



Cornell University  
ILR School

### BLS Contract Collection

Title: **New Jersey Transit Bus Operations Inc. and New Jersey Council, Amalgamated Transit Union (ATU), AFL-CIO, Locals 819, 820, 821, et al. (2003)**

K#: **820320**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

AGREEMENT

This agreement made on this <sup>25<sup>th</sup></sup> day of July, 2003, by NJ TRANSIT Bus Operations Inc., a body politic and corporate of the State of New Jersey, hereinafter called the Company or NJ-Transit, party of the first part, and the Amalgamated Transit Union, New Jersey Council and Local Division Nos. 819, 820, 821, 822, 823, 824, 825, and 880, hereinafter called the Union, parties of the second part.

WITNESSETH:

PURPOSE

That the purpose of this agreement is to provide a working understanding between the Company and the Union; to provide as satisfactory service to the public as possible; to provide as good working conditions for the members of the Union as possible and properly protect the interests of the Company, and with respect to the operation of the Company and the relations to exist during the terms of this agreement between the Company and the members of the Union, and the parties hereto mutually agree as follows:

In the event that the Company shall dispose of its transit properties and business by sale or other transfer or shall lease the same, the Company shall make it a condition of such sale or transfer or lease that the purchaser or transferee or lessee shall become a party to the Labor Agreement in force with the Union and its Divisions affected by such sale, transfer or lease.

In the event that NJ TRANSIT or a subsidiary corporation of NJ TRANSIT acquires a bus company as a subsidiary corporation in which it has a substantial interest and the subsidiary has routes competing with NJ TRANSIT routes, NJ TRANSIT will not decrease operations on routes which compete with the subsidiary company, where the effect is to increase operations of the subsidiary company for the purpose of taking advantage of lower labor costs.

## SECTION 1 - UNION-COMPANY RELATIONSHIP

### RECOGNITION

Pursuant to and in conformity with the Public Employment Relations Commission the Company recognizes the Union as the sole and exclusive bargaining agency for the employees in the units previously certified by the National Labor Relations Board.

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

### MANAGEMENT RIGHTS

The Management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, or transfer, and the right to determine the size of the working forces, are recognized to be in the Company, but each employee covered in this agreement shall have the right provided in this agreement for the adjustment of grievances.

#### A. GRIEVANCE PROCEDURE

Should any dispute or grievance arise between the Company and the Union, or any of its members, as to the interpretation, application, or operation of any provisions of this agreement, not specifically settled in said agreement, both parties shall endeavor to settle the question in the simplest and most direct manner. The procedure shall be as follows unless any step thereof is waived by mutual consent:

**First:** Such dispute or grievance is to be taken up between the employee and the Union representative and the supervisor, foreman, or department head.

**Second:** Between the President or Business Agent of the Union and/or the State Business Agent of the Union and the Division Manager or department head. Either the Company or the Union representatives may delegate their authority. The second hearing shall be held within 48 hours (excluding Saturdays, Sundays, and holidays) and if a Company representative is not available within that period, the Union may deem the second step waived. An employees' grievance shall cease to exist in the event that the Union or the grievant, or both if the attendance of both is necessary, are not available within such 48-hour period or within five (5) days thereafter (excluding Saturdays, Sundays and holidays), unless for emergent reasons.

**Third:** Between the President or Business Agent of the Local involved and/or the State Business Agent of the Union and the General Manager of the Company, provided that this step

shall have been requested, in writing, within 60 days after the dispute or grievance shall have arisen, or after complaint made by Company officials as provided hereafter in Section 1, Article B. This step may be requested immediately after conclusion of the second step hearing, if within that 60 days, and the third step hearing shall be held at the earliest mutually satisfactory time after the request. Either the Company or the Union representatives may delegate their authority. The third step hearing shall be held within 96 hours (excluding Saturdays, Sundays and holidays) after the written request for such third step hearing and if a Company representative is not available within that period, the Union may deem the third step waived. An employee's grievance shall cease to exist in the event that the Union or the grievant, or both if the attendance of both is necessary, are not available within such 96-hour period or within five (5) days thereafter (excluding Saturdays, Sundays and holidays); unless for emergent reasons.

Fourth: It is the stated intent and purpose of both parties at all times to reach agreement by negotiation between the Company and the Union, without recourse to arbitration. In the event, however, that such dispute or grievance is not settled to the satisfaction of the parties through recourse to the third step, the dispute or grievance may be referred, on the request, in writing, by any Division or the State Council of the Union, or Company, to a temporary arbitration board of two, provided, however, that such request shall have been made within 90 days after the dispute or grievance shall have arisen, or after complaint made by Company officials as provided hereafter in Section 1, Article B. The Company and the Union each shall choose one arbitrator with the party requesting arbitration designating its arbitrator first. The other shall designate its arbitrator within fifteen (15) days (excluding Saturdays, Sundays, and holidays) after receipt of the request and designation of an arbitrator. If the two arbitrators thus chosen cannot agree upon a mutually satisfactory adjustment within a period of ten (10) days after the selection of the second arbitrator, a third arbitrator shall be selected in accordance with applicable rules of the American Arbitration Association or the New Jersey Mediation Service, the choice of one or the other to be made by the defending party in the arbitration procedure. After the appointment of the third arbitrator, the Arbitration Board shall meet for the purpose of reaching a determination of the dispute or grievance, and the decision of the majority of the board, submitted in writing, to the Company and the Union, shall be final and binding upon both parties. Each party shall bear the expense of its own arbitrator, and the expenses of the third arbitrator shall be borne equally by both parties.

Authority of the arbitration board shall be limited to the determination of the dispute or grievance arising out of the interpretation, application or operation of the provisions of this agreement, on submission of the issues involved by the parties to this agreement. It shall not have any authority whatsoever to alter, amend or modify any of the provisions of this agreement.

### B. DISCIPLINE

When employees are called into the office on a charge or charges, they shall answer to such charge or charges only, provided that when complaints are made by Company officials that the employee is personally notified within 72 hours of the alleged offense, except in registration cases, the employee's two (2) days off will not be included in the computation of the 72 hours. The notice of hearing shall include the time of the incident or infraction.

Entries will not be placed against the discipline record of any employee until such employee has been given a hearing and the charge or charges have been proven. Employees shall not be suspended for incivility, minor violations or accidents, until full investigation by the Company and the Union determines the facts of the case. Where existing laws automatically provide for suspension of driver's license, they will, of course, be observed. Due consideration shall be given to the record of the employee for the past five (5) years, when determining proper discipline.

When employees are notified by written notice to come to the office to answer any charge or charges, it may be at the completion of their day's assignment, or on their swing, or before the start of their midday or night assignment, or at the completion of an a.m. tripper. When discipline is applied, any suspension or termination of service shall be effective immediately. When an employee is not permitted to start work or finish assignment, that day shall be applied to discipline. Suspensions shall cover consecutive days.

A copy of the violation slip that spells out the discipline applied by the Supervisor or Company official at the first step of the grievance procedure shall be given to the Union representatives, who shall then make a signed acknowledgment that they have received a copy.

When it is established that employees are innocent of charges against them, they shall be reimbursed for lost time as the result of a suspension or discharge.

### C. UNION SECURITY

All present employees and all new employees shall become and remain members in good standing of the Union as a condition of continuous employment with the Company. Employees entering the service of the Company shall become members of the Union after 30 days. However, the 90-day probationary period agreed to by the employee on applying for a position with the Company will be recognized.

Employees who have been recalled from lay-off and who had completed their probationary period prior to lay-off, shall not be required to serve another probationary period.

All employees of the Company who are now or may hereafter become members of the Union shall strictly observe all operating rules and regulations of the Company and all special rules of the Company and of its officials.

### D. CHECK-OFF

On the second pay day of each month, the Company shall deduct from the pay of such of its employees as may be members of the Union, their regular Union dues for the calendar month and promptly remit the same to the proper officials of the Union as designated by the latter in writing. For this purpose, the Union shall maintain and furnish to the Company a notarized list of its members in the employ of the Company together with the dues deduction in effect, not later than the last Thursday of each month.

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

Check-off of all dues must be authorized in writing by the employees and pensioners involved.

Not more than four (4) changes in the amount of dues check-off may be made in one calendar year.

### E. CREDIT UNION DEDUCTION

On each payday the Company shall deduct from the pay of such of its employees as may be members of the Credit Union an amount authorized by the employee and same shall be promptly remitted monthly to the Treasurer of the Credit Union. The amount which the employee may authorize to be deducted shall be of his/her own choosing. Credit Union will be defined as Authorized Credit Union of each Local 819, 820, 821, 822, 823, 824, 825 and 880.

#### F. C.O.P.E. DEDUCTION

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

#### G. SHORTAGES

When an employee makes an error in computation of Company receipts that results in a shortage of cash, or where they sustain any other shortage that is obvious and provable, it is agreed that the employee shall be liable to the Company for the amount of said shortage, and shall voluntarily reimburse the Company within ten (10) days after said shortage is brought to the employee's attention. When an employee has been shorted, he or she shall be reimbursed within ten (10) days after the shortage is brought to the Company's attention.

**SECTION 2 - WAGES**

**A. OPERATORS**

The wage rates for all operators shall be based upon length of service, and shall depend upon whether the employee was hired before or after June 26, 1997.

Hired Before June 26, 1997: For operators hired before June 26, 1997, wage rates shall be based upon the following six-step progression:

<u>Step</u>	<u>Length of Service</u>	<u>Percent</u>
1	First 12 Months Service	70.00%
2	12 Months to 24 Months	75.00%
3	24 Months to 36 Months	80.00%
4	36 Months to 48 Months	85.00%
5	48 Months to 60 Months	90.00%
6	Thereafter	100.00%

Hired After June 26, 1997: For operators hired after June 26, 1997, wage rates shall be based upon the following seven-step progression:

<u>Step</u>	<u>Length of Service</u>	<u>Percent</u>
1	First 6 Months Service	60.00%
2	6 Months to 12 Months	65.00%
3	12 Months to 24 Months	70.00%
4	24 Months to 36 Months	75.00%
5	36 Months to 48Months	80.00%
6	48 Months to 60 Months	90.00%
7	Thereafter	100.00%

Wage rates for operators during the length of this Agreement are fully set forth in Appendix "E", Part I.

**B. PART-TIME OPERATORS**

The wage rates for all part-time operators shall be based upon hours of work, and shall depend upon the part-time operator's date of hire.

Hired Before January 12, 1989: For part-time operators hired before January 12, 1989, wage rates shall be based upon the following nine-step progression:

<u>Step</u>	<u>Length of Service</u>	<u>Percent</u>
1	First 1,040 Hours	70.00%
2	1,040 to 1,560 Hours	78.00%
3	1,560 to 2,080 Hours	81.50%
4	2,080 to 3,120 Hours	85.00%
5	3,120 to 4,160 Hours	87.50%
6	4,160 to 5,200 Hours	90.00%
7	5,200 to 6,240 Hours	92.50%
8	6,240 to 7,280 Hours	95.00%
9	Thereafter	100.00%

Hired Before June 26, 1997: For part-time operators hired after January 12, 1989 and before June 26, 1997, wage rates shall be based upon the following six-step progression:

<u>Step</u>	<u>Length of Service</u>	<u>Percent</u>
1	First 2,080 Hours	70.00%
2	2,080 to 4,160 Hours	75.00%
3	4,160 to 6,240 Hours	80.00%
4	6,240 to 8,320 Hours	85.00%
5	8,320 to 10,400 Hours	90.00%
6	Thereafter	100.00%

Hired After June 26, 1997: For part-time operators hired after June 26, 1997, wage rates shall be based upon the following seven-step progression:

<u>Step</u>	<u>Length of Service</u>	<u>Percent</u>
1	First 1,040 Hours	60.00%
2	1,040 to 2,080 Hours	65.00%
3	2,080 to 4,160 Hours	70.00%
4	4,160 to 6,240 Hours	75.00%
5	6,240 to 8,320 Hours	80.00%
6	8,320 to 10,400 Hours	90.00%
7	Thereafter	100.00%

Wage rates for part-time operators during the length of this Agreement are fully set forth in Appendix "E", Part I.

#### C. RETIREES HIRED AS PART-TIME OPERATORS

Wage rates for retirees hired as part-time operators during the length of this Agreement are fully set forth in Appendix "E", Part I.

#### D. SEASONAL OPERATORS

Wage rates for seasonal operators during the length of this Agreement are fully set forth in Appendix "E", Part I.

### SECTION 3 - SCHEDULES

A

Regular runs shall consist of work assignments paying not less than eight (8) hours and having no more than a 2-hour swing. Runs may consist of assignments of six (6) hours but less than eight (8) hours and in such cases shall pay eight (8) hours. Except on pull-in trips and certain late runs, relief shall be made as soon as possible after seven (7) hours and forty-five (45) minutes of work. Any straight piece of work of at least seven (7) hours shall not be combined into a swing run. However, pieces of work between six (6) and seven (7) hours may be combined with other pieces of work to form swing runs. At least 66% of these regular runs must be straight runs and the balance, or 34%, will have no more than a 2-hour swing. The Company agrees to make on each schedule the maximum number of such regular runs.

The Company shall have the right, after a schedule is broken in accordance with the percentages for straight and swing regular runs, to add one additional regular swing run, if applicable, instead of using the pieces for making combination runs.

#### B

In addition to regular runs, all other combinations of two or more pieces of work totaling at least six (6) hours but less than eight (8) hours with spread of not over twelve (12) hours will be made into runs to pay eight (8) hours. Where two or more pieces of work totaling at least six (6) hours but less than eight (8) hours, an additional piece of work cannot be added. Additional half time after a spread of ten (10) hours and thirty (30) minutes will be paid. Such spread runs may be formed of pieces from more than one line.

In addition to combination runs, all pieces of scheduled line work totaling at least six (6) hours but less than eight (8) hours shall be paid eight (8) hours.

#### C

Where local conditions warrant, after all combination runs are made in accordance with Paragraph "B", combinations of two (2) or more pieces of work totaling at least six (6) hours but less than eight (8) hours with spread of not over thirteen (13) hours may be made into runs to pay eight (8) hours at the request of a Local Division of the Union.

D

Straight runs are to be divided as evenly as practicable between day and night runs.

E

The Company agrees not to cut the pull-in or pull-out time below the actual running time from point to point. If, however, the route of pull-in or pull-out vehicles leaves the regular route of a line, running time for pull-ins and pull-outs will be determined.

F

Where scheduled runs have more than one swing, the shorter additional swing or swings must be paid for. All swings are to be completed by 9:00 p.m.

G

Holiday schedules will be posted for pick at least three weeks prior to the Holiday, or at the general pick, except at fall off garages where the Holiday schedules will be posted at the general pick. Method of picking will be determined by Local Union autonomy. If this paragraph is violated by the Company, the right to post Holiday picks three weeks before the Holiday will terminate and all Holiday picks will be required to be posted at the general pick for all garages.

If a bonafide dispute arises concerning the occurrence of a violation, the matter may be submitted directly to arbitration at the request of either party pursuant to the applicable terms of this agreement.

H

The matter of straight or swing runs on Sunday schedules is to be decided on a garage basis.

I  
Any schedule which may be considered objectionable shall be subject to check and revision at the request of the Union promptly.

J  
The practice of indiscriminate patching of schedules is to be discontinued except in agreed-upon emergencies.

K  
All trippers, excluding school trippers, shall be paid a minimum of one (1) hour.

#### SECTION 4 - WORKING CONDITIONS

##### A. OVERTIME

For regular operators, the overtime rate of time and one-half to begin after the completion of eight (8) hours work per day during the five (5) working days of the week, or after the completion of the run, whichever is the shorter.

For extra operators, the overtime rate of time and one-half to begin after eight (8) hours work per day or the completion of the run, whichever is shorter.

Time and one-half will not be paid more than once for the same working time and if an operator shall claim time and one-half on more than one basis, that giving the larger amount shall be used.

##### B. EXTRA TRIPS

All operators who are called upon to work an extra trip or trips or to do any extra work, in addition to the regular runs to which they are assigned, shall be paid time and one-half for all such work.

##### C. TRAVELING TIME

If operators in regular service lay up their bus or car, or swings, or is relieved, at a point other than their own garage or car house, they shall be paid running time from the point at which said vehicle is laid up to their garage or car house, the maximum time to be one (1) hour and thirty (30) minutes in each direction. If the swing is less than the above-mentioned traveling time, the swing is to be paid. The one (1) hour and thirty (30) minutes given herein shall not place a limit on the payment of traveling time involved in one direction.

#### D. WAITING TIME

When the break between the completion of a run, a piece or pieces of work or a charter trip paying at least eight (8) hours and the beginning of a tripper or a short charter, or the completion of a short charter or a tripper and the beginning of a run, a piece or pieces of work or a charter trip paying at least eight (8) hours, is thirty (30) minutes or more but less than one (1) hour, operator shall be paid thirty (30) minutes for such time; when the time is one (1) hour or more the operator shall be paid one (1) hour waiting time at the regular rate.

#### E. WORK BOARD

Except in emergencies, the work board for all assignments for the following day shall be posted daily by 4:00 p.m. Any change in tables must be specifically stated.

#### F. CANCELLATION OF WORK

Regular operators ordered to report for regular or tripper service and who do so report, but are not permitted to work such regular or tripper service, shall be paid for the work assigned, but may be required to do other work during the time for which they are paid. A normal work week for regular operators shall consist of five (5) consecutive days with a minimum of eight (8) hours per day.

Operators, when taken from regular assignment to work another assignment paying less, shall be paid the equivalent of the original assignment. In addition, pay at time and one-half shall be paid for all work performed before or after the operator's regular normal working time.

#### G. DELAY TIME

In cases where allowance time is being paid, delay time will not be paid on the first half of a swing or combination, except to the extent it exceeds the allowance time. This will not apply on the completion of a day's assignment.

#### H. INSTRUCTION TIME

Operators shall receive 50 cents per hour in addition to their regular compensation while instructing students. Instructing operator shall not be charged with accidents of student or operator being instructed except when instructing operator is negligent and contributes to the accident.

### I. WORK ON A DAY OFF

Operators who accept an assignment to work on a regular day off shall be paid one (1) hour at time and one-half if they are notified before they leave home that the assignment has been canceled. If they report for work, they will be guaranteed two (2) hours at time and one-half. If they work, they will be guaranteed at least eight (8) hours pay at time and one-half.

Payment for work on a day off shall be at straight time if the employee does not work the five regularly scheduled work days in the week involved. This does not apply to an employee who may be properly excused or is absent due to a documented illness, or who is absent due to a disciplinary suspension in that week.

### J. WORK ON A HOLIDAY

Regular operators falling out on holidays and who are ordered in and who report for work shall be guaranteed work paying eight (8) hours or more. Regular operators falling out on holidays may volunteer to work assignments paying less than eight (8) hours.

### K. MEAL ALLOWANCE

Effective January 4, 2003, the meal allowance for all meals (breakfast, lunch and dinner) shall be increased to \$7.00, and shall be paid on any occasion when:

1. Operator is ordered to work through swing.
2. Initial relief is not made and operator is required to work in excess of the time necessary to serve passengers from and to the relief point. This provision also applies when operators, at the end of their day's work, fill in for a run or makes a relief that has been missed.
3. Operators, after completion of regular or combination run, are given additional non-scheduled work because business is so heavy and operators do not have time for their regular meal hour.
4. Operators work five (5) hours in addition to their regular run.
5. When operators are used in emergencies during snowstorms, present practices of allowing meals shall apply.
6. An operator is entitled to a meal ticket after 13 hours of work time.
7. Not more than one (1) meal ticket may be allowed for the same time period.

All payments made under this section will be included in the employees normal payroll check.

#### L. NAME PLATES - BADGES

Operators when engaged in service shall display the Company issued identification plate in holder in vehicle. Operators can use either employee number or name.

#### M. PACKAGE EXPRESS

When operators are required to handle heavy or bulky packages or several individual packages, they shall be assisted by available Company personnel.

### SECTION 5 - SNOW WORK (EMERGENCIES)

Operators being used in emergencies for snow work shall be paid time and one-half rate for actual working time and regular platform rate for waiting time except where such waiting time is after the completion of operator's regular run or in excess of the time called for by the operator's regular run whether the run is actually worked or not, when the overtime rate will apply.

### SECTION 6 - UNIFORMS

The Company shall furnish each operator who has been employed by the Company a period of 90 days a uniform containing a Union label consisting of a jacket, 5 shirts (3 summer-2 winter), a tie, 2 pairs of trousers and a cap.

Effective with the Uniform Allowance payable in April 2003, the Uniform Allowance will be increased from \$350.00 to \$375.00. Three Hundred twenty-five (\$325.00) of which will be in the form of a voucher, and fifty (\$50.00) by check, both of which will be paid on the first Friday of April each year. A new employee who has never been issued a uniform who enters a position requiring them to wear a uniform between January 1st and March 31st of any year will be issued a full uniform, but will not become eligible for the uniform allowance until one year from April 1st of the year in which the uniform was issued. The Uniform Allowance can also be used for company approved shoes and belts.

All operators will be required to wear their uniform while on duty.

## SECTION 7 - ALLOWANCES

### A. VACATIONS

(a) The Company agrees to grant one (1) week's vacation of forty (40) hours at their regular rate to all operators with one (1) year of service. The Company agrees to grant two (2) weeks' vacation of eighty (80) hours at their regular rate to all operators with two (2) years of service. The Company agrees to grant three (3) weeks vacation of one hundred twenty (120) hours at their regular rate to all operators with five (5) years of service. The Company agrees to grant four (4) weeks' vacation of one hundred sixty (160) hours at their regular rate to all operators with ten (10) years of service. The Company agrees to grant five (5) weeks' vacation of two hundred (200) hours at their regular rate to all operators with twenty (20) years of service. The Company agrees to grant six (6) weeks' vacation of two hundred forty (240) hours at their regular rate to all operators with thirty (30) years of service.

(b) An employee voluntarily transferring to another location will be required to repick any remaining vacation at the new location. This does not apply to employees bidding to follow their work.

(c) All garages shall be allowed to cover vacations by vacation relief bids at all general picks.

(d) Seniority, as established in SECTION 10 a., will be used to bid vacations.

(e) In order to be eligible for a vacation, an employee must have worked a minimum of 75% of his scheduled workdays in the year preceding the vacation period.

### B. TIME FOR REPORTING AND TURNING-IN

All operators will be expected to report five (5) minutes before pull-out time of each assignment and shall be paid for such time with a minimum of ten (10) minutes per day.

Operators shall also be paid ten (10) minutes turn-in time for each day on which they perform platform work. However, operators on exact fare lines who are not required to turn-in to a receiver will not be paid turn-in time.

It is understood that turn-in time will continue to be paid to any operator on any line who is required to turn-in to the receiver.

### C. BREAKING-IN TIME

Regular or extra operators ordered to break in on newly established lines or equipment of a different type when placed in service, shall be paid at their regular rate of pay, for a reasonable length of time.

Operators transferring from one location to another at their own request shall qualify on all lines and equipment at the instruction rate.

### D. ACCIDENT REPORT TIME

Operators shall be allowed twenty (20) minutes for making out each accident or witness report. All statements to Claim Department investigators shall be paid actual time with a minimum of fifteen (15) minutes and a maximum of sixty (60) minutes.

### E. EXPENSES

Expenses incurred while in line of duty must be refunded on the day incurred when possible but not later than the following morning by the Company at the station where operator turns in.

### F. REST TIME

When the rest period between the time of terminating one day's work and the time for reporting for the next day's work is less than ten (10) hours, an addition to pay shall be allowed as follows:

For the first 29 minutes below 10 hours	- None
From 30 minutes to 1 hour 29 minutes below 10 hours	- 15 minutes
From 1 hour 30 minutes to 2 hours 29 minutes below 10 hours	- 45 minutes
From 2 hours 30 minutes to 3 hours 29 minutes below 10 hours	- 1 hour 30 minutes
For each succeeding hour below 10 hours	- Additional 1 hour

When operators have their days off, the intervening time between the end of one day's work, the days off, and the reporting time for the next day should not be less than fifty-four (54) hours. If it is less than fifty-four (54) hours, the above allowances will apply for corresponding hours below fifty-four (54) hours.

When operators work on their first day off, the intervening time between the end of that day's work, the second day off, the intervening time between the end of that day's work, the second day off, and the reporting time for the next day should not be less than thirty-four (34) hours. If it is less than thirty-four (34) hours, the above allowances shall apply for corresponding hours below thirty-four (34) hours.

When operators go from a night run to a day run where the interval between the end of the night run and the beginning of the day run is at least eight (8) hours, they shall be paid appropriate rest time. When the interval is less than eight (8) hours they cannot pick up their new run until the lapse of eight (8) hours.

## SECTION 8 - EXTRA LIST

### A. GUARANTEE TIME

Extra operators who answer all roll calls or assignments for five (5) full days shall be guaranteed thirty-eight (38) hours pay per payroll week at the prevailing line rates, with a minimum of four (4) hours per day, including holidays.

If operators fail to answer a roll call on any one day or days, the guaranteed amount shall be reduced only in the proportion that the roll calls which they fail to answer shall bear to the total number of roll calls during the day or week.

In the computation of guarantee time for extra operators only actual hours and not equivalent straight time hours shall be used. The twenty (20) minute allowance for reporting and turning-in shall not be used in the calculation of guarantee.

For the purpose of computing guarantee time for extra operators, when a holiday occurs on a day not a regular day off, the actual hours worked shall be used.

In the event there are not sufficient assignments for extra operators at a garage when the paid holiday occurs on a day other than their regular day off, each operator not needed shall be notified the night previous that they are excused for that paid holiday and their weekly guarantee shall be adjusted proportionately.

All regular operators who are serving on the extra list under penalty shall receive the same privilege as extra operators in good standing.

### B. ROLL CALLS

Day operators shall make 5:00 a.m., 6:00 a.m., and 10:00 a.m. roll calls. Night operators shall make 12:00 noon, 2:00 p.m., and 4:00 p.m. roll calls.

Day operators required for afternoon trippers must be assigned those trippers by 10:00 a.m.

— An operators serving on the p.m. roll call shall be assigned or excused by the time the last run or tripper pulls out.

No operator shall be assigned to a night run after reporting for 5:00 a.m. or 6:00 a.m. roll call.

Time of roll calls may be adjusted to meet local conditions but may not exceed the number of calls designated on previous page.

Extra operators not on roll call and who work two or more pieces of work shall be paid additional half-time for work after completion of 10 hours and 30 minutes span of work.

Extra operators on roll call shall be paid additional half-time for work after completion of 10 hours and 30 minutes span of work beginning from time of their first roll call.

Extra operators on roll call shall be paid for all time at straight time rate before receiving regular assignment or being released. Such time shall be included in computation of daily and weekly guarantee time.

The work list for extra operators shall be rotated each day in accordance with systems now in effect in each local division and as approved by the State Council and the Company. When extra operators are booked for a regular run, working conditions of regular operators shall apply to all work performed on that day.

## SECTION 9 - OPERATOR'S WAGE FOR TOURS AND SPECIAL SERVICES

### A

On all charter orders, 25% will be paid on the net total. (The net total is the total remaining after all charges are deducted; e.g., tolls, parking, permits, commission, etc.)

B

In those cases where more than one operator is required, the wage resulting from the above percentage will be pro-rated between the operators based on the number of hours each worked.

C

In cases of continuous driving where buses are chartered on an hourly rate or for emergency shuttle service (rail, etc.), the operator will be paid \$10.00 per hour for the first eight (8) hours and time and one-half thereafter.

D

No Company official or Shopman shall operate, in revenue service, a chartered or special bus while there are regular or extra operators available.

E

Charters originating in territory served by any of the Union Divisions shall be worked by members of the Division in that territory.

F

When a chartered trip of less than eight (8) hours' pay time is combined with a line tripper and the combination exceeds eight (8) hours, the portion of time of the tripper by which the eight (8) hours is exceeded shall be paid at time and one-half.

Rest time shall not apply to chartered trips and tours, except when an operator moves from one order to another different order.

G

An operator on a multiple-day trip departing at 6 p.m. or earlier shall be given a meal allowance.

An operator on a multiple-day trip finishing 7 p.m. or later shall be given a meal allowance

H

Qualified operators soliciting and obtaining a chartered trip which involves one of their regular days off shall be permitted to operate the trip.

### I. CHARTER BOARD

It is agreed that a Charter Board may be operated at a location at the option of the Union Local subject to conditions set forth in the Agreement.

In addition to these conditions, the Company shall determine the number of positions and days off to be posted on the Board.

It is understood that when there is insufficient or inadequate charter work available at their location, employees bidding upon the Charter Board will be assigned work from the Extra Board.

All other rules and regulations applying to the present Charter Board operations will continue in existence.

All Charter Board operators will be qualified as required on all equipment normally used in Charter operations.

### OPERATOR'S WAGE FOR TOURS, SPECIAL SERVICE AND MULTIPLE DAY CHARTERS

One Hundred Dollars (\$100.00) per day (up to 12 hours) and \$10.00 per hour for each additional hour beyond 12 hours. This provision shall not apply to special services that are presently paid at line rate (Time Out, Time In). One-day trips under 10 hours will be paid at the rate of \$10.00 per hour.

### OPERATOR'S LODGING AND MEALS

Operators on multiple-day trips shall be provided satisfactory hotel or motel accommodations and shall be given a meal at regular meal times, but not to exceed three (3) meals for each full day away from home. When the Company has arranged with chartering party to provide lodging and meals for operators, no lodging or meal allowance shall be paid, except in unusual circumstances, which will be handled on an individual basis. Meal allowance under this provision shall be \$2.50 for breakfast, \$4.00 for luncheon and \$6.00 for dinner. Effective January 4, 2003, the meal allowance for all meals (breakfast, lunch and dinner) shall be increased to \$7.00. No meal allowance shall be given for one-day chartered trips.

### BREAKDOWNS

In the event a mechanical breakdown occurs on the return portion of a charter trip, operator will be reimbursed at the rate of \$10.00 per hour for each hour after the first hour of the delay beyond the calculated pull-in time of the charter.

### CHARTER CANCELLATIONS

If operators assigned to work a charter are notified of a cancellation before they leave home, no payment will be made. If the operator reports to work and the charter is canceled, the operator will be paid \$20.00. If the operator works any part of the charter and it is then canceled, the operator will be guaranteed at least \$50.00, or \$10.00 per hour, whichever is greater.

### PART-TIMERS

Part-time operators who work a charter, tour or special service will be paid at the above rates or at their applicable hourly rate, whichever is lesser.

## SECTION 10 - SENIORITY AND BIDDING OF RUNS

### A

Seniority within a garage shall be established by continuous service in that garage except as otherwise provided in Paragraph C (transfer of operators) and SECTION 12 LAY-OFFS.

### B

Operators shall choose work by seniority as established in Paragraph A.

1. All regular passenger runs including those on holiday schedules will be put up for bid four (4) times a year: January, April, June and September. These dates may, at the option of the Company, be extended two (2) weeks beyond the end of particular month.
2. The bidding in of all runs will be allowed when new runs are established or existing lines shortened, extended or changes made in schedules.
3. Representatives of the Union may be present at such bidding in, if desired.
4. All runs shall be posted at least four (4) days before anyone shall be obligated to pick.

5. In the event of a discharge of an operator and an appeal is taken under the provisions of this agreement, their run shall not be posted until a final decision has been reached in his case. The present practice of the Company, in temporarily filling vacancies until the next general pick occurs, is to remain in force.

6. While a general pick is going on, the Company will not post new tables.

7. It is understood that at least 10% of the operators at the garage affected must pick each day, however, in any case, no more than twenty-five (25) operators shall be required to pick in a given day. No one will be required to pick on Saturday, Sunday or Holidays, except in an emergency.

8. Every effort must be made to contact operators away sick or on vacation.

9. The Company will be permitted a "same day only pick" on three (3) occasions each year, subject to the following rules:

- a) A pick will only be run as a result of the Company cutting work from the regular schedule;
- b) In garages with the fall out system, the pick shall be posted with the regular pick;
- c) In garages that have the holiday pick system, the pick shall be posted at least three weeks in advance;
- d) Operators who pick to be off shall receive eight (8) hours pay for the day;
- e) All other operators that are scheduled to work that day shall pick by seniority for the work that is available;
- f) After a "same day only pick" is completed, the Company shall not assign operators picking to be off unless an emergency occurs.
- g) Depending upon the types and levels of service cuts scheduled for "same day only picks," garage maintenance staffing will be looked at on a garage by garage basis and a pick posted. Employees choosing to be off will be paid for eight (8) hours. The actual number of staff reductions and their distribution across classifications will be vested with management. Picks will be posted as per current practice, location by location.

Where operators are compelled through the consolidation or amalgamation of garages, car houses, or divisions of the Company to change from one to the other, they shall carry their seniority rights with them. Where lines are transferred from one garage to another, operators who transfer with the lines shall also carry their seniority with them but must remain on these lines until the next general pick.

Before the Company can move a line from one location to another, a full general pick must be first posted in the garage the line is moving from. All employees must then bid on all jobs. Where such consolidation or amalgamation causes undue hardship and the employee shows cause, the Company agrees to pay for reasonable moving expense incurred by the employee in following their work.

When a run is transferred from one garage to another, an operator will pick to go with the run. For every three (3) runs, four (4) operators will be allowed to pick. For every six (6) hours of additional work one (1) additional operator will be permitted to transfer with this work. In each of these situations, operators transferring shall carry their full seniority with them.

Employees who may be forced to follow work by transferring to other locations may return to their original location, when an opening occurs, with full seniority rights.

### SECTION 11 - DAYS OFF

The Company will allow regular operators two (2) consecutive days off duty in every seven (7) days or payroll week. For those whose runs fall out on Saturdays and Sunday, those days will be considered their days off. For those whose runs fall out on Saturday or Sunday, that day will be considered one of their days off. All other days off are to go with the run assignment.

Extra operators, by seniority, may select days off from available days. Split days off, one of which shall be a Sunday, will be kept to a minimum but shall not affect more than 40% of the total number of extra operators in each garage.

### SECTION 12 - LAY-OFFS AND TRANSFERS

#### A. LAY-OFFS

Where there is a lay-off of operators, the last operator hired shall be the first operator laid-off. This shall be accomplished in the following manner:

1. The seniority principle will be applied by having employees with greater Company seniority within a garage, "bump" employees with lesser seniority in the same garage until the last hired employee within the particular garage is laid off. Such a laid

off employee shall be entitled to "bump" any employee with lesser seniority in any other garage of the Company's Operating Division and then in any garage of the Company.

2. When a transfer of an operator from one garage to another is necessary to accomplish such lay-off, the operator so transferred shall return to the operator's original location with full seniority rights when the first opening occurs. However, they shall sign a waiver relinquishing all claims to seniority rights at the original location when they choose to remain at the location to which they were transferred.

3. In the event of transfer of employees between garages as aforesaid, on account of a lay-off, employees so transferred shall retain their bidding date seniority at their new garage for all purposes.

#### B. TRANSFERS

1. If the Company determines to reduce its operators work force in a given garage, but has an opening in other garage within its same operating division, then the last senior operator(s) in that garage affected by such reduction in work force shall be subject to transfer as follows:

2. The Company will, in advance, post both the number of operators to be affected by the reduction and the number of openings for operators available in other garages within the same Company division, designating such openings.

3. The least senior affected operator(s) may pick, according to seniority, the open positions and be transferred with their then existing bidding rights. Those operators with three (3) months service or more choosing not to pick an open position shall have the right to "bump" any operator within the same Company division according to seniority, carrying with them their then existing bidding rights.

4. Employees affected by such a transfer may return to their original location with full seniority rights when the first opening occurs. However, they shall sign a waiver relinquishing all claims to seniority rights at the original location when they choose to remain at the location to which they were transferred.

5. Request Transfer: When operators request a transfer to another garage and the request is granted, they retain all Company seniority except for bidding purposes. In the event of a lay-off, their Company seniority shall prevail.

**PROVISIONS FOR EMPLOYEES OF MAINTENANCE DEPARTMENTS**  
**SECTION 13 - GENERAL PROVISIONS FOR GARAGES, CITY SUBWAY,**  
**GENERAL OFFICE BUILDING, GENERAL SHOPS, AND STORES**  
**DEPARTMENT**

**A. OVERTIME RECORDS**

Information concerning overtime and special time worked shall be made available for any employee or Union representative who desires to check such time. The Company shall post a list of personnel; who were engaged in overtime work on the previous day, at the office window of all maintenance facilities.

**B. HOLIDAY WORK**

All holiday work lists shall be posted seventy-two (72) hours previously. If an employee scheduled to work is unable to do so, a substitute may be assigned.

**C. WEARING APPAREL**

Lightweight yellow jackets, pants and hats, galoshes, rubber aprons and gloves provided by the Company, shall be made available to each employee who is required to work outside in inclement weather or who is employed in fueling or washing cars and buses or operating steam cleaners. Goggles to fit over eyeglasses shall be made available at garage storerooms. Helmets and liners will be made available for employees required to work in pits.

Employees shall be held responsible for loss of foul weather gear and shall leave such foul weather gear on Company premises when not on duty.

The Company will allow permanent employees four (4) sets of rental coveralls, shirt and pants, or shirt and apron, each week after they have been in service thirty (30) days. The Company will provide a reasonable number of spare sets of coveralls for use when necessary. The material of the uniforms will be 100% cotton providing the rental companies can provide cotton. The cotton uniforms will be replaced every six (6) months. In addition to the regular Maintenance uniform, the Company will supply a warmer outer garment to all Maintenance employees required to work outside as a part of their normal duties.

All employees to whom such rental apparel has been issued shall be required to wear such apparel during work hours and shall leave the apparel on Company property at all other times.

#### D. EQUIPMENT/TOOLS

The Company shall provide droplights, tape, hacksaw frames and blades, special tools, files, drills, hammer handles of all sizes, wire pliers, wheel dollies and flashlights and batteries when conditions warrant, or other special equipment needed.

Each repairman and mechanic shall be required to submit a list of their tools. This list shall be signed and dated by the Foreman, and a copy thereof supplied to the Union.

Effective for the tool allowance payable in December 2003, the Company will provide each repairman and mechanic with a \$350.00 annual tool allowance which will be paid in the second pay week of December and will provide metric tools as required.

The Company will provide a \$75.00 Safety Shoe Allowance for all Maintenance Department employees and further provide that Cleaners/Custodians, Mail Clerks, Central Stores Clerks, and Warranty Clerks, with at least one (1) year of service will be entitled to the Safety Shoe Allowance. This allowance will be paid in the second pay week of December.

#### E. MEAL ALLOWANCE

On special occasions or when overtime is necessary and employees do not have time to go home for their meal, the Company will pay a meal allowance of \$2.00 for breakfast, \$3.00 for luncheon, and \$5.00 for dinner. Effective January 4, 2003, the meal allowance for all meals (breakfast, lunch and dinner) shall be increased to \$7.00.

This will apply only when three (3) hours or more overtime work is performed. Employees who are used for two (2) hours over time work shall be used for at least one (1) more hour overtime work. A relief period may be allowed for this meal between the completion of the regular time and the beginning of the overtime. An additional meal allowance will be paid when an employee works five (5) more hours of overtime after the first three (3) hours of overtime. All payments made under this section will be included in the employees normal payroll check.

## F. TEMPORARY ASSIGNMENT

When employees with a lower department pay rate are assigned to work on a with a higher rate of pay, they shall be paid at the higher rate. When the rate is low they shall retain their own rate.

Employees temporarily assigned to supervisory work or who are assigned supervisory duties for one or more days in the absence of supervisory employees shall be paid \$4.00 per day in addition to other pay received under contract provisions.

## G. FOREMEN

(a) The Company agrees that it will not allow Foreman or Management personnel to participate in any physical labor that will take any work away from the regular employees.

(b) The Company will not assign a working foreman to a shift where a full time Foreman or Assistant Foreman is in direct charge.

## H. ALLOWANCE TIME

Ten (10) minutes shall be allowed to employees at the end of their day's work to wash, make out time slips and put their own tools away. Employees shall not perform any of these duties prior to the ten (10) minutes allowed.

## I. EMERGENCIES

All work performed by an employee in an emergency call, i.e., when the employee is called out when off duty, shall be paid a minimum of three (3) hours at the rate of time and one-half. When employees are used for such emergency call they must not be excused for the regular day's work if they desire to report for their regular work. These employees shall be permitted to work additional time after their regular work if they so elect and if they have worked less than three (3) hours emergency work before their regular work.

Two (2) employees shall be assigned to road calls on major highways, turnpikes and parkways, and on other road calls where the services of two (2) employees are required. An operator can be used as one of the employees if Maintenance employees are not available.

Any hourly bargaining unit employee may be assigned to pick up parts.

### J. OVERTIME

Any employee shall have the right, if they so desire, to pass up overtime, provided another qualified employee in the same classification is available to do such work.

Employees required to work on their scheduled day off, will be paid time and one-half for such time, provided they have completed all five (5) of their scheduled work days, unless, the employee is properly excused, or is absent due to a documented illness, or who is absent due to a disciplinary suspension in that week.

All employees who pass the ARAT Program will be entitled to a one time tool allowance of \$100.00.

If an employee hired after ratification of this agreement fails twice to prove their qualifications for a position they will be barred from further promotion to that position unless they submit to the Company a Certificate of Completion of an outside course of instruction in automotive skills and/or technology which indicated that their skills have been enhanced.

Similarly, subject to approval by both parties, Maintenance Men will increase from one classification to another each six (6) months so that employees doing the same work will reach the same maximum rate.

#### B. HOURS

A working day shall not exceed eight (8) hours per day completed within eight and one-half (8 1/2) consecutive hours. Five (5) days a week shall constitute a working week. Hours of shifts shall be adjusted to meet local conditions subject to the approval of both parties.

#### C. OVERTIME

Employees required to work in excess of eight (8) hours per day will be paid time and one-half for such excess time. Employees required to work on their regular days off will be given eight (8) hours work at time and one-half unless they desire to work a shorter time. If they desire to work less than eight (8) hours, they will be paid for actual time worked at time and one-half. Time and one-half will not be paid more than once for the same working time and, if an employee shall claim time and one-half on more than one basis, that giving the larger amount shall be used. The Company shall post a list of personnel who were engaged in overtime work on the previous day, in the office window of all Maintenance facilities.

#### D. DAYS OFF

Seniority, as defined by Local Union Division-below, shall be used in the selecting of consecutive days off, shift, and jobs, twice a year, June 1st and October 1st, or when an emergency occurs, to be effective on the first Saturday thereafter. Employees changing shifts or jobs must be capable of performing properly the work attached to the job picked.

They shall be paid at the prevailing rate for the work performed. Work presently held by employees who cannot drive or perform roadwork shall be excluded from picks.

The selecting of jobs, however, shall not restrict the Company from moving an employee from one job to another in emergencies, within or lower than their own job classification within their garage.

Local divisions may continue to use classification or Union division seniority, within a classification, within a garage.

Rate or classification seniority  
will be used in these divisions:

819, 823 and 824

Local division seniority will be  
used in these divisions:

820, 821, 822, 825 and 880

All employees in a classification can be used as vacation or sick relief replacement within or below their classifications, within their location by reverse classification seniority. This provision applies to all leaves of absence (including, but not limited to Military leave and disciplinary suspension) and short term vacancies.

#### E. TRAVELING TIME

Employees sent out from their garage or City Subway on Company business shall be paid from the time they leave the garage or City Subway until they return.

#### F. SENIORITY

Seniority shall prevail in all Local Union Divisions. In the event of a lay-off seniority principle will be applied in the following manner:

1. By having employee with the greater Local Union Division seniority within the classification affected, "bump" the employee with the lowest Union Division seniority within the classification throughout the Local Division.

2. If employees affected in aforesaid lay-off choose not to "bump" in another garage or their Local Division, they may choose to "bump" down into the next lower classification, and by so doing, remain in their garage.

3. By having employee with the least Company seniority in the Local Union Division "bump" any employee with lesser seniority in any other garage of the Company's operating division, and then in any other garage of the Company.

4. The last employee to be "bumped" within the jurisdiction of any Local Division shall have the right to "bump" the last employee hired by the Company in the Maintenance Department wherever located.

5. In the event of transfer of employees between garages as aforesaid on account of a lay-off, employees so transferred shall retain their then existing seniority at their new garage for all purposes.

6. Employee in Mechanic A classification shall not be reduced to a lower classification in wage rate. Employees in the Repairman A classification for five (5) or more years in the Maintenance Department will not be reduced more than two (2) classifications in wage rate when they are assigned to other jobs.

Employees shall have the right to return to their original location when a vacancy occurs in their classification. Employees not desiring to return shall sign a waiver relinquishing all claims to seniority rights in their original location.

#### G. VACANCIES

All vacancies in any department shall be filled by promoting regular employees, provided they are qualified. Foreman and Union Representatives shall determine within thirty (30) days whether an employee is qualified or not. Employees failing to qualify within the thirty (30) day period shall be moved back to their former job. The thirty (30) day period may be extended by mutual consent. Employees bidding on a vacancy shall retain the rate of their former position until qualified in the new position. Upon qualification, an employee shall be paid the new rate retroactively for the thirty (30) day qualification period.

Employees who fail to prove their qualifications after thirty (30) days in a new position shall be moved back to their former position and must remain in that position for a minimum of one year.

If an employee hired after ratification of this agreement fails twice to prove their qualifications for a position they will be barred from further promotion to that position unless they submit to the Company a Certificate of Completion of an outside course of instruction in automotive skills and/or technology which indicated that their skills have been enhanced.

Ability and merit being sufficient, seniority shall govern promotions.

Employees promoted to Repairman C shall pass an examination, ninety (90) days after such promotion, to determine their aptitude and ability to perform Repairman's work. Employees failing such examination shall be moved back to their former position.

Incapacitated bus operators who have been disqualified from driving buses, but who are qualified physically to perform the work normally assigned to Garagemen/Cleaners shall be given preference in filling vacancies in this classification. Incapacitated bus operators who have been disqualified from driving buses but who are qualified physically and who have been disqualified from driving buses but who are qualified physically and who have been approved to drive buses on or adjacent to Company property and can perform the work normally assigned to Utilitymen/Servicemen shall be given preference in filling vacancies in this classification.

An open Repairman's job within a Local Union Division shall be bid on by any employee with the greater Local Union Division seniority. This shall apply only to Utilitymen/ Servicemen and Garagemen/Cleaners.

#### H. VACATIONS

Vacations shall be granted as provided in SECTION 7A. sub-paragraphs (a) and (b) for operators.

Vacations are to be chosen according to seniority based on local past practice. Either one of the following may be used:

1. Rate or classification seniority or
2. Garage seniority

## SECTION 15 - SPECIFIC PROVISIONS FOR THE GENERAL SHOPS

### A. WAGES

The wage rates of Maintenance Department employees in the General Shops shall be as set forth in Appendix E, Part III.

### B. HOURS PER DAY

A working day shall be eight (8) hours per day completed in eight and one-half (8 1/2) consecutive hours.

### C. HOURS PER WEEK

Five (5) days a week, forty (40) hours from Monday to Friday, inclusive, unless broken by a legal holiday, shall constitute a working week for the General Shops and Stores Department. Five (5) days a week, unless broken by a legal holiday, shall constitute a working week for Watchmen.

### D. OVERTIME

Overtime at the rate of time and one-half shall be paid for time worked in excess of eight (8) hours in any one day. Time and one-half will not be paid more than once for the same working time, and if an employee shall claim time and one-half on more than one basis, that giving him the larger amount shall be used. The Company shall post a list of personnel who were engaged in overtime work, on the previous day, in the office window of all Maintenance Facilities.

### E. SENIORITY

Seniority is defined as an employee's service in the department. During lay-offs in department, employees affected shall be withdrawn from the department and placed in a pool. When this has been completed, the last employee hired in the Shop shall be laid off and the employees from the pool shall be placed in the open jobs as the last employee in the department according to seniority and ability to perform the work.

Employees shall have the right to return to their original department when a vacancy occurs in their classification. Employees not desiring to return shall sign a waiver relinquishing all claims to seniority rights in their original department.

## F. VACANCIES

All vacancies in the General Shops shall be filled by promoting employees within their group, provided they are qualified, before hiring new employees.

For the purposes of filling vacancies, the shop employees are divided into two (2) groups, as follows:

- Group 1 - Shop employees classified as Repairmen, Class C; Repairmen, Class B; Repairmen, Class A; Mechanics; Mechanics, Class A; and Special Mechanics shall be eligible to fill vacancies in the classifications within this group.
- Group 2 - Shop employees classified as Watchmen; Utilitymen, Class B; and Utilitymen, Class A, shall be eligible to fill vacancies in the classifications within this group.

Although Group 2 employees may not bid for vacancies in Group 1, they may submit applications to be considered for promotion to Group 1. All applications received from employees in Group 2 shall be reviewed by the Company to determine whether the applicant has the necessary background to qualify. The decision of the Company regarding applications received from Group 2 shall be final and not subject to appeal.

After promotion, the Foreman and Union representative shall determine within thirty (30) days whether an employee is qualified or not. Employees promoted to Repairmen, Class C, shall pass an examination ninety (90) days after such promotion to determine their aptitude and ability to perform repairman's work. Employees failing such examination shall be moved to their former job. Employees filling a vacancy shall retain the rate of their former position until qualified in the new position. Upon qualification, an employee shall be paid the new rate retroactively for the thirty (30) day qualification period.

Ability and merit being sufficient, seniority shall govern promotions.

New employees in the General Shops will be informed as to the type of work, department and group for which they were hired.

### G. TEMPORARY ASSIGNMENT

When employees with a lower department pay rate perform work on a job with a higher rate of pay, they shall be paid at the higher rate. When the rate is lower, they shall retain their own rate.

### H. VACATIONS

Vacations shall be granted as provided in SECTION 7A, sub-paragraphs (a) and (b) for operators.

Vacations are to be picked according to seniority.

### I. SUBCONTRACTING

Except as provided below, the Company will not undertake the contracting out of the kind or nature of work presently and normally performed by bargaining unit employee.

The Company reserves the right to continue its present practices of contracting out certain work of the nature and kind of such work as was contracted out in the past.

If and when a new technology makes the performance of certain types of work economically unfeasible, such work may be contracted out, provided that no bargaining unit employee shall be laid off as a result of such contracting out. The Company agrees to notify the Union in advance of any contracting out of work by reason of this paragraph.

It is specifically understood that no maintenance work will be subcontracted to a subsidiary company.

### J. TRAINING ALLOWANCE

Whenever a Mechanic "A", designated a leader, is assigned, in addition to their regular helper (Mechanic), a helper (Repairman), the leader shall receive twenty-five (\$25) per hour in addition to their regular compensation for each such added helper assigned.

## SECTION 16 - GENERAL PROVISIONS

### A. WORK ASSIGNMENTS

The Company is understood to have the right to adjust assignments to conform with overtime provisions if, as, and when, possible.

### B. BULLETIN BOARDS

Bulletin Boards, in suitable places, shall be provided in all departments covered by this agreement for the exclusive use of the Union.

### C. INJURIES

An employee injured on the job shall be paid in full for the day.

Employees losing time from work resulting from injury on the job, through no fault of their own, shall be paid at the then effective Worker's Compensation weekly rate for the first week or part thereof, less compensation payments made.

### D. HOLIDAYS

(a) Operating Employees - New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all operators. Operators who have completed six (6) months of service and who work on these days shall receive eight (8) hours pay at straight time rates in addition to the pay for their work under regular contract provisions. Operators ordered in to cover the Board on these holidays will be paid straight time for waiting for assignments. Those who do not work on these days shall be paid at straight time rates for eight (8) hours. Provided that, employees scheduled or requested to work, and failing to do so, without proper excuse, shall receive no compensation for these holidays. An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay.

(b) Non-operating Employees - New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas shall be holidays for all non-operating employees. Employees who have completed six (6) months of service and who work on these days shall receive eight (8) hours pay at straight time rates in addition to the pay for their regular work under regular

contract provisions. Those who do not work on these days shall be paid straight time rates for eight (8) hours. Provided that, employees scheduled or requested to work, and failing to do so, without proper excuse, shall receive no compensation for these holidays. An employee, if scheduled, must work the day before and the day after a holiday to be entitled to holiday pay.

(c) When a Holiday occurs on Monday, Tuesday, Wednesday or Thursday, pay day on Friday shall begin at 7:00 A.M. and pay checks shall be released by the Treasurer office at Midnight.

(d) If a Holiday falls on a Saturday, the Friday before will be designated as the Holiday. If the Holiday falls on a Sunday, the following Monday will be designated as the Holiday.

#### E. OVERTIME RECORDS

Information concerning overtime and special time worked shall be made available for any employee or Union representative who desires to check such time. All pay time for operators shall be posted daily.

#### F. ATTENDING HEARINGS

If employees are attending Court or before the Public Utility Commission or any inquest before the Medical Examiner, or at a hearing or investigation of any kind, resulting from the proper and lawful performance of their duty to the Company, they shall receive the same consideration as to wages and meals that they would be entitled to if engaged in their regular work, but they shall not be entitled to a witness fee in addition. On regular days off, employees shall receive eight (8) hours at time and one-half but they shall not be entitled to a witness fee in addition. Employees on vacation, who are required to attend hearings as described above, shall not receive pay for attending such hearings but shall be given a compensating day or days off and paid eight (8) hours straight time for each such day.

If the Company is not involved in the hearing, and attendance by employees under subpoena is required by other persons or parties, the Company shall compensate such employees for any loss of pay actually sustained, less subpoena fees, and not paid by the person or party requiring such attendance if the employees so required to attend have

filed accident or witness reports promptly after the happening of the incident resulting in such required attendance.

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

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

Where operators receive a summons charging them with a violation of the Motor Vehicle Law (Title 39, Revised Statutes, in New Jersey, or the similar law of any other State), arising out of their performance of the regular duties of their employment, the Company, on request, may furnish legal counsel as heretofore.

If the Company declines to furnish such legal counsel, operators may select counsel of their own choice, and if the operator is found not guilty, the Company will contribute \$200.00 toward the legal expense.

#### G. PHYSICAL EXAMINATION

The Company shall have the right to require of employees that they shall submit to a physical examination at any time at the expense of the Company. The Company must pay for time lost from work, except when physical examination is necessary for the procurement of the State For-Hire License.

#### H. BOND

Should the Company require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Company after the employee has reached five (5) years of service.

#### I. FREE TRANSPORTATION

All operators, shopmen, garage employees, salary and General Office employees, including pensioners, will be furnished free transportation. Free transportation will also be furnished pensioner's spouses and pensioner's surviving spouses until surviving spouses re-marry, on all service provided by NJ TRANSIT Bus Operations Inc.

Active employees will also be allowed free transportation on race track service under reasonable conditions as well as services provided by NJ Transit Rail Operations, Inc.

## J. SAFETY AND HEALTH

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

The Company shall procure for all hourly-rated employees and their Union representatives, \$100,000.00 felonious act insurance coverage for Accidental Death and Dismemberment and Permanent and Total Disability.

The Company will reimburse any employee who sustains a loss of personal property, including cash not to exceed \$25, while on Company business for the reasonable value of such property, where the loss is occasioned by an unlawful act of a third party, provided loss is reported to police.

Proof of loss, proof of unlawful act, and proof of proper precaution must be established in a manner satisfactory to the Company.

## K. RECALL FROM LAY-OFF

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

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

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

4.(a) If recalled in a location other than the employee's own, that employee may exercise an option to remain on lay-off until an opening occurs in original location only, in accordance with seniority, and within the eligibility period as specified in Paragraph 5 or 6, whichever is applicable.

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

5. An employee with five (5) years or more of service will be eligible for recall for a period of one (1) year from date of lay-off and shall be granted continuous Company service.

6. An employee with less than five (5) years of service will be eligible for recall for a period of one (1) year, and to be eligible for continuous Company service, must be recalled within ninety (90) days from date of lay-off. If recalled after ninety (90) days the employee shall be reinstated with accumulated service only.

7. No employee shall receive a reduction in wage rate as a result of this agreement. No one now employed shall be hired back at a lower rate than they now receive in the event of a lay-off and re-hire, unless a specific agreement is reached between the Company and the Union.

## L. BENEFITS

### 1. Pension Plan

(a) The employees will be covered by a Pension Plan, the terms of which are incorporated in a separate document entitled "The Retirement Plan for NJ TRANSIT Bus Operations Inc. Amalgamated Transit Union Employees", ("The Plan").

(b) As of July 1, 1991, employees with a combination of age and years of service totaling 80 will be entitled to retire at full pension. The Company may, at its option, require 90 days notice of intention to retire under this provision.

(c) The Retirement Plan for NJ TRANSIT Bus Operations Inc. Amalgamated Transit Union Employees shall provide, or be amended, subject to applicable law and approval in accordance with the terms and conditions set forth in The Plan, to provide the following:

1. Pension Benefits: Except as provided below, for all employees retiring on or after July 1, 2000, 2.00% will be used to calculate pension. Effective January 4, 2003, however, the following adjustments shall be made concerning pension benefits:

a. For those with a retirement date between July 1, 2000 and June 30, 2002, an increase of five (5%) percent to their monthly pension benefits.

- b. For those with a retirement date before July 1, 2000, an increase of ten (10%) percent to their monthly pension benefits.
  - c. Excluded from the increases set forth in (a) and (b) above are those retirees who did not begin to receive their pensions immediately upon cessation of active service with NJ Transit.
  - d. For those with a retirement date effective between January 1, 2003 and June 30, 2003, an increase of five (5%) percent over the monthly pension benefit that they would have received but for this Agreement.
  - e. For those with a retirement date effective between July 1, 2002 through December 31, 2002, there will be no change in their pension benefit.
2. Pre-Retirement Survivorship: The penalty for selecting the pre-retirement survivorship option shall be eliminated for all active employees.
  3. Disability Pension: Effective between July 1, 2000 and January 3, 2003, the minimum disability provision shall be \$525.00 for ten (10) years of service, \$575.00 for fifteen (15) years of service and \$625.00 for twenty (20) years of service. Effective January 4, 2003, the minimum disability provision shall be increased to \$550.00 for ten (10) years of service, \$600.00 for fifteen (15) years of service and \$650.00 for twenty (20) years of service.
  4. Plan Funding: The funding of the pension plan shall be based on a new 30 year amortization effective July 1, 1993. The Company shall contribute monthly, 1/12 of the annual cost as determined by the plan actuary.
  5. Retirement Committee: The Retirement Committee shall consist of six (6) persons - three (3) appointed by the Company and three (3) appointed by the Union.
  6. Husband and Wife Pension: Employees under age 55 who retire under the rule of 80, or on a disability pension, will be allowed to choose a

"Husband and Wife" pension. Effective January 12, 1989, if an employee retires having elected the "Husband and Wife" pension, and the employee's spouse, thereafter, predeceases the employee, the pension shall be increased to what it would have been had the "Husband and Wife" Pension not been elected.

7. **Survivorship Option:** Effective July 1, 1993, the spouse of an active employee which active employee has passed away and met the rule of 80 but is less than age 55 at the time of death will be afforded survivorship option. Effective January 1, 2005, the spouse of an employee with twenty (20) or more years of service that dies while still an active employee, regardless of the employee's age at the time of such death, will be afforded survivorship option.

8. **Strike Credit:** All active employees who were also employed prior to the 1976 strike shall be given credit for pension purposes for any 1976 strike days for which they have not previously received credit.

2. **Tax Deferred Savings Program:** The Company provides a tax deferred savings program for all employees. The Program Committee shall consist of six (6) persons - three (3) appointed by the Company and three (3) appointed by the Union.

3. **Welfare Plan:** Employees shall be entitled to all sick benefits and insurance as provided under this article and as further specified in a separate publication entitled "The Welfare Plan of NJ TRANSIT Bus Operations Inc. for Amalgamated Transit Union Employees" as revised from time to time.

4. **Sick Benefits:** All employees are entitled to sick benefits after three (3) working days waiting period, except that if the period of disability continues beyond the first seven (7) days and if benefits shall be payable for all the three (3) following consecutive weeks, then benefits also shall be payable with respect to the unpaid portion of the first seven days and also with respect to any portion of the first seven days in which paid sick days were applied. Sick benefits shall be paid at the rate of \$450.00 per week. Effective January 4, 2003, sick benefits will increase to \$465.00 per week. Effective July 5, 2003, sick benefits will increase to \$480.00 per week. Effective July 3, 2004, sick benefits shall increase to \$495.00 per week. However, no employee shall receive sick benefits in

excess of their standard weekly rate (hourly rate x 40 hours; clerical hourly rate x 35 hours.)

5. Medical Coverage:

(a) The Company will continue to offer, and pay 85% of the premium for the Blue Select, Traditional Hospitalization, Medical-Surgical, Rider J, Major Medical and the HMO Blue Plans for employees' single, sole parent and children, husband and wife, and family contracts for all employees commencing on the first day of the month after ninety (90) days of employment who authorize payroll deductions for that purpose.

(b) If there are two employees who can be covered under the same family plan, only one coverage will be available.

(c) The Company agrees to continue the Hospitalization, Medical-Surgical and Rider "J" Plans for the pensioner's surviving spouse and pensioner's dependent children until the spouse re-marries, or dies, with the Company paying 85% of the premium. The Company will contribute to other HMO Plans, which may be offered, but this contribution will not exceed the 85% Company payment made towards the Blue Select Premium. The Company agrees to pay 85% of the premiums for Prevailing Fee and Major Medical for active employees after ninety (90) days of employment and for those on pension, until the end of the month in which the employee or pensioner attains age 65, who authorizes payroll deductions for that purpose.

(d) Spouses and dependents of employees who die after attainment of age 55 or 20 years of service shall be covered under the health and welfare program to the same extent as if the employee had retired prior to their death.

(e) The Company will continue to pay its 85% of Medical/Hospitalization premiums during an employee's two (2) weeks of active military leave of absence.

(f) Major Medical shall be \$200.00 deductible for individual and \$400.00 for family based on contract year, and catastrophe coverage will be unlimited.

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

(h) The Company has the right to change insurance carriers, provided such change will result in equal or better than equal coverage.

(i) The following Cost Containment Provisions along with Standard Provisions shall be included attendant with said Programs in the Health Insurance Plan:

- a. Pre-admission certification
- b. Mandatory Second Opinion
- c. Mandatory Ambulatory Surgery
- d. No weekend admission
- e. Hospice Care
- f. Post-Operative Home Care Nursing

Prior to implementation of Cost Containment Provisions, the Company will provide jointly with The Health Insurance Carrier an Education Program pertaining to utilization.

(j) All premiums for Health coverage paid by employees shall be with pretax dollars unless the employee elects to have them paid with post tax dollars. The Company provides a flexible spending account to which employees may contribute pre-tax dollars for health care (maximum contribution \$1,000.00) and dependent care (maximum contribution \$5,000.00).

6. **Life Insurance:** Group insurance coverage up to \$7,000.00, shall continue to be available for the life of this Agreement. In addition, effective July 1, 1999, a \$20,000.00 term life insurance policy shall be provided to all active employees who have completed one (1) year of service. Such insurance shall terminate upon termination of active employment.

7. **Dental Plan:** Dental Plan for active employees with at least 90 days of service as follows:

\$1,500.00 maximum per person

UCR Group 1 - 100%

Group 2 - 80%

Group 3 - 50%

Group 4 - 50% up to \$1,000.00

Company contribution is set at 80%; employee contribution is set at 20%. It is understood that this plan will apply to employees retiring after July 1, 1981, until such retirees reach the age of 65. All increases in dental insurance premiums after March 24, 1985, shall be paid 85% by the Company and 15% by the employees.

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

9. **Drug Prescription Plan:** Company will provide active employees with at least 90 days of service a Drug Prescription Plan (including contraceptives and mandatory mail order drug programs) for family. Company to pay full premium for a \$5.00 co-pay plan. The drug prescription plan shall not cover cosmetic drugs. All employees retiring after July 1, 1990 shall be entitled to continuation of the Drug Prescription Plan after age 65. The cost of this additional coverage shall be borne entirely by active employees and those retired employees entitled to the extended coverage. There will be no Company contribution towards this coverage.

10. **Death in Family:** When a death occurs in an employee's immediate family (spouse, child, mother, father, brother, sister), and if employees attend the funeral, such employees shall be allowed off the day of the funeral and the two days prior thereto with eight (8) hours pay for each day. Employees of the Jewish faith, upon request, shall be allowed two (2) days off following the funeral in lieu of two (2) days prior thereto. Employees will be allowed off on the day of the funeral if they attend the funeral of the employee's grandparent, grandchild, mother-in-law or father-in-law. Employees who are not working due to a suspension, disability or vacation shall not be eligible for the allowance on day or days so involved. The allowance shall not be paid for the day or the days falling on a paid holiday or on regular day or days off.

11. **Layoff Allowance:** Permanent employees who have completed five (5) or more years of continuous service and who are laid off because no further work can be found for them in the Company shall be given an allowance of \$80.00 for each year of service.

12. **Maternity Leave:** Maternity leave may be extended until the employee's doctor certifies that the employee is able to return to work, provided, however, that

examination and concurrence by a Company designated doctor may be required. If further provided, this provision is not in conflict with any State or Federal Laws.

13. Direct Deposit: The Company will offer direct deposit of pay for all employees.

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

### M. LEAVE OF ABSENCE

1. The Company agrees that all officers or Committee Members of the Union shall have preference over all other employees in getting leave of absence when doing business for the Union. Members of the Union elected or appointed to any office in the Union which requires their absence from work shall, upon retirement from such office, be reinstated to their former position with their cumulative seniority rights in the Company service.

2. The pensions of employees who are Union Officers shall be determined on the same calculation used for other employees, except that the earnings factor for the calculation shall be based on the amounts such Union Officers would have earned on a sixty-hour work week basis had they been employed during the best three (3) years of the last ten (10) years preceding retirement at the job classification they left upon becoming Union Officers.

In computation of pensions for employees who are occasionally engaged in union work for the local union in matters related to the agreement with the Company, credit shall be given for the time spent to a maximum of eight (8) hours, except for General Employees which will be to a maximum of seven (7) hours.

The Secretary-Treasurer of the local union shall give notice to the Company on a monthly basis, stating days lost as well as reasons for such lost time. Such time shall be recorded after being mutually agreed to by the Company and the Union.

In computation of pensions of employees who are occasionally engaged in union negotiations and other Union work involving the Company, credit shall be given for time so spent if required to produce a pension equal to but not in excess of a pension on

for a full-time Union official in a like employment classification. Such time shall be recorded monthly after being mutually agreed to by Union and the Company.

3. Employees suspended from employment after January 1, 1985 because of revocation of their driver's licenses shall be granted a leave of absence for a period of not more than six (6) months. While on leave of absence, the suspended employee shall not bid on any open jobs. Employees will return to their prior location after leave of absence. The Company may use a part-time employee to cover the leave period and the part-time hours involved shall not count against the percentage limitations upon the use of part-time employees.

#### N. DISABILITY

When an employee with ten (10) or more years of service, because of disability, except when his disability arises out of and in the course of an employment other than NJ TRANSIT Bus Operations, Inc. are unable to continue working at their regular assignment, and have not been found to be totally and permanently disabled, the Company will carry them for their current period of sick benefits until such time as work may be found for them, in any of the Classifications listed in the Hourly, Field Salaried and General Office Contract, in a job paying not less than \$250.00 per week. Should employees' sick benefits and any vacation entitlement run out prior to their location of such work, they will be given Temporary Disability Allowance (T.D.A.). The TDA benefit is determined using the same basis for calculation as provided under the provisions of a Permanent Disability Pension as stated in the ATU Retirement Plan. While on TDA, employees must bid on available posted jobs until work can be found within their last Company operating Division (Northern or Southern) for which they are physically qualified. However, they may also be assigned by the Company to the jobs that have not been bid on in the normal bid process or any other job for which they are physically qualified. The employee's company seniority will continue while on TDA except for pension purposes where seniority will only accrue for one year from the commencement of disability. While receiving benefits the employee is subject to periodic re-examination by the Company Doctor. TDA benefits will cease for any employee who is not approved for any work within one year of the commencement of TDA benefits. (Bolded for Emphasis)

### O. SICK DAYS

The parties realize that it will be difficult to implement the necessary procedures and payroll policies to implement the payment of the agreed upon sick days immediately. Employees are entitled to two paid sick days each calendar year. An additional paid sick day will be effective January 4, 2003 and another effective July 5, 2003 for a total of four paid sick days per calendar year. An employee must be employed for at least six (6) months before being entitled to utilize any sick days. A doctor's verification of the illness shall be required when a sick day is used: (i) on an employee's last scheduled working day prior to a holiday, (ii) on a holiday on which the employee is scheduled to work, (iii) on the first scheduled working day after a holiday, or (iv) as a working day for day off overtime consideration. Thus, if an employee fails to provide a doctor's verification in any of the circumstances provided above, the employee shall not be entitled to the paid sick day.

B. The following are also applicable to paid sick days provided pursuant to this Section:

- 1) Paid sick days will be full days. (No partial sick days)
- 2) The paid sick days will be applied to the first four days an employee is sick.
- 3) The employees will be reimbursed for any unused paid sick days during the calendar year, during the month of January of the following year.

### P. PART-TIME OPERATORS

(a) Notwithstanding any other provision of the collective bargaining agreement, the Company may employ part-time operators. The use of such part-time operators is subject to the restrictions and limitations imposed by this section. Part-time operators will only receive pay and benefits specifically provided for in this section.

(b) The introduction of part-time operators is not intended to, and shall not affect adversely the continued employment of full-time operators by taking work away from full-time operators and transferring it to part-time operators. To accomplish this objective, no part-time operator shall work at a time when a full-time operator is on economic layoff (not employed by NJT Bus) and willing to work.

(c) No part-time operator shall work more than 30 hours in any work week, except where unavoidably delayed on assignments which have been picked, or by weather or

breakdown on the last day worked. This limitation shall only refer to actual driving hours.

(d) Part-time operators shall work up to 10% of the scheduled platform hours per week in the system. The determination of the amount of scheduled platform hours available to be worked by Part-time Operators will be based upon the total number of scheduled platform hours in the system at the time of the General Pick.

(e) If the Company adds unscheduled extra pieces after the General Pick, no more than 20% of the platform hours of such pieces shall be assigned to part-time employees.

(f) Part-time operators may work all charters, subject only to the provisions of paragraph "c" above, and provided that there are no full-time operators in the garage who are assigned or who volunteer to work same.

(g) Part-time operators may be assigned to emergency work, subject only to the provisions of paragraph "c" above and not subject to any daily limitations. An emergency is defined as any work which results from factors which could not have been anticipated.

(h) Part-time operators shall receive the same hourly rate as full-time operators, except:

1. The first step of progression for part-time operators will be 70% of the full-time operator's rate which will be in effect for the first 2,080 hours of work for employees hired after January 12, 1989.
2. Thereafter, the regular operator's progression rate shall apply.
3. For purposes of calculating advancement in progression, 173.3 hours shall constitute a month's work.

(i) The probationary period for part-time operators shall be 520 hours.

(j) Part-time operators shall be entitled to, and covered by, the contract provisions of Union membership and checkoff on a non-discriminatory basis, and the grievance procedure after completion of the probationary period. In calculating the 72-hour notice period for discipline for part-timers, the days a part-timer does not work will not be included in the computation of the 72 hours.

(k) Part-time operators will not accrue seniority except within the unit of part-time operators at the garage where employed. This seniority will apply only when reducing part-time forces in that garage.

(l) Retired bus operators will be given consideration in the hiring of part-time operators. All of the provisions of this section will be applicable to retired operators hired as part-time operators, including 100% of the full time operator's rate, as shown in Appendix E, Part I.

(m) Part-time operators will be furnished free transportation service on all regular route operations of NJ TRANSIT Bus Operations Inc.

(n) Part-time operators will be supplied an initial uniform and shall receive a uniform allowance after the completion of 2,080 hours.

(o) The Company's right to use part-time operators shall terminate if repeated proven violations of the limitations contained in this section occur and continue to occur following written notice of the nature and approximate dates of such violations delivered to the General Manager of the Company by the Union. If a bona fide dispute arises concerning the occurrence of such violations alleged to have been repeated, the matter may be submitted directly to arbitration at the request of either party pursuant to the applicable terms of this agreement.

(p) Provide that part-time Operators are entitled to delay time at straight time rate.

(q) Travel time, as provided in Section 4-C, will be applicable to part-time operators.

(r) Part time operators going to seasonal shall maintain their present rate and continue progression during the period of time they serve as seasonal and their return to part time status. They shall not suffer any loss of rate as a result of transferring back and forth from part time to seasonal.

(s) Effective April 1, 2003, Part time operators will be entitled to a quarterly bonus based on days worked, using the following schedule:

- Those working 65 or more days per quarter will receive \$300.00.
- Those working 39-64 days per quarter will receive \$200.00.

Part time employees hired after February 27, 2003 shall be expected to work 20 days per quarter to remain an employee in good standing. Repetitive occurrences of

working less than 20 days per quarter may result in disciplinary action, up to and including discharge.

For purposes of this paragraph, a quarter will be January-March, April-June, July-September, and October-December. Bonus checks will be paid within 30 days of the close of the quarter, beginning with the April 1, 2003 to June 30, 2003 quarter.

#### O. SEASONAL OPERATORS

1. In addition to part-time operators, the Company may hire seasonal operators in the Southern Division and at Howell garage. However, no full time employee shall be transferred as a result of a seasonal entering Howell garage. Said seasonal operators may only work between May 1st and September 15th. Seasonal operators will be considered full-time operators for the purposes of pay calculation and picking of runs, and shall be entitled to and covered by the contract provisions for Union membership and checkoff on a non-discriminatory basis and the grievance procedure after completion of the probationary period, but they shall not be entitled to any of the rights of Section 12 of the contract (Layoff or Transfers), nor shall they be entitled to any accumulation of seniority in the event the employee works more than one season. Employees who were previously employed as seasonals and who are recalled to work shall maintain their rate of pay.

2. The base rate for seasonal employees shall be 60% of the then existing top rate.

#### R. NEW WORK

The Company shall meet with the State Council concerning the establishment of new work under consideration or new work to be bid upon. In the event the Company contemplates bidding on new work, the Company shall provide the State Council with copies of the information which was submitted to all interested bidders. This information will be supplied to the State Council as soon as possible after the Company receives same. In the event the Company and the State Council are unable to agree upon a proposal for the bidding of new work, said Agreement will be incorporated into the main agreement as a supplement thereto.

#### S. DURATION AND ISSUANCE OF CONTRACT

This Agreement is effective as of July 1, 2002, and shall remain in force through June 30, 2005, and yearly thereafter. Either party desiring changes shall, at least sixty

(60) days prior to the 30th day of June, 2005, or in any year thereafter, notify the other of its desire for such change or changes to be made for the succeeding year, specifying such change or changes. In addition, the Company shall provide a contract booklet to all employees.

#### T. COOPERATION

All employees who are subject to the terms of this Agreement will, during the aforesaid period, devote their best endeavors to the performance of their respective duties in the service of the Company and will cooperate in every practicable manner with the Management in the efficient operation of the system; in fostering cordial relations between the Company and the public; in opposing unfair competition with the business of the Company; and, in protecting and preserving the Company's revenues and property.