

# **AGREEMENT**

*Entered into by and between*

**THE LONG ISLAND RAIL ROAD COMPANY**

*and*

**ENGINE SERVICE EMPLOYEES**

**OF**

**THE LONG ISLAND RAIL ROAD COMPANY**

*Represented by*

**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

**RULES UPDATED THROUGH  
MAY 31, 2009**

*including*

**AGREEMENTS OF  
MARCH 21, 2006 and DECEMBER 14, 2007**

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MARCH 21, 2006 AND DECEMBER 14, 2007

And

Rates of Pay Effective

January 1, 2006, January 1, 2007  
January 1, 2008 and January 1, 2009

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## **GENERAL**

(1) The General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen will represent all engine service employees in the making of contracts, rules, rates of pay and working conditions.

(2) Any future modification or revision of any rule, agreed-upon interpretation or rate of pay will be accomplished by negotiation between the highest officer designated by the Carrier under the provisions of the Railway Labor Act and the Brotherhood of Locomotive Engineers and Trainmen.

(3) The General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen will be furnished with copies of decisions rendered by the highest officer designated by the Carrier in connection with the application of this Agreement.

(4) This Agreement will be printed in post binder form and further revisions thereto will be printed and distributed to the employees covered hereby for insertion in the post-binder book. Copies will be provided to the Brotherhood of Locomotive Engineers and Trainmen.



## **SCHEDULE OF WORKING CONDITIONS**

### **Definitions**

- (1) "Available" means that an engine service employee shall have had at least eight (8) hours from the release time of his/her last assignment.
- (2) "Bid," unless specifically qualified, is an application for ownership of an advertised position.
- (3) "Class of service" means the type of work performed, i.e., passenger, freight, yard or hostling service.
- (4) "Emergency work" shall be deemed to be work made necessary by storm, flood, fire, accident, or other catastrophe, which an engine service employee is required to perform outside of his/her scheduled working hours.
- (5) "Engine service employees" as used in this Agreement refer to all engine service personnel, male or female. It includes Engineers, Journeyman-Engineers, and Engineer-Trainees, Grades I, II or III.
- (6) "Engine service employees' working list" shall include all employees, other than those in training or occupying positions of Journeyman-Engineer.
- (7) "Grade of service" refers to job qualifications of engine service employees, i.e., Engineer, or Engineer-Trainee, Grades I, II or III.
- (8) "Initial period of mandatory availability" refers to the first period of mandatory availability following the semi-annual crew assignment selection or an employee's return to duty from his/her relief day or days, sickness, injury, vacation, leave of absence, suspension, etc.
- (9) "Journeyman-Engineer" shall be a fully qualified Engineer whose services are not presently required on the engine service employees' working list.
- (10) "Period of mandatory availability" refers to that period of specified time during which an engine service employee assigned to the guaranteed extra list must be available at his/her calling place for the receipt of calls.
- (11) "Pick" is the designation by an engine service employee of the trimmable position he/she desires to occupy for a particular day.
- (12) "Select" is the choosing of an assignment at the semi-annual change of crew assignments.
- (13) "Specials" refers to any passenger work outside of regular assigned work which is known and planned for in advance and which can be grouped with any other special service wherever time element permits.
- (14) "Terminal" is a location where engine service employees report for their assignments.
- (15) "Trimmable" is an assignment that has been vacant for seven (7) calendar days or a holddown which has been vacated.

**ARTICLE 1**  
**Hours of Work, Rates of Pay**

(a) The basic workday for engine service employees shall consist of eight (8) hours or less. Employees who report for their assignments as ordered shall be entitled to a minimum of eight (8) hours pay, provided they report on time and complete their scheduled assignments. Employees precluded from completing their assignment by direction of the Carrier will be entitled to the normal earnings of their assignments. All employees will cover their assignment five (5) consecutive days in each workweek except as otherwise provided.

(b) Every assignment will have a designated yard or terminal for going on and off duty. All assignments will start and finish in the same yards or terminals.

(c) All time on duty in excess of eight (8) hours or assignment to a second tour of duty within a twenty-four (24) hour period will be paid for at the time and one-half rate of pay, except when the second tour is started twenty-two and one-half (22 ½) to twenty-four (24) hours from the starting time of the first tour.

A twenty-four hour period, as referred to in this Article, shall be considered as commencing for the individual employee at the time he/she started to work on the last shift on which his/her basic day was paid for at the pro-rata rate.

(d) Two (2) consecutive relief days, without pay, in the workweek shall be assigned to each engine service assignment.

(e) The location at which engine service employees are assigned to report will be considered their home terminal.

(f) The preparatory time for engine service employees on all assignments will be fixed by schedule to provide sufficient advance reporting time on initial trip to enable them to properly prepare their trains for service. The release time will also be fixed to enable employees to dispose of their trains as ordered.

(g) Engine service employees reporting late because of interruption of service on the Long Island Rail Road shall suffer no loss of pay, provided the train used is scheduled to arrive at the terminal prior to commencement of the preparatory time of their assignment.

(h) Terminals may be established and/or abolished by the Carrier as required. The Brotherhood of Locomotive Engineers and Trainmen will be advised at least thirty (30) days in advance of any such change. After receipt of notice, the Brotherhood of Locomotive Engineers and Trainmen will be allowed five (5) days in which they may request a review of the intended change.

(i) Night Differential

(1) Effective June 1, 1978, employees in engine service will be provided a night differential of five percent (5%) per hour computed at the straight time rate of pay, frozen at the amount in effect on December 31, 1984, for actual time worked beginning at 8:00 PM on one day and ending at 5:59 AM the next succeeding day. Effective January 1, 1999, these frozen night shift differential rates shall be increased by the 1999-2002 wage increases (Ex. - If the 12/31/84 differential rate was \$1.00, then effective 1/1/99 the differential rate will be \$1.02, etc.). Employees in a new hire progression will receive a pro-rata share of the differential, per the chart in Appendix A. A chart listing the differential applicable to each position is attached in Appendix A.

(2) Except as hereinafter provided, time actually worked covers that period of time from which an engine service employee reports for duty to that time at which such employee is relieved from his/her assignment, including preparatory and release time, prescribed deadheading and meal periods, except where additional pay is allowed account a meal period not having been afforded within the specified time.

(3) Where an engine service employee is otherwise allowed the earnings of his/her assignment, under other current rules of the Agreement, i.e., jury duty, personal leave day absences, military reserve time, court or claims department appearances and vacations, the night differential that would normally accrue to that assignment will be granted to such employee.

(4) All assignments will be allowed night differential payments for all time allowed within the night differential period, regardless of time actually worked, except engine service employees covering passenger assignments which are not required or directed to work a complete basic day of eight (8) hours will be allowed night differential payments for only time actually worked within the night differential period.

(5) Engine service employees used in accordance with the provisions of Article 2(a) and (b) shall be allowed the crew assignment book night differential payments. If used beyond the normal completion time of their crew assignment between the period of 8:00 PM and 5:59 AM, they will be allowed night differential payments on a minute basis for actual time worked during this period, beginning at the completion of their crew assignment book earnings and ending at the time at which they return at their initial terminal.

**Example 1:** An employee's regular crew assignment works between 2:00 PM and 9:00 PM. During the course of his/her assignment he/she is removed at 5:00 PM for another assignment which is completed at 8:45 PM. This employee will receive night differential payments from 8:00 PM to 9:00 PM (crew assignment book night differential) but will not receive a duplicate payment for the period of 8:00 PM to 8:45 PM.

**Example 2:** An employee's regular assignment operates from 2:00 PM to 10:00 PM. At 6:00 PM he/she is removed from his/her assignment and works until 11:00 PM. This employee would be paid from 8:00 PM to 10:00 PM

(night differential for his/her crew assignment book earnings). In addition, he/she would be entitled to one hour's differential pay from 10:00 PM to 11:00 PM for the time used beyond his/her normal release time.

(j) Rates of Pay

All rates of pay granted to employees represented by the Organization signatory hereto are shown in Appendix A.

(k) New Hire Progression

Effective February 9, 1987, for all employees hired thereafter who do not presently hold seniority in Engine Service or are not employees of the Carrier in another craft, there will be a new hire entry progression as follows:

1 <sup>st</sup>	365 calendar days	70%
2 <sup>nd</sup>	365 calendar days	75%
3 <sup>rd</sup>	365 calendar days	80%
4 <sup>th</sup>	365 calendar days	85%
5 <sup>th</sup>	365 calendar days	90%
After	1,825 calendar days	100%

Effective February 9, 1987, for all employees of the Carrier who transfer into the craft, there will be a new hire entry progression as follows:

1 <sup>st</sup>	180 calendar days	85%
2 <sup>nd</sup>	270 calendar days	90%

(or until qualified)

Upon qualification 100%

Employees of the Carrier who transfer into the craft shall be granted credit for their prior company service for purposes of leave, health benefits, and pension. No employee shall receive a benefit in excess of that to which he/she was otherwise entitled due to a mid-year transfer of crafts.

Effective December 5, 1997, all new engine service employees shall be paid at 70% of the Engineer rate of pay for his/her entire time in initial Engineer training. Upon qualification, such Engineer shall be paid at 100% of the Engineer rate of pay.

During initial Engineer training	70%
Upon qualification	100%

## **ARTICLE 1A Direct Deposit**

Effective March 28, 2000, the parties agree to go to a mandatory direct deposit of the payroll system. The Carrier will no longer issue negotiable payroll checks to employees who are members of the Organization and, instead, will issue a "non-negotiable payroll deposit advice" to any bank or credit union of the employee's choice. This deposit advice shall contain all the payroll earning and deduction information which was previously contained on the pay check stub and will be distributed to employees at each pay location on the designated payday. The deposit advice will also contain the name of the bank designated by the employee together with the net amount of the deposit. As a result of direct deposit, there will no longer be a requirement to provide employees with check cashing time or the services of a check cashing truck.

## **ARTICLE 2 Service On Other Than Regular Assignment**

(a) A regularly assigned engine service employee on or after reporting for duty on his/her assignment who is used when an employee from the guaranteed extra list is not available or cannot be made available, to perform service of the same class on another assignment will be paid the actual time for such additional service at the straight time rate in addition to the earnings of his/her scheduled assignment.

(b) An engine service employee on or after reporting for duty on an assignment who is used in another class of service, in other than an emergency, will be paid not less than a minimum of a day's pay in addition to the earnings of his/her scheduled assignment.

(c) When the additional service referred to in paragraph (a) above is performed because of the failure of an engine service employee to report for his/her assignment or a portion thereof due to his/her own fault, no additional compensation will be allowed under paragraph (a).

(d) An engine service employee placed on other than his/her regular assignment will be returned to his/her own assignment as soon as practicable. A regularly assigned engine service employee removed enroute or prevented through no fault of his/her own from completing his/her run will be allowed the full earnings that his/her assignment would have paid.

(e) Engine service employees notified prior to the release time of their assignment that upon completion of their assignment they will be required for duty in the same class of service for any additional period of time will have such time paid for at the rate of time and one-half, including time consumed in returning to home terminal, which shall be computed by use of the next available train service, unless other means of transportation is provided.

(f) Whenever an engine service employee shall sustain injury while riding in any motor vehicle in the course of his/her employment at the direction of the Carrier, its agents, servants or supervisory personnel, it shall be agreed as between said engine service employee and the Carrier that the said motor vehicle shall be considered to be, for the purpose of this Article only, an instrumentality of the Carrier under the operation and control of the Carrier and, for the purposes of this Rule only, the operator of the said motor vehicle shall be considered to be an employee of the Carrier; it being understood, however, that the said operator of the vehicle shall obtain no rights hereunder and as between the employee and the Carrier shall have only such right, if any, as he/she would have were this Agreement not in effect, and that, for the purposes of this Article, the engine service employee while riding in said motor vehicle shall be entitled to all the rights and benefits accruing to him/her under the provisions of the Federal Employer's Liability Act.

(g) An engine service employee called from the guaranteed extra list or relief day list will be advised of the class of service in which he/she is to be used. In the case of extra freight service, he/she shall be informed of the reporting time and place and turning points of the assignment. If after reporting, he/she is required to go beyond the turning points designated in the call, a payment of two (2) hours at straight time rate of pay will be added to the earnings of the assignment.

(h) An engine service employee called for specials will be notified the type of special on which he/she is to be used. He/she may perform as many trips in such service to as many points as necessary. This does not preclude the combination of different types of known specials in the same call.

(i) Engine service employees assigned to operate a special train or trains, i.e., race train, group tours, football specials, baseball specials, will receive a minimum of eight hours pay for all time on duty in such service, which can be grouped with any other known special service wherever time element permits.

(j) Change of engine service is limited to the delivery of engines from one point to another for the use of other crews and/or return of engines to a point where repairs or servicing is to be performed.

(k) Roustabout service is a passenger service which may include, but not be limited to the handling of test trains, shop cars, scrap cars, horse cars, or equipment movements (without passengers), other than those scheduled in the Crew Assignment Book or as defined under "Specials."

(l) Regular crew assignments, except those using multiple energy source equipment, or roustabouts, may not include diesel and multiple-unit equipment in the same assignment. In the application of this paragraph, multiple energy source equipment will not be considered diesel equipment.

(m) Services outlined in this Article may not be commingled during any one tour of duty.

(n) If an engine service employee is relieved at Long Island City, which is other than his/her regularly assigned terminal, and there are no trains available to Jamaica or no other means of transportation is provided, the employee will be allowed thirty (30) minutes to Woodside Station and return on the next available train to Jamaica. Upon arrival of the train at Jamaica an additional twenty (20) minutes will be allowed from Jamaica to Morris Park. All such time will be paid on a continuous basis at the straight time rate of pay. If the cumulative time exceeds eight hours, the excess time over eight hours will be paid at the time and one-half rate of pay.

### **ARTICLE 3 Guaranteed Extra List**

(a) Engine service employees must be qualified on all types of equipment and in the physical characteristics of all branches of the Railroad to bid assignments on the guaranteed extra list.

(b) Engine service employees selecting guaranteed extra list assignments will be guaranteed a minimum of five (5) basic days' pay; one and not more than one day's pay for each calendar day within the employee's assigned workweek, provided they are available for service on each of the five (5) days of their assignment. Work performed in any class of service will count toward the guarantee. Only work performed on one tour of duty in a 24-hour period shall be counted against the guarantee.

(c) If an employee is unavailable on any calendar day in his/her workweek due to some action of his/her own, he/she will forfeit the guarantee for that day. Conversely, if an employee is prevented from being available on any calendar day in his/her workweek due to actions of the Carrier, then his/her guarantee for any such day will be paid.

#### **Interpretation of (c)**

The manner in which an employee can forfeit, through some action on his/her part, his/her daily guarantee includes but is not limited to the following:

1. Exercising his/her prerogative to return to a holddown.
2. Exercising his/her seniority to pick round a calendar day.
3. Being unavailable, such as sickness, failure to answer the phone during his/her period of mandatory availability, requesting a day off, etc.

The manner in which an employee may be prevented from being available due to some action of the Carrier includes but is not limited to the following:

1. Requiring an employee to perform duties of such a nature as to skip one calendar day of work; namely, being required to cover an assignment whose call time is of prolonged duration prior to the reporting time of the assignment; being required to work extended periods of overtime, etc.
2. Failing to be called for an assignment which commences not later than 12:00 Midnight on the last day of his/her scheduled workweek.

(d) Guaranteed extra list assignments will cover all vacancies on a first-in, first-out basis, except as qualified in this Article by sections: (i) short calls and busy signals, (l) exchanges, (n) holddowns, (o) picks; and when guaranteed extra employees are not available or cannot be made available.

(e) Engine service employees on the guaranteed extra list will be considered available for call between the eighth (8th) hour and the sixteenth (16th) hour following the completion of their previous assignment. This period shall be known as a period of mandatory availability.

(1) A Guaranteed Extra List engineer who has satisfied his/her daily guarantee and again becomes available in the same calendar day shall be called to work an assignment prior to the expiration of his/her availability. Engineers who have already picked and received an assignment for the following day or returning to a hold down or it is the fifth day of their workweek will not be subject to this provision. In addition, when an Engineer is assigned in accordance with this provision he/she will not be entitled to the punitive rate of pay on this assignment.

(f) Engine service employees receiving payment under the guarantee will be immediately placed at the bottom of the list and a new cycle of availability will begin sixteen (16) hours after being placed on the list.

(g) Engine service employees returning to the guaranteed extra list from relief day or days, sickness, injury, vacation, leave of absence, suspension, or displacement will be considered available for eight (8) hours from the same time as their initial period of mandatory availability, and provided they have not picked in advance of their return to the list.

(h) Engine service employees returning to duty per their IPMA will be placed on the bottom of the guaranteed extra list in availability and seniority order (eight (8) hours in advance of IPMA).

#### **Illustrative Example:**

Employee No. 1 having completed his/her tour of duty and signed the list at 3:00 PM, becomes available at 11:00 PM. Employee No. 2 having completed his/her tour of duty and signed the list at 4:30 PM, becomes available at 12:30 AM. An extra list employee returning who has an IPMA of 12:01 AM would be placed on the list between Employees No. 1 and No. 2 and be available at 12:01 AM.

(i) An engine service employee will be called as close as practicable three (3) hours in advance of the reporting time of an assignment, except for assignments which report at Speonk or east of Speonk and east of Ronkonkoma where the calling time will be four (4) hours in advance of the reporting time. This calling time as specified above, may be extended on either side as follows: fifteen (15) minutes either side when four (4) or more assignments must be called at the same time; ten (10) minutes either side when two (2) or three (3) assignments must be called at the same time; five (5) minutes either side when one (1) assignment must be called. Upon receipt of a busy signal, the above periods will be extended for all subsequent calls until a second call has been made not less than five (5) minutes after the first call was made. An employee may not be dropped during his/her period of mandatory availability, upon receipt of a busy signal (when called for an assignment) until he/she has been called a second time not less than five (5) minutes after the first call was made. If calls are extended beyond the above-prescribed periods, the call shall be considered a short call and the employee need not accept the call. At no time will the calling time of an assignment be extended so as to avoid punitive payment or the payment of a guarantee.

#### **Illustrative Example:**

1. An employee's period of availability begins at 7:05 AM. The open assignment requires a calling time of 7:00 AM. This assignment will not be held open until the employee becomes available, but will be filled from the Guaranteed Extra List.
2. An employee's period of availability is from 8:00 AM to 4:00 PM. The open assignment requires a calling time of 4:03 PM. This time may not be moved to 3:58 PM in order to circumvent the paying of a guarantee. However, the next employee could be called at 3:58 PM for an assignment which is normally called at 4:03 PM provided he/she has an availability covering the 3:58 PM to 4:03 PM time frame.

(j) Engine service employees completing their assignment must call the Crew Dispatcher promptly to again mark up on the guaranteed extra list, advising the Crew Dispatcher the exact time they completed their assignment. At this time, the Crew Dispatcher will give out such information as to their position on the list and how many vacancies

are open for the balance of the day. If two (2) or more employees finish at the same time, they will be placed on the guaranteed extra list in seniority order.

(k)(1) Engine service employees requesting one (1) day off may not sign the guaranteed extra list until the expiration of twelve (12) hours from the time they marked off or requested to be off and may not remain off more than twenty-four (24) hours.

(2) Engine service employees marking off sick may not return to the guaranteed extra list until the expiration of twelve (12) hours; and should any absence due to sickness exceed fifteen (15) calendar days, they must obtain and present it to the Crew Dispatcher or the Engine Service Section of the Transportation Department, a return-to-duty card from the Carrier's Medical Examiner.

(l)(1) Engine service employees will be allowed to exchange assignments provided the difference in call time is not in excess of one (1) hour. Employees may request an exchange of their holddowns after they have covered the assignment for one (1) or more days.

(2) Engine service employees cannot swap trimmable assignments.

(m) When two or more assignments are called to report at the same time, the senior employee called will have his/her choice of the assignment to be covered.

(n)(1) Engine service employees called for an assignment that is open for more than one (1) day may, upon completion of the first day of such assignment, elect to hold such assignment for not more than seven (7) calendar days observing the relief days of their guaranteed extra list for the relief days of the assignment they are covering.

(2) Employees called for an assignment on a relief day of their holddown assignment which will not permit their return to the holddown assignment because of lack of proper rest may elect to either forfeit the assignment for which they are being called or forfeit their holddown assignment.

(3) When two (2) hours or more notice is given to the Carrier to cover the balance of an assignment, an engine service employee from the guaranteed extra list or relief day list must be called for the balance of that assignment. Should this vacancy exist for an undetermined period of time, the guaranteed extra list employee may hold down the same assignment in accordance with (n)1. If he/she does not elect to hold down the assignment, it will be filled from the guaranteed extra list on the following day. This vacancy will become trimmable after seven (7) calendar days except as provided in (n)5).

(4) Engine service employees on holddowns who are off for Company business, personal leave day, vacation day or absent with permission day, may return to their holddowns by notifying the Crew Dispatcher prior to 5:30 PM. Vacancies in this instance will not be trimmable.

(5) Should an employee relinquish his/her holddown, the assignment will become trimmable. When an employee vacates his/her holddown because of following the relief days of his/her guaranteed extra list assignment, the vacated assignment will be trimmable for those days. Only those assignments known to be open at 12:00 Noon will be added to the pick list of trimmable assignments for the next day.

(6) Employees returning to duty on their IPMA will only be permitted to pick assignments which report on or after their IPMA time.

(7) Exclusive of holidays, employees picking trimmable assignments will be paid at the pro-rata rate of pay for the first eight (8) hours or less for that tour of duty.

(o) At 12:00 Noon each day the Crew Dispatcher will make available the pick list of all trimmable jobs. Engine service employees desiring to pick assignments for the following day must do so between the hours of 12:00 Noon and 5:30 PM when the board closes.

(p)(1) At 5:30 PM, the Crew Dispatcher will make up the board for the following day, assigning employees who have picked their requests in seniority order. All other vacancies left open will be called on a first-in, first-out basis.

(2) All engine service employees who have picked assignments are required to check the board after 7:00 PM for their assignment on the following day.

(q) Engine service employees covering yard assignments may not sign the list until the expiration of eight (8) hours from the reporting time of their assignment. If their assignment exceeds an eight-(8) hour tour of duty, they may not sign the list until they have completed their assignment.

(r) The Carrier will maintain a record to verify calls to engine service employees and a representative of the Brotherhood of Locomotive Engineers and Trainmen will be afforded an opportunity to monitor or review such records. The records will include the use of timed tapes.

#### **Illustrative Example:**

An employee is scheduled to return from his/her relief days at 4:00 AM commencing his/her initial period of mandatory availability:

1. Such an employee may be called any time within the three-hour call time prior to 4:00 AM of the day following his/her relief day for any assignment, the reporting time of which is after 4:00 AM.

2. (a) His/her initial period of mandatory availability which commenced at 4:00 AM continues for eight (8) hours. If he/she is not called for work during this period of mandatory availability, he/she will be paid a daily guarantee and his/her name will be "dropped" to the bottom of the list.

(b) If, on the other hand, the employee fails to answer the phone, when called, during this period of mandatory availability, he/she will forfeit all claims to his/her daily guarantee for that date, and his/her name will be "dropped" to the bottom of the list.

3. The next period of mandatory availability for the employee will commence sixteen (16) hours after being "dropped." If after being "dropped," as set forth in paragraph 2(a) above, the employee is subsequently used for an assignment that reports for service during the aforementioned sixteen (16) hour period, he/she will be paid for all services performed on such assignment at the time and one-half rate.

4. All subsequent occurring periods of mandatory availability will be treated in the same manner as indicated above.

(s) See April 22, 1999 letter agreement re: guaranteed extra list attached as Appendix H.

#### **ARTICLE 4 Relief Day Work**

(a) Engine service employees who desire to work on the relief day or days of their assignments, after the guaranteed extra list is exhausted, may do so by notifying the Crew Dispatcher. They will only be allowed to sign the relief day list after the completion of their regular assignments and will be placed on the list in the order they complete their assignments provided the Engineer notifies the crew dispatcher within three (3) hours of the completion of his/her regular assignment. If notification is not made within three (3) hours, the Engineer will be placed on the list in the order of actual notification to the crew dispatcher.

Guaranteed extra list employees who complete their assignments on the last day of their scheduled workweek, after 1:00 PM or later, will be permitted to sign the relief day list.

Guaranteed extra list employees finishing prior to 1:00 PM must sign the guaranteed extra list and, after sufficient rest, be available to cover open assignments.

At 9:00 PM, should any of the above employees not be used, they will be placed on the relief day list at the completion time of their last assignment for which compensation was paid.

Employees unavailable for call on the last day of their scheduled workweek will forfeit their placement on the relief day list and may sign the relief day list at or after 9:00 PM by contacting the Crew Dispatcher.

(b) Engine service employees who make themselves available for additional service on their relief day or days as specified in paragraph (a) will be used in the order they made themselves available. Except for GXL Engineers, they will not, however, be given an assignment that will prevent their covering their regular assignment on the following day because of lack of rest, but they will retain their relative standing of the relief day list.

(c) With the exception of GXL Engineers, engine service employees who are given an assignment off the relief day list which would prevent them from covering their regular assignments the following day will be paid for both assignments.

(d) Engine service employees on the relief day list who do not answer the telephone when called will be dropped to the bottom of the list. If their name becomes first out for a third call and they do not answer the telephone, their name will be removed from the relief day list for that relief day or days involved.

(e) Engine service employees who decline to accept relief day work when given proper calls will be removed from the relief day list for a period of thirty (30) days effective with their fourth (4<sup>th</sup>) refusal to work between general picks. A proper call will be notification of not less than two (2) hours in advance of the reporting time of the assignment for which called.

(f) Engine service employees who have not performed service or received payment on the guaranteed extra list for each of the five (5) days of their regular assignment will not be used for additional service, off the relief day list, until all engine service employees who have worked each of the five (5) days of their regular assignments have been used. If then used, they will be compensated at the straight time rate for the first eight (8) hours or less of their assignment.

(g) Engine service employees who perform service on their regular relief days will be paid at the rate of time and one-half, provided they have performed service on five (5) consecutive days prior to the inception of their relief days or in the event of a change in assignments, provided they have performed service on five (5) consecutive days during the last workweek of their former assignment. If an employee is compensated for reporting at the direction of the Carrier or for a holiday occurring during his/her workweek, it will be considered a workday for the purpose of being eligible for payment at the rate of time and one-half on relief days. Employees absent account of sickness or absent with permission will not be considered as fulfilling the five-(5) day requirement.

(h) Engine service employees reporting for instructions or training on their relief days will be compensated a minimum of eight (8) hours at time and one-half, except when qualifying as outlined in Article 5.

(i) Engine service employees required to attend Book of Rules and Air Brake Examination will have periods of instruction programmed to provide eight (8) hours rest before and after such instruction.

(j) See April 22, 1999 letter agreement re: relief day list attached as Appendix H.

## **ARTICLE 5 Training**

In order to assure sufficient qualified engineers to meet the demands of service, the Carrier will provide a training program as set forth below.

All periods of time stated herein, i.e., days, weeks, months, are calendar day periods.

(a) Period of Training (Applicable to training programs commencing upon the utilization of a motion simulator.)

The training provided in this program shall be for a period of not less than 9 months duration.

Carrier shall implement the necessary changes to the training program. Such training program shall outline the total length of the training (minimum of 9 months duration), the examination schedule, the subject matter covered and any other pertinent information as determined by the Carrier. The Book of Rules and Physical Characteristics portions of the training program may be given to employees and prospective employees on their own time and without compensation from the Carrier

Trainees shall commence training in Grade II and shall progress through training to Grade I as determined in the Carrier's Training Program.

(b) Required Examinations

Trainees will be required to pass all examinations in accordance with the Engineer Trainee Program. Periodic quizzes will be given at any time during training.

(c) Failures and Re-Examinations

1. Trainees who fail any part of the four-part interim examination will not be held out of service as a result and shall continue with their regularly scheduled classes. During this time, the trainee shall be paid 50% of the Engineer rate of pay to a maximum of ten working days provided that the trainee passes the retest. Only one re-examination will be given. The training schedule and due dates of subsequent examinations will be unaffected by this action.

2. Trainees who fail any part of the four-part final examination will not be held out of service as a result and shall continue with their regularly scheduled classes. During this time, the trainee shall be paid 50% of the Engineer rate of pay to a maximum of ten working days provided that the trainee passes the retest. Only one re-examination on each portion will be allowed and inability to successfully pass all re-examinations within that period will constitute a terminal failure.

3. This 50% payment for ten days shall apply only once for the interim examination and only once for the final examination regardless of parts failed so that no employee shall receive more than 20 days at the 50% Engineer rate.

4. If any re-examination is not taken or is failed, the employee will, upon request, be given consideration for transfer to other departments of the Carrier. If no transfer is requested, or if the Carrier is unable to provide an immediate transfer to another department, the trainee's services with the Carrier will be terminated.

(d) General Training

1. Instruction will be given by persons competent and qualified to provide the necessary training in the subject being studied. Field instruction will be provided by competent engine service employees or by members of the staff or supervisory force of the engine service department or by similarly qualified members of the Training Section of the Human Resources Division but who have a position on the engine service employees' roster.

2. Training may be scheduled at any time during the calendar week, with daily starting times varying according to program needs. The training day will be for 8 hours, exclusive of 30 minutes being permitted for meal period. In the event the training day exceeds 8 hours and 30 minutes, the excess time shall be paid for at the rate of time and one-half.

3. The schedule of training, both classroom and field, shall provide for two consecutive days of rest in each workweek.

4. At the successful conclusion of the training program as provided herein, employees will be promoted to Journeyman-Engineer. They shall continue to occupy a position in the Journeyman-Engineer classification unless they are promoted to a position on the engine service-working list.

5. While in training programs, trainees will not be permitted to bid for assignments and may be assigned to any assignment for the purpose of training. When so assigned all the rules and agreements applicable to engine service employees will apply to the duties performed by the trainee.

6. Vacations will be assigned consistent with trainee progress and with program requirements as determined by the Carrier.

7. The Carrier reserves the right to formulate the training programs to accomplish the purpose for which such programs are intended. The Carrier shall have the right to select and assign instructors, and to modify, alter or change the content of the training program.

8. Trainees will be required to attend all classes and to perform training assignments regularly and on time.

9. Trainees are expected to report for classes adequately prepared to discuss advance-reading assignments.



10. In order to provide training experience, the Carrier may operate special training trains. These trains will be used exclusively for training purposes in non-revenue service. Such trains may be operated and manned by the Carrier with Instructors who have a position on the engine service employees' roster, without assigning an engine service employee to such trains, other rules of this Agreement, particularly Article 24, notwithstanding. This provision shall not be applicable to trains operated in extra, assigned or regular service, or to any other engine service for which an engineer from the engine service-working list would otherwise be assigned.

#### **INTERPRETATION**

##### **Field Instruction**

(1) Engineers shall, when required by the Carrier, instruct and supervise engineer trainees in the operation of a train, and shall permit engineer trainees to handle the engine. Members of the staff or supervisory force of the Transportation Department or similarly qualified members of the Training Department who have a position on the engine service roster shall make a determination that an engineer trainee is competent prior to initially assigning a trainee to handle a train in revenue service under the instruction and supervision of an engineer.

(2) When so instructing and supervising a trainee in train handling, the engineer shall retain responsibility, but the engineer shall not be responsible for errors or rules violations of the trainee unless the engineer might reasonably have prevented the error or violation by the exercise of prudent oversight and supervision.

(3) The engineer shall complete a written evaluation of each trainee assigned to handle an engine under the engineer's supervision and instruction, on a form to be provided by the Carrier.

(4) An engineer directed by the Carrier to instruct a trainee on his/her assignment shall receive one-hour pay at the straight time rate for each day assigned. This increase is contingent on the engineer completing the Carrier supplied evaluation form to the satisfaction of the Carrier. No allowance will be paid in cases where the trainee is not required by the Carrier to operate the engine.

(5) The Carrier will endeavor to secure volunteers from the engineers' ranks to serve as instructors, to the maximum practicable extent. In the event there is an insufficient number of volunteers to meet the Carrier's training requirements, the Organization will assist in soliciting engineers to volunteer to serve as instructors. It is not anticipated that engineers will be required to serve as instructors against their personal wishes unless there are still not sufficient volunteers for the branches and equipment involved.

#### **ARTICLE 6**

##### **Payment For Time Attending Hearings Or Investigations In Court, Claim Or Law Departments**

Engine service employees required by direction of the Carrier to report to court, the Claim or Law Departments, or to attend as a witness at a trial, hearing or investigation, will be allowed as follows:

(a) If required to report during their normal tour of duty, time held in excess of normal release time will be allowed at the time and one-half rate, including time consumed in returning to home terminal, which shall be computed by use of next available train service, unless other means of transportation is provided.

(b) If required to report in advance of the reporting time of their normal tour of duty, payment at the straight time rate will be allowed on a minute basis. This will include time deadheading from the yard or terminal where the employee was scheduled to go on duty on a train scheduled to arrive just prior to the time the employee is scheduled to report for the above services, and return to such yard or terminal on the first available train following such services. If the cumulative time exceeds eight (8) hours, the time in excess of eight (8) hours will be paid at the time and one-half rate of pay.

(c) If required to report on a relief day, an engine service employee shall be allowed time and one-half for the actual time of attendance, with a minimum of eight (8) hours at the time and one-half rate of pay. Employees will be ordered into the Claim or Law Departments on their relief days only when such appearance cannot be made on other than their relief days.

(d) Engine service employees, upon written notice of release from the Claim or Law Departments, shall ascertain from the Crew Dispatcher that they are marked up for their assignment on the following day.

(e) Should engineers be involved in accidents connected with their employment which require they accompany police authorities to local precincts or headquarters for the purpose of further interrogation, an attorney from the Carrier's Law Departments will be sent immediately to such precinct or headquarters to counsel the affected engineer.

(f) Freight Engineers, GXL Engineers, Yard, Hostlers, and Change of Engine Engineers attending Company Court shall be paid based on 1/5th of the previous week's earnings exclusive of relief day and holiday compensation with a minimum of one basic day.

**ARTICLE 7**  
**Physical Examinations**

(a) Engine service employees will report for required periodic or special physical examinations as scheduled by the Carrier's Medical Office. Employees reporting for examination at the scheduled time and date, whose examinations are not completed within three hours from the time they report, will be compensated for the day at the normal earnings of their assignments. Every effort will be made to schedule the appointments at such times as not to interfere with the employee's normal working hours.

(b) Employees will not be required to report for physical examinations on their relief days or while on vacation.

(c) Employees absent on account of illness for more than seven (7) (effective March 28, 2000, fifteen (15)) calendar days, or in case of injury for one day or more, will not be permitted to return to duty until they obtain and present to Crew Dispatcher or Engine Service section of the Transportation Department, a certificate from the Medical Examiner certifying to their fitness for duty. This certificate must be presented prior to 5:30 PM. Employees will not be paid while obtaining a return to duty certificate, except under the provisions of the sick leave agreement.

**ARTICLE 8**  
**Determination of Physical Fitness**

When an engine service employee has been removed from his/her position on account of his/her physical condition and the Brotherhood of Locomotive Engineers and Trainmen desires the question of his/her physical fitness to be finally decided before he/she is permanently removed from his/her position, the case shall be handled in the following manner: The General Chairman shall bring the case to the attention of the Carrier. The Carrier and the General Chairman shall each select a doctor, each notifying the other of the name and address of the doctor selected. The two doctors thus selected shall examine the employee and, if after conferring are not in agreement as to the employee's physical condition, they shall appoint a third doctor, the three to constitute a Board of Doctors.

If the parties are unable to agree upon the selection of the third, or neutral doctor, the Queens County Medical Society will be asked to name such third doctor. Such Board of Doctors shall then fix a time and place for the employee to meet them for a joint physical examination. After completion of the examination, they shall make a full report in duplicate, one copy of each to be sent to the Carrier and the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen.

The decision of the Board of Doctors on the physical fitness of the employee to continue in his/her regular occupation shall be final.

The doctors selected for such board shall be located at a convenient point so that it will only be necessary for the employee to travel a minimum distance, and if possible, not be away from home for a longer period than one day.

The Carrier and the Brotherhood of Locomotive Engineers and Trainmen shall each defray the expenses of its respective appointee. At the time their report is made, a bill for the fee and traveling expenses, if there are any, of the third appointee should be made in duplicate, one copy to the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen and one copy to the Carrier. The Carrier and the Brotherhood of Locomotive Engineers and Trainmen shall each pay one-half of the fee and the traveling expenses of the third appointee.

When an Engineer with sufficient seniority as such to fill the position of Engineer is declared physically disabled for service as an Engineer, but can be used on a yard assignment, such employee shall, in accordance with his/her seniority and at the request of the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen, be placed on an assignment for which he/she is physically qualified. When an engineer is so placed, he/she may not work more than eight (8) hours in a twenty-four (24) hour period, and not more than five (5) days in any seven (7) day period. At the semi-annual change of crew assignments a sufficient number of yard service assignments shall, in consultation with the General Chairman, be designated for the placing of those engine service employees then disabled. If, in the period between crew assignment changes, additional engine service employees become disabled, then this list shall be increased accordingly. Other engine service employees, in the event of disability, may, by mutual agreement, be placed on an appropriate assignment.

When an employee is declared physically disabled for engine service, he/she will be considered for other employment in the Company, for which he/she is physically qualified.

Seniority will be protected and restored in those instances where the disability is not declared to be of a permanent nature.

**Sick Leave - On-Duty Injury**

(a) Employees who are disabled as a result of an on-the-job injury will be granted sick leave allowance consistent with the provisions of the Sick Leave Agreement.

In the event a dispute arises as to the ability of the employee to return to duty, the employee's case will be referred to a panel of neutral medical practitioners selected by the parties. Such panel will consist of board-certified specialists in various medical fields, including neurology, orthopedics, psychiatry, pulmonology, and cardiology.

In the event the parties are unable to agree on the neutral doctor in a particular specialty, the Medical Society of Queens County will be contacted to appoint a panel member.

The panel of doctors shall be limited to practicing physicians.

Arrangements will be made for the neutral doctor to examine the employee in question as to his/her ability to resume work. Both the Carrier and the treating physician will arrange to supply the neutral doctor the complete medical file of the employee prior to the actual examination of the employee by the neutral doctor. The decision of the neutral doctor will be controlling. In those instances when it is determined by a neutral doctor that an employee is unable to return to duty, a prognosis will be required.

The Carrier will bear the full cost of the neutral doctor's fees and expenses.

Additionally, a panel of doctors as described above may be established in order to determine whether an alleged injury was the result of an on-the-job incident. The following question shall be put to the impartial doctor:

"In your professional medical opinion is the employee's disability a result of the on-the-job injury?"

(b) Employees who are absent from work while incapacitated by injury received in performance of duty, or by illness, who are not able to perform the full duties of their position, but who are capable of rendering restricted duty, may be assigned such duty during the period of their incapacity without regard to craft or class or seniority. Employees placed in restricted duty positions will receive the rate of their former position or of their new position, whichever is higher. No employee will be displaced from his/her regular position on account of the placement of a restricted duty employee. Employees on restricted duty may have their restrictions reviewed by the Carrier upon request. The employee will be provided with the best available position for which he/she is qualified, consistent with his/her medical restrictions.

#### **ARTICLE 8A Americans With Disabilities Act**

The parties recognize the employer's obligations under the Americans With Disabilities Act. The Carrier will take all steps necessary to comply with the law and to act in conformance with the negotiated agreements, in concert with the Organization.

#### **ARTICLE 9 Selection Of Crew Assignments**

(a) Two selections of assignments will be made each year, one during the period March 1st to June 1st and a second during the period September 1st to November 1st.

Crew Assignment Books will be published by the Carrier, coincident with the semi-annual selection of crew assignments. These Crew Assignment Books shall indicate the timetable to which they apply and all regular crews by number and reporting terminal. They will set forth the relief days, holidays and times, terminals and numbers of all trains to be operated by each regular crew assignment.

Additionally, they will list certain assignments by number which will be known as guaranteed extra list assignments. These assignments will show the relief days assigned and the time of the commencement of the initial period of mandatory availability of each guaranteed extra list assignment.

Any changes made during the life of the Crew Assignment Book will be discussed between the Brotherhood of Locomotive Engineers and Trainmen and the Carrier, but final decision will be reserved to the Carrier. All revisions to the Crew Assignment Book and/or Timetable shall be published in sticker form or by replacement pages.

(b) At the semi-annual change of Crew Assignments specified in paragraph (a) above, the engine service working list, excluding engine service employees who are off due to illness or disability of seven (7) days or more, leave of absence, or vacation, will be divided into ten (10) equal groups in order of seniority and have an allotted time during a five (5) day period in which to select an assignment.

The period for selection of assignments by engine service employees will be from 8:00 AM to 12:00 Noon and from 2:00 PM to 6:00 PM. Within two (2) hours after the close of each period, a complete list of all engine service employees who have selected assignments and the assignments they have selected will be posted at Morris Park, Jamaica, New York, Brooklyn and Babylon. Employees will check with the Crew Dispatcher to ascertain their assignments by 5:30 PM of the day following their selection period.

Engine service employees may select their assignments by submitting a CT-88 Form during, or prior to, the designated time and date shown on the schedule.

The Carrier will provide a minimum of three (3) telephone extensions which will be manned by personnel equipped to furnish necessary information, such as jobs still available for selection, to engine service employees and to take their selections.

The selections must be made during, or prior to, designated hour and date shown on posted schedule.

(c) Positions selected on the guaranteed extra list will be considered regular assignments; the Carrier and the Brotherhood of Locomotive Engineers and Trainmen shall review the list not more often than every twenty (20) days, except during the fifteen (15) day period immediately following the closing of the semi-annual change of Crew Assignments, and make necessary increases in seniority order or decreases in reverse seniority order in accordance with the requirements of service, but final decision as to the adjustment of the list will be reserved to the Carrier.

When in the judgment of the Carrier it becomes necessary to reduce the number of employees on the engine service working list, the most junior employee then on the working list will be demoted to the position of Journeyman-Engineer.

Conversely, when it is necessary to increase the number of employees on the engine service-working list, the necessary employees will be promoted from the Journeyman-Engineer class and placed, subject to bid, in seniority order on the guaranteed extra list assignments.

The crew assignment book will reflect both actions.

(d) The Long Island Rail Road is one seniority district. All engine service employees, therefore, have universal seniority over the entire railroad. All employees will have preference in selecting assignments which their seniority standing and qualifications permit.

(e) An employee who is displaced by a senior employee or whose assignment is revised or abolished will have the right to displace any junior employee.

Employees returning to duty from illness, temporary disablement, leave of absence, vacation or suspension must check with the Crew Dispatcher before 5:30 PM of the day preceding their return. They will revert to the position to which they were assigned prior to their absence or exercise seniority to any position bulletined during their absence and to which a junior employee has been assigned, provided they exercise their seniority before 5:30 PM on the second day after their return to service.

Vacancies, except vacations, known to be more than 30 days duration shall be advertised for bid.

(f) Crew Assignment Books shall be issued to the Brotherhood of Locomotive Engineers and Trainmen Local Committee not less than twenty (20) days and to employees not less than ten (10) days before the commencement of the selection period.

(g) If, at the conclusion of the selection period, regular crew assignments remain unselected, then the number of guaranteed extra list assignments will be increased the same number as the unselected assignments. These additional guaranteed extra list assignments shall have their relief days and reporting times as determined by the Carrier. This determination shall take place during the interval between the close of the selection period and the effective date of the new Crew Assignment Book. The new guaranteed extra list assignments thus created shall be covered by placing thereon, subject to bid, the youngest employees in seniority order.

When the number of vacancies existing after a general selection of regular assignments, due to the employees assigned to the engine service employees working list in accordance with paragraph (b) hereof failing to select assignments, exceeds twenty percent (20%) of the total number of regular crew assignments in the Crew Assignment Book, the junior employees who have not selected shall be placed on these vacancies in seniority order in consultation with the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen.

In the event that such placement does take effect and an employee subsequently vacates an assignment, those senior to him/her may exercise their seniority.

## **ARTICLE 10**

### **Advertising Assignments**

(a) Vacancies in all permanent runs will be advertised on designated bulletin boards for six (6) days commencing 12:01 AM on the first and third Wednesday of each month and shall be assigned to the senior engine service employee making application; providing they are considered competent in the judgment of the System Road Foreman, who shall be the sole judge of the fitness of any employee for any run, subject to the right of appeal to the Chief Transportation Officer. In the event an engine service employee is disqualified by the System Road Foreman, within ten (10) calendar days, the Chief Transportation Officer and the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen shall confer to form a committee who shall provide the employee with an opportunity to prove his/her ability.

When trimmed, employees will be handled in the following manner:

1. An Engineer, when trimmed, must displace a junior employee working a regular crew assignment.
2. Employees who have been trimmed and have "no place to go" will be assigned Guaranteed Extra List positions with their relief days and initial period of mandatory availability designated by the Carrier. These assignments will not be advertised and may be changed to conform with the awarding of a bulletin, once during each calendar month.

While assigned, employees must bid for all assignments on each bulletin until they are awarded a regular position. These employees are not subject to being trimmed.

(b) All applications must be filed in the Manager-Transportation Manpower Office of the Transportation Department not later than 11:59 PM on the date of expiration of advertisement (Monday).

(c) Vacancies advertised will be posted no later than 2:00 PM Tuesday and awarded on Wednesday following the closing of the advertisement (to the senior qualified employee who bids for it).

Employees bidding, trimming, or assigned as above, from one extra list assignment to another extra list assignment, or from a regular assignment to an extra list assignment will be placed on the list at the IPMA (initial period of mandatory availability) of their new assignment; however, should the assignment they are working preclude their being placed on the new IPMA due to not having eight (8) hours rest, they will be permitted to sign the Guaranteed Extra List upon completion of their previous assignment.

(d) Exclusive of holidays and relief days, when covering their new assignments in accordance with this Article employees will be paid at the pro-rata rate of pay for the first eight (8) hours or less of service on the first tour of duty of their new assignment.

The loss of time to an employee bidding from one assignment to another will be kept to a minimum.

(e) The Carrier will continue to re-advertise on subsequent bulletins those assignments for which there have been no bidders.

(f) An application from an employee for the assignment he/she has just vacated by bid shall not be considered until it is again vacated unless for any cause such employee has been displaced or removed from the assignment to which he/she had bid, in which event his/her application for the assignment he/she had vacated shall be considered.

(g) Unless otherwise provided, engine service employees "up to select" shall arrange to make a selection of a new assignment prior to 5:30 PM of the third (3rd) day in which they are up to select.

(h) If in the exercise of seniority an employee elects an assignment which results in his/her working in excess of five (5) days in a workweek, except where the relief days are the same as his/her last assignment, the employee must work five (5) days in his/her new assignment to be eligible for overtime pay for work performed on the sixth (6th) or seventh (7th) day, except for daily overtime as provided in Article 1(c).

(i) A visual type Crew Board will be posted, except in extenuating circumstances, at Jamaica and New York in the following manner:

(1) Guaranteed Extra List -- no later than 1:00 PM on the following day.

(2) Pick List -- no later than 1:00 PM for that day.

(3) Pick List Awards for next day -- no later than 7:30 PM. (Guaranteed Extra List employees are still required to check the Board -- Article 3(p)(2).

(4) Key Sheets (Monday only) -- by 1:00 PM indicating a "V" for vacation employees.

The above visual crew board information shall be posted behind a locked bulletin board (similar to UTU). Claims for Carrier's failure to post crew board information shall be limited to one hour per claim by extra list employees only. If the information is removed by other than management, no claim shall be paid.

### Definition

**EXTENUATING CIRCUMSTANCES**--referred to in paragraph 10(i) above are those times when the Carrier is unable to affect delivery of the information except by means of the first available train service.

## ARTICLE 10A

### Trim Rule

All Engine Service employees will be assured five (5) days pay during periods (Wednesday to Tuesday) in which they are trimmed providing they meet the following criteria:

1. The Engineer must place a trim within seventy-two (72) hours after the posting of a "Revision" (see definitions).

2. The Engineer, when notified of his/her displacement, must place a trim for the following day with the crew dispatcher prior to 5:30 PM as follows:

(a) Within twenty-four (24) hours after being notified when on a relief day, or when returning from one or more weeks of vacation.

(b) Within two (2) hours after completion of their tour of duty when notified.

(c) Within two (2) hours after notification when their assignment has been completed.

3. The Engineer must make himself/herself available on the guaranteed extra list between 7:00 PM and 9:00 PM after he/she determines that his/her trim did not go through for the following day.

4. The Engineer must be in a position of losing a day or tour of duty within a given period of time, exclusive of periods in which he/she was "Unavailable for Service" (see definitions).

5. The Engineer must be available for call during the entire "Period of Time" (see definitions).

6. The Engineers who meet the above criteria will be handled in accordance with Article 3 (first-in, first-out). Their availability will be eight (8) hours and while on the list will not be permitted to exercise the provisions of picks, swaps, or holddowns.

7. Engineers will continue to cycle on the guaranteed extra list in the above manner until they have sufficient rest to cover their new assignment or until they have fulfilled five (5) days or tours of work within the trim period.

8. The Manager-Transportation Crew Management Services office, after a trim has been placed, will be responsible to make the following efforts to contact an employee.

(a) Initially contact the employee personally or through a dispatcher, operator, operating supervisor, or as covered by the rules of the Operating Department.

(b) Notify the employee's residence except during relief days.

(c) Continue attempts at notification during each tour of duty.

When fulfilling the procedures outlined for trimmed employees, it is understood that they will not be subject to punitive payments under the twenty-two and one-half (22-1/2) hour provisions of Article 1(c) and Engine Service employees may, in certain instances, cover two (2) tours of duty in a calendar day in order to fulfill the commitment to provide five (5) days or tours during the trim period.

### Definitions

**REVISION** - is a permanent change in assignment during the life of the Crew Assignment Book affecting the starting time, finishing time, initial and final terminals, relief days, holidays or earnings, i.e., meal periods, overtime, etc. Changes within the body of an assignment when the number of trains remains the same, or temporary work periods under thirty-(30) day duration, will not be considered a Revision for the purpose of this Article.

**UNAVAILABLE FOR SERVICE** - are those times in which an employee was sick, AWOL, lost guarantee and other non-paid periods, etc., or in instances when in the exercise of seniority a junior employee has no other assignments from which to select, in which case he/she will be permitted to continue working to fulfill his/her guarantee.

**PERIOD OF TIME** - means the earliest point when an employee must make himself/herself available, which continues until such time that he/she has sufficient rest to cover the assignment on which he/she has exercised his/her seniority or fulfilled his/her five (5) days or tours during the trim period.

Except as specifically stated, the above changes will not alter the present handling of Engine Service employees under the provisions of Articles 3, 10 or 11(I).

## ARTICLE 11 Holidays

(a) Engine service employees performing service on holidays will receive the normal earnings of their assignments at the time and one-half rate and in addition will be allowed one (1) basic day's pay at their regular rate, providing they work the entire assignment from start to finish.

(b) Except as provided in paragraphs (c) and (d) below, employees not scheduled to work on holidays will receive one (1) day's pay at the straight time rate.

(c) Employees must work the day following any holiday other than Thanksgiving, Christmas or New Year's Day in accordance with all other sections of this Article to receive pay for those holidays.

(d) Employees must work both the day preceding and the day following Thanksgiving, Christmas and New Year's Day, in accordance with all other sections of this Article to receive pay for those holidays.

(e) It is understood that if the assignment is not scheduled to work the day preceding or following the holiday the payments outlined above will be allowed.

(f) Employees who report off sick or are unavailable for service because of leave of absence, absent without permission or suspension on the holidays will not be entitled to holiday payment. It is understood that prolonged illness of thirty (30) days or more duration, on the job injury, vacation or absence with permission for periods not in excess of three (3) days will not disqualify employees from receiving holiday pay.

(g) Crew assignments which are scheduled to work on Christmas Day will not be scheduled on Thanksgiving Day. Further, only those assignments that are required in order to meet the normal public needs will be in effect on holidays.

(h) One basic day's pay will be allowed to engine service employees on regular crew assignments should their assignment be annulled on the day preceding and/or following a recognized holiday. When so compensated, employees will not be permitted to relinquish their assignments.

(i) Employees who are "trimmed and placed up to select" will qualify for holiday pay provided they meet the following stipulations:

1. They must be available the day before, the day of, and the day after the holiday.

2. Upon being trimmed they must indicate that they wish to become available for work, and will be used prior to paying time and one-half to cover vacancies (this includes the Guaranteed Extra List and

the Relief Day List). It is understood that they will be used after the Guaranteed Extra List on the designated holiday, since all work is paid for at the time and one-half rate.

3. They will only be carried in this status until their trim is made effective, at which time they will qualify under the provisions as a regular employee.

(j) (1) Subject to the conditions in this Article, an employee will be released from work without loss of pay on the following holidays:

New Year's Day	July 4 <sup>th</sup>
Martin Luther King, Jr. Day (Eff. 1/1/97)	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

(2) Newly hired employees will not be entitled to New Year's Day in the first two calendar years of employment.

(3) In the third calendar year of employment, employees referred to in (2) above will be granted all holidays applicable to current employees, consistent with holiday rules in effect.

## **ARTICLE 12**

### **Personal Leave**

(a) Subject to the limitations set forth herein, the Carrier will grant to each active engine service employee subject to this Agreement, personal leave days without loss of pay.

(b)(1) Newly hired employees will not be granted personal leave days in the first two calendar years of employment but will be granted three (3) personal leave days in the third calendar year of employment and each calendar year thereafter consistent with the provisions of the Controlling Agreement relative to Personal Leave days.

(2) Effective January 1, 1983, employees who attain ten years but less than twenty years of service will be granted four (4) personal leave days per calendar year consistent with Personal Leave day rules currently in effect.

(3) Effective January 1, 1983, employees who attain twenty years but less than twenty-five years of service will be granted five (5) personal leave days in each calendar year consistent with Personal Leave day rules currently in effect.

(4) Effective January 1, 2000, employees who attain twenty-five years or more of service will be granted six (6) personal leave days in each calendar year consistent with Personal Leave day rules currently in effect.

(c) Personal leave days granted herein shall not be taken in conjunction with the Thanksgiving, Christmas or New Year's Holiday.

NOTE: Exception to the above will be made only in case of a required court appearance, mortgage closing, and/or medical examination by Carrier's Medical Examiner.

(d) Compensation allowed for personal leave days will be the Crew Assignment Book earnings of the engine service employee's regular assignment. Engine service employees on a Guaranteed Extra List will be allowed one-fifth (1/5) of the previous week's earnings, exclusive of relief day compensation with a minimum of one (1) basic day. Freight Engineers, Yard, Hostlers, and Change of Engine Engineers on a Personal Leave Day shall be paid based on one-fifth (1/5th) of the previous week's earnings exclusive of relief day and holiday compensation with a minimum of one basic day. Engine service employees covered by Article 5 will be allowed one (1) basic day's pay in their respective grade of service.

(e) It is understood that consistent with the needs of the service as determined by the Chief Transportation Officer, a minimum of five (5) engine service employees will be permitted personal leave days daily. All requests for personal leave days must be submitted to the Office of Transportation Manpower at least seventy-two (72) hours in advance of the date requested, an employee will be notified within forty-eight (48) hours prior to the effective date of their personal leave day by having their names posted on the Crew Board. If the minimum of five (5) engine service employees off on personal leave days has not been reached, an employee may give less than 72 hours notice in advance of the date requested. Likewise, Carrier need not provide 48 hours notification if the employee gives less than 72 hours notice in advance of the date requested. Requests for personal leave days will be honored in the order in which requests are made for each specific date.

(f) A day's pay at the straight time rate of pay, including applicable COLA adjustments, will be granted for each unused personal leave day not taken as of November 30; the allowance for such to be based upon and included in the payroll period which immediately precedes the Christmas holiday.

**ARTICLE 12A**  
**Bereavement Allowance**

(a) Employees covered by this Agreement will be allowed a maximum of three (3) days off without loss of pay to attend funeral services when a death occurs in the immediate family.

When such time off is taken in conjunction with relief days, employees shall be allowed three (3) working days off without loss of pay.

(b) The definition of "immediate family" is understood to mean spouse, son, daughter (including stepchildren), mother, father, step-parents (current spouse of employee's parent), sister, brother, mother-in-law, father-in-law, employee's grandfather and grandmother and employee's grandchildren.

(c) Employees must present satisfactory evidence as to the death in the immediate family in the form of a certificate to their supervisor before any allowance is paid.

The form of certificate which an employee must present as evidence to a death in the immediate family need not list the cause of death on such certificate.

**ARTICLE 13**  
**Vacations**

(a) To qualify for vacation, an employee must have rendered compensated service of 120 days, or the equivalent in earnings, in the preceding year, except after completion of eighteen (18) years of service when an employee must have rendered compensated service of 100 days, or the equivalent in earnings, in the preceding year.

In the event an employee described above renders less than 120/100 days of compensated service, or the equivalent in earnings, his/her entitlement shall be calculated as follows:

$$\frac{\# \text{ of days of comp. svc.}}{220 \text{ days}} \times \frac{\text{full year vac. accrual}}{1}$$

One hundred and twenty days or one hundred days of compensated service or the equivalent in earnings shall remain as the minimum number of days to be worked in a calendar year in order for that year to count as a year of service.

(b) Calendar days, not in excess of thirty (30) days, on which an engine service employee is absent from and unable to perform service because of injury received on duty will be included in the determination of qualification for a vacation.

(c) Engine service employees qualified for vacations shall receive 1/52 of their previous year's earnings but not less than five (5) basic days' pay for each week of vacation for which they have qualified. If requested, payment will be made in advance of the vacation period. Vacations taken, and paid for, in the month of January, when it is not possible to determine 1/52 of the employee's previous year's earnings, will be paid at the rate of five (5) basic days. An adjustment of this figure will be made no later than February 1st to conform to the employee's previous year's earnings.

(d) Vacations, or allowances therefor, accumulated by working under two or more schedules held by different organizations on the Carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any such schedules.

(e) The requirement to have twelve (12) additional employee vacation periods during the period from May to October will be eliminated. This elimination will be implemented by reducing the vacation bulge by four vacation periods in 1996, 1997 and 1998.

Engine service employees who are entitled to five-(5) weeks' vacation may elect to take one (1) of their vacation weeks in days. Those employees may take their split days either consecutively or individually. The granting of vacation days will be an even ratio of employees throughout the year exclusive of Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

Engine service employees may select one (1) or more of their vacation days during the yearly vacation selection for the following year and will be posted on the vacation awards.

Engine service employees selecting their vacation in days and who are unable to be awarded their five-day selections may opt to take a vacation week; this must be stated on the vacation request.

After the posting of the vacation awards, the remaining vacation days will be handled as follows:

(1) Employees may request days of vacation no more than ninety (90) days in advance.

(2) Employees will be granted vacation days in the order in which they request their days based upon the available number of days not previously selected.

Employees failing to select vacation days prior to November 30 will be paid for those unused days of vacation and be included in the pay period immediately preceding Christmas. Any employee during this period who desires a vacation day between December 1 and December 30, exclusive of December 24, and December 25, will be awarded same on November 30, based upon the needs of service.

Vacation time which an employee elects to receive in cash will not be considered "earned but unused vacation" for purposes of the LIRR Pension Plan and Plan for Additional Pensions, consistent with existing practice.



Pay for vacation time which an employee elects to receive will be considered earnings for purposes of Article 13(c) in calculating 1/52 of the previous year's earnings.

(f) Selections of vacations will be made by all employees in engine service, exclusive of those in training, during the period October 1st to October 15th, inclusive. Engine service employees in training will be assigned their vacations on a separate schedule as mutually determined by the Carrier and the Brotherhood of Locomotive Engineers and Trainmen. All selections and assignments, exclusive of trainees, will be made in seniority order. Engine service employees not selecting specified vacation weeks will forfeit their right of selection and will be assigned their vacation. The Brotherhood of Locomotive Engineers and Trainmen will participate in working up the vacation schedule and in making such changes and adjustments as necessary.

(g) Employees entitled to vacation will be permitted to split their vacation into weekly periods, i.e., 2 weeks - 2 periods, 3 weeks - 3 periods, 4 weeks - 4 periods, 5 weeks - 5 periods.

The election of a week of vacation in days will constitute one (1) period of the allowable vacation splits.

(h) Vacations will not be changed except in circumstances beyond the control of the individual involved. Requests for such vacation changes, except those involving extreme emergency, must be made in writing to the Chief Transportation Officer. No vacation will be changed without the mutual consent of the General Chairman, Brotherhood of Locomotive Engineers and Trainmen, and the Chief Transportation Officer, nor will any employee be required to attend court, trial or any Carrier business while on vacation or leave of absence unless absolutely necessary for attendance at court.

(i) Vacations shall not be accumulated or carried over from one vacation year to another.

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

(k) All service rendered for the Carrier will be counted in establishing years of continuous service.

(l) Subject to the conditions above, annual paid vacation allowance for Engine Service employees who meet the qualifications are:

<b>Years of Qualifying Service</b>	<b>Vacation Allowance</b>
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years and over	5 weeks

(m) The employee birthday holiday will be granted to Engine Service employees, and shall be considered a vacation day for all purposes, effective January 1, 1987.

(n) The parties agree to meet and explore the feasibility of selecting vacations in a similar manner as the semi-annual pick.

#### **ARTICLE 14 Seniority Roster**

Engine service employees entering engine service will rank on the engine service employee's roster from the date they are first compensated by the Carrier as an engine service employee; this being equal they will be ranked by lottery, jointly supervised by the Carrier and the Brotherhood of Locomotive Engineers and Trainmen, i.e., when more than one employee is hired, the required number of envelopes will be prepared each containing a number from one up to the total number hired; the newly hired employees will then each select an envelope and will be marked on the roster in accordance with the number selected.

The roster shall be revised and posted as of January 1st of each year and sufficient copies shall be furnished to the General Chairman, Brotherhood of Locomotive Engineers and Trainmen.

Employees shall have sixty (60) days from the date on which their names first appear on the roster to file a protest with the Chief Transportation Officer, in writing, against their seniority standing as shown thereon.

In the event that such employees are off duty because of sickness, disability, leave of absence or other cause, at the time the roster is posted, on which their names first appear, the above limit of sixty (60) days for filing their protests shall commence on the day they report for duty following such posting. A note shall be placed stating the time limit for filing period on each roster.

The date of entering engine service, date of promotion and seniority standing of employees not protested in writing within the above specified time limit shall be deemed to be correct and shall not be subject to further protest,

unless such date or seniority standing is changed from that first shown, in which event employees shall be permitted to file protest within sixty (60) days from date of such change.

Necessary corrections in the roster shall be made the first time the roster is revised, but the correct seniority standing shall govern in the meantime.

All hostling assignments will be covered by Engineers from the Engine Service Employees' Working List.

#### **ARTICLE 15 Leave Of Absence**

(a) Requests for all leaves of absence must be agreed to by the Chief Transportation Officer and the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen.

(b) Employees shall, upon request, be given a leave of absence without impairment of seniority to perform service for the Brotherhood of Locomotive Engineers and Trainmen representing engine service employees.

#### **ARTICLE 16 Reduction Of Force**

In reduction of force, employees shall be laid off in the reverse order of their seniority standing and while out of service for such reason shall retain and accumulate seniority. Except as provided in the following paragraph hereof, when force is increased they shall be returned to service in the order of their seniority standing, providing they keep their employing officer informed of their correct mailing address and report for duty within fifteen (15) days after being notified to return to service.

Employees who notify the Chief Transportation Officer, in writing, at the time they are laid off that they do not desire to be recalled, in order of their seniority, for service of less than thirty (30) days duration, will not be recalled unless there are no other furloughed employees who can be recalled.

Employees who do not report for duty within fifteen (15) days after being notified to return to service shall forfeit all seniority and shall be dropped from the service of the Carrier.

An employee shall be considered notified if a letter has been sent to his/her last known address through registered U.S. Mail.

#### **ARTICLE 16A Stabilization Of Force**

With respect to current employees only who were hired prior to January 1, 1998, the Carrier may abolish positions through natural attrition factors, such as death, retirement, resignation, discharge for cause, etc., but it may not abolish any more positions than are equal to the number of people who vacate positions under such factors.

#### **ARTICLE 17 Notice Of Disablement**

Engine service employees unable to work account of sickness or disability must, except in extenuating circumstances, notify Crew Dispatcher at least three (3) hours in advance of their reporting time. Failure to comply will not be considered a run failure, but will be handled in accordance with Article 29.

#### **ARTICLE 18 Rejection Of Applicants**

(a) An applicant for employment shall be rejected within one (1) year after the first day of service or the applicant shall be deemed to have been accepted.

(b) Employees who furnish false information on their applications for employment may be dropped from the service within one (1) year from the date they first perform service. After one (1) year from the date employees first perform service, they may not be dismissed from the service for giving false information on their applications for employment except in the manner set forth in the discipline procedure.

(c) When Carrier elects to re-hire a former Locomotive Engineer who was fully qualified and certified at the time of his/her resignation from the Company, it will re-employ the individual at the same step in the wage progression the employee was at when he/she terminated his/her employment with the Carrier, provided the individual is fully qualified and has maintained certification.

(d) Effective November 20, 1998, Carrier agrees that probationary Engineers who transfer in from another Carrier position and who are subject to dismissal will be afforded an opportunity to discuss such termination with his/her supervisor. Further, such probationary employee may have his/her Union representative present at such meeting. The decision of the supervisor may be reviewed by the Vice President - Labor Relations or designee whose decision shall be final and not appealed by the Union or the employee.

## **ARTICLE 19 Promotion To Official Positions**

(a) Employees on the engine service employees' seniority roster will, upon request, be given first consideration for promotion to staff or supervisory positions within the Engine Service Section of the Transportation Department.

(b) Effective March 28, 2000, engine service employees promoted to official or supervisory positions with the Carrier must pay full dues to the union in order to retain and accumulate seniority. Employees already in official or supervisory positions as of March 28, 2000, shall continue to pay only the international portion of the dues. Upon their return to the service covered by this agreement, they may exercise their accumulated seniority.

## **ARTICLE 20 Meal Period**

Passenger crew assignments will be so arranged to provide for a twenty (20) minute meal period between the third and sixth hours, excluding those assignments the final portion of which requires the employee to start deadheading to his/her starting terminal not later than six (6) hours after going on duty. In such cases the employee will be expected to deadhead on the first available train.

Employees in road freight service will be granted a forty-(40) minute meal period, consistent with the movement of their train. The time for this meal period will be at the discretion of the conductor, after obtaining the concurrence of the train dispatcher or yardmaster, but will be arranged to be completed by the end of the sixth (6th) hour on duty. The points at which opportunity to eat is afforded will not necessarily be confined to any fixed location.

Employees in yard service will be granted twenty (20) minutes for meal period between the fourth and sixth hours.

No deduction of pay shall be made account of such meal period. If for any reason a meal period is not afforded within the specified time, thirty (30) minutes additional pay at the straight time hourly rate will be allowed.

The foregoing in no way obligates the Carrier to establish eating houses, nor to supply food, nor is it intended that stops with purpose of eating must be made at eating houses.

## **ARTICLE 21 Engine Equipment**

(a) When new installations or alterations to the appliances covering the operations of locomotives are contemplated, the Carrier will notify the Brotherhood of Locomotive Engineers and Trainmen.

(b) Employees will not operate diesel engines with the ground relay cut out without the authority of the Chief Transportation Officer.

(c) The Carrier will not schedule or program any engine of the GP-38 class in revenue passenger service to operate in a backward position. In the event it becomes necessary for the Carrier to schedule or program a GP-38 class engine in revenue passenger service to operate in a backward position, a second engine service employee will be assigned to that engine. It is understood that lite engine and/or equipment moves are not considered revenue passenger service.

(d) Engine service employees required to operate a train from any terminal with the alarm whistle, automatic speed control, headlight, or communicating whistle not in operative condition, or to operate from other than the head-end operating compartment will, upon request, be given written directives by the Chief Transportation Officer.

(e) Directives to engine service employees, except as provided in Article 5 concerning the mechanical operation of equipment will be issued only through the Chief Transportation Officer or his/her assistants in the Engine Service Section, i.e., System Road Foreman, Road Foremen-Engines, Assistant Road Foreman-Engines, etc.

(f) If a locomotive in operation is found by an engine service employee to be emitting toxic or noxious gases or fumes into the cab which interfere with safe operation, he/she will operate to the nearest point where the train will be disposed of without blocking main track.

**ARTICLE 22**  
**Bed Orders**

Engine service employees who are required by the Carrier to lay over in other than home terminal in excess of five (5) hours will receive bed orders and a meal allowance in the amount of \$1.50. This expense is to be borne by the Carrier. Engine service employees shall not be tied up at points where adequate eating and sleeping accommodations are not available.

**ARTICLE 23**  
**Jury Duty**

(a) Engine service employees required to serve on juries will be allowed what they would have earned had they remained at work while serving on jury duty and will not be required to remit to the Carrier any of the fees and expenses earned while on jury duty.

(b) Such earnings will not be considered as reductions in straight time earnings for pension purposes.

(c) Employees must report for work the workday following the day they are released from jury duty service, reporting to their regular work assignment.

**ARTICLE 24**  
**General Duties**

(a) The compensation allowed to engine service employees at the established rates for each tour of duty includes the picking up of train in the initial terminal and the road movement from the initial to the final terminal, disposal of train in the final terminal, including the work usually recognized as the duties of engine service employees incident to the trip or tour of duty. The provisions of this paragraph applicable at initial and final terminals are likewise applicable at turning points in turnaround service.

(b) Engine service employees will not be required to perform more than one class of service during their tour of duty. Engine service employees on passenger yard assignments will not be required to work in freight yard service, nor will engine service employees on freight yard assignments be required to work in passenger yard service, except under emergency conditions. Engine service employees in road service will not be required to do general yard switching. Yard assignments required to assist road freights from yards will not be considered as performing more than one class of service.

(c) All engines and/or trains operated by The Long Island Rail Road over its right-of-way shall be manned by an engine service employee taken from the seniority roster of engine service employees.

(d) Road crews may be required to wash trains as they leave or enter yards as part of their regular assignment without penalty to the Carrier.

(e) Engine Service employees may be required to operate train destination signs on their own trains and make announcements (when there are train delays or under circumstances where passengers need to be apprised of possible emergency situations) as part of their assignments without penalty to Carrier. (See letter agreement dated December 17, 1998, attached as Appendix I.)

**ARTICLE 25**  
**Switching Limits**

**Long Island City:**

Easterly switching limits on Main Line, Port Washington Branch and Penn Central Railroad will be Harold Interlocking, including Long Island City Passenger Yard, Yard "A", Float Bridges, Harold Avenue Team Track, the Main Line Cut-off and the Montauk Cut-off. Montauk Branch will be Maspeth Crossover and Maspeth Yard, including Bleyer Siding.

**Fresh Pond - Bushwick:**

Southerly limits will be the Fremont Stop Board located on the south end of Pond Wye track with other limits defined as: "From one train length west of former crossover located 440 feet west of Fresh Pond Road bridge on the Montauk Branch to one train length east of the east switch at the east end of Fresh Pond Yard, this to include the Bushwick Branch, Bushwick Yard and Varick Avenue Yard." This will not prohibit yard or road crews from making interchange moves with the Penn Central Railroad on designated interchange tracks.

**Jamaica Area:**

Easterly switching limits Main Line, Queens Interlocking, excluding Belmont Race Track; Montauk Branch, St. Albans Crossover; Atlantic Branch, Hall Interlocking. Westerly switching limits Main Line, Metropolitan Avenue

(Jay Interlocking); Montauk Branch, the former crossover switches located approximately 6,000 feet west of Richmond Hill Station; Atlantic Branch, Dunton Interlocking. When passenger trains are disposed of or secured at a point more than one train length east of the home signal on secondary five or six tracks, transportation will be provided. MU drill crews will be restricted to the territory formerly served, i.e., one train length east of Hall (including east and west lay-up and pocket tracks, Main Line) but with the addition of secondary five and six tracks as outlined above.

**Brooklyn:**

Van Interlocking, including Flatbush Avenue area and VD Yard.

**West Side Yard-Penn Station:**

Switching limits will be from the westerly blocks of tracks within the confines of the West Side Yard to one train length east of the home signals at "C" and "JO" including moves to one train length east of Harold Interlocking, for the picking up and/or disposing of equipment (without passengers). It is understood that movements to Sunnyside Yard, Passenger Yard and Shea Stadium Yard are excluded.

**Note:** In other than an emergency, road crews will not be required to pick up and/or dispose of equipment at Harold.

**Babylon (Passenger Switching):**

Babylon Interlocking limits, including Babylon Yard.

**Note:** The passing of switching limits by a yard move for the purpose of reversing direction or clearing a switch and/or signal will not be a violation of the switching limits. In all the above switching limits it is understood and agreed that the switching limits include all yards, team tracks and private sidings on both sides of the main track. Crossovers or fixed locations referred to in this shall be understood to mean the location in effect as of the signing of this Agreement. Any future change will be subject to agreement between the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen and the Chief Transportation Officer.

**ARTICLE 26  
Run Arounds**

(a) Engine service employees, available on their relief days who were entitled to be used but were not used because of employees being called out of turn, shall receive the pay they would have received but for the runaround and shall retain their relative standing on the relief day list.

(b) Employees on guaranteed extra list assignments who are used out of turn will be allowed payment of two (2) hours at the applicable straight time rate of pay and shall receive the difference between their actual earnings and the assignment they would have worked had they not been used out of turn.

**ARTICLE 27  
Called And Not Used**

(a) Engine service employees on guaranteed extra list assignments or on the relief day list who are called or required to report and released without having performed service will be considered as used and be placed at the bottom of the list and will receive eight (8) hours at the applicable rate of pay.

(b) In the event an engine service employee is notified prior to leaving his/her calling place that the service for which he/she had been called is annulled, he/she will receive no compensation but will be placed first out on the guaranteed extra list or the relief day list.

**ARTICLE 28  
Presentation Of Claims For Compensation**

(a) A claim for compensation alleged to be due may be made only by an employee or, on his/her behalf, by a duly accredited representative, in writing, to the employee's immediate supervisor not later than thirty (30) calendar days from the date of the occurrence on which the claim is based (refer to Appendix M).

(b) If claims are not made within the time limit specified in the foregoing paragraph (a), they shall not be entertained nor allowed.

(c) When claims for compensation alleged to be due have been presented in accordance with the foregoing paragraph (a) and are not allowed, the employee shall be notified to this effect, in writing, not later than sixty (60) calendar days from the date the claims were presented, with a copy of the denial, in duplicate, to the claimant

employee, and with a single copy to the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen (refer to Appendix M). When not so notified, the claim shall be allowed.

(d) A claim for compensation denied in accordance with the foregoing paragraph (c) shall be considered invalid unless it is listed for discussion by the Union with the highest officer designated by the Railroad to handle claims within thirty (30) calendar days after the date on which the claim is initially denied.

(e) When a claim for compensation, handled in accordance with paragraph (d) of this Article is allowed, the Union shall be advised, in writing, the amounts involved and the payrolls on which the payment will be made.

When a claim for compensation, handled in accordance with paragraph (d) of this Article is not allowed, the highest officer designated by the Carrier shall render his/her decision within thirty (30) calendar days of receipt of the Organization's appeal during which time a meeting will be held between the Carrier and the Organization. The Carrier will render its decision within the thirty-day period irrespective of whether or not the meeting is held.

(f) When an employee's pay is short one basic day or more, a voucher will be issued upon request. Shortages of less than a basic day will be adjusted in the following pay period.

(g) Employees will be furnished receipts for penalty time card claims and will acknowledge receipt of written denials of such claims.

(h) Decision by the highest officer designated by the Railroad to handle claims shall be final and binding, unless within thirty (30) calendar days from the date of said officer's decision proceedings for the final disposition of the claim are instituted by the employee or his/her duly authorized representative before the National Railroad Adjustment Board or a local board of adjustment that has been agreed to by the parties hereto. It is understood, however, that the parties may, by agreement in any particular case, extend the thirty-(30) day period herein referred to.

## **ARTICLE 29**

### **Discipline**

(a) Engine service employees will not be suspended nor dismissed from the service without a fair and impartial investigation, which shall be held within fifteen (15) calendar days after the occurrence of the offense with which the accused employee is charged, or within fifteen (15) calendar days after the commission of the offense becomes known to the Carrier, except as otherwise provided.

(b) Engine service employees will not be taken out of service without a fair and impartial investigation, except for major violations of Operating Rules. Except in circumstances involving alleged violations of Rule G, engine service employees may only be taken out of service by officials of the Engine Service section of the Transportation Department. When so relieved they shall be given written notice to this effect by the Carrier.

The room in which the investigation is to be held shall, to the extent possible and available, be one free from undue noise and interruptions and conducive to the orderly progress of the investigation proceedings. Investigations will be held during normal business hours.

At least 72 hours prior to the investigation, the accused employee will be notified by the Carrier, in writing, of the time and location of the investigation. In the event that an employee is off duty by reason of sickness, leave of absence, or vacation, the time limits referred to above shall begin from the date the employee returns to duty. The Carrier shall render its decision, in writing, within fifteen (15) calendar days after completion of the investigation.

(c) Employees who feel they have been unjustly dealt with shall have the right of appeal to the Chief Transportation Officer providing such appeal is made, in writing, within ten (10) calendar days after the accused employee has received written notice of the discipline to be assessed.

The appeal hearing with the Chief Transportation Officer shall be held within thirty (30) calendar days from the date the written request is received by the Carrier.

If the Chief Transportation Officer's decision, which shall be in writing and rendered not more than fifteen (15) days after the appeal, is unsatisfactory to the employee, he/she may then appeal his/her case to the highest officer designated to handle appeals, or his/her representative, providing he/she does so in writing within ten (10) calendar days following the date he/she received written notice of the Chief Transportation Officer's decision in connection with his/her appeal.

The appeal hearing between the Carrier's highest designated officer, or his/her representative, and the employee or the designated representative of the Organization shall be held within thirty (30) calendar days from the date the written request is received by the Carrier. A written decision on the appeal shall be rendered within thirty (30) calendar days from the date the appeal hearing is completed.

In cases involving the imposition of dismissal, the final appeal shall be heard by the highest officer or his/her representative designated to represent the Carrier in accordance with the Railway Labor Act.

(d) At investigations, appeal hearings, formal statements of facts or other disciplinary proceedings, the employee, if he/she desires representation, shall be represented by the General Chairman or any member of the General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen, without expense to the Carrier; and such representative shall be accorded the right to present witnesses, without expense to the Carrier, in behalf of the employee.

Every person whose statement or testimony is made a part of the investigation record shall be subject to cross-examination by the employee or his/her representative.

Offenses occurring on foreign lines shall be handled by the railroad involved and the proper officer of that carrier shall recommend, in writing, to the Carrier the discipline deemed appropriate. If the Carrier concurs, it shall notify the affected employee, in writing, that the recommended discipline shall be placed into effect subject to the provisions of paragraph (c) hereof.

(e) When an employee is held out of service in connection with an offense and is thereafter exonerated, the charge shall be stricken from his/her record, he/she shall be reinstated to service with his/her seniority unimpaired, and he/she will be compensated for the earnings he/she would have received had he/she not been withheld from service.

(f)(1) Disciplinary suspensions and reprimands assessed for minor offenses which were placed on an employee's discipline record shall be removed therefrom no less than three (3) years following the date said discipline was assessed. If the discipline assessed was modified by Carrier or a Board of Adjustment, the three year period will commence from the date the discipline assessed was finally adjusted.

(2) Disciplinary suspensions and reprimands assessed for infractions of operating rules (not including offenses for which the employee was properly removed from service) which were placed on an employee's discipline record shall be removed therefrom no less than five (5) years following the date the discipline was assessed. If the discipline assessed was modified by Carrier or a Board of Adjustment, the five (5) year period will commence from the date the discipline assessed was finally adjusted.

(3) Engine Service employees who receive a disciplinary suspension as a result of an incident for which they were initially removed from service, shall, not less than eight (8) years following final disposition of said incident (either by settlement on the property or by a Board of Adjustment) have the right to request that Carrier review said suspension and remove it from their discipline record. Final decision in this matter will be made by the Chief Transportation Officer.

The foregoing paragraphs (f)(1), (2) and (3) shall apply only to offenses which occur after July 11, 1983. With respect to prior offenses, the Carrier agrees to implement the foregoing provisions within two years of July 11, 1983.

### **ARTICLE 30 Engine Service Coordinator**

(a) An employee from the engine service employees' roster will be appointed as Engine Service Coordinator. The employee selected shall be mutually agreed upon by the Chief Transportation Officer and the General Chairman, Brotherhood of Locomotive Engineers and Trainmen.

(b) The Engine Service Coordinator shall act as liaison between the Carrier and the Brotherhood on all matters involving complaints, modifications and recommendations concerning engine service equipment.

(c) It is understood that the Engine Service Coordinator will cooperate and coordinate his/her activities with the System Road Foreman, the Mechanical Department and/or other appropriate representatives of the Carrier.

(d) The Engine Service Coordinator shall be compensated on a weekly basis as set forth in Article 1(j).

### **ARTICLE 30A Assignment Of Sperry Rail Service Rail Testing Car**

(a) Engine service employees on the guaranteed extra list, in seniority order, will be given preference to cover the Sperry car assignment.

(b) The senior engine service employee who is awarded this assignment must remain with the position until completion of the testing. The workweek will be from Monday to Saturday; Sunday being the relief day.

While covering the SRS assignment, the engine service employee will be precluded from relief day work under Article 4, except as provided herein.

(c) In the event that the Sperry car is operated on Sunday (the relief day of the assignment) this work will be given to the employee assigned to the Sperry car assignment, who will receive a minimum of eight hours at the punitive rate which will be based upon 1/6 of the weekly rate of pay.

(d) While working this position, he/she will be compensated as set forth in Article 1(j). All time on duty in excess of eight (8) hours will be paid for at the punitive rate as set forth in Article 1(j).

(e) On holidays, should the SRS car operate, the provisions of Article 11 will be applicable based upon 1/6 of the weekly rate of pay. If the SRS car does not operate on a holiday, the engine service employee will be allowed the normal weekly rate of pay.

(f) Upon completion of the SRS testing, the engine service employee will revert back to his/her regular guaranteed extra list assignment. In the event the employee is precluded from returning to the guaranteed extra list

on his/her IPMA, he/she will be permitted to sign the guaranteed extra list upon completion of the SRS assignment on the last day.

(g) The engine service employee assigned to this position will be provided with lodging and meals when required to layover with the SRS car at outlying points.

(h) In the event that a vacancy is created, it will be filled by an engine service employee mutually agreed upon by the Chief Transportation Officer and the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen.

While assigned to the above position, the engine service employee will not be entitled to any rate increases or compensation for arbitraries or penalties.

## **ARTICLE 31**

### **Union Shop**

(a) Subject to the terms and conditions hereafter set forth, as a condition of continued employment, within sixty (60) calendar days following the date on which they first perform compensated service under Article 5 "Training" of this Agreement, all employees in the classes or crafts represented by the Brotherhood of Locomotive Engineers and Trainmen shall become and remain members of the Brotherhood of Locomotive Engineers and Trainmen; provided, that this Agreement shall not require such condition of employment with respect to employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership has been denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

(b)(1) The requirements of membership provided for in paragraph (a) shall be satisfied if any employee shall hold or acquire membership in any one of the labor organizations, other than the Brotherhood of Locomotive Engineers and Trainmen, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in engine, train, yard or hostling service, that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board; provided, however, that nothing contained in this Agreement shall prevent any employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

(2) Provided further, that the employee changing membership from one organization to another organization under the Agreement has a current receipt at the time of change of membership.

(c) Employees furloughed in force reduction, employees furloughed for military service, or employees who are off duty on account of sickness, disability or on leave of absence (including employees furloughed as provided in the G.I. Bill of Rights), for periods in excess of thirty (30) calendar days, will not be required to maintain membership as provided in Paragraph (a) hereof so long as they remain on such furlough or leave of absence or are off duty on account of sickness or disability, but they may do so at their option. If and when such employees return to any service covered by this Agreement, they shall, as a condition of their continued employment subject to such agreement, comply with the provision of paragraph (a) hereof within thirty (30) calendar days of such return to service.

(d) The Brotherhood will keep account of the employees in the classes of crafts described in paragraph (a) hereof, and will ascertain the status of such employees under the membership requirements of this Article. The Carrier shall, however, furnish to the General Chairman, in writing, within ten (10) calendar days of beginning of employment, the names and addresses of all employees entering the service in the classes or crafts described in paragraph (a) hereof.

(e)(1) The General Chairman will notify the Carrier, in writing, of the identity of any employee whose employment he/she requests be terminated by reason of failure to comply with the terms of this Article. Upon receipt of such notice and request, the Carrier will, as promptly as possible, but within ten (10) calendar days of such receipt, notify the employee concerned, in writing by registered letter, return receipt requested, sent to his/her last recorded address, that he/she is charged with failure to comply with the terms of this Article. Copy of such notice shall also be given to the General Chairman. Any employee so notified who disputes the fact that he/she has failed to comply with the terms of this Article shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the highest officer designated to handle appeals, in writing, to accord the employee a hearing. Such request shall be honored by the officer and a date set for the hearing as soon as possible but within ten (10) calendar days of the date of receipt of request therefor. Copy of notice of such hearing shall be given to the General Chairman. The receipt by the officer of a request for a hearing shall operate to stay action on the request of the Brotherhood for termination of the affected employee's service until the hearing is held and a decision is rendered. In the event the employee concerned fails to request a hearing as provided for herein, he/she shall forfeit all seniority under the Brotherhood of Locomotive Engineers and Trainmen's Agreement and his/her service under this Agreement shall be terminated at the end of a period of ten (10) calendar days from the date of receipt by the employee of the notice from the Carrier that he/she has not complied with this Agreement, unless otherwise agreed to, in writing, by the Carrier and the General Chairman.



(2) Based on the evidence produced at the hearing, a decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the General Chairman shall be promptly advised thereof. A transcript of the record at such hearing will be made and a copy thereof shall be furnished to the General Chairman and the employee involved. If the decision is that the employee has not complied with the terms of this Article, he/she shall forfeit all seniority under the Brotherhood of Locomotive Engineers and Trainmen's Agreement and his/her service under this Agreement shall be terminated within ten (10) calendar days of the date of said decision, unless the Carrier and the General Chairman agree otherwise, in writing.

(3) The decision of the highest officer designated to handle appeals shall be final and binding unless within ten (10) calendar days after written notice of the decision of said officer, he/she is notified in writing, by the General Chairman that his/her decision is not accepted. In the event the officer's decision is rejected, further procedure will be had as agreed upon by the parties hereto within ten (10) calendar days.

(4) The General Chairman shall have the right to be present at, and participate in, any hearing pursuant to this Article.

(5) "Discipline," Article 29, contained in this Agreement shall not apply to cases arising under this Article.

(f) The Brotherhood shall indemnify and save harmless this Carrier in any and all claims for loss, liability or damage resulting through the compliance of the Carrier with this Article.

(g) No part of this Article shall be used in any manner whatsoever as a basis for a grievance or time claim by or on behalf of any employee.

## **ARTICLE 32**

### **Check-Off**

(a) The Carrier will, as hereinafter provided, deduct each month sums for periodic union dues, initiation fees, assessments and insurance premiums where included in the monthly dues (not including fines and penalties) payable to the Brotherhood by employees of the Carrier who are members of the Brotherhood holding seniority and working in Engine Service, from wages due and payable to such employees. Such employees are hereinafter called "employees."

(b) No such deduction shall be made except from the wages of an employee who has furnished the Carrier a signed and unrevoked authorization written in the manner and form of the Wage Assignment Authorization.

(c) Revocation of Assignment shall be in the form specified and both the Wage Assignment and Revocation of Assignment forms shall be furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume the full responsibility for the procurement of the execution of said forms by employees and for the delivery of said forms to the Manager-Disbursements Accounting of the Carrier.

(d) The Secretary-Treasurer of the Brotherhood shall furnish to the Manager-Disbursements Accounting of the Carrier on or before the 10th day of the month, a statement in triplicate, certified by him/her showing the sums so due from each such employee to apply to deductions to be made from wages earned by such employee for the second payroll period of the same month. Statement shall be arranged in alphabetical order with the name shown - first name or initials first and the same as names are shown on pay drafts. Names to be added or removed shall be furnished by the aforesaid Secretary-Treasurer in the same form as the original statement.

(e) Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the second pay period in each calendar month and the Carrier will by voucher payable to the order of the Brotherhood, pay to the Secretary-Treasurer, the total amount of such deductions on or before the last day of each calendar month, for deductions made from wages due and payable for the second pay period of the current month. However, if the aforesaid voucher cannot be made available on the last day of the month, it will be forwarded to the Secretary-Treasurer of the Brotherhood as soon as possible thereafter, but in no event later than the fifth (5th) day of the following month. Receipt of such voucher by the Secretary-Treasurer shall fully discharge the Carrier in respect to all amounts covered thereby.

(f) An individual Wage Assignment Authorization, to be effective for any particular month, must be in the possession of the Carrier not later than the date of the receipt by the Carrier of the regular monthly statement for that particular month.

(g)(1) If the earnings of an employee in the second pay period are insufficient to permit full amount of deduction, no deduction will be made in the current month.

(2) The following payroll deductions will have priority over Brotherhood deductions as covered by this Agreement:

- Federal, State and Municipal taxes (Federal Income Tax, Railroad Retirement Tax, New York State Income Tax, New York City Income Tax)
- Garnishments and Assignments
- Overpayments
- Unemployment and Sickness Benefits Withheld

(h) Responsibility of the Carrier shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employees hereunder, and the Carrier shall not be responsible for failure to make deductions or for making improper or inaccurate deductions.

(i) Any question arising as to the correctness of the amount deducted shall be handled by the employee involved with the Brotherhood, and any complaints against the Carrier in connection therewith shall be handled by the Brotherhood on behalf of the employees concerned.

(j) This Article shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any applicable federal or state law.

(k) The Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from complying with the provisions of this Article.

### **ARTICLE 33 Journeyman-Engineer**

(a) A Journeyman-Engineer shall be a fully qualified Engineer whose services are not required on the engine service-working list.

(b) Journeymen-Engineers will be guaranteed a minimum of five-(5) basic days' pay per workweek. Trainees promoted to Journeymen-Engineers, and who are not immediately placed into service as an Engineer, will be provided five (5) days' work per week in those areas of engine service employment where the Carrier determines such employees can best become a more qualified Engineer.

(c) It is understood that adjustment of the guaranteed extra list with the exception of the fifteen (15) day period immediately following the closing of the semi-annual change of Crew Assignments will not be adjusted more often than twenty (20) days as outlined in Article 9(c).

### **ARTICLE 34 Rain Gear**

Rain gear as now provided for non-operating employees will be provided the Engineers in Freight and Yard Service effective October 1, 1974.

### **ARTICLE 35 Personal History File**

Upon five (5) working days written request to the Carrier's Executive Director-Human Resources, employees shall be permitted to review the contents of their personal history record on file with the Human Resources Division as concerns commendations and disciplinary actions.

### **ARTICLE 36 Health And Welfare Benefits**

The Agreement provisions for health and welfare benefits are set forth in Appendix C.

### **ARTICLE 37 Sick Leave Allowance**

The employees covered herein will be granted a sick leave allowance as set forth in the Sick Leave Agreement of December 31, 1980, as amended up to and including March 21, 2006 and December 14, 2007 (attached as Appendix B), subject also to the following provisions:

(a) Except during the first two actual years of service, employees who have no more than two periods of sick leave absence in a calendar year will be paid for the first three working days of each of those absences (not to exceed six days pay) in January of the following calendar year. Employees who are compensated to the first day of an absence as a result of a nine-day absence will not be entitled to dual payment under this rule, and such absence will constitute a period of absence as set out in this paragraph.

(b)(1) Effective June 24, 1996: Any sick days paid or reimbursed shall be deducted from an employee's sick leave bank. Employees with ten or more years of service will be paid a non-pensionable lump sum severance payment upon voluntary separation or retirement of 50% of the value of all accumulated but unused sick days, provided that the number of accumulated but unused sick days is at least 50% of the total number of sick days posted

to the employee's bank. Payment shall be made at the rate in effect on the date of separation. (This entitlement shall replace the previous sick leave buyout provision.)

Effective January 1, 2004, those employees who do not qualify for a sick leave buyout at retirement or resignation with 10 years of service based on their career accrual shall establish a sick leave buyout entitlement that will pay a non-pensionable lump sum severance payment upon voluntary separation or retirement of 50% of the value of all accrued but unused sick days since January 1, 2004, is at least 50% of the total number of sick days posted to the employee's bank since January 1, 2004.

(2) The payment established in paragraph (1) will not be included in pension calculations in any manner whatsoever.

(3) Employees on leave of absence for union business will be granted the payment provided in paragraph (1).

(4) Management, Professional and Administrative (M.P.A.) employees who return to a position subject to the provisions of the collective bargaining agreement must have a period of uninterrupted service of not less than two years from the date of such return prior to retirement under the provisions of the Agreement to qualify for payment set out in paragraph (1) above.

(5) Effective March 28, 2000, employees who are entitled to a sick leave buyout under the Agreement and who die while on active status shall have the buyout amount paid to his/her spouse or beneficiary.

### **ARTICLE 38 Trauma Leave Critical Incident Debriefing**

Engine Service employees who are directly involved in fatal accidents with the head-end of MU and/or Diesel equipment resulting from the striking of a person or vehicle will be relieved from their assignments for three (3) consecutive days immediately following the accident and shall suffer no loss of pay. Employees on Trauma Leave will be required to participate in any investigation conducted by the Carrier or any regulatory or law enforcement agency.

The Carrier will require an Engine Service employee involved in a fatal accident with the head end of a train, striking a person or vehicle, to speak with an Employee Assistance Program (EAP) counselor prior to returning to work. The purpose of this interview with an EAP counselor is to determine whether the employee is fit to return to duty.

Should additional assistance be required for the employee, he/she may seek psychological or psychiatric aid. Health and welfare insurance coverages shall be applied to these visits.

### **ARTICLE 39 Resolution of Jurisdiction of Work Disputes**

The Agreement of February 9, 1987, providing for the sole and exclusive procedure for settling disputes between The Long Island Rail Road Company and the organizations representing the various crafts and classes of its employees concerning the jurisdiction of work is attached as Appendix D.

### **ARTICLE 40 Pension Plan**

The Long Island Rail Road Company Pension Plan, The Long Island Rail Road Plan for Additional Pensions and the MTA Defined Benefit Plan will apply according to the terms of each respective plan.

**ARTICLE 41**  
**Moratorium Clause**

There shall be a moratorium on the service of notice pursuant to Section 6 of the Railway Labor Act until January 1, 2010, not to be effective before June 16, 2010.

THIS RULEBOOK IS A COMPILATION OF EXISTING AGREEMENTS IN EFFECT BETWEEN THE LONG ISLAND RAIL ROAD AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN FOR USE AS A REFERENCE TOOL AND IS NOT A SUBSTITUTE FOR ORIGINAL DOCUMENTS.

**Terms of Agreement**

The provisions of the Mediation Agreement of December 14, 2007, except as otherwise stated, are effective as of the date of the Agreement.

The December 14, 2007 Agreement supersedes all previous Agreements, understandings and practices, however established, with which it is in conflict, and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Mediation Agreement Signed at Jamaica, New York, the 14<sup>th</sup> day of December, 2007.

**PLAN OF BENEFITS  
FOR ENGINE SERVICE EMPLOYEES  
THE LONG ISLAND RAIL ROAD COMPANY**

(The provisions of former agreements covering health and welfare benefits are reproduced in this Supplement for the purpose of setting forth the extent of benefits provided in Articles 36 and 37.)

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**For Appendix A, refer to the rear section of this Rulebook**

## APPENDIX A-1

September 6, 2007

Mr. Michael J. Quinn, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen  
99 Railroad Station Plaza, Suite 200  
Hicksville, NY 11801

### Re: Locomotive Engineer Trainees

Dear Mr. Quinn:

This will confirm the understanding reached concerning Locomotive Engineer Trainees.

As you are aware, in accordance with the December 5, 1997 Agreement, Locomotive Engineer Trainees are compensated at 70% of the Locomotive Engineer rate of pay for their entire time in the Locomotive Engineer training program. Upon qualification, the employee is compensated at 100% of the Locomotive Engineer rate of pay.

Effective upon the signing of this Agreement, Locomotive Engineer Trainees hired from outside of the Company shall continue to be compensated in this fashion. However, all individuals who transfer to Locomotive Engineer Trainee from other Carrier positions will be compensated for the Locomotive Engineer training program at the wage progression rate outlined in the attached chart that is the next highest rate in the wage progression to the employee's current step. In no event, however, shall an internal transfer Engineer Trainee be compensated at more than 90% of the Locomotive Engineer rate of pay.

Individuals who: 1) are hired as Locomotive Engineer Trainees and successfully complete Phase 1 training (non-compensated) and Phase 2 training (fully compensated Locomotive Engineer training provided for in Article 5 of the CBA); or 2) are Carrier employees (internal transfers) who transfer into engine service and who successfully complete Phase 1 and Phase 2 training; or 3) Carrier employees (internal transfers) who are fully qualified as LIRR Conductors prior to entering the Locomotive Engineer training program and who successfully complete Locomotive Engineer training, will receive a bonus payment of \$3,500 upon promotion to Locomotive Engineer and commencement of service as a Locomotive Engineer. Additionally, for those individuals who take Phase 1 and Phase 2 training and who graduate from both programs and who commence service as Locomotive Engineers, will receive payment for actual hours spent in Phase 1 training at 70% of the Locomotive Engineer rate of pay. (Note: The length of Phase 1 training is determined solely by Carrier and may vary based on the individual's qualifications.) The \$3,500 payment and payment for time spent in Phase 1 training, both described above, will be made, insofar as possible, within 120 days of an individual's promotion to Locomotive Engineer and commencement of service as such. If the payment(s) cannot be made within the 120-day time frame, they will be made as soon as practicable thereafter.

Individuals who are in the Locomotive Engineer Training program (Phase 1 or 2) at the time of the signing of this Agreement shall also be compensated for their time in Phase I training at 70% of the Locomotive Engineer rate of pay and will receive the \$3,500 bonus payment upon their promotion to Locomotive Engineer and commencement of service as a Locomotive Engineer. Further, those class members who were internal transfers from other Carrier occupations will also have their Locomotive Engineer trainee Phase 2 rate of pay adjusted as stipulated above, provided they successfully graduate the Phase 2 program and commence service as a Locomotive Engineer. All of these payments will be made within 120 days of an individual's promotion to Locomotive Engineer and commencement of service as such. If the payment(s) described herein cannot be made within the 120 days time frame, they will be made as soon as practicable thereafter.

Seniority will continue to accrue from the commencement of Phase II training. Seniority will not accrue for any time spent in Phase I training.

When the payments set forth above are made, such payments will be subject to the 6% contribution provided in Appendix C, Section 5 of the January 1, 1971 BLE-LIRR Agreement.

This agreement will be in place for a five (5) year period; effective from the date this Agreement is signed by the Organization. At the conclusion of the five (5) year period, this Agreement will be abrogated unless the parties agree to modify or extend it.

If you concur with the foregoing, please sign in the space provided and return a copy to my attention.

Very truly yours,

\_\_\_\_\_/s/  
S. M. Drayzen  
Vice President - Labor Relations

I Concur:

\_\_\_\_\_/s/  
Michael J. Quinn, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen

\_\_\_\_\_/9/6/07  
Date

Attachment

cc: R. Agritelley  
J. Antonucci  
R. Brooks  
M. Chirillo  
A. Cosenza  
N. DiMola  
D. Hernandez  
L. Kane  
R. Kenny  
K. Layne  
M. Oliva  
K. Porcelain  
M. Rowan  
W. Shaw  
M. Young



**Wage Progression**

For Locomotive Engineer Trainees Transferring From Other Carrier Positions

70%	\$22.884
75%	\$24.518
80%	\$26.153
75%	\$27.787
90%	\$29.422

**APPENDIX A-2**

October 1, 2007

Mr. Michael J. Quinn, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen  
99 Railroad Station Plaza, Suite 200  
Hicksville, NY 11801

**Re: Locomotive Engineer Trainees**

Dear Mr. Quinn:

This will confirm the understanding reached at our September 28, 2007 meeting, regarding the September 6, 2007 agreement concerning the accelerated Locomotive Engineer Training Program.

For those employees who are qualified as Conductors and who transfer to the accelerated Locomotive Engineer Training program, no Phase 1 training will be given and they will undergo a modified Phase 2 program, which will be a minimum of nine (9) months in duration. (Note: Tower employees, Train Dispatchers and Track Car Driver-qualified employees are not eligible to enter the accelerated Locomotive Engineer Training Program reserved for employees who are qualified as Conductors.)

Thank you for your continued cooperation with our efforts to attract and retain Locomotive Engineer trainees.

Very truly yours,

\_\_\_\_\_  
*/s/*

S. M. Drayzen  
Vice President - Labor Relations

cc: H. E. Williams  
R. P. Kenny  
J. E. Antonucci  
W. Gibbons  
R. Brooks  
T. McCaffery  
M. Oliva  
R. Agritelley  
M. Chirillo  
L. Ebbighausen  
L. Kane  
K. Layne  
S. Romeo  
Labor Relations Staff

## APPENDIX B

### Sick Leave Agreement

December 31, 1980

Mr. J. P. Molloy, General Chairman  
Brotherhood of Locomotive Engineers  
89-02 Sutphin Boulevard  
Jamaica, New York 11435

Dear Mr. Molloy:

This will confirm understanding of the arrangements agreed to for implementation of the attached "Sick Leave Agreement."

This agreement is provided under the terms of the May 29, 1980 Mediation Agreement that enables the Brotherhood to "purchase" an equivalent-cost benefit valued at \$57,000, and completely fulfills Carrier's obligations under Article II of that Agreement.

Coincident with implementation of the Sick Leave Agreement on January 1, 1981, the Carrier will discontinue premium payments for weekly indemnity benefits; the cost of such premiums to be applied toward offsetting Carrier's cost of providing the Sick Leave Benefits.

In implementing the Sick Leave Agreement, employees who, on December 31, 1980, are in inactive status or who are off duty due to sickness or injury (both on-duty and off-duty) will not be eligible for sick leave allowance until they return to service and perform at least one full tour of compensated service for the Carrier on or after January 1, 1981. Such employees who are presently receiving weekly indemnity benefits, and who continue to meet the requirements for payment under the policy, will continue to receive such benefits up to the limit of the insured schedule or until they return to service; after performing one full tour of duty of compensated service for the Carrier, the employee will become eligible for sick leave allowance as provided in the attached Sick Leave Agreement.

If this correctly represents our understanding, please sign, as provided below, and return the original for our files.

Signatures not reproduced.

**Agreement dated as of the 31st day of December, 1980 as amended,  
up to and including Agreements of March 21, 2006 and December 14, 2007  
by and between  
The Long Island Rail Road (hereinafter referred to as the "Carrier")  
and the  
Brotherhood of Locomotive Engineers and Trainmen**

**IT IS AGREED:**

Section 1

(a) Subject to the limitations hereinafter set forth, the Carrier will grant to each regularly assigned employee covered by this Agreement, who has been in its employ for twelve (12) months or more on the effective date of this Agreement, sick leave allowance on each working day when he/she is unfit for work on account of illness or disability, up to a total in any one year of twelve (12) days.

(b) Employees who, on the effective date of this Agreement, have not been in the employ of Carrier for twelve (12) months or more, and employees who are hired subsequent to the effective date of this Agreement will be granted sick leave allowance on each working day when they are unfit for work on account of illness, up to a total of one day per each calendar month during which, or the major part of which, the employee shall have been in such employ. Employees subject to rules governing probationary periods will accrue sick leave credit but will not be allowed to utilize these credits until they have passed the probationary period.

(c) In addition to the sick leave allowance provided in (a) above, Carrier will also establish as of the effective date of this Agreement, the following "bank" based on the employee's previous years of service:

Less than 2 years.....	0 days
2 years and less than 3 years.....	3 days
3 years and less than 4 years.....	6 days
4 years and less than 5 years.....	9 days
5 years and less than 6 years.....	12 days
6 years and less than 7 years.....	15 days
7 years and less than 8 years.....	18 days
8 years and less than 9 years.....	21 days
9 years and less than 10 years.....	24 days
10 years and less than 11 years.....	27 days
11 years and less than 12 years.....	30 days
12 years and less than 13 years.....	33 days
13 years and less than 14 years.....	36 days
14 years and less than 15 years.....	39 days
15 years and less than 16 years.....	42 days
16 years and less than 17 years.....	45 days
17 years and less than 18 years.....	48 days
18 years and less than 19 years.....	51 days
19 years and less than 20 years.....	54 days
20 years and over.....	72 days

(d) The sick leave allowance provided in (a) of this Section which remains unused at the end of each sick leave year will be added to the employees "bank" on the first day of the next sick leave year.

(e) (1) Newly hired employees will accrue one (1) sick leave day after completion of each two-(2) months of service during their first calendar year of employment. A month is defined within the current Sick Leave Agreement. NOTE: Per TCU-Clerks Agreement, a "month" is defined as "each calendar month during which, or the major part (1st to 15th) of which, the employee shall have been in such employ."

(2) In the second calendar year of employment, an employee will accrue an additional eight-(8) sick leave days in lieu of the twelve (12) sick days granted other employees.

(3) Employees shall be paid for sick days taken beginning with the first day sick, provided the employee has sufficient sick days in his/her sick leave bank.

(4) Effective January 1, 2004, when a doctor's statement is required for the illness, a completed sick leave form must be submitted by the employee. Should the employee not submit a doctor's statement on the sick leave form as required, he/she shall be paid for the sick days taken, provided there are sufficient days in his/her bank. However, such employee shall not be in compliance with the agreement and such absence shall be considered an absence unauthorized.

(5) Current employees will, effective with the signing of this Agreement, be required to furnish medical proof acceptable to the Carrier for a third and subsequent sick leave absence consisting of a four-day period in a calendar year.

The foregoing does not abrogate or in any way modify the Carrier's right to demand medical proof for the first or second absence when there is reason to believe such absences are questionable.

(6) Effective January 1, 2004, an employee who is injured on duty either for an initial occurrence or re-occurrence shall be compensated in the following manner:

The first three (3) days of lost time following the accident or injury shall be paid, and the three (3) days shall be deducted from the employee's sick-leave bank. Subsequent lost days shall be paid as Disability Accident (D/A) and shall not be deducted from the employee's sick-leave bank.

The employee at his/her option may have the first three (3) days paid and deducted as vacation or personal leave days provided the employee has such days accrued. If the employee has not accrued sick days in his/her bank, such days shall be taken from his/her vacation or personal day accrual.

The Carrier shall have a lien against any subsequent settlement or award, and all paid days described in the above paragraphs, whether D/A, sick, vacation, or personal day, shall not be reimbursed to the employee's bank or entitlement.

(f) No sick leave credits will be applied to an employee's bank during periods covered by leave of absence except where such leaves have been granted for military duty, full or part time union activities or while engaged on official position with the Carrier.

#### Section 2

The term "sick leave year" as used in this Agreement, unless otherwise agreed, will mean a period of 12 months beginning on the first day of January and ending on the 31st day of December.

#### Section 3

(a) Sick leave allowance granted by this Agreement will be based on and paid for at the basic daily rate of pay of the employee's regular assignment in his/her grade of service (eight times hourly rate) and will not, under any circumstances, include overtime, arbitraries, penalties or any other increment which either regularly accrues to the employee or which may have been earned by another employee during the sick employee's absence should his/her position be filled.

(b) Sick leave allowance will be granted to employees absent from work while incapacitated by injury received in performance of duty for Carrier and will not be charged against the employee's bank. This Section shall be subject to the provisions of Section 6 hereof.

(c) An employee suffering from a catastrophic off-duty injury or illness will be permitted sick leave benefits to the full extent of available sick leave days in the employee's sick leave bank.

#### Section 4

(a) Should an employee's scheduled vacation commence during a leave of absence for illness, the vacation will be cancelled and rescheduled for a later date in accordance with the requirements of the service. The vacation will be rescheduled by the Carrier so as to be completed no later than December 31.

(b) Should an employee who is on vacation become ill, he/she must continue on his/her vacation and will not be entitled to any sick leave allowance during such vacation period.

#### Section 5

(a) No sick leave allowance will be paid for:

1. Absences due to indulgence in alcoholics or narcotics.

2. Absences due to any form of public misbehavior in which employee is found guilty as a result of civil action.

(b) No sick leave allowance will be granted to employees on their relief days, but will be granted on holidays for which charge will be made against their banks. If paid for holiday under the existing agreement, no payment will be made under this sick leave agreement.

(c) No sick leave allowance will be granted to an employee who is unfit for work on account of an accident incurred while working for an employer other than the Carrier.

(d) No sick leave allowance will be paid for absences of less than one full day.

#### Section 6

In the event an employee initiates any action or proceeding against Carrier, or any individual or Insurance Carrier, on the basis of any alleged injury received in an off-duty accident or in the performance of duty for which sick leave allowance hereunder has been paid by this Company, the Carrier will have a lien against and is entitled to be reimbursed or to deduct from any recovery or settlement resulting from such action or proceeding up to the extent of the benefits so paid.

Section 7

(a) In addition to the sick leave allowance provided in Section 1 hereof, and after the employee's bank and vacation time, if any, is exhausted the following additional sick leave shall be provided at sixty (60) percent of what the employee's basic daily rate as specified in Section 3(a) hereof:

**Additional Days Per Sick Leave Year**

Employees with less than 4 years of service at the beginning of the sick leave year.....	0
Employees with service from 4 years up to but not including 8 years at the beginning of the sick leave year.....	10
Employees with service from 8 years up to but not including 14 years at the beginning of the sick leave year.....	20
Employees with service from 14 years up to but not including 20 years at the beginning of the sick leave year.....	40
Employees with 20 years or more of service at the beginning of the sick leave year.....	72

(b) The additional sick leave days required under Section 7(a) shall not be accumulative from year to year but shall be available to the covered employees in each year. The additional days shall not be available to an employee unless he/she has exhausted his/her vacation time, if any, and is absent for illness for nine or more consecutive workdays, in which event the employee shall receive pay to the extent provided in Section 7(a) from the first day for which the Carrier is not required to pay him/her under Section 1 hereof.

(c) To be eligible to receive the supplemental sick leave allowance provided herein, during any sick leave year the employee must be eligible for an allowance of 12 days of sick leave in said sick leave year under Section 1 hereof.

Section 8

(a) The burden of establishing that he/she was actually unfit for work on account of illness will be upon the employee. Current rules of agreements governing the granting of sick leave allowances shall be amended to provide that applications for sick leave allowances upon which a licensed chiropractor has certified that an employee was unable to perform his/her duties for the period of the absence will be considered as establishing the burden of proof that such employee was in fact unfit for work on account of illness. Every application for sick leave, whether with or without pay, for more than two consecutive days, or for a third and subsequent sick leave absence consisting of a two-day period in a calendar year, must be accompanied by medical proof satisfactory to the Carrier and upon a form to be furnished by the Carrier. A doctor's statement on the reverse side of the sick leave form must include a true statement of the cause of the employee's absence from work, including the nature of illness or disability, and must be made to the Carrier through the applicant's appropriate superior. This Section will not in any way relieve the employee from complying with Sections 8(c) and (d) of this Agreement. This will not supersede any of the applicable agreements.

Application for sick leave allowance upon which a licensed chiropractor has certified that an employee was unable to perform his/her duties for the period of the absence will be considered as establishing the burden of proof that such employee was in fact unfit for work on account of illness.

(b) Effective January 1, 2004, when a doctor's statement is required for the illness, a completed sick leave form must be submitted by the employee. Should the employee not submit a doctor's statement on the sick leave form as required, he/she shall be paid for the sick days taken, provided there are sufficient days in his/her bank. However, such employee shall not be in compliance with the agreement and such absence shall be considered an absence unauthorized.

An employee who is absent for more than four days on account of illness must file a written application on a form provided by the Carrier. A doctor's statement on the reverse side of the sick leave form must include a true statement of the cause of the employee's absence from work, including the nature of the illness or disability, and must be made to the Carrier through the applicant's appropriate superior. If the absence is more than four days, it must comply with the provisions of Section 8(a) hereof.

In accordance with this section, within three days after returning, the employee must submit his application for sick leave.

(c) To be entitled to sick leave for any day on which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one hour before the commencement of his/her scheduled tour of duty for that day, cause notice of the illness and of the place where he/she can be found during such illness, to be given by telephone, messenger, or otherwise, to his/her appropriate superior and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to give such notice within the time above prescribed, it shall be given as soon as circumstances permit. The failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such scheduled tour of duty, and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at some time, not less than one hour prior to the commencement of such tour of duty, he/she shall have

caused such notice to be given. The failure to cause notice to be given as herein provided shall not be excused unless the Carrier is convinced that special circumstances made it impossible and is also convinced that notice was given as soon as the special circumstances permitted.

(d) Carrier reserves the right to investigate any or all employees calling off account sickness by telephone or other means available to the Carrier. If a representative of the Carrier calls at the place where the absent employee gave notice that he/she could be found during his/her illness, or in the absence of such notice, calls at the home of the absent employee and cannot find him/her, the absent employee will be deemed to be absent without leave. Such employee will not be granted sick leave and will be subject to appropriate disciplinary action in accordance with the provisions of the existing agreement.

#### Section 9

Effective January 1, 2004, the Carrier will discontinue the deduction from sick pay of the daily sick leave benefits an employee is entitled to under the Railroad Retirement Unemployment and Sickness Act (RRUSA). Such employee who receives sick pay from the Carrier which is not so reduced shall not apply for daily benefits under the Act for those days paid. Filing for Railroad Retirement Sickness benefits while receiving full sick pay may subject the employee to discipline. However, if an employee is not receiving sick pay from the Carrier and/or an employee is out sick on 60% supplemental sick pay, the employee may apply for benefits under the Railroad Retirement Unemployment and Sickness Act. When an employee is receiving 60% sick pay benefits and applies for and receives benefits under the Railroad Retirement Unemployment and Sickness Act for absences due to illness or off-duty injury, credit will be taken by the Carrier for all such benefits, regardless of the day that such benefits are payable. Such credit taken by the Carrier for the Railroad Retirement Unemployment and Sickness Act benefits will not be considered as reductions in an employee's straight time earnings for pension purposes.

#### Section 10

An employee found to be in violation of the rules governing sick leave allowance will, in addition to being subject to denial of sick leave, also be subject to appropriate disciplinary action in accordance with the existing agreement. Any serious violation or persistent infractions or fraudulent claim for sick leave may result in dismissal from the service in accordance with provisions of the existing agreement.

#### Section 11

Except as otherwise provided herein, this Agreement and each of its provisions will be effective as of January 1, 1981.

Signatures not reproduced.

## APPENDIX B-1

March 18, 1988

Mr. Joseph A. Cassidy, Jr. General Chairman  
Brotherhood of Locomotive Engineers  
265 Sunrise Highway, Suite #65  
Rockville Centre, New York 11570

Dear Mr. Cassidy:

This will confirm our understanding with respect to the application of the Sick Leave Agreement by Engine Service Employees:

- o In accordance with Article 37 - Supplement 1 (December 31, 1980) of the Agreement and Section 8(c) of the Sick Leave Agreement, employees must notify the Carrier when they will be off on account of illness or injury. Employees must notify the Carrier of their desire to return to service, and will be considered off and subject to the following rules until their return to duty.
- o Employees must be available between 10:00 a.m. and 7:00 p.m. at the place where they have indicated they will be each day they are off sick, except as shown below:
  - Hospitalized
  - Off for injury and/or sickness after being seen by the Medical Department doctor, provided the employee maintains scheduled appointments or submits required medical proof sufficient to the Carrier.
- o The Carrier may contact employees at the place where they have indicated that they will be, either by telephone or in person, on any day that an employee is absent, as provided in Section 8(c) of the Sick Leave Agreement. Should the employee have to leave, he must contact the Carrier on Extension 8311 and report where he will be going and when he will return. An employee who is not at the indicated place when called or visited will not be paid for that day, unless pursuant to Section 8(d) the employee can prove to the Carrier's satisfaction that he was unable to respond to such inquiry.
- o In accordance with Section 8(b) of the Sick Leave Agreement, within three days after returning, the employee must submit his application for sick leave.
- o If off over seven calendar days, the employee must see the Company doctor before his return to duty as provided by Article 7(c).
- o All calls will be made between 10:00 a.m. and 7:00 p.m. on the employee's regularly scheduled workday, unless the employee has notified the Carrier that he will be returning to duty on his next scheduled workday.
- o In instances where an employee has been off less than 24 hours, he will be subject to call until 5:30 on the day prior to his return to duty.

Signatures Not Reproduced



**APPENDIX B-2**

July 19, 1996

Mr. Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers  
99 Railroad Station Plaza, Suite 200  
Hicksville, NY 11801

Re: Sick Leave Payout

Dear Mr. Evers:

The following procedures shall be followed in the administration of the sick leave payout provision for BLE-represented employees as contained in the recently negotiated agreement.

When an employee retires, resigns with ten years or more of company service or is about to deplete his/her sick leave bank while an active employee, the following bank calculation shall be accomplished to reconcile sick bank balances for such employees:

- a) An employee's total career accrual shall be established by crediting one sick day for each month during his/her service with the Carrier except that:
  - i) Employees hired prior to the sick leave provision becoming effective (i.e., employees hired prior to January 1, 1981) shall receive one day per month starting in the month following the month in which the bank was established. Such days shall be added to the number of sick days they are entitled to in accordance with the chart in the parties' Collective Bargaining Agreement.
  - ii) Employees hired under the "new hire sick leave" provisions (i.e., employees hired on or after June 1, 1983) shall receive a maximum of six sick days in their first calendar year of employment and a maximum of eight sick days in their second calendar year of employment. Thereafter, starting on January 1 of his/her third calendar year of employment, each employee shall receive one sick day per month of service. The one-day per month calculations will require a proration in the last year based on his/her actual months of service in that year.
- b) The employee's sick leave usage during his/her career with the Carrier shall be established using the sick leave extract report from payroll. Such amount of days used shall be deducted from the career accrual established in a) above. This will determine his/her sick leave bank balance.
- c) At retirement or resignation with ten years or more of service, should the employee's sick leave bank balance in b) be equal to or greater than one half the career accrual in a) the employee shall be paid for one half of his/her sick leave bank balance in b). Should the employee's sick leave bank balance in b) be less than one half the career accrual in a) the employee shall not be paid for any sick leave.
- d) In the case of an active employee who is running out of sick leave, the calculation in paragraphs a) and b) shall determine his/her sick days remaining.

Please contact me if you require any additional information.

Sincerely,

/s/  
Dale C. Kutzbach  
Vice President-Labor Relations

cc: G. M. Moran  
P. O. Geraghty  
R. A. Walsh

## APPENDIX B-2 (Cont.)

### As per March 21, 2006 Agreement:

Effective January 1, 2004, those employees who do not qualify for a sick leave buyout at retirement or resignation with 10 years of service based on their career accrual shall establish a sick leave buyout entitlement that will pay a non-pensionable lump sum severance payment upon voluntary separation or retirement of 50% of the value of all accrued but unused sick days since January 1, 2004, is at least 50% of the total number of sick days posted to the employee's bank since January 1, 2004.

## APPENDIX C

### Agreement of January 1, 1971

#### ARTICLE 5. Railroad-Union Plan of Benefits

During the term of this Agreement the Carrier shall contribute five percent (5%) of the annual wages of all active employees on the Engine Service Employees' Roster per annum, payable monthly, to the "Trustee of the General Chairman of Adjustment of the Brotherhood of Locomotive Engineers of the Long Island Rail Road Welfare Fund" to be used by said Trustees to provide sickness and accident income protection and pension benefits exclusively for the members of the Brotherhood of Locomotive Engineers - Long Island Rail Road. The Carrier shall also contribute the present premium cost for major medical benefits now provided engine service employees, with such plan of benefits to be administered by the Union.

During the term of this Agreement, the Carrier shall assume the premium costs for life insurance and medical benefits provided engine service employees under policies now in effect with the GHI, Blue Cross and NY Life Insurance Companies.

It is understood and agreed that the payments provided for herein supersede all other provisions for said payments in any other agreements between the parties hereto.

### Agreement of June 13, 1974

#### ARTICLE 4. Railroad-Union Plan of Benefits

The Railroad will provide for all employees who retired on or after July 1, 1974, \$38.60 per month for a family and \$17.05 per month for a single person toward the cost of hospital and surgical care. This sum will be provided until such time as the retired employee becomes otherwise covered as a result of changes in national agreements.

### Agreement of April 28, 1978

#### XVIII - Newly Hired Employees-Benefits

Employees hired on or after April 28, 1978, on which this Agreement becomes effective will be qualified for the following benefits on the first day of the month following one year of employment with the Carrier:

- o eyeglass plan
- o dental plan

For purposes of this rule, a month of service will be considered that month in which they have worked the preponderant number of working days.

The Carrier will reduce its monthly contribution to the Brotherhood of Locomotive Engineers' Health and Welfare Trust Fund by an amount of money equal to that which the Trust would have allocated for such benefits coverage if such employees were covered. The amount to be deducted each month may not, however, exceed for the dental plan \$15.00 for employees with dependents and \$4.40 for single employees; and \$1.86 for the eyeglass plan.

#### XX. Health & Welfare Benefits-Retirees

Nothing contained in this Agreement shall be construed to deprive the Union from presenting and processing as part of any future Section 6 Notice concerning pensions, a provision to change or modify current rules which provide the Carrier contribute toward the cost of retired employees' hospital and surgical care.

### Agreement of May 29, 1980

#### II. Health & Welfare Benefits

(1) Effective January 1, 1980, the Carrier will contribute an additional \$5.14 per month to the general fund of the Brotherhood of Locomotive Engineers' administered Health & Welfare Fund for such eligible employees.

(2) At the option of the Union, the increased contributions mentioned in paragraph (1) above may be deferred until January 1, 1981, in which case the increased contributions will be at the combined amount of \$10.28 per month rather than at \$5.14 per month.

(3) The increases, or portions thereof, mentioned in paragraphs (1) and (2) above, may, at the option of the Union be taken for equivalent cost benefits reasonably acceptable to the Carrier.

## **Agreement of July 11, 1983**

### **XXVI. Contribution to Union Welfare Fund**

Effective June 1, 1983 Article 5, Railroad- Union Plan of Benefits of the 1-01-71 Agreement shall be amended to provide that the Carrier shall contribute seven percent (7%) of the annual wages of all active employees on the Engine Service Employees' Roster per annum to the "Trustees of the General Committee of Adjustment of the Brotherhood of Locomotive Engineers of the Long Island Rail Road Welfare Fund," instead of the present five percent (5%) contribution.

### **XXII. Improved Medical Benefits**

The Carrier will improve its hospital policy for active BLE employees to provide coverage for well-baby care, in connection with maternity claims, and extend the present coverage of eligible dependent students from age 19 to 23.

### **XXIII. GHI Upgrade**

The Carrier will terminate its GHI policy on the policy anniversary November 1, 1983, and henceforth forward to the BLE Health and Welfare Fund \$3.96 for single coverage and \$9.47 for family coverage per month per eligible employee so that they may buy coverage from a different provider thus improving the schedule of benefits. (Rates revised 6-21-92.)

## **Interim Award February 9, 1987**

### **2. Health and Welfare Cost Containment**

(a) The Carrier and the insurance providers will introduce a series of health and welfare cost containment measures which will encourage greater consumer consciousness among employee health care service users.

(b) Pre-admission review will be required under a procedure to be established.

(1) Prior to scheduled medical, surgical, or psychiatric admission to a hospital, other than maternity, emergency, or urgent admissions. A \$250 deductible will be applied if this notification is not made.

(2) Prior to having any of the following procedures performed either on an inpatient or outpatient non-emergency basis: bunionectomy, cataract removal, deviated septum repair, hysterectomy, knee surgery, prostatectomy. A second surgical opinion will be scheduled. Failure to obtain a second opinion will result in a penalty of 50% of the physician's charge up to a maximum of \$250. In the event that the second opinion is that surgery should not be performed, the employee will be covered except for the penalty described above.

(c) The major medical reimbursement is amended to provide that employees will be reimbursed at 80%, except that current schedules providing less than 80% reimbursement will not be increased.

(d) The Carrier will offer health maintenance organization and preferred provider/individual practitioner association options for employees which will have no deductible or out-of-pocket expenses for employees who enroll in these plans.

(e) Effective July 1, 1987, the Carrier's contribution for all employees retiring on or after that date will be increased to \$40.72 for a retired single employee or \$113.89 for a married retiree.

## **Agreement of July 12, 1991**

### **2. HEALTH AND WELFARE**

The parties agree to make the following amendment to Interim Award February 9, 1987 paragraph 2(e):

Effective January 1, 1991, the Carrier's monthly contribution for all employees retiring on or after that date will be increased to \$100.00 for a retired single employee or \$200.00 for a married retiree.

## **Agreement of September 6, 1995**

### **II. HEALTH AND WELFARE AND PENSIONS**

Effective as soon as possible following ratification, health and welfare benefits shall be as follows:

(a) Hospitalization, major medical and prescription drug benefits shall be covered under the N.Y. State Government Employees Health Insurance Program (Empire Plan) for active employees and retired employees until reaching Medicare eligible age. Current defined contributions for retirees leaving after initiation of the above-described benefit shall cease.

(b) Current retirees in the Liberty Mutual Plan shall be eligible for coverage under the Empire Plan at the retiree's cost.

(c) Dental, vision, hearing and life insurance for active employees shall be provided by the Carrier as a defined benefit at the same levels agreed to with other LIRR unions in 1994. Additionally, the obligation of the Carrier to make any contributions for health and welfare purposes on behalf of Engine Service employees shall cease and terminate except that the Carrier shall continue to contribute to the BLE Pension and Welfare Fund. However, such

contribution effective with the initiation of the Carrier provided dental, vision, hearing and life insurance benefits shall be changed to six percent (6%) of the annual wages of all active employees on the Engine Service Employee Roster to be contributed to the BLE by the Carrier and shall be used for the purposes of providing health and welfare and pension benefits under the BLE Pension and Welfare Fund.

(d) Retirees upon reaching Medicare eligible age shall no longer be covered by the N.Y. State Government Employees Health Insurance Program (Empire Plan). Upon reaching Medicare eligible age the retiree shall receive \$100.00 single or \$200.00 family per month premium allowance which shall be used to purchase health coverage. The retiree must show proof of insurance and the amount of the premium paid when required by the Company.

Should the retiree's spouse be younger than age 65 or should the retiree have eligible dependents when the retiree attains Medicare eligible age, the spouse and/or eligible dependents shall have the option to join HIP/HMO at company cost. Such coverage shall be subject to eligibility requirements and shall cease when the spouse reaches medical eligible age or the dependents become ineligible or upon the death of the retired employee in accordance with the Empire Plan provisions. The spouse or eligible dependent may elect to take the company cost of the HIP/HMO plan and apply it to the cost of an alternate health plan subject to the eligibility requirements and verification of coverage to the LIRR.

Employees shall be entitled to participate in a flexible spending account funded by payroll deductions with \$5,000 annual maximums for health benefits and dependent care on a pay as you go basis. Unused monies shall be forfeited to the Carrier.

Effective January 1, 1997, The Long Island Rail Road will pay six dollars and fifty cents (\$6.50) and effective January 1, 1998 will pay an additional six dollars and fifty cents (\$6.50) per active employee per month into the Brotherhood of Locomotive Engineers of the Long Island Rail Road Welfare Fund. The Long Island Rail Road shall have the right to perform regular audits of the fund. Brotherhood of Locomotive Engineers agrees to provide The Long Island Rail Road with the trust agreement and plan document governing the health and welfare fund, and any and all amendments made thereto. Long Island Rail Road contributions shall be restricted to use in providing health and welfare benefits to Brotherhood of Locomotive Engineers represented employees and Brotherhood of Locomotive Engineers retirees of The Long Island Rail Road, and to cover administrative costs in providing those benefits.

#### **Agreement of March 14, 2000**

##### **5. Health and Welfare**

- a. Retirees shall maintain coverage under the Empire Plan until the retiree reaches Medicare eligible age. Employees who were hired subsequent to and including July 1, 1974 and who retire after the MTA Board's approval of this agreement shall not receive the payment of \$100 for individual and \$200 for family Health and Welfare coverage at Medicare eligible age. This has been referred to as the "pop-up." All current retirees and employees who were hired prior to July 1, 1974 shall continue to receive this pop-up benefit upon retirement after reaching Medicare eligible age.
- b. The \$13 monthly payment made by the Carrier to the Brotherhood of Locomotive Engineers for Health and Welfare purposes shall cease.

**12. Domestic Partner Coverage** - effective upon ratification and MTA Board approval, the Carrier shall provide domestic partner health coverage to the domestic partner of a LIRR employee represented by the BLE. The definition of Domestic Partner shall be understood to be the same as defined under the New York State Health Insurance Program (NYSHIP) as extended to non-represented employees of the LIRR. The applicable benefits shall include basic health benefits as currently provided under the Empire Plan in addition to supplemental dental and vision coverage currently provided to BLE members.

The domestic partner coverage is not a tax free fringe benefit as defined by the Internal Revenue Code, therefore, the employee must recognize the difference between individual versus family coverage as taxable income referred to as "imputed income." This would be handled as a payroll adjustment similar to other taxable allowances currently in place.

#### **Agreement of December 14, 2007**

##### **III. HEALTH AND WELFARE**

The Health and Welfare Benefits Provisions of the applicable Collective Bargaining Agreements shall be amended as follows:

1. Effective January 1, 2008, the Carrier shall increase the current dental benefit schedule by ten percent (10%).
2. Effective January 1, 2008, the Carrier shall increase the current vision benefit schedule by ten percent (10%).

**Railroad Retirement  
Supplemental Annuity Agreement**

Agreement dated as of January 1, 1963, by and between The Long Island Rail Road Company, hereinafter called the "Carrier", and the General Committee of Adjustment, Division 269, of the Brotherhood of Locomotive Engineers, representing engineers and motormen in road and yard service employed by the Carrier, hereinafter called the "General Committee."

**IT IS AGREED:**

(1) Effective January 1, 1963, a Pension Plan shall be established and instituted for engineers (motormen), as hereinafter defined, in road and yard service employed by the Carrier, which shall be financed by Carrier contributions as follows:

(a) In consideration of a reduction accruing to the Carrier in premium costs of health and welfare and life insurance benefits previously provided by it for the aforementioned employees, and in accordance with an agreement dated February 23, 1962, the Carrier will contribute toward said Pension Plan \$100 per calendar day commencing 12:01 A.M., March 1, 1962, and continuing for the duration of this agreement, as hereinafter provided.

(b) In lieu of the next nationally negotiated wage increase for engineers (motormen), the Carrier, commencing at 12:01 A.M., January 1, 1963, will also contribute toward said Pension Plan 10.28 cents for each service hour of engineers (motormen), as at present reported monthly by the Carrier to the Interstate Commerce Commission on Wage Statistics Form B. Such service hours are presently determined as provided for in "Rules Governing Classification of Railroad Employees and Reports of Their Service and Compensation" as prescribed by the Interstate Commerce Commission on January 1, 1951, and later amendments.

(2) Should the aforementioned next nationally negotiated wage increase be in excess of 10.28 cents per hour, such excess will be granted as increased wages without interest to engineers (motormen) commencing with the effective date of the national agreement. In the event the national agreement also contains a retroactivity clause pre-dating January 1, 1963, the retroactive adjustment will be paid to engineers (motormen) as wages without interest.

In the event the aforementioned next nationally negotiated wage increase is less than 10.28 cents per hour, appropriate deductions without interest will be made from subsequent increases in wages to engineers (motormen) until, after first applying the moneys from any retroactive adjustment pre-dating January 1, 1963, there has been recovered the difference between the amount that would have resulted had the rate of the next nationally negotiated wage increase been applied herein and that actually resulted from the application of the 10.28 cents per hour. Thereafter appropriate deductions from the aforesaid subsequent increases will be continued to reflect the difference between the amount that would result if the rate of the next nationally negotiated wage increase were applied herein and the amount that will actually result from the application of the 10.28 cents per hour.

In the event the effective date of the aforementioned next nationally negotiated wage increase is subsequent to January 1, 1963, appropriate deductions without interest will be made from subsequent increases in wages to engineers (motormen) until there has been recovered an amount equal to the total payments made by the Carrier to the Trustee under paragraph 1 (b) hereof during the period from January 1, 1963, to such effective date.

(3) The Pension Plan shall cover those engineers (motormen) whose names appear on the roster of eligible engineers initialed this date by the parties in road or yard engineer service of the Carrier, as of January 1, 1963, whether or not regularly employed by the Carrier as an engineer (motorman) as of said date, including any member of the General Committee whose name appears on said roster, and every engineer (motorman) who enters said road or yard engineer service of the Carrier, or is or becomes a member of the General Committee, after January 1, 1963, and whose name is added to said roster of eligible engineers, whether or not regularly employed by the Carrier as an engineer (motorman).

(4) The Carrier is not a party to the Plan which will be established and administered by the General Committee. Moreover, the Carrier makes no commitment with respect to the level of benefits which shall be provided by the Plan, and the Plan shall be one which shall qualify for approval by the Internal Revenue Service, as hereinafter provided. The Carrier's obligation under this agreement is limited to making payments as set forth in Paragraphs 1 and 2 hereof and it shall not be liable by reason of error in the payment for any month, provided correction is made on the next payment following written notification to it of such error. The Carrier agrees to furnish the General Committee with any information that may be necessary incident to their administration of the Pension Plan. The Carrier is not a party to the Trust Agreement formulated as a part of the Plan which Trust Agreement will be made between the General Committee and the Chase Manhattan Bank as Trustee of the Pension Fund and the terms and conditions of which shall be formulated by the General Committee and said Trustee.

(5) Contributions to be made by the Carrier shall be paid to the Chase Manhattan Bank as Trustee and will be received and administered by such Trustee in accordance with the provisions of the Trust Agreement. The Carrier shall, on or before September 15, 1963, pay over to the Trustee all contributions due from the dates and at the rates herein above specified to and including the last payroll date in the month of July, 1963, and shall also pay over to said Trustee all contributions which may hereafter become due on the 15th day of each succeeding month, covering all payrolls ended during each second preceding calendar month.

(6) All expenses incident to the institution, establishment and administration of the Pension Plan and the Trust forming a part of the same shall be paid out of the Pension Fund except that the Carrier shall arrange for the payment of \$1,000.00 to George B. Buck for service rendered by him as an actuary.

(7) The Carrier shall not claim a reduction in the level of its contributions by virtue of any future liberalization of payments under the Railroad Retirement Act of 1937, as amended. In no event shall any of the contributions made under this agreement revert to the Carrier or be used other than for the exclusive benefit of members, retired members, or contingent beneficiaries of members or retired members, and the expenses incident to the establishment and administration of the Pension Plan and the Trust forming a part of the same.

(8) The Pension Plan referred to herein is subject to possible change, if necessary, in order to obtain the approval of the Internal Revenue Service that the Trust forming a part of it is a qualified trust under Section 401 of the Internal Revenue Code, or any other applicable section of the Federal Tax Laws (as such sections are now in effect, or are hereafter amended or adopted), (i) qualifying for exemption from taxation under Section 501(a) of the Internal Revenue Code, or any other applicable section of the Federal Tax Laws (as such section are now in effect, or are hereafter amended or adopted), and (ii) entitling the Carrier to deduction for contributions under Section 404 of the Internal Revenue Code, or any other applicable section of the Federal Tax Laws (as such sections are now in effect, or are hereafter amended or adopted). The General Committee will make any changes which may be necessary in order to conform the Plan to applicable Federal or State Laws.

(9) This agreement shall be effective as of the day and year first above written and shall remain in full force and effect until July 31, 1964, and thereafter until changed or amended in the manner prescribed by the Railway Labor Act, as amended; it being understood moreover, that subsequent agreements made by the respective representatives of the parties on a national basis, except to the extent provided in paragraph 2 hereof, shall in no way supersede, abrogate, or diminish the benefits granted herein.

(10) The moratorium on the serving of local notices of any nature whatsoever pursuant to Section 6 of the Railway Labor Act by either party is extended to and including July 31, 1964.

The parties hereto, by their duly authorized representatives, have executed this Agreement on the 28th day of August, 1963.

Signatures not reproduced.

**APPENDIX C-1**

March 21,2007

Mr. Arthur Maratea, International Representative  
Transportation Communications International Union  
200 Sunrise Highway, 3<sup>rd</sup> Floor  
Rockville Centre, NY 11570

Mr. Michael J. Quinn, General Chairman  
Brotherhood of Locomotive Engineers and Trainmen  
99 Railroad Station Plaza, Suite 200  
Hicksville, NY 11801

**Re: Locomotive Engineer Training Specialists**

Gentlemen:

As you are aware, Carrier has experienced difficulty in attracting and retaining qualified Locomotive Engineers to serve as Locomotive Engineer Training Specialists.

We believe it is in the best interest of Carrier and the Organizations to attract and retain high quality trainers to provide instruction for our future Locomotive Engineers. In this regard, we are proposing that effective March 21, 2007, Carrier will arrange to contribute, 6% of each Locomotive Engineer Training Specialist's annual wages to the "Trustees of the General Committee of Adjustment of the Brotherhood of Locomotive Engineers of the Long Island Rail Road Pension and Welfare Fund," administered by the BLE&T for the purpose of providing health and pension benefits for its members and retirees. In signing this Agreement, the parties agree that Locomotive Engineer Training Specialists will be subject to the same health and welfare supplemental benefits and the BLE supplemental pension Locomotive Engineers are entitled to via the 6% contribution, as provided in Appendix C Section 5 of the January 1, 1971 BLE-LIRR Agreement.

If you are in Agreement with this proposal, please sign in the spaces provided and return a copy to my attention.

Very truly yours,

\_\_\_\_\_  
/s/  
S. M. Drayzen  
Director - Labor Relations (Administration)

We concur:

\_\_\_\_\_  
/s/  
Arthur Maratea, International Representative, TCIU

\_\_\_\_\_  
3/30/07  
Date

\_\_\_\_\_  
/s/  
Michael J. Quinn, General Chairman, BLE&T

\_\_\_\_\_  
3/21/07  
Date

- cc: A. Cosenza  
J. F. Dietz  
J. E. Antonucci  
T. McCaffery  
G. M. Moran  
M. Oliva  
L. Ebbighausen  
M. Capone  
L. Kane  
K. Layne  
W. Shaw



## APPENDIX D

Attachment to Interim Award of February 9, 1987

### AGREEMENT BETWEEN THE LONG ISLAND RAIL ROAD AND ORGANIZATIONS REPRESENTING ITS EMPLOYEES REGARDING RESOLUTION OF JURISDICTION OF WORK DISPUTES

1. This Agreement provides the sole and exclusive procedure for settling disputes between the Long Island Rail Road and the organizations representing the various crafts and classes of its employees concerning the jurisdiction of work.
2. The procedures set forth below are applicable to all disputes which arise out of the Carrier's award of jurisdiction in the following circumstances:
  - a. in any new or substantially renovated work location, or
  - b. which involves the introduction of new work, new technology or new equipment anywhere on the carrier's property, or
  - c. which involves the acquisition of new business, or facilities related thereto, or
  - d. any other jurisdictional dispute between two or more organizations.
3. The Carrier shall have the right to determine which organization(s) shall have jurisdiction over any of the work described in paragraph 2. At least 90 days prior to the commencement of such work, the carrier will advise each general chairman of its award(s) of jurisdiction.
4. Within 7 days of the Carrier's notification, any organization which is aggrieved by the Carrier's award(s) shall notify the Director of Labor Relations, in writing, of its objections. The organization shall specify which parts of the work it seeks, the rationale in support of its position, and the specific reference to the work performed in the organization's Scope Rule. If no objections are received within the 7-day period, the award of jurisdiction will become final immediately upon the expiration of the 7-day period, and may be implemented at that time.
5. Any organization which does not file an objection pursuant to paragraph 4 will be deemed to have no further interest in the matter, provided that the organization to whom the work is awarded need not file any statement to remain a party to any dispute which may arise.
6. If any organization(s) files an objection pursuant to paragraph 4, the Carrier will convene a meeting of all such organizations and the organization to whom the work is to be awarded, in an effort to resolve the dispute on the property. This meeting will be held within 10 days of the end of the 7-day period provided in paragraph 4.
7. In the event that the dispute is not resolved on the property, any of the organizations which had filed objections pursuant to paragraph 4 may demand arbitration of the dispute. Such a demand must be served on the Carrier and the other affected organization(s) within 4 days of the last meeting held pursuant to paragraph 6.
8. The parties to this Agreement hereby designate the following panel of neutrals to serve as the arbitrator in disputes arising under this procedure:
  - a.
  - b.
  - c.
9. One arbitrator shall sit as the board, and there shall be no partisan members. Each case will be assigned on a rotating basis to the next available arbitrator.
10. The arbitrator shall set the dispute for a hearing within 21 days, and shall render his award within 7 days. Each participant at the hearing may be represented by the person(s) of its choice, may present witnesses on its behalf and cross-examine witnesses presented by the other participants, and may submit any relevant exhibits. The hearing shall be transcribed.
11. The arbitrator shall have no power to add to, subtract from, change or modify any provision of any collective bargaining agreement, but shall be limited to interpreting the existing provisions of the agreements and applying them to the specific facts of the dispute. The arbitrator shall sustain the carrier's award of jurisdiction unless the objecting organization clearly demonstrates that it has exclusive system-wide jurisdiction over the work. The arbitrator shall have no power to limit the use of tools to employees of a specific craft or class.

12. The participants shall bear their own expenses. The arbitrator's fees and expenses shall be paid by the Carrier and the Brotherhood of Locomotive Engineers.
13. The arbitrator's award shall be final and binding, and shall be subject to judicial review only under the standards of Section 3 of the Railway Labor Act, 45 U.S.C. Sec. 153, as amended.
14. The time limits of paragraphs 6, 7, and 10 of this Agreement may be extended by agreement of the participants. The time limits shall be measured in calendar days, except that where the last day of a time period is a weekend or holiday, the next workday which is not a weekend or holiday shall be the last day of that time period. The Carrier may, following the 90 days notice, implement its award of jurisdiction pending resolution of the dispute in accordance with this procedure without incurring any liability to any of the organizations.
15. Neither the Carrier nor the organizations shall exercise a right of self-help in connection with the matters subject to this Agreement.
16. This Agreement replaces all other jurisdictional dispute resolution provisions on the Long Island Rail Road, and all such provisions are abrogated.

## APPENDIX E

June 8, 1990

Mr. J. A. Cassidy, Jr., General Chairman  
Brotherhood of Locomotive Engineers  
265 Sunrise Highway, Suite #65  
Rockville Centre, NY 11570

Dear Mr. Cassidy:

This confirms our discussions regarding certain understandings in the implementation of what is known as Code 7.

Specifically, Carmen Rule 73 provides the following:

All conferences between designated officials of The Long Island Rail Road Company and duly authorized local committees of the Organization signatory hereto, held during working hours, shall be without loss of time to the committeemen.

Payment under the above rule is allowed for the following circumstances:

1. Meetings called by the department, labor relations or other designated officials of The Long Island Rail Road.
2. Meetings called by the unions and agreed to by the department, labor relations or other designated officials of The Long Island Rail Road, i.e., grievance meetings, etc.
3. Disciplinary trials
4. Claims Department

Carrier will apply the above criteria for duly authorized representatives that you designate with a cap to be calculated at two (2) hours/employee/year.

The manpower count will be the average Status One headcount for the preceding year calculated by averaging the monthly totals as displayed on the official company "Distribution of Represented Employees by Craft--Status One" as provided by the Department of Budgets and Financial Planning (copy attached). These reports will be provided to the BLE for its review. The subtotals will be totaled to provide the overall number of days available to the BLE for Code 7 payments. It is understood that for 1990 the daily cap calculated as stated above will be 110 days.

Duly authorized representatives who are marked off for Code 7 service will be marked off for the entire day or tour of duty.

It is understood that as much notice as practicable will be given when marking off for Code 7 service specifically prior to the closing of the Boards.

An employee who is marked off for the day for Code 7 service will not be allowed to work his regularly scheduled assignment and will not be subject to any call out agreements for service on that day. No penalty payments will be allowed under Code 7 payments.

It is understood that the allocated Code 7 time as translated into dollars for each department is controlling and that all payments including overtime under Code 7 will be deducted from the dollar cap. The Code 7 days calculated for each group will be translated to a dollar cap based on the Engineer's hourly rate of pay in effect. Any payments made in excess of these dollar caps will be made known to the BLE by the Carrier by the 30th day after the close of a calendar year and reimbursed by the BLE to the Carrier by the 60th day after the close of a calendar year. The Carrier will review the calculations of the dollar caps with the BLE.

Code 7 documents will be completed by the representatives and be signed by an authorized Carrier official and will have to be submitted in order to receive payment.

Duly authorized representatives off for Code 7 will be paid the earnings of their assignment.

If you concur with the above conditions, would you please sign in the space provided.

Very truly yours,

/s/ Ernest L. Garb  
Vice President-Labor Relations

/s/ J. A. Cassidy, Jr.  
General Chairman-BLE

## APPENDIX F-1

December 13, 1991

Mr. J. Rousseau, General Chairman  
Brotherhood of Locomotive Engineers  
265 Sunrise Highway, Suite #65  
Rockville Centre, NY 11570

Dear Mr. Rousseau:

This is to confirm our understanding that a Locomotive Engineer who fails the five-day instruction and examination course shall be handled in the following manner:

The Company will afford a Locomotive Engineer who fails the five-day certification/re-certification course, in whole or in part, a second opportunity to qualify. Further, a Locomotive Engineer who fails the second opportunity shall be provided with a third opportunity.

Procedures for the Second and Third Opportunity to Qualify

- A. The Carrier will set the date for re-examination. The Locomotive Engineer will be re-examined within ten (10) business days of the course completion on the second opportunity. The Locomotive Engineer will be re-examined within ten (10) business days of the exam failure on the third opportunity.
- B. A Locomotive Engineer who fails one or both examinations shall be required to attend additional training as follows:
  1. Locomotive Engineers hired prior to February 18, 1970, shall attend four (4) hours of training from an instructor for each exam failed.
  2. Locomotive Engineers hired on February 18, 1970, or later shall receive two (2) hours of training from an instructor for each exam failed. The four-hour/two-hour instructor training may be increased solely at the Carrier's discretion.

In addition to the four hours/two hours of instructor training, additional specialized instruction/information will be made available to a Locomotive Engineer in his/her problem area on the second and third opportunity as follows:

- I. The Locomotive Engineer may audit or be required to audit any available Locomotive Engineer/Conductor training course.
- II. A facility will be made available for Locomotive Engineers' study.
- III. Specified packages will be made available and the Locomotive Engineer may be required to attend study sessions using the following material:
  - a) Appropriate publications covering the application of the operating rules and procedures.
  - b) Videotapes and written material available on physical characteristics.
  - c) Videotapes available on the application of personal safety.
  - d) Publications and training guides in the following areas:
    1. Air Brake System
    2. Federal Safety Regulations
    3. Mechanical conditions of equipment
    4. Train handling procedures
- C. Upon satisfactory completion of re-certification, the Locomotive Engineer will be required to notify the crew dispatcher prior to 5:30 PM to be eligible to cover his/her assignment on the following day.

If any second or third re-examination is not taken or the third examination is failed, the employee will, upon request, be given consideration for alternate employment with the Carrier subject to vacancies and qualifications. An employee who has ten (10) years or more with the Carrier shall be considered for alternate employment vacancies for up to twelve (12) months from the date of the failure of his/her third test. An employee with less than ten (10) years shall be considered for alternate employment vacancies for up to six (6) months from the date of the failure of his/her third test. In either case, the employee shall be placed in an inactive status and all pay, if any, shall cease upon the third failure. Health and Welfare benefits shall continue to be provided by the Carrier for a maximum period of six (6) months or until the individual secures a non-Long Island Rail Road job, whichever comes first. An employee who declines any alternate employment offered by the Long Island Rail Road or at the conclusion of the above-referenced periods of six (6) and twelve (12) months shall have his name removed from the Locomotive Engineer's seniority roster. An employee who accepts alternate employment will be subject to the collective bargaining agreement of that craft.

D. Pay During the Second and Third Opportunity to Qualify

During the period of re-qualification for certification (a maximum of ten (10) business days) a Locomotive Engineer shall be paid his/her applicable basic straight time hourly rate as described below:

	1st-5th Day (eight hours)	6th-10th Day (eight hours)
Second Opportunity	85%	50%
Third Opportunity	85%	50%

Note: The provisions of Article 4(h) shall not apply to the above schedule.

A Locomotive Engineer shall only receive the pay as outlined above, when he/she reports for instruction/self help as prescribed by the instructor. No payment will be allowed if the employee is on sick leave or disability leave during any re-qualification period. The previous sentence shall not apply to a Locomotive Engineer who is deemed to be suffering from a catastrophic illness or injury. Extensions of the ten-day re-qualification period shall be at the sole discretion of the Carrier.

Very truly yours,

/s/ Ernest L. Garb  
Vice President-Labor Relations

I CONCUR:

/s/ J. T. Rousseau  
General Chairman  
Brotherhood of Locomotive Engineers

I CONCUR:

/s/ H. F. Strempek  
Vice General Chairman  
Brotherhood of Locomotive Engineers

## APPENDIX F-2

December 24, 1991

Mr. J. T. Rousseau, General Chairman  
Brotherhood of Locomotive Engineers  
265 Sunrise Highway, Suite #65  
Rockville Centre, NY 11570

Dear Mr. Rousseau:

This is to confirm our understanding that a Locomotive Engineer whose certificate has been suspended because of his/her failure of the Skills Performance Test (which will be administered to an employee during their scheduled assignment) will be handled as follows:

When the failure results from any of the following:

- Violation of Rule G
- Illegal Acts (as defined by 40 CFR 240)
- Major Violation of an Operating Rule
- Tampering

the employee will be immediately removed from service and handled under the appropriate discipline procedure in effect.

When the suspension of his/her certificate is not associated with a violation of Rule G, illegal acts (as defined by 40 CFR 240), a major violation of an operating rule, and/or tampering, the company will afford the Locomotive Engineer two (2) opportunities to pass the Skills Performance Test. Notwithstanding anything to the contrary in the Agreement, the following procedures for Re-Examination of Skills Performance shall govern the application of Skills Performance Failures and appropriate re-testing:

### Procedures for the First Re-Examination of Skills Performance

- A. The Locomotive Engineer will be immediately relieved from duty upon failure. At such point the Locomotive Engineer will revert to 85% of pay. He will remain at 85% of pay until his return to his original reporting point. Upon arrival at his original reporting point, he will be taken off pay status. It is understood that the supervisor may operate the train without penalty until a replacement Locomotive Engineer can be provided and also available in accordance with the provisions of the collective bargaining agreement.
- B. Except as indicated in (E), the employee will be in an unpaid status pending the re-examination (a maximum of ten (10) business days).
- C. Remedial training may be scheduled at the sole discretion of the Carrier.
- D. The Skills Performance Test will be scheduled as soon as practical within the ten-(10) business day period.
- E. All of the time for required training and re-examination will be paid for as follows:
  - 1- 1st - 5th Day of the ten (10) day period  
85% of the employee's basic hourly rate for the actual time required.
  - 2- 6th - 10th Day of the ten (10) day period  
50% of the employee's basic hourly rate of pay for the actual time required.
- F. Upon satisfactory completion of the re-examination, the Locomotive Engineer will be required to notify the crew dispatcher prior to 5:30 PM to be eligible to cover his/her assignment on the following day.

### Procedures for the Second Re-Examination of Skills Performance

- A. Upon failure of the above referenced re-examination, the General Chairman of the Brotherhood of Locomotive Engineers will immediately be notified. The General Chairman of the Brotherhood of Locomotive Engineers shall arrange to meet within ten (10) calendar days with the Chief Transportation Officer. The Chief Transportation Officer will, upon request, assign one or more designated Supervisors of Locomotive Engineers to administer a final Skills Performance Test.
- B. The employee will be in an unpaid status pending the re-examination and will not receive any compensation.
- C. Upon satisfactory completion of the re-examination, the Locomotive Engineer will be required to notify the crew dispatcher prior to 5:30 PM to be eligible to cover his/her assignment on the following day.
- D. If the employee is not able to pass the re-examination the employee will, upon request, be allowed one of the following options:

1) Upon request, be given consideration for alternate employment with the Carrier subject to vacancies and qualifications. An employee who has ten (10) years or more with the Carrier shall be considered for alternate employment vacancies for up to twelve (12) months from the date of his/her failure. An employee with less than ten (10) years shall be considered for alternate employment vacancies for up to six (6) months from the date of his/her failure. Health and Welfare benefits shall continue to be provided by the Carrier for a maximum period of six (6) months or until the individual secures a non-Long Island Rail Road job, whichever occurs first. An employee who declines any alternate employment offered by the Long Island Rail Road or at the conclusion of the above-referenced periods of six (6) and twelve (12) months shall have his/her name removed from the Engineer's seniority roster. An employee who accepts alternate employment will be subject to the collective bargaining agreement of the craft.

2) The employee, upon request, will be given the opportunity to pass the Skills Performance Test for a Locomotive Servicing Engineer.

- (a) If the employee successfully passes this examination, he/she will be eligible to perform service on a Hostling Assignment in the Locomotive Shop, currently located in Morris Park, based on the applicable provisions of the agreement. The employee will be required to re-qualify as a Passenger Locomotive Engineer within twelve months of the examination for Locomotive Servicing Engineer. If the employee fails to qualify, his/her name will be immediately removed from the Engine Service Roster.
- (b) If the employee fails the Skills /Performance Test for a Locomotive Servicing Engineer, his/her name will be immediately removed from the Engine Service Roster.

Very truly yours,

/s/ Ernest L. Garb  
Vice President - Relations

I CONCUR:

/s/ J. T. Rousseau  
General Chairman  
Brotherhood of Locomotive Engineers

I CONCUR:

/s/ H. F. Strempek  
Vice General Chairman  
Brotherhood of Locomotive Engineers



**APPENDIX F-3**

December 30, 1991

Mr. J. T. Rousseau, General Chairman  
Brotherhood of Locomotive Engineers  
265 Sunrise Highway, Suite #65  
Rockville Centre, NY 11570

Dear Mr. Rousseau:

This is to confirm our understanding that a Locomotive Engineer whose certification is revoked/suspended under the FRA regulations for a second or third incident shall be handled in the following manner:

- A. A Locomotive Engineer whose certificate is revoked/suspended by the FRA due to a "serious violation," including, but not limited to a Rule G violation or for tampering with safety equipment, will be ineligible for the minimum period of time as determined by the FRA and shall not be afforded any consideration for alternate employment with the LIRR during any period of ineligibility.
- B. A Locomotive Engineer whose certificate is revoked/suspended by the FRA for a second incident for a reason other than those in Paragraph A and the period of ineligibility, as determined by the FRA, is one year, may be provided with remedial training. If a designated Supervisor of Locomotive Engineers evaluates the Locomotive Engineer and determines that remedial training is appropriate and this training is successfully completed and the employee is re-evaluated, the employee may be returned to service and his/her certificate restored after serving a six-month period of ineligibility. This employee, during the period of ineligibility, will be afforded consideration for alternate employment with the Long Island Rail Road, which may be granted at the Carrier's sole discretion.
- C. A Locomotive Engineer whose certificate is revoked/suspended by the FRA for a third incident for a reason other than those in Paragraph A and the period of ineligibility, as determined by the FRA, is greater than one year, during the period of ineligibility, will be afforded consideration for alternative employment with the Long Island Rail Road, which may be granted at the Carrier's sole discretion subject to the following conditions:
  - 1) The Locomotive Engineer must be qualified for the vacancy offered. Should the Locomotive Engineer decline the job offer, the Carrier shall not be obligated to offer any other employment during the period of ineligibility.
  - 2) The Locomotive Engineer's placement into a vacancy of another craft shall not be made if such placement would constitute a violation of the other craft's Collective Bargaining Agreement. While placed in the other craft, the employee shall be subject to all of the rules of that craft's bargaining agreement, including rates of pay, etc. Further, such placement shall not result in any penalty to the Carrier.
  - 3) At the end of the ineligibility period, if the Carrier has not terminated or otherwise disciplined him/her, the Locomotive Engineer returning to Locomotive Engineer status shall be subject to the re-qualification requirements of the Carrier and the FRA.
  - 4) At the end of the ineligibility period, if the Locomotive Engineer elects to remain in any other craft position he/she shall be removed from the Engineer seniority roster.

In the event the Carrier has imposed discipline greater than the ineligibility period, it is understood that such action shall be subject to the applicable provisions of the Agreement.

If this correctly reflects our understanding, please sign in the space provided for below.

Very truly yours,

/s/ Ernest L. Garb  
Vice President-Labor Relations

I CONCUR:

/s/ J. T. Rousseau  
General Chairman  
Brotherhood of Locomotive Engineers

I CONCUR:

/s/ H. F. Strempek  
Vice General Chairman  
Brotherhood of Locomotive Engineers

**APPENDIX F-4**

**Certification Class Day**

(From September 6, 1995 Mediation Agreement)

Freight Engineers, GXL, Yard, Hostlers, and Change of Engines Engineers attending certification classes shall be paid based on 1/5 of the previous week's earnings exclusive of relief day and holiday compensation with a minimum of one basic day.

**APPENDIX F-5**

September 7, 1995

Mr. Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers  
265 Sunrise Highway, Suite #65  
Rockville Centre, NY 11570

Re: Certification Allowance Payment

Dear Mr. Evers:

This is to clarify telephone conversations between Joe Cassidy and myself relative to the payment of the recently negotiated certification allowance.

The agreement reached calls for a \$10 certification allowance for each day worked to fully qualified engineers who maintain unrestricted certification licenses. An engineer will receive the \$10 allowance for each on duty period in which he/she operates a train or trains even if there are two duty periods within one calendar day, but an engineer will not receive the \$10 allowance in any case where he/she is in a time paid not worked status. Additionally, an engineer who cannot exercise his/her certification license due to a medical restriction shall not be paid the \$10 allowance.

Very truly yours,

/s/  
Dale C. Kutzbach  
Vice President - Labor Relations

cc: J. Cassidy

**APPENDIX F-6**

September 11, 1995

Mr. Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers  
265 Sunrise Highway, Suite #65  
Rockville Centre, NY 11570

Re: Certification Allowance Payment

Dear Mr. Evers:

This is to clarify the understanding reached between your representative Mr. Joe Cassidy and myself relative to the September 7, 1995 letter addressed to you on the above subject.

The BLE and the Carrier have agreed that the only exceptions to my letter dated September 7, 1995 relative to an engineer receiving the \$10 allowance when not operating a train or trains shall be when an engineer performs a protect assignment without operating a train or trains or an engineer serves as the Engine Service Coordinator. An engineer who performs a Carrier required protect assignment shall receive the \$10 certification allowance for the assignment whether or not he/she operates a train or trains.

Very truly yours,

/s/

Dale C. Kutzbach  
Vice President-Labor Relations

## **APPENDIX G**

### **Penalty Payment Modifications**

(From September 6, 1995 Mediation Agreement)

#### **FREIGHT RULES**

Subject to reaching agreement with the United Transportation Union, the road and yard distinction in freight operations will be eliminated. Effective with this agreement the penalty payment which currently exists on the Bayridge branch will be eliminated.

#### **WINDSHIELDS**

The one-hour payment when an engineer cleans his/her windshield is eliminated.

**APPENDIX G-1**

December 14, 1998

Mr. Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers  
99 Railroad Station Plaza, Suite 200  
Hicksville, New York 11801

Dear Mr. Evers:

This is to clarify our respective positions and understanding regarding the duties and responsibilities of a locomotive engineer regarding the washing of windshields. Any and all claims which have been previously filed and remained open as of November 20, 1998 have been settled or closed as of our recent agreement expressed by a separate written document which is currently awaiting approval by both the Brotherhood of Locomotive Engineers and the Long Island Rail Road. In that agreement, all windshield washing claims are being withdrawn with prejudice by the organization.

There is an agreement between the Brotherhood of Locomotive Engineers and the Long Island Rail Road, dated February 17, 1988, that specifies when an engineer reported the problem (of a dirty windshield) at turnaround points and the engineer was ordered to clean the windshield by proper authority, the Carrier would allow one (1) hour of pay for each such claim. Subsequently, during collective bargaining, the Brotherhood of Locomotive Engineers and the Long Island Rail Road entered into an agreement which again addressed this issue and resolved same by eliminating the penalty as follows:

“The one hour payment when an engineer cleans his/her windshield is eliminated.”

It is our understanding that the cleaning of a windshield will not become a duty of a locomotive engineer, but an engineer will continue to clean his/her windshield when a dirty windshield occurs en route which would prevent continued operation at MAS or when M of E forces are not available and/or when ordered to do so by proper authority. However, there would not be any additional compensation for doing so as a result of our agreement.

Sincerely,

/s/  
John W. Bernet  
Vice President - Labor Relations

I CONCUR:

\_\_\_\_\_  
/s/  
Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers

APPENDIX H

April 22, 1999

Mr. Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers  
99 Railroad Station Plaza  
Hicksville, NY 11801

Dear Mr. Evers:

This will confirm the understanding reached with regard to Engine Service employees on the guaranteed extra list and relief day list.

Engine Service employees on the guaranteed extra list may not bid for other guaranteed extra list assignments which have the same IPMA, relief days, and holidays assigned to work. In the event bids are received from guaranteed extra list employees under these circumstances, the bids will be disregarded. Additionally, any Engine Service employee who desires to displace a guaranteed extra list position must displace the most junior employee who holds a position with the same IPMA, relief days and holidays as selected by the displacing employee.

Engine Service employees on the guaranteed extra list or on the relief day list, may swap assignments with other engine service employees on the guaranteed extra list or relief day list provided the difference in call time is not in excess of one (1) hour. It is understood that no swap will be permitted which will result in the relief day employee being prevented from covering his/her regular assignment. It is incumbent upon the relief day employee to notify the engine dispatcher in the event he/she is given an assignment that will prevent him/her from covering their regular assignment. However, if the relief day employee fails to notify the engine dispatcher that the assignment given will prevent him/her from covering his/her regular assignment and the relief day employee is so assigned, the relief day employee will not be compensated for his/her regular assignment. *(Note: For purposes of this rule, all extra assignments are considered to be eight (8) hours' duration unless otherwise specified in crew assignment book and/or special program description.)*

Article 3(n)(4) will be modified to read:

Engine Service employees on holddowns who are off for Company business, personal leave day, vacation day or absent with permission day, may return to their holddowns by notifying the Crew Dispatcher prior to 5:30 p.m. Vacancies in this instance will not be trimmable.

It is understood that the foregoing Agreement is subject to membership ratification.

Very truly yours,

/s/  
S. M. Drayzen  
Director-Labor Relations (Administration)

I Concur:

\_\_\_\_\_  
/s/  
Robert M. Evers, General  
Chairman-BLE

\_\_\_\_\_  
4/29/99  
Date

\_\_\_\_\_  
/s/  
W. F. Duhs, III, Vice  
General Chairman - BLE

\_\_\_\_\_  
4/29/99  
Date



cc: J. Dermody  
R. Kenny  
P. McGowan  
B. Kaufman  
L. Beufve  
R. Bendick  
Labor Relations Staff

**APPENDIX I**

December 17, 1998

Mr. Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers  
99 Railroad Station Plaza, Suite 200  
Hicksville, NY 11801

Re: Passenger Announcements

Dear Mr. Evers:

As discussed in our meeting of November 20, 1998, the parties agreed that Rule 24(e) shall be interpreted to mean that engineers may be required to make announcements to passengers when there are train delays on the MTA transportation system or to advise passengers of possible emergency situations. This delay and possible emergency situation information when broadcast on the "info Zone" or other means shall be announced to passengers as soon as the engineer can safely do so.

If this correctly reflects our agreement, please sign in the space provided below.

Very truly yours,

\_\_\_\_\_  
/s/  
John W. Bernet  
Vice President-Labor Relations

I CONCUR:

\_\_\_\_\_  
/s/  
Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers

**APPENDIX J**

**Wage Assignment Authorization**

Manager-Disbursements Accounting  
Long Island Railroad Company  
Jamaica Station Building  
Jamaica, New York

I, an employee of the Long Island Rail Road Company (hereinafter called the Carrier), hereby assign to the Brotherhood of Locomotive Engineers (hereinafter called the Brotherhood), so much of any wages which shall become due and payable to me by the Carrier as shall be necessary in order to pay any and all amounts which shall become due and payable by me to the Brotherhood for dues, fees and assessments, including insurance premiums, as such amounts shall be reported in monthly statements which shall be furnished to the Carrier by the Secretary-Treasurer of the Brotherhood which is specified below my signature hereto, and I hereby authorize and direct the Carrier to deduct such amounts from my wages and to pay them over to said Secretary-Treasurer, all in accordance with the Agreement of March 4, 1954, for the deduction of dues, fees and assessments between the Carrier and the Brotherhood.

This assignment may be revoked by me by written notice to the Carrier at any time after the expiration of one year from the date hereof or the termination of said Agreement, whichever shall first occur.

Signature \_\_\_\_\_

Division \_\_\_\_\_

Date \_\_\_\_\_

**Note:** Pursuant to the Internal Revenue Code, union dues and/or assessments cannot be deducted as charitable contributions.

**Wage Assignment Revocation**

Manager-Disbursements Accounting  
Long Island Rail Road Company  
Jamaica Station Building  
Jamaica, New York

Effective \_\_\_\_\_, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my monthly dues, assessments, initiation fees and insurance premiums, now being withheld pursuant to the Agreement between the Brotherhood and the Long Island Rail Road Company, Wm. Wyer, Trustee, dated March 4, 1954, and I hereby cancel the Authorization now in effect authorizing the Carrier to deduct such monthly union dues, assessments, initiation fees and insurance premiums from my wages.

Signature \_\_\_\_\_

Division No. \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX K

April 18, 2000

Mr. R. M. Evers, General Chairman  
Brotherhood of Locomotive Engineers  
99 Railroad Station Plaza, Suite 200  
Hicksville, NY 11801

**Re: Modification of Rule 4(e)**

Dear Mr. Evers:

This will confirm the understanding reached with representatives of the Transportation Department to modify the provisions of Rule 4(e). The revised rule shall provide:

"Engine service employees who decline to accept relief day work when given proper calls will be removed from the relief day list for a period of thirty (30) days effective with their fourth (4<sup>th</sup>) refusal to work between general picks. A proper call will be notification of not less than two (2) hours in advance of the reporting time of the assignment for which called."

If the foregoing reflects our understanding, please affix your signature in the space provided and return to the undersigned.

Very truly yours,

\_\_\_\_\_  
/s/  
S.M. Drayzen  
Director – Labor Relations (Administration)

I Concur:

\_\_\_\_\_  
/s/  
R.M. Evers, General Chairman

\_\_\_\_\_  
4/29/00  
Date

- cc: R. D. Bendick
- R. J. Cassidy
- B. Christopoulos
- B. Kaufman
- R. Strafer
- Labor Relations Staff

**APPENDIX L**

January 12, 2001

Mr. Robert M. Evers, General Chairman  
Brotherhood of Locomotive Engineers  
99 Railroad Station Plaza, Suite 200  
Hicksville, NY 11801

**Re: Duties of Roustabout Assignments**

Dear Mr. Evers:

This will confirm the understanding reached at our December 21, 2000 meeting concerning the duties of Roustabout assignments.

It was understood and agreed that at terminals and yards where there are no switching limits pursuant to Article 25, Roustabout Crews may perform the following work without penalty:

- Move passenger equipment off tracks for the purpose of having the tracks cleaned or cleared of snow/debris
- Clearing tracks so that construction work may proceed/commence

If the forgoing correctly reflects your understanding, please affix your signature in the space provided.

Very truly yours,

\_\_\_\_\_  
/s/  
S. M. Drayzen  
Director – Labor Relations (Administration)

I Concur:

\_\_\_\_\_  
/s/  
Robert M. Evers, General Chairman – BLE

\_\_\_\_\_  
1/29/01  
Date

cc: R. Bendick  
B. Kaufman  
P. Krutys  
R. Strafer

APPENDIX M

October 30, 2006

Mr. Michael J. Quinn, General Chairman  
Brotherhood of Locomotive Engineers  
99 Railroad Station Plaza, Suite 200  
Hicksville, NY 11801

**Re: Extension of Time Limits – Engineer’s Agreement – Article 28(a), (b), and (c)**

Dear Mr. Quinn:

This is to confirm our Agreement regarding the extension of Article 28(a), (b) and (c) time limits of Claims and Grievances submitted by Locomotive Engineers.

The parties agree to extend the time for an Engineer to submit a claim or grievance from 15 to 30 days. Further, the parties agree that the time limit for answering a claim by the Carrier shall be extended from 30 days to 60 days. The weekly Union/Manpower Department review of claims shall be reinstated effective with the signing of this Agreement. Additionally, it is understood that all claims paid, denied or withdrawn shall be done so in writing and the work sheet prepared by Manpower shall be initialed by a member of the Union and the Carrier.

Either party to this Agreement may terminate this understanding by giving 30 days notice to the other.

Unless otherwise agreed to, such notice shall reinstate the Article 28 time limits.

Very truly yours,

\_\_\_\_\_  
/s/  
G. M. Moran  
Vice President – Labor Relations

I Concur:

\_\_\_\_\_  
/s/  
Michael J. Quinn, General Chairman  
Brotherhood of Locomotive Engineers & Trainmen

\_\_\_\_\_  
10/30/06  
Date

- cc: J. Dietz  
J. Antonucci  
R. Brooks  
J. Boyle  
D. Huber  
B. Kaufman  
S. Drayzen  
M. Capone  
J. Tinghino  
L. Kane  
K. Layne





APPENDIX O

August 29, 1978

Mr. G. B. McSherry, General Chairman  
Brotherhood of Locomotive Engineers  
89-02 Sutphin Boulevard  
Jamaica, New York 11435

Dear Mr. McSherry:

Re: ES-471-73 (H. E. Ferguson)

This is in reference to our rediscussion of the above-identified claim on August 22, 1978, concerning:

"Claim for H. E. Ferguson, Engineer of 7/14, penalty time card for payment of one day's pay account of car mover T. L. Holder coupled dinkey to B&O Flat car # 352525 in passenger car shop yard, and moved it to wheel track by diesel shop."

Carrier has tendered a "Final" letter of declination dated April 24, 2978, in regard to the instant case. However, since there was consent to hold a subsequent conference thereto, Carrier shall reflect herein what occurred at that conference.

It was agreed the particular move as incident to the instant case was work that properly belonged to Electricians (Car Movers) but that the operation of the dinkey accrued to both that craft and engine-service employees.

In that Claimant had to right to the work performed by the Car Mover, you decided, after due consideration, to withdraw the instant case from further handling. Carrier's records will reflect that fact.

Very truly yours,

\_\_\_\_\_  
/s/  
R. E. Peterson  
Chief Personnel Officer

I CONCUR  
FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

\_\_\_\_\_  
/s/  
G. B. McSherry, General Chairman



APPENDIX Q

January 3, 1984

Mr. John A. Caggiano, General Chairman, IBEW  
Mr. Joseph A. Cassidy, Jr., General Chairman, BLE  
Mr. Edward Yule, Jr., General Chairman, UTU

Gentlemen:

This will confirm the agreement reached concerning the movement of equipment at Richmond Hill Maintenance Facility scheduled to become operational on or about December 31, 1983.

Upon completion of track work necessary to accomplish this agreement, Track Nos. 1 through 13, located in that portion of the Jamaica Storage Yard identified as the Cleaning Yard, will be serviced by employees represented by the United Transportation Union and the Brotherhood of Locomotive Engineers in that either road or yard crews will pick up or dispose of trains assigned to any of these tracks. This will not preclude hostlers or change of engine crews

from moving engines in the Storage Yard area commensurate with their respective duties. The movement of diesel locomotives and/or power units to and from the Richmond Hill Maintenance Facility will be handled by the Hostlers who will utilize the Whiting Car Mover, "dinky" and/or engine to complete the above movement.

It is understood by the terms of this agreement that Electrician Car Movers will only move diesel-hauled passenger cars or multiple - unit (MU) equipment within the prescribed confines in the Storage Yard. The moves will only be made with the "dinky" or the Whiting Car Mover or from the controls of the multiple - unit (MU) equipment.

All maneuvering of cars into and out of the shop building will be performed by Electrician Car Movers. However, this agreement will not change present or past practice pertaining to the crafts signatory hereto.

Additionally, as pertains to that portion of the Jamaica Storage Yard identified as the Advance Yard, Electrician Car Movers will utilize the west end of Track No. 1 as a lead for the purpose of maneuvering cars into and out of the shop building. Advance No. 2 will be identified as a shop track providing for a run-around track for Electrician Car Movers. Advance Nos. 3 and 4 will be utilized as interchange tracks for the transfer of equipment between transportation and mechanical department jurisdiction. To perform their tasks, Electrician-Car Movers will be permitted to traverse certain switches identified in the attached diagram.

If a car located on Track Nos. 1 through 13 must be moved into the shop facility, it will be moved by employees represented by the United Transportation Union and the Brotherhood of Locomotive Engineers to either Interchange Track 3 or 4. It would then be moved by Electrician Car Movers into the shop facility.

Until such time as the necessary track work can be completed which will physically separate the shop tracks to conform with the arrangements set out above, the proposal dated November 23, 1983, attached hereto, will control the assignment of work on an interim basis. It is expected, barring any situation beyond the Carrier's control, to complete the necessary track work on or about July 1, 1984. This agreement will not alter current contractual provisions pertaining to the signatories hereto and applies solely to operational procedures relating to the Richmond Hill Storage Yard.

The Carrier will not reduce its current level of forces as a result of this agreement with respect to the crafts signatory hereto.

If the foregoing accurately sets out your understanding and agreement, please sign on the line provided returning the original for our file. In the event you do not agree, such disagreement will act to void this agreement with all parties involved.

Very truly yours,

\_\_\_\_\_  
/s/  
John F. DeSanto  
Vice President-Personnel  
Management



APPENDIX A

Engineers

**Brotherhood of Locomotive Engineers and Trainmen**

Title	Year	% Inc.	Rate	Progression For Night Differential*						Notes	
				100%	90%	85%	80%	75%	70%	No.	Eff.
Engineer (Occ: 7100)	1/1/2006	3%	32.691	0.935	0.842	0.795	0.748	0.701	0.655	1	4/26/2006
	1/1/2007	4%	33.999	0.935	0.842	0.795	0.748	0.701	0.655		
	1/1/2008	3.5%	35.189	0.935	0.842	0.795	0.748	0.701	0.655	2	1/30/2008
	1/1/2009	3%	36.245	0.935	0.842	0.795	0.748	0.701	0.655		
Engineer Trainee Unqualified (70%) (Occ: 7150)	1/1/2006	3%	22.884		0.842	0.795	0.748	0.701	0.655	1	4/26/2006
	1/1/2007	4%	23.799		0.842	0.795	0.748	0.701	0.655		
	1/1/2008	3.5%	24.632		0.842	0.795	0.748	0.701	0.655	2	1/30/2008
	1/1/2009	3%	25.371		0.842	0.795	0.748	0.701	0.655		
Journeyman Engineer (Hired After 7/11/83) (Occ: 7140)	1/1/2006	3%	25.194	0.720	0.648	0.612	0.576	0.540	0.504	1	4/26/2006
	1/1/2007	4%	26.202	0.720	0.648	0.612	0.576	0.540	0.504		
	1/1/2008	3.5%	27.119	0.720	0.648	0.612	0.576	0.540	0.504	2	1/30/2008
	1/1/2009	3%	27.933	0.720	0.648	0.612	0.576	0.540	0.504		
Sperry Rail Car Operator (Occ: 7201)	1/1/2006	3%	41.965	1.201	1.081	1.021	0.961	0.901	0.841	1	4/26/2006
	1/1/2007	4%	43.644	1.201	1.081	1.021	0.961	0.901	0.841		
	1/1/2008	3.5%	45.172	1.201	1.081	1.021	0.961	0.901	0.841	2	1/30/2008
	1/1/2009	3%	46.527	1.201	1.081	1.021	0.961	0.901	0.841		
Sperry Rail Car Operator Overtime Rate (Occ: 7202)	1/1/2006	3%	45.958	1.201	1.081	1.021	0.961	0.901	0.841	1	4/26/2006
	1/1/2007	4%	47.796	1.201	1.081	1.021	0.961	0.901	0.841		
	1/1/2008	3.5%	49.469	1.201	1.081	1.021	0.961	0.901	0.841	2	1/30/2008
	1/1/2009	3%	50.953	1.201	1.081	1.021	0.961	0.901	0.841		
Engine-Service Coordinator (Occ: 7200)	1/1/2006	3%	35.993							1	4/26/2006
	1/1/2007	4%	37.433								
	1/1/2008	3.5%	38.743							2	1/30/2008
	1/1/2009	3%	39.905								

Note: Employees will be allowed a ten (\$10.00) dollar certification allowance per tour of duty worked to fully qualified engineers who maintain unrestricted certification licenses.

1 - 2006 Rates commenced 4/26/06. Backpay period 1/1/04-4/25/06.

2 - 2008 Rates commenced 1/30/08. Backpay period 1/1/07-1/29/08.

\*The night differential rates frozen at the 12/31/84 were increased by the 1999-2002 wage increases. 2006-2009 night differential rates remain same as 2002.

**APPENDIX A**

**Brotherhood of Locomotive Engineers and Trainmen**

For Engine Service Employees Currently in Program (Including Pre-Employment Training):

**New Hire Wage Progression effective 2/9/87**

**Transfer Wage Progression effective 2/9/87**

1st	365	<u>Calendar Days</u>	70%
2nd	365	<u>Calendar Days</u>	75%
3rd	365	<u>Calendar Days</u>	80%
4th	365	<u>Calendar Days</u>	85%
5th	365	<u>Calendar Days</u>	90%
After	1,825	<u>Calendar Days</u>	100%
100% Paid Upon Qualification Regardless of Calendar Days			

1st	180	<u>Calendar Days</u>	85%
2nd	270	<u>Calendar Days</u>	90%
(Or Until Qualified)			
Upon Qualification			100%

**New Hire & Transfer Wage Progression Eff: 12/05/97:**

70%	Until qualified
100%	Upon qualification

Note: Prior company service does not count toward wage progression.

**New Hire Wage Progression Eff: 9/6/07:**

70%	Until qualified
100%	Upon qualification

**\*Internal Transfer Wage Progression Eff: 9/6/07:**

70%	
75%	
80%	
85%	
90%	
100%	Upon qualification

Wage Progression timing remains the same as above.

\*Locomotive Engineers who transfer from other Carrier positions will be compensated for the training program at the wage progression rate that is the next highest rate in the wage progression to the employee's current step. However, no internal transfer Engineer trainee will be compensated at more than 90% of the Locomotive Engineer rate of pay.

A \$3,500 bonus payment will be provided upon promotion to Locomotive Engineer and commencement of service as a Locomotive Engineer as specified in the 9/6/2007 letter agreement.

\*The night differential rates frozen at the 12/31/84 were increased by the 1999-2002 wage increases. 2006-2009 night differential rates remain same as 2002.