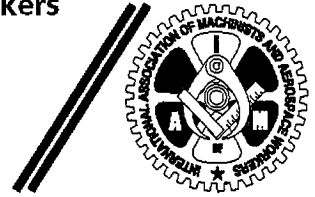


Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers



Robert A. Scardelletti
National President



File: 279-621

Subject: Mediation
TCU/IAM Clerical – 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 Clerical Craft of TCU/IAM concerning this Organization's Section 6 Notice filed on April 5, 2011 to revise wages, rules, and health and welfare.

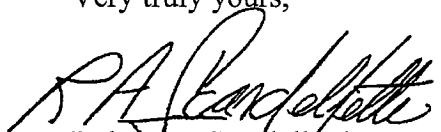
The Organization has three crafts currently unable to settle disputes with New Jersey Transit. The other two crafts, Carmen and Supervisors, will also be filing Applications for Mediation Services. The Organization believes it will facilitate settlement if bargaining in mediation is conducted in combination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

The Parties met in conference on at least five occasions, including the last conference on March 7, 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
A. P. Maratea, National Vice President
A. Stevens, 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 485 in the craft(s) or class(es) of Clerical.

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

The Organization's Section 6 Notice dated April 5, 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	scardelletti@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 Clerical 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 5, 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 March 7, 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.



Transportation Communications Union/IAM

International Association of Machinists and Aerospace Workers



God Bless America

Arthur Maratea
National Vice President

April 5, 2011

Mr. William B. Murphy
Deputy General Manager
Labor Relations and Administration
N.J. Transit
One Penn Plaza East
Newark, N.J. 07105-2246

Dear Mr. Murphy:

I am in receipt of your Section Six notice dated April 1, 2022. We will be submitting our Section Six notice in June.

Please contact me at your earliest convenience to set up a date and time we can mutually agree to meet.

Sincerely,

Arthur Maratea
Vice President
TCU
Unit 167

Cc: Anthony Stevens

SECTION "6"

ATTACHMENT "A"

TRANSPORTATION COMMUNICATIONS UNION / IAM

ARTICLE I - WAGES

Effective July 1, 2011, all basic wage rates then in effect will be increased by seven (7) percent

1. Effective January 1, 2012, all basic wage rates then in effect will be increased by seven (7) percent
2. Effective January 1, 2013, all basic wage rates then in effect will be increased by seven (7) percent.
3. Effective January 1, 2014, all basic wage rates then in effect will be increased by seven (7) percent.
4. Effective January 1, 2015, all basic wage rates then in effect will be increased by seven (7) percent

ARTICLE II- LONGEVITY PAY

Employees covered by this Agreement shall be entitled to longevity pay as follows

1. Employees who attains 15 years of service - \$2,000.00 per year incorporated into basic rate of pay.
2. Employees who attains 20 years of service - \$3,000.00 per year incorporated into basic rate of pay.
3. Employees who attains 25 years of service - \$4,000.00 per year incorporated into basic rate of pay.
4. Employees who attains 30 years of service - \$5,000.00 per year incorporated into basic rate of pay.

ARTICLE III – MONEY PURCHASE PENSION PLAN

1. Increase employer contribution by (3) three percent.

ARTICLE IV – VACATIONS

1. Employees will receive a weekly minimum rate of pay equal to one-fifty second (1/52) of their previous year's earnings or their then present rate of pay whichever is higher, for each week of vacation.
2. Current Agreement will be amended to provide for additional five (5) days paid vacation for those employees who attain fifteen (15) years of service ; twenty five (25) years of service.

ARTICLE V – STABILIZATION OF FORCES

1. Amend the current agreement to provide job protection for employees hired prior to July 1, 2011

ARTICLE VI – ABOLISHMENT OF POSITIONS

1. Amend the current agreement to provide for each bid and bump position abolished the Carrier will red circle and revert an equal number of PEP Positions to bid and bump.

ARTICLE VII – BEREAVEMENT

1. Carrier shall increase the number of days allowed for bereavement to ten (10).

ARTICLE VIII – HOLIDAY

1. The Current Agreement will be revised to abrogate all requirements that employees must "bridge" holidays to qualify for payments.

ARTICLE IX – PERSONAL DAYS

1. The Current Agreement will be amended to provided an additional one (1) day personal leave for those employees who attain one (1) year of service; eight (8) years of service; seventeen (17) years of service; Twenty (20) years of service; Twenty-five (25) years of service.

ARTICLE X – TVM SERVICE AGENTS

1. Carrier will modify the current Agreement to permit the use of tools such as screwdrivers, nut drivers, wrenches, pliers etc in the furtherance of their duties.
2. Carrier will modify Appendix 30 to add these components to the TVM Agents duties. Hereinafter consist of but not be limited to the following: Bill Note Systems, Coin Verifiers, Coin Diverters, Coin Acceptors, Printers, Light (bulbs) , Pin Pads, Power packs, Ticket lifts/ E-boxes, Heater/fans, Customer Braille Panels.

ARTICLE XI – DULY ACCREDITED REPRESENTATIVE

1. Carrier will compensate the duly accredited representative for all conferences between designated officials of New Jersey Transit and this Organization held during working hours shall be without loss of time to the committeemen.
2. Compensation for the committeemen will be eight (8) hours at their present rate of pay.

CONCLUSION

1. It is further agreed between the parties hereto that this agreement is subject to the T.C.U./I.A.M. National Presidents approval and ratification by its membership



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