

AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

CARMEN EMPLOYEES

Represented by

**UNITED TRANSPORTATION UNION
LOCAL 722**

RULES UPDATED THROUGH

DECEMBER 31, 2010

including

**AGREEMENT OF
DECEMBER 6, 2007**

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RULES UPDATED THROUGH
DECEMBER 31, 2010

including
AGREEMENT OF
December 6, 2007

and

Rates of Pay Effective
January 1, 2006, January 1, 2007,
January 1, 2008 and January 1, 2009

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SCOPE

These rules shall constitute an Agreement between The Long Island Rail Road Company and United Transportation Union, Local 722, and shall govern the Hours of Service, Rates of Pay and Working Conditions of such employees.

DEFINITIONS

Where the term "duly accredited representative" appears in this Agreement, it shall be understood to mean a member or members of the regularly constituted Committee of the Organization signatory hereto, certified for the purpose of the Railway Labor Act, as amended, as the representatives of the employees covered by this Agreement.

Where the term "Carrier" appears in this Agreement, it shall be understood to mean the highest officer or his/her designated representative with proper authority to negotiate rule changes or agreements.

SECTION I

Working Conditions

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RULE 1
Forty-Hour Week

(a) Eight (8) hours shall constitute the basic workday, including a thirty (30) minutes paid meal period.

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

(c) There will be established for all employees, subject to the exceptions contained herein, a workweek of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the workweeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing workweek rule is subject to the provisions of this Agreement which follow:

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

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

(f) On positions which have been filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(g) All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements.

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

(h) If in positions or work extending over a period of five days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (d) above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance.

(i) The typical workweek is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (d), (e) and (f), the following procedure shall be used:

(1) All possible regular relief positions shall be established pursuant to paragraph (g).

(2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.

(3) Efforts will be made by the parties to agree to the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an Agreement thereon.

(j) The term "workweek" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

RULE 2
Assignment Of Work

(a) Work shall be assigned to employees of the various classes covered by this Agreement in accordance with the Special Rules of each class. This rule shall not be construed so as to prevent an employee of one class being required to perform work of another class where necessary to prevent idleness or to avoid delay to the work.

(b) This rule prohibits foremen in the exercise of their duties to perform work belonging to the Carmen's Craft, except that a foreman may perform a small amount of manual work to correct or instruct employees under his/her supervision and to demonstrate new techniques.

(c) At points where there is not sufficient work to justify employing a mechanic of each class the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any class not having a mechanic employed at this point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each class, and any dispute over the designation of the class to perform the available work shall be handled as follows: At the request of the General Chairman of any craft, the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

The Carrier shall give at least ten (10) days written notice to the General Chairman when it is contemplated that there will be a change in work forces or the establishment of a new outlying point. The Carrier will arrange a conference with the General Chairman to discuss the proposed changes.

(d) Helpers assigned to assist mechanics shall be subject to instructions of mechanics (both under direction of Foreman) and will perform such work as may be assigned to them to the end that they may be kept fully occupied and that the mechanic and his/her helper may work jointly to bring the work to a successful conclusion in the shortest possible time.

RULE 2A Incidental Work Rule

Employees may be required, so far as they are capable, to perform incidental work within their craft provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

Employees who perform incidental tasks within their craft shall be paid at their own regular rate. This rule is not intended to alter the establishment and manning of work forces accomplished in accordance with existing assignment, seniority, scope and classification rules.

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the Carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the organization may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the Carrier for the actual time at pro rata rates required to perform the incidental work.

Nothing in this rule is intended to restrict any of the existing rights of the Carrier.

RULE 3 Changing Shift

Employees changed from one shift to another to perform service covered by these rules shall be paid overtime rates for the first shift of each change. Employees working two or more shifts on a new shift shall be considered transferred. This will not apply when shifts are changed in the exercise of seniority nor to employees on relief assignments.

Relief employees who perform relief work in two positions within a twenty-four hour period will be paid straight time for the first eight hours worked in each position. For time worked in excess of eight hours on any of the positions so relieved, they will be compensated in accordance with the foregoing provisions of this rule.

RULE 4 Assigned Road Work

(a) Employees regularly assigned to road work, whose tours of duty are regular and who leave and return to home station daily, shall be paid continuous time from the time of leaving the home station to the time they return whether working, waiting, or traveling, inclusive of the meal period as follows: straight time for all straight time hours and overtime for all overtime hours at the home station.

(b) If required to remain away from designated headquarters beyond the usual quitting time and expenses for meals or lodging are incurred by the employee, actual necessary expenses will be allowed, in accordance with Carrier policy, i.e., pay vouchers.

(c) This rule does not apply to employees traveling between their homes and designated assembling points nor to employees traveling in the exercise of seniority or for other personal reasons.

RULE 5
Emergency Road Work And Wreck Service

An employee regularly assigned work at a shop, engine house, repair track, inspection point, or powerhouse, when called for emergency road service, shall be paid from the time required to report at the point designated at the home station or resident station until his/her return in accordance with the practice at the home station.

In no case shall an employee sent out on the road for emergency service be paid less than eight (8) hours for each calendar day when such service prevents him/her from making his/her regular daily hours at home station.

When meals and lodging are not provided by the Carrier, actual necessary expenses shall be allowed. Employees will be called, as nearly as possible, one (1) hour before leaving time and on their return will deliver tools at point designated.

Wrecking Crew

Wrecking service employees will be paid in accordance with this rule.

The present practice as to assignments in and performance of wrecking service will be continued. Employees while engaged in wrecking service shall be compensated as provided in this Rule 5.

RULE 6
Repairing Cars On Road

When necessary to repair cars on the road or away from the shops, Carman will be sent out to perform such work as putting in couplers, draft rods, draft timbers, arch bars, center pins, putting cars on center, truss rods and wheels and work of similar character, and may be assisted by a helper or another Carman to complete the assignment when considered necessary by the Carrier.

RULE 7
Temporary Service Outlying Points

(a) Employees sent out to fill vacancies temporarily at an outlying point or shop, or temporarily transferred to an outlying point or shop shall be paid continuous time from the time required to report at point designated at home station or resident station to the time designated to report for duty at the point to which sent, payment to be at straight time rates for straight time hours at home station and overtime rates for overtime hours at home station whether waiting or traveling, except-

(1) Employees reporting at the point to which sent shall be paid overtime rates in accordance with the provisions of Rule 43 for all time worked during the initial twenty-four (24) hour period, and thereafter shall be paid at straight time and overtime rates for service performed in accordance with bulletined hours at that point with a guarantee for each day worked of not less than their bulletined hours at home station.

(2) Where meals and lodging are not provided by the Carrier, actual reasonable expenses will be allowed in accordance with the Carrier policy, i.e., by pay voucher.

(3) On the return trip to home station or resident station employees shall be paid straight time for straight time hours and overtime for overtime hours in accordance with practice at home station up to the time of arrival at the home station or resident station.

(b) (1) Snow duty at shops shall be performed on a voluntary basis. Employees desiring to be used in such duty shall so indicate, in writing, on appropriate lists in the office of the Master Mechanic during October of each year.

(2) The present practice with respect to snow duty at outlying points shall remain unchanged.

(3) Meal tickets will be furnished to employees engaged on snow duty on shifts other than their regularly assigned shifts, or when used away from their home shop or terminal.

RULE 8
Starting Time And Meal Period

(a) There may be one, two or three shifts employed. The starting time of any shift shall be arranged by agreement between the local officers and the Employees' Committee, based on actual service requirements.

(b) The time and length of the meal period shall be subject to mutual agreement.

(c) Where three shifts are employed in continuous service, the spread of each shift shall consist of eight (8) consecutive hours, including a thirty (30) minute paid meal period within the limits of the fifth hour.

(d) Lapped shifts varying from the above will not be established except when the requirements of the service cannot be met by other equal economical arrangements. When it is necessary to establish new lapped shifts, it must be done by mutual agreement with the Lapped Shift Committee of the Management, which will be composed of one

representative designated by the United Transportation Union, one representative designated by the Mechanical Department and one representative designated by the Labor Relations Department.

RULE 9
Seniority District

Seniority districts as in effect immediately prior to the adoption of this rule shall remain in effect until and unless changed by mutual agreement between the Carrier and the duly accredited representative of the employees.

RULE 10
Seniority, Date Of

(a) Employees in the respective crafts covered by these rules shall, except as otherwise provided herein in the case of Car Appearance Maintainers assigned to helper positions under paragraph (b) of this Rule, establish seniority as helpers from the time their pay starts as helper or mechanic.

(b)(1) Trainees who have been or may be assigned to Mechanic's positions under the provisions of the aforesaid agreement shall be given a tentative seniority date on the Roster of Carmen as of the date assigned.

(2) Newly-hired employees who have been or are assigned to a position in the craft covered by this agreement shall be given a tentative seniority date on the Roster of Carmen as of the date assigned.

(3) Employees covered by the provisions of subparagraph (1) of paragraph (b) of this Rule shall be accorded a permanent seniority date on the Carmen's System Seniority Roster in accordance with the provisions of this Rule and the agreed upon interpretations thereof.

(4) Employees covered by paragraph (b)(2) hereof shall be accorded a permanent seniority date on the Carmen's System Seniority Roster in accordance with the provisions of this Rule and the agreed upon interpretations thereof.

(c)(1) Car Appearance Maintainers awarded advertised helper positions or vacancies shall have helper seniority from date of such award and shall retain and continue to accumulate Car Appearance Maintainers' seniority and may exercise displacement rights when affected in force reductions or when the position to which they are assigned is abolished.

(2) Car Appearance Maintainers assigned to fill unadvertised helper vacancies shall retain and continue to accumulate Car Appearance Maintainers' seniority, but will not acquire helpers' seniority. In assigning Car Appearance Maintainers in such cases, preference will be given to the senior, qualified, available Car Appearance Maintainer. If the Car Appearance Maintainer so assigned is not the senior, qualified, available Car Appearance Maintainer, he/she may be displaced by a senior, qualified, available Car Appearance Maintainer.

RULE 11
Seniority Rosters

(a) Seniority rosters will be revised as of January 1st, each year, and posted during the month of January showing for each craft the names and seniority dates. Copy of roster will be furnished to the General Chairman and the Committees in their respective seniority districts.

(b) Seniority of employees hired prior to December 31, 1959, shall maintain their point seniority at the point and shall also maintain seniority on the Universal System Seniority Roster. All mechanics hired after December 31, 1959, shall be placed in order of seniority on the Universal System Roster.

(c) There shall be four sub-divisions of seniority in the Carmen's craft, as follows:

Upholsterers
Painters
Other Carmen
Helpers

(d)(1) Effective December 31, 1959, the present point seniority rosters for the four sub-divisions in the Carmen's craft listed in this Rule 11 shall be closed to all employees whose names did not appear on such rosters as of the aforesaid date.

(2) Effective December 31, 1959, new seniority rosters will be established as follows:

(a) System Seniority Roster of Upholsterers
(b) System Seniority Roster of Painters
(c) System Seniority Roster of "Other Carmen"
(d) System Seniority Roster of Car Appearance Maintainers

(3) The employees whose names now appear on the point seniority rosters will be accorded seniority on the newly created respective System Seniority Rosters and ranked thereon in accordance with their respective

seniority standing shown on the respective point rosters. In the event two or more employees have the same seniority date as Mechanic and/or Helper, the following shall govern:

(a) The date employee entered service.

(b) Employee's name shall be placed on the roster in alphabetical order.

(4) The employees whose names now appear on the aforesaid point seniority rosters will have prior rights at each of their respective locations in the exercise of seniority.

(5) Employees entering service on or after December 31, 1959, who are awarded an advertised position in the class covered by this Agreement, shall be placed on the respective System Seniority Roster following the name of the last employee on this roster; and such employees shall not acquire seniority on any of the existing point seniority rosters.

RULE 12

Seniority, Appeals From Date Of

An employee will have sixty (60) days from the date his/her name first appears on the roster to appeal his/her roster date or relative standing thereon, except that in case of an employee absent on leave, sickness, disability, vacation or suspension, at the time roster is posted, this time limit will apply from the date employee returns to duty. If no appeal is taken within the time limit, future appeals will not be entertained unless the employee's roster date or his/her relative standing is changed from that first posted.

RULE 13

Promoted Employees, Exercise Of Seniority

(a) Employees in service will be considered for promotion to supervisory positions. Employees from the crafts or classes covered by these rules appointed to, or now filling, supervisory positions with the Carrier shall retain and accumulate seniority.

Effective September 1, 1997, employees now filling or promoted to official, supervisory or other positions with the Railroad shall retain all their seniority rights and shall continue to accumulate seniority provided they remain members in good standing with the Organization. If such an employee fails to remain a member in good standing, the duly accredited representative shall so notify the Director-Labor Relations and the employee. Within 30 days after receipt of notification, any such employees will forfeit their seniority unless, within the 30-day period, the employees involved remit all monies due the Union.

(b) Employees filling supervisory positions may, upon returning to a position covered by these rules, exercise seniority in the craft or class and seniority district from which promoted, only if he/she has been displaced, disqualified or his/her position has been abolished.

(c) Employees appointed to or now filling supervisory positions, who voluntarily give up such positions, will only be permitted to accept an open or vacant position in the craft or class from which promoted.

RULE 14

Advertisement Of Positions

(a) When new positions are created or vacancies occur in the respective crafts or seniority groups covered by these rules they will be promptly bulletined and the bulletin posted five (5) days before being permanently filled, except that temporary positions or vacancies need not be bulletined until after thirty (30) days. A copy of bulletin will be furnished the Local Chairman.

(b) (1) All assigned open mechanic and helper jobs will be advertised on the first of every other month.

(2) All assigned open Car Appearance Maintainer jobs will be advertised on the fifteenth of every other month.

(c) If bulletin advertising a position is cancelled, notice to that effect, and the reason therefor, will be posted on bulletin boards on which the bulletin appears.

(d) Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of the rules in this Agreement.

RULE 15
Application For Advertised Position

(a) Employees eligible for and desiring such bulletined positions must make written application within the advertising period to the officer whose name appears on the bulletin. Mechanics actively employed as such will not be considered as eligible bidders on advertised helpers' positions.

(b) A Carman may utilize his/her system seniority in bidding for a position advertised at any location, but will not have rights over employees holding point seniority at such locations. A Carman obtaining a position at another location in the exercising of his/her seniority will not forfeit his/her point seniority.

RULE 16
Application For Former Position

The application from an employee for an assignment he/she has just vacated will not be considered until it is once filled and again vacated. This will not apply to employees who vacate an assignment and subsequently, through no fault of their own, are displaced by a senior employee in the exercise of seniority.

RULE 17
Returning From Sickness, Leave Of Absence, Etc.

(a) An employee returning to duty after leave of absence, vacation, sickness, disability or suspension shall return to his/her former position unless it has been abolished or obtained by a senior employee through displacement, or may within five (5) days select any position bulletined during his/her absence which was awarded a junior employee; other employees thus displaced shall have the same rights as employees returning to duty under this rule.

(b) If, during the time an employee is off account of leave of absence, vacation, sickness, disability or suspension, his/her former position has been abolished or obtained by a senior employee through displacement, he/she shall exercise seniority under this rule; and other employees thus displaced shall exercise seniority in like manner.

RULE 18
Qualifications For Position

An employee bidding a position above his/her incumbent position will be required to take appropriate examination and perform actual demonstration of his/her abilities in order to determine qualifications.

Such examinations and demonstrations are to be jointly developed and administered by Management and the Organization.

This rule shall apply only to Carmen Mechanics bidding for positions of Carman-Welder and Carman-Federal Inspector.

It does not apply to employees in the Helper or Car Appearance Maintainer class, nor does it apply to Carmen Mechanics positions at the basic rate.

RULE 19
Awards

Award will be made within five (5) days after the close of the advertisement to the senior applicant having the qualifications necessary to fill the position, and bulletin will be posted announcing the name of the employee awarded the position. A copy of the award bulletin will be furnished the Local Chairman. In the event of question arising under this rule, record of bids will be made available upon request. This rule shall not be construed so as to require the placing of employees on their awarded positions immediately, where properly qualified employees are not available at the time to fill their places; but such transfers must be made within ten (10) days of the effective date of the awards. Employees awarded Carmen Mechanics positions will not forfeit their seniority in the Car Appearance Maintainer class.

Once permanent positions are awarded and until such time as transfer is made (transfer meaning when the employee leaves their former position and actually begins work on their new position) should an employee awarded a permanent position be bumped by a senior employee, the employee shall return to the job they just vacated unless that position is abolished or obtained by a senior employee; or the newly displaced employee may exercise their seniority in accordance with Rule 58(g).

RULE 20
No Bids From Qualified Employees

- (a) Bulletined positions may be filled temporarily pending assignments.
- (b) In the event no bids or applications are received from qualified employees covered herein, then the position shall be filled by appointment; and notices thereof shall be posted in accordance with the provisions of Rule 19. If the appointment is not made within thirty (30) days, the position will be readvertised in accordance with the provisions of Rule 14.
- (c) In the event no bids or applications are received from qualified employees covered herein as a result of the second advertisement, then the position may be filled without readvertisement.

RULE 21
Failure To Qualify

An employee exercising seniority under Rule 15 will do so without expense to the Carrier. Employees who are awarded advertised positions in accordance with Rule 15 will be allowed up to twenty (20) working days in which to qualify. This provision is not applicable to positions requiring QMP qualifications wherein employees must bid qualified. If after the employee begins work on the assignment he/she fails to qualify, he/she will retain his/her seniority but may not displace any regularly assigned employee.

When an employee exercises his/her displacement rights, the employee making the bump will be afforded up to eight (8) hours to demonstrate his/her ability to perform the job. If the employee is found not to be qualified, the incumbent employee will not be displaced from his/her job.

RULE 22
Car Appearance Maintainer
Assignment To Temporary New Helper Positions

Car Appearance Maintainers may be assigned to temporary new helper positions. Such employees so assigned will be continued as helpers for a period of thirty days, except that this will not apply if the temporary positions are advertised. Nothing herein will be construed as prohibiting the abolishment of any position at any time by proper notice. In assigning these employees, preference will be given to the senior, qualified, available employee of the class used for this assignment. If the employee so assigned is not the senior, qualified, available employee, he/she may be displaced by a senior, qualified, available employee of his/her class.

RULE 23
Temporary Or Seasonal Position

An employee placed in a seasonal or temporary position will, upon the expiration of such seasonal or temporary position, be protected as to his/her seniority rights to the job he/she formerly occupied.

RULE 24
Vacancies--Yard A, Richmond Hill

All Carmen positions Monday to Friday at Yard "A" will be covered, provided that advance notification is given by the employee no later than 2:00 P.M. on the day before said absence is to occur; and at Richmond Hill all positions, Monday to Friday, will be covered whenever there are more than two absences, provided that advance notification is given no later than 2:00 P.M. on the day before said absence is to occur. The practice of covering the middle and last trick and Saturday and Sunday will be continued.

RULE 25
Classification Of Work

- (a) Carmen's mechanic work shall consist of building, maintaining, dismantling for repairs (subject to provisions of Rule 26) and inspection of all classes of passenger and freight train cars; installing, maintaining and inspecting all pipe systems on freight cars, including pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears doing shaping and forming; work done

with hand forges and heating torches in connection with Carmen's work; car inspecting, safety appliances and train car repairing; building, repairing; removing and applying wooden locomotive cabs, pilots, pilot beams, running boards; foot and headlight boards; tender underframe and truck work; planing mill, cabinet and bench carpenter work, pattern and flask making; and all other carpenter work in Shops and Yards when performed by Maintenance of Equipment Department employees; Carmen's work in building and repairing and varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint except as otherwise provided in this Rule and in Rule 26 (not including the use of chemical removers), and all other work recognized as painter's work under the supervision of the Locomotive and Car Departments, except the application of blacking for fire and smoke boxes of locomotives; oxyacetylene, thermit and electric welding on Carmen's work (subject to provisions of Rules 27 and 64) and all other work in the Maintenance of Equipment Department recognized as Carmen's work.

(b) Special Rule: Road Car Inspectors must be qualified to perform brake tests on M.U. equipment in addition to inspection and repair of trucks, brakes and draft gear. Inspection and repair to propulsion equipment; air conditioning; power doors, and such other duties considered Road Car Inspector's work.

(c) It is understood that the present practice in the performance of work between Carmen and Boilermakers will continue.

RULE 26 Carmen Helpers

Employees assigned to help Carmen dismantling for repairs when working with Carmen (dismantling on heavy repairs--Class 1, 2 and 3 on freight cars may be assigned to helpers working under the direction of a mechanic); car oiling and box packing including rebrassing of cars in connection with oilers' duties; scrubbing of passenger cars in the Paint Shop preparatory to painting; removing paint on other than passenger cars preparatory to painting; operating sand blast machines except as provided in Rule 25; operators of bolt treaders, cutting and threading machines, nut tappers, drill presses, punches and shears (cutting only bar stock and scrap); operating heating and holding on rivets; striking chisel bars, side sets and using backing punches; using backing hammer and sledges in assisting Carmen in straightening metal parts of cars; cleaning journals; repairing air and steam hose; erecting scaffolds, scrubbing, dyeing and drying of cushions, and all other work recognized as Carmen Helpers' work.

RULE 27 Welding

(a) Oxyacetylene, thermit or electric welding will be performed by mechanics selected for such work from the various crafts as nearly as possible to the ratio that the work generally recognized as belonging to each craft bears to the total of such work. Individuals or gangs so selected will weld any job to which assigned.

(b) See Carmen's Welding Training Program Agreement, June 22, 1981, attached as Appendix H-3 and Carmen's Welding Training and Certification Agreement, August 4, 2008, attached as Appendix H-3(A).

RULE 28 Car Appearance Maintainer

(a) Car Appearance Maintainer work shall consist of icing and watering all types of cars. The cleaning of interior and exterior of all passenger cars. Sweeping, dusting, mopping and shampooing; seat turning, cleaning of hoppers, dusting and setting of shades, cleaning seats and toilets, supplying paper cups, toilet paper, towels and soap where needed on passenger cars and also bar cars.

(b) On non air-conditioned cars, the opening and closing of windows for ventilation. Removing and applying slip covers, drapes and protective runners and such other work recognized as Car Appearance Maintainer's work.

RULE 29 Inspectors Qualifications

(a) Employees assigned to inspecting must be able to speak, read and write the English language, and have an adequate knowledge of the A.A.R. Rules and Safety Appliance Laws. Such employees shall be examined, from time to time, as to knowledge of the A.A.R. Rules and Safety Appliance Laws.

Applications For Training As Car Inspectors

(b) Applications from employees in the Carmen's Craft for training as Car Inspectors will be considered as per the Agreements entered into on November 8, 1967, August 20, 1982, September 27, 2007, and July 25, 2008 which are attached as Appendices H-1, H-2, H-2(A), and H-2(B).

RULE 30
Records, Freight Train Yards

Inspectors and other Carmen will not be required to take record, for conducting transportation purposes, of seals, commodities, or destination of cars, in freight train yards.

RULE 31
Protection For Repairmen

Switches of repair tracks will be kept locked with special locks, and employees working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing it is performed properly. If the adjacent track is a possible hazard for work being performed, protection should be provided, as outlined above.

RULE 32
Protection Of Employees

(a) No employee will be required to work on or under a locomotive, derrick, car, elevator or mould without proper protection.

(b) Where the nature of the work to be done requires it, locomotives, derricks or passenger cars will be placed over a pit, if available.

RULE 33
Protection--Blue Flag And Blue Light

Trains or cars while being inspected or worked on by Carmen will be protected by blue flag by day and blue light by night, which will not be removed except by person placing same.

RULE 34
Tools And Equipment

(a) Carmen working on cars in repair yards and shops shall be provided with all the necessary tools and equipment to properly perform such work.

(b) All tools that are reported stolen by the employee shall be replaced in a timely manner, subject to availability.

RULE 35
Supplies Furnished

Crayons, soapstone, marking pencils, tool handles, saw files, motor bits, brace bits, bold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes will be furnished by the Carrier.

RULE 36
Foul Weather Gear--Protective Clothing

(a) The Carrier will supply all Carmen who are required to work out of doors with "Foul Weather Gear," e.g., rubber coats, hats, pants and boots.

(b) Protective clothing for such employees as welders, battery room workers and acid room workers will likewise be provided.

(c) The cost of these items shall be borne by the Carrier.

(d) In cases where any of the foregoing items are lost, stolen, damaged or destroyed as a result of carelessness on the part of the employee, the employee will replace such items at his/her own expense.

(e) A winter parka will be supplied by the Company at two-year intervals at no cost to each employee covered by the Agreement who, as part of his/her regular assignment, is required to perform service outdoors. The care and maintenance of the parka shall be the responsibility of the employee.
(See Rule 81 for Safety Gear.)

RULE 37
Condition Of Shops

(a) Good drinking water and ice, if necessary, will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets and washrooms will be kept in good repair and in clean, dry and sanitary condition.

(b) Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the points in question.

(c) Management and employees will cooperate to keep shops, repair yards, and train yards where Carmen are employed, clean of all rubbish.

RULE 38
Personal Injuries

(a) Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter in the presence of a Union representative, if they so desire.

(b) Proper medical attention will be given immediately.

RULE 39
Notices

A place will be provided inside all shops, repair yards and roundhouses where proper notices of interest to employees may be posted. No notice will be posted without the permission of the Shop Management.

RULE 40
Absence From Work

An employee detained from work for any cause must notify his/her foreman as soon as possible.

RULE 41
Checking In And Out

The provisions of this rule are abrogated by the Agreement of June 1, 1973.

RULE 42
Faithful Service

Employees who have given long and faithful service in the employ of the Carrier, and who have become unable to handle heavy work to advantage, will be given preference of such light work, if available, in their line, as they are able to handle satisfactorily, and will be paid the rate of position to which assigned.

SECTION II

Overtime, Calls, Work On Rest Days, Holidays

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RULE 43
Overtime

(a) For service rendered immediately following and continuous with regular workday hours, employees shall be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed.

(b) Employees shall not be required to render service for more than two (2) hours immediately following and continuous with regular workday hours without being permitted to go to meals, except in cases of emergency (where normal operations become affected to cause a disruption of service) when the nature of the work will not permit stopping to eat. When emergency conditions prevent stopping to eat at or before the expiration of such two (2) hours overtime, employees shall be allowed time to eat at the first opportunity. Time so taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

(c) Except as otherwise provided in this Agreement, when service requirements make it necessary to commence work in advance of the regular workday starting time, the maximum period shall be one (1) hour. Time and one-half shall be paid for this service with a minimum pay allowance of one (1) hour.

(d) Employees required to perform overtime service for a period of two (2) hours or more immediately prior to the commencement of their regular tour of duty or after their regular tour of duty will be provided with a meal allowance of \$8.00, and for every four hours thereafter will be provided with a meal allowance of \$5.00.

(e) All service beyond sixteen (16) hours, computed from the starting time of the employee's regular shift, shall be paid for at the rate of double time.

(f) If an employee is required to render service beyond twenty-four (24) hours computed from the starting time of his/her regular shift, double time payment will be continued. An employee will not be required to render service beyond such twenty-four (24) hour period except to complete the assignment.

(g) An employee transferring from one position to another position assumes the rest days assigned to the latter position, and will be paid straight time for days (except holidays) he/she actually works on such positions between last rest day of former position and first rest day of new position.

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

(i) All agreements, rules, interpretations and practices, however established, are amended to provide that service performed by a regularly assigned hourly or daily rated employee on the second rest day of his/her assignment shall be paid at double the basic straight time rate provided he/she has worked all the hours of his/her assignment in that workweek and has worked on the first rest day of his/her workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under provisions hereof.

(j) Payments for service performed by an employee on his/her assigned rest days shall be paid for in accordance with the provisions of Rule 1.

RULE 44
Absorbing Overtime

When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time.

Records will be kept of overtime worked with a view to distributing overtime equally so far as practicable among employees of sub-department and seniority district at each point, the adaptability of employees to do the work to be considered.

Interpretation Of Rule 44

(a) Records of overtime worked will be kept jointly by the Local Committee and the local Management, with the purpose in view of distributing overtime equally among the qualified employees.

(b)(1) The Supervisor in charge at the point where it is necessary to work overtime will advise the Local Committee the number of employees needed to work on a specified job, and the Local Committee will arrange to supply the necessary qualified employees. In the event Management uses other than the employees selected by the Local Committee, the matter will be resolved through the usual grievance procedure.

(2) When calling employees for overtime in accordance with this Rule 44 (names taken from lists submitted by Committeemen), arrange to have your supervisor call the employee DIRECT.

(3) In the event that the supervisor receives a "No answer" whenever making the "DIRECT" calls, arrange to have the Jamaica telephone operator call the same number and request from this operator a verification of such call be sent to you. This will eliminate any further claims alleging that the employee was not called.

(4) In order for the Carrier to substantiate its position of "No answer," the Carrier must obtain verification in writing from the Jamaica telephone operators. This verifying of calls is a common practice with these operators and will not create any problems with them.

(5) When claims are submitted, arrange to attach the verified statement from the Jamaica telephone operator.

(c) The employees so assigned may be continued on the work in question until it is completed or until relieved. Relief employees, if on overtime, will be chosen from those who are not in double time period.

(d) An employee called to cover an existing vacancy on an overtime basis shall be paid eight (8) hours at the punitive rate.

RULE 45 Work During Meal Period

Employees required to work during their meal period shall receive actual time at time and one-half rate for the period so worked and will be allowed a reasonable time, with pay, in which to eat. If this results in the employee working more than eight (8) hours in his/her tour of duty, time worked in excess of eight (8) hours shall be paid for at the rate of time and one-half.

RULE 46 Calls

Employees notified or called to perform service outside of their regular working hours when the period of such service is not continuous with the regular working hours shall be paid at the rate of time and one-half therefor with a minimum of two (2) hours and forty (40) minutes at the time and one-half rate and will be required to render only such services as called for or other emergency service.

RULE 47 Called And Not Used

Employees called or required to report for service who report and are released without performing any service shall be paid a minimum of four (4) hours at straight time rates.

RULE 48 Service Performed On Designated Relief Days

(a) Payment for service performed by an employee on his/her assigned rest days shall be paid for in accordance with the provisions of Rules 43, 46 and 47, except where agreement has been reached as provided for in Rule 1(i)(3) for the accumulation of rest days. Where rest days are accumulated, compensation for the time worked by the employee on his/her rest days shall be at the straight time rate and payment therefor shall be as provided in the agreement reached for the accumulation of rest days under Rule 1(i)(3).

(b) An assignment starting in advance of midnight on a Saturday night, which includes working time after midnight Saturday night, is a Saturday assignment. An assignment starting in advance of midnight on a Sunday night, which includes working time after midnight Sunday night, is a Sunday assignment. An assignment starting at 12:00 midnight will be considered as work performed on the following day. Principles set forth in this paragraph are also applicable in the case of the eleven specified holidays and the days in advance thereof.

(c) An assignment starting in advance of midnight on any day, which includes working time after midnight, will be considered as work performed on the day the assignment began.

RULE 49
Holiday Payment

- (a) Compensation for work performed on the following holidays, namely:
- | | |
|-------------------------------------------|------------------|
| New Year's Day | Independence Day |
| 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 |

(provided when any of the above holidays falls on Sunday, the day observed by the State, Nation or proclamation shall be considered the holiday), shall be one day's pay at the pro-rata rate in addition to a day's pay at the rate of time and one-half.

(b) When any of the above holidays falls on an hourly rated employee's rest day, on other than Sunday, the following workday will be considered the holiday; and he/she shall be compensated therefor at the pro-rata rate for such day. If the hourly rated employee is required to work on this date, he/she shall additionally be paid at the time and one-half rate.

(c) A regularly assigned hourly or daily rated employee shall receive eight hours pay at the pro-rata hourly rate of the position to which assigned for each of the holidays enumerated in paragraph (a) when such holiday falls on a workday of the workweek of the individual employee.

(d) A regularly assigned hourly or daily rated employee shall qualify for the holiday pay provided he/she qualifies in accordance with the requirements stipulated in Article III of the August 19, 1960 Agreement and the amendments and interpretations thereto.

- NOTE -
AGREEMENT OF AUGUST 19, 1960
Article III - Holidays

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him/her by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his/her rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his/her workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

All others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

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

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

For purposes of Section 1, the workweek for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he/she is relieving.

For other than regularly assigned employees, whose hypothetical workweek is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

Compensation paid under sick leave rules or practices will not be considered as compensation for purposes of this rule.

(e) In lieu of a birthday holiday, an employee will be granted one (1) additional vacation day, which will be added to the vacation period for which the employee is eligible. Vacation rules will apply, and birthday holiday penalty payments will be discontinued. Per the Agreement of August 26, 1983, newly hired employees will not be granted a vacation day in lieu of a birthday holiday during their first two calendar years of employment.

SECTION III

Discipline, Claims Or Grievances,
Applicants For Employment,
Physical Examination, Attending Court

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RULE 50
Discipline

(a) Employees will not be suspended nor dismissed from service without a fair and impartial trial.

(b) When a major offense has been committed, the employee may be held out of service pending such trial and decision only if their retention in service could be detrimental to themselves, another person, or the Carrier. The following types of offenses justify pre-investigation suspension when there is sufficient reason to believe the employee is guilty of the offense and that he/she might commit the offense again if not withheld from service: (1) theft; (2) unsafe practices; (3) serious insubordination; (4) threatening or abusive conduct; (5) fighting on duty or on Carrier property; (6) under the influence of alcohol or narcotics while on duty; (7) rape, assault or other serious criminal activities.

(c) No employee shall be required to make any statements prior to a trial or investigation in connection with any matter which may eventuate in the application of discipline to any employee without the duly accredited representative being present, provided the duly accredited representative presents himself/herself within two (2) hours of Carrier's request for such statement. A copy of his/her statement, if reduced to writing and signed by him/her, shall be furnished to him/her by the Carrier and to the duly accredited representative who accompanied the employee.

(d) An employee who is accused of an offense, and who is directed to report for trial therefor, will be given reasonable advance notice in writing of the exact charge for which he/she is to be tried and the time and place of the trial. This trial shall be held during the employee's regular bulletin hours without loss of pay.

The duly accredited local representative of the craft involved will be furnished a copy of the notice and will be permitted to attend the trial, and trials will be scheduled to handle 2nd and 3rd shifts as follows:

(1) Trials for 2nd shift employees will be scheduled immediately preceding the 2nd shift.

(2) Trials for 3rd shift employees will be scheduled immediately following the close of the 3rd shift.

No charge shall be made that involves any offense of which the employee's department head has had actual knowledge ten (10) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within thirty (30) calendar days of the final judgment.

(e) If he/she desires to be represented at such trial he/she may be accompanied by the duly accredited representative. The accused employee or the duly accredited representative shall be permitted to question witnesses insofar as the interests of the accused employee are concerned. Such employee shall make his/her own arrangements for the presence of the said representative and any witnesses appearing on his/her behalf, and no expense incident thereto will be borne by the Carrier.

(f) A true copy of the trial record shall be given to the accused employee and to the duly accredited representative who accompanied the employee at the trial.

(g) If discipline is to be imposed following trial, it must be imposed within thirty (30) working days from the date the trial is concluded except where appeal has been made to the Chief Mechanical Officer. Appeal to the Chief Mechanical Officer will act as a stay in the imposition of the discipline provided such appeal is made within ten (10) days of the date the employee is notified of the discipline.

In the event the appeal to the Chief Mechanical Officer is denied, the discipline shall be imposed within thirty (30) working days.

When the employee is to be disciplined, he/she will be given at least ten (10) working days written notice, except in cases involving dismissal, which may be effective at any time after the initial decision without advance notice.

In all instances where discipline is imposed, the General Chairman will be furnished a copy of Carrier's discipline form G-32, or its equivalent.

(h) If the discipline to be imposed is suspension, the time the employee is held out of service prior to serving of the notice of discipline shall be applied against the period of suspension.

RULE 51
Appeals--Discipline

(a) When an employee, after his/her trial, has been notified of the discipline to be imposed on him/her, he/she may appeal therefrom if his/her appeal is presented to the department head, in writing, within ten (10) days from the date he/she receives the discipline notice. If such appeal is made, he/she shall be given a prompt hearing; and the appeal, except in cases where discipline is dismissal, shall act as a stay in the application of the discipline until after he/she has had his/her hearing before the department head.

(b) At hearing on appeal, an employee may if he/she desires to be represented at such hearing be accompanied, without expense to the Carrier, by the duly accredited representative.

(c) After the appeal has been acted upon by the department head, the employee will be promptly advised, in writing, of his/her decision. A copy of this decision shall be furnished to the duly accredited representative. If the decision in cases of suspension is to the effect that suspension will be imposed, either in whole or for a reduced period, the stay referred to in paragraph (a) of this rule shall be lifted and the suspension imposed.

If the decision of the department head is unsatisfactory, the employee or the duly accredited representative on his/her behalf may then appeal the case to the highest official of the Carrier who is designated to handle such appeals.

(d) When an employee is held out of service in connection with an offense and thereafter exonerated, the charges shall be stricken from his/her record, he/she shall be reinstated with his/her seniority unimpaired, and shall be compensated for the amount he/she would have earned had he/she not been held out of service.

(e)(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 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) Carmen 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 Mechanical Officer.

RULE 52

Money Claims

(a)(1) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date claim is filed, notify whoever filed the claim or grievance (the employee or his/her representative) in writing of the reasons for such disallowances. If not so notified, the claim or grievance shall proceed to the next step in the grievance process. Further, the Carrier shall pay a two-hour penalty on the claim and the claim shall proceed through the grievance process on its merits.

(2) If a disallowed claim or grievance is to be appealed, such appeal must be in writing by the duly accredited representative and must be taken within thirty (30) days from receipt of notice of disallowance; and the representative of the Carrier shall be notified in writing within that time of the rejection from his/her decision. Failing to comply with this provision, the matter shall be considered closed; but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the time periods for either a decision or appeal up to and including the highest officer of the Carrier designated for that purpose.

(3) The requirements outlined in paragraphs (1) and (2), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest official who is designated to handle such appeals. All claims or grievances involved in a decision by the highest designated official shall be barred unless within nine (9) months from the date of said official's decision proceedings are instituted by the employee or his/her duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or Regional Board of Adjustment has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine-month period herein referred to.

(b) A claim may be filed at any time for an alleged continuing violation of any agreement; and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(c) This rule recognizes the right of representatives of the Organization to file and prosecute claims and grievances for and on behalf of the employees they represent.

(d) This rule is not intended to deny the right of the employee to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated official of the Carrier.

(e) This rule shall not apply to requests for leniency. The procedure for the handling of claims and grievances shall be successively with the following officers of the Carrier authorized to receive same:

- (1) Chief Mechanical Officer;
- (2) Highest official of the Carrier designated to handle such appeals.

RULE 53
Appeals Other Than Discipline

(a) When an employee considers that an injustice has been done with respect to any matter covered by this Agreement, other than discipline, such employee or the duly accredited representative, on his/her behalf, may within thirty (30) days from the date of the occurrence of the alleged injustice, present the case to the department head. If the matter is not satisfactorily adjusted by the department head, the duly accredited representative, on his/her behalf, may then appeal the case in writing to the Chief Mechanical Officer in charge of the Maintenance of Equipment Department. If the decision of the Chief Mechanical Officer, which shall be given promptly in writing, is unsatisfactory, the duly accredited representative, on his/her behalf, may appeal the case in writing to the highest official of the Carrier who is designated to handle such appeals.

(b) In the event the union appeals a letter of warning, the author of same will be available at the CMO level appeal meeting.

RULE 54
Board Of Adjustment

A copy of the Agreement establishing Special Board of Adjustment No. 884, applicable to all employees covered by these rules, is attached as Appendix G.

RULE 55
Applicants For Employment

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

(b) Newly hired employees will be notified, in writing, to report to the UTU office before being put to work.

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

(d) Employees who furnish false information on their applications for employment may be dropped from service within one year from the date they first perform service. After one year from the date they first perform service, they may not be dismissed from service for giving false information on their applications for employment except in the manner set forth in Rule 50.

RULE 56
Attending Court

(a) An employee released from his/her regular assignment on any day to attend court by direction of an officer of the Carrier shall be paid actual time lost from his/her assignment, with a minimum of eight (8) hours at the straight time rate.

(b) An employee who is required by direction of an officer of the Carrier to attend court on either or both of his/her rest days shall be compensated for time so engaged with a minimum of four (4) hours and a maximum of eight (8) hours at the punitive rate.

(c) Actual reasonable expenses will be allowed. When necessary, the Company will furnish transportation and will be entitled to certificates for witness fees in all cases.

RULE 57
Physical Examinations

(a) When employees are required to take physical examinations or re-examinations, except examinations required of employees returning from furlough or absence caused by sickness or other disability, such examinations will be given during the employee's regular tour of duty.

(b) If an employee is required to take such physical examinations outside his/her bulletin hours, he/she shall be compensated for such time needed for required examinations.

(c) When it is not practicable to give required periodic physical examinations during an employee's regular tour of duty, employees shall be paid for the time engaged in connection with such periodic examinations given outside the hours of their regular tour of duty with payment on an actual minute basis at the straight time rate of pay.

- (d) The company agrees to provide a copy of the medical form AR3 (AR3A - HMC nurse) to the employee at the conclusion of the visit to the company medical facility.
- (e) See Agreement of May 20, 1952, which is attached as Appendix I.

SECTION IV

Reduction In Force, Restoration Of Force,
Stabilization Of Force, Farming Out Of Work,
Job Protection, Jurisdictional Disputes

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RULE 58
Reduction In Force

(a) When it becomes necessary to make temporary reduction in expenses at any point or in any department or sub-department thereof, forces will be reduced. Notice of such reduction will be posted or given as soon as practicable and not less than five (5) working days in advance.

(b) The assigned working hours constituting the basic straight time workweek for regularly assigned employees shall not be reduced below forty (40) hours. The assigned working hours do not constitute a guarantee and do not apply when shops or departments thereof are temporarily shut down due to emergencies beyond the control of Management which prevent operations. This shall not prohibit the abolition of a position at any time, subject to the five (5) working days advance notice referred to in the first paragraph of this rule.

(c) The provisions of Article VI of the August 21, 1954, Agreement shall constitute an exception to the foregoing requirements of this Rule, in that paragraphs (a) and (b) shall not prohibit the abolishment of a position at any time, to be effective at the termination of an assignment work period, provided the employee is given not less than five (5) working days advance notice "under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed under Article VI of the August 21, 1954 National Agreement, in which case only sixteen (16) hours' notice will be required."

(d) If at any time in the future the number of hours constituting the basic straight time workweek for employees covered by this Agreement is reduced below forty (40) hours, by or because of law or governmental order pursuant to law, or by a proceeding under the provisions of the Railway Labor Act, then the number of assigned working hours constituting the basic straight time workweek provided in the second paragraph of this rule shall be correspondingly reduced.

(e) In case of a reduction in force or the abolishment of positions, employees affected shall be allowed to displace junior employees of the seniority group holding positions for which they have the necessary qualifications. Employees will promptly exercise their displacement rights so that all affected may be placed within fifteen (15) days and may do so within their regularly assigned bulletin hours. Employees who do not so exercise their displacement rights will be furloughed, and a list of those furloughed will be furnished the duly accredited organization.

(f) Employees whose positions are abolished or who are displaced by senior employees in the exercise of seniority shall have the right to displace the Point Roster or the System Roster according to their seniority, providing they do not displace an employee who is filling a position on the basis of his/her point seniority, as set forth in Rule 11, paragraph (d)(4) thereof.

(g) Effective February 28, 1996: Upon abolishment of their position or displacement by a senior employee, Carmen shall be obligated to make a bump within twenty-four (24) hours.

RULE 59
Restoration Of Force

In the restoration of force, employees will be recalled to service in seniority order, provided they keep their employing officer advised as to their correct address. Employees who fail to respond to call within fifteen (15) days after notice of recall has been sent by registered mail to the last recorded address will forfeit all seniority under this Agreement. When forces are to be restored, the General Chairman will be furnished a list of employees prior to recall notice.

RULE 60
Job Protection

The Carrier shall institute the provisions of the Job Protection Agreements, dated August 2, 1967, and May 3, 1973, attached as Appendices C-1 and C-2, respectively.

Stabilization Of Force

It is understood and agreed that with respect to employees hired prior to January 1, 1998, the Carrier may abolish positions through natural attrition factors, such as death, retirement, resignation, discharge for cause, but it may not abolish any more positions than are equal to the number of people who vacate positions under such factors.

It is understood and agreed that with respect to employees hired prior to January 1, 1998, a position abolished through natural attrition factors may be established at any location provided it is the same Carmen's sub-division of craft or class as the position abolished, but in no event shall the Carrier abolish any position at any location

without proper utilization of the employee within the craft or class of the Carmen's Organization who may be adversely affected.

The Carrier agrees to have its Chief Mechanical Officer or his/her designated representative confer with the accredited representative of the Carmen's Organization prior to the abolishment of positions for the purpose of re-arranging forces created by the transfer of equipment or changes in train and/or shop operations.

The term "re-arranging of forces" as used herein shall not be construed to mean that the Carrier may abolish positions in one Carmen's sub-division of craft or class to establish a position in another Carmen's sub-division of craft or class, nor shall Carrier abolish positions at any location to offset positions of employees absent on account of sickness or vacation, provided the latter positions are being filled by either regular employees on overtime or temporary employees hired for such vacancies.

The Carrier agrees to provide career opportunities for Car Appearance Maintainers.

RULE 61 Farming Out Of Work

It is understood the question of farming out of work as it relates to Shea Stadium (Corona Yard) will be handled with the officer in charge of the Maintenance of Equipment Department.

RULE 62 Jurisdictional Disputes

The Agreement of January 23, 1987, providing for 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 is attached as Appendix D.

SECTION V

Rates Of Pay, Expenses, Differentials,
Entrance Rate--New Employees, Payroll Data,
Paying Off, Filling Higher Rated Positions

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RULE 63
Rates of Pay, Shift Differentials

(a) The hourly rates of pay for employees covered by this Agreement are shown in Appendix A.

(b) Effective February 15, 1987, for all employees other than mechanics hired thereafter, there will be a new hire entry progression as follows:

1st	240 days of compensated service	70%
2nd	240 days of compensated service	75%
3rd	240 days of compensated service	80%
4th	240 days of compensated service	85%
5th	240 days of compensated service	90%
6th	240 days of compensated service	95%
After	1,440 days of compensated service	100%

For the purpose of calculating the 240 days only, compensated service will be deemed to include the first day absences under the sick leave agreement but will not include non-compensated absences under the sick leave agreement.

Employees of the Carrier who transfer into the craft shall be granted credit for their prior company service for purposes of the new hire progression, 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.

(c) All wage differentials in existence in the respective Shop Crafts, including those relating to Shop Craft employees in the Engineering Department, are discontinued, except that those employees who on June 1, 1973, held a position to which a differential was applicable shall have their names and the position they held within the job classification "red-circled." "Red-circled" employees shall continue to receive the applicable differential so long as they occupy that red-circled position or having left that position, if and when they revert to that same position.

Shift Differential

(d)(1) A differential of 10% per work hour, frozen at the amount in effect on December 31, 1984, for hours worked beginning at 6:01 P.M. on one day and ending at 5:59 A.M. the next succeeding day shall be paid. On weekends the differential shall be 10% per work hour, frozen at the amount in effect on December 31, 1984, for all hours worked between 6:01 P.M. on Friday night and 5:59 A.M. on Monday morning. Hours worked shall include all hours within the time limits specified above, including all such hours within those time limits which are paid as part of the employee's regular schedule.

(2) The differential shall be frozen as computed on the base rate of pay in effect on December 31, 1984. Effective January 1, 1999, these frozen night 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.

The 2004-2006 night differential rates will remain the same as the 2002 night differential rates.

(e) Wage rates established within the Carmen's Training Program will not be affected by any of the new hire progression rates as set out in this Rule. Individuals hired as mechanics or furloughed railroad mechanics hired under this Agreement shall be paid at the full rate of the position to which assigned.

(f) All employee paycheck stubs will reflect such information as the number of hours worked straight time, overtime, night differential pay, holiday pay, and earnings and taxes on a year-to-date basis.

RULE 64
Skill Differential

Effective July 29, 1994, mechanics regularly assigned as welders under this rule shall be paid a differential of eighteen (18) cents per hour above the minimum rate established for mechanics. This eighteen (18) cents per hour shall be incorporated into the base rate.

Also effective July 29, 1994, Federal Inspectors shall be paid a differential of eighteen (18) cents per hour. This eighteen (18) cents per hour shall be incorporated into the base rate.

RULE 65
Basis Of Pay

All employees covered by these rules, except as may otherwise be established by agreement between the Carrier and the Employees shall be paid on the hourly basis.

RULE 66
Paying Off

(a) Employees will be paid off during their regular working hours, in accordance with the provisions of the laws of the State of New York covering the payment of wages.

(b) Where there is a shortage equal to one day's pay or more in the pay of an employee including sick leave, a voucher will, upon request of the employee involved, be issued to cover the shortage. Employees leaving the service of the Carrier will be furnished with a time voucher covering all time due, within twenty-four hours at points where pay certificates are issued and within seventy-two hours at other points or earlier if possible; Saturdays, Sundays and holidays excepted.

Check Cashing

(c) The agreement is amended to provide an additional 30 minutes in conjunction with the lunch meal period in order for an employee to cash his/her paycheck. The 30 minute break shall not be provided:

- (1) when a check cashing service is available on pay day;
- (2) when banks are not open during the hours of an employee's shift;
- (3) when an employee has direct deposit.

(d) Should an employee be assigned work by his/her foreman which prevents the employee from cashing his/her check at the Carrier provided check cashing service at his/her work location, he/she shall be allowed the thirty minute break after completion of his/her work assignment.

The employee must receive approval from his/her foreman prior to performing his/her work that the required work does indeed prevent the employee from cashing his/her check at the Carrier provided check-cashing service.

RULE 67
Car Appearance Maintainers--Used As Helpers

Car Appearance Maintainers may be used as helpers when sufficient number of Carmen helpers are not available at the time required. When so used as Carmen Helpers, and used for one (1) hour or more, they shall receive the Helper's rate for the time so engaged.

RULE 68
Filling Higher Rated Positions

When an employee is required to temporarily fill the position of another employee who enjoys a higher rate of pay, he/she shall receive the higher rate for the time so engaged if the period so used is less than four (4) hours; if the period so used is four (4) hours or more on any day, he/she shall receive the higher rate for the tour of duty. If an employee is required to temporarily fill the place of another employee receiving a lower rate, his/her rate will not be changed.

RULE 69
Filling Supervisory Positions Temporarily

Employees assigned to fill supervisory positions on a high-rated basis will be compensated at the entrance rate of the position to which assigned for the duration of such assignment.

RULE 70
Air Brake Instruction

Carmen who are scheduled by the Carrier to attend air brake instruction classes when they are not scheduled to work (exclusive of rest days) will receive an arbitrary of two hours at the pro-rata rate of pay.

RULE 71
Interruption Of Work Period

Forces engaged on inspection and running repairs to locomotives and cars and whose services are not required due to transportation emergencies may be relieved and paid for time actually worked with a minimum of four (4) hours at straight time rate.

RULE 72
Jury Duty

(a) Employees who have been in the employ of the Carrier for a minimum of one year shall receive 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 or 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.

RULE 73
Conferences, Local Committeemen

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.

SECTION VI

Benefits

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RULE 74
Vacations

(a) Employees covered by this Agreement shall be granted vacation with pay, or payment in lieu thereof, in accordance with the Vacation Agreement of December 17, 1941, and all subsequent amendments thereto: (See Appendices E-1 through E-6.)

(1) The Carrier must release an employee for a vacation during the calendar year as selected by the employee.

(2) One twelfth (1/12) of the Carmen forces to go on vacation at one time effective as of January 1, 1974.

(b) Employee selecting vacation at one point will not be permitted to take vacation with him/her when bidding to another point. Employee will pick vacation of open weeks at new location without disturbing existing forces.

(c) Effective January 1, 1974, Car Appearance Maintainers will select vacations in accordance with the provisions of the November 7, 1973 Agreement, attached as Appendix E-6(a).

(d) New employees covered herein shall be granted vacations in the amount of one (1) day per calendar month of service. The number of such days granted shall not exceed ten (10) during each of the first through fifth year of service.

A calendar month of service as referred to herein shall mean any month during which the employee worked more than fifteen (15) days.

(e) An annual vacation of fifteen (15) days will be granted to each employee covered by this Agreement who renders compensated service on not less than ninety (90) days during the preceding year and who has completed five (5) years of service.

(f) An annual vacation of twenty (20) days will be granted to each employee covered by this Agreement who renders compensated service on not less than ninety (90) days during the preceding calendar year and who has completed ten (10) years of continuous service.

(g) An annual vacation of twenty-five (25) days will be granted to each employee covered by this Agreement who renders compensated service on not less than ninety (90) days during the preceding calendar year and who has completed fifteen (15) of more years of continuous service.

In the event an employee described in (e), (f), (g), or (k) of this rule renders less than 90 days of compensated service his/her entitlement shall be calculated as follows:

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

Ninety days of compensated service 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.

(h) One additional day's vacation will be granted each employee as specified in and subject to the limitations of Rule 49.

(i) Calendar days in each current qualifying year on which an employee rendered no service because of his/her own sickness or because of his/her own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing Carrier. Bereavement leave days used by employees shall be counted in computing vacation qualification.

(j) In instances where employees have performed seven (7) months service with the employing Carrier, or have performed in a calendar year service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed forces will be credited as qualifying service in determining the length of vacation for which they may qualify upon their return to the service of the employing Carrier.

(k) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than ninety (90) days in a calendar year and who returns to service in the following year for the Carrier, will be granted the vacation in the year of his/her return. In the event such an employee does not return to service in the following year for the Carrier, he/she will be compensated in lieu of the vacation he/she has qualified for, provided he/she files written request therefor to his/her employing officer, a copy of such request to be furnished to his/her local or general chairman.

(l) The term "years of service" as used herein applies to active service.

(m) An employee having a regular assignment will not be any better or worse off, while on vacation and a holiday intervenes, as to the daily compensation paid by the Carrier than if he/she had remained at work on such assignment, this is not to include casual or unassigned overtime or amounts received from other than the employing Carrier.

Example No. 1 - When a regularly assigned vacationing employee's position is filled on the holiday, he/she will be allowed the same compensation that he/she would have received had he/she worked, i.e., a day's pay for the holiday plus a day's pay at time and one-half, or a total of two and one-half day's pay.

Example No. 2 - When a regularly assigned vacationing employee's position is not filled on the holiday, he/she will be paid one day for the holiday and be granted an additional vacation day, or be paid a day's pay in lieu thereof.

(n) Employees who are part-time elected union officials who earn months of service in a calendar year under the current pension plan will receive a year of credit for vacation progress but will not earn vacation pay unless they qualify under the existing Agreement provisions.

RULE 75 Personal Leave

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

(b)(1) Effective August 26, 1983, newly hired employees will not be granted personal leave days in the first two calendar years of employment.

(2) Employees referred to in paragraph (b)(1) will be granted three (3) personal leave days in the third calendar year of employment consistent with the provisions of the Controlling Agreement relative to Personal Leave Days.

(3) Employees who attain ten years but less than twenty years of service will be granted on their anniversary date four (4) personal leave days per calendar year consistent with Personal Leave Day rules currently in effect.

(4) Employees who attain twenty years but less than twenty-five years of service will be granted five (5) personal leave days on their anniversary date in each calendar year consistent with Personal Leave Day rules currently in effect.

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

(c) Personal leave days may be taken consecutively at the discretion of the supervisor, however, they may not be taken in conjunction with New Year's Day, Thanksgiving Day and Christmas Day.

Note: Exception to the above will be made only in case of a required court appearance and/or mortgage closing.

(d) Compensation allowed on personal leave days will be at the straight time hourly rate of the employee's regular assignment.

(e) Application for personal leave on forms provided by Carrier must be filed with the employee's supervisor at least twenty-four (24) hours prior to the time the employee intends to be off.

INTERPRETATION

(1) It is not the intent of the Carrier that the employee be required to file an application form prior to his/her absence for personal reasons. The intent of Item (e) is to assure that the employee's supervisor be adequately notified of his/her intended absence at least twenty-four (24) hours prior to such absence.

(2) It will be necessary, however, that the employee complete the required form immediately upon his/her return to duty. Among other things, this will ensure that the employee will be compensated in the appropriate pay period.

(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.

RULE 75A Trauma Leave

Vehicle Operators directly involved in a train-related fatality may be granted up to a maximum of three consecutive days' trauma leave on an ad hoc basis as the Carrier deems necessary based upon the level of involvement in the fatality.

RULE 76 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, stepparents (current spouse of employee's parent), sister, brother, mother-in-law, father-in-law, employee's grandmother and grandfather, 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 a 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.

RULE 77

Leave Of Absence

(a) When the requirements of service permit, employees on written request will be granted a leave of absence for a limited time with the privilege of renewal.

(b) Employees elected or appointed as full time representatives of the employees and/or the international organization signatory hereto shall be considered on leave of absence and shall retain and continue to accumulate seniority in their craft or class, provided that they shall be required to exercise seniority within ninety (90) days after being released from such excepted employment, unless other arrangements have been made with the department head.

(c) Employees, upon request in writing, shall be given a leave of absence without impairment of seniority to accept an elective or appointive public office for which a competitive examination is not required or to accept any appointive public office which is related to railroad work.

(d) Employees shall be given a leave of absence from their craft or class to accept position on The Long Island Rail Road outside the scope of any collectively bargained agreement and shall continue to accumulate seniority in the craft or class from which they are promoted.

The provisions of Section 2 of the Union Shop Agreement of September 16, 1952, shall not apply to employees granted a leave of absence under this paragraph.

If an employee on leave of absence engages in employment other than stipulated herein without special joint permission of the department head and the General Chairman of the craft involved, or he/she fails to return to service upon expiration of such leave of absence, he/she shall forfeit his/her seniority and his/her relationship with the Carrier shall automatically terminate.

RULE 78

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 Department as concerns commendations and disciplinary actions.

RULE 79

Operation Of Motor Vehicles--Injuries

(a) In instances where Carman of the Mechanical Department are required as part of their regular duties to operate motor vehicles, it is understood that the Carrier would be liable, in case of injury while the employee is operating said motor vehicle, to the same extent as though the injury occurred while the employee was performing the functions of his/her normal assignment.

(b) Whenever a Carman 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 Carman and the Carrier that the said motor vehicle shall be considered to be, for the purpose of this rule 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 him/her and the Carrier shall have only such rights, if any, as he/she would have were this Agreement not in effect, and that, for the purposes of this rule, the Carman 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 Employers Liability Act.

RULE 80
M-1 Car Training

The Metropolitan (M-1) Car Training Program signed September 18, 1969, is applicable to all employees covered by the Rules of this Agreement and is attached as Appendix H-5.

RULE 80A
**C-3 Diesel-Hauled Coaches,
DE-30 and DM-30 Locomotives
Training**

The new fleet training program dated March 16, 1998, is applicable to all employees covered by the Rules of this Agreement and is attached as Appendix H-7.

RULE 81
**Safety Shoes, Safety Gear,
Goggles-Safety**

Safety Shoes, Safety Gear

(a) Effective January 1, 1995, each employee shall receive one hundred dollars (\$100.00) annually in July to be used for the purchase of Carrier-approved ANSI safety shoes.

(b) Safety gear when required by the Company's safety rules shall be worn by the employee during his/her hours of service. When safety gear is required, it shall be issued by the Company to the employee or an allowance provided by the Company to the employee to acquire such gear. After issuance, an employee shall be responsible for such gear; and when safety rules require the wearing of safety gear, the employee shall be responsible to have such gear available at his/her work site. (Two sets of hard hats, vests and safety glasses will be issued to each employee so that the employee will have the safety gear available at all times without reporting to headquarters for emergency call out).

(c) Any safety gear issued by the Company upon becoming unwearable or broken must be turned into the Company and shall be replaced at no cost to the employee. Safety gear lost by the employee shall be replaced at cost to the employee.

(d) Failure to wear safety gear when required by the safety rules may subject the employee to discipline.

Goggles-Safety

Employees will be given prescription safety glasses if required and any abuse will be handled under the Discipline Rules.

RULE 82
Health And Welfare Benefits

Health and Welfare Benefits will be set forth in a separate booklet.

Effective January 1, 1995, health and welfare benefits shall be as follows:

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 eligible for Medicare. Current defined contributions for retirees leaving after initiation of the above-described benefit shall cease.

Retirees, when Medicare eligible, shall no longer be covered by the N.Y. State Government Employees Health Insurance Program (Empire Plan). When Medicare eligible, the retiree shall receive \$100.00 single or \$200.00 family per month premium allowance which shall be used to purchase health coverage.

Should the retiree's spouse not be Medicare eligible or should the retiree have eligible dependents when the retiree attains Medicare eligibility, 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 Medicare eligibility 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.

Dental, vision, hearing and life insurance for active employees shall be provided by the Carrier as a defined benefit at the present train service employee levels. Also effective January 1, 1995, the obligation of the Carrier to make any contributions to the Joint Benefit Trust ("JBT") or any other contributions for health and welfare purposes on behalf of Carmen employees shall cease and terminate. Any funds remaining in the Joint Benefit Trust attributable or

allocable to Carmen after all liabilities attributable or allocable to Carmen have been satisfied shall be handled in accordance with the provisions of the trust agreement.

Effective February 28, 1996: Retirees currently in the HIP health plan shall be eligible for coverage under the New York State Health Insurance Program (Empire Plan) at the retiree's expense through deductions from their pension benefits.

Effective July 1, 1999, the Carrier shall cease to pay the \$13.00 monthly contribution per employee to the United Transportation Union Trust.

Effective July 1, 1999, the Long Island Rail Road will increase the Carrier-provided life insurance benefit from \$28,000 to \$100,000 for United Transportation Union (Carmen) represented employees.

On January 1, 2002, the dental schedule shall be increased by 10%. Further, on January 1, 2008, the dental schedule shall be increased by ten percent (10%).

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

Effective May 24, 2000, Carrier will extend health coverage to domestic partners of Carmen.

Effective January 18, 2001, Carrier will extend the 1996 agreement to allow current UTU retirees who have not reached Medicare eligible age to enroll in the Empire Plan at no cost to the Carrier. These retirees will be required to reimburse the Carrier for the difference between Empire Plan coverage and their current allowances. This provision will also be discontinued once the retiree reaches Medicare eligible age as our current and previous contracts provide. At that time the retiree will receive the monthly allowance he/she is entitled to according to the respective contract in effect at the time of their retirement.

RULE 83 Sick Leave Allowance

The Carrier shall abide by all provisions of the Sick Leave Agreement signed and entered into on February 29, 1968, as amended, attached as Appendix B, subject also to the following provisions:

(a)(1) Newly hired employees will not accrue sick leave days during their first actual year of employment.

(2) Following their first anniversary date such employees will be granted 12 sick leave days in their sick leave bank. A month is defined within the current Sick Leave Agreement. Thereafter, sick leave will be granted consistent with the terms applicable to other than newly hired employees.

(b)(1) Effective February 28, 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, 1983.)

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

(a) 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 considered in compliance with the agreement and such absence shall be considered an absence unauthorized.

(3) 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 (b)(1) above.

(4) Employees on leave of absence for union business will be granted the payment provided in paragraph (b)(1) based upon the 100% sick leave bank established while in active service for the Carrier.

(5) Effective February 22, 1999, 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.

SICK LEAVE - ON-DUTY INJURY

(c) 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, Award No. 3 of Special Board of Adjustment No. 631 (February 18, 1974) will continue to apply. (See Appendix B, Section 6)

In the event a dispute arises as to the ability of the employee to return to duty, the schedule of Typical Duration of Disability by Occupational Activity shall be utilized as a frame of reference in determining the limitations of on-duty injury payments.

Should the dispute continue between the Carrier and the treating physician as to the employee's ability to return to duty, the employee's case will be referred immediately 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 the employee's county of residence will be contacted to appoint a panel member.

Arrangements will be made for the neutral doctor to examine the employee in question within ten work days as to his/her ability to resume work. The employee will continue to receive sick leave benefits pending the decision of the neutral doctor, unless the employee fails to cooperate or misses an appointment. If the employee fails to cooperate or misses an appointment, the Manager-Disability Management will determine whether the employee's sick leave benefits should be suspended pending the determination of the neutral doctor. The Organization may file an expedited appeal of a denial of benefits with the Director-Labor Relations, who shall rule on the appeal within seven work days. The decision of the Director-Labor Relations may be appealed to the Special Board of Adjustment established under the discipline procedure.

If the neutral doctor determines that the employee is unable to work, and the employee's failure to cooperate or keep an appointment is deemed excusable by the Director-Labor Relations or the Board, the employee will receive benefits in accordance with the sick leave agreement for the period they were suspended. Examples of justifiable excuses: heavy snow, hurricanes, death in family.

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 shall 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?"

(d) Employees who are absent from work while incapacitated by injury received in performance of duty, and employees who run out of the personal illness sick leave bank due to non service connected 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 seniority or class and craft. 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.

An employee who has depleted his/her sick leave bank and is determined to be permanently unable to perform the full duties of his/her position may be placed in another position either in or outside his/her class and craft consistent with his/her physical restrictions. Such employee assignment shall be subject to the Collective Bargaining Agreement, including wages, of the craft to which assigned.

In the application of Rule 83(d), it is understood that in placing eligible employees in a restricted duty position, said placement shall be given in chronological order to employees who have been unable to perform the full duties of their original position and who can meet the physical requirements of the restricted duty position. One master list of employees injured on the job or with depleted personal sick leave banks shall be maintained by the Carrier and shall be used to place such employees on restricted duty positions in chronological order as follows:

Example: Employee "A" – injured on the job is cleared for restricted duty work on June 10th. Employee "B" – who runs out of sick leave and requests restricted duty assignment is cleared for restricted duty work on June 15th. If both employees can be placed in the same available restricted duty position, Employee "A" will be placed ahead of Employee "B." If the dates were reversed in this example, Employee "B" would be placed ahead of Employee "A."

When placing employees in a restricted duty position, the Carrier will first attempt to place the employee in an available position in his/her class and craft subject to his/her medical restrictions.

If no such position exists at the time of placement, the Carrier may place such employee in any other available position subject to his/her medical restrictions regardless of seniority or class and craft. If training is required in order to qualify the employee for his/her assignment, such employee shall be paid for the training.

Employees in a restricted duty position in another class and craft shall be subject to the rules and working conditions of that class and craft, except that the rate of pay shall be in accordance with the above paragraph. Employees in a restricted duty position in another class and craft for sixty (60) days or more must pay union dues to the union representing that class and craft in addition to the employee's own union, if different.

Medical disputes regarding the type or timing of a restricted duty assignment shall be resolved in accordance with the above-listed Panel of Doctors. While a medical dispute is being adjudicated, the Carrier may at its option place the employee in a restricted duty position that is consistent with or less physically demanding than the employee's doctor's recommendations.

The Carrier will provide 10-days prior notice to an affected employee (copy to the respective Organizations) of a projected transfer from one restricted duty position to another restricted duty position. The notice shall contain the reasons for the above-described transfer.

RULE 83A
Americans With Disabilities Act

The parties recognize the employer's obligation 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.

RULE 84
Union Shop And Check-Off

The Union Shop Agreement signed September 16, 1952, and the Union Check-off Agreement signed October 16, 1959, are attached as Appendices J and K, respectively.

RULE 85
Pension Plan

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

RULE 86
Revision Of Agreement

Agreements between this Carrier and the United Transportation Union shall remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

RULE 87
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 RULE BOOK IS A COMPILATION OF EXISTING AGREEMENTS IN EFFECT BETWEEN THE LONG ISLAND RAIL ROAD COMPANY AND THE UNITED TRANSPORTATION UNION, LOCAL 722, FOR USE AS A REFERENCE TOOL AND IS NOT A SUBSTITUTE FOR ORIGINAL DOCUMENTS.

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

APPENDIX B

Agreement entered into this 29th day of February, 1968, (as amended, up to and including Agreements dated November 14, 2003 and December 6, 2007, with additional provisions in Rule 83), covering Carmen employees.

IT IS AGREED:

Section 1.

Subject to the limitations hereinafter set forth, the Carrier will grant to every employee who shall have been in its service (computed from the date first employed) for at least one year, 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 12 days plus the number of days shown in the schedule immediately below, which will be established as of March 1, 1968, as a "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

Except as hereinafter provided, the 12 days sick allowance referred to above will be added to the employee's "bank" on January 1, 1972, and on January 1st of each subsequent year thereafter.

The foregoing allowances shall not apply to summer employees or employees subject to rules governing probationary periods.

Unused sick leave may be carried over to subsequent years.

Newly hired employees will accrue one (1) sick leave day after completion of each two (2) months of service during their first calendar year.

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.

Section 2.

Subject to the limitations hereinafter set forth, the Carrier will grant to each regularly assigned employee covered by this Agreement sick leave allowance on each working day when such employee is unfit for work on account of illness or disability, up to a total in any one year of twelve (12) days.

Section 3.

The term "year," as used in this agreement, shall mean a period of 12 months beginning on the first day of January and ending on the 31st day of December.

Section 4.

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 while engaged on official positions with the Carrier.

Section 5.

(a) 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.

(b) 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.

Section 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 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 no 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.

Section 7.

For any day on which sick leave allowance is granted to an employee, the allowance to be granted him/her shall be the same as if he/she had worked in accordance with his/her regular assignment for that particular day, as such assignment stood at the time of the commencement of his/her illness, but the term "regular assignment" shall not be deemed to include any overtime work excepting programmed overtime included in the bulletined assignment.

Section 8.

Should an employee's scheduled vacation commence after a leave of absence for illness, the vacation shall be cancelled and rescheduled at a later date in accordance with the requirements of the service. 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. No sick leave allowance will be granted on the employee's relief days but will be granted on the recognized holidays if an employee is off due to illness on such days. The sick leave allowance granted to the employees on a recognized holiday will be in lieu of compensation for the recognized holiday. No charge will be made against the employee's sick leave for absence due to illness on the applicable holidays.

Section 9.

(a) No sick leave allowance will be granted in cases of absence due to indulgence in narcotics.

(b)(1) Employees who, as a result of alcohol addiction, enroll in a Carrier recognized alcohol rehabilitation program, will be accorded sick leave benefits during the period of hospitalization and recuperation for such illness for a period not to exceed sixty (60) calendar days or to the extent to which such employees have accrued sick leave benefits.

(2) In the event an enrolled employee fails to complete the rehabilitation program, all benefits will cease to be paid as of the date it is determined withdrawal from the program occurred.

(3) Only one such benefit period for alcohol addiction will be granted to any one employee during the term of the employment relationship with the Carrier.

(c)(1) Effective February 28, 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.

Effective January 1, 2004, those employees who do not qualify for a sick leave buy out at retirement or resignation with 10 years of service based on their career accrual shall establish a sick leave buy out 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 from January 1, 2004, provided that the number of 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 9(c)(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 9(c)(1).

(4) 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 9(c)(1) above.

(5) Effective February 22, 1999, 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.

Section 10.

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 considered in compliance with the agreement and such absence shall be considered an absence unauthorized.

Section 11.

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, 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 the 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 12 and 13 of this agreement. This will not supersede any of the applicable agreements.

Section 12.

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.

Section 13.

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 be subject to appropriate disciplinary action in accordance with the provisions of the existing agreement.

Section 14.

No sick leave allowance will be granted for less than one-quarter of a day at a time. In the event that a paid absence of less than one full day is to be charged against unused sick leave allowance, the following table of computation shall be used:

One-fourth (1/4) of a day if he/she was on duty more than five hours on the day during which his/her services were interrupted by illness;

One-half (1/2) of a day if he/she was on duty more than three hours but not more than five hours on such day;

Three-fourths (3/4) of a day if he/she was on duty as much as one hour, but not more than three hours, on such day;

One (1) full day if he/she was on duty less than one hour on such day.

If his/her work schedule on such day includes a paid meal period and he/she works all of that part of his/her tour of duty which precedes his/her scheduled meal period, or all of that part of his/her tour of duty which follows his/her scheduled meal period, the meal period will be treated as time on duty in determining the charge to be made against his/her sick leave allowance.

Section 15.

An employee who is found to be in violation of this rule governing sick leave allowances shall, in addition to being subject to the denial of sick leave, also be subject to appropriate disciplinary action in accordance with the provisions of 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 the provisions of the existing agreement.

Section 16.

Sick leave allowance will be granted 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 except as noted in Section 6 above. This section shall be subject to the provisions of Section 22 hereof.

Section 17.

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.

Section 18.

In addition to the sick leave allowances provided in Section 1 hereof, and when the benefits accruing under Section 1 have been exhausted, including vacation time, if any, the following additional sick leave shall be provided at sixty percent (60%) of what the employee would have been paid if he/she had worked in accordance with his/her regular assignment as specified in Section 7 hereof and subject to the terms and conditions hereinafter set forth:

	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

*Unless otherwise indicated a "year" is defined as the period between January 1st and December 31st.

Section 19.

The additional sick leave days required under Section 18 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 four or more consecutive working days, in which event the employee shall receive pay to the extent provided in Section 18 from the first day for which the Carrier is not required to pay him/her under Section 1 hereof.

Section 20.

To be eligible to receive additional days of sick leave on a sixty percent (60%) payment basis provided by Section 18, during the remainder of any sick leave year beginning January 1, the employee must be eligible for an allowance of 12 days of sick leave in said sick leave year under Section 1 hereof.

Section 21.

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 any employee is not receiving sick pay from the Carrier and/or an employee who 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 and 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. Retirement and Unemployment and Sickness Act benefits will not be considered as reductions in an employee's straight time earnings for pension purposes.

Section 22.

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

Section 23.

This Agreement shall terminate automatically on the effective date of a change in the duly accredited representative under the Railway Labor Act of any class or craft of employees covered hereby.

Section 24.

Except as otherwise herein provided, this Agreement and each of its provisions, provided that they are not in violation of law as determined by a court of competent jurisdiction, shall continue in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

APPENDIX B (CONTINUED)

April 30, 1996

Mr. Michael J. Canino, General Chairman
United Transportation Union
200 West Main Street, Suite 103
Babylon, NY 11702

Re: Long Island Rail Road/United Transportation Union Agreement dated January 10, 1996 - Sick Leave Payment

Dear Mr. Canino:

This is to confirm our understanding of the administration of the sick leave payout provision, paragraph 5 of the above-referenced 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., Trainmen hired prior to July 4, 1969; Carmen and M of W employees Local 29 hired prior to March 2, 1968) 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., Trainmen hired after June 30, 1983, Carmen hired after September 14, 1983 and M of W employees Local 29 hired after November 29, 1982) 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 leave days remaining.

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

Sincerely,

/s/

Dale C. Kutzbach
Vice President-Labor Relations

I Concur:

/s/

Michael J. Canino
General Chairman
United Transportation Union

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

APPENDIX C-1

Agreement dated August 2, 1967, covering Carmen employees.

IT IS AGREED:

ARTICLE 1-EMPLOYEE PROTECTION

Section 1.

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable (as more specifically outlined below) with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

- (a) Transfer of work.
- (b) Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof.
- (c) Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller.
- (d) Voluntary or involuntary discontinuance of contracts.
- (e) Technological changes.
- (f) Any change in work assignments or change in operations other than that caused by a decline in the Carrier's business.

Section 2.

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules of agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in carrier's business, or for any other reason not covered by Section 1 hereof.

The term "temporary employee," for the purpose of this agreement, means an employee hired for the purpose of completing a non-recurring project of a specified duration. If the project exceeds the specified time, the parties signatory to this Agreement will agree to necessary extension or extensions.

Non-recurring projects referred to above do not include work regularly and customarily performed under the rules of the applicable agreement.

Temporary employees as described herein will come under the rules of the applicable agreement with the exception of the protective benefits referred to in this Agreement.

In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to cause listed in Section 1 hereof or whether it is due to the causes listed in Section 2 hereof, the burden of proof shall be on the Carrier.

Section 3.

The Carrier shall give at least sixty (60) days' written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 1 hereof, by posting a notice on bulletin boards convenient to the interested employee and by sending certified mail notice to the General Chairman of such interested employee. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the Carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employee may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 4.

Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 1 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(a), (b) and (c) of the Washington Job Protection Agreement of May 1936, reading as follows:

"Section 6(a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation

equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a "displacement allowance," which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a displaced employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amount used to guarantee the displaced employee and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 5.

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 1 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance) based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty percent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

Length of Service	Period of Payment
1 yr. and less than 2 yrs.	6 months
2 yrs. and less than 3 yrs.	12 months
3 yrs. and less than 5 yrs.	18 months
5 yrs. and less than 10 yrs.	36 months
10 yrs. and less than 15 yrs.	48 months
15 yrs. and over	60 months

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or

2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in force due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so re-employed and the period of time during which he is so re-employed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such re-employment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordination operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation
3. Death
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause.

Section 6.

Any employee eligible to receive a monthly dismissal allowance under Section 5 hereof may at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May 1936, reading as follows:

"Section 9. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

Length of Service	Separation Allowance
1 yr. and less than 2 yrs.	3 months pay
2 yrs. and less than 3 yrs.	6 months pay
3 yrs. and less than 5 yrs.	9 months pay
5 yrs. and less than 10 yrs.	12 months pay
10 yrs. and less than 15 yrs.	12 months pay
15 yrs. and over	12 months pay

In the case of employees with less than one year's service, five day's pay at the rate of the position last occupied for each month in which they performed service will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

Note: The senior mechanics and/or helpers will have the option of accepting a lump sum separation allowance over the junior mechanic and/or helper who may be deprived of employment.

Section 7.

Any employee affected by a change in operations for any of the reasons set forth in Section 1 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 8.

Any employee who is retained in the service of the carrier, or is later restored to service after being eligible to receive a monthly dismissal allowance who is required to change the point of his employment, as a result of a change in the carrier's operations for any of the reasons set forth in Section 1 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May 1936 reading as follows:

"Section 10(a). Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed two working days) used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claims must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expenses of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 9.

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 1 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 11(a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefor required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the canceling of said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner:

One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree than the Chairmen of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

ARTICLE II-ASSIGNMENT OF WORK

None but mechanics or apprentices, regularly employed as such, shall do mechanics' work as per the special rules of each craft.

ARTICLE III-OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute the carrier may proceed with or continue its designation.

The carrier shall give at least ten (10) days written notice to the General Chairman when it is contemplated that there will be a change in work forces or the establishment of a new outlying point. The carrier will arrange a conference with the General Chairman to discuss the proposed changes.

ARTICLE IV-CONTRACTING OUT OF WORK

Section 1.

In order to preserve the amicable relationship which has existed with respect to the contracting out of work and unit of exchange in the M of E, it is agreed that the past practice with respect thereto shall continue, i.e., that the General Chairman of the craft shall meet with the Chief Mechanical Officer involving disputes in the M of E Department, or his representatives, for the purpose of reaching an understanding concerning work that may be necessary to contract out and/or unit of exchange.

Section 2.

It is understood that the Carrier would be subject to penalty if work normally or customarily performed by Carmen is contracted out, and/or unit of exchange, without the concurrence of the General Chairman involved, except in emergency conditions relating to unit of exchange.

Section 3.

Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

ARTICLE V-RESOLUTION OF DISPUTES

Section 1.

In the event a dispute arises out of the application and/or interpretation of the terms of this agreement which cannot be resolved, it will be submitted to the Director of Labor Relations by the General Chairman. If the dispute cannot be resolved by the Director of Labor Relations and the General Chairman, it shall be progressed to a Special Board of Adjustment established herein for final adjudication.

Section 2. Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Special Board of Adjustment, hereinafter referred to as "Board," is hereby established for the purpose of adjusting and deciding disputes which may arise under this agreement. The parties agree that such disputes are not subject to Section 3, Second, the Railway Labor Act, as amended.

Section 3. Consist of Board

The Board shall consist of 4 members, 2 appointed by the organization party to this agreement, and 2 appointed by the carrier party to this agreement. For each dispute the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

Section 4. Appointment of Board Members

Appointment of the members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this agreement.

Section 5. Referees

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the thirty days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within five (5) days after the receipt of such request.

Section 6. Term of Office of Referees

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member.

Section 7. Filling Vacancies-Referees

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as herein above provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The member of the Board shall, within thirty (30) days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty (30) days after such meeting, he shall be appointed by the National Mediation Board.

Section 8. Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation of application of this agreement.

Section 9. Submission of Dispute

Any dispute arising under this agreement, not settled in direct negotiations, may be submitted to the Board by either party by notice to the other party and to the Board.

Section 10. Time Limits for Submission

Within fifteen days of the postmarked date of such notice, both parties shall send fifteen (15) copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

Section 11. Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (a) The question or questions in issue.
- (b) Statement of facts.
- (c) Position of employee or employees and relief requested.
- (d) Position of company and relief requested.

Section 12. Failure of Agreement-Appointment of Referee

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission to the Board either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall be made available to the referee.

Section 13. Procedure at Board Meetings

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within

fifteen (15) days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty (30) days from the date of such meeting.

Section 14. Remedy

If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of this agreement, which is sustained, the Board's decision shall not exceed or be less than the wages and other benefits allowable had the employee performed the work under rules of applicable agreement.

Section 15. Final and Binding Character

Decision of the Board shall be final and binding upon the parties to the dispute.

Section 16. Extension of Time Limits

The time limits specified in the Article may be extended only by mutual agreement of the parties.

Section 17. Records

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

ARTICLE VI-SAVING CLAUSE

None of the provisions of this agreement shall apply to any transaction subject to approval of the I.C.C. if the approval order of the Commission contains equal or more favorable employee protection provisions or to any transaction covered by the Washington Job Protection Agreement.

Signatures not reproduced.

Jamaica, New York
August 2, 1967

APPENDIX C-2

Letter Agreement of May 3, 1973 covering Carmen employees

I refer to the labor protection agreement signed by the railroad and your organization on December 1, 1969, in connection with the grant of federal aid for the purchase of 350 MU Cars from the Budd Company.

M.T.A. has another application, either pending or about to be filed, identified as:

UMTA Application

Metropolitan Transportation Authority

New York, New York

Supplementary Grant Request

LIRR-Extension of Railroad to East mid-town, Manhattan from Sunnyside Yard, Queens to and including a station and terminal under Third Avenue, exclusive of the construction (however including the equipping) of the East 63rd Street Tunnel under the East River.

The railroad is willing to make the same employee protection commitments for this project. With your concurrence, we propose that the term "project" as used in the aforementioned 350-car agreement, be deemed to include this additional project.

If you are agreeable to this proposal, would you please sign both of the enclosed letterhead copies of this letter and return them to me. I will keep one and send one on to the Federal Department of Labor to indicate compliance with the federal law. I am told that no further paper work will be required.

Signatures not reproduced.

APPENDIX D

Attachment to Agreement of January 23, 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 solely by the carrier.
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 work day 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-1

Vacation Agreement
December 17, 1941

Preamble

This agreement is entered into between each of the Carriers listed and defined in Appendices "A", "B", and "C", attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employees of said Carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employees requests for vacations have been made, as listed in the Appendices, above identified, as parties of the second part, and is to be construed as a separate agreement by and between and in behalf of each of said Carriers and its said employees for whom such requests have been made.

This Agreement is executed as a result of the recommendations of the Emergency Board appointed by the President of the United States, September 10, 1941, and its report dated November 5, 1941, respecting the vacations with pay dispute, mediation proceedings between the parties with the participation and assistance of the Emergency Board and its supplementary report of December 5, 1941.

ARTICLES OF AGREEMENT

1. Effective with the calendar year 1942, an annual vacation of six (6) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred sixty (160) days during the preceding calendar year.

2. Subject to the provisions of Section 1 as to qualifications for each year effective with the calendar year 1942 annual vacations with pay of nine (9) and twelve (12) consecutive work days will be granted to the following employees, after two and three years of continuous service respectively:

(a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this agreement shall be construed to also include the occupation hereafter named - Agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, stationmasters and assistant stationmasters; supervisors and assistant supervisors, baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, talley-men, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, counter-men, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

(2) Other office and station employees which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen; train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employees engaged in assorting, checking or filing tickets, waybills, claims, pay and time checks, car movements, per diem or other checks, freight claims, dray tickets, requisitions, tickets or waybills against reports; employees engaged exclusively in gathering and distributing or delivering mail.

(b) Employees represented by the Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

3. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days notice will be given affected employee.

If a Carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

6. The Carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the Carrier shall not be required to provide such relief worker.

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rates on account of vacation allowances made pursuant to this agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c) or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

8. No vacation with pay or payment in lieu thereof will be due an employee whose employment relation with a Carrier has terminated prior to the taking of his vacation, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

9. Vacations shall not be accumulated or carried over from one vacation year to another.

10.(a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater, provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent (25%) of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

12.(a) Except as otherwise provided in this agreement a Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu thereof under the provision hereto. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

13. The parties hereto having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the Carrier may make changes in the working rules or enter into additional

written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the Carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act, as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

15. Subject to confirmation as may be required by the labor organizations, signatory hereto, and when so confirmed, this agreement shall be effective January 1, 1942, and shall be incorporated in existing agreements as a supplement thereto, and be in full force and effect for a period of two (2) years from that date and continue in effect thereafter subject to not less than six (6) months notice (which notice may be served in 1943 or in any subsequent year) by any Carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, as amended.

16. This agreement is subject to approval of court with respect to Carriers in hands of receivers or trustees.

17. The counter request of the Western Carriers made in May, 1940, for a ten percent (10%) reduction in the existing rates of pay of certain employees, as such Carriers and employees are designated in Appendix B, attached hereto, is hereby withdrawn.

Signed at Chicago, Illinois, this 17th day of December, 1941.

Signatures not reproduced.

APPENDIX E-2

Supplemental Agreement
February 23, 1945
To Vacation Agreement Of December 17, 1941

Mediation Agreement

Preamble

This agreement, supplemental to the Vacation Agreement of December 17, 1941, is entered into between each of the Carriers listed and defined in Appendices A, B and C, attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employees of said Carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employees requests for changes in the aforesaid vacation agreement were made, as listed in the Appendices, above identified, as parties of the second part, and is to be construed as a separate supplemental agreement by and between and in behalf of each of said Carriers and its said employees for whom such requests for changes in said vacation agreement have been made.

This Supplemental Agreement is executed pursuant to understandings of the parties in mediation proceedings involving a dispute pertaining to changes in the Vacation Agreement of December 17, 1941, arising out of notices served by the railroad labor organizations parties hereto on or about June 26, 1944.

SUPPLEMENTAL AGREEMENT

Section 1.

Articles 1 and 2 of the Vacation Agreement of December 17, 1941, are hereby continued in full force and effect only as to those employees, irrespective of length of service, covered by Article 2(a) (1) and (2) and (b) of that agreement, and Sections 2, 3 and 4 of this Supplemental Agreement shall not apply to such employees.

Section 2.

Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof:

(A) Effective with the calendar year 1945 an annual vacation of six (6) consecutive work days with pay will be granted to each employee covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year.

(B) Effective with the calendar year 1945 an annual vacation of twelve (12) consecutive work days with pay will be granted to each employee covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 160 days in each of five (5) of such years not necessarily consecutive.

Section 3.

Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, Article 1 of the Vacation Agreement of December 17, 1941, is superseded by Section 2 of this Supplemental Agreement.

Section 4.

Except as provided for those employees covered by Article 2(a)(1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof, if the basic straight time workweek generally prevailing in this industry for any "craft or class of employees" (to be interpreted as these words are used in the Railway Labor Act) represented by an organization signatory hereto, be reduced on a majority of the line haul Carriers parties hereto below six days (48 hours) by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, the number of consecutive workdays constituting a vacation with pay for such "craft or class of employees" on such Carriers under Section 2(A) and (B) hereof will be correspondingly reduced. The provisions of Article 3 of the Vacation Agreement of December 17, 1941, shall not operate to prevent the reduction in vacation days in accordance with this Section 4.

Section 5.

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Supplemental Agreement, the said agreement, including the interpretations thereof as made by the parties, dated

June 10, 1942, and July 20, 1942, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Section 2(A) and (B) of this Supplemental Agreement certain words and phrases which appeared in the Vacation Agreement of December 17, 1941, are used. The said interpretations which defined such words and phrases referred to above as they appeared in the Vacation Agreement of December 17, 1941, shall apply in construing them as they appear in Section 2(A) and (B) hereof.

Section 6.

Article 15 of the Vacation Agreement of December 17, 1941, as herein supplemented, is modified to read as follows:

"This agreement shall be effective January 1, 1945, and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1945, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1946 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, as amended."

Section 7.

This agreement is subject to approval of court with respect to carriers in hands of receivers or trustees.

Section 8.

This agreement shall become effective as provided herein when necessary governmental approval is obtained.

Section 9.

This agreement has been entered into as a compromise and without admission by any party, in full settlement of the requests contained in the notices mentioned in the preamble, and none of the terms of this agreement nor the fact of making the same shall prejudice the rights of any party hereto in the event that changes shall hereafter be sought herein or in the agreement of December 17, 1941, as provided in Section 6 hereof.

Signed at Chicago, Illinois, this 23rd day of February, 1945.

Signatures and Appendices A, B and C applying to the Supplemental Agreement, not reproduced.

APPENDIX E-3

AGREEMENT

This Agreement made this 21st day of August, 1954, by and between the participating Carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees of such Carriers shown thereon and represented by the Railway Labor Organizations signatory hereto through the Employees' National Conference Committee, Fifteen Cooperating Railway Labor Organizations.

WITNESSETH:

WHEREAS, on or about May 22, 1953, certain proposals were served on the Carriers parties hereto by the organizations parties hereto on behalf of employees represented by such organizations; and,

WHEREAS, within thirty days following May 22, 1953, certain proposals on behalf of certain of the Carriers parties hereto were served on certain of the employees of said Carriers represented by the organizations parties hereto; and,

WHEREAS, a hearing was conducted by a Presidential Emergency Board (No. 106) and said Board on May 15, 1954, filed its report together with its findings and recommendations with the President of the United States:

NOW THEREFORE IT IS AGREED:

ARTICLE I-VACATIONS

Section 1.

Article I of the Vacation Agreement of December 17, 1941, is hereby amended to read as follows:

(a) Effective with the calendar year of 1954, an annual vacation of five (5) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred thirty-three (133) days during the preceding calendar year.

(b) Effective with the calendar year of 1954, an annual vacation of ten (10) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of five (5) of such years not necessarily consecutive.

(c) Effective with the calendar year 1954, an annual vacation of fifteen (15) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has fifteen or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.

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

(e) Service rendered under agreements between a Carrier and one or more of the Non-operating Organizations parties to the General Agreement of August 21, 1954, of which this Article is a part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(f) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury on the job shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than five (5) years of service; a maximum of twenty (20) such days for an employee with five (5) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing Carrier.

(g) In instances where employees have performed seven (7) months service with the employing Carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing Carrier.

(h) An employee who is laid off and who has no seniority date and no rights to accumulate seniority, who renders compensated service, before layoff, on not less than one hundred thirty-three (133) days in a calendar year and who returns to service, in the following year, for the same Carrier, in the same seniority district where he would have accumulated seniority had his rights so permitted, will be granted a vacation in the year of his return after the

performance, in such year, of compensated service on not less than sixty (60) days. This paragraph creates no obligation to rehire such employee after his layoff.

Section 2.

Article 2 of the Vacation Agreement of December 17, 1941, is hereby amended to read as follows:

"2. Subject to the provisions of Section 1 hereof as to qualifications for each year, effective with the calendar year 1954, annual vacations with pay of seven and one-half and ten consecutive workdays will be granted to the following employees, after two and three years of continuous service respectively:

(a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be construed to also include the occupations hereafter named - Agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, stationmasters and assistant stationmasters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen, fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, tallymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, countermen, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

(2) Other office and station employees which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; Gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen, train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employees engaged in assorting, checking or filing tickets, waybills, claims, pay and time checks, car movements, per diem or other checks, freight claims, dray tickets, requisitions, tickets or waybills against reports; employees engaged exclusively in gathering and distributing or delivering mail.

(b) Employees represented by The Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

(c) Paragraphs (a) and (b) hereof, shall be construed to grant to weekly and monthly rated employees whose rates contemplate more than five (5) days of service each week, one and one-half or two workweeks of vacation.

Section 3.

When, during an employee's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, falls on what would be a workday of an employee's regularly assigned workweek, such day shall be considered as a workday of the period for which the employee is entitled to vacation.

Section 4.

Effective January 1, 1955, Article 5 of the Vacation Agreement of December 17, 1941, is hereby amended by adding the following:

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

Section 5.

Article 8 of the Vacation Agreement of December 17, 1941, is hereby amended by adding the following:

"Effective with the year 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, or in the year of his death, or both, dies before receiving such vacation, or vacations, or payment in lieu thereof, payment of the allowance for such vacation or vacations shall be made to his surviving widow, or in the absence of a surviving widow, on behalf of a dependent minor child or children, if any."

Section 6.

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said Agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942, and July 18, 1945, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

Section 7.

Article 15 of the Vacation Agreement of December 17, 1941, is modified to read as follows:

This Agreement shall be effective as of January 1, 1954, and shall be incorporated in existing Agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1954, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1955 or in any subsequent year) by any carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, amended.

* * *

Signatures not reproduced.

APPENDIX E-4

AGREEMENT

This Agreement made this 19th day of August, 1960, by and between the participating carriers as listed in Exhibits A, B, C, D, E and F, attached hereto and made a part hereof, and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees of such carriers as shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Eleven Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

ARTICLE IV-VACATIONS

Section 1.

Article I of the Vacation Agreement of December 17, 1941, as amended by the Agreement of August 21, 1954, is hereby amended to read as follows:

(a) Effective with the calendar year 1961, an annual vacation of five (5) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1961, an annual vacation of ten (10) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has three (3) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of three (3) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1961, an annual vacation of fifteen (15) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years, not necessarily consecutive.

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

(e) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

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

(g) In instances where employees have performed seven (7) months service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(h) An employee who is laid off and has no seniority date and rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

Section 2.

Article 8 of the Vacation Agreement of December 17, 1941, as amended by the Agreement of August 21, 1954, is hereby amended, effective September 1, 1960, to read as follows:

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I 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 shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years of and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article I. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 3.

Article 15 of the Vacation Agreement of December 17, 1941, as amended, is modified to read as follows:

Except as otherwise provided herein this Agreement shall be effective as of January 1, 1961, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1961, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1961 or in any subsequent year) by any carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, amended.

Section 4.

This paragraph is an exception to the general provisions of this Article, and only has application to vacations due in the year 1960. An employee who, as of January 1, 1960, has rendered compensated service on one hundred thirty three (133) days during the year 1959 and had three (3) or more years of continuous service and who during such period of continuous service rendered compensated service on not less than one hundred thirty-three (133) days in each of such three (3) years not necessarily consecutive will be granted a vacation of ten (10) working days in the year 1960 with pay, provided, however, that if any such employee who was only entitled to five (5) working days vacation under Article I of the Agreement of August 21, 1954, and is entitled to ten (10) such working days vacation under this section, is only granted a vacation of five (5) working days in the year 1960, the carrier will compensate such employee in lieu of the additional five (5) days vacation not granted at the pro rata rate of pay.

Section 5.

With respect to the disputes arising from that portion of the notices pertaining to vacations served on or about May 29, 1959, by Hotel & Restaurant employees and Bartenders International Union, it is agreed:

(a) The Carriers' Conference Committees and the employees' National Conference Committee will retain authority to negotiate the detailed modifications required in the existing Vacation Agreements between the carriers and the employees represented by that organization.

(b) Such detailed modifications of these agreements will be directed to the inclusion in such agreements of reductions in the service period required for two week vacations to correspond to those provided in Sections 1 and 4 of this Article, reductions in the annual days of service required to qualify for vacations proportionate to the reduction provided for in Section 1 of this Article and preservation of vacation rights earned corresponding to the provisions of Section 2 of this Article. The revisions of such agreements, when agreed to, will be made effective on the same dates as the corresponding provisions of the preceding sections of this article.

Signatures not reproduced.

APPENDIX E-5

(JULY 19, 1967 AGREEMENT)

ARTICLE III-VACATIONS

The existing Vacation Agreement will be amended to the extent set forth below:

Effective January 1, 1967, an annual vacation of three (3) weeks will be granted to regularly assigned employees covered by this agreement who have ten (10) years of service with the Carrier; employees with fifteen (15) years of service will be granted four (4) weeks vacation; employees with twenty (20) years or more of service will be granted five (5) weeks vacation.

The foregoing is with the understanding that the employee meets the qualifying provisions of the existing Vacation Agreement.

Efforts will be made to grant employees, so far as practicable, the additional week's vacation. In the event the requirements of service prohibit this the employee will be paid one week's pay at the pro rata rate on December 14, 1967.

(JULY 10, 1970 AGREEMENT)

ARTICLE III-VACATIONS

Effective January 1, 1971, the existing vacation agreement, as amended, shall be further modified to the following extent:

a. New employees will be granted vacation in the amount of one (1) day per calendar month of service. The number of such days granted shall not exceed ten (10) during each of the first through fifth year of service.

A calendar month of service as referred to herein shall mean any month during which the employee worked more than fifteen (15) days.

b. Following the fifth year of service, employees will be granted fifteen (15) days vacation.

c. All other provisions of the current vacation agreement will remain unchanged.

(JUNE 1, 1973 AGREEMENT)

ARTICLE VII-VACATIONS

The vacation agreement will be amended to provide for 5 weeks vacation after 18 years of service.

Rule No. 74 in the current Carmen's Agreement, which provides that one-ninth (1/9) of the Carmen forces will go on vacation at one time, will be modified by substituting one-twelfth (1/12) for one-ninth (1/9).

(NOVEMBER 21, 1977 AGREEMENT)

ARTICLE III-VACATIONS

Effective January 1, 1978, existing vacation agreements and rules shall be modified to provide vacation allowances as follows:

<u>Years of Qualifying Service</u>	<u>Vacation Allowance</u>
10 or more	20 days
15 or more	25 days

(AUGUST 26, 1983 AGREEMENT)

ARTICLE V-HOLIDAYS

Newly hired employees will not be entitled to the following holiday in the first and second calendar year of employment: Vacation day established in lieu of Birthday holiday.

ARTICLE XVI-VACATION ELIGIBILITY

The number of days to qualify for vacations shall be shortened from 100 days to 90 days. Other conditions of vacation agreement still apply.

APPENDIX E-6(a)

Agreement entered into this 7th day of November, 1973, covering the Carmen employees of the Maintenance of Equipment Department.

IT IS AGREED:

(a) In order to effect the following changes in the vacation selection process, the provisions of Rule 74(c) will be abrogated.

(b) Effective January 1, 1974, Car Maintainers will select vacations at point locations as follows:

1. Jamaica
2. Brooklyn Electric Car Shop, VD Yard and Flatbush Avenue Station
3. Mail Dock
4. Babylon
5. West Hempstead and Hempstead
6. Long Beach and Freeport
7. Port Washington and Far Rockaway
8. Dunton, Morris Park and Huntington
9. Long Island City Passenger Yard
10. Richmond Hill Receiving Yard
11. Oyster Bay, Ronkonkoma, Speonk and Port Jefferson

(c) It is agreed that vacation relief men, when open, will be assigned to the areas in which they make application. All vacations will be covered by vacation relief men. Vacation relief positions sufficient to cover vacations at the locations specified in (b) hereof will be designated as follows:

Vacation Relief Job 1	
Jamaica	9:00 AM-5:00 PM
Vacation Relief Job 2	
Brooklyn	8:30 AM-4:30 PM
Vacation Relief Job 3	
Mail Dock	8:00 AM-4:00 PM
Vacation Relief Job 4	
Babylon	7:00 PM-3:00 AM
Vacation Relief Job 5	
Hempstead	7:45 PM-3:45 AM
Vacation Relief Job 6	
Long Beach	5:30 PM-1:30 AM
Vacation Relief Job 7	
Port Washington	7:20 PM-3:20 AM
Vacation Relief Job 8	
Dunton	8:30 AM-4:30 PM
Vacation Relief Job 9	
LIC Passenger Yard	8:00 AM-4:00 PM
Vacation Relief Job 10	
Richmond Hill Receiving Yard	8:00 AM-4:00 PM
Vacation Relief Job 11	
Port Jefferson	12:00 Mid-8:00 AM

(d) The provisions of Rule 74(b) will remain in effect and will apply at all times.

(e) This Agreement shall become effective January 1, 1974, and shall remain in full force and effect until revised or terminated in the manner prescribed by the provisions of the Railway Labor Act, amended.

Signatures not reproduced.

APPENDIX E-6(b)

Agreement entered into this 7th day of November, 1973, covering the Carmen employees of the Maintenance of Equipment Department.

IT IS AGREED:

1. Effective with the signing of this agreement, the present practices requiring advertising of steam heat positions at outlying points, east of Richmond Hill, will be abrogated and thereafter, such positions will be advertised in the following manner:

6 months Speonk	6 months Richmond Hill
6 months Ronkonkoma	6 months Richmond Hill
6 months Oyster Bay	6 months Richmond Hill
6 months Port Jefferson	6 months Richmond Hill

2. In addition to the foregoing, the present practice with respect to the selection of vacations in accordance with point seniority will be modified. In the future, Richmond Hill will select as a separate point while Oyster Bay, Port Jefferson, Speonk and Ronkonkoma will select as one point.

3. Two vacation relief positions will be established to cover the following outlying points: Oyster Bay, Ronkonkoma, Speonk and Port Jefferson.

4. During periods when the incumbent of vacation relief pick Number 1 is not covering vacations, he will be assigned at Ronkonkoma with hours of 4:00 PM to 12:00 AM relief days Friday and Saturday.

5. During periods when the incumbent of vacation relief pick Number 2 is not covering vacations, he will be assigned from Port Jefferson with hours of 4:00 PM to 12:00 AM, relief days Friday and Saturday.

6. Rule 74(b) will continue to apply at all times.

7. This agreement shall remain in full force and effect until modified or abrogated in accordance with the procedure prescribed in the Railway Labor Act, as amended.

Signatures not reproduced.

APPENDIX F

August 20, 1991

Mr. Edward Yule, Jr., General Chairman
United Transportation Union
647 Franklin Avenue
Garden City, NY 11530

Dear Mr. Yule:

This is to confirm our understanding reached during the most recent round of negotiations regarding Upholsterers' work.

In addition to the normal and customary duties of the Upholsterers' subdivision of the Carmen's craft, the parties agree that Upholsterers may walk through cars in the shops to inspect, remove and replace seat units that are ripped, torn or otherwise require replacement.

This work may be accomplished by either Upholsterers or Carmen on a non-exclusive basis.

Further, Painters in the Carmen subdivision may be used to paint locomotives and power units on a non-exclusive basis.

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

Very truly yours,

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

I CONCUR:

/s/ Edward Yule, Jr., General Chairman
United Transportation Union

APPENDIX G

SPECIAL BOARD OF ADJUSTMENT NO. 884

AGREEMENT BETWEEN

THE LONG ISLAND RAIL ROAD COMPANY

AND

UNITED TRANSPORTATION UNION

For the purpose of establishing a Special Adjustment Board, under Section 3, Second, of the Railway Labor Act, as amended by Public Law 89-456,

IT IS AGREED:

1. There shall be established a Special Board of Adjustment which shall be known as The Long Island Rail Road Company - United Transportation Union Special Board of Adjustment, hereinafter referred to as the "Board."

2. The Board shall have jurisdiction over disciplinary disputes regarding all crafts represented by the UTU. No other claims or grievances shall be submitted to the Board.

3. The Board shall consist of three members

to wit:

(A) The "Carrier Member," appointed by the Carrier, shall be Ms. Donna Simonie, Director Arbitral Affairs, LIRR.

(B) The "Employee Member," appointed by the Employees, shall be Mr. Michael J. Canino, General Chairman, UTU.

(C) In the event of a permanent or temporary vacancy on the Board with respect to either the Carrier or Employee Member, the vacancy shall be filled in the same manner as the original selection.

(D) The "Chairman and Neutral Member" of the Board will be the following persons having been selected to serve on the Board in such a capacity on a rotating basis for two month periods:

1. Carol Wittenberg
2. Martin Scheinman
3. Robert Douglas
4. Thomas Germano
5. Herbert Marx

1) In the event any person named above is not able to serve on the Board, and the parties are not able to agree upon a successor within thirty (30) calendar days of such known declination, the National Mediation Board will be asked to appoint a successor.

2) Each of the above-named persons shall serve on the special board for a period of two (2) years from the date they are first assigned a case docket. At least thirty (30) calendar days prior to the end of the above-mentioned two-year period the parties to this agreement will meet for the purpose of determining whether such person shall be selected to serve on the special board for a second, or immediately succeeding, two-year period of time. In the event the parties are not able to mutually agree to a continuation of that person's services as a chairman and neutral member of the board by the end of the above-mentioned two-year period, that person's name will be removed from the listing, and the National Mediation Board will be asked to appoint a successor.

3) Persons accepting assignment as a chairman and neutral member of the Board must be available to conduct Board hearings on at least two (2) days during each month of their 2-month assigned periods. They must also be willing to render written decisions on assigned dockets of cases no later than thirty (30) days following the close of hearings on each case.

4. The compensation and expenses of the Carrier Member shall be borne by the Carrier. The compensation and expenses of the Employee Member shall be borne by the Employees. The compensation and expenses of the Neutral Member shall be fixed and paid by the National Mediation Board. All other expenses shall be borne equally by the Carrier and the Employees. The Board shall have authority to employ secretarial assistance.

5. The Board shall meet at least once a month at a time mutually acceptable to its members at a location to be alternately designated by each party, the Carrier to make the initial selection.

6. The Board shall hold a hearing in accordance with adopted procedural guidelines on each dispute submitted to it. At such hearing, the Parties may be heard in person, by counsel or by other authorized representative as they may elect. The Parties may present, either orally or in writing, statements of fact, supporting evidence and data and arguments as to the position with regard to the cases being considered by the Board. The Board shall have authority to request the production of additional evidence from either Party.

7. The Board shall not have the authority to write agreement rules for the Parties.

8. The Board shall make findings of fact and render an award on the disputes submitted to it, except if a dispute is mutually withdrawn from the Board. Such findings and awards shall be in writing, and shall be rendered within thirty (30) calendar days from the completion of the hearing of the dispute. Copies shall be furnished to the respective Parties. The awards shall be final and binding on both Parties to the dispute as provided by Public Law 89-456; and, if in favor of the petitioner, shall direct the other Party to comply therewith on or before the day named.

9. Each member of the Board shall have one vote and any two members of the Board shall be competent to render the awards and to make any decision, which the Board is empowered to make by statute or by this agreement, to carry out the functions of the Board. In case a dispute arises involving an interpretation of an award while the Board is in existence or upon recall, the Board, upon request of either Party, shall, within thirty (30) calendar days of such request, interpret the award in light of the dispute.

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

Signed at Jamaica, New York, this 8th day of February, 1996.

FOR THE UNITED TRANSPORTATION UNION

/s/ Michael J. Canino,
General Chairman
United Transportation Union

FOR THE CARRIER:

/s/ Dale C. Kutzbach
Vice President - Labor Relations
The Long Island Rail Road

APPENDIX H-1

Agreement entered into this 8th day of November, 1967, as amended, covering Carmen employees.

IT IS AGREED:

1. Effective November 1, 1976, the parties agree to establish a two year training program for employees of the Carmen's Craft.

2. Employees selected for this training program will be selected from the Carmen Helper Class according to seniority. In the event there are no Carmen Helpers available, selection will then go to the Car Appearance Maintainer according to seniority. Program modifications will become effective August 1, 1976, and will remain in effect until July 31, 1978. The new Carmen Training Program modifications will expire as of July 31, 1978, and the existing agreement will be reinstated in full force and effect; however, all trainees entering the program prior to July 31, 1978, will continue to be governed by these modifications until completion of their training.

3. The intent of the parties in entering this understanding is to provide an arrangement modifying the contractual provisions governing the Carmen Training Program for a limited period of time. These modifications will enable implementation of a training program that provides sufficient formal instruction during the first twelve months to allow trainees to be promoted at the end of that period, and the means to complete any unfinished training in an "after-hours" program during the following six-month period. For the purpose of this agreement, the "after-hours" program shall be defined as follows: "A program whereby the trainee, after completing his initial twelve months of instruction, will attend an additional program of instruction, not to exceed the period of six months, outside of his normal work hours, either before or after his regular tour, and if necessary, on one of his relief days."

The implementation of said modified program will accelerate the entry of trained mechanics into the work force while also providing the means for testing needed program revisions. Except for the portions specifically modified herein, all provisions of the current agreement remain in effect and unchanged.

Additional changes will be subject to further agreement and the mutual consent of the parties. The training program shall be scheduled as follows:

<u>4.A) Phase</u>	<u>Maximum Period</u>
Car Shop	2 months
Diesel Territory	2 months
Freight Territory	2 months
Electric Car Shops	3 months
MU Territory	9 months

During each phase trainees will be required to complete specified tasks in each area as detailed on the trainees' "Task Card." Each task must be signed and dated by the designated supervisor as completed. Preparation for completion of tasks will be provided through classroom instruction and field exercises.

B) The necessary tests, as established by the existing agreement, will remain in full force and effect.

C) During the initial twelve-month training period of the program, trainees will be assigned vacations with their training group. Group vacation assignments will be made in accordance with training schedules, and the General Chairman notified in advance of such assignments. Vacation time will not be considered a part of the initial twelve-month training period. During the following six-month "after-hours" training program, vacations will be governed by Rule 74 of the Agreement effective July 1, 1972, and the amendments thereto.

5.A) At the end of the initial twelve-month training period, all trainees will be tested and evaluated on material completed to that point. If all requirements prescribed in 4.A above have been successfully completed, the trainee will be promoted to "probationary mechanic" status. If all requirements have not been completed but the trainee's record on material covered to that point is satisfactory, he will be graduated to "probationary mechanic" status for the following six-month period. During the probationary period, the trainee must successfully complete all requirements prescribed in Paragraph 4.A; failure to do so will result in disqualification.

B) The probationary mechanic period will end when the employee successfully completes all training requirements and is promoted to mechanic, or the six-month period ends, whichever occurs first.

C) Successful completion of training will be determined as prescribed in 4.B above.

D) The mechanics' seniority status shall be governed by Paragraph 5 of Appendix A of the Agreement dated the 8th day of November, 1967, as contained in the Agreement effective July 1, 1972.

6.A) Trainees who are promoted to probationary mechanic will select, by seniority, the available open jobs designated by the Carrier.

1. The probationary mechanic shall then attend an additional program of instruction, not to exceed six months. During this period, the probationary mechanic must successfully complete all requirements prescribed in Paragraph 4.A herein. Failure to do so will result in disqualification.

B) Probationary mechanics having selected and been awarded an open job must remain on that job until displaced, promoted or disqualified.

C) A probationary mechanic who is displaced from an open job will be assigned to an alternate open mechanic job or probationary mechanic job by the Equipment Department.

D) A probationary mechanic who is promoted to mechanic may elect to remain on the open job or to bid on bulletined positions.

E) Employees who are graduated to probationary mechanic status must satisfactorily complete all prescribed training during the probationary period. Such training will be scheduled for times outside bulletined hours, either before or after his regular tour, and if necessary, on one of his relief days. Probationary mechanics are required to attend these "after-hours" sessions until all training requirements are satisfactorily completed.

F) All time spent in training sessions outside bulletined hours will be compensated at the basic, straight time mechanic's hourly rate of pay. Probationary mechanics shall be available for overtime, except when scheduled for classes.

G) Probationary mechanics shall receive the same benefits and rate of pay as a mechanic, described in Rule 63 of the Agreement, effective July 1, 1970, as amended, July 31, 1978.

If the above represents your understanding of the desired arrangements, please indicate your concurrence by signing and returning the original, retaining a copy for your files.

Signatures not reproduced.

APPENDIX H-2

Effective August 20, 1982, the parties agree to modify the current Carmen Training Agreement to an eighteen (18) month, two (2) phase program for the employees of the craft (As amended, up to and including Letter Agreements dated September 18, 2000, July 24, 2003, April 6, 2006, and November 5, 2007).

(1) Employees selected for this training program, Phase I, will be selected from the Carman Helper class according to seniority. In the event there are no Carmen Helpers available, selection will then go to the Car Appearance class, according to seniority. All trainees who successfully complete Phase I of the program will qualify and be eligible to enter Phase II of the program according to their status on the organization's seniority roster.

a. A Carmen Helper/CAM whose seniority puts him/her in a position to be selected for the Phase One Training Program (herein referred to as the Program) in accordance with this Appendix, and who is not available for service for reasons such as a continuous period of DS/DA, leave of absence, suspension, etc. when the Program is scheduled to start, will have his/her name placed on top of the list for the next Program. Upon successful completion of the Program, his/her Mechanics seniority date will reflect the date he/she commenced training.

b. An employee whose seniority puts him/her in a position to be selected for the Program who makes both the Carrier and Organization aware of a documented serious health condition that will prohibit the employee from completing the Program, prior to starting the Program, may, on a one-time-basis, defer beginning the Program. The affected employee, should he/she defer beginning the Program, will have his/her name placed on the top of the list for the next Program. Should the employee successfully complete that class, their seniority date on the Mechanics roster will be appropriately adjusted as if they graduated with the original class they were unable to attend. Employees who do not attend the next Program available upon their return to duty will have their seniority handled in accordance [with paragraph "a."]

c. For those employee who are already in the Program and who experience a catastrophic/serious health condition or injury and as a result of that condition/injury are unable to complete the Program, they will upon their return to service (depending on the time and Program curriculum missed) be inserted into a Program already in progress that will offer the employee the class work/field training missed. Should there be no Program in progress that can accommodate the affected employee, their name will be placed on the top of the list for the next Program. Should the affected employee successfully complete that class, their seniority date on the Mechanics roster will be appropriately adjusted as if they graduated with the original class they were unable to complete. Employees who do not attend the next Program available upon their return to duty will have their seniority handled in accordance [with paragraph "a."]

d. An employee whose seniority puts him/her in a position to be selected for the Phase I Training Program who is not eligible to attend the Program due to failing the requisite general aptitude test will not be permitted to begin the Program and will have his or her name placed on the top of the list for the next Phase I Program. Should the employee successfully complete that Phase I class, their seniority date in the Mechanics roster will be appropriately adjusted as if they graduated with the original class they were unable to attend. Employees who do not attend the next Phase I Training Program and who subsequently enter a later Phase I Training Program will, upon successful completion of that program, have their Mechanics seniority date reflect the date he/she entered the program.

Note: When more than one employee is unavailable to enter the Phase I Training Program due to failing the initial general aptitude test, they will be placed on top of the list for the next Program in seniority order.

(2) The basic schedule for the modified Carmen Training Program is attached hereto marked Appendix A.

(3) The overall training program will be structured and scheduled as follows:

Phase I--Training:

Phase I of the program is designed to train and develop a fully qualified car repairman (shop mechanic) in a minimum of seven (7) months and a maximum of eight (8) months period. The work locations and tasks to be mastered shall be modified as described on page 2 of the revised Appendix A.

Phase II--Training:

This phase of training is specifically designed to train and qualify the Phase I Car Repairman as a "Road Car Inspector." This training phase will be a minimum of nine (9) months and a maximum of ten (10) months in length and will encompass the following areas:

- *Door control
- *Air conditioning and heating systems
- *Air brake systems
- *Air supply system and air appliances
- *Traction motor and propulsion control

- *Lighting system
- *On-board electric supply systems
- *600 volt busline and pick-up devices

(4) The necessary tests, written and practical, during each phase of the aforesaid training process shall be rated as follows:

- *Written-40%
- *Practical-60%

(a) The written tests shall consist of true and false, multiple choice, or fill-in-the-blank type questions.
 (b) The practical tests will consist of a pass/fail rating on a selection of tasks learned during field assignments.

(c) The Carmen Trainee will take and be required to pass the written and practical tests, with a minimum combined score of 75%. All such tests will be given by the Company, and may be witnessed by an Organization representative.

(d) With the exception of the testing procedure included as part of the program orientation (re: Appendix A, Item 1), the tests will be given at the end of each 60-day period of training on all work performed as a trainee, or may be specifically coordinated with the designated subject areas (classroom and field) in each phase depending on the allotted period of training.

(e) In the event that a trainee does not achieve a 75% on the test and fails, the trainee will be allowed within 30 calendar days, and not to exceed 30 calendar days, to retake either portion or both, the written and/or practical test. In the case of retaking the practical examination, it will consist of the same or similar tasks depending on the nature of the particular subject area. The trainee will also be expected to continue on with the training program at the same time so as not to fall behind in the overall training cycle.

(f) Failure to pass disqualifies the trainee, and he or she will revert to their previous status prior to selection into the program. In Phase I training, the trainee would revert to prior status as a helper or C.A.M. In Phase II training, the trainee would revert to prior status as a car repairman (shop mechanic).

(5) Upon successful completion of Phase I, the trainee will graduate to the status of "Car Repairman" and will qualify to exercise seniority to all car repairman positions, as provided by the Carmen agreement, with the exception of the road car inspector positions. The graduate trainee will receive a mechanic's seniority date as of the date he or she commenced training.

(6) Within six (6) to ten (10) months or earlier following the completion of a Phase I Training Program, the Union and the M of E Department shall confer regarding implementation of a Phase II Training Program. Implementation of the Phase II Training Program will be predicated solely on the needs of the M of E Department, as determined by the Chief Mechanical Officer.

(7) Upon successful completion of Phase II training, the employee will maintain the same status on the mechanic's seniority roster but expand his or her seniority rights to include exercising seniority to all car repairmen and road car inspector positions as provided by the Carmen agreement.

(8) The trainees shall be granted vacations as provided by the existing vacation agreements, and in accordance with their seniority.

(9) Trainee work assignment guidelines as follows:

(a) Trainee should be assigned to work with car repairmen in accordance with the training schedules.
 (b) All work should be under the direction of a journeyman in the same craft or a designated training instructor. It is also understood that a trainee will not fill any open Carmen mechanic positions during the training program.

(c) Each trainee will be provided with and be responsible for a task record card on which designated task performance achievements will be entered and attested to by the instructor or designated training representative.

(d) During the training period, (Phase I and II), all assignments to work locations, work hours, relief days, etc., will be made by the training section consistent with the bulletined positions of the Carmen craft, and the structure of the training program.

NOTE: In Phase I, in order to provide a well coordinated training schedule in specific areas, the trainees must work where there is adequate supervision, therefore, consideration should be given to placing trainees only in those areas (locations-shifts) where supervision is regularly assigned, and with preference for assignments with Saturday/Sunday rest days.

(10) Carmen Trainee rates of pay.

Phase I

Entrance Rate--	88%
After 3 mos.--	90%
After 5 mos.--	92%
Completion of Program--	100%

Percentage of the prevailing basic car repairman hourly rate of pay.

Phase II:

For this 9 to 10-month training period, the trainee will receive the prevailing base rate of the car repairman.

(11) Upon satisfactory completion of Phase I and/or Phase II of this program, a certificate of achievement should be issued attesting to the trainee's achievement of satisfactory completion.

(12) Employees selected as trainees will be frozen to the program until they have either disqualified, resigned, terminated for cause, or graduated.

(13) These amendments and additions to the Carmen's Training Program and Agreement of November 8, 1967, shall remain in full force and effect until terminated or modified in accordance with the provisions of the Railway Labor Act, as amended.

Dated: August 20, 1982

Revised in accordance with January 18, 1995 Letter Agreement (Revisions effective 1-23-95).

Signatures not reproduced.

APPENDIX H-2(A)

Memorandum of Agreement

This Agreement executed at Jamaica, New York, this 27th day of September, 2007 by and between the Long Island Rail Road Company (herein after referred to as the "LIRR" or "Carrier") and its employees represented by the United Transportation Union-Carmen (hereinafter referred to as the "Organization").

The parties have agreed to amend the agreement to provide for the hiring, training and promotion provisions in the Carmen employee's class and craft as follows:

1. Incumbent Car Appearance Maintainer ("CAMs")

- A. CAMs hired prior to the effective date of this Agreement ("Incumbent CAMs") may continue to apply for the Carmen Training Program (the "Carmen Program") in accordance with Appendix H-2, but first must pass a general aptitude test designed to assess an employee's ability to learn the program curriculum. The test will be developed and administered by the Carrier with input from the Organization; however, the Carrier shall have sole discretion to make final determinations regarding the length and content of the test. The Carrier reserves its right, as it may deem necessary, from time to time, to amend, change, add or delete any part of the test. The Carrier will get input from the Organization prior to making any such changes.

Two retests shall be provided upon failure. The Carrier, prior to such retesting, will offer remedial training. Both the retests and remedial training will be non-compensated. Employees failing the aptitude test will be eligible for the cash buyout option provided in Paragraph 1B below.

The Carrier will give the test at least once a year and notify employees in writing thirty (30) days prior to the test date.

- B. Upon the effective date of this Agreement each Incumbent CAM will be canvassed by the Carrier to express his/her choice to forfeit all seniority rights to the Car Repairmen Training (Phase 1) Program. Such employees may only exercise this option once during their employment with the LIRR. Incumbent CAMs who exercise this option shall forfeit all future seniority rights pertaining to the Phase 1 Program as provided for them in the Controlling Agreement as well as future promotion opportunities to the Car Repairman position. With the exception of CAMs who are on probation prior to the effective date of this Agreement, Incumbent CAMs who exercise the option shall receive compensation in the amount of \$5,000 net of mandatory deductions for income taxes, Railroad Retirement and Employees' Pension Contribution (the "CAM Buyout") for forfeiting his/her seniority right and promotional opportunity within the Carmen craft. Incumbent CAMs who are on probation prior to the effective date of this Agreement will be provided the same option to forfeit their seniority rights and promotion rights to the Car Repairman position once they have successfully completed their probationary period. Employees who have left the CAM position for another position outside the craft prior to the signing of this Agreement and whom return to the craft with seniority within three years of the date of this Agreement ("Returning CAMs") will be treated as Incumbent CAMs, except as otherwise provided in Paragraph 1C, below.
- C. Incumbent CAMs who wish to exercise the option under Paragraph 1B above, must do so in writing on a form supplied by Carrier within 30 days of ratification of this Agreement. Should the employee decide to take the aptitude test(s) mentioned in Paragraph 1A above, they must submit the notification within thirty (30) days from failure of the last test taken. Returning CAMs shall have 30 days after being restored to the CAM Roster to exercise this option. Payment of the \$5,000 CAM Buyout shall be paid to the employee within 120 days of the Carrier receiving a complete and fully executed form, or as soon as practicable thereafter.
- D. Incumbent CAMs who do not exercise the option under Paragraph 1B above, will continue to be offered entry into the Phase 1 Program in accordance with the Controlling Agreement, the testing requirement outlined in Paragraph 1A, and the Phase 1 Training Roster in effect immediately prior to the signing of this Agreement. Incumbent CAMs, when offered the Phase 1 Program, will only be permitted to forgo entering the Program on the next two consecutive occasions when based on seniority they are entitled to enter the Phase 1 Program. A failure to enter the Phase 1 Program as provided herein will result in a forfeiture of seniority rights to enter the Phase 1 Program.

- E. An Incumbent CAM who, after the date of this Agreement, for any reason fails to qualify as a Car Repairman, will only be given one opportunity during his/her employment to re-apply for the Car Repairman position, based on his/her placement on the Training Roster. Such Incumbent CAM may elect to waive the second opportunity to enter the Phase 1 Program. Upon such election, the Incumbent CAM shall (i) receive compensation in the amount of \$2,500 net of mandatory deductions for income taxes, Railroad Retirement and Employees' Pension Contribution and (ii) forfeit all future seniority rights as they may pertain to the Phase 1 Program provided for him/her in the Controlling Agreement.
- F. Once all Incumbent CAMs have (i) entered the Phase 1 Program, (ii) exercised the Option under Paragraph 1B above, (iii) failed to enter the Program on two consecutive occasions under Paragraph 1D above, or (iv) forfeited seniority rights under Paragraph 1E above, the Carrier may hire Car Repairman trainees from outside the craft. Car Repairman trainees who successfully complete the Phase 1 Program shall be placed on the Car Repairman roster retroactive to the date he/she actively participated in the training program.
- G. When an Incumbent CAM successfully completes the Program, he/she shall be placed into a Car Repairman position and hold a Car Repairman seniority date on the roster retroactive to the date he/she entered the Phase 1 Program. If, for any reason, through no fault of his/her own, a Car Repairman position is not available, the employee may be returned to the position of CAM, and such employee shall be pay-protected at the Car Repairman's hourly rate of pay. During this pay-protected period, affected CAMs shall be obligated to bid for all open Car Repairman positions for which they are qualified. If the pay protected CAM fails to maintain his/her qualifications and/or bid for the next open Car Repairman position(s) then the pay-protection provision of this Agreement shall no longer be applicable for said employee.
- H. A CAM/Car Repairman who successfully completed the Phase 1 Program on October 26, 1999, March 28, 2000, and April 25, 2000 will be compensated as a Car Repairman for the period of time he/she was returned to a CAM position. Payment will be from their respective Car Repairman graduation date until such time as he/she was able to hold a Car Repairman position or became pay-protected in accordance with the September 18, 2000 CR/RCI Training Agreement.

2. New Car Appearance Maintainers ("New CAMs")

- A. All CAMs who are hired or are transferred from another craft after the effective date of this Agreement ("New CAMs") shall not have a seniority right to be selected for the Phase 1 Program. Appendix H-2 of the Controlling Agreement shall not apply in any manner to the employees referenced in this section.
- B. New CAMs hired after the effective date of this Agreement are eligible for the Phase 1 Program through career opportunity promotions in accordance with LIRR policy, and provided they pass a pre-training skills test (developed by the Carrier with input from the Organization) and possess sufficient experience (either hands-on prior job experience or trade school graduates) in a mechanical or electrical field, as determined by the Carrier. New CAMs who pass the pre-training skills test and possess sufficient experience, as determined by the Carrier, will be placed on a Car Repairman Training Roster and be given preference to enter the Phase 1 Program. For New CAMs to remain on the Car Repairman Training Roster they must maintain a good attendance, discipline and safety record in accordance with Carrier policy in effect at the time regarding career opportunity. New CAMs seeking trade school training may do so on their own time at no expense to the Carrier. New CAMs who qualify for the Carrier-sponsored "Tuition Assistance Program" may utilize this program in accordance with its terms and conditions.
- C. Upon the successful completion of the Car Repairman training as outlined in Paragraph 3B(2) below, New CAMs shall be placed on the Car Repairman seniority roster retroactive to the date that they entered training.

3. Car Repairmen Selection

A. Incumbent CRs/Phase 2 Training

Incumbent CAMs who do not take a CAM Buyout and who become Car Repairmen will be subject to the provisions of Appendix H-2 subject to the following exception:

- Incumbent CAMs who successfully complete the Phase 1 Program (“Incumbent CRs”) must take the Road Car Inspector (“RCI”) training program (the “Phase 2 Program”) when offered. The Phase 2 Program will continue to be solicited by bulletin when a new class is required. In the event there is an insufficient number of incumbent CRs to fill the RCI class after the close of the bulletin, incumbent CRs who have accepted Car Repairman training after the signing of this Agreement will be assigned to Phase 2 Training by the Carrier in inverse seniority order. An incumbent CR who fails to qualify as an RCI shall revert back to his/her former position as a Car Repairman, if available. If the former position is not available the employee shall be assigned by the Carrier to an open position, if available. If no Car Repairman position is available, the employee will be handled in accordance with the Controlling Agreement.

B. New Car Repairmen

- (1) After the date of this Agreement, anyone qualifying as a Car Repairman who is not an Incumbent CAM shall be defined as a New Car Repairman. Subject to the hiring preference relating to New CAMs under Paragraph 2B above, New Car Repairmen may be hired directly from external applicants (non-LIRR employees) or from another craft after all the Incumbent CAMs are no longer eligible per Paragraph 1F above. Appendix H-2 of the Controlling Agreement shall not apply to any New CAM or New Car Repairman hired after the signing of this Agreement.
- (2) New Car Repairmen hired under Paragraph 2 above, or external applicants under Paragraph 3B(1) above, shall receive approximately four months of Phase 1 training. The Carrier shall determine the length, content, testing and regulations of this training program with input from the Organization.
- (3) New Car Repairmen shall be paid 80% of the Car Repairman rate of pay for the first 365 calendar days of employment, 90% for the next 365 calendar days and 100% thereafter. New Car Repairmen must take the Phase 2 Program when offered by the Carrier. A New Car Repairman who fails to qualify as an RCI shall be subject to the terms of Paragraph B(4) below.
- (4) A New Car Repairman who fails to qualify as an RCI is subject to the following:
 - (a) If the New Car Repairman was a New CAM, he or she shall revert to a CAM position without roster seniority.
 - (b) A New Car Repairman who is a transferee and holds seniority on the roster of another craft of the LIRR reverts to his/her former position in the previous craft in accordance with the LIRR's career opportunity policy.
 - (c) A New Car Repairman hired from external applicants shall be terminated from employment and shall not be covered by any provision of the Controlling Agreement.
- (5) A New Car Repairman hired directly from external applicants or from another craft may be rejected without cause or right to appeal at any time during the training period or during the first full year measured from the graduation date from the Phase 1 and Phase 2 Programs described in this Agreement.

4. Road Car Inspector Selection

A. RCI selection from Incumbent CRs

- (1) RCI positions shall continue to be filled from the Car Repairmen roster. When a Car Repairman commences RCI training his/her former Car Repairman position shall be permanently filled. At the successful completion of the Phase 2 Program employees shall be permitted to bid for any open RCI positions in accordance with the Controlling Agreement. In the event that there is no bulletin posted at graduation, employees will be assigned to open RCI positions by the Carrier. Such employees, if not assigned by the Carrier to an open RCI position, shall exercise his/her seniority (bumping) rights without the pay-protection to the RCI rate.
- (2) A Car Repairman, upon successful completion of the Phase 2 Program, will be subject to a 15-month commitment as long as an RCI position is available. Also, employees holding RCI positions during their 15-month commitment will not have super seniority and, therefore, will be subject to the provisions of the current collective bargaining agreement regarding job displacement (bidding, bumping, abolishment, etc.) If an employee becomes displaced during the 15-month period, such employee shall be required to bid, bump, or be available for assignment to another RCI position until the 15 months have elapsed. Employees shall not receive the RCI rate of pay unless actually holding an RCI position.
- (3) Employees may be released from the 15-month commitment due to a hardship or if he/she exercises seniority related to an employee protection agreement. An employee who is granted a leave of absence of 30 days or more in accordance with the applicable LIRR Policy or Rule 77 of the Controlling Agreement, or an employee who leaves the RCI position during the commitment period under an employee protection agreement will be released from the commitment until such time the employee returns to work. The employee shall be required to fulfill whatever portion of the 15-month period remains unfulfilled when the leave is over and there is an RCI position available.
- (4) As stated above, once a Car Repairman enters the Phase 2 Program his/her former Car Repairman position shall be filled. When the employee completes the Phase 2 Program and the 15-month commitment period, he/she may elect to exercise bumping rights no later than five days from the end of the commitment period. The positions to which the employee may exercise his/her bumping rights shall be limited to his/her former position (if a junior employee is the current holder of the former position) and/or any Car Repairman position that may have been bulletined since the employee began the RCI training program in accordance with the provisions of Rule 17 of the Controlling Agreement.
- (5) During the Phase 2 Program, RCI trainees will be compensated at the Car Repairman's rate of pay. After RCI trainees have successfully completed the Phase 2 Program, their rate of pay will be increased to the RCI rate of pay retroactively, for the period of active participation in the Phase 2 Program. An employee who enters the Phase 2 Program and fails to complete it will be barred from re-applying for three years.

B. RCI selection from New Car Repairmen.

- (1) Even after New Car Repairmen become RCI qualified, RCI Positions shall continue to be filled from the Car Repairmen roster.
- (2) Whenever RCI vacancies become available, New Car Repairmen who are RCI-qualified and not holding an RCI position may be assigned to such RCI vacancies in reverse seniority order; provided that this provision will only apply to 50% of the positions requiring coverage. Preference shall be given to the employee's choice of assignment.
- (3) Effective with the signing of this Agreement, the length and content of the Phase 2 Program for New Car Repairmen shall be determined solely by the Carrier with input from the Organization.
- (4) During the Phase 2 Program, RCI trainees will be compensated at the Car Repairman's rate of pay. After the trainee has successfully completed the Phase 2 Program, his/her rate of

pay will be increased to the RCI rate of pay, retroactively, for the period of active participation in the Phase 2 Program. Employees shall not receive the RCI rate of pay unless actually holding an RCI position.

5. Road Car Inspector Increased Wage Rate/Miscellaneous

- A. The Carrier will use an evaluation form known as a “task card” to follow an RCI trainee’s progress during the field-training portion of the Phase 2 Program. The Carrier will be the custodian of the task cards. Training Specialists, Gang Foremen, and Managers will maintain the task cards of the trainees assigned to them.
- B. For the purpose of instructing and evaluating trainees, a qualified RCI may be required to assist in the instruction of trainees. The Carrier, with input from the Organization, shall have sole discretion when selecting an RCI to instruct the trainees. An RCI, on a voluntary basis, may also request to be considered as a trainer; however, the Carrier has sole discretion to select employees to serve as trainers. An RCI chosen as a trainer will receive for each day he/she is directed to instruct and evaluate trainees, one hour of pay at the straight time rate of pay. When the Carrier requires that the RCI trainer complete an evaluation form supplied by the Carrier, the one-hour payment will be made when the evaluations are completed to the satisfaction of the Carrier. The Carrier will establish the criteria to select an RCI for trainer status without regard to seniority. The Carrier, at its sole discretion, may select or remove an RCI from trainer status at anytime, and the Carrier’s decision shall not be subject to further review.
- C. The rate of pay for the position of Road Car Inspector will be increased from \$28.978 to \$31.978 effective with the full and final ratification.

For the United Transportation Union

/s/
Anthony Simon, General Chairman

/s/
Stephen Valentinetti, Local Chairman

/s/
Michael Denn, Vice Local Chairman

For the Long Island Rail Road

/s/
Helena E. Williams, President

/s/
S. M. Drayzen, Vice President -
Labor Relations

/s/
Michael D. Chirillo, Director –
Labor Relations (Administration)

/s/
Ralph Agritelley, Director -
Labor Relations (Negotiations)

APPENDIX H-2(B)

July 25, 2008

Mr. Anthony Simon, General Chairman
United Transportation Union
200-B West Main Street, Suite #3
Babylon, NY 11702

RE: Establishment of Car Repairman Field Training Journeyman Position(s)

Dear Mr. Simon:

Since the September 2007 amendments to the Car Repairman training program, giant strides have been accomplished towards making the program a complete success. Much of this success is as a result of the hard work your members have performed. Carrier and your local committee have worked in cooperation during this period to identify the program's shortcomings, training aid needs and what is required to address mentoring shortfalls. To that end, Carrier proposes to formalize the mentoring and evaluation process by creating "Car Repairman Field Training Journeymen" positions for use while Phase I trainees are assigned in the shops and yards. Carrier proposes the following:

- For the purpose of instructing and evaluating Phase I trainees, qualified Car Repairmen (CR) may be required to assist in the instruction and evaluation of Phase I trainees in addition to their regular duties while these trainees are assigned in the shops and yards.
- CR identified for this assignment will be considered "Car Repairman Field Training Journeymen." The rate of pay for this position will be regular Car Repairman's rate of pay, plus any contractually agreed upon differentials and a stipend as noted below.
- Carrier, with input from the Organization, shall appoint CR to these positions. Carrier will have sole discretion when selecting a CR for this assignment, as well as the amount of Field Training Journeymen required. A CR, on a voluntary basis, may also request to be considered as a Field Training Journeyman.
- A CR chosen as a Field Training Journeyman will receive for each day he/she is directed to instruct and evaluate trainees, one hour of pay at the straight time rate of pay. When the Carrier requires that the Field Training Journeyman complete an evaluation form supplied by the Carrier, the one-hour payment will be made when the evaluations are completed, to the satisfaction of the Carrier. A Car Repairman Field Training Journeyman will only receive the one-hour rate of pay in addition to their regular compensation when they have Phase I trainees assigned to them.
- The Carrier will establish the criteria to select a CR for Field Training Journeyman status without regard to seniority.
- The Carrier, at its sole discretion, may select or remove a CR from Field Training Journeyman status at anytime and for any reason, and the Carrier's decision shall not be subject to further review.

If you agree, please sign in the space provided and return a copy for our files.

Very truly yours,

/s/
M. D. Chirillo
Director – Labor Relations (Administration)

I Concur:

/s/
Anthony Simon, General Chairman – UTU

7/28/08
Date

cc: S. Drayzen, R. Agritelley, S. Valentinetti, M. Denn, M. Gelormino, E. Rodriguez,
A. Micheletti, L. Kane, K. Layne

APPENDIX H-3

Letter Agreement of June 22, 1981 covering Carmen employees

Attached is a copy of the proposed welding training program for the Carmen trainees. It has been developed in conjunction with the Nassau County Bureau of Cooperative Educational Services (BOCES).

The proposed training represents what we believe to be a comprehensive approach to meeting the welding needs in the Carmen's craft. The 80 hours of training would be provided over a two-week period with the trainees reporting directly to and from the BOCES school at Hicksville each day. Arrangements would, of course, be made to get their checks to them on Thursdays.

If these arrangements meet with your approval, please indicate by returning the original to me as soon as possible so that I can arrange for the first class to begin on June 29, 1981.

Signatures not reproduced.

APPENDIX H-3(A)

August 4, 2008

Mr. Anthony Simon, General Chairman
United Transportation Union
200-B West Main Street, Suite #3
Babylon, NY 11702

Re: Welding Training and Certification

Dear Mr. Simon

The following terms and conditions, agreed to between the Long Island Rail Road ("LIRR") and the United Transportation Union ("UTU"), establish a Training Program for the certification of welders to American Welding Society (AWS) standards, in the Maintenance of Equipment Department (ME).

Currently, the method of training and testing our welders only qualifies them to weld 1" steel plate using arc (stick) welding. LIRR welders take two tests (vertical & overhead) for qualification purposes. LIRR qualified welders (unless they maintain AWS certification from another source) do not maintain AWS certification.

The main purpose of this Agreement is to increase the skill set of our welders, address federal training and inspection requirements and to certify Carmen welders to AWS standards in accordance with federal regulations.

I. New Welders

- A. Effective with the signing of this Agreement, all employees awarded a welder position that have not previously held a welder's position and have not been considered qualified by the Carrier (including those who hold a welder position but have not been offered training) will be required to attend the Welder Training Program identified below. All new or vacated welder positions being advertised will include a requirement to be AWS certified.
- B. The training program will consist of both classroom and practical training. While assigned to the training program, employees will assume the headquarters of the welding school (currently located in the basement of the Hillside Maintenance Complex). This means no travel time shall be scheduled or paid. Tours of duty, relief days, classroom or practical training scheduling will be at the sole discretion of the Carrier. For the purposes of this Agreement a workweek will be defined as five (5) workdays with two (2) consecutive relief days. The aforementioned will be noted on bid sheets when welding positions are advertised. It is anticipated that the initial program will be approximately ten (10) weeks in duration and consist of the following subjects:

Tank Safety, gas burning, electric arc welding on steel, stainless steel and Mig and Tig. Employees will be schooled, trained and tested to the standards identified in AWS: D1.1, D1.6 and D15.1.
- C. The Carrier will develop the training program (in accordance with AWS requirements) and have sole discretion to make final determinations regarding the length and content of the program, the testing requirements and the scheduling of employees. The Carrier reserves its right, as it may deem necessary from time to time, to amend, change, add or delete any part, or all, of the training program.
- D. During the training program if it becomes evident that an employee will not be able to successfully complete the program, the employee will be removed and shall revert to an open status. The Local Chairman will be notified in writing the reason for the disqualification.
- E. In order to become certified and become a LIRR certified welder, employees will be required to successfully pass seven (7) qualification tests required by the AWS. Testing will be performed on Carrier property. Test plates will be sent off the property to AWS accredited labs for analysis. All cost of testing will be borne by the Carrier with no expense to the employee.
- F. Employees failing a certification test will be provided one retest within approximately one week from obtaining the results of such test at no expense to the employee. Employees that fail to successfully complete all testing as required by the AWS will be disqualified and handled in accordance with the

Controlling Agreement. Successful completion of the program means the Carman welder has completed the training and testing in accordance with the AWS as described herein.

- G. While in the training program, employees will be prohibited from performing any overtime that will not afford the employee a minimum of 8 hours rest before the start of their training, unless the Carrier mandates the overtime assignment.
- H. Once a welder becomes certified, they will be required to demonstrate their proficiency at six (6) month intervals in accordance with the AWS. The Central Manpower Office will track certification dates and schedule welders to return to the welding school to demonstrate all welding types required by the AWS. Welders directed to return to the welding school (or other location as deemed by the Carrier) for this testing will have this testing considered their assignment for the day and assume the welding school (or other location as deemed by the Carrier) as their headquarters.
- I. After successful completion of the Welding Training Program as described herein, the newly certified welder must remain certified and remain in a welder's position for fifteen (15) months from the date of certification. This means welders who take the aforementioned training program and become certified are required to remain certified and in a welder's position (should one be available) for the 15-months following their initial certification. During the aforementioned 15-month period should they be displaced from a welder's position, they will be required to bump, bid for, or if they consequently end up open, be subject to assignment by the Carrier to open welder positions during their remaining commitment period. Should they be displaced through no fault of their own from a welder's position during the above-mentioned 15-month period, they will be required to bid for all open welder's positions as they become available until such time as they are awarded a welder position or until conclusion of their training commitment. The aforementioned will be noted on bid sheets when welding positions are advertised.
- J. Once the initial 15-month commitment to remain in a welder's position is satisfied, there will be no further obligation to remain certified and remain in such position, except as provided for in the Controlling Agreement. Carmen Welders who let their certification expire at the end of their 15-month commitment and who desire to recertify as a welder and consequently need to take the whole training program again will be subject again to the 15-month commitment. When the employee completes the 15-month commitment period, he/she may elect to exercise bumping rights no later than five days from the end of the commitment period. The positions to which the employee may exercise his/her bumping rights shall be limited to his/her former position (if a junior employee is the current holder of the former position) and/or any non-welder Car Repairman position that may have been bulletined since the employee began welders training in accordance with the provisions of Rule 17 of the Controlling Agreement. Employees shall not receive the Carmen Welder's rate of pay unless actually holding a Certified Carmen Welder's position.
- K. Employees may request to be released from the aforementioned 15-month training commitment period by demonstrating a hardship as defined by the Family Medical Leave Act. Employees will present their request to the Department head or his designated representative. Upon receipt of the above-mentioned application, the Department head or his designated representative will review and consider such request. The release from the 15-month commitment shall be at the sole discretion of the Department head or his representative and release from the training commitment is temporary and only tolls the 15-month period. Employees released from the 15-month training commitment for a hardship must complete the remainder of their 15-month commitment once the hardship ends.
- L. Upon successful completion of the Welding Training Program, certified welders will be entitled to the Car Repairmen Certified Welders rate of pay. The rate of pay for Certified Carmen Welders will be \$31.777 per hour.
- M. Employees who are awarded a welder position and attend the aforementioned welder-training program are frozen in the training program until they certify, fail, or are disqualified. Those not completing the course will be barred from reapplying for a period of two (2) years.
- N. Effective with the signing of this Agreement employees holding AWS welding certification will be awarded advertised welding positions in seniority order before non-certified senior employees. Only certified welders will be permitted to displace a junior certified welder.

II. Incumbent Welders

- A. All incumbent welders will be required to become AWS certified. Incumbent welders who are non-AWS certified will be required to demonstrate their competency by successfully passing the seven (7) AWS certifying tests. Any training/practice required in order for an employee to prepare for the tests will be offered in seniority order. Carrier will make available a minimum of one (1) week and maximum of four (4) weeks of training/practice for all incumbent welders for them to prepare for the seven (7) AWS certification tests. Incumbent welders who sign up for this training/practice session will assume the headquarters of the welding school, tour of duty, and workweek the course is being offered. Testing and training costs will be borne by the Carrier.
- B. Incumbent welders failing a certification test will be provided one retest within approximately one (1) week from obtaining the results of such test at no expense to the employee. Incumbent welders who fail the certification test(s) will be eligible to attend the full-certified weld-training program. Those who desire this training will be subject to all the terms mentioned in Section "I, A through M" above.
- C. Incumbent welders who are unable to successfully pass the required certification testing will be permitted to remain in their welding position for a maximum period of one (1) year from the date they fail the certification testing. Should during the aforementioned one-year period their position be abolished, abolished and rearranged, they are bumped or they bid to a new position, they will be prohibited exercising their seniority to another welders position.
- D. Incumbent welders who are unable to successfully pass the required certification testing will not receive the certified welder's rate of pay unless in the future they certify as a welder as described above. As a reminder, these employees will be prohibited from making welding repairs on safety appliances located on the rolling stock or on equipment requiring welding certification. In accordance with Federal Law, only certified welders will be permitted to perform welding on safety appliances on the rolling stock.

III. Certified Welders Not Holding Welding Positions

- A. A Carmen Certified Welder who does not hold a welder's position who desires to remain current and certified by demonstrating his/her proficiency at six (6) month intervals in accordance with the AWS, may continue to do so at the expense of the Carrier. Those employees must notify the Central Manpower Office of their desire to remain current. As stated above, the Central Manpower Office will track certification dates and schedule these employees to return to the welding school or other location as deemed by the Carrier to demonstrate all welding types required by the AWS. Those directed by the Manpower Office to do so will have this testing considered their assignment for the day and assume the welding school or other location as deemed by the carrier as their headquarters.
- B. Should a certified welder let his/her certification expire and desire to recertify in the future, he/she will do so on his or her own time or on the Carrier's time upon award of an open welder's position. Carrier will award open welders positions to the senior employee having the qualifications to perform the work. This means the Carrier will award an open welder's position first, to an employee who is a certified welder junior before an employee, who at the time of award, doesn't hold such certification. Former certified welders must recertify in accordance with AWS requirements in place at the time of recertification. Only those employees who recertify on Carrier's time will be subject to the 15-month training commitment mentioned above.

With the signing of this Agreement, it is understood that the provisions of "Rule 18" of the Controlling Agreement are satisfied.

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

Sincerely,

/s/
M. D. Chirillo
Director - Labor Relations (Administration)

APPENDIX H-4

Letter Agreement of June 25, 1980 covering Carmen employees

On October 17, 1979, we wrote you concerning a procedure to handle our former career opportunities in the Block Operator and Engine Service crafts. Our letter to you read as follows:

"Over the past few years, the Carrier has been attempting to provide career opportunities for its current employees by soliciting applications for certain job openings. The Carrier has developed, with the cooperation of the affected unions, career opportunities in the Block Operator and Engine Service crafts.

Despite efforts to minimize them, certain risks remain which employees taking advantage of these opportunities must face. If not corrected, these risks could serve to eventually undermine the success of the programs by adversely affecting the willingness of interested employees to participate.

The problems relate to continuity of accrued benefits and retention of seniority during that period of the program identified as a probationary period. For instance, the Block Operator Training Program requires candidates to undergo a five-week classroom training program related to the Book of Rules, after which those who qualify begin a sixty-day probationary period before the Union Shop Agreement with BRAC applies.

During this 95-day period, these employees are subject to interruption of their health and welfare protection and the ability to return to their former positions, if the union representing them ceases to do so on their acceptance into the Block Operator Training program. Similarly, employees entering the Engineer Trainee Program incur these risks for the first sixty days before becoming B.L.E. members.

It is the Carrier's desire, with the cooperation of the unions involved, to provide for continuity of benefits to any employee entering into such programs. Such employees can be accorded the protections they have accrued relative to past service if your organization is agreeable to regard them as continuing in an active employee status until such time as they attain the coverage and protection of the new organizations in which they will then be performing service; that is, 95 days in the Block Operator Training Program and 60 days in the Engine Service Training Program.

It is understood that during these periods, Carrier will offset your costs by continuing to provide the same benefit payments as for other active employees in your organization.

In brief, during the above-identified periods, employees entering career opportunity programs will continue to be considered as active employees in the craft and class from which they are moving; and they will remain on the roster of such active employees until such time as they are accepted into the class and craft and subject to the Union Shop Agreement of the applicable unions. Associated benefits costs will be borne by the Carrier.

In the event you have any comment or wish to further discuss the above proposal, please feel free to contact my office."

If you are now agreeable to the above proposal, will you please sign on the line provided, returning the original for our file? Should you have any questions concerning the proposal, please call my office for clarification.

Signatures not reproduced.

APPENDIX H-5

Letter Agreement of September 18, 1969 covering Carmen and Electrician employees

This will confirm the understanding reached in conference this date, that the Carrier and the Organizations will jointly implement the Metropolitan (M-1) car training program developed by the Budd Company for the purpose of improving the skills of Long Island Rail Road employees responsible for the maintenance and repair of the Metropolitan (M-1) cars so that they can adequately meet the demands placed on them by the introduction of this equipment. As stated in conference, the Budd Company program provides an average of 100 hours of instruction for the above-mentioned employees, covering basic fundamentals and all car systems within the framework of the guidelines and administrative procedures attached hereto.

All present employees, while actively participating in the training program, will be compensated at the straight time rate of pay for all sessions they attend outside normal work hours.

Training sessions will commence on or about October 27, 1969, and employees will be scheduled for attendance as outlined in the administrative procedures.

It is also understood that without prejudice to the position of rights of the parties, that no claims will be progressed account the Carrier returning to the Budd Company for repairs those 94 M-1 cars which had heretofore been accepted for service by the Carrier. The Carrier will, of course, provide you the car number of such cars as are returned to the Budd Company, and once such originally acceptable 94 cars have been repaired and returned to the Carrier from the Budd Company, any further maintenance and repairs to such cars shall thereafter be handled as under present agreements.

If you concur with the above, please signify by signing your name in the space provided below.

Signatures not reproduced.

ADMINISTRATIVE PROCEDURES FOR THE M-1 TRAINING COURSE

1. The course will be taken on a voluntary basis.
2. (a) Employees who refuse to take the M-1 training course in its entirety, will be required to take the ability review course as outlined in the training agreement.
(b) Employees who do not take the M-1 training course or pass the ability review course will not be awarded an advertised position applicable to the M-1 equipment.
3. In order to insure progress of those attending class and the instructor to use as a guide to see if the course is getting results, we are agreeable to multiple choice type of question and answer sheets being supplied for results. Such answer sheets to contain no identification of submission.
4. All training material needed for the course shall be furnished those attending, at no cost.
5. (a) The training sessions shall consist of three (3) hour time periods.
(b) Sessions attended shall be held only on employee's regular work day, either before or after his regular tour of duty except those employees who volunteer to attend classes on their relief day. Employees attending the course shall be paid time rate as outlined in letter of understanding dated September 18, 1969.
6. Employees assigned to take the course shall be selected by order of seniority and availability.

APPENDIX H-6

August 25, 1994

Mr. Edward Yule, Jr., General Chairman
United Transportation Union
647 Franklin Avenue
Garden City, NY 11530

Dear Mr. Yule:

This is to confirm our understanding of August 25, 1994; regarding the compensation rate for UTU represented Carmen when they are assigned to the abatement or encapsulation of asbestos material. The term abatement as used herein relates to the removal, reduction or encapsulation of asbestos containing material when protective suits and equipment are required by law.

The required training of employees and the procedures involved in the handling of asbestos material has been resolved between the Carrier and your Organization and is attached.

The compensation rate shall be the base rate of the position plus \$1.00 per hour for all work performed on straight time. For asbestos work performed on overtime, the employee will receive his base rate of pay at the applicable overtime rate, plus \$1.00 per hour for the asbestos work. No overtime calculations shall be applied to the \$1.00 per hour payment.

The \$1.00 hourly rate, which shall not be included in the base rate, shall be paid for the actual hours of the encapsulation or abatement including the required prep set-up work and finish-up work at the completion of the encapsulation or abatement, with a minimum payment of \$8.00 for the employee's regular eight-hour tour of duty. For all asbestos-related work performed on overtime, the employee shall receive the \$1.00 per hour payment for each portion of an hour or entire hour he performs asbestos-related work, as provided herein. Set-up work and finish-up work is understood to be setting up curtains, preparing equipment, suiting up, etc.

The parties further agree that the Carrier may use other than UTU members to perform asbestos abatement or encapsulation work provided that the work does not include normal Carmen repair work. The Carrier's use of other than UTU members shall not require the agreement of the Organization.

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

Very truly yours,

/s/

G. M. Moran
Director-Labor Relations
(Negotiations)

I CONCUR:

/s/

Mr. Edward Yule, Jr.
General Chairman
United Transportation Union

**APPENDIX H-6
(Continued)**

August 25, 1994

LETTER OF UNDERSTANDING
ASBESTOS HANDLING AND REMOVAL TRAINING
FOR MECHANICAL DEPARTMENT UTU REPRESENTED CARMEN

1. Volunteers for training from the Mechanical Department will be solicited through mailings to all the Mechanical Department Carmen Mechanics.
2. Upon receipt of applications, follow-up interview with employees who have applied for training will be conducted by the Mechanical Department.
3. The number of employees to be trained in each sub department, as agreed to, is as follows:

12	- Car Shop - HMC
8	- Truck Shop - HMC
24	- RCI - All points
8	- MU Shops other than HMC
<u>4</u>	- Diesel/Shops and outlying points
56	Total Employees Trained

The number of employees in each sub department will be adjusted depending on the number of applications. The Carrier shall have the right to determine the number of qualified Mechanics at each location. The Carrier shall notify the Organization when a change in the number of Mechanics is to be made. Additional volunteers will be solicited when the number of qualified Mechanics falls below the Carrier determined number.

4. Employees will be selected on Mechanics' seniority basis by each location listed.
5. Carrier to pay for all fees and expenses related to employee training, certification and recertification. Recertification will be on a voluntary basis.
6. The Organization waives the headquarters rule for days of required training. Carrier has indicated that training will be on LIRR property.
7. Carrier will utilize an institution to be used for training that possesses the necessary requirements for certifying the employees.
8. The Carrier will keep a listing of all employees who are certified. No specific jobs will be advertised for asbestos trained employees.
9. The employees will perform asbestos work in accordance with the Scope of the UTU Agreement.
10. The Carrier will comply with all Government, State and City regulations that are applicable to asbestos removal.
11. No bodily fluids or solids will be required by the employees for medical evaluation for purposes of this Agreement unless required by law or regulation.
12. Chest x-ray will be taken and read by a certified "B" reader for each volunteer, to set basis for future evaluations as required by law. Copies of x-rays will be made available to the employee if requested.
13. Carrier will be responsible for medical surveillance of all employees engaged in asbestos work as required by law or regulation.
14. Employees who have been certified in the procedures involved in handling asbestos material will be required to be available for asbestos work for a minimum of one year.

APPENDIX H-7

March 16, 1998

AGREEMENT BETWEEN THE UTU-CARMEN AND THE LONG ISLAND RAIL ROAD

RE:

TRAINING OF EMPLOYEES ON C-3 DIESEL-HAULED COACHES AND DE-30 AND DM-30 LOCOMOTIVES

This will confirm our understanding reached this date concerning the training of UTU-Carmen employees on the new fleet referenced above in order to provide the skills to LIRR employees responsible for the maintenance and repair of the C-3 coaches, the DE-30 and DM-30 locomotives so that they can adequately meet the demands placed on them by the introduction of this new equipment.

Outside vendors and the LIRR Training Department shall provide the training for employees covering basic fundamentals and all car and locomotive systems in accordance with the June 3, 1997 Jurisdiction of Work Award and in accordance with the following:

1. All employees participating in the training program will be compensated at the straight time rate of pay for all sessions they are assigned outside normal work hours. However, it is the union's position that the training time should be paid at the time and one-half overtime rate. The employees shall nevertheless attend training classes at the straight time rate of pay and the organization will bring the dispute to arbitration for resolution. The parties agree that this issue shall be handled as one claim to be filed with the Director of Labor Relations.
2. Training sessions shall normally consist of four (4) hours either before or after the employees' normal tour of duty. Each employee shall be entitled to a meal allowance as required by the Collective Bargaining Agreement.
3. Employees currently holding positions in diesel territory must attend the training and shall be scheduled to attend the training first. Exceptions to this may be made by mutual agreement in cases of retirement, prolonged illness, etc. Employee assignments to training classes shall be made by management and the union representative designated by the Organization. Assignments to the training classes among the crafts shall be made based on the ratio of the current diesel-territory staffing by craft and shift and location.

Example:

-Current staffing day shift in diesel territory

17 Car Repairmen
11 Electricians
4 Machinists
1 Sheet Metal Worker
3 Gang Foremen
35 Craft Employees

-Class size: 20 students

Based on the ratio among the day shift crafts, ten Carmen, six Electricians, two Machinists, one Sheet Metal worker and one Gang Foreman shall be assigned. The ratio shall be used until all diesel-territory employees have been assigned to all training classes. During the initial offering of training, should employees from outside diesel territory express an interest in attending the training, management and the designated union representative shall schedule such employee for training as soon as possible, space permitting.

Once all diesel-territory employees have been trained, the Carrier shall train all other non-diesel territory employees in seniority order and availability. Exceptions to this may be made by mutual agreement in cases of retirement, prolonged illness, etc. Assignment of non-diesel territory employees among the crafts shall be on a one-for-one basis, i.e., one Car Repairman, one Electrician, one Machinists, etc.

4. All non-diesel territory employees who decline this training shall be offered another training opportunity based upon class availability or when he/she bids into diesel territory. The Carrier shall determine the scheduling and the content of this training based on the employees' skills and experience.
5. The qualifications of diesel-territory employees shall not be changed as a result of this agreement.

Employees who successfully bid into diesel territory subsequent to this agreement shall be awarded such bid and be given the new fleet training thereafter as described in paragraph 4 above.

6. All training material required by the course shall be provided by the Carrier or subcontractor at no cost to the employee.
7. In order to ensure progress of those attending the training classes and so that the instructor may assess the teaching material or method, a multiple-choice question and answer sheet may be completed by employees. Such answer sheets shall not contain employee identification.
8. All time paid spent in this new fleet training shall not be counted as overtime hours for the purpose of determining low man for overtime work.
9. The Carrier agrees to offer new fleet training to all craft employees in accordance with the Work Jurisdiction Award of June 3, 1997. After the vendor provided training is completed, this training commitment shall continue to be adhered to by the Carrier's use of its own training personnel.

Signed on the date first shown above, March 16, 1998 at Jamaica, New York.

FOR THE ORGANIZATION

/s/ Michael J. Canino
General Chairman, UTU

/s/ Jack Melo
Local Chairman

FOR THE LONG ISLAND RAIL ROAD

/s/ Thomas F. Prendergast
President

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

APPENDIX H-8

Agreement between the Long Island Rail Road and the UTU Regarding Mechanic Training and Qualification in accordance with CRF 238.109

In order to comply with the impending Federal rules regarding Mechanic training and qualification, the following agreement is made to be effective on signing.

1. Mechanic Job Descriptions

Mechanic job descriptions shall be amended to add the following language.

"In addition to all other mechanic duties, a mechanic must be qualified to perform all safety related inspections, tests and maintenance of all passenger equipment as required by CFR 238.109."

For the purpose of this agreement Mechanic shall mean Road Car Inspector and Car Repairman.

2. Qualification and Testing of Current Position

- a) Prior to January 12, 2002, all mechanics shall be trained and tested for the current job he/she holds in accordance with this agreement. Except for retraining and retesting under paragraph 2 (c) below, such training and testing shall be compensated for at the straight time rate of pay and at no cost to the employee. Training course content and the schedule and manner of providing the training and the modules required for each job shall be determined by the Carrier in accordance with the requirements of CFR 238.109.
- b) All mechanics must successfully complete the training and pass the test given. Initially, the test shall be scored on the basis of 70% practical and 30% written with a passing grade of 80% and may be subsequently changed by the Carrier. The test shall be developed by the Carrier in accordance with the requirements of CFR 238.109.
- c) One retest shall be given upon the failure any test with retraining in areas found deficient made available to the employee prior to such testing. Such retraining and retesting shall not be compensated by the Carrier. The period allowed for such retest shall vary in accordance with the nature of training and course content involved, however, in no event shall such retest be rescheduled less than fifteen (15) days following such failure nor more than twenty (20) days thereafter. The failure of a retest shall result in reversion to a previous position if qualified for same and permitted by the applicable labor agreement.
- d) Mechanics who are initially qualified must attend refresher training as well as testing at intervals not to exceed three (3) years. Such training and testing shall be developed by the Carrier in accordance with the requirements of CFR 238.109. A mechanic who is qualified as a QMP on more than one type of equipment must attend refresher training and be tested on all types of equipment on which he/she is qualified. The provisions of paragraphs 2 (a), (b), (c), and (d) shall apply to refresher training as well.

3. Qualification and Testing When Bidding/Bumping a New Position

- a) Effective with the signing of this agreement and until January 11, 2002, a mechanic may choose to attend his/her craft Training Modules other than those modules required for his/her present position so that he/she may become qualified to bid other positions within his/her craft.

Should a mechanic choose to attend such Training Modules during 2001, he/she shall be subject to the following:

1. The mechanic shall be paid at the straight time rate of pay for each training and testing day.
2. The mechanic shall attend the Training Module on other than his/her scheduled work shift.
3. Once tested and qualified, a mechanic may bid any craft position for which qualified. Once so qualified, a mechanic must maintain such qualification.

4. Should a mechanic fail the training and testing, he shall remain in his/her current position as long as he/she remains qualified for such position.

It is the Union's position that training on other than an employee's normal work shift should be paid at the time and one half overtime rate. The employee who chooses to attend such training class shall nevertheless be paid at the straight time rate of pay and the Union may bring the dispute to arbitration for resolution. The parties agree that this issue shall be handled as one claim to be filed with the Director of Labor Relations.

- b) Effective January 12, 2002, a mechanic who wishes to bid another position for which he/she is not trained and tested in accordance with federal regulations, must successfully complete such training and testing prior to bidding or bumping such position.
- c) Effective January 12, 2002, the Carrier shall on a bi-monthly basis make the necessary training and testing available at no cost to the employee. An employee who wishes to attend such training shall do so on other than his/her normal shift and shall not be paid for such training and testing.
- d) Mechanics who successfully complete the training and testing in accordance with the federal regulations shall be entitled to bid for and be awarded his/her bid in seniority order among those trained and tested.
- e) Once a mechanic is qualified, any required refresher training shall be provided by the Carrier, and the employee shall be paid at the straight time rate of pay. Refresher retests and failures shall be handled in accordance with paragraphs 2(c) and (d) above.

4. **Qualification and Testing Records**

The Carrier shall be responsible to keep all qualification and testing records in accordance with the federal rules. Mechanics who successfully complete all training and testing (both MU and Diesel) shall be designated as a Qualified Maintenance Person – A. A mechanic who successfully completes training and testing of all MU Modules shall be designated as a Qualified Maintenance Person – B. A mechanic who successfully completes training and testing on all Diesel Modules shall be designated as a Qualified Maintenance Person – C. A mechanic or his designated union representative may view qualification and testing records upon request of the M of E Department.

For the UTU:

/s/
Michael J. Canino
General Chairman

/s/
Jack Melo
Local Chairman, Local 722

For the LIRR:

/s/
Kenneth J. Bauer
President

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

/s/
G.M. Moran
Director-Labor Relations

APPENDIX I

Agreement entered into by and between The Long Island Rail Road Company, Wm. Wyer, Trustee, the Association of General Chairmen, and employees of said company represented by the labor organizations signatory hereto, for the purpose of setting forth the circumstances under which employees who are now required to secure return-to-duty cards will be required to secure or not to secure them commencing May 20, 1952.

IT IS AGREED:

(a) Employees covered by this Agreement who are off duty on account of sickness or personal injury not connected with railroad service for fifteen (Refer to Appendix L) workdays or less, exclusive of relief days or vacation, will not be required to secure a return-to-duty card before being permitted to return to work.

(b) Employees covered by this Agreement who are off duty on account of sickness or personal injury not connected with railroad service more than fifteen workdays, exclusive of relief days or vacation, will be required to secure a return- to-duty card before being permitted to return to work.

(c) Employees covered by this Agreement who lose time on account of a personal injury connected with railroad service must secure a return-to-duty card before being permitted to return to work.

(d) The doctor's examination of the employee who is required to take a physical examination in connection with securing a return-to-duty card, will be confined to the illness or personal injury not connected with railroad service which caused him to be off duty.

(e) Employees covered by this Agreement who are off duty on leave of absence less than 30 days will not be required to secure a return-to-duty card before returning to work.

(f) Employees covered by this Agreement who are off duty on leave of absence 30 days or more must secure a return-to-duty card before returning to work.

(g) This Agreement is subject to such approval as may be necessary under the terms of the executive order by the President of the United States taking over the railroads.

(h)(1) This Agreement shall be effective as of May 20, 1952, and shall continue in effect until it is changed under the provisions of the Amended Railway Labor Act.

(2) Should the Association of General Chairmen of the labor organizations signatory hereto or The Long Island Rail Road Company desire to revise or modify this Agreement, written advance notice containing the proposed changes shall be given as provided in the Amended Railway Labor Act.

Signatures not reproduced.

APPENDIX J

Memorandum Of Agreement

This Agreement, made this sixteenth day of September, 1952, by and between Wm. Wyer as Trustee of the property of The Long Island Rail Road Company, Debtor, hereinafter referred to as the Carrier and the Railway Labor Organizations signatory hereto and the employees of the aforesaid Carrier, represented by the signatory Railway Labor Organizations jointly and severally, both hereinafter referred to as the Organizations, witnesseth:

In full and final settlement of disputes arising from the Union Shop and Check-Off notices served upon the Carrier by the Organizations on or about February 5, 1951, it is hereby agreed that the parties hereto accept and will apply as an agreement between them the terms of the Agreement made at Washington, D.C., on August 29, 1952, between the Carriers represented by the Eastern Carrier's Conference Committee, Seventeen Cooperating Railway Labor Organizations.

This Agreement is subject to approval of the Court that appointed the Trustee.

Signatures not reproduced.

APPENDIX J (CONTINUED)

Agreement dated August 29, 1952, covering Carmen employees.

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

Section 2.

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

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five (35) calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of the organization signatory hereto representing the class or craft and who in accordance with the Rules and Working Conditions Agreements of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4.

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

Section 5.

(a) Each employee covered by the provisions of this agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until such Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the organization, unless the Carrier and the organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received and the employee and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested. If the position of the employee is sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the employee.

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

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

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

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

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the organization involved.

Section 7.

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

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

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which case such Carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

Section 9.

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

Section 10.

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

assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

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

Section 11.

This Agreement shall become effective on September 15, 1952, and is in full and final settlement of notices served upon the Carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each Carrier party hereto and those employees represented by each organization on each of said Carriers as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

APPENDIX K

Agreement dated October 1959, covering Carmen employees.

IT IS AGREED:

1. In accordance with and subject to the terms and conditions hereinafter set forth, the Carrier will withhold and deduct from wages due employees represented by the Union amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties, nor insurance premiums unless included in the periodic dues) uniformly required as a condition of acquiring or retaining membership in the Union.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Carrier a written assignment, in the manner and form hereafter provided, of such membership dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto, whichever occurs sooner. An employee who has executed and furnished to the Carrier such assignment may revoke said assignment by executing the revocation form specified hereinafter within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this Agreement or the Rules and Working Conditions Agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and of the form specified in Attachment "B" hereto, and both the assignment and revocation of the assignment forms shall be reproduced and furnished as necessary by the Union without cost to the Carrier. The Union shall assume the full responsibility for the procurement of the execution of said forms to the Company. Assignment and revocation of assignment forms shall be delivered with the reduction list hereinafter provided for, to the Company not later than the first of the month in which the deduction or termination of deduction is to become effective.

3. Deductions as provided for herein will be made monthly by the Carrier in accordance with a deduction list furnished it by the Union. Such list shall be furnished to the Carrier in triplicate, on or before the first of the month in which the deductions listed thereon are to become effective and shall be in the form and shall contain such information as are specified in Attachment "C" hereto. The employees whose names are contained in such lists shall in all cases be employees who have executed wage assignments as herein provided, which assignments have been delivered to the Carrier and are unrevoked on the date the list is delivered. The amounts contained in said deductions lists for individual employees shall, whenever possible, remain the same from one payroll period to the next. In cases where the amounts shown for individual employees are changed the Union shall indicate this fact by a suitable symbol opposite the name of the employee involved.

4. 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 pay, by draft, to the order of the Union, the total amount of such deductions. Such remittance check will be paid by the Carrier to the Union on or before the last day of the month following each calendar quarter in which such deductions have been made. With said draft the Carrier shall return to the Union one copy of the deduction list marked to identify the deduction made and containing a computation of the sum withheld. When deduction cannot be made, the employees name and amount shall be crossed off both the original and carbon copy of the deduction list and the totals of the amounts deducted shall be corrected accordingly.

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

- (a) Federal, State, and Municipal Taxes;
- (b) Supplemental Pension;
- (c) Other deductions required by law such as garnishment and attachment;
- (d) Amounts due Carrier;
- (e) Contributions to voluntary relief departments.

6. In cases where no deduction is made from the wages of an employee in a particular payroll period due to insufficient funds or other reasons, the amounts not deducted may be added to the deduction lists for that employee for subsequent payroll periods but not exceeding three months.

7. Responsibility of the Carrier under this Agreement shall be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Union, and any complaints against the Carrier in connection therewith shall be handled by the Union on behalf of the employee concerned.

8. No part of this Agreement shall be used in any manner, either directly or indirectly, as a basis for grievance or time claim by or on behalf of any employee, and no part of this or any other agreement between the Carrier and the Union shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with any part of this Agreement.

9. The Union shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

10. This Agreement shall become effective on January 1, 1960, and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signatures not reproduced.

ATTACHMENT "A"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
UNITED TRANSPORTATION UNION
LOCAL 722
(Representatives of the Carmen)

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____ NUMBER AND STREET _____

TOWN _____ STATE _____ ZIP _____

MGR. OF DISBURSEMENTS ACCOUNTING
THE LONG ISLAND RAIL ROAD COMPANY

I hereby assign to the United Transportation Union, Local 722, that part of my wages necessary to pay my monthly union dues, assessments, and initiation fees (not including fines and penalties, nor insurance premiums unless included in the periodic dues), as reported to the Carrier by the Secretary-Treasurer of the United Transportation Union, or his successors in monthly statements, certified by him, as provided under the Deduction Agreement entered into on October 16, 1959, and I hereby authorize the Carrier to deduct from my wages all such sums and pay them over to such designated representative of the Organization in accordance with said Deduction Agreement.

I understand that if I do not revoke this assignment by executing a revocation form, as provided in paragraph 2 of the aforesaid Deduction Agreement within fifteen (15) days after the end of one year from the date of the execution hereof, this assignment shall be considered as re-executed and may not be revoked by me for an additional period of one year, unless within such year the aforesaid Deduction Agreement or the Rules and Working Conditions Agreement is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until I shall execute a revocation form within fifteen (15) days after the end of any such year.

Date _____

Signature _____

ATTACHMENT "B"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
UNITED TRANSPORTATION UNION
LOCAL 722
(Representatives of the Carmen)

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____ NUMBER AND STREET _____

TOWN _____ STATE _____ ZIP _____

MGR. DISBURSEMENTS ACCOUNTING
THE LONG ISLAND RAIL ROAD COMPANY

Effective _____, I hereby revoke the Wage Assignment Authorization now in effect assigning to the UTU Local 722 that part of my wages necessary to pay my monthly union dues, assessments and I hereby cancel the Authorization now in effect authorizing The Long Island Rail Road Company to deduct such monthly union dues, assessments and initiation fees from my wages.

Date _____

Signature _____

ATTACHMENT "C"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
UNITED TRANSPORTATION UNION
LOCAL 722
(Representatives of the Carmen)

MGR. OF DISBURSEMENTS ACCOUNTING,
THE LONG ISLAND RAIL ROAD COMPANY

The undersigned Financial Secretary, UTU, Local 722, hereby certifies to The Long Island Rail Road Company, that dues, initiation fees and/or assessments and insurance premiums, in the amounts listed herein, are due and payable to the UTU for the month of _____ by the respective employees of the aforesaid company, listed below; and, upon the individual written assignment of any such employee, the aforesaid company may properly deduct from any wages due and payable to such employee, the total amount listed opposite his name.

Financial Secretary-Treasurer

For Company Use Only

<u>Payroll Number</u>	<u>Name of Employee</u>	<u>Total Amount Of Deduction</u>	<u>Amounts Deducted</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

APPENDIX L

January 12, 2000

Mr. Michael J. Canino, General Chairman
United Transportation Union
200 West Main Street, Suite 103
Babylon, NY 11702

Re: Absence due to Sickness or Personal Injury not Connected with Railroad Service – Return to Duty Card -
CARMEN

Dear Mr. Canino:

In the interest of increasing operational efficiency of our Medical Department, the Carrier would like to extend the requirement for securing a return to duty card from six workdays to fifteen workdays.

Presently, under Article I, paragraphs (a) and (b), Carmen who are off duty on account of sickness or personal injury not connected with railroad service for more than six workdays, exclusive of relief days or vacation, are required to secure a return-to-duty card (AR-3) before being permitted to return to duty.

Therefore, the Carrier proposes that Appendix I, paragraphs (a) and (b), be amended so that all references to the phrase "six workdays" be changed to "fifteen workdays."

If you agree to the foregoing, please sign in the space provided below.

Very truly yours,

/s/

John W. Bernet
Vice President – Labor Relations

I CONCUR

/s/

Michael J. Canino, General Chairman
United Transportation Union

APPENDIX M

May 18, 2000

Mr. Michael J. Canino, General Chairman
United Transportation Union
200 West Main Street, Suite 103
Babylon, NY 11702

Re: Me Too Provision 1999-2002 Agreement

Dear Mr. Canino:

The 1999-2002 Agreement between the Carrier and your organization contained a Me Too provision applying to subsequent agreements reached by other organizations during the 1999-2002 negotiating round.

The Carrier recently reached an agreement with the Brotherhood of Locomotive Engineers on extending health coverage to domestic partners of engineers. In return for this coverage, the BLE agreed to change the requirement for receiving a physical examination upon return to duty from seven days to fifteen days.

In accordance with the Me Too provision of our agreement, the Carrier will offer both provisions to your organization. Since one was a quid pro quo for the other, your organization, if interested, must take both provisions. If you have already agreed to the 15 day provision, then only the Domestic Partner coverage will be offered.

Please sign in the space provided below if your organization desires to agree to these two provisions.

Very truly yours,

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

I Agree:

/s/ _____
Michael J. Canino
General Chairman, UTU

5/24/00
Date

APPENDIX N

January 18, 2001

Mr. Michael J. Canino, General Chairman
United Transportation Union
200 West Main Street – Suite 103
Babylon, New York 11702

Dear Mr. Canino:

During the 1996 collective bargaining negotiations between the Long Island Rail Road “Carrier” and the United Transportation Union “UTU”, it was agreed to convert active employees from the various existing health benefit plan coverage to the New York State Health Insurance Program (NYSHIP), specifically the Empire Plan. Also, on a prospective basis, retirees would be covered by the Empire Plan until they reached Medicare eligibility. At that time we agreed to permit current retirees who had not reached Medicare eligible age to enroll in the Empire Plan whereby said retirees would pay the difference between the Empire Plan and their collectively bargained allotments.

Due to recent problems with certain HMOs beyond our control, and increased availability of Empire Plan Participating Providers throughout the country, we have agreed to extend that agreement to allow current UTU retirees who have not reached Medicare eligible age to enroll in the Empire Plan at no cost to the Carrier. These retirees will be required to reimburse the Carrier for the difference between Empire Plan coverage and their current allowances as stated above. This provision would also be discontinued once the retiree reaches Medicare eligible age as our current and previous contracts provide. At that time the retiree would receive the monthly allowance he/she would be entitled to according to the respective contract in effect at the time of their retirement.

If this is agreeable to you, please indicate your concurrence by signing in the space provided below.

I will then instruct our Human Resources Department (employee benefits division) to implement this enrollment and advise our eligible retirees.

Sincerely,

/s/

Kenneth J. Bauer
President

I concur:

/s/ _____
Michael J. Canino, General Chairman UTU

cc: J. W. Bernet, R. Neville

APPENDIX O

AGREEMENT BETWEEN THE UNITED TRANSPORTATION UNION
AND
THE LONG ISLAND RAIL ROAD COMPANY
RE
TRAINING OF EMPLOYEES ON M-7 MULTIPLE UNIT EQUIPMENT

This will confirm our understanding reached this date concerning the training of United Transportation Union represented Carmen on the M-7 fleet in order to provide the skills to LIRR employees responsible for the maintenance, inspection, and repair of the M-7 Multiple Unit Locomotives (MU).

For the purpose of this agreement, employee shall mean Road Car Inspector and Car Repairman.

It is anticipated that the M7 fleet will be phased into revenue service beginning in the third quarter of 2002 and be maintained in Carrier MU yards and facilities, however, initially P.I. work shall be accomplished at the Hillside Maintenance Complex during the first shift.

Outside vendors and the LIRR Training Department shall provide the training for employees covering basic fundamentals and all systems in accordance with the April 19, 2002, Jurisdiction of Work Award.

Furthermore, it is understood that the CFR-238 Training Agreement signed by your Organization will be applied to this training in addition to the following:

Employees shall be scheduled for M-7 training in two stages. The first stage shall be the Basic M-7 Training Program and the second stage shall be the advanced M-7 Training Program.

1. The Basic M-7 Training Program

- a) Beginning in the second quarter 2002, all employees in M/U territory and M/U shops shall be scheduled for and must attend the Basic M-7 training program.
- b) The Basic M-7 program shall consist of CFR required instruction, depending on the amount of modules required for his/her current position, and will be scheduled on the employee's schedule shift to the extent possible.
- c) Employees must pass a test for each module, which shall be both written and practical. The passing grade shall be 80%.
- d) One retest shall be given to an employee who fails a test. Such retest may be retaken at the trainees request, but not later than 20 days following the failure. Failure of the retest shall be handled in accordance with the Collective Bargaining Agreement.
- e) Employees currently holding positions, or employees who bid into positions in M/U yards and in the HSF Periodic Inspection Gang, shall be trained and tested first. Thereafter, all employees in M/U territory and M/U shops shall be trained and tested in their work locations as the M-7 equipment is assigned to that location. Assignment to training at the location shall be based on seniority and availability of the employee.
- f) Employees who bid or bump to a location which has M-7 equipment assigned will be awarded the bid or bump subject to seniority and scheduled for Basic M-7 training as soon as practical, except as outlined in paragraph 5 below.
- g) Once an employee has successfully completed Basic M-7 training, he shall be considered as a QMP on the M-7 equipment under CFR 238-109.

2. The Advanced M-7 Training Program

- a) Beginning in 2003, all employees in M-U territory and M/U shops shall be scheduled for and must attend the advanced M-7 training program after completion of the Basic M-7 training program.
- b) The advanced M-7 training program shall consist of modules required for his/her current position and may be scheduled on, before, or after the employee's regular shift. Training scheduled in classes of four (4)-hour periods before or after the employee's regular tour of duty will be compensated as follows:
 1. Four (4) hours at the straight time rate of pay for the training class and eight (8) hours at the straight time rate of pay for their normal tour of duty for a total of twelve (12) hours of straight time pay.
 2. The employee will be required to attend the training class and complete his/her normal tour of duty.

3. Should the training class be scheduled before or after the employee's regular shift and the training class is scheduled for eight (8) hours, the employee will have the option of going to class in lieu of his/her regular assignment or going to the training class and working his/her normal tour of duty. Employees who choose the option of going to the training class of eight (8) hours before or after their normal tour of duty will be paid straight time for the training and paid at the overtime rate of pay for working their normal tour of duty. Examples:
 - The employee opting to attend the eight (8) hour training class in lieu of his/her normal tour of duty will be paid eight (8) hours at the straight time rate of pay.
 - The employee opting to attend the eight (8) hour training class and work his/her normal tour of duty will be compensated eight (8) hours at the straight time rate of pay for the training class and eight (8) hours at the time and one-half overtime rate of pay for his/her normal tour of duty.
 - c) Employees must take a test for each module to test employee proficiency and the effectiveness of the training course.
 - d) Employees who bid or bump to a location which has M-7 equipment assigned, will be awarded the bid or bump subject to seniority and scheduled for advanced M-7 training as soon as practical except as outlined in paragraph 5 below.
 - e) It is the Union's position that the training time if other than the employee's regular shift, should be paid at the time and one-half overtime rate. The employees shall nevertheless attend the training at the straight time rate of pay and the Organization may bring the dispute to arbitration for resolution. The parties agree that this issue shall be handled as one claim to be filed with the Director-Labor Relations.
3. When employees are scheduled for training at a location other than their bid location, the employees shall be provided with one hour of travel time (straight time) each way.
 4. Starting in the fourth quarter of 2002 and until June 1, 2006, all other employees in Support Shops, and Diesel Territory shall be offered Basic and Advanced M-7 training before or after their shift and paid at straight time rate of pay. Such employees who fail such training shall not be offered training again unless the employee bids or bumps into a position requiring M-7 qualification. After June 1, 2006, such employee must bid or bump Basic M-7 qualified. After January 1, 2005, an employee in a support shop or diesel territory who requests M-7 training shall be scheduled for such training uncompensated as a JRE class based on seniority and availability. Effective June 1, 2006, the Carrier shall on a bimonthly basis make the necessary training and testing available at no cost to the employee. An employee who wishes to attend such training shall do so on other than his/her normal shift and shall not be paid for such training and testing.
 5. Effective January 1, 2005, all employees will be required to be Basic M-7 qualified before bidding or bumping to a job that requires M-7 qualification. Further, effective January 1, 2005, all locations where M-7 equipment is inspected, maintained or repaired at MU yard or shop shall have all new or vacant positions posted with the following new qualifications added to the existing qualification of the position.

"Must have attended the M-7 Basic Training Program and be qualified to interpret, inspect, maintain and repair the equipment's mechanical and electrical systems. Must be qualified to utilize all the required tools and equipment. Must be familiar with utilizing a computer to diagnose and record mechanical and electrical system inspection, repairs and maintenance. Must perform all other duties considered Carmen/RCI work."
 6. Should the Basic M-7 Training not commence in June 2002, then the January 1, 2005 date referenced in this agreement shall be moved back on a month for month basis identical to the number of months that the Basic M-7 training is delayed.
 7. Car Repairmen Trainees shall receive Basic and Advanced M-7 training during Phase I training.

For the UTU:

/s/
Michael J. Canino
General Chairman

/s/
Jack Melo
Local Chairman

For the LIRR:

/s/
Kenneth J. Bauer
President

/s/
J. W. Bernet
V.P.-Labor Relations

M-7 TRAINING

Basic Training CFR-238 Topics

- Introduction and Familiarization
- Introduction to Monitoring System
- Brakes
- Class 1 / 1A / 2 Brake Tests
- Doors
- Toilets
- HVAC
- Daily Inspection

Advanced Training Topics

- Interior and Exterior Appointments
- Main and Auxiliary Power
- Friction Brakes
- Toilet System
- Truck / Coupler / Draft Gears
- Doors
- HVAC
- Propulsion and Dynamic Brakes
- Communications
- Monitoring Diagnostics

APPENDIX P

December 6, 2007

Mr. Anthony Simon
General Chairman
United Transportation Union
200B West Main Street, Suite 3
Babylon, NY 11702

Re: Definition of Regular Wages

Dear Mr. Simon:

The Memorandum of Understanding dated December 6, 2007, in Article II, Section 1, establishes a modified Defined Benefit Pension Plan for employees hired after the date of final ratification. In this modified Plan, overtime earnings in excess of 20% of "regular wages" are not included for the purpose of calculating retirement benefits.

For Train Service employees, the basic principle in defining "regular wages" will be the earnings of that position as defined by the crew book.

Please indicate your concurrence by signing below.

Sincerely,

_____/s/
S. M. Drayzen
Vice President-Labor Relations

I agree:

_____/s/
Anthony Simon, General Chairman
United Transportation Union

12/6/07
Dated

Note: Please see Article II, Section 1 – Pension Benefits of the December 6, 2007 Agreement which states the following:

“The three percent (3%) member contribution shall be increased to four percent (4%).”

APPENDIX Q

October 14, 2005

Mr. Michael J. Canino
United Transportation Union
200 West Main Street - Suite 103
Babylon, NY 11702

Dear Mr. Canino:

This has reference to M. D. Chirillo's October 12, 2005 discussions with Local Chairman J. Melo, regarding the re-establishment of the Traveling Car Appearance Maintainer positions (TCAMs) and/or Car Appearance Maintainer positions (CAMs) working lap shifts in accordance with the terms of the January 11, 2001 Side-bar Agreement. Their discussions proposed no changes of the Controlling Agreement except as outlined below:

1. Penn Station

- a. Two (2) TCAMs will be assigned to Penn Station with a tour of duty starting at 4:00 p.m. and ending at 12:00 a.m. Their relief days shall be Saturdays and Sundays.
- b. Both TCAMs will report to Penn Station and ride train 356 to Great Neck.
- c. Once at Great Neck, they will be assigned to clean trains 3357, 351, 3359, 353, 355, 3361, 3363, and 3365.
- d. Each TCAM will perform and/or complete pick-up cleaning. At the end of their assignments, they will board and ride train 3365 back to Penn Station.
- e. Once the above train arrives back at Penn Station, each TCAM assigned will assist the existing assigned CAM forces until their respective 12:00 a.m. quitting time.

2. Hempstead Yard

- a. One CAM will be assigned to Hempstead Yard with a tour of duty starting at 4:30 p.m. and ending at 12:30 a.m. with Saturday and Sunday relief days.
- b. The CAM will be assigned pick-up cleanings on train numbers 761, 763, 3751, 3753, 771, 773, 775, 777, and 701.

3. Long Beach Yard

- a. Two CAMs would be assigned to Long Beach Yard with a tour of duty starting at 4:00 p.m. and ending at 12:00 a.m. with Saturday and Sunday relief days.
- b. The CAMs will be assigned pick-up cleanings on train numbers 863, 865, 3853, 3855, 867, 869, 3857, 871, 873, 3859 and 875.

4. The actual bid sheets shall contain all of the trains that the TCAMs will be responsible to clean (similar to that specified above) and shall have concurrence from the UTU prior to being posted.

5. The tour of duty for each position shall start and end at the same location as indicated above.

6. The TCAMs and CAMs covered by this agreement may not perform work at any location other than those locations indicated above. Example: a TCAM assigned to Penn Station may perform work in Penn Station, then travel to Great Neck and may perform work at Great Neck, but may not perform work at any other location.

7. The above TCAMs and CAMs referenced herein may not be used to cover any open position that normally would be covered by overtime.

8. No changes to the posted bid sheet may be made without concurrence of the UTU as it regards the aforementioned positions; however, the Carrier may substitute a train for one of the train numbers listed above. Appendix C-1 of the existing Agreement shall apply unless otherwise mutually agreed.

9. This Agreement contains certain "Lap Shifts," which shall only apply to the specific positions contained herein. There shall be no other "Lap Shifts," other than the ones referenced herein, without concurrence from the UTU.
10. If for any reason there is a "reduction in force," the Carrier must first eliminate the aforementioned TCAM and Lap Shift CAM positions before abolishing other CAM positions (except for rearrangements).

This Agreement shall become null and void should the Carrier eliminate the TCAM and Lap Shift CAM positions referenced above. Once this Agreement expires, a mutual agreement between the parties shall be required before the program is resumed.

Please be advised that the Carrier also intends to add several positions that shall not be covered by this Agreement. Those positions are as follows: one (1) CAM position will be added to West Hempstead and the tour of duty will be 2:00 p.m. to 10:00 p.m. with Saturday and Sunday relief days, and two (2) CAM positions will be added at Flatbush Avenue to supplement the existing 6:00 p.m. to 2:00 a.m. tour of duty.

Additionally, two (2) CAM positions will be added at West Side Yard to supplement the existing forces and decrease the Extensive Interior Cleaning (EIC) interval from ninety (90) days to seventy-five (75) days. The tour of duty will be 8:30 a.m. to 4:30 p.m. with Saturday and Sunday relief days.

If the modification is acceptable to your Organization, please sign in the space provided for below.

Very truly yours,

_____/s/
G.M. Moran
Vice President – Labor Relations

I Concur:

For the United Transportation Union:

_____/s/
Michael J. Canino, General Chairman

_____/s/
Jack Melo, Local 722 Chairman

For the Long Island Rail Road:

_____/s/
James J. Dermody, President

_____/s/
G.M. Moran, Vice President
Labor Relations

Dated: October 19, 2005

cc: M. Sullivan, M. Capone, S. M. Drayzen, E. Rodriguez, A. Micheletti, J. Melo, M.D. Chirillo

United Transportation Union

Maintenance of Equipment Department

Title	Year	% Inc.	Rate	Progression For Night Differential*							Notes	
				100%	95%	90%	85%	80%	75%	70%	No.	Eff.
Car Appearance Maintainer (Occ: 8211)	1/1/2006	3%	21.916	1.254	1.191	1.129	1.066	1.003	0.941	0.878		
	1/1/2007	4%	22.793	1.254	1.191	1.129	1.066	1.003	0.941	0.878	1	1/30/2008
	1/1/2008	3.5%	23.591	1.254	1.191	1.129	1.066	1.003	0.941	0.878		
	1/1/2009	3%	24.299	1.254	1.191	1.129	1.066	1.003	0.941	0.878		
Car Repairman Helper (Occ: 7680)	1/1/2006	3%	23.424	1.340	1.273	1.206	1.139	1.072	1.005	0.938		
	1/1/2007	4%	24.361	1.340	1.273	1.206	1.139	1.072	1.005	0.938	1	1/30/2008
	1/1/2008	3.5%	25.214	1.340	1.273	1.206	1.139	1.072	1.005	0.938		
	1/1/2009	3%	25.970	1.340	1.273	1.206	1.139	1.072	1.005	0.938		
Car Repairman (Occ: 7660)	1/1/2006	3%	28.128	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.528	1.447	1.367	1.286	1.206	1.126	1	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
Car Repairman/HVAC (Occ: 7665)	1/1/2006	3%	28.978	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
	1/1/2007	4%	30.137	1.658	1.575	1.492	1.409	1.326	1.244	1.161	1	1/30/2008
	9/27/2007		31.978	1.658	1.575	1.492	1.409	1.326	1.244	1.161	2	10/3/2007
	9/27/2007	4%	33.257	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
	1/1/2008	3.5%	34.421	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
	1/1/2009	3%	35.454	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
Certified Carmen Welder (Occ: 7670)	8/4/2008		31.777	1.688	1.604	1.519	1.435	1.350	1.266	1.182	4	8/4/2008
	1/1/2009	3%	32.730	1.688	1.604	1.519	1.435	1.350	1.266	1.182	5	8/4/2008
Crane Engineer (Occ: 7940)	1/1/2006	3%	32.237	1.844	1.752	1.660	1.567	1.475	1.383	1.291		
	1/1/2007	4%	33.526	1.844	1.752	1.660	1.567	1.475	1.383	1.291	1	1/30/2008
	1/1/2008	3.5%	34.699	1.844	1.752	1.660	1.567	1.475	1.383	1.291		
	1/1/2009	3%	35.740	1.844	1.752	1.660	1.567	1.475	1.383	1.291		
Federal Inspector (Occ: 7635)	1/1/2006	3%	28.369	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.504	1.608	1.528	1.447	1.367	1.286	1.206	1.126	1	1/30/2008
	1/1/2008	3.5%	30.537	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.453	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
Locomotive Carpenter (Occ: 7710)	1/1/2006	3%	28.128	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.528	1.447	1.367	1.286	1.206	1.126	1	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
Painter (Occ: 7730)	1/1/2006	3%	28.128	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.528	1.447	1.367	1.286	1.206	1.126	1	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
Road Car Inspector (Occ: 7630)	1/1/2006	3%	28.978	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
	1/1/2007	4%	30.137	1.658	1.575	1.492	1.409	1.326	1.244	1.161	1	1/30/2008
	9/27/2007		31.978	1.658	1.575	1.492	1.409	1.326	1.244	1.161	2	10/3/2007
	9/27/2007	4%	33.257	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
	1/1/2008	3.5%	34.421	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
	1/1/2009	3%	35.454	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
Road Car Inspector Trainee (Occ: 7631)	1/1/2006	3%	28.978	1.658	1.575	1.492	1.409	1.326	1.244	1.161		
	1/1/2007	4%	30.137	1.658	1.575	1.492	1.409	1.326	1.244	1.161	1	1/30/2008
	9/27/2007		28.128	1.608	1.528	1.447	1.367	1.286	1.206	1.126	3	11/1/2007
	9/27/2007	4%	29.253	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2008	3.5%	30.277	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.528	1.447	1.367	1.286	1.206	1.126		

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

United Transportation Union

Maintenance of Equipment Department

Title	Year	% Inc.	Rate	Progression For Night Differential*							Notes	
				100%	95%	90%	85%	80%	75%	70%	No.	Eff.
Welder (Occ: 7700)	1/1/2006	3%	28.369	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.504	1.608	1.528	1.447	1.367	1.286	1.206	1.126	1	1/30/2008
	1/1/2008	3.5%	30.537	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.453	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
Carman Trainee - Entrance (Occ: 7741)	1/1/2006	3%	24.753	1.415	1.344	1.274	1.203	1.132	1.061	0.991		
	1/1/2007	4%	25.743	1.415	1.344	1.274	1.203	1.132	1.061	0.991	1	1/30/2008
	1/1/2008	3.5%	26.644	1.415	1.344	1.274	1.203	1.132	1.061	0.991		
	1/1/2009	3%	27.443	1.415	1.344	1.274	1.203	1.132	1.061	0.991		
Carman Trainee - 3 Months (Occ: 7740)	1/1/2006	3%	25.314	1.448	1.376	1.303	1.231	1.158	1.086	1.014		
	1/1/2007	4%	26.327	1.448	1.376	1.303	1.231	1.158	1.086	1.014	1	1/30/2008
	1/1/2008	3.5%	27.248	1.448	1.376	1.303	1.231	1.158	1.086	1.014		
	1/1/2009	3%	28.065	1.448	1.376	1.303	1.231	1.158	1.086	1.014		
Carman Trainee - 5 Months (Occ: 7743)	1/1/2006	3%	25.877	1.481	1.407	1.333	1.259	1.185	1.111	1.037		
	1/1/2007	4%	26.912	1.481	1.407	1.333	1.259	1.185	1.111	1.037	1	1/30/2008
	1/1/2008	3.5%	27.854	1.481	1.407	1.333	1.259	1.185	1.111	1.037		
	1/1/2009	3%	28.690	1.481	1.407	1.333	1.259	1.185	1.111	1.037		
Carman Trainee - Completion Of Program (Car Repairman) (Occ: 7740)	1/1/2006	3%	28.128	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.528	1.447	1.367	1.286	1.206	1.126	1	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.528	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.528	1.447	1.367	1.286	1.206	1.126		

Notes:

- 1-2008 Rates commenced 1/30/08. Backpay period 1/1/07-1/29/08.
- 2-Road Car Inspector and Car Repairman/HVAC received \$3.00 increase as per 9/27/07 Agreement effective 10/3/07.
- 3-Road Car Inspector Trainees after November 1st will receive the equivalent rate and night differential as the Car Repairman's rate of pay in accordance with the 9/27/2007 Agreement. The November 1st effective date is due to the previous Phase II class graduating on October 24th and the new class to begin in November.
- 4-New position.
- 5-Newly Certified Welders after successful completion of the Welder's Training Program must remain certified and remain in a Welder's position for fifteen (15) months from the date of certification as per the 8/4/08 Agreement.

Phase I Carmen Training Wage Progression

(For Carmen Trainees Only promoted from INCUMBENT CAMs)

New Hire Wage Progressions for CAMs Only

1st	240	Days of Compensated Service	70%
2nd	240	Days of Compensated Service	75%
3rd	240	Days of Compensated Service	80%
4th	240	Days of Compensated Service	85%
5th	240	Days of Compensated Service	90%
6th	240	Days of Compensated Service	95%
After	1,440	Days of Compensated Service	100%

Prior company service counts toward wage progression.

Phase I	
Entrance Rate	88%
After 3 Mos.	90%
After 5 More	92%
Completion of Program	100%

Percentage of the prevailing basic car repairman hourly rate of pay.

DEFINITION OF A NEW CAR REPAIRMAN

After the 9/27/07 Agreement, anyone qualifying as a Car Repairman who is not an INCUMBENT CAM (CAMs hired prior to the 9/27/07 Agreement) shall be defined as a NEW CAR REPAIRMAN.

NEW CAR REPAIRMAN HIRED AFTER 9/27/07 PROGRESSION

1st 365 calendar days (including Phase I)	80%
2nd 365 calendar days	90%
After 730 calendar days	100%

Car Repairman Field Training Journeyman

A Car Repairman (Car Repairman, Federal Inspectors and/or Welders as per M of E/H.R.) chosen as a Field Training Journeyman will receive for each day he/she is directed to instruct and evaluate trainees, one hour at the straight-time rate of pay as per the 7/25/08 agreement effective 7/28/08. When the Carrier requires that the Field Training Journeyman complete an evaluation form supplied by the Carrier, the one-hour payment will be made when evaluations are completed, to the satisfaction of the Carrier. A Car Repairman Field Training Journeyman will only receive the one-hour rate of pay in addition to their regular compensation when they have Phase I Trainees assigned to them.

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