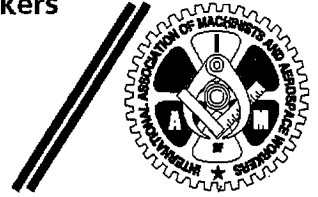


Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers



Robert A. Scardelletti
National President



File: 279-621

Subject: Mediation
TCU/IAM Carmen – New Jersey Transit

March 20, 2014

**SENT VIA EMAIL AND
OVERNIGHT DELIVERY**

Mr. Daniel Rainey, Chief of Staff
Acting Director, Mediation Services
National Mediation Board
1301 K Street, NW, Suite 250 East
Washington, DC 20005

Dear Mr. Rainey:

Enclosed are two (2) copies of completed Forms NMB-2 with required exhibits in application for the services of your Board in accordance with and under the provisions of Section 5, First, of the Railway Labor Act, as amended.

This invocation constitutes further efforts on the part of the Organization to settle an existing dispute between New Jersey Transit and the Carmen Craft of TCU/IAM concerning this Organization's Section 6 Notice filed on April 1, 2011 to revise wages, rules, and health and welfare.

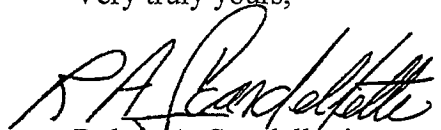
The Organization has three crafts currently unable to settle disputes with New Jersey Transit. The other two crafts, Clerks and Supervisors, will also be filing Applications for Mediation Services. The Organization believes it will facilitate settlement if bargaining in mediation is conducted in combination with the other two crafts.

The Parties met in conference on at least two occasions, including the last conference on January 16, 2014. It was clear from the last conference that the Parties were not making any progress in reaching an agreement.

Mr. Daniel Rainey
March 20, 2014
Page 2

Therefore, the services of the National Mediation Board are necessary if we are to obtain a peaceful settlement. In accordance with the Railway Labor Act, as amended, it is requested that your Board advise New Jersey Transit of the status quo provisions of the Act. It is further requested that you promptly docket this dispute and assign a Mediator thereto at the earliest practicable date, and that mediation sessions be convened with all affected TCU/IAM crafts present.

Very truly yours,



Robert A. Scardelletti
National President

Enclosures

cc: W. Murphy, Deputy General Manager, Labor Relations & Administration
J. M. Parker, National Vice President
R. A. Johnson, General President/Carmen Division
D. E. Grissom, General Vice President/Carmen Division
J. R. McMahon, Local Chairman



Application for Mediation Services

TO THE NATIONAL MEDIATION BOARD, Washington, D. C. 20005: A dispute has arisen between the parties shown below which has not been adjusted between them, and the services of the National Mediation Board under Section 5, First, of the Railway Labor Act, are hereby invoked on specific questions set forth below. The approximate number of employees involved is 412 in the craft(s) or class(es) of

Carmen

THE SPECIFIC ISSUE(S) IN DISPUTE (If necessary extend question on additional sheet or attach exhibit):

The Organization's Section 6 Notice dated April 1, 2011 to revise wages, rules and health & welfare.

PARTIES TO DISPUTE

Carrier		Organization/Individual	
Carrier Name	New Jersey Transit	Organization Name	Transportation Communications Union/IAM
L. R. Official/Title	William Murphy, Deputy Gen Mgr, LR	Organization Official/Title	R. A. Scardelletti, National President
Address	One Penn Plaza East	Address	3 Research Place
City, State and Zip Code	Newark, NJ 07105-2246	City, State and Zip Code	Rockville, MD 20850
Telephone	973-491-7000	Telephone	301-840-8701
Fax		Fax	301-948-1369
Email	wmurphy@njtransit.com	Email	scardellettir@tcunion.org

WORKING AGREEMENT

If an agreement governing rates of pay, rules, or working conditions is in effect, give name of parties thereto and date thereof. If there is no such agreement, so state New Jersey Transit-TCU/IAM Carmen amended thru 6-30-11

COMPLIANCE WITH RAILWAY LABOR ACT

1. If this dispute involves change in the above-mentioned agreement, attach copy of the 30-day notice served by party desiring change and insert date of notice here April 1, 2011
2. If this dispute involves the negotiation of a new or supplemental agreement, attach copy of request made by party desiring same and insert date of request here N/A
3. If there has been refusal to confer, so state and give reason; otherwise, give date of last conference here January 16, 2014

Signed at Rockville, MD this 20th of March 2014
 (City and State) (Day) (Month)

	Carrier Official	Organization Official
Name:		R. A. Scardelletti
Title:		National President
Signature:		

Filing Instructions: File this application in duplicate.

Additional Sheets: Use and attach additional sheets as needed.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is 3140-0002. The time required to complete this information collection is estimated to average 15 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.



Brotherhood Railway Carmen Division

Transportation Communications International Union

Richard A. Johnson
General President

3 Research Place
Rockville, Maryland 20850
Phone: 301-948-4910
Fax: 301-948-1369
Website: www.tcunion.org

C. M. Sosa
Special Representative
1116 - 23rd Street
North Bergen, NJ 07047
Phone: 201-863-4248

April 1, 2011

Mr. William B. Murphy
Deputy General Manager
Labor-Relations-Administration
New Jersey Transit rail Operation
One Penn Plaza East, 3rd Floor
Newark, New Jersey 07105-2246

Via Express Mail

Dear Sir:

Please consider this letter as notice pursuant to Section VI of the Railway Labor Act as amended, of our desire to revise and supplement all existing agreements governing rates of pay, vacations, holidays, personal leave and, further to revise the current Health and Welfare at well as establish new rules in accordance with proposals as set forth and attached hereto, such provisions to become effective July 1, 2011, and further to continue to negotiate rule changes incorporated into this notice in accordance with the proposals attached hereto; such provisions to become effective July 1, 2011.

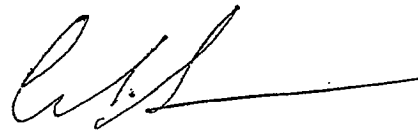
The Brotherhood Railway Carmen Division of the Transportation—Communications International Union reserves the right to serve additional notices on proposed changes for rates of pay, rule, working conditions and health and welfare at a later date.

Pursuant to the provisions of the Railway Labor Act, as amended, a conference to discuss the attached proposals within thirty (30) days of receipt of this notice is requested.

Please advise my office as to the date, time and place negotiations will commence.

Cont, Section VI-2011

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Sosa', with a long horizontal line extending to the right.

Carlos M. Sosa
Special Representative

Cc: R.A. Johnson G.P
D.W. Rehbein, VLC/#6053
R. Rodriguez. Local Lodge President#6053
Joe Vicari, Vice President #6053

ARTICLE 1-WAGES

- (a) Effective July 1, 2011 all current wage rates in effect shall be increased by eight percent (8%).
- (b) Effective July 1, 2012 all current wage rates in effect shall be increased by eight percent (8%).
- (c) Effective July 1, 2013 all current wage rates in effect shall be increased by eight percent (8%).
- (d) Notices for future wage increases can be served beginning April 1, 2014, to be effective July 1, 2014 except that the provisions for semi-annual COLA adjustments described in Article II below shall continue in effect.

Note:

- 1. In the application of the wage rate increases established by Article I. It is understood and agreed that the increases shall be uniformly applied to; student and/or training rates. Daily, weekly, monthly and annual guarantees; and to all protective allowances, irrespective of the method of how such rate or rates have been established.
- 2. Rates of pay resulting from application of paragraphs (a) to (c) inclusive, which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

ARTICLE II- COST OF LIVING ALLOWANCE

- A. Establish a cost of living allowance without offsets, caps or limitations which shall continue beyond the moratorium of this agreement. All allowances and cost of living adjustments will be based on the change in the BLS-CPI during the respective measuring periods shown in the following table, Measurement Periods and Effective Dates of Adjustment conforming to those shown below shall be applicable to periods subsequent to those specified, with the effective dates of adjustment being each January 1 and July 1

Measurement Periods		
Base Month	Measurement Month	Date of Adjustment
March, 2011	September, 2011	January 1, 2012
September 1, 2011	March, 2012	July 1, 2012

ARTICLE II CONTINUED

- B. The formula will be based on a one (1) cent per hour increase for each 1 of a point increase in the Consumer Price Index for urban wage earners (Revised Series-CPI-W 1082-84=100), U.S. Department of Labor. It is intended that any remainder above .05 of change after the conversion be counted.
- C. The cost of living allowance will apply to all wages, now or subsequently in effect, including but not limited to: straight time, overtime, vacations, holidays, special allowances, and student and/or training rates.
- D. Effective as of June 30 and December 31 of each year, the cost of living allowances then in effect will be incorporated into basic rates of pay for all purposes.

ARTICLE III- LONGEVITY PAY

Effective July 1, 2011 all employees covered by this agreement shall receive longevity pay of five (4) cents per hour, per year longevity, Longevity pay shall be allowed in addition to the applicable rates of an assignment and will be paid for all work performed or paid for, including overtime. All employees who on July 1, 2011 have a continuous employment relationship with N.J. Transit Rail for one (1) year or more, longevity pay shall become effective on that date based upon the number of years of such continuous employment then completed. Thereafter, rates of pay shall be adjusted on the anniversary date of the beginning of such employee's last continuous employment relationship, to include the longevity pay herein provided for.

ARTICLE IV-VACATIONS:

Revise Rule No. 3- Vacations:

1, An employee who is eligible for vacation because of continuous years of service with New Jersey Transit Rail (including an employee transferred from other railroad who has years of compensated service, worked for such pursuant to the Implementing Agreement of October 14, 1982 between the Brotherhood Railway Carmen Division of TCIU and New Jersey Transit Rail Operations, shall be entitled to vacation leave as provided in the National Vacation With Pay Agreement as amended, as follows:

- (a) Each employee having five (5) years or more of continuous service with N.J. Transit Rail will be qualified for an annual vacation of fifteen (15) days with pay, or pay in lieu thereof.

ARTICLE IV-VACATION (CONTINUED)

- (b) Each employee have ten (ten) years or more of continuous service with NJ Transit Rail will be qualified for an annual vacation of twenty (20) days with pay, or pay to lieu thereof.
- (c) Each employee having twenty (20) years or more of continuous service with N.J. Transit Rail will be qualified for an annual vacation of twenty-five (25) days with pay, or pay in lieu thereof.
- (d) Each employee having twenty-five (25) years or more of continuous service with N.J. Transit Rail will be qualified for an annual vacation of thirty (30) days with pay, or pay in lieu thereof.
- (e) Provide for employees covered by this agreement who are eligible for vacation to receive their vacation pay in advance of starting their vacations.
- (f) Effective the first full calendar year following the date of ratification, vacation leave shall be paid based on either (a) a weekly rate equal to one-fifty second ($1/52^{\text{nd}}$) of the employee's gross annual compensation earned during the prior calendar year, or (b) a rate determined by his regular assignment, whichever is greater.

ARTICLE V-HOLIDAYS

Revised Regulation No.4-c-2 (a) as follows:

- (a) Employee birthday to be added to and recognized as a paid holiday.

Revised Regulation No 4-C-3-(b) as follows:

- (b) Provide for holiday pay if compensation paid an employee is credit to the work day immediately preceding a following holiday provided for in Regulation No.4-C-2(a).

ARTICLE VI- PERSONAL LEAVE DAYS

Amended Rule No, 8-Personal Days, Section 1 &2 as follows:

- (a) Provide for one (1) additional personal day for each six (6) years continuous service with N.J. Transit Rail.
- (b) Provide for the payment of all personal days not taken during the calendar year, payment to be made by January 15 of the next calendar year.

ARTICLE VII-MAINTENANCE ALLOWANCE

Establish New Rule No. 12:

- (a) Provide for all employees covered by this agreement to receive a maintenance allowance for work clothing of one hundred dollars (\$100.00) per year, payable July 1 of each year.

ARTICLE VIII- TOOL ALLOWANCE

Revise Rule no.11- Tool Allowance as follows:

- (a) Provide for employees covered by this agreement to receive a tool allowance of three hundred dollars (\$300.00) per year. Payable within fourteen (14) calendar days of July 1 of each year.

ARTICLE IX- HEALTH AND WELFARE

Medical Benefits Cap

- A. (1) Effective July 1, 2011 increases the Life Maximum medical Benefits Cap from \$500,000.00 to 1,000,000.00.
- (2) Eliminate all deductibles for the Medical, Dental and Prescription plans for all employees and their dependants covered by this agreement.
- (3) Provide for one (1) prostrate examination each calendar year, at no expense to any employee covered by this agreement.

ARTICLE IX-HEALTH AND WELFARE CONTINUED

Eye Care

- B. (1) Provide for each eligible employee and dependent to receive payment for one (1) eye examination and one (1) pair of prescription eye glasses, contact lenses, bifocals, or more complex prescription, every year. Proper submission of receipts to be required of an employee to receive payments.

Life Insurance

- C- (1) Effective July 1, 2011 increase the Group Life Insurance provide by N.J, Transit Rail to \$30,000.00.

Accident Death and Dismemberment

- D, (1) Effective July 1, 2011 increase the Accidental Death and Dismemberment Insurance to \$50,000.00.

Retiree Life Insurance

E. (1) Effective July 1, 2011 increase the Retiree Life Insurance provided by N.J. Transit Rail to \$15,000.00.

(2) Effective July 1, 2011 Provide all Retire with full Medical Benefits at no cost or out of pocket deductible.

Supplemental Sickness

F. (1) The January 1, 1983, Supplemental Sickness benefit shall be amended for a period of disability, the benefit provide for under the plan shall be revised to reflect 80% of the employee's regularly salary.

ARTICLE X-SICK DAYS

Establish New Rule-Sick Days, as follows:

- (a) Effective July 1, 2011 each employee covered by this agreement will be allotted six (6) sick days. Sick days being able to be accumulated and carried over year to year with no maximum accumulation or cap.
- (b) Employee shall be able to utilize any and all sick days for personal illness or injury or to care for any sick or insured family members provided that the employee is primarily responsible for the care of such family member.
- (c) There will be no waiting period on exclusionary period prior to payment; Sick leave shall be paid at one hundred (100) percent of the employee's then current daily rate of pay. As a condition of receiving sick pay, employees shall not file for or receive any benefits from the Railroad Retirement Board pursuant to the Railroad Unemployment Insurance Act or the Supplemental Sickness Plan until all sick days are exhausted.
- (d) Payment of all sick days will be made in accordance with New Jersey transit Rail's regularly scheduled payroll procedures.
- (e) Any employee leaving New Jersey Transit Rail services for any reason other than Dismissal for Cause, with a minimum of five (5) years of service shall be entitled to a cash severance payment of one hundred (100) percent of the value of all accumulated but unused sick days.

ARTICLE XI-SHIFT DIFFERENTIAL

Establish New Rule-Shift Differential as follows:

- (a) Effective July 1, 2011 a premium of ten cents per hour will be paid for all work performed between the hours of 3:00 pm and 11:00 pm (second shift).

- (b) Effective July 1, 2011 a premium of twenty-five cents per hour will be paid for all work performed between the hours of 11:00 pm to 7:00 am (third shift).

- (c) The shift differential rate will be applied at the rate in (a) and (b) above whether or not such work is straight time or overtime work, to include, vacations, personal days, single vacation days, sick days, or student and/or training rates.

- (d) All employee whose regularly assigned position require them to be on 24 hour call shall receive an additional fifty (.50) cents.

ARTICLE XII-ME TOO PROVISION

In the event New Jersey Transit Rail Operations executed an agreement with any other rail unions representing employee on New Jersey Transit Rail Operations that contains any improvements that are greater than those set forth in this Memorandum of Agreement between the Brotherhood Railway Carmen Division of the Transportation Communication International Union (TCIU) and New Jersey Transit Rail Operations, It is agreed that such improvements will be incorporated into the Brotherhood Railway Carmen Division of TCIU agreement with New Jersey Transit Rail Operations, regardless of how and/or why such improvement were obtained by the other rail unions.

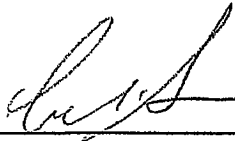
ARTICLE XII-MORATORIUM

There shall be a moratorium on the serving of Section 6 Notices until _____, any changes not to become effective before _____.


This Agreement is subject to approval of the Brotherhood Railway Carmen Division General President and ratification by the membership of the Brotherhood Railway Carmen Division of the Transportation Communication International Union.

For the Brotherhood Railway Carmen Div. TCIU

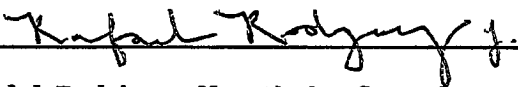
for N.J. Transit Rail Operations



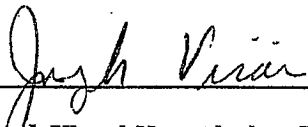
Carlos M. Sosa-Special Representative



Dave Rehbein-Negotiating Committee



Ralph Rodriguez-Negotiating Committee



Joseph Vicari-Negotiating Committee



Application for Mediation Services

TO THE NATIONAL MEDIATION BOARD, Washington, D. C. 20005: A dispute has arisen between the parties shown below which has not been adjusted between them, and the services of the National Mediation Board under Section 5, First, of the Railway Labor Act, are hereby invoked on specific questions set forth below. The approximate number of employees involved is 412 in the craft(s) or class(es) of Carmen.

THE SPECIFIC ISSUE(S) IN DISPUTE (If necessary extend question on additional sheet or attach exhibit):

The Organization's Section 6 Notice dated April 1, 2011 to revise wages, rules and health & welfare.

PARTIES TO DISPUTE

Carrier		Organization/Individual	
Carrier Name	New Jersey Transit	Organization Name	Transportation Communications Union/IAM
L. R. Official/Title	William Murphy, Deputy Gen Mgr, LR	Organization Official/Title	R. A. Scardelletti, National President
Address	One Penn Plaza East	Address	3 Research Place
City, State and Zip Code	Newark, NJ 07105-2246	City, State and Zip Code	Rockville, MD 20850
Telephone	973-491-7000	Telephone	301-840-8701
Fax		Fax	301-948-1369
Email	wmurphy@njtransit.com	Email	scardellettir@tcunion.org

WORKING AGREEMENT

If an agreement governing rates of pay, rules, or working conditions is in effect, give name of parties thereto and date thereof. If there is no such agreement, so state New Jersey Transit-TCU/IAM Carmen amended thru 6-30-11

COMPLIANCE WITH RAILWAY LABOR ACT

1. If this dispute involves change in the above-mentioned agreement, attach copy of the 30-day notice served by party desiring change and insert date of notice here April 1, 2011.
2. If this dispute involves the negotiation of a new or supplemental agreement, attach copy of request made by party desiring same and insert date of request here N/A.
3. If there has been refusal to confer, so state and give reason; otherwise, give date of last conference here January 16, 2014.

Signed at Rockville, MD this 20th of March 2014
 (City and State) (Day) (Month)

	Carrier Official	Organization Official
Name:		R. A. Scardelletti
Title:		National President
Signature:		

Filing Instructions: File this application in duplicate.

Additional Sheets: Use and attach additional sheets as needed.

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Brotherhood Railway Carmen Division

Transportation Communications International Union



Richard A. Johnson

General President

3 Research Place
Rockville, Maryland 20850
Phone: 301-948-4910
Fax: 301-948-1369
Website: www.tcunion.org

C. M. Sosa

Special Representative

1116 - 23rd Street
North Bergen, NJ 07047
Phone: 201-863-4248

April 1, 2011

Mr. William B. Murphy
Deputy General Manager
Labor-Relations-Administration
New Jersey Transit rail Operation
One Penn Plaza East, 3rd Floor
Newark, New Jersey 07105-2246

Via Express Mail

Dear Sir:

Please consider this letter as notice pursuant to Section VI of the Railway Labor Act as amended, of our desire to revise and supplement all existing agreements governing rates of pay, vacations, holidays, personal leave and, further to revise the current Health and Welfare at well as establish new rules in accordance with proposals as set forth and attached hereto, such provisions to become effective July 1, 2011, and further to continue to negotiate rule changes incorporated into this notice in accordance with the proposals attached hereto; such provisions to become effective July 1, 2011.


The Brotherhood Railway Carmen Division of the Transportation-Communications International Union reserves the right to serve additional notices on proposed changes for rates of pay, rule, working conditions and health and welfare at a later date.

Pursuant to the provisions of the Railway Labor Act, as amended, a conference to discuss the attached proposals within thirty (30) days of receipt of this notice is requested.

Please advise my office as to the date, time and place negotiations will commence.

Cont, Section VI-2011

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Sosa', followed by a long horizontal line extending to the right.

Carlos M. Sosa
Special Representative

Cc: R.A. Johnson G.P
D.W. Rehbein, VLC/#6053
R. Rodriguez. Local Lodge President#6053
Joe Vicari, Vice President #6053

ARTICLE 1-WAGES

- (a) Effective July 1, 2011 all current wage rates in effect shall be increased by eight percent (8%).
- (b) Effective July 1, 2012 all current wage rates in effect shall be increased by eight percent (8%).
- (c) Effective July 1, 2013 all current wage rates in effect shall be increased by eight percent (8%).
- (d) Notices for future wage increases can be served beginning April 1, 2014, to be effective July 1, 2014 except that the provisions for semi-annual COLA adjustments described in Article II below shall continue in effect.

Note:

- 1. In the application of the wage rate increases established by Article I. It is understood and agreed that the increases shall be uniformly applied to; student and/or training rates. Daily, weekly, monthly and annual guarantees; and to all protective allowances, irrespective of the method of how such rate or rates have been established.
- 2. Rates of pay resulting from application of paragraphs (a) to (c) inclusive, which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

ARTICLE II- COST OF LIVING ALLOWANCE

- A. Establish a cost of living allowance without offsets, caps or limitations which shall continue beyond the moratorium of this agreement. All allowances and cost of living adjustments will be based on the change in the BLS-CPI during the respective measuring periods shown in the following table, Measurement Periods and Effective Dates of Adjustment conforming to those shown below shall be applicable to periods subsequent to those specified, with the effective dates of adjustment being each January 1 and July 1

Measurement Periods

Base Month	Measurement Month	Date of Adjustment
March, 2011	September, 2011	January 1, 2012
September 1, 2011	March, 2012	July 1, 2012

ARTICLE II CONTINUED

- B. The formula will be based on a one (1) cent per hour increase for each 1 of a point increase in the Consumer Price Index for urban wage earners (Revised Series-CPI-W 1082-84=100), U.S. Department of Labor. It is intended that any remainder above .05 of change after the conversion be counted.
- C. The cost of living allowance will apply to all wages, now or subsequently in effect, including but not limited to: straight time, overtime, vacations, holidays, special allowances, and student and/or training rates.
- D. Effective as of June 30 and December 31 of each year, the cost of living allowances then in effect will be incorporated into basic rates of pay for all purposes.

ARTICLE III- LONGEVITY PAY

Effective July 1, 2011 all employees covered by this agreement shall receive longevity pay of five (4) cents per hour, per year longevity, Longevity pay shall be allowed in addition to the applicable rates of an assignment and will be paid for all work performed or paid for, including overtime. All employees who on July 1, 2011 have a continuous employment relationship with N.J. Transit Rail for one (1) year or more, longevity pay shall become effective on that date based upon the number of years of such continuous employment then completed. Thereafter, rates of pay shall be adjusted on the anniversary date of the beginning of such employee's last continuous employment relationship, to include the longevity pay herein provided for.

ARTICLE IV-VACATIONS:

Revise Rule No. 3- Vacations:

1, An employee who is eligible for vacation because of continuous years of service with New Jersey Transit Rail (including an employee transferred from other railroad who has years of compensated service, worked for such pursuant to the Implementing Agreement of October 14, 1982 between the Brotherhood Railway Carmen Division of TCIU and New Jersey Transit Rail Operations, shall be entitled to vacation leave as provided in the National Vacation With Pay Agreement as amended, as follows:

- (a) Each employee having five (5) years or more of continuous service with N.J. Transit Rail will be qualified for an annual vacation of fifteen (15) days with pay, or pay in lieu thereof.

ARTICLE IV-VACATION (CONTINUED)

- (b) Each employee have ten (ten) years or more of continuous service with NJ Transit Rail will be qualified for an annual vacation of twenty (20) days with pay, or pay to lieu thereof.
- (c) Each employee having twenty (20) years or more of continuous service with N.J. Transit Rail will be qualified for an annual vacation of twenty-five (25) days with pay, or pay in lieu thereof.
- (d) Each employee having twenty-five (25) years or more of continuous service with N.J. Transit Rail will be qualified for an annual vacation of thirty (30) days with pay, or pay in lieu thereof.
- (e) Provide for employees covered by this agreement who are eligible for vacation to receive their vacation pay in advance of starting their vacations.
- (f) Effective the first full calendar year following the date of ratification, vacation leave shall be paid based on either (a) a weekly rate equal to one-fifty second ($1/52^{\text{nd}}$) of the employee's gross annual compensation earned during the prior calendar year, or (b) a rate determined by his regular assignment, whichever is greater.

ARTICLE V-HOLIDAYS

Revised Regulation No.4-c-2 (a) as follows:

- (a) Employee birthday to be added to and recognized as a paid holiday.

Revised Regulation No 4-C-3-(b) as follows:

- (b) Provide for holiday pay if compensation paid an employee is credit to the work day immediately preceding a following holiday provided for in Regulation No.4-C-2(a).

ARTICLE VI- PERSONAL LEAVE DAYS

Amended Rule No, 8-Personal Days, Section 1 &2 as follows:

- (a) Provide for one (1) additional personal day for each six (6) years continuous service with N.J. Transit Rail.
- (b) Provide for the payment of all personal days not taken during the calendar year, payment to be made by January 15 of the next calendar year.

ARTICLE VII-MAINTENANCE ALLOWANCE

Establish New Rule No. 12:

- (a) Provide for all employees covered by this agreement to receive a maintenance allowance for work clothing of one hundred dollars (\$100.00) per year, payable July 1 of each year.

ARTICLE VIII- TOOL ALLOWANCE

Revise Rule no.11- Tool Allowance as follows:

- (a) Provide for employees covered by this agreement to receive a tool allowance of three hundred dollars (\$300.00) per year. Payable within fourteen (14) calendar days of July 1 of each year.

ARTICLE IX- HEALTH AND WELFARE

Medical Benefits Cap

- A. (1) Effective July 1, 2011 increases the Life Maximum medical Benefits Cap from \$500,000.00 to 1,000,000.00.
- (2) Eliminate all deductibles for the Medical, Dental and Prescription plans for all employees and their dependants covered by this agreement.
- (3) Provide for one (1) prostrate examination each calendar year, at no expense to any employee covered by this agreement.

ARTICLE IX-HEALTH AND WELFARE CONTINUED

Eye Care

- B. (1) Provide for each eligible employee and dependent to receive payment for one (1) eye examination and one (1) pair of prescription eye glasses, contact lenses, bifocals, or more complex prescription, every year. Proper submission of receipts to be required of an employee to receive payments.

Life Insurance

- C- (1) Effective July 1, 2011 increase the Group Life Insurance provide by N.J, Transit Rail to \$30,000.00.

Accident Death and Dismemberment

- D, (1) Effective July 1, 2011 increase the Accidental Death and Dismemberment Insurance to \$50,000.00.

Retiree Life Insurance

E. (1) Effective July 1, 2011 increase the Retiree Life Insurance provided by N.J. Transit Rail to \$15,000.00.

(2) Effective July 1, 2011 Provide all Retire with full Medical Benefits at no cost or out of pocket deductible.

Supplemental Sickness

F. (1) The January 1, 1983, Supplemental Sickness benefit shall be amended for a period of disability, the benefit provide for under the plan shall be revised to reflect 80% of the employee's regularly salary.

ARTICLE X-SICK DAYS

Establish New Rule-Sick Days, as follows:

(a) Effective July 1, 2011 each employee covered by this agreement will be allotted six (6) sick days. Sick days being able to be accumulated and carried over year to year with no maximum accumulation or cap.

(b) Employee shall be able to utilize any and all sick days for personal illness or injury or to care for any sick or insured family members provided that the employee is primarily responsible for the care of such family member.

(c) There will be no waiting period on exclusionary period prior to payment; Sick leave shall be paid at one hundred (100) percent of the employee's then current daily rate of pay. As a condition of receiving sick pay, employees shall not file for or receive any benefits from the Railroad Retirement Board pursuant to the Railroad Unemployment Insurance Act or the Supplemental Sickness Plan until all sick days are exhausted.

(d) Payment of all sick days will be made in accordance with New Jersey transit Rail's regularly scheduled payroll procedures.

(e) Any employee leaving New Jersey Transit Rail services for any reason other than Dismissal for Cause, with a minimum of five (5) years of service shall be entitled to a cash severance payment of one hundred (100) percent of the value of all accumulated but unused sick days.

ARTICLE XI-SHIFT DIFFERENTIAL

Establish New Rule-Shift Differential as follows:

- (a) Effective July 1, 2011 a premium of ten cents per hour will be paid for all work performed between the hours of 3:00 pm and 11:00 pm (second shift).

- (b) Effective July 1, 2011 a premium of twenty-five cents per hour will be paid for all work performed between the hours of 11:00 pm to 7:00 am (third shift).

- (c) The shift differential rate will be applied at the rate in (a) and (b) above whether or not such work is straight time or overtime work, to include, vacations, personal days, single vacation days, sick days, or student and/or training rates.

- (d) All employee whose regularly assigned position require them to be on 24 hour call shall receive an additional fifty (.50) cents.

ARTICLE XII-ME TOO PROVISION

In the event New Jersey Transit Rail Operations executed an agreement with any other rail unions representing employee on New Jersey Transit Rail Operations that contains any improvements that are greater than those set forth in this Memorandum of Agreement between the Brotherhood Railway Carmen Division of the Transportation Communication International Union (TCIU) and New Jersey Transit Rail Operations, It is agreed that such improvements will be incorporated into the Brotherhood Railway Carmen Division of TCIU agreement with New Jersey Transit Rail Operations, regardless of how and/or why such improvement were obtained by the other rail unions.

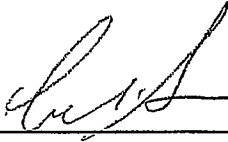
ARTICLE XII-MORATORIUM

There shall be a moratorium on the serving of Section 6 Notices until _____, any changes not to become effective before _____.


This Agreement is subject to approval of the Brotherhood Railway Carmen Division General President and ratification by the membership of the Brotherhood Railway Carmen Division of the Transportation Communication International Union.

For the Brotherhood Railway Carmen Div. TCIU

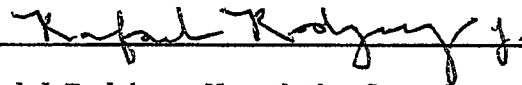
for N.J. Transit Rail Operations



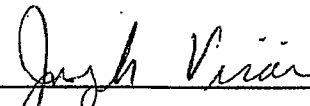
Carlos M. Sosa-Special Representative



Dave Rehbein-Negotiating Committee



Ralph Rodriguez-Negotiating Committee



Joseph Vicari-Negotiating Committee