Company. The Brotherhood shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms shall be delivered, with the deduction list herein provided for, to the Company not later than the twentieth of the month preceding the month in which the deductions or the termination of the deduction is to become effective.

(8) No part of this Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Company and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any

employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this Agreement.

(9) The Brotherhood shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement. This Agreement shall become effective the 1st day of January 1983, shall supersede all prior union shop and check off agreements and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at Newark, New Jersey this 18th day of July 1983.

BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYEES

(original signed by)
Roger L. Bobby
General Chairman

NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

(original signed by)
Patricia Sebron
Assistant Vice President of Human Resources

WAGE DEDUCTION AUTHORIZATION
NEW JERSEY TRANSIT RAIL
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

PRINT NAME (Last Name) _____ (First Name) (Middle Initial)

Social Security No. _____ Department _____

Employee Number _____ Occupation _____

HOME ADDRESS (Street and Number, City, State, Zip Code)

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay initiation fees, periodic dues and assessments (not including fines and penalties) as certified to NJT Rail by the Organization as provided in the Deduction Agreement entered into by the Organization and the Company.

DATE SIGNATURE LODGE NO.

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages amounting to \$_____ each month in which compensation is due me to be used as a political contribution.

DATE SIGNATURE LODGE NO.

WAGE DEDUCTION REVOCATION
NEW JERSEY TRANSIT RAIL
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

PRINT NAME (Last Name) (First Name) (Middle Initial)

Social Security No. _____ Department _____

Employee Number _____ Occupation _____

HOME ADDRESS (Street and Number, City, State, Zip Code)

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Maintenance of Way Employees as follows:

___ that part of my wages necessary to pay my periodic dues and assessments (not including fines and penalties), and I hereby cancel the Authorization.

___ that part of my wages assigned as a voluntary political contribution and I hereby cancel the Authorization.

DATE SIGNATURE LODGE NO.

* - CHECK APPROPRIATE LINE

APPENDIX E

UNION SHOP AGREEMENT

This Agreement made this 29th day of August, 1952, by and between the participating carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the Eastern Carriers' Conference Committee, and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1:

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2:

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rule of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the Organization at their option.

Section 3:

Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will be not required to maintain membership as provided in Section I of this agreement so long as they remain in such other employment, or

furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

Section 4:

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are greatly applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be uniformly required if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5:

(a) Each employee covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organization involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten days of the date of receipt of such notice, request the carrier in writing by Registered Mail, Return receipt Requested, or by personal delivery evidenced by receipt to accord him a hearing. Upon receipt of such request, the carrier shall set a date for hearing shall be promptly given the employee in writing with copy to the organization by Registered Mail, Return receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered, the carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by registered mail, Return receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the national Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

(d) The time period specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the general Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6:

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service

under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from the date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7:

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment under the Rules and Working Conditions agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be determined, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8:

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment. Provided, however, that this

section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in

which the aforesaid determination is made or in which case the carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employee whose seniority and employment are terminated by the carrier under the provisions of agreement.

Section 9:

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10:

(a) The Carriers party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with written assignment to the Organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11:

This agreement shall become effective on September 15, 1952, and is in full and final settlement of notices served upon the carriers by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers as heretofore stated. This agreement shall remain in effect until modified or

changed in accordance with the provisions of the Railway Labor Act as amended.

SIGNED AT WASHINGTON, D.C. THIS TWENTY-NINTH DAY OF AUGUST, 1952
FOR THE PARTICIPATING CARRIES LISTED IN Exhibit A: EMPLOYEE'S
NATIONAL CONFERENCE COMMITTEE, SEVENTEEN COOPERATING RAILWAY
LABOR ORGANIZATION'S:

(SIGNATURES NOT REPRODUCED)

June 1, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

In accordance with Item 7 of the Memorandum of Understanding, the parties modified the Agreed Upon Interpretations.

Agreed-Upon Interpretations - Bereavement Leave

Q-1: How are the three work days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- 2) three (3) consecutive work days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- 3) three (3) consecutive work days, ending the day of the funeral service; or
- 4) three (3) consecutive work days, ending the day following the funeral service.

Q-2: Does the three (3) work days allowance pertain to each separate instance, or do the three (3) work days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three (3) day period covered by the first death.

Mr. G. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
June 1, 2000
Page 2

Example: Employee has a work week of Monday to Friday with rest days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-3: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-4: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-4: Yes, as to half-brother or half-sister, no, as to step-brother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

Very truly yours,

(original signed by)
William B. Murphy
AGM Labor Relations/Administration

MEMORANDUM OF AGREEMENT
between
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.
and its employees represented by
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Whereas, the Carrier has taken delivery of Tractor Trailers which require considerable skill to operate effectively and safely:

Whereas, the Carrier desires classifications to operate this equipment, anywhere it is used, witnesseth:

IT IS AGREED:

(a) Rule 1 - Seniority Classes, Track Department Section H - Vehicle Operator Roster, as found in the Schedule Agreement, shall be changed to reflect the following:

Changed From: Vehicle Operator - Operate highway or rail-highway vehicles.

- Changed to:
1. Vehicle Operator-Class 1 - Operate Tractor-Trailer and other agreed-upon equipment.
 2. Vehicle Operator-Class 2 - Operate highway or rail-highway vehicles except as agreed upon in Vehicle Operator Class 1.

(b) (1) Only the equipment and positions identified in Appendix "A" shall be subject to the assignment of the Vehicle Operator-Class 1 positions.

(2) In the event the Carrier takes delivery of additional equipment which it desires to add to the list of specialized equipment covered under this Agreement, the Carrier shall provide written notification to the BMW General Chairman of its desire to establish a new Class 1 Operator position to operate such additional equipment under the provisions of this Agreement. The written notice shall include the number of positions to be established, information relating to the operation and type of equipment to be added, and a proposed date for the parties to meet on this subject. Upon written agreement between the parties, the Carrier may amend the list of specialized equipment to be operated by the Class 1 Operator in accordance with this Agreement. The above changes will become effective on the date the Tractor-Trailer Operator position is awarded and/or the date this Agreement is signed.

(c) Except as changed herein, the provisions of the Schedule Agreement remain in full force and effect.

(d) For convenience, all references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

(e) This Agreement shall be effective October 6, 1988.

Signed at Newark, New Jersey, this 6th day of October, 1988.

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

NEW JERSEY TRANSIT
RAIL OPERATIONS, INC.

(original signed by)
L.W. Allen
General Chairman

(original signed by)
J. S. Baker
Director, labor Relations

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
between
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.
and its employees represented by
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Whereas, the Carrier has taken delivery of Tractor-Trailers which require considerable skill to operate effectively and safely:

Whereas, the Carrier desires to have position classifications to operate this equipment, anywhere it is used, witnesseth:

IT IS AGREED:

Section 1

There shall be established a position classification of Vehicle Operator-Class 1 (Tractor-Trailer Operator). The principal duties of such position are to operate the truck, to load, unload and transport equipment and materials. Additionally, it will be the responsibility of such position to insure that the Tractor-Trailer is properly maintained, and to perform preventive maintenance that are within the capabilities of the operator and must be available for work outside the regular tour of duties.

Section 2

The establishment of such positions does not establish any exclusive right to transport MW material and/or equipment to any class of employee. This notwithstanding, it is not the intent of this provision to have these trucks operated by other than qualified Tractor-Trailer Operators except when Carrier's employees or equipment are not available.

Section 3

(a) In order to facilitate the Carrier's desire to fill this position with a qualified employee while observing seniority rights, there shall be established a review board to determine the applicants' qualifications. Such review board shall consist of three, members: the BMWE General Chairman, the Carrier's Assistant Director-Labor Relations, and the Carrier's Engineer of MW Equipment.

(b) The criteria for such review shall be based on qualifications, ability, and seniority.

(c) At the time of the interview by the review board, the applicants shall have in their possession:

- (1) a valid state driver's license for tractor-trailer;
- (2) a valid I.C.C. license;
- (3) certification that applicant has satisfactorily passed an I.C.C. physical examination;
- (4) certification that applicant is qualified to operate the hoisting devices.

(d) Prior to the interview, the Carrier, shall make the necessary arrangements for qualified applicants to undergo the required I.C.C. physical examination and the procedures that are required to obtain I.C.C. licensing. The Carrier shall also afford each applicant with an opportunity to demonstrate his qualifications on the hoisting devices required of the position.

(e) Relief Tractor-Trailer Operators shall be interviewed and required to possess the same qualifications as the regular Tractor-Trailer Operator.

(f) Any grievance or complaints resulting from an employee not being selected as a Tractor-Trailer Operator or Relief Tractor-Trailer Operator shall be reviewed by the Carrier's Director-Labor Relations and the BMW General Chairman. If after review, a dispute cannot be satisfactorily resolved, it shall be docketed before Special Board of Adjustment No. 956 and reviewed by the members of such Board at its next meeting. The decision of the Board at that meeting shall be considered the final resolution of the grievance or complaint.

(g) A Tractor-Trailer Operator or Relief Operator must meet the requirements of I.C.C. provisions entitled Motor Carrier Safety Regulations 49CFR, Sections 390-397 prior to being assigned to such position.

Section 4

(a) The Carrier shall advertise the positions of Tractor-Trailer Operator and at least one Tractor-Trailer Relief Operator position at all reporting points and headquarters for BMW employees for a period of fifteen (15) days. The form to be used for this purpose is appended hereto as Attachment "A."

(b) Interested employees shall submit applications for such positions on the form appended hereto as Attachment "B." Upon receipt of such applications, the Carrier will make the necessary arrangements to schedule a company physical examination for each applicant who possesses a valid driver's license to operate the required equipment. Such physical examination shall meet the same standards and requirements as the I.C.C. physical examination, and shall be in accordance with 22 of the current Scheduled Agreement

between the parties.

(c) Upon successful completion of the company and I.C.C. physical examinations, the Carrier shall assist each applicant in obtaining the required I.C.C. license.

(d) Not more than fifteen (15) days following completion of all applicants' interviews by the review board, the Carrier shall award the positions of Tractor-Trailer Operator and Relief Tractor-Trailer Operator to the senior qualified applicants.

(e) If the Carrier does not receive any applications from qualified operators, and if the Carrier affords training, such training shall be afforded to the senior applicants having seniority on the Vehicle Operators' Roster.

Section 5

(a) Employees who are awarded a position as a Vehicle Operator Class 1 (Tractor-Trailer Operator or Relief Operator) shall be granted seniority on the Vehicle Operator-Class 1 Roster.

(b) In the event an employee fails to qualify as a Tractor-Trailer Operator within ten (10) work days of assignment thereto, or in the event the position is abolished due to the equipment becoming permanently inoperable and there is no Tractor-Trailer Operator his junior that he may displace or at the end of the year, as provided by Section 5(c) of this Agreement, the employee will return within ten (10) days to the regular position he left unless it has been abolished during his absence or he has been displaced on such regular position during his absence by senior employees, in which event he will exercise seniority in accordance with applicable schedule rules. Additionally, he may elect to take any position advertised during his absence to which his seniority would entitle him.

(c) (1) During the period employees are assigned to positions described in Section 1, they will not be displaced, nor may they exercise seniority by bid to other rosters or positions, except as provided in Paragraphs (b) or (e) of this Section 5.

(2) If conditions of a temporary nature prevent normal operation of the equipment, the positions described in Section 1 will be maintained during this period (30 days). The incumbents of these positions will be utilized to perform necessary maintenance of the equipment or to perform other duties within the scope of the Schedule Agreement.

(d) (1) Employees who are awarded positions covered by this Agreement will remain on their assigned positions for a period of twelve (12) months beginning on January 1 of each year, to and including December 31 of that same year, except under extenuating circumstances to be evaluated and approved by the Manager of Material and Equipment and the BMWWE

General Chairman or their designated representatives.

- (2) No later than October 31 of each year, Carrier will notify, by the form attached hereto as Attachment "C", those employees who are assigned to a Tractor-Trailer Operator position that they will have the option of:
 - (a) Remaining on such position for another period of twelve (12) months; or
 - (b) Exercising displacement rights commencing the first day of January to any available position that his seniority entitles him to in accordance with the provisions of the applicable Schedule Agreement.

Such employees will be provided a form to indicate which of these options they desire to elect. Such form must be returned to the Manager of Materials and Equipment no later than the last working day of November.

- (e) Where the incumbent of such position notifies the Manager of Materials and Equipment of his desire to give up his position at the end of the year, the vacancy will be bulletined during the first two (2) weeks of December. Where the Carrier takes delivery of an additional Tractor-Trailer after January 1, the position will be bulletined within fifteen (15) days of the date Carrier takes delivery of the machine.

Section 6

(a) The rate of pay for the Tractor-Trailer Operator position shall be \$13.75 per hour, subject to general wage increases per the Schedule Agreement as well as any other present or future provisions which result in an increase for employees represented by the Brotherhood of Maintenance of Way Employees.

(b) A Tractor-Trailer Operator waiting or travelling by direction of the Carrier will be allowed actual time waiting or travelling as time worked except no time will be paid under the following circumstances:

- (1) If during the time on the road an employee is relieved from duty and is permitted to go to bed for eight (8) hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than an assigned day, when such irregular service prevents the employee from making his regular daily hours.

(c) An employee will not be required to suspend work for the purpose of absorbing

overtime.

(d) Time spent by such employees making out reports that have been or are agreed upon by the designated officer of the Carrier and the BMW General Chairman shall not be considered as time worked for which additional compensation is required.

(e) A scheduled work day shall include a paid twenty (20) minute meal period between the beginning of the fourth hour and the beginning of the fifth hour of work. The Carrier shall provide a meal each 5.5 hours thereafter, subsequent to the first meal period.

Section 7

- (a) (1) While the Tractor-Trailer Operator positions will have headquarters, and it is intended that they will begin and end their work day at such headquarters, service requirements will necessitate, at times, that a Tractor-Trailer Operator leave his headquarters and not return that day. In such event, his time will end at the lodging facility at the end of his work day and this will be considered his starting point on the next days' assignment. Actual expenses will be allowed for meals and lodging while sent away and out of reach of his headquarters under this Section.
- (2) Should conditions necessitate that a Tractor-Trailer Operator remain away from home on his rest days (awaiting a load, repairs to the Tractor Trailer, etc.) he will be compensated on his rest days as provided in Section 6(b) of this Agreement. He will also be entitled to reimbursement for expenses incurred for meals and lodging.
- (3) Tractor-Trailer Operators will be required weekly to provide the Carrier with an expense form, including receipts, for money expended. Not later than fourteen (14) days from receipt of such expense form, the Carrier will reimburse the Operator for authorized expenses submitted.

Section 8

(a) The senior Relief Tractor-Trailer Operator will be required to fill all temporary vacancies resulting from the unavailability of the regular Tractor-Trailer Operator, including overtime work accruing to the position. When it is known that a vacancy will occur as a result of sickness, vacation, personal days, etc., the Carrier shall apprise the Relief Operator not less than twenty-four (24) hours in advance of his requirement to fill the position.

(b) During the period the senior Relief Operator is required to fill the temporary vacancy, he will receive the same rate of pay, working conditions, and expenses as is received by the regular Operator of the position.

(c) Should occasion arise where more than one Tractor-Trailer Operator is needed to perform regular duties, the senior Relief Operator shall be used to fill the assignment.

(d) At all other times, When the Relief Operator is not filling temporary or extra assignments, the Relief Operator will resume the regular duties, rates of pay, and working conditions of his awarded position.

(e) In the event the regular Tractor-Trailer Operator or Relief Operator is unavailable, except in emergency circumstances, the Carrier shall call employees from the Vehicle Operator-Class I Roster, in seniority order, and then if necessary, in seniority order from the qualified Vehicle Operator Class II Roster who meet the provisions as outlined in Section 3(c) of this agreement.

Section 9

Should the Carrier take delivery of additional Tractor-Trailers, the provisions of this Agreement shall apply.

Section 10

(a) It shall be the responsibility of the Tractor-Trailer Operators and the Carrier to insure compliance with I.C.C. requirements and applicable state laws, which are mandated for the safe and efficient operation of the Tractor-Trailer.

(b) No Tractor-Trailer Operator will be assigned to load or unload material or equipment by himself, which cannot be done efficiently and safely, including but not limited to additional equipment, hazardous material protection, manpower, etc.

Section 11

Annually, the BMW General Chairman and the designated Carrier officer from the Engineering Department agree to meet in the second week of November to review the provisions of this Agreement and discuss any problems resulting from this Agreement and the next year's operating schedule for the Tractor-Trailer Operator positions.

Section 12

The provisions for application and acceptance to a position as a Vehicle Operator-Class 1 under this Agreement shall be voluntary and shall not be a requirement to maintain seniority under the Schedule Agreement. The failure by an employee to apply, accept or exercise seniority to either a Tractor-Trailer Operator or Relief Operator position under this agreement does not give cause or justification for non-payment of protective benefits under any other agreement or provision for protection of Maintenance of Way employees covered

by this agreement.

Section 13

This Agreement shall not constitute a precedent or prejudice the position of any party signatory hereto in future negotiations or in similar agreements.

Section 14

Except as superseded or changed herein, the provisions of the Schedule Agreement shall remain in full force and effect except as changed by the provisions of the Railway Labor Act.

Section 15

For convenience, all references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

Section 16

This Agreement shall be effective October 6, 1988.

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

NEW JERSEY TRANSIT RAIL
OPERATIONS, INC.

(original signed by)
Leonard Allen
General Chairman

(original signed by)
J. S. Baker
Labor Relations

ATTACHMENT A

DATE _____

NOTICE TO ALL EMPLOYEES

HOLDING SENIORITY UNDER THE BMW AGREEMENT

Pursuant to Section 4(a) of the Tractor-Trailer Operator Agreement dated _____, notice is hereby given of your opportunity to be given consideration for assignment to a Tractor-Trailer Operator position.

Positions are to be established:

- Rate of Pay -
- Headquarters -
- Hours and Days of Service -
- Duties -
- Qualifications -

Applications for consideration will be received from _____ to _____.

Those desiring consideration for assignment to this position should make application on the form prescribed in Section 4(b) of the Agreement to the undersigned within the period specified above.

Copy: BMW General Chairman

ATTACHMENT B

**FORM FOR APPLYING FOR CONSIDERATION FOR ASSIGNMENT TO
VEHICLE OPERATOR-CLASS 1 OR RELIEF OPERATOR (TRACTOR -
TRAILER)**

TO: _____

Accept this as my application for consideration for assignment to the position of
Tractor-Trailer Operator or Relief Operator advertised _____.

In accordance with section 4(b) of the Agreement, I am providing the following
information about myself.

PLEASE TYPE OR PRINT

Name: _____ NJTRO I.D. Number:

Address: _____

Present Assignment: _____ at (Location):

Employment Date: _____

I presently hold seniority as a vehicle operator with a seniority date of _____.

Previous tractor-trailer operator experience/training: _____
_____.

State(s) you hold or have held license to operate a tractor-trailer rig:
_____.

Attached is a copy of my driving license and record for the last three years.

Signature

Date

**OPTION NOTIFICATION FORM
VEHICLE OPERATOR - CLASS 1
(TRACTOR-TRAILER OPERATOR)**

Mr. _____

Date

In accordance with Section 5(d) of the Vehicle Operator-Class 1 Agreement, you are hereby notified that you must now make an election to whether:

1. You desire to remain on your position headquarters at for another period of twelve (12) months; or
2. You desire to exercise displacement rights commencing the first day of January to any available position on your home seniority district in accordance with the provisions of the applicable Schedule Agreement.

Please indicate your choice at the bottom of this letter, sign, date and return the entire form to the undersigned.

I hereby select one of the following options:

1. I desire to remain on my position for another period of twelve (12) months; or
2. I hereby elect to exercise displacement fights commencing the first day of January to any available position on my seniority district in accordance with the provisions of the applicable Schedule Agreement.

(Name)

(Date)

Mr. Gregory J. Barbati
General Chairman
Brotherhood Maintenance of
Way Employees
91 E. Somerset Street
Suite 2-3, 2nd Floor
Raritan, NJ 08869

Dear Mr. Barbati:

FILE L-141-BMWE

This confirms notice and discussion of Carrier's plans to modify the existing tractor trailer agreement by designating four (4) high capacity boom trucks as Class I vehicles subject to the terms of the Memorandum of Agreement dated October 6, 1988.

As discussed, positions of Class I vehicles operator will be advertised and filled pursuant to the terms of the existing tractor trailer agreement. In addition to selection requirements set forth in that agreement, the successful applicant will satisfy the following:

- must be qualified on NJTRO operating rules;
- must have tools required by B&B Mechanic and be qualified to properly maintain the vehicle;
- must be able to qualify on knuckle boom;
- must have a Commercial Driver's License for Class "A" vehicles; must be a qualified B&B Mechanic or able to pass written and practical skills exam; and
- perform other assigned duties.

If you are in agreement with the above, please indicate your concurrence with your signature.

I CONCUR:

Very truly yours,

(original signed by)
G. Barbati
General Chairman

(original signed by)
Phillip B. Charles
Assistant Director
Labor Relations

APPROVED:

(original signed by)
A. Conway-Smith
Deputy General Manager

AGREEMENT

Between

NEW JERSEY TRANSIT RAIL OPERATIONS

Represented by

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

For the purpose of establishing a Special Board of Adjustment under the Railway Labor Act, as amended by Public Law 89-456, IT IS AGREED:

1. There shall be established a Public Law Board, which shall be known as NJ TRANSIT Rail Operations - Brotherhood of Maintenance of Way Employees PLB No. 6221 hereinafter referred to as the "Board".
2. The Board established by this Agreement shall have jurisdiction to hold hearings and render an award only on the specific disputes identified on Appendix "A" attached hereto and made part hereof, which constitutes the agreed upon docket of disputes.
3. The Board shall confine itself strictly to a decision of the dispute specifically set forth in paragraph 2 above.
4. The Board shall consist of three (3) members. One member shall be selected by the Carrier and shall be known as the "Carrier Member". Another member shall be selected by the Brotherhood of Maintenance of Way Employees and shall be known as the "Employee Members". A third member, who shall be Chairman of the Board, shall be a neutral person, unbiased as between the parties, and shall be selected as provided in paragraph 5 hereof. Partisan members of the Board may be changed from them to time, or at any time by the respective Parties designating them.

The Carrier Member of this Board shall be P. B. Charles. The Employee Member of this Board shall be Greg Barbati.

5. The Carrier Member and the Employee Member shall meet at a time and place acceptable to both parties within ten (10) days after the execution of this Agreement for the purpose of selecting the Neutral Member of the Board. If the partisan members can agree upon the Neutral Member and the person so selected accepts the appointment, then such person shall serve as a member of, and as Chairman of the Board. If, within ten (10) days after such first meeting, the partisan members are

unable to agree upon the Neutral Member, either partisan member of the Board may request the National Mediation Board to appoint the Neutral Member, who shall also serve as Chairman of the Board. In case of a permanent or temporary vacancy on the Board, with respect to either partisan members or neutral member, the vacancy shall be filled in the same manner as the original selection.

6. The Board shall meet at the offices of the Carrier within thirty (30) days after the Neutral Member is selected or appointed or as soon thereafter as the Neutral Member is available to establish rules of procedure for the operation of the Board and shall meet at regularly stated times thereafter until the matters submitted to it under this Agreement are disposed of.
7. The compensation and expenses of the Carrier Member shall be borne by the Carrier. The compensation and expenses of the Employee Member shall be borne by the Organization. The compensation and expenses of the Neutral Member shall be fixed and paid by the National Mediation Board. All other expenses shall be borne equally by the Carrier and time organization.
8. The Board shall hold hearings on the dispute submitted to it. At such hearing, the parties may be heard in person, by counsel, or by other authorized representatives as they may elect. The parties may present either orally or in writing statements of facts, supporting evidence and data and argument of their position with respect to the dispute submitted to the Board. The Board shall have authority to request the production of additional evidence from either party.
9. Should it develop that any of the disputes presented to the Board involves a third party interest, the Board shall give notice to such third party of the time and date when said dispute will be heard, together with a copy of the claim and a copy of this Agreement. Hearing on such disputes shall then be conducted and the representative of such third party may be heard in person, by counsel, or other authorized representatives as they may elect. No award in such dispute shall be made by the Board unless the Neutral Member thereof is a member of the majority rendering the award.
10. The Board shall hold executive sessions and make findings and render an award in the dispute submitted to it within thirty (30) days after the close of the hearings, thereon. Such findings and award shall be in writing and copies shall be furnished to each of the parties to comply therewith on or before the day named. Compliance with such awards may be enforced in the United States District Courts in the same manner and subject to the same provisions as those which apply to the awards of the National Railroad Adjustment Board.

11. Each member of the Board shall have one vote and any two members of the Board shall be competent to render an Award and to make such other rulings and decisions necessary to carry out the functions of the Board and which the Board is empowered to make by statute or this Agreement.
12. In case a dispute arises involving an interpretation or application of an award of the Board while it is in existence or upon recall by either party within thirty (30) days after determination of the award rendered, the Board, upon request of either party, shall interpret the award in light of the dispute.
11. In lieu of the procedures set forth above, the parties may agree to dispose of certain cases identified in Attachment "A" in accordance with the expedited procedures herein below set forth.
 1. The Board shall consist of one member only, who shall be the Neutral member, unbiased as between the two parties.
 2. The Board shall hold hearings on each claim or grievance submitted to it. At such hearing, the parties may be heard in person, by counsel by or other authorized representatives as they may elect. The parties may present statements of fact, supporting evidence and data in oral argument as to their position with regard to each case being considered by the Board. The Board shall have authority to request the production of additional evidence from either party.
 - C. The Board shall render a without precedent award on each case submitted to it, immediately after the close of the hearing of each claim, with the exception of such cases as may be withdrawn from the Board by the party submitting the case. Such awards shall be in writing and copies shall be furnished to each of the parties to the dispute. Such awards shall be final and binding on both parties, subject to the provisions of the Railway Labor Act as amended by Public Law 89-456, and if in favor of the petitioner, shall direct the other party to comply therewith on or before the day named.
 4. The provisions of this paragraph take precedence over any provisions of this Agreement in conflict herewith. All other provisions of this Agreement apply to the cases selected by the parties for handling under this expedited procedure.

14. The Board hereby established shall continue in existence until it has disposed of the disputes submitted to it under this agreement, after which it will cease to exist, except for interpretation of an awards as herein above provided.

Signed this date _____ day of _____, 1999

For: The Brotherhood of Maintenance
Of Way Employees

For: NJ Transit, Inc

(original signed by)
Gregory J. Barbati
General Chairman, BMW

(original signed by)
Phillip B. Charles
Director Labor Relations

April 25, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

File: L-141 BMW

Dear Mr. Barbati:

This confirms notice and discussion of Carrier's plans to modify the existing Tractor/Trailer Agreement by the designation of one (1) self-propelled Track Geometry Measurement Vehicle (Fairmont Tamper Inspection Car) which we recently acquired, as a Class I vehicle subject to the terms of the Memorandum of Agreement dated October 6, 1988 as modified hereunder.

As discussed the Carrier will advertise and award two (2) positions in accordance with the terms of the Tractor-Trailer Agreement. One of these positions will be designated as a relief position which, when not assigned to the vehicle, shall be considered a Class I Machine Operator to be utilized and compensated accordingly.

The primary duties of the operator shall include: operating, driving, cleaning, stocking of material and supplies, and light running repairs and maintenance of the vehicle.

In addition to the selection criteria set forth in the existing tractor/trailer agreement, the successful applicant(s) must have a commercial drivers license; must be qualified on Norac Operating Rules and physical characteristics of the entire NJTRO System; must be qualified to operate the vehicle under track car or signal indication rules; must have tools required of Class I machine operators.

The Carrier will provide assistance to the successful applicant(s) in becoming qualified on the physical characteristics of the territory and signal indication rules where the vehicle may be assigned.

Subject to the requirements of service and availability, one FRA Foreman on the section where the car is operating, shall accompany the Car in order to perform a visual track inspection. He/she will be required to complete any required field documentation associated with the inspection.

Page 2
Mr. Gregory J. Barbati
April 25, 2000
File: L-141 BMW

The following modified guidelines will govern the application of Section 4, 5 and 6 of the Tractor/Trailer Agreement:

In awarding jobs to qualified applicants in accordance with this agreement, preference will be given to qualified senior applicants on the Machine Operators Seniority Roster.

Incumbent(s) to the position will receive a \$.75 differential above the Vehicle Operator-Class I rate of pay.

Positions which go no bid will be subject to the provisions of Section 4 (e) with the understanding that such training will be offered to the senior applicant having seniority in the Class I Machine Operators Roster.

It is further understood that training will be provided to both the operators and repairmen by the manufacturer's designated representative and that the period of such training shall extend the one (1) year lock-in provision which is applicable to the operator and relief operator. During the warranty period the manufacturer shall be responsible for maintenance of the vehicle and shall determine the manner in which any repairs are to be performed.

Should the above meet with your approval, please indicate your concurrence.

Very truly yours,

(original signed by)
Phillip B. Charles
Director, Labor Relations

I Concur:

(original signed by)
Gregory J. Barbati
General Chairman, BMW

Approved:

(original signed by)
Frank A. Vacca
Deputy General Manager

APPENDIX K

**AGREEMENT BETWEEN NJTRO AND BMW ON
IMPLEMENTATION OF ROVING BRIDGE OPERATING GANGS**

WHEREAS, NJ TRANSIT Rail Operations (hereafter NJTRO)) intends to make operational changes in the method of opening/closing of four Hoboken District Movable Bridges (Upper Hack, Lower Hack, Newark/Harrison, HX):

WHEREAS, such changes will result in the force reduction of Bridge Operators, some of whom are BMW represented employees;

WHEREAS, the parties are desirous of implementing this change with minimal adverse impact on its employees and the Operations;

WHEREAS, the parties recognize the need for an Implementing Agreement;

It is hereby resolved as follows:

1. Procedure for filling initial vacancies
 1. On or about December 12, 1994, NJTRO will advertise for bid the number of positions necessary to fully operate the bridges with roving crew(s). Notices of job abolishments will also be posted at that time.
 - b. The General Chairman will be notified of the number of positions to be advertised/abolished at least ten (10) days prior to posting of the bulletin.
 3. Awards of positions shall be made on January 9, 1995, and the jobs, as well as all abolishments, will become effective on or about February 13, 1995.
 4. The interim period between the awarding of positions and the effective date of such awards will be utilized for the training of Awardees in the proper operation of bridges.
 - e. In awarding positions, preference will be given to incumbent bridge operators in seniority order, whose positions were abolished as a result of the change in Operations.
 6. Employees required to utilize their personal automobiles to attend training sessions will be reimbursed for actual miles between their work location(s) and the training location at the approved mileage rate.

II. Training of Incumbents

1. The employees who are awarded positions will be required to successfully complete the Carrier's training program.
- b. The training shall consist of: One day classroom training; on-the-job training in the proper operation of bridges on both primary and secondary operating systems.
3. An employee who fails the training program, will be considered not qualified and must exercise seniority in accordance with Rule 3, Section 5 of the Collective Bargaining Agreement.
- d. Any vacancy which occurs after the initial advertisement and awarding of positions will be advertised in accordance with Rule 3, Section 3 of the Collective Bargaining Agreement.

III. Exercising Displacement Rights

1. Displacement of incumbent Roving Bridge Operators will be permitted as provided for in Rule 4, Section 2 of the Collective Bargaining Agreement, except that Awardee shall not be displaced during an interim period commencing with the initial award of position and ending 60 days after the awards become effective.
- b. Employees obtaining position by either bid or exercise of seniority who have not been trained will be required to complete the training program as outlined in Section H above and will not be considered qualified until successful completion of the training program and, if deemed not qualified, will exercise seniority in accordance with Rule 3, Section 5 of the Collective Bargaining Agreement.

IV. Rates of Pay/Job Classification

1. The position of Roving Bridge Operator is established as the highest class on the Bridge Operators Seniority Roster. The hourly rate of pay for this new classification is \$15.39.
- b. Employees holding seniority on the current bridge operators roster with a seniority date on or before the effective date of this agreement will acquire seniority in the roving bridge operators seniority class with a similar ranking copy of the revised seniority roster is attached to this Memorandum (see Attachment "A").

3. A current bridge operator whose rate of pay exceeds the above rate will continue to receive such higher rate except that a bridge operator who is entitled to the higher rate will lose such rate if he voluntarily bids to a different position.

V. Employment Opportunities for Unsuccessful Bidders

- a. A current Bridge Operator whose position is abolished or who is displaced by a senior Bridge Operator will exercise all seniority rights in accordance with Rule 4, Section 2 of the Collective Bargaining Agreement.
2. A current Bridge Operator who is incapable of exercising seniority at any time during a six month period from the date of this agreement shall be deemed a displaced employee.
- c. Displaced employees shall be given assistance in obtaining another position on which they are qualified or could qualify with minimal job training.
4. Displaced employees who are required, in an exercise of seniority, to take a position with a rate of pay which is less than the rate of a current bridge operator, will receive his bridge operator's rate for a six-month period commencing with the initial exercise of seniority. Such displaced employee will be an automatic bidder on any vacant bridge operator's position and will be required to accept any available bridge operator's position, subject to the provisions of the 30 mile rule. Failure of a displaced employee to accept a Bridge Operator assignment within this six-month period will nullify his wage rate protection on any current or future positions to which he may be assigned.

- VI. In the event Carrier decides to eliminate the roving bridge operating system and implements a manned bridge operating system, a sufficient number of bridge operator positions will be advertised and awarded to bridge operators represented by the Brotherhood of Maintenance of Way Employees union, consistent with the needs of the service and the past practice. A list of current bridge operators assignments, as well as proposed roving bridge operator assignments is attached to this Memorandum (See Attachment "B").

Except as provided for in this Memorandum of Understanding, the rules of the Collective Bargaining Agreement apply.

Signed this 28th day of November, 1994.

For NJ Transit Rail Operations **For the Brotherhood of Maintenance of Way Employees**

(original signed by)
William B. Murphy
Director Labor Relations

(original signed by)
Gregory J. Barbati
General Chairman

REVISED BRIDGE OPERATOR SENIORITY ROSTER

<u>NAME</u>	<u>EMPLOYEE NUMBER</u>	<u>BRIDGE TENDER</u>	<u>BRIDGE OPERATOR</u>	<u>ROVING BRIDGE OPERATOR</u>
TALERICO, D.	9177	05-31-78	05-31-78	05-31-78
KOPPEN, R.E.	9220	06-27-79	06-27-79	06-27-79
BISCHER, B.	3191	11-07-79	11-07-79	11-07-79
MORGAN, K.	5926	03-14-80	03-14-80	03-14-80
REPSHER, H.	3349	05-08-80	05-08-80	05-08-80
ZAIKOWSKI, R.	9181	10-10-80	10-10-80	10-10-80
KENNY, J.	9254	11-21-80	11-21-80	11-21-80
CAMERON, W.	3315	01-26-83	01-26-83	01-26-83
NEWTON, W. E.	3311	03-04-85	03-04-85	03-04-85
YOUNGER, R. L.	9332	05-27-85	05-27-85	05-27-85
SANTAMARIA, H.	7389	05-28-85	05-28-85	05-28-85
BUIE, A.	3791	05-28-85	05-28-85	05-28-85
SKELLY, J. P.	4151(B)	06-19-85	06-19-85	06-19-85
CHASE, S.	0223	01-29-86	01-29-86	01-29-86
RAINONE, P.	9111	04-04-87	04-20-87	04-20-87
SWEENEY, M.	4240	09-05-88	09-05-88	09-05-88
VELEZ, A.	2280	02-19-90	02-19-90	02-19-90
WILBER, D.	2401	07-17-90	07-17-90	07-17-90
MORRIS, G.	2417	07-17-90	07-17-90	07-17-90
GUYETTE, W.	2596	07-17-90	07-17-90	07-17-90
CREIGHTON, R.	4749	08-20-90	08-20-90	08-20-90
FORGIONE, G.	2951	05-20-91	05-20-91	05-20-91
ANANJEW, J.	4277	10-14-91	10-14-91	10-14-91
ZYRY, G.	3320	06-08-92	06-08-92	06-08-92
GAETAN, A.	2388	06-22-92	06-22-92	06-22-92
REED, H.	2275	02-22-93	02-22-93	02-22-93
ROUSSELL, R.	9258	05-17-93	05-17-93	05-17-93
PURYEAR, V.	6870	07-09-93	07-09-93	07-09-93
LOVE, P.	7405	05-23-94	05-23-94	05-23-94
JOSEPH, C.	35361	05-31-94	05-31-94	05-31-94

11/18/94

**CURRENTLY ASSIGNED BRIDGE OPERATOR POSITIONS
 FILLED BY BMW EMPLOYEES
 AT HX, UPPER HACK,
 LOWER HACK AND NEWARK/HARRISON BRIDGES**

<u>NAME</u>	<u>TITLE</u>	<u>TOUR OF DUTY</u>	<u>REST DAYS</u>
HX			
Morgan, K.	Bridge Operator	7AM-3PM (M-Sat)	Sunday
Lower Hack			
Bazzi, N.	Bridge Operator	8AM-4PM (M-F)	Sat & Sun
Velez, A.	Bridge Operator	4PM-12PM (T-Sat)	Sun & Mon
Kenney, J.	Bridge Operator	12M-8AM (Sat-Wed)	Thur & Fri
Chernobay, W.	Bridge Operator	Various	Wed & Fri
Newark/Harrison			
Love, P.	Bridge Operator	8AM-4PM (T-Sat)	Sun & Mon
Newton, W.	Bridge Operator	4PM-12PM (Th-Mon)	Tue & Wed
Santamaria, H	Bridge Operator	12M-8AM (Sun-Th)	Fri & Sat
Joseph, C.	Bridge Operator	Various	Various
Upper Hack			
Talerico, D.	Bridge Operator	8AM-4PM (W-Sun)	Mon & Tue
Koeppon, R.	Bridge Operator	4PM-12M (F-Tue)	Wed & Th
Robinson, R.	Bridge Operator	12M-8AM (M-Fri)	Sat & Sun
Kreutter, C.	Bridge Operator	Various	Fri & Sat

**POSITIONS TO BE ASSIGNED
UPON IMPLEMENTATION OF ROVING CREW**

HX BRIDGE

<u>JOB NO.</u>	<u>DAYS WORKED</u>	<u>SHIFTS WORKED</u>	<u>REST DAYS</u>
1	Monday-Friday	7AM-3PM	Sat, Sun
2	Tuesday-Saturday	3PM-11PM	Sun, Mon
3	Thursday-Monday	11PM-7AM	Tues, Wed
4	Saturday-Wednesday	7AM-3PM (Sat) 3PM-11PM (Sun, Mon) 11PM-7AM (T,W)	Thur, Fri
5(a)	Sunday	7AM-3PM	

- (a) This is the relief position which fills in for employees on jobs numbered 1, 2, 3 and 4 for sick, vacation and holiday relief coverage.
- When not filling in to relieve an absent employee, this individual will work with the bridge maintenance crew on the 7-3 shift (M-Th).
- Days off for the relief position will be granted in accordance with the schedule of the absent employee when coverage is for a full week. Otherwise, days off will be Friday and Saturday.
- Since this position when not relieving an Operator will be required to work as part of the Bridge Maintenance gang, it will be designated as a B&B Mechanic/Roving Bridge Operator.

UPPER HACK

JOB NO.	<u>DAYS WORKED</u>	<u>SHIFTS WORKED</u>	REST DAYS
1	Monday-Friday	7AM-3PM	Sat, Sun
2	Tuesday-Saturday	3PM-11PM	Sun, Mon
3	Thursday-Monday	11PM-7AM	Sun, Mon
4	Sunday-Wednesday	7AM-3PM (Sat) 3PM-11PM (Sun, Mon) 11PM-7AM (T,W)	Thur, Fri
5(a)	Sunday	7AM-3PM	
(a)	This is the relief position which fills in for employees on jobs numbered 1, 2, 3 and 4 for sick, vacation and holiday relief coverage.		
·!	When not filling in to relieve an absent employee, this individual will work with the bridge maintenance crew on the 7-3 shift.		
·!	Days off for the relief position will be granted in accordance with the schedule of the absent employee when coverage is for a full week. Otherwise, days off will be Friday and Saturday.		
·!	Since this position when not relieving an Operator will be required to work as part of the Bridge Maintenance gang, it will be designated as a B&B Mechanic/Roving Bridge Operator.		

BRIDGE MAINTENANCE GANG

In addition to the ten positions above that will be authorized, two additional B&B Mechanic positions will be authorized to augment the bridge maintenance crew headquartered in Hoboken at the Lower Hack Bridge.

November 28, 1994

ATTACHMENT C

Mr. Gregory Barbati
General Chairman, BMW
91 East Somerset Street
Suite 2-3, 2nd Floor
Raritan, NJ 08869

Subject: Bridge Operators
Roving Crew
Implementation

Dear Mr. Barbati:

This letter is to set forth an understanding between NJ Transit Rail Operations, Inc. and the Brotherhood of Maintenance of Way Employees.

In connection with the implementation of the Roving Crew plan for coverage of the HX, Upper Hack, Lower Hack and Newark/Harrison bridges, five BMW employees are to be assigned to HX bridge and five to Upper Hack bridge. At each bridge, four employees will be dedicated to Bridge Operator duties while the fifth will provide relief for the other positions to cover authorized absences. It is agreed that the fifth (relief) position at each of the other two bridges will be classified as a B & B Mechanic/Roving Bridge Operator and will receive the B & B Mechanic's rate of pay. During those periods when there is no requirement for coverage of absentees, he will be assigned to the bridge maintenance crew to perform work as a B&B Mechanic.

It is understood that all other provisions of the current agreement will remain intact.

This agreement will take effect upon implementation of the Roving Crew plan, presently estimated to be on or about February 13, 1995.

If the above fully explains our understanding with respect to staffing of the Roving Crews, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I CONCUR:

(original signed by)
W.B. Murphy
Director-Labor Relations

(original signed by)
Gregory Barbati
General Chairman, BMW

12/1/94
(Date)

ATTACHMENT D

February 2, 1995

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
91 East Somerset Street
Suite No. 2-3, 2nd Fl.
Raritan, NJ 08869

Dear Mr. Barbati: FILE: L-141-BMWE

This refers to our recently signed memorandum of agreement on the implementation of Roving Bridge Operating Gangs.

As discussed and agreed to the above-referenced memorandum is modified as follows:

“An incumbent Bridge Operator who is directed to train and instruct other employees on the proper operation of a bridge shall, in addition to regular compensation for service performed, be paid one (1) hour at the straight time rate on any day that any such training is required.

Should this meet with your approval, please indicate your concurrence with your signature.

Very truly yours,

(original signed by)
Phillip B. Charles
Assistant Director
Labor Relations

I CONCUR:

(original signed by)
Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of
Way Employees

TOOL LIST

Wrench, Combination		7mm
"	"	8mm
"	"	9mm
"	"	10mm
"	"	11mm
"	"	12mm
"	"	13mm
"	"	14mm
"	"	15mm
"	"	16mm
"	"	17mm
"	"	18mm
"	"	19mm
"	"	20mm
"	"	21mm
"	"	22mm
"	"	23mm
"	"	24mm
"	"	25mm
"	"	26mm
"	"	27mm

Socket,	3/8"	Drive,	12	Points,	Standard	8mm
"	"	"	"	"	"	9mm
"	"	"	"	"	"	10mm
"	"	"	"	"	"	11mm
"	"	"	"	"	"	12mm
"	"	"	"	"	"	13mm
"	"	"	"	"	"	14mm
"	"	"	"	"	"	15mm
"	"	"	"	"	"	16mm
"	"	"	"	"	"	17mm
"	"	"	"	"	"	18mm
"	"	"	"	"	"	19mm

(12 ea) Clip, Socket						
Socket,	1/2"	Drive,	6	Points,	Standard	10mm
"	"	"	"	"	"	11mm
"	"	"	"	"	"	12mm
"	"	"	"	"	"	13mm
"	"	"	"	"	"	14mm

“	”	“	”	“	”	15mm
“	”	“	”	“	”	16mm
“	”	“	”	“	”	17mm
“	”	“	”	“	”	18mm
“	”	“	”	“	”	19mm
“	”	“	”	“	”	20mm
“	”	“	”	“	”	22mm
“	”	“	”	“	”	24mm
“	”	“	”	“	”	25mm
“	”	“	”	“	”	26mm
“	”	“	”	“	”	27mm
“	”	“	”	“	”	28mm
“	”	“	”	“	”	29mm
“	”	“	”	“	”	30mm
“	”	“	”	“	”	32mm

Wrench	Open End	1 / 4 “	X	5/ 16”
“	“	5/16”	X	3/8”
“	”	7/16”	X	1/2”
“	”	1/2”	X	9/16”
“	”	9/16”	X	5/8”
“	”	5/8”	X	3/4”
“	”	11/16”	X	3/4”
“	“	13/16”	X	7/8”
“	”	15/16	X	1”
“	”	1 1/4”	X	1 5/16”
“	“	1 1/16”	X	1 1/8”

Wrench	Combination	1/4”
“	”	5/16”
“	”	3/8”
“	”	7/16”
“	”	1/2”
“	”	9/16”
“	”	5/8”
“	”	11/16”
“	”	3/4”
“	”	13/16”
“	”	7/8”
“	”	15/16”
“	”	1”
“	”	1 1/16”
“	”	1 1/8”
“	”	1 5/16”
“	”	1 3/8”
“	”	1 7/16”

			1 1/2"		
Wrench	Half Moon	12 point	9/16"	X	1/2"
Wrench, Combination	Flare Nut		3/4"	X	13/16"
Wrench, Double Ended	Flare Nut		3/8"	X	7/16"
"	"	"	1/2"	X	9/16"
"	"	"	5/8"	X	11/16"
Wrench	8"	Adjustable			
"	12"	"			
"	18"	"			
"	6"	Pipe			
"	10"	"			
"	14"	"			
Socket	1/4"	Drive, Standard 6 Point			3/16"
"	"	"	"	"	"
Socket	1/4"	Drive, 12 Point Deep			3/16"
"	"	"	"	"	7/32"
"	"	"	"	"	1/4"
"	"	"	"	"	9/32"
"	"	"	"	"	5/16"
"	"	"	"	"	11/32"
"	"	"	"	"	3/8"
"	"	"	"	"	7/16"
"	"	"	"	"	1/2"
"	"	"	"	"	9/16"
Socket	1/2"	Drive, 12 Point Standard			3/8"
"	"	"	"	"	7/16"
"	"	"	"	"	1/2"
"	"	"	"	"	9/16"
"	"	"	"	"	5/8"
"	"	"	"	"	11/16"
"	"	"	"	"	3/4"
"	"	"	"	"	13/16"
"	"	"	"	"	7/8"
"	"	"	"	"	15/16"
"	"	"	"	"	1"
"	"	"	"	"	1 1/16"
"	"	"	"	"	1 1/8"
"	"	"	"	"	1 3/16"
"	"	"	"	"	1 1/4"
Extension	1/4"	Drive			2"
"	"	"			3"

“	”	“	T-Bar
“	“	“	Spinner
“	”	“	Flexible
Extension	3/8"	Drive	2"
			3"
“	”	“	6"
“	”	“	10"
Extension	1/2"	Drive	2"
“	”	“	3"
“	”	“	6"
			10"

Handle, Drive Flex (Breaker Bar) 1/2" X 18"
 Breaker Bar 1/4" Drive
 Breaker Bar 3/8"

Universal Joint, 1/4" Drive	Cold Chisel – 1/4" x 4 7/8"
Universal Joint, 3/8" Drive	“ “ 5/16" x 5 1/8"
Universal Joint, 1/2" Drive	“ “ 1/2" x 6"
	“ “ 3/4" x 7"
Ratchet, Reversible, 1/4" Drive	“ “ 1" x 8"
Ratchet, 3/8" Drive	
Ratchet, 1/2" Drive	Punch Drift – 3/32" x 10"
Ratchet, 1/2" Drive, Long Handle	“ “ 3/16" x 10"
	“ “ 1/4" x 10"
	“ “ 3/8" x 10"
Punch Center 3/8" x 4 7/8"	
Punch Prick 5/16" x 5"	
Punch Prick 1/2" x 5 7/8"	

Socket, Spark Plug 3/8" Drive	5/8"
“ “ “ “ “	13/16"
“ “ “ “ “	3/4"

Top Chest, Super Heavy Duty 6 Drawer

Step Up Chest, Super Heavy Duty 3 Drawer

12' Tape Measure

Gauge, Feeler, 22 Blade, Step Cut

Bar Rolling Head 1/2" x 12"

“	”	“	5/8" x	16"		
Screwdriver, Phillips	#2	x	3	1/2"		
“	”	#0	x	5	3/8"	
“	”	#1	x	6	1/2"	
“	”	#2	x	8	1/8"	
“	”	#3	x	10	1/2"	
“	”	#4	x	13	1/8"	
Screwdriver, Standard Tip, Sq. Shank	3	5/8"	x	1/4"		
“	”	“	”	“	7	1/2" x 3/16"
“	”	“	”	“	8	1/2" x 1/4"
“	”	“	”	“	10	1/2" x 5/16"
“	”	“	”	“	13	1/8" x 3/8"
“	”	“	”	“	17	1/8" x 7/16"
Pliers, 10" Slip Joint						
Pliers, 6 1/2" Slip Joint					13	1/8" X 3/8"
Pliers					17	1/8" X 7/16"
“	Needle Nose				5	9/16"
“	Duckbill				6	1/2"
“	Curved Needle Nose,				6"	
“	Long Reach Needle Nose				8	1/8"
“	Linesman's				6	5/16"
“	Vice Grip Locking				10"	
“	Vice Grip Locking				7"	
“	Vice Grip Locking				4"	
“	Long Nose Vice Grip				6"	
“	Break				12	7/8"
Pliers, Groove Joint					16"	
“	”	“			9	1/2"
“	”	“			6	1/2"
						Tip
						Tia
Pliers, Retaining Ring	Shaft	Diameter		Tip	Size/Angle	
“	”	“	1/4	-	21/32	.038° 0°
“	”	“	1/2	-	1	.038° 90°
“	”	“	1/8	-	5/32	.047° 90°
“	”	“	11/16	-	7/8	.070° 0°
“	”	“	13/16	-	1	.070° 90°
“	”	“	3/16	-	1/4	.038° 0°
“	”	“	15/16	-	1 7/16	.038° 0°
“	”	“	1	-	1 7/16	.038° 0°
“	”	“	1 1/16	-	2	.038° 0°
“	”	“	1 1/2	-	3 1/2	.038° 0°

“	“	”	1 1/2	-	1 3/4	.038°	0°
“	”	“	25/32	-	3 11/32	.038°	0°

3/8" Drive Sockets 6 Point & 12 Point - 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", and 1"

1/4" Drive Sockets 12 Point - 4mm, 5mm, 6mm, 7mm, 8mm, 9mm, 10mm, 11mm, and 12mm.

1/2" Drive Sockets 6 Point - 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1 1/16", 1 1/8", 1 3/16", 1 1/4", 1 5/16", 1 3/8", 1 7/16", and 1 1/2"

Hammer, Ball Pen, 8 oz., 12 oz., 16 oz., 2.5 lbs., 4 lbs.

Mallet, Rubber, 2 1/2lb.
Holder, Punch & Chisel

Hack Saw Gasket Scraper

Tester, Low Voltage Circuit 12 & 24 Volt (K-D Tools)

(7ea) Wrench Set, 19 Piece Allen 1/16" = 3/4

Wrench Set, Piece Allen 9 - 19mm

Allen Socket Wrench Set 1/8" to 3/4"

Allen Socket Wrench Set 9mm thru 19mm

Crowfoot 1/2" drive and 3/8" thru 2 1/2"

Torx Sockets T-10 thru T-50

Extractor Screw Set 1/4" thru 1 1/2"

Retaining Ring Pliers .038/0	Double Ended Flare Nut 1/4"
“ “ .038/90	“ “ 3/8" x 7/16"
“ “ .047/0	“ “ 1/2" x 9/16"
“ “ .047/90	“ “ 5/8" x 11/16"
“ “ .070/0	“ “ 3/4" x 3/16"
“ “ .070/90	“ “ 10 mm
	“ “ 12 mm
	“ “ 13 mm
	“ “ 14 mm

Adapters 1/4Mx3/8f

“ 3/Mx1/2f
“ 1/2Mx3/8f

May 25, 1995

APPENDIX M

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of Way Employees
91 East Somerset Street
Suite No. 2-3 2nd Floor
Raritan, NJ 08869

Dear Mr. Barbati:

FILE: L-010-BMWE

This refers to our recent discussions concerning the establishment of a track gang to perform day-to-day maintenance on the Atlantic City Line from Delair Drawbridge 2.07 to Atlantic City (see Attachment "A"). As we discussed, NJ TRANSIT will assume direct responsibility for the maintenance of this line on or about September 30, 1995. To this end, the Parties have agreed to the following provisions for the implementation of Atlantic City Track Gang.

I. Advertisement of Initial Vacancies

1. A Special Bulletin will be attached to the regular Track Bulletin dated May 30, 1995, in which NJ TRANSIT will advertise for bid the number of positions necessary to maintain the system on the Atlantic City Line.
- b. The General Chairman will be notified of the number of positions and job classifications prior to posting of the bulletin (see Attachment B for bulletin information).
3. Awards announcing the successful bidders will be made on the Special Track Bulletin dated June 12, 1995, and the effective date of awards will be September 15, 1995, for the Track Foreman positions and September 25, 1995, for all other positions.
- d. The interim period between the awarding of positions and the effective date of such awards, the Awardees will remain in their current position and begin qualifying on the territory and performing other required start-up functions.
- e. Successful awardees, when so directed by NJ TRANSIT to qualify will, in addition to their regular and any overtime compensation, be paid travel time and mileage expenses when use of personal vehicle is authorized, at the approved IRS rate during the interim period for any position that requires qualification on the physical characteristics of the Atlantic City Line (See Attachment "A").

Mr. Gregory Barbati
May 25, 1995
Page 2

6. If the successful bidder fails to qualify, the next qualified senior bidder from the May 30, 1995, bulletin will be awarded the job. If there are no other qualified bidders to the position, the jobs will be advertised in accordance with Rule 3, Section 3 of the Collective Bargaining Agreement.
- g. Positions that go "no bid" as a result of the May 30, 1995, bulletin, will be forwarded to the Human Resources Department for outside recruiting.

II. Exercising Displacement Rights

- a. Awardees to the positions shall not be displaced during an interim period commencing with the initial award of the position and ending 90 days after the awards become effective.
2. Positions that go "no bid" are not subject to displacement (except to avoid furlough) until 90 days following the start of the operations.
- c. Incumbents to the Atlantic City Line positions may not voluntarily bid to another gang/Line for a period of 90 days following the start of the operations.
4. The provisions of paragraphs a, b and c above will be outlined in the advertisement of Special Track Bulletin.

Except as provided for in this letter of understanding, all other rules of the Collective Bargaining Agreement will apply.

If the above accurately reflects our understanding, please indicate your concurrence in the space provided.

Sincerely,

I CONCUR:

(original signed by)
William B. Murphy
Director-Labor Relations

(original signed by)
Gregory J. Barbati
General Chairman, BMWE

ATTACHMENT "B"

NJ TRANSIT RAIL OPERATIONS, INC.
MAINTENANCE OF WAY DEPT.
TRACK DEPARTMENT

May 30, 1995

SPECIAL TRACK BULLETIN NO. 22A

ATLANTIC CITY LINE

The following is a list of positions available in the Maintenance of Way Department (Track). These positions are listed by vacancy number. Applications for these positions should be made on a CT-88 giving both the Bulletin No. and the Vacancy No. All applications for these positions will be accepted in this office by the person whose name appears below, up to and including until 4:45 p.m.

Janet Leigh
Assignment Clerk
Penn Station
Newark, NJ 07102
201-491-8450
Fax 201-4914848

TRACK SUPERVISORS: Hoboken, Paterson, Netcong, Red Bank, Raritan, Hackensack, Dover, Gladstone, South Amboy, Woodridge, Clifton, Asbury Park, Newark, (Broad Street Station), Summit, Mountain Station, Lincoln Park and Per Diem Gangs.

STRUCTURES SUPERVISORS: Hoboken, Red Bank, Woodridge, Raritan (Boyd Tower), Newark, (Penn Station), Summit, Mountain Station and Per Diem Gangs.

Greg Barbati	General Chairman, BMW, Suite 2-3, 2nd Floor, 91 Street., Raritan, NJ 08869
P. Sharpe	Vice Chairman-Sec. Treas. 4614 Shelbourne St., Phila., PA 19124
T. J. Agurs	Vice Chairman, BMW, 1439 Compton Terrace, Hillside, NJ 07205
W. Erhard	Local Chairman 2907, 5 Pine St., Newton, NJ
J. Dembowski	Local Chairman 2905, 23 Carlton Ave., Jersey City,
J. Durkin	Local Chairman 2906, 515 San Juan Dr., Toms River, NJ 08753
J. Walsh	Local Chairman 2908, 265 Adamichill St., Milford, NJ 08848

In accordance with the letter of understanding dated May 25, 1995, between the BMWE and NJTRO, the following positions are to be advertised on Special Track Bulletin dated May 30, 1995. Headquarter locations will be in the Winslow/HAMMONOTON, New Jersey areas.

Awards announcing the successful bidders will be made on Special Track Bulletin dated June 12, 1995, and the effective date of awards will be September 15, 1995, for all Track Foreman positions and September 25, 1995, for all other positions.

Awardees to the Atlantic City Line positions may not voluntarily bid to another gang/Line for a period of 90 days following the start of operations; nor may they be displaced for a period of 90 days after the awards become effective.

THIS SPECIAL BULLETIN CLOSSES FRIDAY, JUNE 9, 1995.

VAC. NO. 1
POSITION : FOREMAN SYM B-
731
HEADQUARTERS : WINSLOW/HAMMONOTON AREA
TOUR OF DUTY : 7:30 AM TO 4:00 PM
REST DAYS : SATURDAY & SUNDAY
MEAL PERIOD : 30 MINUTES
RATE OF PAY : 16.67
REQUIREMENT : MUST BE QUALIFIED NORAC RULES. MUST BE ABLE TO QUALIFY ON PHYSICAL CHARACTERISTICS ON ATLANTIC CITY LINE (TERMINAL TO DELALR BRIDGE). MUST PASS ERA TEST AND M/W-4 TEST.
INCUMBENT : NEW POSITION

VAC. NO. 2
POSITION : FOREMAN SYM B-
732
HEADQUARTERS : WINSLOW/HAMMONOTON AREA
TOUR OF DUTY : 7:30 AM TO 4:00 PM
REST DAYS : SATURDAY & SUNDAY
MEAL PERIOD : 30 MINUTES
RATE OF PAY : 16.67
REQUIREMENT : MUST BE QUALIFIED NORAC RULES. MUST BE ABLE TO QUALIFY ON PHYSICAL CHARACTERISTICS ON ATLANTIC CITY LINE ("TERMINAL" TO DELAIR BRIDGE). MUST PASS ERA TEST AND M/W-4 TEST.
INCUMBENT : NEW POSITION

VAC. NO. 3
POSITION : FRA INSPECTION
FOREMAN SYM B-733
HEADQUARTERS WINSLOW/HAMMONOTON AREA
TOUR OF DUTY 7:30 AM TO 4:00 PM
REST DAYS SATURDAY & SUNDAY
MEAL PERIOD 30 MINUTES
RATE OF PAY :16.93
REQUIREMENT MUST BE ABLE TO QUALIFIED ON PHYSICAL CHARACTERISTICS ON ATLANTIC CITY LINE. MAINTENANCE RESPONSIBILITY BETWEEN AND DELAIR BRIDGE. MUST PASS ERA TEST AND M.W.-4
INCUMBENT NEW POSITION

VAC. NO. 4
POSITION : ASST. FRA
INSPECTION FOREMAN SYM B-734
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES
RATE OF PAY :15.83
REQUIREMENT :MUST BE ABLE TO QUALIFIED ON PHYSICAL CHARACTERISTICS ON ATLANTIC CITY LINE. MAINTENANCE RESPONSIBILITY BETWEEN "TERMINAL" AND DELAIR BRIDGE. MUST PASS ERA TEST AND M.W.-4.
INCUMBENT :NEW POSITION

VAC. NO. 5
POSITION: CLASS I OPERATOR SYM B-735
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES
RATE OF PAY :16.35
EQUIPMENT :CRANE
REQUIREMENT :CDL REQUIRED-NORAC RULES QUALIFIED
INCUMBENT :NEW POSITION

VAC. NO. 6
POSITION : VEHICLE
OPERATOR SYM B-736
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES
RATE OF PAY :15.83
EQUIPMENT :BOOM TRUCK
REQUIREMENT :CDL REQUIRED-NORAC RULES QUALIFIED
INCUMBENT :NEW POSITION

VAC. NO. 7
POSITION : WELDER SYMB737
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES
RATE OF PAY :15.81
REQUIREMENT :CDL REQUIRED-NORAC RULES QUALIFIED
INCUMBENT :NEW POSITION

VAC. NO. 8
POSITION : WELDER HELPER
SYM B-738
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES
RATE OF PAY :14.69
REQUIREMENT :CDL REQUIRED-NORAC RULES QUALIFIED
INCUMBENT :NEW POSITION

VAC. NO. 9
POSITION : TRACKMAN/CASUA
L DRIVER SYM B-739
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES

RATE OF PAY 14.30
REQUIREMENT :MUST HAVE A VALID DRIVERS LICENSE
INCUMBENT :NEW POSITION

Track Bulletin No. 22A
May 30, 1995

PAGE 5

VAC. NO. 10
POSITION : TRACKMAN SYM
B740
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES
RATE OF PAY :13.92
INCUMBENT :NEW POSITION

VAC. NO. 11
POSITION : TRACKMAN SYM
B741
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES
RATE OF PAY :13.92
INCUMBENT :NEW POSITION

VAC. NO. 12
POSITION : TRACKMANSYMB-
742
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY
MEAL PERIOD :30 MINUTES
RATE OF PAY :13.92
INCUMBENT :NEW POSITION

VAC. NO. 13
POSITION : TRACKMANSYMB-
743
HEADQUARTERS :WINSLOW/HAMMONOTON AREA
TOUR OF DUTY :7:30 AM TO 4:00 PM
REST DAYS :SATURDAY & SUNDAY

MEAL PERIOD	.30 MINUTES
RATE OF PAY	:13.92
INCUMBENT	.NEW POSITION

NOTE:

1. All (formerly known as C.T. 88's) must show seniority date.
2. Bids will not be accepted over the phone.
3. Please forward a copy of your bid to your Local Chairman.
4. Please notify your TIMEKEEPER of any changes in your address and/or telephone number.
5. In the selection of Qualified Class I Machinery Operators, All candidates will be required to substantiate their proficiency and qualification. Proficiency and qualifications being sufficient, seniority shall govern.

July 5, 1990

APPENDIX N

Mr. Gregory L. Barbati
General Chairman - BMW
91 East Somerset Street
Suite No. 2-3 2nd Floor
Raritan, NJ 08869

Dear Mr. Barbati:

FILE: L-069-BMWE

Please be advised that as a result of the recently ratified Machinist contract, your membership will be offered the opportunity to purchase, through payroll deduction, at the Carrier's group insurance rates, an additional \$5,000 term life and \$5,000 accidental death and dismemberment insurance.

This offering will be made available to your membership at the following group rates:

*(The previously outlined figures are modified in January of each year; the most current figures available were as of 1/1/06.)

Rail Union Life And AD & D Weekly Insurance Rates

Age	\$5,000.	\$25,000.		\$50,000.	
		Non-Smoker	Smoker	Non-Smoker	Smoker
30 or under	\$.11	\$.53	\$.59	\$1.05	\$1.18
30 - 34	\$.14	\$.68	\$.79	\$1.36	\$1.58
35 - 39	\$.16	\$.78	\$.91	\$1.55	\$1.81
40 - 44	\$.19	\$.88	\$1.03	\$1.76	\$2.05
45 - 49	\$.28	\$1.34	\$1.57	\$2.69	\$3.14
50 - 54	\$.47	\$2.26	\$2.68	\$4.53	\$5.35
55 - 59	\$.78	\$3.74	\$4.46	\$7.48	\$8.91
60 - 64	\$.86	\$4.24	\$5.04	\$8.48	\$10.09
65 - 69	\$1.51	\$7.18	\$8.59	\$14.36	\$17.18
70 - 74	\$2.55	\$12.11	\$14.51	\$24.23	\$29.01

An open enrollment period for this benefit will be offered to your membership during the month of July and the effective date of the additional coverage will be August 1, 1990. The rates are subject to annual increases and should a member of your Organization decline the initial enrollment and later decide to request participation, he/she will be required to provide a certificate of insurability.

Should you have any questions concerning this matter, please contact me at your earliest convenience.

Very truly yours,

(original signed by)

William B. Murphy (See MOU 9/19/07 choice of supplemental may be made at any time)

Director – Labor Relations

June 1, 2000

Mr. Gregory J. Barbati
General Chairman, BMWE
49-51 Main Street
Clinton, NJ 08809

File: L-141 BMWE

Dear Mr. Barbati:

This serves to supercede the Letter of Understanding dated January 29, 1996 regarding the necessity to provide overnight lodging for the gang(s) when the Carrier undertakes certain capital projects.

As a result of our discussion, the parties are agreeable to the following special arrangements for overnight accommodations; transportation, travel and meals in the event the Carrier requires overnight stay for any such Rule 24 gang(s):

Rule 24 gang(s) will be advertised at the start of the production season in accordance with the needs of service and rules of the agreement. A notation will be made on the bulletin that the gang may be transferred to any "away-from-home location" without further advertisement.

The General Chairman will be provided at least two weeks notice prior to transfer of the gang with copies of the affected position titles.

Employees will be provided lodging with the assignment of not more than two employees to a room. Lodging will be provided from the night preceding the first work day up to and including the last work day in each work week. Employees who check in prior to 7:00 p.m. preceding the first work day, will be provided a \$10.00 meal allowance. The attached guidelines will govern the conduct of employees who occupy the lodging facility.

It is understood and agreed that an employee subject to the overnight provision may choose to make his/her own hotel/motel accommodations. He/she must notify their Supervisor in writing at least two working days prior to the beginning of the work week of their desire to find their own accommodations. The employee will be reimbursed for their hotel/motel at a rate not to exceed the equivalent of the per employee rate paid by the Carrier at the Carrier's chosen hotel.

Example A: The Carrier's chosen hotel for double occupancy is \$100.00 per night. The per employee rate is equivalent to \$50.00 per night. An employee chooses to make his/her own hotel accommodations at a rate of \$60.00 per night. He/she will be reimbursed at a rate of \$50.00 per night (The cost of the Carrier's per employee rate).

Example B: The Carrier's chosen hotel for double occupancy is \$100.00 per night. The per employee rate is equivalent to \$50.00 per night. An employee chooses to make his/her own hotel accommodations at a rate of \$30.00 per night. He/she will be reimbursed at a rate of \$30.00 per night.

Employees must submit a receipt and complete the necessary expense form in order to be reimbursed for their hotel/motel accommodations. After the expense report is submitted, the employee will be reimbursed within three pay periods from the date submitted.

Employees assigned to these positions will be allowed a travel allowance of:

\$12.50 for each weekend trip from home to the lodging facility including the initial trip in establishing the unit.

\$12.50 each weekend trip from the lodging facility to home, including the final trip after termination from the unit.

The Carrier may arrange for the transportation of employees from a designated location and time for weekend travel to and from the lodging facility.

In lieu of meals, travel and other contractual expenses, each employee regularly assigned to a position in an away from home gang will receive, in addition to their regular earnings, a per diem allowance of \$30.00 a day for each bulletined work day of Monday through Friday; the allowance shall be \$60.00 a day when a bulletined work day falls on Saturday or Sunday. For example: If the gang's bulletin work week is Tuesday through Saturday, the per diem allowance will be as follows:

1st day	Tuesday	\$30
2nd day	Wednesday	30
3rd day	Thursday	30
4th day	Friday	30
5th day	Saturday	<u>60</u>
		\$180

This allowance will be paid for each day the employee performs a full day's service with the gang, or on days when NJ TRANSIT Rail fails to provide a full day's work, or on days when an employee is unable to finish the day's work because of legitimate sickness or on-the-job injury.

Services performed on rest day, the allowance will be \$30.00.

Holidays falling during the course of the work week may, by agreement between the appropriate Chief Engineer and General Chairman, be observed on the first or last working day of the work week.

Employees will be provided transportation between the work location and the lodging facility. Travel time of 45 minutes or less each way will not require any additional compensation.

This agreement will be effective upon date of ratification. Should the above meet with your approval, please indicate your concurrence.

Very truly yours,

I CONCUR:

(original signed by)
William B. Murphy
AGM Labor Relations/Administration

(original signed by)
Gregory J. Barbati
General Chairman, BMWWE

**HEADQUARTERS/MOTELS
HOUSEKEEPING GUIDELINES**

In order to provide its employees with more hospitable accommodations, NJ TRANSIT will be lodging you in motels. NJ TRANSIT will furnish you with a double room, two(2) people to a room for the work week. The following are guidelines that each employee will adhere to and be responsible for:

1. Headquarters/motels will be assigned by gang number.
2. **ROOMS ARE DOUBLE OCCUPANCY ONLY (NO SINGLE ROOMS).**
 - A. Find someone in your gang you want to room with. If this becomes a problem, rooms will be assigned **ALPHABETICALLY**.
 - B. If you choose to make your own living accommodations at no expense to the Carrier, you must notify your Supervisor in writing at least two working days prior to the beginning of the work week.
 - C. If your arrangement for personal accommodation is subsequently changed, and you desire to stay at the lodging facility, you must notify your Supervisor in writing at least two working days prior to the start of a work week.
3. All employees will check in and sign the register at the start of the work week and sign out at end of the work week. The attached guidelines will apply to each employee who stays in the lodging facility.
 - A. You must take all your personal belongings with you when checking out.
 - B. Make sure you turn in your room key.
 - C. If you do not check out, as stated, you will be responsible for payment of room beyond normal work week.
 - D. You will be responsible for all charges to room; i.e., pay T.V., room service, damages or any charges beyond actual room cost.
4. Check-in time for motels will be no earlier than 5:00 p.m. on the day preceding the start of the work week; check-out time will be no later than 10:00 a.m. on the last day of the work week, unless there is scheduled overtime or holidays.
5. See cover letter on Designated Transportation from train stations to headquarters/motels and be governed accordingly.

December 14, 1983

Letter N° 2

Mr. L. Allen
General Chairman BMWWE
Raymond-Commerce Bldg.
Suite 1227-8
1180 Raymond Blvd.
Newark, NJ 07102

Mr. T. Nolan, Jr.
General Chairman SMWIA
385 Yorktown Road
Croton-On-Hudson, NY 10520

Gentlemen:

This letter is to set forth the understanding agreed to by New Jersey Transit Rail Operations, Inc., the Brotherhood of Maintenance of Way Employees and the Sheet Metal Workers International Association with respect to implementing Letter of Understanding No. 2 in the BMWWE Agreement and Letter No. VIII in the SMWIA Agreement and to establish a procedure to be followed when additional plumbers positions are created on NJ Transit territory.

The parties agree that the number of plumbers positions in passenger service at Conrail and serving NJT on December 1, 1982, was 14 SMWIA Water Service Mechanics and 11 BMWWE B&B Plumbers. In the event NJT finds it necessary to establish additional plumbing positions over and above 25, the respective organizations will be notified and the following procedure will apply:

- (A) All such additional positions will be advertised and awarded to employees on the seniority rosters of the SMWIA Water Service mechanics in the B&B Department and the BMWWE B&B plumbers, on a 50/50 proportional basis, alternating between crafts. Such positions will be filled in accordance with the respective agreement rules.
- (B) The first additional position will be bulletined to employees on the BMWWE B&B Plumbers roster.
- (C) An order selection list will be prepared showing the 14 employees in the SMWIA Water Service Mechanics roster and the 11 employees on the BMWWE B&B Plumbers roster. As additions are made, the list will be updated in accordance with Paragraph (A) above.

Mr. L. Allen/Mr. T. Nolan, Jr.
December 14, 1983
Page 2

If the following represents our understanding, please sign your concurrence below.

Sincerely yours,

(original signed by)
Robert R. Howland
Director - Labor Relations

I CONCUR:

(original signed by)
Leonard Allen
General Chairman BMWWE

(original signed by)
Tom Nolan, Jr.
General Chairman SMWIA

August 22, 1984

File: L-141.6 BMW
L-141.2 ARASA (M of W)

Mr. Leonard Allen
General Chairman, BMW
Raymond-Commerce Building
Suite 1227-8
1180 Raymond Boulevard
Newark, NJ 07102

Mr. E.C. Snyder
General Chairman, ARASA
362 Kinderkamack Road
Westwood, NJ 07675

Gentlemen:

This letter is to set forth the understanding agreed to by New Jersey Transit Rail Operations, the Brotherhood of Maintenance of Way Employees, and the American Railway and Airway Supervisors Association with respect to a procedure to be followed in allocating the work of bridge inspection and construction inspection to NJTRO employees who are represented by your respective organizations.

Effective with the signing of this agreement, notwithstanding any past practices and agreements to the contrary, duties associated with routine day-to-day bridge inspection will be performed by Bridge Inspectors on the ARASA (M of W) Roster. Duties associated with construction inspection on bridges, buildings and other structures will be performed by Bridge and Building Inspectors on the BMW employee roster.

Bridge and Building Inspectors on the BMW Roster may be required to perform the duties of a Bridge Inspector on the ARASA (M of W) Roster during temporary vacancies.

The current two positions of Bridge Inspectors headquartered in Paterson, New Jersey, whose incumbents are F. Houghton, employee #5782, and O. Frye, employee #3260, will be transferred to the ARASA Bridge Inspectors Roster effective with the date of this agreement.

This agreement will resolve the cross-representation dispute with respect to bridge Inspection on NJTRO territory.

If this agreement fully explains our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

(original signed by)
Robert R. Howland
Director - Labor Relations

I CONCUR:

(original signed by)
Leonard Allen
General Chairman, BMW

(original signed by)
E.C. Snyder
General Chairman, ARASA

July 6, 1987

RE: Leave of absence for participants in the
Locomotive Engineer Training Program

Dear General Chairman:

Effective July 27, 1987, it is agreed that a leave of absence without impairment of seniority shall be granted upon request to an employee admitted to and participating in the Locomotive Engineer Training Program of New Jersey Transit Rail Operations. Such leave shall expire one week after graduation from the program. Employees shall be permitted to exercise seniority only if they are involuntarily separated from the Program. Employees otherwise leaving the Locomotive Engineer Training Program shall automatically forfeit their seniority.

If the foregoing meets with your approval, please sign on the concurrence line and return.

Sincerely,

(original signed by)
J. S. Baker
Director - Labor Relations

I CONCUR:

(original signed by)
Leonard W. Allen
General Chairman, BMWWE

7-16-87
Date

February 9, 1989

Mr. Leonard Allen
General Chairman
Brotherhood of Maintenance of
Way Employees
Raymond-Commerce Building
Suite 1227-8
1180 Raymond Boulevard
Newark, NJ 07102

Dear Mr. Allen:

This letter is in regards to our continued effort to publish a BMW Roster for calendar year 1989.

In order to address your concerns relating to the advertisement of Class I Maintenance of Way Machinery, the Carrier wishes to further clarify its position.

As previously discussed, for advertisement purposes, Class I Machinery will be specific as to what type of machinery the respective awardee will have primary responsibility. For example. advertisements will appear thusly:

VAC. NO. 353	:	
POSITION	:	CLASS I OPERATOR B-620
HEADQUARTERS	:	PER DIEM GANG #TMD-777
TOUR OF DUTY	:	8:00 A.M. - 4:30 P.M.
REST DAYS	:	SATURDAY & SUNDAY
LUNCH	:	1/2 hour
RATE OF PAY	:	\$13.309
INCUMBENT	:	J. DOE
PRIMARY	:	AMERICAN CRANE
RESPONSIBILITY	:	

All prospective applicants to these positions will be required to substantiate their proficiency and qualifications prior to the selection of the successful candidate

This conditional prerequisite to the Award of Class I Machinery will appear, on the cover letter of the B.M.W.E. Roster, as follows:

L.W. Allen
February 9, 1989
(BMW Roster)
Page 2

In the selection process of qualified Class I Machinery Operators, all candidates will be required to substantiate their proficiency and qualification. Proficiency and qualifications will be determined by an individual's "M-200" card. Qualifications being sufficient, seniority shall govern.

Based on the above, a Roster will immediately be published and distributed throughout the NJTROI operating system.

Sincerely,

(original signed by)
Stephen Klejst
Manager - Labor Relations

I Concur:

(original signed by)
Leonard W. Allen
General Chairman, BMW

SK/ahp

cc: J.M. Savarese
E.S. Thoden
R.F. Hartnett

September 2, 1988

Mr. Leonard Allen
General Chairman
Brotherhood of Maintenance of Way
Employees (BMWE)
1180 Raymond Blvd. Suite 1227-8
Newark, New Jersey 07102

Re: Train Dispatcher's Training Program

Dear Mr. Allen:

It is agreed that a leave of absence without impairment of seniority shall be granted to an employee admitted to and participating in the Train Dispatcher's Training Program conducted by New Jersey Transit Rail Operations. Such leave shall expire one week after graduation from the program. Employees shall be permitted to exercise seniority only if they are involuntarily separated from the Program. Employees otherwise leaving the Train Dispatcher's Training Program shall automatically forfeit their seniority.

If the foregoing meets with your approval, please sign on the concurrence line and return it to me.

Sincerely,

(original signed by)
J.S. Baker
Director-Labor Relations

JSB:ks
Gen 2/14

I Concur

(original signed by)
Leonard Allen
General Chairman, BMWE

9/12/88
Date

February 23, 1990

Mr. Daniel J. Bogen
General Chairman
United Transportation Union (T)
744 Broad Street - Suite 1126
Newark, New Jersey 07102

Mr. Gregory Barbati
General Chairman
Brotherhood of Maintenance of
Way Employees
Raymond - Commerce Building -
Suite 1425
1180 Raymond Boulevard
Newark, New Jersey 07102

Gentlemen:

After discussing with each of you your respective concerns regarding the manning of self-propelled machines on the property, it is mutually agreed by the parties that the following principles shall govern:

The following work situations will accrue to the United Transportation Union:

1. All contractors working along NJ TRANSIT Rail Operations (NJTRO's) right of way. (Conductors)
2. Any crane operating on any NJ Transit mainline.*
3. Sperry Rail Cars. (Conductors)

The following work situations will accrue to the BMW Employees:

4. All self-propelled machinery, moving light, such as Rail Grinders, High-Rail Vehicles, Geometry Car, Clearance Car, Cranes working in system rail or rail or tie gangs, Weed Sprayer and Super Sucker and Boom Trucks. (System rail or tie gang for the purpose herein means a rail or tie gang working on a track taken out of service by bulletin order and if an adjacent track is involved the bulletin order will contain an obstruction order.)
5. All specialized equipment without a drawbar, i.e. Tie Handler, Injector, Anchor Machines, etc. operated and supervised by NJ TRANSIT Maintenance of Way employees.

It is understood that the equipment listed in Items #4 and #5 will not be utilized to move any standard rail car (except idler).

* revised per 9/19/07 MOU.

Mr. Daniel J. Bogen
Mr. Gregory Barbati
Page No . 2

If the above accurately reflects our understanding in this matter, please affix your signature below.

Sincerely,

(original signed by)
Joseph S. Crawford, Jr.
Deputy General Manager - Operations

I CONCUR:

I CONCUR:

(original signed by)
Daniel J. Bogen
General Chairman
United Transportation Union (T)

(original signed by)
Gregory Barbati
General Chairman
Brotherhood of Maintenance of
Way Employees

Copy to: Phil Charles
Chuck Leo

June 19, 1990

Letter N^o. 8

Mr. Gregory L. Barbati
General Chairman
Brotherhood of Maintenance of Way Employees
Raymond-Commerce Building
1180 Raymond Blvd., Suite 1425
Newark, NJ 07102

Dear Mr. Barbati:

FILE: L-141-BMWE

You were informed of on-going discussions between NJ TRANSIT Rail Operations (NJTRO) and NJ TRANSIT Bus (NJTBus), which may materialize into an arrangement whereby NJTRO would be required to perform specified work with its own forces, on behalf of NJTBus, along the right of way of the Newark Subway System.

As we discussed, final approval of this arrangement is contingent upon NJTRO providing assurances to NJT Bus that NJTRO employees and/or their representative organizations will not claim the work under their scope rules in the future.

It is hereby resolved between NJTRO and the BMWE that:

1. NJTRO may utilize its employees represented by the BMWE to perform work on the Newark Subway right of way.
- b. Such work assignments will not be precedent setting and will not be cited by the organization on any future claim that the work falls under the scope of the existing Collective Bargaining Agreement.

If the above meets with your approval, please indicate your concurrence.

Very truly yours,

I CONCUR:

(original signed by)
William B. Murphy
Director-Labor Relations

(original signed by)
Gregory Barbati, General
Chairman,
Brotherhood of Maintenance of
Way Employees

cc: R. Young, P. Charles, P. Sebron, R. Randall

June 26, 1990

Mr. Gregory Barbati
General Chairman, BMWWE
1180 Raymond Blvd.
Suite 1425
Newark, NJ 07102

Dear Mr. Barbati:

This is in regards to the letter of understanding entered into by the parties, on 6/19/90, regarding the assignment of NJT Rail personnel to NJT Bus related projects.

As discussed, while so assigned on the above referenced project, NJT Rail employees will be subject to the same rules, rates of pay, and working conditions per our Collective Bargaining Agreement.

If you have any further questions concerning this matter, do not hesitate to contact me.

Sincerely,

(original signed by)
W. B. Murphy
Director, Labor Relations

wbm/ahd

November 20, 1990

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of Way Employees
Raymond-Commerce Building
1180 Raymond Blvd., Suite 1425
Newark, NJ 07102

Dear Mr. Barbati

FILE:L-141-BMWE

Pursuant to discussions held between you and the Vice President and General Manager, Joseph Crawford regarding the need to recall furloughed track men to perform temporary emergency work on the various lines, the parties are in agreement on the following steps to implement this understanding:

- Each furloughed employee will be asked by the Assignment Clerk to indicate the line on which he wants to be called for such work.
- Employees will be ranked in seniority order based on the preferred line.
- Those employees expressing a preference will be required to submit an up-to-date telephone number where they can be called.
- A preference list will be developed for each line indicating the employee's names in seniority order and telephone numbers.
- In case of an emergency, necessitating calling of additional employees to supplement the regular work force, the affected Line Superintendent will arrange to call employees who have indicated a preference for that line. In the event that the preference list for that line is exhausted, employees on the preference list on the next closest line will be called.
- In calling employees out, each employee will be called two times. If no answer, the next employee will be called on the list in the same fashion until an appropriate number of employees have accepted the calls.
- Any employee who fails to respond to calls on two separate incidents or who declines reporting to work upon being called, will be removed from the preference list.

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of Way Employees
November 20, 1990
Page 2

- Employees who report to duty as called will be paid at the straight time rate for the first eight hours of work with a minimum of three hours. Any additional work within a 24-hour period will be paid for in accordance with the overtime rules.
- The Carrier reserves the right to require physical examinations for any employee who has been in a furlough status in excess of 30 days.
- It is understood that it is the Carrier's option to call furloughed employees out or to utilize current employees for such emergency work.

If the following meets with your approval, please indicate your concurrence.

Very truly yours,

(original signed by)
William B. Murphy
Director, Labor Relations

I CONCUR:

(original signed by)
Gregory J. Barbati
General Chairman

Attachment

William B. Murphy
 Director-Labor Relations
 NJ TRANSIT Rail operations
 1160 Raymond Blvd.
 Newark, NJ 07102

Dear Mr. Murphy

As a furloughed Track Department employee I am requesting that my name be included on a list of employees who will be called to service in seniority order for emergency snow removal.

In the event additional employees are required, please contact me to work at any location on the line I have indicated below. I understand I am entitled to select only one Line.

I also understand that if I elect NOT to sign up for this will not be eligible for sign up at a later time.

	<u>Circle One</u>	<u>Initials</u>	
Pascack Valley Line	YES	NO	_____
Main/Bergen Line	YES	NO	_____
Morris & Essex/Boonton Line	YES	NO	_____
Raritan Valley Line	YES	NO	_____
North Jersey Coast Line	YES	NO	_____
Hoboken Terminal	YES	NO	_____
Atlantic City Line	YES	NO	_____
Employee signature	Emp. No.		Date

PLEASE PRINT THE FOLLOWING INFORMATION:

NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE NUMBER: _____

June 22, 1993

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of
Way Employees
91 East Somerset Street
Suite No. 2-3, 2nd Fl.
Raritan, NJ 08869

Dear Mr. Barbati:

FILE: L-141-BMWE

It is understood and agreed in the event that a Trackman is required to operate a power tool or a machine other than those listed in Classes 1, 2 or 3; the Trackman-Operator rate is to apply, subject to the provisions of Rule 19.

Please indicate your concurrence by affixing your signature below.

Sincerely,

(original signed by)
Phillip B. Charles
Assistant Director
Labor Relations

PBC:smh

I CONCUR:

(original signed by)
Gregory J. Barbati
General Chairman - BMWE

I CONCUR:

(original signed by)
Robert J. Young
Chief Engineer of Track

September 14, 1994

Letter N° 11

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of Way Employees
Suite 2-3, 2nd Floor
91 East Somerset Street
Raritan, NJ 08869

Dear Mr. Barbati:

FILE: L-141-BMWE

The parties recently discussed a NJ Department of Environmental Protection and Energy (DEPE) regulation which requires NJ Transit to have its employees who work with industrial or sanitary wastes to possess required licensing or to perform such duties under the direction of an employee possessing the necessary licenses.

As a result of our discussions, the parties recognize that this requirement can be satisfied if the Environmental Plumbers possess such licensing and are utilized to obtain the necessary permits.

In order to implement the above, the parties agree to the following:

- (1). NJ Transit will assist all Environmental Plumbers who currently do not possess such licenses in obtaining the necessary certification. These Environmental Plumbers who receive such assistance will be required to utilize the appropriate license(s) as required and/or necessary to obtain permits pertinent to DEPE guidelines,
- (2). NJ Transit will assume the costs associated with tuition and books along with the costs of the examination as well as the initial certification. Training sessions will be on the employee's own time,
- (3). All Environmental Plumbers currently without license(s) will be encouraged to pursue training to obtain certification. Environmental Plumbers with a seniority date prior to the date of this agreement will not be disqualified because of his/her inability to obtain certification. All Environmental Plumbers possessing the necessary license(s), now or in the future, will be required to maintain those licenses.

Mr. Gregory J. Barbati
September 14, 1994
Page 2

- (4). NJ Transit will indemnify, defend and save harmless Environmental Plumbers from any and all claims, demands, losses or damages resulting from the normal discharge of his/her duties,
- (5). The following annual licensing allowance will be paid to each eligible Environmental Plumber for the upkeep and use of his/her license(s). These payments will not be duplicated.

<u>License</u>	<u>Allowance</u>
S-1, N-1	\$50.00
S-2, N-2	\$75.00
S-3, N-3 - N-4	\$100.00

This allowance will be paid on or about July 1, 1995, and each year thereafter.

If the foregoing meets with your approval, please indicate your concurrence by affixing your signature below:

Very truly yours,

(original signed by)
William B. Murphy
Director-Labor Relations

I CONCUR:
(original signed by)
Gregory J. Barbati
General Chairman

9/14/94
(date)

December 2, 1994

Mr. G.J. Barbati
General Channan, BMWWE
Suite 2-3, 2nd Floor
91 East Somerset St.
Raritan, NJ. 08869

File: L-141, BMWWE

Dear Mr. Barbati:

This references your concerns regarding the classified position of the F.R.A. Track Inspection Foreman.

As discussed, the Force Inventory, as it currently pertains to I&R Track Foreman will be modified to read F.R.A. Track Inspection Foreman. Also, all F.R.A. Track Inspection Foreman positions which are to be advertised in the future will be done so in a like manner.

I hope this satisfies your concerns.

If I can be of further assistance, do not hesitate to contact me.

Sincerely,

(original signed by)
Phillip B. Charles
Assistant Director, Labor Relations

cc: T. Pancavage
R. Bernaski
T. Crowell
J. Flannery
T. Gallo
J. Kristinsson
R. Young

July 18, 1983

Letter N° 13

Richard L. King
International Representative
Sheet Metal Workers International Association
5111 South Eighth Road
Arlington, VA 22204

Robert L. Bobby
General Chairman
Brotherhood of Maintenance
of Way Employees
12050 Woodward
Detroit, MI 48203

Gentlemen:

This letter is to set forth our understanding concerning an order of selection for positions performing work currently done by B&B plumbers and water service mechanics when NJT Rail assumes Conrail's New Jersey passenger rail operations on January 1, 1983.

Water service mechanics, represented by the Sheet Metal Workers International Association, and plumbers, represented by the Brotherhood of Maintenance of Way in the Building and Bridge Department, perform similar plumbing work for the Consolidated Rail Corporation rail service.

Following NJT Rail's assumption of Conrail's New Jersey passenger rail operations, NJT Rail will post positions, to be called water service mechanics/plumbers, which will require employees to perform plumbing duties historically within the work scope of both water service mechanics and B&B plumbers. These positions will be awarded from time to time to persons on the seniority roster of the water service mechanics or the B&B plumbers in a proportion equal to the number of positions in the water service mechanic class and B&B plumber class at Conrail and serving New Jersey Transit on December 1, 1982.

NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

(original signed by)
Patricia Sebron
Assistant Vice President
Human Resources

CONCURRENCE:
(original signed by)
Roger L. Bobby
General Chairman - BMW

February 1, 1988

Letter N°. 14

Mr. Leonard Allen,
General Chairman
Brotherhood of Maintenance of Way Employees
Raymond Commerce Building, Suite 1227-8
1180 Raymond Boulevard
Newark, NJ 07102

Dear Mr. Allen:

FILE: L-201-BMWE

Please be advised that as a result of our ongoing meetings and discussions concerning the reclassification of certain positions and rates of pay in the B&B and Track Departments, it is agreed that the following changes shall be made effective February 3, 1988.

<u>B&B Department</u>	<u>Rates of Pay</u>
B&B Mechanic/Vehicle Operator	\$12.60
Plumber/Welder	12.75
Assistant Foreman	12.94
Foreman	13.50
Plumber/Structural Welder Foreman	13.75

<u>Track Department</u>	
*Production Foreman	\$13.373
FRA Inspection Foreman	13.252
Track Foreman	13.052
**Welder Foreman	12.844
Vehicle Operator	12.392
Assistant Foreman	12.392

*Rate only to be used for position advertised for a gang whose total advertised work force equals forty (40) or greater in number (specifically system rail gang).

** Rate only to be used for position advertised for a system welding gang whose total advertised work force equals five (5) or greater.

Very truly yours,
(original signed by)
William B. Murphy
Manager-Labor Relations

I CONCUR:
(original signed by)
L. Allen, General Chairman
BMWE

October 25, 1990

Letter No. 15

Mr. Gregory Barbati
General Chairman, BMWWE
1180 Raymond Boulevard
Suite 1425
Newark, NJ 07102

Subject: B&B Plumbers Rate of Pay
File: BMWWE L-141

Dear Mr. Barbati:

This letter is to set forth an understanding between NJ Transit Rail Operations, Inc. and the Brotherhood of Maintenance of way Employees.

It is agreed upon by the involved parties that the contracted hourly pay rate for the classified positions(s) of BMWWE represented B&B Plumbers and Environmental plumbers will be equalized with the present pay rate of SMWIA Plumbers. The hourly rate of pay for B&B Plumbers and Environmental Plumbers will be \$ 14.967.

It is understood that all other provisions of the current agreement will remain intact. This agreement will take effect retroactive to August 15, 1990.

If the above fully explains our understanding with respect to upgrading the Plumbers' hourly rates, please indicate your concurrence by affixing your signature in the spaces provided below.

Very truly yours,

(original signed by)
W. B. Murphy
Director-Labor Relations

I Concur:

(original signed by)
Gregory Barbati
General Chairman, BMWWE

10/25/90
(Date)

September 19, 2000

Mr. Gregory J. Barbati
General Chairman, BMWWE
49-51 Main Street
Clinton, NJ 08809

FILE: L-148
SUB : Rule 4, Exercise of Seniority

Dear Mr. Barbati:

This has reference to our recent discussions concerning the application of Rule 4(d) of the Schedule Agreement as modified by the Memorandum of Understanding dated September 14, 1994 which reads in pertinent part as follows:

“An employee entitled to exercise seniority must exercise seniority within five (5) working days after the date affected.”

As mutually agreed upon, the five (5) working days refers to the working days that the Assignment Office is open for business and available to the craft employees seeking assistance when exercising seniority. It remains understood, that should an employee wish to make an exercise of seniority on a day the Assignment Office is not open, field displacements may then be made.

If the above properly reflects our understanding, please sign, date this letter in the space provided below; returning a copy for our files.

Sincerely,

I Concur:

(original signed by)
Phillip B. Charles
Director, Labor Relations

(original signed by)
Gregory J. Barbati,
General Chairman, BMWWE

Date: 9/20/00

cc: F. Vacca
J. Kimble
J. Leigh

October 6, 2000

Mr. Gregory J. Barbati
General Chairman, BMWWE
49-51 Main Street
Clinton, NJ 08809

File -141 BMWWE FRA Foreman

Dear Mr. Barbati:

This refers to Letter of Understanding dated April 25, 2000 which established the positions of Vehicle Operator Class I to operate the recently acquired Geometry Car. Due to the introduction of this Track Inspection Vehicle which is intended to enhance NJTRO's ability to meet its track inspection requirements, the number of Track Inspectors who are currently utilized for such purpose will be reduced.

It is agreeable that current incumbents of FRA Track Inspectors positions, as outlined in the attachment, who are adversely affected due to reduction in the number of track inspector positions shall, retain the rate of pay of an FRA Foreman subject to the following guidelines.

- If an employee's position is abolished he must exercise his seniority to the highest rated position in which he is qualified to hold;
- If he is unsuccessful in securing a position at the Foreman's rate or above, he must continuously bid positions advertised on the weekly bulletin that are equivalent to or higher than the Foreman's rate of pay;
- If an employee voluntarily leaves a higher rated position, he will forfeit the FRA Foreman rate; and
- All affected employees must keep current the qualifications required of a Foreman.
- This agreement will remain in effect for a period of three years from the date signed, at which time the employees will receive the rate of the position occupied.

Page 2
Mr. Gregory J. Barbati
October 6, 2000
File: L-141 BMW ERA Foreman

If the accurately reflects our understanding, please indicate your concurrence below.

Sincerely,

(original signed by)
Phillip B. Charles
Director, Labor Relations

I Concur:

(original signed by)
Gregory J. Barbati
General Chairman, BMW

INCUMBENT FRA FORMEN

<u>SYMBOL #</u>	<u>INCUMBENT</u>	<u>EMP#</u>	<u>FOREMAN SEN.</u>	<u>HEADQUARTERS</u>
B-428	Quijano, V. M.	18320	09-09-76	Woodbridge, NJ
B-714	Smith, W. J.	56020	05-03-76	Dover
B-335	Pryor, R. G.	70430	05-08-79	Raritan - Boyd Twr.
B-716	Belmonte, D. A.	93200	01-19-83	Netcong, NJ
B-506	Agurs, T. R.	70500	09-23-86	Netcong
B-306	Dull, J. C.	91500	11-10-83	Red Bank, NJ
B-316	Murphy, T. J.	91510	05-04-84	Red Bank, NJ
B-365	Erhard, W. J.	91590	09-10-84	Netcong
B-475	Formato, J. L.	18470	09-09-85	Hoboken, NJ
B-570	Defeo, G. M.	92590	11-17-86	Hoboken, NJ
B-375	Dooley, D. P.	40570	10-31-88	Gladstone, NJ
B-397	Gaetan, Jr., J.	22190	05-08-89	Netcong
B-505	Blaszczyk, S.	23570	04-04-94	Newark Broad St.
B-733	Duffy, J. E.	23690	12-05-94	Hammonton/Winslow
B-503	Torres, W.	64350	11-6-95	Hoboken

September 13, 1995

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
91 East Somerset Street
Suite No. 2-3, 2nd Fl.
Raritan, NJ 08869

Dear Mr. Barbati:

File: L-010

As you were advised, it will be necessary for NJ TRANSIT Rail Operations (NJTRO) on or after October 1, 1995, to arrange for its forces to operate Beech Thoroughfare Bridge 57.63 as part of its assuming of operating and maintenance responsibility for the Atlantic City Rail Line (ACRL).

In this regard, the parties discussed alternatives to provide for the selection, training and retention of employees to operate the Bridge.

The parties have agreed to the following:

- Positions of Bridge Operator/Trackman may be established as required by the service.
- Such positions will be initially advertised with the B & B bulletin effective on September 11, 1995.
- Selection of employees will be made in accordance with the Collective Bargaining Agreement, except that preference will be given to qualified Senior Bridge Operators.
- Those awarded such positions will acquire date of award seniority on both the Bridge Operators and Trackman seniority rosters, if lacking seniority rights in either or both class or prior to date of award.
- The rate of pay shall be the Bridge Operators' rate of pay.

Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of Way Employees
September 13, 1995
Page 2

- Positions that go no bid will be offered to recently hired Atlantic City gang trackmen in seniority order.

Except as provided for in this Letter of Understanding, all other rules of the Collective Bargaining Agreement will apply.

This agreement may be canceled by either party with 30 days' written notice to the other party accurately reflects our understanding. please indicate your concurrence in the space

Sincerely

I CONCUR:

(original signed by)
Phillip B. Charles
Assistant Director
Labor Relations

(original signed by)
Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees

January 29, 1996

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
91 E.Somerset Street
Suite No. 2-3, 2nd Fl.
Raritan, NJ 08869

Dear Mr. Barbati:

FILE L-141 BMW

As you are aware, Carrier has recently been enforcing the requirement that employee must possess prequalification on Physical Characteristics and Book of Rules before being assigned to designated positions where such qualifications are deemed necessary. Carrier's right to require qualifications for position in accordance with Rule 3 Section 1 and 2, has been upheld by SBA #956, Award #44, and #45 and further clarified by SBA #956, Award #101.

Regarding prequalifications on Physical Characteristics, the parties are in agreement that it is impractical to apply this requirement in every case, therefore, the following modifications are agreed to:

- The senior qualified employee who wishes to acquire a position by bid or displacement will be approved for the position should he possess all the necessary qualifications except Physical Characteristics of the assigned territory.
- Employees will be granted up to seven (7) calendar days on the assignment to obtain the necessary qualifications.
- Employees will be given full cooperation by the Carrier in their effort to qualify and will, upon request, be provided with training manuals and other pertinent field documentation such as Time Tables, Book of Rules, Physical Characteristics Charts, MW4 Manuals, etc.
- If an employee who receives the position by award fails to qualify, the Carrier may fill the position with the next senior qualified employee who made application without the need for readvertising.

Gregory Barbati
FILE: L-141 BMW
Page 2

If an employee secures the position through a displacement, the displacement will not be effective until the employee qualifies. If the employee fails to qualify, the former incumbent remains on the position and the senior employee exercises seniority to a position he is fully qualified.

If the above adequately reflects our discussions, please affix your signature below.

Very truly yours,

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

I CONCUR:

(original signed by)
Gregory J. Barbati
General Chairman, BMW

October 15, 1996

Mr. Gregory I. Barbati
General Chairman - BMW
91 East Somerset Street
Suite No. 2-3, Second floor
Raritan, NJ 08869

Dear Mr. Barbati:

File: L-141-BMW

This refers to Letter of Agreement between the parties dated January 29, 1996 and, more specifically, to referenced language on Qualifications on Physical Characteristics.

As discussed the parties are in agreement to modify the following excerpted paragraph of the Agreement:

“Employees will be granted up to seven (7) calendar days on the assignment to obtain the necessary qualifications.”

The modified language will now read as follows:

“Employees will be granted up to seven (7) working days on the assignment to obtain the necessary qualifications. It is the intent of the parties that the seven (7) working days shall be the initial seven working days of assignment to the position. However, the appropriate Chief Engineer and the General Chairman, or their designees may agree in writing on a different set of days on a case by case basis.”

With the exception of the above, all other provisions of the January 29, 1996 Letter of Agreement remain unchanged.

Should the above accurately reflect our discussion and agreement, please so indicate with your signature.

Very yours,

I concur:

(original signed by)
Phillip B. Charles
Director Labor Relations

(original signed by)
Gregory I. Barbati
General Chairman - BMW

PCB:ejb

cc: W. Murphy
F. Vacca

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW JERSEY TRANSIT RAIL OPERATIONS, INC.
AND
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
MAY 27, 1987**

1. Wages:

Effective July 1, 1986, all current wage rates will be increased by three percent (3 %).

Effective July 1, 1987, all wage rates shall be increased by three percent (3%).

Effective July 1, 1988, all wage rates shall be increased by three percent (3%).

NJ TRANSIT Rail Operations, Inc. agrees to make a special payment to each employee on the property at the time of ratification or who retired between July 1, 1985, and the date of the ratification of \$150.00 for each full month of continuous service between July 1, 1985, and date of ratification, with a maximum payment of \$1,000.00 per employee. The special payment shall be made by separate check and shall be issued to eligible employees as expeditiously as possible.

2. Health and Welfare Plan:

NJ TRANSIT Rail Operations proposes a cost containment Health and Welfare Plan, which will contain the following features:

- a. Hospital room and board paid at 100% if Pre-Certified. For days not Pre-Certified, plan pays 50%.
- b. There will be Continued Stay Review on all hospital confinements.
- c. Case Management Review will be performed on all long-term hospital stays.
- d. Out-patient surgery will be paid at 100%.
- e. There will be Mandatory Second Surgical Opinion for elective surgeries. Benefits will be paid at 50% if a second opinion is not received.
- f. Hospital charges for non-emergency weekend admissions will not be paid.
- g. Alcohol and Substance Abuse charges will be paid as presently covered under the National Plan (same as GA23000).

3. Holiday:

Effective 1988, add Martin Luther King's Birthday.

4. Probationary Period (Rule 2 - Section 1):

Change current sixty (60) days to ninety (90) calendar days.

5. Moratorium:

There shall be a Moratorium on the serving of Section 6 Notices until April 1, 1989, any changes not to become effective before July 1, 1989.

Other than the specified changes cited above, all other aspects of the Agreement shall remain in full force.

This Agreement is subject to ratification by the Board of NJ TRANSIT Rail Operations, Inc. and the Union.

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

NJ TRANSIT RAIL OPERATIONS

(original signed by)
Leonard Allen,
General Chairman
- Human Resource

(original signed by)
Patricia Sebron
Assistant Vice President

(original signed by)
D.C. Agrawal
Assistant to the Vice President & General Manager

(original signed by)
J.S. Baker
Director - Labor Relations

May 27, 1987

RE: Health and Welfare
Program/Cost Containment

Mr. Leonard Allen, General Chairman
Brotherhood of Maintenance
of Way Employees
Raymond Commerce Building
1180 Raymond boulevard, Suite 1227-8
Newark, NJ 07102

Dear Mr. Allen:

Pursuant to our discussion held during the recent negotiations, NJ TRANSIT Rail Operations proposed the following Health and Welfare Program and Cost Containment measures:

- (a) The following procedures:
 - Hospital Charges
 - Emergency Accidents
 - Doctor's Visits
 - X-Ray and Lab
 - In-Patient Surgery

and the procedures set forth in Exhibit "A." This schedule lists only a few procedures. A more complete surgical schedule is shown in the policy and shall be paid at 80% after the deductible under the major medical portion of the plan.

- (b) Annual deductible will be \$100/individual, \$300/family.
- (c) Annual out-of-pocket costs will be \$1,000/individual and \$3,000/family.
- (d) Health Maintenance Organizations (HMO's) will be offered to employees with the company paying the cost of the indemnified plan and the employee paying the balance through payroll deductions.

Leonard Allen, General Chairman
May 27, 1987
Page 2

- (e) Prescription drug card to be provided to each employee with \$4.50 copay. Copay of \$2.50 for mail order prescriptions.

In the event no Agreement is reached by all the parties on the Health and Welfare proposal as set forth herein, NJ TRANSIT Rail Operations reserves the right to withdraw its proposal including the improvements contained therein.

If the above correctly reflects our understanding, please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

(original signed by)
Patricia Sebron
Assistant Vice President
- Human Resources

I CONCUR:

(original signed by)
Leonard Allen,
General Chairman

SURGICAL SCHEDULE

Exhibit A

This Schedule lists only a few procedures. A more complete Surgical Schedule is shown in the policy.

Surgical Procedure	Maximum Payment	20% Paid by Employee
Appendectomy, with or without incision and drainage of appendiceal abscess.....	\$ 550.00	\$110.00
Blood transfusion		
Administration of transfusion.....	30.00	6.00
Exchange transfusion.....	75.00	15.00
Clavicle fracture (closed reduction).....	150.00	30.00
Elbow dislocation (closed reduction).....	200.00	40.00
Extraction of lens for cataract.....	1,000.00	200.00
Fenestration operation for otosclerosis.....	1,500.00	300.00
Herniotomy, inguinal or femoral		
Single.....	550.00	110.00
Bilateral.....	750.00	150.00
Hysterectomy (with or without dilation and curettage), complete (pan-hysterectomy), with or without adnexa.....	900.00	180.00
Nephrectomy or heminephrectomy.....	1,125.00	225.00
Obstetrical procedures		
Delivery of child or children.....	375.00	75.00
Caesarian section		
Delivery of child or children.....	750.00	150.00
Delivery of children and hysterectomy.....	900.00	180.00
Abdominal operation for extra-uterine or Ectopic pregnancy.....	625.00	125.00
Miscarriage		
With dilation and curettage.....		200.00
40.00		
Without dilation and curettage.....	125.00	25.00
Pilonidal cyst, excision of.....	450.00	90.00
Sebaceous cyst, excision of.....	75.00	15.00
Shoulder dislocation (closed reduction).....	175.00	35.00
Tonsillectomy with or without adenoidectomy.....	200.00	40.00
Tumor (benign superficial), excision from face, neck, genitalia, hands or feet		
One.....	100.00	20.00
Each additional.....	50.00	10.00

**SCHEDULE OF LABORATORY
AND X-RAY EXAMINATIONS**

	Maximum Amount	20% Paid by Employee
LABORATORY EXAMINATIONS		
Bacterial test; Smear (sputum, feces, etc.)	4.00	\$.80
Basal metabolism test	0.00	2.00
Blood count; hemoglobin, red cells, white cells		
or differential.....	2.00	.40
All four counts.....	6.50	1.30
Electrocardiogram or ballistocardiogram, with interpretation and report.....	20.00	4.00
Malignancy test: Papanicolaou smear		
Initial.....	6.50	1.30
Each additional.....	3.50	.70
Spinal fluid: Cell count and protein.....	6.50	1.30
Sugar determination, blood.....	6.50	1.30
Sugar tolerance (2 or more blood and urine determinations).....	16.50	3.30
X-RAY EXAMINATIONS		
Abdomen (intestines, colon, rectum, kidney, etc).....	20.00	4.00
Chest (heart, lungs, ribs, etc.).....	20.00	4.00
Colon, barium enema.....	33.50	6.70
Extremities		
Fingers, one or more of one hand.....	6.50	1.35
Arm, all or any portion between shoulder and fingers.....	13.50	2.70
Shoulder, with or without humerus.....	16.50	3.30
Toes, one or more of one foot.....	6.50	1.30
Leg, all or any portion between hips and toes.....	13.50	2.70
Hip, with or without femur.....	16.50	3.30
Gallbladder, dye method.....	26.50	5.30
Gastro-intestinal series, complete:		
Barium meal.....	40.00	8.00
Barium meal with gallbladder, dye method.....	53.00	10.70
Barium meal an enema, with gallbladder, dye method.....	66.50	13.30
Head (skull or sinuses excluding nasal bones).....	20.00	4.00
Kidney, intravenous pyelogram.....	26.50	5.30
Pelvis.....	20.00	4.00

For procedures not listed in the Schedule, Connecticut General will determine an amount of payment consistent with the amounts listed. Such determination will take into account the nature and complexity of the examination involved.

SCHEDULE OF RADIOTHERAPY

20%

X-RAY AND RADIOACTIVE THERAPY	Maximum Amount	Paid by Employee
Malignant conditions:		
Face, lip or skin per treatment.....	\$ 8.00	\$ 1.60
Other than face, lip or skin, including leukemia and malignant lymphomas, per treatment.....	10.50	2.10
Non-malignant conditions, deep or superficial:		
Benign tumors, one or more		
Bursitis		
Cysts, one or more		
Furuncle or carbuncle, one or more		
herpes Zoster		
paronychia		
Tinea capitis		
per treatment.....	5.50	1.10
Oral administration, parenteral or intracavity injection of radioactive isotopes for malignant or non-malignant conditions:		
Initial treatment.....	66.50	13.30
Each additional treatment.....	33.50	6.70
Surface or topical application of radioactive isotopes, radium or radon for malignant or non-malignant conditions, per treatment.....		
		5.50
1.10		

No payment will be made for treatments not listed in the above Schedule.

May 27, 1986

Mr. Leonard Allen
General Chairman
Brotherhood of Maintenance of Way Employees
Raymond Commerce Building
1180 Raymond Boulevard, Suite 1227-8
Newark, NJ 07102

Dear Mr. Allen:

In the event NJ Transit Rail Operations executes an agreement with any of the other Unions representing its employees that contains any improvements that are greater than those set forth in the Memorandum of Agreement between the Brotherhood of Maintenance of Way Employees and NJ TRANSIT Rail Operations, dated May 28, 1986, it is agreed that such improvements will be incorporated into the Brotherhood of Maintenance of Way Employees' Agreement with the Company.

Very truly yours,

(original signed by)
Patricia Sebron
Assistant Vice President
Human Resources

PS:ky

May 27, 1987

Mr. Leonard Allen
General Chairman
Brotherhood of Maintenance of Way Employees
1180 Raymond Blvd. - Suite 1227-8
Raymond Commerce Bldg.
Newark, NJ. 07102

Dear Mr. Allen:

This will confirm our understanding that the words "each full month of continuous service" as found in Section 1 of the Memorandum of Understanding between NJ TRANSIT Rail Operations and the Brotherhood of Maintenance of Way Employees dated May 27, 1987, shall be construed to mean a month's creditable service as that term is defined by the railroad retirement.

Very truly yours,

(original signed by)
Patricia Sebron
Assistant Vice President
Human Resources

PS:smh

I CONCUR:

(original signed by)
Leonard Allen, General Chairman
Brotherhood of Maintenance of
Way Employees

May 27, 1987

Mr. Leonard Allen
General Chairman
Brotherhood of Maintenance of
Way Employees
Raymond-Commerce Bldg.
Suite 1227-8
1180 Raymond Blvd.
Newark, NJ 07102

Dear Mr. Allen:

This letter will serve to confirm our recent discussion concerning rates of pay for Track and B&B Foremen, Assistant Foremen, and the establishment of a new rate of pay for employees in the B&B Department who are required, as a part of their duties, to operate motor vehicles. As we discussed, the parties agree to review and further discuss the above issues.

Very truly yours,

(original signed by)
Patricia Sebron
Assistant Vice President
Human Resources

PS:smh

MEMORANDUM OF UNDERSTANDING
BETWEEN
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
REPRESENTING
TRACK, STRUCTURES, AND WORK EQUIPMENT DEPARTMENT
EMPLOYEES AND
NJ TRANSIT RAIL OPERATIONS, INC. (NJTRO)

May 8, 1990

The parties hereby agree to the following agreement on a new labor ("Agreement") for the period July 1, 1989 through June 30, 1992.

This Memorandum of Understanding ("M of U") is the subject to the ratification by the membership of the BMWE and final approval by the NJ TRANSIT Rail Operations (NJTRO) Board of Directors.

This agreement amends the agreement between the BMWE and NJTRO which expires June 30, 1989. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged in accordance with the provisions herein, the rule changes set forth in this M of U shall be effective as of July 1, 1989, except where otherwise indicated.

1. Wages

Effective July 1, 1989 all current wage rates shall be increased by five percent (5%).

Effective July 1, 1990 all current wage rates shall be increased by five percent (5%).

Effective July 1, 1991 all current wage rates shall be increased by five percent (5%).

2. New Rule - Pension:

(a) Effective July 1, 1989, there shall be established a Section 401(a), Money Purchase Plan (a summary of which is appended hereto as Attachment 1). In addition, the parties agree that as soon as administratively possible, a Section 457, Employee Savings Plan, will be implemented. In the event of any inconsistencies between the attached summary and the plan documents the plan documents shall govern.

(b) There will be created a Pension Advisory Committee. The purpose of the Pension Advisory Committee is to provide nonbinding advice to the NJTRO Board regarding the Section 401(a) and Section 457 Plans established pursuant to this Agreement.

3. Non-discrimination

Amend Rule 4-1(a) to read as follows:

(a) The Parties to this Agreement recognize their respective obligations under Title VII of the Civil Rights Act of 1964 and pledge to comply with all Federal and State laws dealing with non-discrimination. More specifically, all personnel actions and conditions of employment and representation including, but not limited to, hire, compensation, promotions, transfers, training discipline, return from furlough, and terminations will be without regard to race, color, religion, sex, age, national origin, veteran or handicapped status.

Sexual harassment is considered a form of sex discrimination. No employee shall be subject to unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a nature by the company supervisors, the union or co-workers when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Racial, religious or ethnic slurs and other verbal or physical conduct relating to an individual's race, religion or national origin under the conditions described in (1) thru (3) above also constitute forms of prohibited

discrimination.

The parties agree to ensure the prompt investigation and fair resolution of any and all complaints of discrimination; and to protect against adverse treatment of any person who has made a complaint of discrimination.

4. Eye Care

Amendment to Rule 39 paragraph (b) 3 as follows:

- (a) Each eligible employee and dependent may receive one (1) payment for glasses and one (1) payment for eye examinations every two years. A proper affidavit and submission of receipts are required of the employee in order to receipt payments.

5. Amend Rule 13 to read as follows:

- (b) When any of the above holidays falls on a Saturday or Sunday, the day observed by the state shall be considered the holiday.

6. Rule 24(A) is modified to include the following Bridge and Building gangs:

- 13. Bridge and Building gangs for construction, reconstruction, or rehabilitation of Bridges and station Facilities.

7. Appendix A is modified to provide for an equalized rate of \$ 12.797 for all Bridge Operators positions effective July 1, 1989. The current incumbents with rates of pay in excess of the equalized rate will be red circled. Those with rates of pays less than the equalized rate will be brought up to the new rate. It is understood that retroactive payments will not result from this action.

8. Seniority Retention

Section A

Any employee who was promoted to an official, supervisory or excepted position from the craft or class represented by the BMW E on or before the date of ratification may elect to accumulate seniority within the craft or class represented by the BMW E. Such an employee who elects to accumulate seniority shall have ninety (90) days from the effective date of this Agreement to pay a fee no greater than the current quarter's membership dues to the applicable local lodge.

Thereafter, he shall accumulate seniority so long as he pays a fee no greater than the current membership dues to his local lodge. In the event an employee does not pay the required fees, the duly authorized representative of the BMW E shall so notify the designated Carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the BMW E shall be provided. If such promoted employee is not reinstated he shall

retain but cease to accumulate seniority in the craft or class represented by the
BMW.

Section B

An employee who is promoted to an official, supervisory or excepted position from the craft or class represented by the BMWE subsequent to the date of ratification, may elect to retain and accumulate seniority within the craft or class represented by the BMWE so long as he pays a fee no greater than the current membership dues to the applicable local lodge. In the event such an employee fails to pay such fee, the duly authorized representative of the BMWE shall so notify the designated Carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the BMWE shall be provided. If such promoted employee is not reinstated, his seniority in the craft or class represented by the BMWE shall be terminated and his name shall be removed from the appropriate seniority roster.

9. Moratorium

Extend through April 1, 1992, changes not to be effective before July 1, 1992.

This Memorandum of Understanding constitutes the elements of the Collective Bargaining Agreement reached between the undersigned on May 8, 1990.

FOR THE ORGANIZATION:

FOR THE COMPANY:

By:

(original signed by)

William LaRue
Vice President
BMWE

(original signed

by)
Patricia Sebron
Assistant Vice President
Human Resources
NJ TRANSIT Rail Operations

**PROPOSED MONEY PURCHASE PENSION PLAN
FOR NJ TRANSIT RAIL EMPLOYEES**

The following is a summary of the principle features to be incorporated in the proposed money purchase pension plan (Plan) for all NJ TRANSIT Rail Operations (NJTRO) employees in the employment of NJTRO or hired after the effective date of the Plan.

The provisions of this plan can be modified in the development of the actual plan document if they are not inconsistent with the principle features summarized below. NJTRO may adopt amendments which may be necessary or appropriate to qualify or maintain the status of the Plan under Section 401(a) of the Code or any other applicable section of law (including ERISA) and the Regulations issued thereunder as now in effect or hereafter amended or adopted.

Item 1 - Qualifications

The Plan will be a funded, defined contribution money purchase pension plan covered by Section 401(a) of the Internal Revenue Code as applicable to governmental plans. All contributions made by the employer, as well as any earnings thereon and proceeds thereof, will be held in a separate trust that is exempt from taxation under Section 501(a) of the IRS code.

Item 2 - Eligibility

All full-time permanent employees will be covered under the Plan. The Plan will have an effective date of July 1, 1989 or when the agreement employer covered by this Plan ratify the new collective bargaining agreement of which this Plan is a part of, whichever is later.

Eligible employees will commence participation immediately after they become permanent full-time employees of NJTRO. All eligible employees will be required to participate in the Plan as a condition of their employment.

Item 3 - Contributions

NJTRO will contribute an amount equal to three percent of an employee's compensation into a participant's account. For this purpose, compensation means all W-2 earnings, including all overtime and other payments, as well as deferred compensation, but will not include taxable group life insurance premiums and other taxable benefits. NJTRO contributions will be forwarded on a monthly basis to the trustee for investment.

Item 4 - Investments

The trust funds under the Plan will be invested by the Trustee in approved funds selected by the NJTRO Board. Each participant will direct how the contributions to his or her individual

account are to be invested and will have an opportunity, on a yearly basis, to shift the balance in his or her accounts between the different investment options.

ITEM 5- Vesting

NJTRO contributions on behalf of participant will vest upon the participant's completion of three years of service as a full-time employee from the effective date of this plan, death while in covered employment with NJTRO, or on retirement from NJTRO service under the provisions of the Railroad Retirement Act, as amended. A participant whose employment terminates before vesting will forfeit the entire amount in his or her accounts derived from NJTRO contributions, which monies will be available to NJTRO to reduce future NJTRO contributions or other uses.

ITEM 6- Distributions

The normal retirement age under the Plan will be age 62 or at retirement age under the Railroad Retirement system. The Plan will provide an early retirement option for participants who reach age 55 and complete three years of effective service under the plan. The normal form of benefits payable to a participant will be a life annuity with no survivorship benefit for a participant who is not married; for married participants, the normal form of benefits will be a joint and a 50% survivor annuity with his or her spouse as joint annuitants, unless the participant with the consent of the spouse, elects another permissible form of an alternate benefit under the Plan (such as lump-sum distributions or a joint and two-thirds survivor annuity).

Upon termination from service with NJTRO, the vested participant prior to his or her normal or early retirement date will have the option to withdraw his or her entire account balance or have the balance of his or her account held until such time as the participant would otherwise be entitled to retire. For purpose of the Plan, termination shall not occur until all administrative remedies with respect to the termination have been fully exhausted.

No withdrawals or loans from the participant's account will be permissible while the participant continues in employment or deemed employment with the NJTRO.

Item 7- Plan Administration

The Plan will be administered by NJTRO. NJTRO Board will select a trustee under the Plan, an investment manager with whom the contributions are to be invested, and administrator manager of the Plan if different from the trustee.

Account performance fees related to investment of an individual account as charged by the investment manager will be charged directly to the account of the participant involved. Regular administrative fees, such as those for legal counsel, and accounting and auditing services will be born by NJTRO.

May 8, 1990

Greg Barbati
General Chairman
Brotherhood of Maintenance of Way
Employees
1180 Raymond Boulevard
Suite 1425
Newark, New Jersey 07102

Dear Mr. Barbati:

As discussed during our Section VI meetings, the parties will meet within (90) days of ratification of the agreement, to discuss a training agreement for Machine Operators, Work Equipment Repairmen, Track Foremen, Asst. Foremen, and Track Inspectors.

Among the areas to be discussed are qualifications for these positions and training on book of rules, timetables, MW-4, and physical characteristics where required.

It is agreed that the Carrier's proposal on this training program will form the basis for discussion

**FOR NEW JERSEY TRANSIT RAIL
OPERATIONS, INC.**

(original signed by)
William B. Murphy
Director - Labor Relations

**FOR THE BROTHERHOOD MAINTENANCE
OF WAY EMPLOYEES**

(original signed by)
Greg Barbati
General Chairman

May 8, 1990

Greg Barbati
General Chairman
Brotherhood of Maintenance of Way
Employees
1180 Raymond Boulevard
Suite 1425
Newark, New Jersey 07102

Dear Mr. Barbati:

During our Section VI discussions, the Organization proposed a modification to existing procedures whereby, notification is provided when contracting out work is planned.

As agreed, in addition to the customary notice requirements as outlined in the scope rule, NJTRO will notify the Organization of projects which are expected to commence in one year but are postponed to a subsequent year.

FOR NEW JERSEY TRANSIT RAIL
OPERATIONS, INC.

(original signed by)
William B. Murphy
Director - Labor Relations

FOR THE BROTHERHOOD MAINTENANCE
OF WAY EMPLOYEES

(original signed by)
Greg Barbati
General Chairman

May 8, 1990

Greg Barbati
General Chairman
Brotherhood of Maintenance of Way
Employees
1180 Raymond Boulevard
Suite 1425
Newark, New Jersey 07102

Dear Mr. Barbati:

As discussed during our Section VI meeting, the parties will meet within 90 days of ratification to discuss the uniform absentee control program.

FOR NEW JERSEY TRANSIT RAIL
OPERATIONS, INC.

(original signed by)
William B. Murphy
Director - Labor Relations

FOR THE BROTHERHOOD MAINTENANCE
OF WAY EMPLOYEES

(original signed by)
Greg Barbati
General Chairman

May 8, 1990

Greg Barbati
General Chairman
Brotherhood of Maintenance of Way
Employees
1180 Raymond Boulevard
Suite 1425
Newark, New Jersey 07102

Dear Mr. Barbati:

In the event NJ TRANSIT Rail executes an agreement for the period commencing July 1, 1989, with any other Unions representing its employees that contains improvements in the area of general wage increases, basis of pay, vacation holidays, pension, health insurance, bereavement leave, or jury duty that are greater than those set forth in this Memorandum of Understanding, it is agreed that such improvements will be incorporated into the Brotherhood of Maintenance of Way Employees union's agreement with NJ Transit Rail unless such improvement(s) was made in consideration for a modification(s) in the company's acquirement with the other Union which benefits NJ TRANSIT Rail.

Very truly yours,

(original signed by)
William B. Murphy
Director, Labor Relations
Labor Relations

WBM:kyr

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEES
Representing
Track, Bridge and Building
Department Employees
September 14, 1994

The parties hereby agree to the following agreement on a new Labor agreement ("Agreement") for the period July 1, 1992, through June 30, 1996.

This Memorandum of Understanding is subject to ratification by the membership of the Brotherhood of Maintenance of Way Employees and final approval by the NEW JERSEY TRANSIT Board of Directors.

This agreement amends the agreement between the Brotherhood of Maintenance of Way Employees and NEW JERSEY TRANSIT Rail Operations (NJTRO) which expires June 30, 1992. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the provisions of the Railway Labor Act, as amended. The rules changes set forth in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

1. Wages:

- Effective July 1, 1992, a three (3%) percent lump sum based upon an employee's actual hourly gross earnings July 1, 1992, through June 30, 1993.
- Effective July 1, 1993, all current hourly wage base rates shall be increased by three (3%) percent.
- Effective July 1, 1994, all current hourly wage base rates shall be increased by three (3%) percent.
- Effective July 1, 1995, all current hourly wage base rates shall be increased by three (3%) percent.
- The wages payable due to the three (3%) percent lump sum effective July 1, 1992, through June 30, 1993, shall be paid by separate check on or before December 1, 1994. The three (3%) percent general wage increase effective July

1, 1993, through June 30, 1994, shall be paid by separate check on or before December 8, 1994. The three (3%) percent general wage increase effective July 1, 1994, through October 25, 1994, shall be paid by separate check on or before December 15, 1994. The new hourly rate effective July 1, 1994, will go into effect October 26, 1994.

As regards the three (3%) percent lump sum payment due for the period July 1, 1992, through June 30, 1993, and the three (3%) percent general wage increase effective July 1, 1993, it is agreed that retired employees and employees who otherwise left the service (except for dismissal for cause, who, if reinstated, will receive the increase due) will receive such payments due for all hours compensated during such periods.

2. Pension:

Effective July 1, 1994, NJ TRANSIT will contribute an additional two (2%) percent to an employee's 401(a) account for wages earned on July 1, 1994, and thereafter.

3. Health and Welfare cost containment changes

Effective thirty (30) days upon notification of ratification:

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

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

Mammography to be eligible under Major Medical.

Effective thirty (30) days upon notification of ratification, 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 (Substance abuse only)	100% up to 60 days/year limit, 40 visits/year maximum
Out-patient	\$0 co-pay for first three (3) visits \$5 co-pay for group sessions \$15 co-pay for individual sessions 60 visits/year maximum

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

Network Substance Abuse/Mental/Nervous Annual Limit \$25,000

Special Cost Containment Provisions

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 plans. The subrogation rights of each plan provider shall apply.

Enrollment Eligibility

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

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

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

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

Prescription Drug Card

Increase current \$4.50 pharmacy co-pay to \$6.00 and current \$2.50 mail order co-pay to \$4.00.

4. Displacement and Other Exercises of Seniority

The provisions of the agreement which currently provide employees ten (10) working days to exercise seniority when they are displaced or when their positions are abolished, shall be modified to read five (5) working days.

5. Absent Without Permission Rule - Rule 27 (b)

Change fourteen (14) consecutive days to ten (10) consecutive days.

6. Supplemental Sickness Improvement

The January 1, 1983, Supplemental Sickness benefit shall be amended for periods of disability. The benefits provided for under the plan shall be revised as follows effective thirty (30) days after notification of ratification:

	<u>Per Hour</u>	<u>Per Month</u>
Class I Employees Earning	\$13.95 or more	\$2,427 or more
Class II Employees Earning	11.40 or more but less than \$13.95	\$1,984 or more but less than \$2,427
Class III Employees Earning	Less than \$11.40	Less than \$1,984

	<u>Basic and Maximum Benefit Amount Per Month</u>		
	Basic	RUIA	Maximum
Class I	\$1,058	\$674	\$1,732
Class II	802	674	1,476
Class III	733	674	1,407

<u>Classification</u>	<u>Combined Benefit Limitation Maximum Monthly Amount</u>
Class I	\$1,772
Class II	1,582
Class III	1,508

Plan Benefits During Initial Registration Period

An employee who is eligible to receive Plan benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

7. Tool Allowance

The current tool allowance, as contained in the November 23, 1988, Letter of Agreement, Page 108, of the Collective Bargaining Agreement, shall be increased by \$25.00 as follows

TRACK DEPARTMENT

	<u>Current Schedule</u>	<u>Eff. July 1, 1994</u>
Class I, II & III Machine Operators	\$30.00 per year	\$55.00 per year

B & B DEPARTMENT

B & B Mechanics	\$75.00 per year	\$100.00 per year
Asst. Foremen/Foremen		“ ”
Structure Welders & Foremen		“ ”
Plumbers & Foremen		“ ”
Inspectors		“ ”
Bridge Operators/Mechanics		“ ”

REPAIRMEN

Repairman	\$30.00 per year	\$55.00 per year
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8. Rule 18 - Meals and Lodging

The provisions of Rule 18(c) shall be applied to all Rule 24 system wide gangs (positions).

9. Rule 29 - Rates of Pay, Appendix A:

Effective two (2) weeks after ratification, the following rates of pay shall be increased as follows:

Welder Foreman \$16.67	Equivalent Track Foreman
B&B Inspector \$16.53	Equivalent B&B Asst. Foreman

10. Rule 3 - Selection of Positions

Section 3 - Advertisement and Award

Add new Paragraph (h) to read as follows:

Employees awarded positions other than Trackman may bid to a lower rated position within the same seniority roster; i.e., Foreman to Assistant Foreman, Machine Operator I

to Machine Operator II, etc., two (2) times per calendar year without an existing hardship. Thereafter, such employees shall not be awarded a higher rated position within the same seniority roster for the remainder of the calendar year unless to avoid a hardship, i.e., to avoid furlough or to avoid traveling in excess of thirty (30) miles to the next available position.

11. Expungement of Discipline (New Rule):

Investigations

If discipline assessed is a Reprimand and an employee maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a one (1) year period (including warnings), then the Reprimand will be removed from his/her record.

If an employee is assessed discipline of sixty (60) days or less and maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a two (2) year period (including warnings), then the discipline will be removed from his/her record.

For discipline assessed prior to date of this agreement, it is understood that the two (2) year period for expungement will commence with the date of ratification of this memorandum.

It is understood and agreed that this rule does not apply to any discipline assessed for absenteeism, late starts or early quits.

12. Letter of Agreement dated February 1, 1988, which modified rates of pay for certain classifications is hereby amended to provide that the production foreman rate shall apply when the number of advertised positions in a system-wide gang is greater than or equal to ten (10).

13. Printing of Agreement

This agreement, including all addenda, Letters of Understanding, and related materials shall be printed by the company and any employee affected thereby shall be provided a copy.

14. Moratorium

There shall be a moratorium on the serving of Section 6 Notices through April 1, 1996, any changes not to become effective before July 1, 1996.

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on September 14, 1994.

It is agreed and understood that unless contained in this Memorandum of Understanding, all proposals and amendments contained in the parties' Section VI notices are deemed withdrawn.

For the Organization:

(original signed by)
Gregory J. Barbati

APPROVED BY:

(original signed by)
Henry W. Wise, Jr.
Vice President

For the Carrier:

(original signed by)
Michael J. Rienzi

(original signed by)
William B. Murphy

(original signed by)
Angelo L. Genova, Esq.
Special Counsel

September 14, 1994

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of
Way Employees
Suite 2-3, 2nd Floor
91 East Somerset Street
Raritan, NJ 08869

Dear Mr. Barbati:

FILE: L-141-BMWE

The parties recently discussed a NJ Department of Environmental Protection and Energy (DEPE) regulation which requires NJ Transit to have its employees who work with industrial or sanitary wastes to possess required licensing or to perform such duties under the direction of an employee possessing the necessary licenses.

As a result of our discussions, the parties recognize that this requirement can be satisfied if the Environmental Plumbers possess such licensing and are utilized to obtain the necessary permits.

In order to implement the above, the parties agree to the following:

- (1) NJ Transit will assist all Environmental Plumbers who currently do not possess such licenses in obtaining the necessary certification. These Environmental Plumbers who receive such assistance will be required to utilize the appropriate license(s) as required and/or necessary to obtain permits pertinent to DEPE guidelines,
- (2) NJ Transit will assume the costs associated with tuition and books along with the costs of the examination as well as the initial certification. Training sessions will be on the employee's own time,
- (3) All Environmental Plumbers currently without license(s) will be encouraged to pursue training to obtain certification. Environmental Plumbers with a seniority date prior to the date of this agreement will not be disqualified because of his/her inability to obtain certification. All Environmental Plumbers possessing the necessary license(s), now or in the future, will be required to maintain those licenses,
- (4) NJ Transit will indemnify, defend and save harmless Environmental Plumbers from any and all claims, demands, losses or damages resulting from the normal discharge of his/her duties,

- (5) The following annual licensing allowance will be paid to each eligible Environmental Plumber for the upkeep and use of his/her license(s). These payments will not be duplicated.

<u>License</u>	<u>Allowance</u>
5-1, N-1	\$50.00
S-2, N-2	\$75.00
S-3, N-3 - N-4	\$100.00

This allowance will be paid on or about July 1, 1995, and each year thereafter.

If the foregoing meets with your approval, please indicate your concurrence by affixing your signature below:

Very truly yours,

(original signed by)
William B. Murphy
Director-Labor Relations

I CONCUR:

(original signed by)
Gregory J. Barbati
General Chairman

9/14/94
(date)

ATTACHMENT II

September 14, 1994

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of
Way Employees
Suite 2-3, 2nd Floor
91 East Somerset Street
Raritan, NJ 08869

Dear Mr. Barbati:

Due to the complexity and change in operations of Maintenance of Way equipment, the Agency shall establish a joint committee to review all Maintenance of Way machinery to determine proper classification and rate of pay for each machine as commensurate with the needed skills and expertise in the operation to the equipment. The committee will provide their recommendation to the Deputy General Manager for Infrastructure Engineering to address.

Very truly yours,

(original signed by)
William B. Murphy
Director-Labor Relations

I CONCUR:

Gregory Barbati
General Chairman

MEMORANDUM OF UNDERSTANDING
BETWEEN
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
REPRESENTING
Track, Bridge and Building Department Employees
AND
NEW JERSEY TRANSIT RAIL OPERATIONS
June 1, 2000

The parties hereby agree to the following terms and conditions of employment for a new labor agreement ("Agreement") for the period July 1, 1996 through June 30, 2001.

This Memorandum of Understanding is subject to ratification by the membership of the Brotherhood of Maintenance of Way Employees and final approval by the New Jersey Transit Board of Directors.

This Agreement amends the current Collective Bargaining Agreement between the parties.

The rules of the BMW NJTRO Collective Bargaining Agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the Railway Labor Act as amended. The rule changes set forth in this Memorandum of Understanding shall be effective upon the date of ratification unless otherwise specified.

1. Wages

Effective July 1, 1996, a one (1%) percent general wage increase and a two (2%) lump sum payment based upon an employee's actual yearly gross earnings July 1, 1996, through June 30, 1997.

Effective July 1, 1997, all current wage rates shall be increased by three and one half (3½%) percent.

Effective July 1, 1998, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 1999, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 2000, all current wage rates shall be increased by three and one half (3½%) percent.

The wages payable due to the one (1%) general wage increase and the two (2%) percent lump sum effective July 1, 1996, through June 30, 1997, the three and one half (3½%) percent general wage increase effective July 1, 1997, the three (3%) wage increase effective July 1, 1998 and the three (3%) wage increase effective July 1, 1999 through July 18, 2000, will be paid in a lump sum on or before August 31, 2000. The new hourly rate effective July 1, 2000, will go into effect July 19, 2000. (Payable on August 3, 2000).

As regards the one (1%) general wage increase and the two (2%) percent lump sum payment due for the period July 1, 1996, through June 30, 1997, the three and one half (3½%) percent general wage increase effective July 1, 1997, the three (3%) wage increase effective July 1, 1998 and the three (3%) wage increase effective July 1, 1999, it is agreed that retired employees and employees who otherwise left the service (except for dismissal for cause, who, if reinstated will receive the increase due) will receive such payments due for all hours compensated during such periods.

2. Health & Welfare

- Effective September, 2000 the Traditional Plan, Blue Select (PPO), and NJ Blue Cross Horizon HMO will be offered to all employees. Effective July 1, 2001 HMO's, as well as Traditional and Blue Select, will be offered to all employees and each July 1 thereafter all employees will have the opportunity to select coverage from the available plans. (See Attachment 1a through 1d reference Blue Select)

- No in network deductibles
- In network 90%/10% co-insurance

- Out of network 70%/30% co-insurance of eligible expenses
 - Catastrophic coverage in-network after out of pocket co-insurance max \$500.00
 - Catastrophic coverage out of network after out of pocket co-insurance max \$1,500.00 of eligible expenses.
- HMO's offered July 1st of each year
 - Prescription Drug Card (Attachment 2)
 - Improved Dental Plan
 - Basic plan for new hires (Attachment 3a)
 - For current employees (Attachment 3b)
 - Annual limit raised from \$1,000.00 to \$1,500.00 per year.
 - Annual deductibles reduced from \$50.00 to \$35.00.
 - Orthodontia limit raised from \$750.00 lifetime maximum to \$1,000.00 lifetime maximum.
 - Eligibility for Health and Life Insurance Benefits
 - Disabled Employees: Employees hired on or after date of ratification with less than one year of service shall be eligible for continuation of health and life insurance benefits under the terms of the Agreement until the first month after three (3) full months of disability. After one (1) year of service, such employees shall have the same eligibility for these benefits as all other employees. It is understood that this provision does not apply nor change the current eligibility requirements for benefits due employees who are injured while on duty.

Rx: Employees and dependents eligible only if enrolled in the Medical Plan.

Dental:

(A) Basic 1st of month after 3 full months of service.
 (B) Standard One (1) full year of enrollment in the Basic Plan.
 Dependent Children: End of year age 19; full-time students end of year age 23.

Life Insurance:

(A) Age and Smoker 1st of month after one full year until retirement.
 /Non-Smoker
 Health Rated Subsequently only upon birth of a child or
 Supplemental Life closing on the Purchase of a principal residence
 (B) Supplement Same as A
 Accidental Death

- Improved Retiree Medical Provision - All plans (Attachment 4)
 - Age reduced from 61 to 60
 - No lifetime maximum
- Opportunity to purchase Life Insurance by payroll deduction in amounts of \$25,000 or \$50,000 - All plans (Attachment 5)
- Health/Welfare contribution:

	Traditional		Select	
	Weekly Contribution		Weekly Contribution	
	Before Tax	After Tax	Before Tax	After Tax
Single	\$2.00	\$1.20	\$1.25	\$0.75
Parent & Child	\$4.00	\$2.40	\$2.50	\$1.50
Husband & Wife	\$7.50	\$4.50	\$5.00	\$3.00
Family	\$9.00	\$5.40	\$7.50	\$4.50

Contributions will start September 1, 2000, and will be based on 48 weeks in each subsequent calendar year.

Contributions for HMO Blue Subscribers are waived.

3. Direct Deposit (Attachment 6)
4. Scope and Rule 4 - Seniority
 - b. Change thirty (30) miles to fifty (50) miles and modify any provision that references a change in residence to 50 miles.
5. Modify the provisions of Rule 10-Work Week, Rule 24- System Track and Structural Units, and Letter No. 1-Per Diem in accordance with the terms outlined in attachment 7.
6. Rule 14 - Paid Holiday

Modify paragraph (b) to read as follows:

A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him/her by the Agency is credited for four (4) hours or more of his/her assignment on the workdays immediately preceding and following such holiday. If the holiday falls on the last day of a regularly assigned employees' workweek, the first workday following the rest days shall be considered the workday immediately following the holiday. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.
7. Modify the provisions of Rule 33, Bereavement Leave, to change three (3) calendar days to three (3) consecutive work days, not to include rest days. (Attachment 9)
8. Personal Days:

Effective January 1, 2000 the personal leave days referenced in Rule No. 36 will be amended as follows:

 - a. An employee with ten (10) but less than fifteen (15) years of continuous service shall be entitled to one *(1) additional day. (Total of four days)

- b. An employee with fifteen (15) or more years of continuous service shall be entitled to two ^{**}(2) additional days. (Total of five days)
- c. Continuous years of service shall be calculated the same as vacation entitlements.

* *The additional days provided herein will be paid for on an annual basis if the days are not used during that year.

9. Sick Leave:

a. Sick Leave Plan:

- (1) Commencing January 1, 2000 each employee who has been full-time for six (6) months will be provided an annual allowance of five (5) sick days. Sick days may be accumulated and carried over from year to year. Sick banks are not subject to any maximum accumulation.
- (2) Employees shall be able to utilize any and all sick days in their bank for personal illness or injury, or to care for any sick or injured family member provided that the employee is primarily responsible for the care of such family member.
- (3) There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at one hundred (100%) percent of the daily rate based on an eight (8) hour work day.

b. Sick Leave Reimbursement

Any employee who leaves New Jersey Transit service for any reason, other than termination for cause, with a minimum of ten years of continuous service at the time of separation shall be entitled to a cash severance payment of fifty (50%) percent of the daily rate of pay of all accumulated but unused sick days, to a maximum of \$15,000, provided that the number of accumulated but unused sick days is at least fifty (50%) percent of the total number eligible.

Sick Leave Reimbursement Example:

An employee hired April 1990, voluntarily leaves the company in December 2015. The maximum sick days she/he could have accumulated in 25 years is 80

days (five (5) days each year for 16 years). At the time of separation she/he has a total of 40 unused sick days (at least 50% of the total number eligible). She/he is eligible for a cash severance payment of 20 days (50% of the accumulated but unused sick days) at her/his daily rate of pay at the time of separation.

c. Sick Benefits

An employee who is eligible to receive Supplemental Sick Plan Benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

- d. Every application for sick leave for a period over five (5) days, whether with or without pay, must be accompanied by Medical proof satisfactory to New Jersey Transit and on a form to be furnished by New Jersey Transit setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his duties for the period of absence.

The first five (5) paid sick days in a calendar year will not be counted as absence under the Carrier's Attendance Policy.

10. Off Track Vehicle Insurance: Modify the current off track vehicle insurance policy to \$300,000 as outlined in attachment 8.

11. In accordance with Rule 18 - Meals and Lodging, the Carrier may reimburse employees \$10.00 in lieu of each meal which the Carrier is required to provide and does not furnish. A twenty (20) minute paid meal period must be provided with each meal provided or reimbursed.

12. Rule 2 Application for Employment - Section 1 Probationary Period is changed to read:

The application of new employees shall be approved or disapproved within one hundred twenty (120) days, and ninety (90) days for employees with former railroad experience.

13. Modify the provision of the first paragraph of Rule 32 - Jury Duty to read:

“When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he\she shall be paid for actual time

lost with a maximum of a basic day’s pay at the straight time rate of his\her position for each day lost subject to the following qualification requirements and limitations:”

14. Tool Allowance

The current tool allowance, as contained in the MofU dated September 14, 1994 shall be modified as outlined below:

<u>TRACK DEPARTMENT</u>	<u>Current Schedule</u>	<u>Eff. July 2000</u>
Class I, II & III	\$55 per year	\$70.00 per year
Machine Operators “	”	”
<u>B&B DEPARTMENT</u>	<u>Current Schedule</u>	<u>Eff. July 2000</u>
B& B Mechanics	\$100.00 per year	\$125.00 per year
Asst. Foremen/Foremen	“	”
Structure Welders & Foremen	“	”
Plumbers & Foremen	“	”
Inspectors “	“	”
Bridge Operators/Mechanics	“	”
<u>REPAIRMEN</u>	<u>Current Schedule</u>	<u>Eff. July 2000</u>
Repairman	\$55.00 per year	\$125.00 per year

15. Moratorium

There shall be a moratorium on the serving of Section 6 Notices through June 30, 2001.

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on June 1, 2000.

For the Organization:

Brotherhood of Maintenance
of Way Employees

For the Company:

NJ Transit Rail Operations

(original signed by)
Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

(original signed by)
Henry Wise
Vice President
Brotherhood of Maintenance
of Way Employees

(original signed by)
Frederick T. Danser III, Esq.
Special Counsel

(original signed by)
Vincent Apadula
Local Chairman
Brotherhood of Maintenance of Way Employees

(original signed by)
William Capik
Local Chairman
Brotherhood of Maintenance of Way Employees

(original signed by)
Dominic Belmonte
Local Chairman
Brotherhood of Maintenance of Way Employees

(original signed by)
Joseph Formato
Local Chairman
Brotherhood of Maintenance of Way Employees

June 1, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

In the event NJ Transit Rail executes an agreement for the period commencing July 1, 1996 through June 30, 2001 with any of the other union(s) representing its employees that contains improvements in the area of general wage increases, (including configuration of wage increases) vacations, holidays, pension, health insurance, bereavement leave, jury duty or other changes that have the effect of increasing the compensation package that are greater than those set forth in this Memorandum of Understanding, it is agreed that such improvements will be incorporated into the Brotherhood of Maintenance of Way Union's Agreement with NJ Transit Rail, unless such improvement(s) was made in consideration for a modification(s) in the Company's agreement(s) with the other Union(s) which benefits NJ Transit Rail.

Very truly yours,

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

June 1, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

This will serve to confirm that the Pre Tax contributions required under the terms of the contract to be paid effective September 1, 2000 for coverage under Traditional and Blue Select shall have no adverse consequences in the determination of gross wages for purposes of calculating vacation pay and contributions due under the 401A Plan.

Very truly yours,

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

June 1, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

This will serve to confirm that effective September 1, 2000 married couples working for New Jersey Transit Rail must elect health insurance coverage under one of the available plans (Traditional, Blue Select, or NJ Blue Cross Horizon HMO) and shall be required to pay the designated contribution for only one spouse. Effective July 1, 2001 and thereafter married couples working for New Jersey Transit Rail must elect health insurance coverage under one of the available plans (Traditional, Blue Select, or HMO) and where appropriate shall be required to pay the designated contribution for only one spouse.

Very truly yours,

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

June 1, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

Pursuant to Attachment 7 of this Memorandum of Understanding which provides that 25% of the total work force may be assigned tours of duty which includes Saturday and/or Sunday as regular work days, the following agreed upon guidelines will apply:

- For the purpose of implementing the provision of this side letter, the entire NJTRO property will be subdivided into maintenance subdivisions as outlined in the attached exhibit.
- Each position will be advertised with primary duties within a designated subdivision.
- When day to day maintenance is performed by headquartered employees during the course of their work week and such work is required to be continued on their rest day(s), those employees who performed work on the project will be given preference for such work in accordance with Rule 17.

If the above accurately reflects the parties understanding, please indicate your concurrence below.

Very truly yours,

I Concur:

(original signed by)
William B. Murphy
AGM Labor Relations/Administration

(original signed by)
Gregory Barbati
General Chairman - BMW

June 1, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

It is agreed that within ninety (90) days following date of ratification the parties will establish a joint union management committee. This committee will review job titles in the Maintenance of Way Departments to decide necessary wage adjustments that may be required due to changes made in job content, job responsibilities, job qualifications, and possible job consolidations which would provide for better utilization of the work force and increased efficiencies of the operations. The recommendations of the committee will be advanced within six (6) months of the first meeting to the DGM of Infrastructure Engineering and the appropriate union official for final review and approval.

Very truly yours,

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

June 1, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

This is to confirm our understanding regarding qualifying years of service used in the calculation of vacation entitlement for BMWWE represented employees that had previous railroad service working in the BMWWE craft.

As discussed, the parties agree to recognize continuous years of unbroken service at other railroads based on the following criteria:

1. No more than one year may have elapsed between the month the employee left their previous railroad and their hire month at NJ TRANSIT.
2. Only unbroken service at one or more railroads will be recognized for calculation of vacation entitlement.
3. Continuous years of service at other railroads will be established by the employee's BA-6 data which is compiled by the Railroad Retirement Board.
4. For employees hired after the date of this agreement, NJ TRANSIT will recognize previous Track and Building and Bridge service on other railroads for vacation purposes in the calendar year after the employee has completed five (5) years of service as a BMWWE represented employee for NJ TRANSIT.

It is agreed that BMWWE represented employees will have their previous railroad service applied to their qualifying years of service used in the calculation of vacation entitlement beginning in calendar year 2000. Employees will be paid in lieu of these additional weeks in calendar year 2000.

Sincerely,

I Concur:

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

(original signed by)
Gregory J. Barbati
General Chairman
Brotherhood of Maintenance of
Way Employees

June 13, 2000

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

This refers to Letter # 4 of the Memorandum of Understanding dated June 1, 2000. Due to an oversight the percentage figure (25%) which is referenced in the side letter is incorrect and does not correspond to attachment 7 of the Memorandum.

It is agreed that the correct percentages are 20% effective date of ratification and 25% effective March 31, 2004.

Very truly yours,

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

CURRENT SUBDIVISIONS

Hoboken Division

Hoboken Subdivision

M&E MP 0.0 - MP 2.7 (Lower Hack)
Boonton Line MP 2.0 - MP 4.17 (DB)
Main line MP 2.0 - MP 4.95 (Upper Hack)
Bergen County Line MP 2.7 - MP 5.48 (HX)

Woodridge Subdivision

Main Line MP 4.95 - MP 31.3
Bergen County Line MP 5.48 - MP 18.8
Pascack Valley Line MP 7.6 - MP 31.1

Netcong Subdivision

M&E MP 2.7 - MP 58.0
Boonton Line MP 4.17 - MP 34.0
Gladstone Line MP 20.0 - MP 42.2
Montclair Line MP 8.9 - MP 12.8

Newark Division

Red Bank Subdivision

North Jersey Coast Line MP E0.0 - MP 38.0

Raritan Subdivision

Raritan Valley Line MP 15.0 - MP 54.0
Princeton Line MP 0.0 - 2.7

Hammonton Subdivision

Atlantic City Line MP B0.0 - MP 58.0

**New Jersey Transit/Rail Agreement
BENEFIT COMPARISON**

	BLUE SELECT		CURRENT TRADITIONAL
	In-Network	Out-of-Network	
GENERAL PROVISIONS			
Deductible Major Medical Each Person Three Person Basic Hospital	None None None	None None \$500 each non-emergency admission	\$100 \$300 \$0 for Room & Board
Employee Coinsurance Basic Hospital Basic Plan Benefits Professional Major Medical	0% N/A 10% N/A	30% N/A 30% N/A	N/A 0% N/A 20%
Catastrophic Coverage (Plan Pays 100%)	N/A (In-patient Hospital) After \$5,000 of eligible claims for all Outpatient Hospital, Professional, and Supplemental.	After \$5,000 of eligible claims for all Hospital, Professional, and Supplemental (after in-patient deductible).	Major Medical, after deductible and \$5,000 of eligible claims
Maximum Payment Level	PACE: Schedule	Usual, Customary & Reasonable (UCR)	PACE: Schedule/UCR
Benefit Period Maximum	None: Unless otherwise specified	None. Unless otherwise specified	None, Unless otherwise specified
Lifetime Maximum	None: Unless otherwise specified	None. Unless otherwise specified	\$500,000 Major medical
Pre-Existing Conditions	12 Months (New Hires Only)	12 Months (New Hires Only)	12 Months (New Hires Only)
Infertility Treatment	None	None	None
PHYSICIAN SERVICES			
Doctors Office Visits	100% after \$5 copay	70%	Deductible: then 80%
Preventive Care	100% up to \$300/year/person	No benefit	No benefit except mammography
Second Surgical Opinion Program	Optional elective second opinion available	No benefit	Mandatory: 50% benefit reduction of surgeon's

(Plan Pays 100% if applicable)	(Not Mandatory)		fee for non-compliance.
	BLUE SELECT		CURRENT TRADITIONAL
	In-Network	Out-of-Network	
Surgery	90%	70%	Inpatient - Deductible; then 80% Outpatient - 100% (includes all related services)
Maternity (Pre & Post Natal Care)	90%	70%	Deductible; then 80%
X-Ray and Lab	90%	70%	Deductible; then 80%
Emergency Care	90%	90%	Deductible; then 80%
Short Term Therapies (Physical, Occupational)	90%; 30 visits/year/person	70%; 30 visits/year/person	Deductible; then 80%
Chiropractic Care	90%; 12 visits/year/person	70%; 12 visit/year/person	Deductible; then 80% (Subject to Medical Review)
FACILITY SERVICES			
Pre-Admission Review	Hospital responsible for obtaining approval	Mandatory; \$1,000 benefit reduction for non-compliance	Medical Admissions - Mandatory; 35% (Room & Board Only) benefit reduction for non-compliance Mental Health/Substance Abuse - Mandatory - Approved Benefits Only
Inpatient Care - Medical Non-Emergency - Emergency	240 days/year/person 100% 100%	240 days/year/person Deductible, then 70% 100%	Room & Board - 365 days/year/person 100% Ancillary Services - Deductible; then 80%
Pre-Admission Testing	100%	70%	Deductible; then 80%
Outpatient Surgery	100%	70%	100%
Outpatient Accidental Injury	100%	100%	Deductible; then 80%
Outpatient Medical Emergency	90% after \$50 copay	90% after \$50 copay	Deductible; then 80%
Outpatient X-Ray and Lab	90%	70%	Deductible; then 80%
Skilled Nursing Facility	100%; 120 days/year/person	70%; 120 days/year/person	100% up to 60 days/year/person
Home Health Care	100%; 90 visits up to \$4,500/year/person	70%; 90 visits up to \$4,500/year/person	Deductible; then 80% up to 60 visits/year/person
Hospice Care	100%; \$15,000/Lifetime Maximum	70%; \$15,000 Lifetime Maximum	Deductible; then 80%
Birthing Centers	100%	Deductible; then 70%	100%

	BLUE SELECT		CURRENT TRADITIONAL
	In-Network	Out-of-Network	
Centers of Excellence (Available on Individual Case Management Basis)	100% Facility 90% Professional	100% Facility 90% Professional	Room & Board - 365 days/year/person 100% Ancillary Services - Deductible; then 80%
SUPPLEMENTAL SERVICES			
Durable Medical Equipment	80%		Deductible; then 80%
Blood	80%		Deductible; then 80%
Private Duty Nursing	80% to \$10,000/year/person		No Benefit

Attachment 1c

NJ TRANSIT

Glossary of Terms

Deductible - Each year, you must pay a certain amount toward your medical expenses before the programs starts paying benefits. This amount is called the annual deductible. An annual deductible applies each year for each person covered by the program. In addition, under the Blue Select Program, a separate \$500 deductible per admission will apply when you receive non-emergency care at a non-network hospital.

Coinsurance - When the program reimburses less than 100%, you must make up the difference by making "coinsurance payments". The amount of coinsurance will vary depending on the health benefits program you select. Your coinsurance does not include services not covered under the plan.

Catastrophic Coverage - The program sets a limit on how much money you must pay out of your pocket for medical care in a plan year. Once you reach this annual limit for claims subject to coinsurance, the program pays 100% of all covered expenses for the rest of that year. The catastrophic coverage does not include deductible, copayments, precertification penalties or any amounts in excess of reasonable and customary charges.

Reasonable and Customary Charges - In any geographic area, doctors and other health care providers will charge different rates for the same services. Your medical coverages includes standard fees for what most doctors in your area charge for each particular type of service. These standard fees are called "reasonable and customary" (R&C) charges.

Preventive Health Care - When you and your family go in-network for your health care, the Blue Select program offers important preventive services to give you and your family the valuable benefit of early detection and treatment of many illnesses. The preventive program includes, routine physical exams, immunizations, diagnostic testing, well-baby care and well-woman care. Preventive care is not covered under other NJ Transit Rail programs (exceptions included a mammogram).

Pre-Existing Conditions (New Hires Only) - For 12 months after your effective date, the health plan will not pay for services relating to any disease, injury or condition which was treated by a health care professional in the 12 months before your effective date.

Basic Hospital Services - This type of service includes all eligible inpatient hospital charges, facility charges for outpatient surgery and pre-admission testing.

Emergency Admission - An unscheduled admission which originated in either the emergency room or outpatient department of a hospital.

Attachment 1c

NJ Transit/Rail Agreement

PRESCRIPTION BENEFIT COMPARISON

	PROPOSED INCENTIVE PLAN		CURRENT PLAN
	LOCAL RETAIL PHARMACY	MAIL ORDER	
GENERAL PROVISIONS			
Employee Co-Pay			
Generic	10%	-0-	\$6.00/\$4.00
Single-Source Brand	20%	20%	\$6.00/\$4.00
Multi-Source Brand	30%	30%	\$6.00/\$4.00
Maintenance Drugs	Available	Voluntary	Mail Order Is Voluntary
Maximum Co-Pay Per Prescription	\$25.00	\$20.00	N/A
ELIGIBILITY	Same Enrollment as Medical Plan		1st of Month after 3 Months

Attachment 2

NJ Transit/Rail Agreement

**DENTAL BENEFIT IMPROVEMENTS
(New Employees Only)**

	BASIC P.P.O. PLAN
	P.P.O.
GENERAL PROVISIONS	
Deductible Preventive and Diagnostic Restorations Only Each Person	NO YES \$25.00
Plan Payment % Class I - Preventive and Diagnostic Class II - Basic Restoration Class III - Major Restoration Class IV - Orthodontics	90 75 -0- -0-
Maximum Payment Level	P.P.O.
Annual Maximum I, II	\$500.00
Lifetime Maximum IV (Orthodontia)	N/A
ELIGIBILITY	1st of Month after 3 Months

Attachment 3a

**NJ Transit/Rail Agreement
DENTAL BENEFIT IMPROVEMENTS
(Current Employees)**

	TRIPLE OPTION			CURRENT PLAN
	P.P.O.	D.D.N.	Out-of-Network	
GENERAL PROVISIONS				
Deductible	NO	NO	YES	YES
Preventive and Diagnostic Restorations Only	YES	YES	NO	NO
First Person	\$35.00	\$35.00	\$35.00	\$50.00
Second Person	\$35.00	\$35.00	\$35.00	\$50.00
Third Person	\$35.00	\$35.00	\$35.00	N/A
Plan Payment %				
Class I - Preventive and Diagnostic	100	90	80	100
Class II - Basic Restoration	80	75	70	75
Class III - Major Restoration	50	50	50	50
Class IV - Orthodontics	50	50	50	50
Maximum Payment Level	P.P.O.	DDN	UCR (Usual, Customary & Reasonable)	DDN/UCR
Annual Maximum I, II, III	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00
Lifetime Maximum IV (Orthodontia)	\$1,000.00	\$1,000.00	\$1,000.00	\$750.00
ELIGIBILITY	12 Months After Enrolling In Basic Plan			12 Months (New Hire Only)

Attachment 3b

RETIREE MEDICAL

BASIC PLAN

	<u>Proposed</u>	<u>Current</u>
Lifetime Limit	None	\$75,000
Annual Limit portion Lifetime limit	\$100,000	Unused of
Deductible/Person	\$200	\$100
Minimum age for Retirement	60	61
Minimum time spouse is married to retiree prior to retirement	1 Year	1 Day
Contribution if retiree is under age 62	10%	-0-
Contribution for spouse under age 62 when retiree is under 65	25%	-0-
Contribution for spouse under age 62 when retiree is over 65	25%	100%
Contribution for spouse between 62 and 65 when retiree is over 65	-0-	100%

Attachment 4

RAIL BARGAINING

LIFE INSURANCE

**Age/Smoker/Non-Smoker Rated
Supplemental Life Options only.**

\$25,000 or \$50,000 or \$5,000 frozen subscribers

**Supplemental Accidental Death
(Independent Option)**

**\$25,000 or \$50,000 or \$5,000 frozen subscribers
only.**

Attachment 5

PAYROLL DIRECT DEPOSIT PROGRAM

The Direct Deposit Program is an easy and convenient method of banking, and offers you a variety of ways to achieve your financial goals through regular systematic savings. With direct deposit you may wish to establish an amount for savings, and the net amount of each pay check can be deposited into a checking account of your choice. Instead of a payroll check, you will receive a direct deposit advice as confirmation of the deposits detailing all pay transactions and deductions gross to net. As a participant in the Direct Deposit Program, all regular and supplemental payments (e.g., allowances and overtime) will be made via direct deposit. The guidelines established for NJ TRANSIT's Direct Deposit Program are as follows:

ELIGIBILITY:

Employees are eligible to participate after completion of three months of service.

ENROLLMENT:

For your convenience, a Direct Deposit Application form accompanies this memo. These forms are available from the Payroll Department and can be mailed to you request. Application forms must be received by the Payroll Department at least two pay periods in advance of the pay date that your direct deposit is to be effective, therefore, in order to have direct deposit on _____ 2000 this enrollment form must be returned to the Payroll Department no later than _____ 2000.

Direct deposit is limited to two bank accounts, either checking or savings accounts may be used. Your direct deposit options must cover your total net pay. Employees electing direct deposit may not elect to also receive a paycheck.

TIMING OF DEPOSITS TO YOUR ACCOUNT:

Direct Deposit: Generally, cleared funds for a payroll direct deposit transaction will be credited to your account on the date of the paycheck. Some out of state banks may credit your account on the banking day following the paycheck date.

Regular Payroll Checks: In comparison, deposited payroll checks will normally clear the bank within one or two banking days. This means that you cannot withdraw funds deposited to your account by check and these funds do not earn interest until the check has cleared.

SPECIAL BANKING SERVICES:

Many banks offer an extensive package of special banking services to employees who elect Payroll direct deposit with their bank. Such services frequently include: reduced rates on loans, free checking account, free money market account, free ATM card, bank by phone, no fee VISA or MasterCard credit card, bonus rates on certificates of deposit, savings and investment plans, discount brokerage services, etc. You should ask your bank if they offer such employee banking packages with these services and comparison shop among the financial institutions in your area.

I encourage you to consider participating in NJ TRANSIT's Payroll Direct Deposit Program and to take advantage of the special banking services that are offered by many of the financial institutions in our area.

DIRECT DEPOSIT...

SAVES TIME - No rush to get to the bank or waiting on long lines in the bank.

FAST - Your net pay is deposited as cash and is immediately accessible.

SURE - Automatically deposited even when you are away.

SAFE - Eliminates lost or stolen checks.

EASY - Simply complete the application form.

Attachment 6 pg 2

Attachment 7

It is agreed that job positions representing up to 20%* of the total work force (25%* effective March 31, 2004), may be advertised with tours of duty that may include Saturday and/or Sunday as days included in the normal forty (40) hour work week. Upon request from the General Chairman NJT Rail shall furnish a copy of their most recent work force inventory which shall identify the names, number of positions, rest days, tour of duty, rates of pay etc., of BMW employees working on NJT Rail property.

*It is understood that the percentage of the total work force subject to being advertised which includes a Saturday and/or Sunday as part of an employee's regular tour of duty as well as the per diem(s) applicable to such advertised positions, does not apply to those positions that historically (Bridge Operators and Crossing Watchmen) have included a Saturday and/or Sunday as part of an employee's regular tour of duty.

It is understood that in the event of a furlough, the number of employees eligible to work Saturday and/or Sunday as part of any regular work week, shall be 20% (25% effective March 31, 2004) of the remaining work force. Pursuant to this attachment it is understood that the Carrier will not establish a five (5) day work week that includes Saturday and Sunday as part of an employee's regular tour of duty.

It is further understood that system wide positions (Rule 24) and subdivision positions (Letter 4) are entitled to a per diem allowance under the terms and conditions outlined below.

Bulletined position that includes either a Saturday or a Sunday as part of a five (5) day, 40 hour work week, shall receive a weekly per diem allowance of \$120.00 consisting of a \$60.00 allowance for working a Saturday or a Sunday, and a \$15.00 allowance for work days Monday through Friday as outlined in the following example:

1 st day	Tuesday	\$15.00	
2 nd day	Wednesday	\$15.00	
3 rd day	Thursday		\$15.00
4 th day	Friday	\$15.00	
5 th day	Saturday	\$60.00	

Bulletin positions that include either day Saturday or Sunday as part of a four (4) day, ten (10) hour a day, forty (40) hour work week, shall receive a weekly per diem allowance of \$105.00, subject to the same daily allowance as specified above. An example is as follows:

1 st day	Sunday	\$60.00
2 nd day	Monday	\$15.00
3 rd day	Tuesday	\$15.00
4 th day	Wednesday	\$15.00

Bulletin positions that include both Saturday and Sunday as part of a four (4) day, ten (10) hour a day, forty (40) hour work week, shall receive a weekly per diem allowance of \$150.00, subject to the same daily allowance as specified above. An example is as follows:

1 st day	Saturday	\$60.00
2 nd day	Sunday	\$60.00
3 rd day	Monday	\$15.00
4 th day	Tuesday	\$15.00

The current allowances specified in Letter 1 dated January 18, 1983, for positions that work five (5) eight (8) hour workdays Monday through Friday or work four (4) ten (10) hour work days, Monday through Thursday, or Tuesday through Friday will be amended to \$15.00 a day which includes travel allowance. It is agreed that the current allowance will be increased the third payroll period following the date of ratification.

* 1 st day	Monday	\$20.00		* 1 st day	Tuesday	\$20.00
* 2 nd day	Tuesday	\$20.00		* 2 nd day	Wednesday	\$20.00
* 3 rd day	Wednesday	\$20.00	or	* 3 rd day	Thursday	\$20.00
* 4 th day	Thursday	\$20.00		* 4 th day	Friday	\$20.00
* 5 th day	Friday	\$20.00		* modified by Agmt. of 9/19/07		

It is agreed that employees subject to a per diem allowance, who work their regularly assigned rest day(s), holidays, vacation etc., will receive in addition to regular earnings, a \$15.00 (\$20. for M-F jobs) per diem allowance for each day worked.

It is understood that when positions subject to a per diem allowance are advertised, the bulletin will reflect the appropriate allowance; or if the work week is changed by notice, the notice will reflect the per diem allowance.

Modify Rule 10 (i) to read as follows: The work week of employees assigned to system wide work may consist of four (4) consecutive days of ten (10) straight time hours each with three (3) consecutive days of rest.

In the event the work week is changed to a five (5) day basis, or vice versa, or when the rest days are changed to include Saturday and/or Sunday as a normal work day(s), the General Chairman shall be given at least five (5) days written notice thereof by the Agency's designated official except that such changes may be made in less than five (5) days upon concurrence of the General Chairman.

Attachment 7 pg 3

BROTHERHOOD OF MAINTENANCE OF WAY
BULLETIN: 28/99
EFFECTIVE 7-5-99 TO 7-12-99

SAMPLE ADVERTISEMENT TO ILLUSTRATE PER DIEM PAYMENTS

VAC. NO.:001234
POSITION: Class I Operator
HEADQUARTERS: Per Diem STIG - \$150.00
TOUR OF DUTY: 7:00AM - 5:30PM
REST DAYS: Wednesday, Thursday, Friday
MEAL PERIOD: 30 Mins.
RATE OF PAY: \$18.68

VAC. NO.:001235
POSITION: Trackman
HEADQUARTERS: Per Diem SPS2 - \$120.00
TOUR OF DUTY: 8:00AM - 4:30PM
REST DAYS: Friday, Saturday
MEAL PERIOD: 30 Mins.
RATE OF PAY: \$15.90

VAC. NO.:001236
POSITION: Welder
HEADQUARTERS: Hoboken Subdivision - \$120.00
TOUR OF DUTY: 7:00AM - 3:30PM
REST DAYS: Sunday, Monday
MEAL PERIOD: 30 Mins.
RATE OF PAY: \$18.07

Off Track Vehicle Insurance

Article V - Payments to Employees Injured Under Certain Circumstance

When employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and, pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees by this Agreement while such employees are operating, riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs, (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-2300 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

Attachment 8 pg 1

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	300,000
Loss of Both Feet	300,000
Loss of Sight of Both Eyes	300,000
Loss of One Hand and One Foot	300,000
Loss of One Hand and Sight of One Eye	300,000
Loss of One Foot and Sight of One Eye	300,000
Loss of One Hand or One Foot or Sight of One Eye	150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident cover under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-2300 of the Travelers Insurance Company or under any other medical or insurance policy or plan for in its entirety by the carrier.

Attachment 8 pg 2

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Deaths

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefits of the persons designed in, and according to the apportionment required by the Federal Employers Liability Act (45 U. S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

Attachment 8 pg 3

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt there at, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequences of an accidental cut or wound.
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offsets

It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employees or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

Attachment 8 pg 4

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, for covered accidents on or after date of ratification.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided as follows:

Payments to Employees Injured Under Certain Circumstances

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions

This article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

Attachment 8 pg 5

(b) Payments to be Made:

In the event that any one of the losses enumerated in from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2), and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy contract GA-23000 of the Travelers Insurance Company or any other medical or Insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a).

(Employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth above."

Savings Clause

The above provision supersedes, as of date of ratification, any agreement providing benefits of a type specified above.

Attachment 8 pg 6

MEMORANDUM OF UNDERSTANDING
BETWEEN
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
REPRESENTING
Track, Bridge and Building Department Employees
AND
NEW JERSEY TRANSIT RAIL OPERATIONS

The parties hereby agree to the following terms and conditions of employment for a new labor agreement ("Agreement") for the period July 1, 2001 through June 30, 2004.

This Memorandum of Understanding is subject to ratification by the membership of the Brotherhood of Maintenance of Way Employees and final approval by the New Jersey Transit Board of Directors.

This Agreement amends the current Collective Bargaining Agreement between the parties. The rules of the BMWENJTRO Collective Bargaining Agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the Railway Labor Act as amended. The rule changes set forth in this Memorandum of Understanding shall be effective upon the date of ratification unless otherwise specified.

1. Wages

Effective July 1, 2001, all current wage rates shall be increased by three (3%) percent.
Effective July 1, 2002, all current wage rates shall be increased by three and one half (3½%) percent.
Effective July 1, 2003, all current wage rates shall be increased by three and one half (3½%) percent.

2. Moratorium

There shall be a moratorium on the serving of Section 6 Notices until April 1, 2004 any changes not to become effective July 1, 2004.

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on June 1, 2000.

For the Organization:
Brotherhood of Maintenance
of Way Employees Operations

For the Company:
NJ Transit Rail

(original signed by)
Gregory J. Barbati
General Chairman -BMWE

(original signed by)
William B. Murphy
Assistant General Manager
Labor Relations/Administration

(original signed by)
Henry Wise
Vice President -BMWE

(original signed by)
Frederick T. Danser III, Esq.
Special Counsel

(original signed by)
Vincent Apadula
Local Chairman -BMWE

(original signed by)
William Capik
Local Chairman -BMW

(original signed by)
Dominic Belmonte
Local Chairman -BMW

(original signed by)
Joseph Formato
Local Chairman -BMW

Mr. Gregory J. Barbati
General Chairman
Brotherhood of Maintenance
of Way Employees
49-51 Main Street
Clinton, NJ 08809

Dear Mr. Barbati:

This refers to the NJTRO-BMWE Collective Bargaining Agreement which has been recently updated and reprinted to include all agreed upon rules modifications.

The modifications included in the Agreement are based upon agreements reached by the parties since the agreement book was last printed. Such agreements may be in the form of memorandum of understanding, letters of understanding, etc., reached by the parties over the years.

In connection with the above, it is understood and agreed that should a situation arise wherein a rule or provision of the printed Agreement is in conflict with the provision of the original memorandum of understanding or letter of understanding, etc., the original document/agreement shall apply.

If the foregoing properly reflects our understanding, please indicate where noted below returning a copy for our further handling.

Sincerely,

I Concur:

Phillip B. Charles
Director-Labor Relations

Gregory J. Barbati
General Chairman-BMWE

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES
REPRESENTING
TRACK, BRIDGE AND BUILDING
AND
NEW JERSEY TRANSIT RAIL OPERATIONS

The parties hereby agree to the following terms and conditions of employment for a new labor agreement ("Agreement") for the period of July 1, 2004, through June 30, 2011. This Memorandum of Understanding is subject to ratification by the membership of The Brotherhood of Maintenance of Way Employees and final approval by the New Jersey Transit Board of Directors.

This agreement amends the agreement between The Brotherhood of Maintenance of Way Employees and New Jersey Transit Rail (NJTRO) as amended. The rules in the agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed in accordance with the provisions of the Railway Labor Act, as amended. The rule changes set forth in this Memorandum of Understanding shall be effective upon date of ratification unless otherwise specified.

**Memorandum of Understanding
Brotherhood of Maintenance of Way Employees
Page 2**

1. Wages

Effective January 1, 2005, all current wage rates shall be increased as follows:

Effective January 1, 2005, all current wage rates will be increased by one and one half (1.5%).

In addition, effective January 1, 2005, all employees represented by the Organization, except those dismissed for cause, will receive a lump sum payment of five hundred dollars (\$500).

Effective July 1, 2005, all current wage rates shall be increased by one and one half (1.5%) percent.

Effective July 1, 2006, all current wage rates shall be increased by one and one half (1.5%) percent.

Effective January 1, 2007, all current wage rates shall be increased by two (2%) percent.

Effective July 1, 2007, all current wage rates shall be increased by two (2%) percent.

Effective January 1, 2008, all current wage rates shall be increased by two (2%) percent.

Effective July 1, 2008, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 2009, all current wage rates shall be increased by three (3%) percent.

Effective July 1, 2010, all current wage rates shall be increased by three (3%) percent.

The retroactive wages payable due to the one and a half (1.5%) percent general wage increase effective January 1, 2005 through June 30, 2005, and the wages payable due to the one and a half (1.5%) percent general wage increase effective July 1, 2005 through June 30, 2006, and one and a half (1.5%) percent general wage increase effective July 1, 2006 to December 31, 2006, and the two (2%) percent general wage increase effective January 1, 2007 to June 30, 2007 and the two (2%) percent general wage increase effective July 1, 2007 to December 4, 2007 will be paid on or before January 31, 2008. As regards to the \$500.00 lump sum payment employees must have worked a minimum of 1,000 hours in calendar year 2004 to receive payment which shall be payable on or before December 13, 2007. The new hourly rates effective upon

ratification will go into effect on December 5, 2007.

Memorandum of Understanding
Brotherhood of Maintenance of Way Employees
Page 3

Regarding the one and a half (1.5%) percent general wage increase effective January 1, 2005, and the one and a half (1.5%) percent wages general wage increase effective July 1, 2005 and the one and a half (1.5%) percent effective July 1, 2006, and the two (2%) percent effective January 1, 2007, and the two (2%) percent effective July 1, 2007, it is agreed that retired employees and employees who otherwise left service (except for those dismissed for cause, who if reinstated will receive the increase due) will receive such payments for all hours compensated during such periods.

2. Health and Welfare Modification

The provisions of this Section 2 shall apply effective sixty (60) days following ratification with respect to hospital, surgical and medical benefits, and life and accidental death and dismemberment insurance benefits for active employees covered by this agreement as of the date of ratification:

- a. Modify COBRA entitlement of surviving spouse of active employee who is not eligible for retirement to provide six (6) months of free coverage, and thirty (30) months of COBRA coverage.
- b. Surviving spouse of active employee with at least thirty (30) years of service and at least (sixty) 60 years of age prior to death will be eligible for retiree health plan benefits.
- c. Choice of Supplemental Life Insurance of \$25,000 or \$50,000 may be made at any time when proof of insurability is provided.
- d. Effective on the 1st of the month following ratification, employee contribution towards individual health care premium will be \$75.00 per month.

\$75 Per Month

Weekly Contribution

Before Tax \$18.75

After Tax \$11.25 (for illustration purposes only)

**Memorandum of Understanding
 Brotherhood of Maintenance of Way Employees
 Page 4**

The increase in the employee contribution toward individual health insurance contributions shall be as reflected in the chart below:

<u>Effective Date</u>	<u>Employee Contribution Per Month</u>	<u>Weekly Before Tax</u>	<u>Weekly After Tax*</u>
July 1, 2008	\$77.25	\$19.31	\$11.59
July 1, 2009	\$79.57	\$19.89	\$11.94
July 1, 2010	\$81.95	\$20.49	\$12.29

* for illustration purposes only

- e. Effective with the date of ratification, the traditional health plan will not be available for enrollment to new hires. Effective July 2008, current employees will have one last opportunity to enroll in the traditional health plan. Upon completion of the 2008 enrollment period, the traditional health plan will not be available for any future enrollment(s).
- f. Employees may elect to establish a Health Care Flexible Spending Account (FSA) or a Dependent Care Flexible Spending Account (FSA) with minimum and maximum annual employee contributions as noted below.

	<u>Minimum</u>	<u>Maximum</u>
Health Care FSA	\$240	\$1000
Dependent Care FSA	\$240	\$5000

Funds remaining in a Flexible Spending Account at the end of a calendar year may not be carried into the following year and are not refundable.

- g. Carrier will provide a \$500 annual contribution to a Healthcare Flexible Spending Account (FSA) to those employees that waive all other healthcare coverage and provide proof that they have other healthcare coverage. Such employee shall not be required to pay the contribution set forth in paragraph (d) above.
- h. Dental Benefit:

Effective sixty (60) days following ratification, the annual maximum benefit of the Triple Option PPO Plan will be increased to \$2,000 for the following:

Memorandum of Understanding
Brotherhood of Maintenance of Way Employees
Page 5

Class I – Preventative and Diagnostic
Class II – Basic Restoration
Class III – Major Restoration

i. Eye Care: Rule 39

Effective as soon as practicable following ratification, the eye care provision will be changed as follows:

The maximum eye care allowances will be increased as follows:

\$75.00 for Prescription Eye Glasses or contact lenses
\$100.00 for Bi-focals or more complex prescriptions.

The maximum allowances for an eye examination will be increased to \$75.00. This payment will be made for an annual eye examination.

j. Effective as soon as practicable following ratification, oral contraceptives will be covered under the plan for female employees and eligible female dependents.

k. Effective upon ratification, employees that retire following ratification shall be eligible to receive retiree medical coverage under the Basic Plan, for the employee and his/her spouse, beginning at age 60, at no cost to the retiree or spouse.

3. Sick Leave Modifications:

Sick Leave Plan will be modified as follows:

a. Employees hired after date of ratification will be subject to the following sick leave plan:

- (1) Employees hired after the date of ratification will be eligible for one (1) sick day after four (4) months of service with one (1) additional sick day each January 1st thereafter, for a maximum allotment of five (5) days.
- (2) Employees with five (5) or more years of service will receive an annual allotment of five (5) days.
- (3) Sick days may be accumulated and carried over from year to year.

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- (4) There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at the employee's current rate of pay based on a eight-hour workday.
- b. Applicable to all employees: Effective date of ratification, all employees will have the option of receiving 100% payment for the unused sick days (up to 5 days) from the current year allotment, or placing the unused sick days in his/her sick leave reserve. Request for payment must be made by November 30th of each year to be paid on or about January 30th of the following year.
- c. Sick Leave Reimbursement (applicable to all employees):

Any employee who leaves NJ Transit service after ratification for any reason, other than termination for cause, with a minimum of ten years of continuous service at the time of separation shall be entitled to a cash severance payment of ninety (90%) percent of the daily rate of pay of all accumulated but unused sick days, to a maximum of \$15,000.

4. Supplemental Sickness:

Effective as soon as practicable following ratification, the NJ Transit Supplemental Sickness Benefits Plan will be amended. The "Basic Benefit Amount" provided for under the Plan shall be revised to reflect wage rates in effect as of July 1, 2007. Thereafter, on the first day after the final date of each contract term, the "Basic Benefit Amount" will be revised again to reflect the wage rates in effect as of the final date of the contract term.

5. Bereavement: Rule 33

Effective upon ratification add grandparents and grandchildren to the bereavement leave list of relatives.

6. Per Diem Allowance: Attachment 7

Effective as soon as practicable following ratification change the Monday through Friday per diem allowance as outlined in Attachment 7 of the June 1, 2000 Memorandum of Understanding to \$20.00 a day.

7. Meals:

Effective as soon as practicable following ratification reimbursement for meals will be \$12.00. The per diem allowance for away from home gangs, outlined in Letter No. 1, dated June 1, 2001 will be \$36.00 a day.

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8. Tool Allowance:

Effective July 1, 2008 increase tool allowance by \$25.00.

9. Vacation: Add to Rule 35

Effective the first full calendar year following the date of ratification, vacation leave shall be paid based on either (a) a weekly rate equal to one-fifty second (1/52nd) of the employee's gross annual compensation earned during the prior calendar year, or (b) a weekly rate determined as per the provisions of Rule 35(a) above, whichever is greater.

10. Job Review:

It is agreed that within ninety (90) days following date of ratification, the parties will review job titles to discuss changes in job content, job responsibilities, and job qualifications. Discussions will also focus on the bidding process and the establishment of a training agreement.

11. Moratorium

There shall be a moratorium on the serving of Section 6 Notices until April 1, 2011, any changes not to become effective before July 1, 2011.

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to changes in the Collective Bargaining Agreement reached between the undersigned on September 19, 2007.

For the Organization:

Brotherhood of Maintenance of
Way Employees

(original signed by)
William L. Capik
General Chairman

(original signed by)
Anthony Mele

For the Company:

New Jersey Transit Rail Operations

(original signed by)
William B. Murphy
Deputy General Manager

(original signed by)
Phillip B. Charles

Vice General Chairman

Director Labor Relations

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(original signed by)
Vincent Apadula
Local Chairman

(original signed by)
Agnes T. Duncan
Manager Labor Relations

(original signed by)
Steven Hoffman
Local Chairman

(original signed by)
Michael Gaspartich
Acting Sr. Director Infra. Engineering

(original signed by)
Gary Johnson
Local Chairman

(original signed by)
Doug E. Solomon, Esq.
Labor Counsel, NJTRO

(original signed by)
Robin Rossmell
Local Chairman

Approved:

(original signed by)
Henry Wise
Vice President - BMWE