

# **AGREEMENT**

*Entered into by and between*

**THE LONG ISLAND RAIL ROAD COMPANY**

*and*

**MAINTENANCE OF WAY EMPLOYEES**

*Represented by*

**UNITED TRANSPORTATION UNION  
LOCAL 29**

**RULES UPDATED THROUGH**

**OCTOBER 31, 2009**

*including*

**MEDIATION AGREEMENT OF  
DECEMBER 6, 2007**

AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

MAINTENANCE OF WAY EMPLOYEES

Represented by

UNITED TRANSPORTATION UNION  
LOCAL 29

RULES UPDATED THROUGH

October 31, 2009

including

MEDIATION AGREEMENT OF  
DECEMBER 6, 2007

and

Rates of Pay Effective

January 1, 2006; January 1, 2007;  
January 1, 2008; January 1, 2009

## MASTER INDEX

<u>Subject</u>	<u>Page</u>
Absorbing Overtime -- (Rule 31) .....	19
Accepting Positions Under Other Agreements -- (Rule 46).....	29
Advertisement Of And Assignment To Positions -- (Rule 8).....	8
Advertisements and Notices of Award - Copy To -- (Rule 15(c)).....	10
Americans With Disabilities Act -- (Rule 42A) .....	26
Appeals - Claims -- (Rule 38).....	23
Appeals - Discipline -- (Rule 36).....	22
Application For Employment -- (Rule 6) .....	7
Application For Former Position Vacated -- (Rule 15(b)).....	10
Appointment To Official Or Supervisory Positions - Retention Of Seniority -- (Rule 18(c)) .....	11
Assignment To Higher Or Lower Rated Positions -- (Rule 32) .....	19
Assignment To Positions -- (Rule 17).....	11
Attending Court -- (Rule 41).....	24
Attending Investigations -- (Rule 40).....	24
Bereavement Allowance -- (Rule 57).....	37
Bulletined Position -- (Rule 15(a)) .....	10
Calls & Protect Service -- (Rule 30) .....	18
Check Cashing -- (Rule 49(c)).....	31
Claims For Compensation - Time Limit For Filing -- (Rule 38) .....	23
Code 7 -- (Appendix C) .....	48
Compulsory Retirement -- (Rule 60).....	38
Contracting Out Exceptions.....	3
Days Referred To - Meaning Of -- (Rule 2).....	6
Definitions .....	1
Definitions of Expressions <i>Positions</i> and <i>Work</i> -- (Rule 1(b)).....	6
Demonstration OF Ability To Perform Duties Of Position -- (Rule 17(c)(d)) .....	11
Differential -- (Rule 48(c)).....	31
Discipline -- (Rule 36).....	22
Displaced From Temporary Position Or Vacancy -- (Rule 13) .....	10
Displacement, Physical -- (Rule 14).....	10
Domestic Partner Coverage -- (Rule 58).....	38
Emergency Force Reduction -- (Rule 43(f)).....	28
Entrance Rates - New Employees -- (Rule 48(b)) .....	31
Equipment, Tools -- (Rule 50).....	33
Established Positions -- (Rule 48(d)).....	31
Examinations - Physical & Others -- (Rule 42) .....	24
Exceptions.....	3
Failure To Qualify -- (Rule 15).....	10
Failure To Return To Service After Notification -- (Rule 45).....	29
Force Reduction -- (Rule 43).....	28
Foreman Duties -- (Rule 12).....	10
Foreman-Track Patrol Functions -- (Rule 12A) .....	10
Forty Hour Week -- (Rule 1).....	6
Forty Hour Week - Five Day Positions -- (Rule 1(c)).....	6
Forty Hour Week - Regular Relief Assignments -- (Rule 1(f)) .....	6
Forty Hour Week - Seven Day Positions -- (Rule 1(e)).....	6
Forty Hour Week - Six Day Positions -- (Rule 1(d)).....	6
Foul Weather Gear -- (Rule 52).....	33
Grievance Other Than Discipline -- (Rule 39) .....	24
Grievance Procedure -- (Rule 38) .....	23
Headquarters -- (Rule 7) .....	8
Health & Welfare Benefits -- (Rule 58).....	37
Holidays - Work Performed On Specified Holidays -- (Rule 28) .....	17
Hours Constituting A Day -- (Rule 3).....	6
Hours, Variable -- (Rule 33) .....	19
Incidental Work -- (Rule 26A).....	14
Increase In Force - Other Than Track Workers -- (Rule 44(c)) .....	29
Increase In Force - Track Workers -- (Rule 44(a)(b)).....	28, 29

<b>Subject</b>	<b>Page</b>
Injuries - Operation Of Motor Vehicles -- (Rule 61)	38
Jurisdiction Of Work Disputes, Resolution Of -- (Rule 39)	24
Jury Duty -- (Rule 56)	37
Leave Of Absence -- (Rule 25)	14
Meal Period - Meal Allowance -- (Rule 5)	7
Moratorium Clause -- (Rule 65)	40
Newly Hired Employees Rates Of Pay -- (Rule 48(b))	31
Notice Of Change -- (Rule 64)	39
Operation Of Motor Vehicles - Injuries -- (Rule 61)	38
Overtime -- (Rule 27)	17
Panel Of Doctors -- (Rule 42(c))	24
Parka -- (Rule 52(b))	33
Paycheck Cashing -- (Rule 49(c))	31
Paying Employees -- (Rule 49(a))	31
Payroll Data -- (Rule 49(b))	31
Pension Plan -- (Rule 59)	38
Personal History File -- (Rule 37)	23
Personal Leave -- (Rule 55)	36
Physical Displacement -- (Rule 14)	10
Physical Examinations & Others -- (Rule 42)	24
Placement Of Incapacitated Employees -- (Rule 16)	11
Preference For Overtime Work -- (Rule 29)	18
Probationary Period -- (Rule 6)	7
Promotions -- (Rule 18(e))	11
Protect Service On Holidays Or On The Employee's Assigned Rest Days -- (Rule 30(d)(e))	19
Qualifications For Positions -- (Rule 17(b))	11
Qualify, Failure To -- (Rule 15)	10
Rain Gear -- (Rule 52(a))	33
Rain, Working In -- (Rule 52(d))	33
Rates Of Pay -- (Rule 48)	31
Rates, Entrance - New Employees -- (Rule 48(b))	31
Reduction In Force - Retaining Rank On Roster -- (Rule 43)	28
Release For Union Business - Shop Stewards -- (Rule 19(c))	12
Relief Foremen B & B Positions -- (Rule 9(d))	9
Relief Positions - Advertisements Of Awards When No Bids Received -- (Rule 9(a))	9
Relief Positions - Assignments -- (Rule 9)	9
Relief Positions - Track Worker -- (Rule 9(b))	9
Resolution Of Jurisdiction Of Work Disputes -- (Rule 39)	24
Rest Days - Non-Consecutive -- (Rule 1(g))	6
Restricted Duty -- (Rule 42)	24
Retention Of Seniority -- (Rule 18(c))	11
Retirement, Compulsory -- (Rule 60)	38
Returning To Duty From Sickness, Leave Of Absence, Etc. -- (Rule 26)	14
Rosters -- (Rule 21)	13
Safety Gear -- (Rule 52(h))	34
Safety Rule -- (Rule 35)	20
Safety Shoes -- (Rule 52(g))	34
Scope	1
Seniority -- (Rule 18)	11
Seniority - Date Of -- (Rule 23)	13
Seniority - Retention Of - Appointment To Official Or Supervisory Position -- (Rule 18(c))	11
Seniority - Shop Stewards -- (Rule 19)	12
Seniority Districts -- (Rule 20)	12
Seniority Roster - Welding Plant -- (Rule 22)	13
Seniority Rosters -- (Rule 21)	13
Seniority, Exercise Of -- (Rule 18(b))	11
Seniority, Failure To Qualify -- (Rule 18(d))	11
Seniority, Transfers & Promotions -- (Rule 18(d))	11
Shift Differential -- (Rule 48(c))	31
Shop Stewards, Seniority -- (Rule 19)	12

<b><u>Subject</u></b>	<b><u>Page</u></b>
Sick Leave Allowance -- (Rule 54).....	35
Stabilization Of Force -- (Rule 47).....	29
Starting And Ending Time -- (Rule 4).....	7
Stoves -- (Rule 51).....	33
Surfacing - Track Foremen Who Perform -- (Rule 12A).....	10
Teams, Two-Member -- (Rule 24).....	14
Temporary Assignment In The Assistant Foreman's Class -- (Rule 11).....	9
Temporary Positions, Method Of Filling -- (Rule 10).....	9
Tools -- (Rule 50).....	33
Track Foremen Who Perform Surfacing -- (Rule 12A).....	10
Track Patrol, Foreman Functions -- (Rule 12A).....	10
Training - B&B Foreman Program -- (Rule 62).....	39
Training - CDL License Reimbursement -- (Rule 62).....	39
Training - Crane Operator -- (Rule 62).....	39
Training - Limited Class 1, N.Y. State Motor Vehicle License -- (Rule 62).....	39
Training - Track Foreman Program -- (Rule 62).....	39
Training - Track Foremen Seniority -- (Rule 62).....	39
Transfers & Promotions, Failure To Qualify -- (Rule 18(d)).....	11
Trauma Leave -- (Rule 55A).....	37
Two - Member Teams -- (Rule 24).....	14
Union Shop And Check-Off Agreements -- (Rule 63).....	39
Vacancies, Method Of Filling Temporary Positions -- (Rule 10).....	9
Vacations -- (Rule 53).....	34
Variable Hours - Employees Assigned To Duty Requiring Variable Hours -- (Rule 33).....	19
Wage Progression -- (Rule 48).....	31
Waiting Or Traveling By Direction Of Carrier -- (Rule 34).....	19
Work & Positions, Definition Of -- (Rule 1(b)).....	6
Working In The Rain -- (Rule 52(d)).....	33
Workweek, Beginning Of -- (Rule 1(g)(5)).....	6

**APPENDIX LISTINGS**

	<u>Page</u>
Appendix A	
Rate Chart	
(Referred to in Rule 48), .....	84
Appendix B	
Sick Leave Allowance	
Agreement of August 15, 1968, As Amended (Up to and including January 21, 1987	
And including Agreements Effective December 18, 2003, December 6, 2007,	
And Letter Agreement of April 30, 1996)	
(Referred to in Rule 54), .....	42
Appendix B-1	
March 22, 1993 E. L. Garb Letter to E. Yule	
Regarding Mediation Agreement of November 11, 1982, .....	47
Appendix C	
Code 7 - Conferences, Local Committeemen	
Letter Agreement of February 27, 1990, .....	48
Appendix D	
Jurisdictional Disputes	
Agreement of January 21, 1987	
(Referred to in Rule 39), .....	50
Appendix E-1	
Track Foreman's Training Program	
Agreement of May 10, 1979	
(Referred to in Rule 62), .....	52
Appendix E-1A	
Track Foreman's Training Program	
Addendum Agreement of January 17, 1984, .....	54
Appendix E-2	
B&B Foreman's Training Program	
Agreement of September 29, 1998	
(Referred to in Rule 62), .....	55
Appendix E-3	
Training Program - Limited Class 1 NYS Motor Vehicle License	
Letter Agreement of March 19, 1981	
(Referred to in Rule 62), .....	58
Appendix E-4	
Career Opportunity In Block Operator & Engine Service Crafts	
Letter Agreement of October 17, 1979, .....	59
Appendix F	
Special Duty Positions For Track Geometry Vehicle	
Agreement of July 15, 1980, .....	60
Appendix G	
Working Zones Of Maintenance Of Way Department	
(Referred to in Rule 20), .....	61

	<u>Page</u>
Appendix H-1	
Foreman - Track Patrol	
Agreement of July 17, 1998	
(Referred to in Rule 12), .....	63
Appendix H-2	
Track Foremen Who Perform Surfacing	
Agreement of June 15, 1998	
(Referred to in Rule 12), .....	64
Appendix I	
Interpretation of Rule 10	
Agreement of April 27, 1999	
(Referred to in Rule 10), .....	65
Appendix J-1	
Union Shop Agreement	
Agreement of January 20, 1967	
(Referred to in Rule 63), .....	66
Appendix J-2	
Check-Off Agreement	
Agreement of January 20, 1967	
(Referred to in Rule 63), .....	69
Appendix K	
Panelized Switch/Track Division Agreement	
Letter Agreement of February 20, 2002	
As amended by Letter Agreements of February 11, 2004, and March 11, 2004, .....	73
Appendix L	
Crane Operators Training	
Letter Agreement of September 12, 2002, .....	77
Appendix M	
MW Repairman Technician	
Letter Agreement of March 19, 2004, .....	79
Appendix N	
Definition Of Regular Wages	
Agreement of December 6, 2007, .....	80
Appendix O	
Agreement Concerning MW Repair Shop	
Agreement of October 19, 2007, .....	81

## DEFINITIONS

Where the term "the 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.

## SCOPE

These Rules, subject to the exceptions hereinafter set forth, shall constitute the Agreement between The Long Island Rail Road Company and its employees, represented by the United Transportation Union, Local 29, of the classifications herein set forth (and hereafter this Agreement for the sake of convenience shall be referred to as "the Agreement") engaged in work generally recognized as Maintenance of Way work, such as, inspection, construction, repairs and maintenance of water facilities, bridges, culverts, buildings and other structures, tracks, fences and roadbed, and work which as of January 1, 1975 (as amended up to and including Mediation Agreement dated December 6, 2007), was being performed by these employees:

- Assistant Crane Engineer-All Cranes
- Boom Truck (MW Utility Worker)
- Crane Engineer-Road/Rail Cranes
- Crane Engineer-Railbound Cranes
- Engineer Work Equipment-A
- Engineer Work Equipment-B
- High Rail Boom (MW Utility Worker)
- MW Repairman Technician
- MW Utility Highwayman
- MW Utility Worker
- MW Utility Worker-Boom Truck
- MW Utility Worker-Boom Jet/Vac Truck
- MW Utility High Rail Boom
- MW Utility High Rail Boom/Dump Truck
- Machine Operator-A
- Machine Operator-B
- Measurement Operator (Chief)
- Track Patroller (FRA Qualifications)
- Trackworker-A
- Trackworker-B\*
- Trafficman
- Watchman
- Watchman Highwayman (Crossing)
- Welder
- Welder-Flash Butt
- Welder-Structural Arc
- Foreman-Track Patrol
- Foreman-Track Surfacing
- Foreman-Entrance
- Foreman-6 Months
- Foreman-2<sup>nd</sup> Year
- Foreman-3<sup>rd</sup> Year
- Assistant Foreman A-Entrance
- Assistant Foreman A-6 Months
- Assistant Foreman A-2<sup>nd</sup> Year
- Assistant Foreman A-3<sup>rd</sup> Year
- Assistant Foreman B-Entrance
- Assistant Foreman B-6 Months
- Assistant Foreman B-2<sup>nd</sup> Year
- Assistant Foreman B-3<sup>rd</sup> Year
- Measurement Operator-Entrance
- Measurement Operator-6 Months
- Measurement Operator-2<sup>nd</sup> Year



Measurement Operator-3<sup>rd</sup> Year  
Inspector B&B  
MW Mechanic  
Mechanic B&B  
Mechanic B&B Driver  
Mechanic B&B Helper  
Signwriter  
Welder – Structural Arc  
Foreman B&B-Entrance  
Foreman B&B-6 Months  
Foreman B&B-2<sup>nd</sup> Year  
Foreman B&B-3<sup>rd</sup> Year

Panelized Switch/Track Division (PES)

Track Foreman-PES  
MWU-High Rail Grappler-PES  
MWU-Crew Van-PES  
MWU-Bus-PES  
Engineer Work Equipment-PES  
Engineer Work Equipment B-PES  
Machine Operator A-PES  
Machine Operator B-PES  
Trackworker-PES  
MW Repairman-PES  
Track Welder-PES

\*This designation is assigned to Track Workers performing landscaping and/or cleanup duties.

## EXCEPTIONS

These Rules shall apply to all positions, classifications, or work in the Engineering Department, irrespective of supervisory jurisdiction, for which rates of pay have been established or may be established by agreement between the Carrier and the United Transportation Union, Local 29. Work coming under the jurisdiction of The Long Island Rail Road Company covered by this Agreement shall not be contracted except by agreement between the Highest Designated Officer of the Carrier and the General Chairman or designated representative of Local 29.

The exceptions are:

(1) In "emergencies" such as fires, floods, heavy snow, etc.

(2) When one or more of the following conditions is present:

(a) The required time of completion of the work cannot be met with the skills, personnel, or equipment available on the property or,

(b) Such work cannot be performed by the Carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed.

(c-1) Before contracting out capital project work, the Carrier shall notify the Union in writing of its intent to do so. Such notice shall contain a description of the work involved and the reason for contracting out such work.

(c-2) If the Union wants to challenge Carrier's determination, it must, within ten (10) calendar days of receipt of the above notification, so advise the Highest Designated Officer of the Carrier assigned to handle disputes arising out of the terms of the Agreement of the Union's intent to protest the Carrier's determination.

(c-3) Thereafter, the dispute will be promptly submitted to a Special Board of Adjustment, which Board shall be required to conduct an expedited de novo hearing and then render an award within thirty (30) calendar days of the date of hearings.

If the Special Board of Adjustment decision is that the Carrier may properly contract out work that was in dispute, the Carrier will include in mailings of any bid notifications, the names of contracting firms who have previously indicated through the Union a desire they receive copy of such bid notifications.

**Note:** No employees will be furloughed during the period that such contracted work is being performed.

SECTION I

Working Conditions

<u>Subject</u>	<u>Page</u>
Advertisement Of And Assignment To Positions -- (Rule 8), .....	8
Advertisements and Notices of Awards, Copy To -- (Rule 15(c)), .....	10
Application For Employment -- (Rule 6), .....	7
Application For Former Position Vacated -- (Rule 15(b)), .....	10
Assignment To Positions -- (Rule 17), .....	11
Days Referred To - Meaning Of -- (Rule 2), .....	6
Demonstration Of Ability To Perform Duties Of Position -- (Rule 17(c)(d)), .....	11
Displaced From Temporary Position Or Vacancy -- (Rule 13), .....	10
Displacement, Physical -- (Rule 14), .....	10
Failure To Qualify -- (Rule 15), .....	10
Foreman - Track Patrol Functions -- (Rule 12A), .....	10
Foreman Duties -- (Rule 12), .....	10
Forty Hour Week -- (Rule 1), .....	6
Forty Hour Week - Beginning Of Workweek -- (Rule 1(g)(5)), .....	6
Forty Hour Week - Definition Of Expressions Positions & Work -- (Rule 1(b)), .....	6
Forty Hour Week - Five Day Positions -- (Rule 1(c)), .....	6
Forty Hour Week - Non-Consecutive Rest Days -- (Rule 1(g)), .....	6
Forty Hour Week - Regular Relief Assignments -- (Rule 1(f)), .....	6
Forty Hour Week - Seven Day Positions -- (Rule 1(e)), .....	6
Forty Hour Week - Six Day Positions -- (Rule 1(d)), .....	6
Headquarters -- (Rule 7), .....	8
Hours Constituting A Day -- (Rule 3), .....	6
Incidental Work Rule -- (Rule 26A), .....	14
Leave Of Absence -- (Rule 25), .....	14
Meal Period - Meal Allowance -- (Rule 5), .....	7
Physical Displacement -- (Rule 14), .....	10
Placement Of Incapacitated Employees -- (Rule 16), .....	11
Promotions -- (Rule 18(e)), .....	11
Qualifications For Positions -- (Rule 17(b)), .....	11
Release For Union Business - Shop Stewards -- (Rule 19(c)), .....	12
Relief Positions - Advertisements Of - Awards When No Bids Received -- (Rule 9(a)), .....	9
Relief Positions - Assignments -- (Rule 9), .....	9
Relief Positions - Track Worker -- (Rule 9(b)), .....	9
Returning To Duty From Sickness, Leave Of Absence, Etc. -- (Rule 26), .....	14
Seniority -- (Rule 18), .....	11
Seniority - Date Of -- (Rule 23), .....	13
Seniority - Exercise Of -- (Rule 18(b)), .....	11
Seniority - Failure To Qualify, Transfers & Promotions -- (Rule 18(d)), .....	11
Seniority - Retention Of Seniority	
Appointment To Official Or Supervisory Position -- (Rule 18(c)), .....	11
Seniority - Shop Stewards -- (Rule 19), .....	12
Seniority Districts -- (Rule 20), .....	12
Seniority Roster - Welding Plant -- (Rule 22), .....	13
Seniority Rosters -- (Rule 21), .....	13
Shop Stewards, Seniority -- (Rule 19), .....	12
Starting And Ending Time -- (Rule 4), .....	7
Temporary Assignment In The Assistant Foreman's Class -- (Rule 11), .....	9
Temporary Positions, Method Of Filling -- (Rule 10), .....	9
Track Patrol, Foreman Functions -- (Rule 12A), .....	10
Transfers & Promotions, Failure To Qualify -- (Rule 18(d)), .....	11

**Subject**

**Page**

Two-Member Teams -- (*Rule 24*), ..... 14  
Vacancies, Filling Temporary -- (*Rule 10*), ..... 9

**RULE 1**  
**Forty Hour Week**

(a) The Carrier will establish for all employees a workweek of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7). The workweek may be staggered in accordance with the Carrier's operational requirements, with Saturday being considered a regular workday. So far as practicable the days off shall be Saturday and Sunday. The foregoing workweek is subject to the following provisions of this Rule.

**Definitions of Expressions "Positions" and "Work" Used in This Agreement**

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

**Five Day Positions**

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

**Six Day Positions**

(d) Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday, or Sunday and Monday.

**Seven Day Positions**

(e) On positions which are filled seven (7) days per week, any two (2) consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

**Regular Relief Assignments**

(f) Except as otherwise provided in this Agreement, all possible regular relief assignments with five (5) days of work and two (2) 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, under this Agreement, on other days as may be assigned.

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

**Non-Consecutive Rest Days**

(g) The typical workweek will be one with two (2) consecutive days off. When an operating problem exists which affects the consecutiveness of the rest days of positions or assignments covered by paragraphs (d), (e), and (f) of this Rule, the following procedure shall be used:

(1) All possible regular relief assignments shall be established pursuant to paragraph (f) of this Rule.

(2) If consecutive rest days cannot be established in accordance with the foregoing, then some of the relief employees may be given non-consecutive rest days.

(3) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.

(4) If the parties are in disagreement over the necessity of splitting the rest days on any such assignment, the Carrier may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under the Rules Agreement, and in such proceedings the burden will be on the Carrier to prove that the operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

(5) The term "workweek" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven (7) consecutive days, starting with Monday.

This Rule shall not be construed as restricting or prohibiting changes in the number employed based on the requirements of service.

**RULE 2**  
**Days Referred To-Meaning Of**

The days referred to in this Agreement mean calendar days.

**RULE 3**  
**Hours Constituting A Day**

Except as provided in Rule 33, eight (8) consecutive hours, worked or held for duty, shall constitute a day.

**RULE 4**  
**Starting And Ending Time**

(a) Time of employees, except those covered by Rule 33, will start and end at their advertised headquarters. Carrier shall designate the starting time for all employees. Starting time for B&B and Section Gangs will, unless otherwise agreed, be between 6:00 A.M. and 8:00 A.M.

(b) When as a result of heavy maintenance work being programmed, Carrier is required to designate a new starting time for employees, excluding Section and B&B Gangs, of more than eight hours from that of their assigned tour of duty, such change will require not less than 36 hours advance notice not to include holidays or relief days to the employees affected thereby.

New assignments created thereby, will, unless otherwise agreed to, be of not less than three weeks duration.

No time claims or grievances will be filed account any such change in assignment(s) working in the territory of the above excluded gangs.

(c) The parties agree to establish a pick system in accordance with the employee's seniority and thereby eliminate the present physical displacement of position; however, such system must provide that all jobs will be filled in advance before the expected date of the commencement of the new assignment(s).

The affected employees will be given notification of change and its duration which may be made by telephone and the employee will be allowed only one pick of an assignment, which is to be made at the time of such notification.

(d) Carrier may establish either a two trick operation or an operation whereby one trick relieves another.

(e) When a trick or tour of duty is required on other than daylight hours, Saturday will be designated as one of the rest days on the assignment involved in which circumstances Sunday will be considered as a regular workday.

(f) Daylight Saving Time when in effect shall apply.

**Lateness Due to Interruption of Service**

(g) Employees reporting late for duty at the Holban/Hillside area because of an interruption of service on The Long Island Rail Road shall suffer no loss of pay provided:

(1) The train used is scheduled to arrive at Jamaica Station at least 12 minutes in advance of their "proper eastbound train" which stops at Holban/Hillside Employee Station.

(2) The "proper eastbound train" used is scheduled to arrive at Holban/Hillside Employee Station in sufficient time to allow the employee to report to his/her duty location ready to perform work at the starting time of his/her assignment.

(3) The employee must make every effort to report to work at the earliest time possible.

**RULE 5**  
**Meal Period-Meal Allowance**

(a) A paid meal period of 30 minutes will be allowed between the beginning of the third hour and the ending of the sixth hour.

(b) Employees shall not be required to work more than six hours after their first meal period without being furnished meals by the Carrier. Subsequent meal periods will be allowed at five-hour intervals. The second and subsequent meals shall be furnished by the Carrier.

(c) The Carrier will provide a meal allowance of \$8.00 to an employee after he/she has performed two consecutive hours overtime immediately following his/her regular work assignment and for any subsequent meal period will be provided with a meal allowance of \$5.00. This will not be paid in addition to present meal allowances nor will it alter present meal arrangements where they now exist.

**RULE 6**  
**Application For Employment**

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

(b) Employees who furnish false information on their applications for employment may be dropped from 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 36.

**RULE 7**  
**Headquarters**

Carrier may designate the points at which all employees, including gangs, shall report for duty. Carrier may, in lieu of using permanent structures, furnish camp cars or mobile trailers as headquarters for employees at such locations.

When Carrier designates a different reporting location for a gang(s), such employees affected thereby may exercise their seniority. This should be done by telephone using the pick system. They shall be given not less than 36 hours advance notice, not including holidays or relief days, and notification of same shall also be given to the General Chairman.

If there be a dispute as to whether there should be a specified number of headquarters and their locations, such dispute will be forthwith submitted to an Arbitration Board established pursuant to the provisions of the Railway Labor Act.

**RULE 8**  
**Advertisement Of And Assignment To Positions**

(a) All positions and vacancies will be advertised within thirty days previous to or within five days following the dates they occur, except that temporary vacancies need not be advertised until the expiration of thirty days from the dates they occur.

Effective December 8, 1994: In accordance with established procedure, advertisements (bulletins) shall be posted every seven (7) days.

(b) Advertisement will show whether the positions or vacancies are of a permanent or temporary nature and will be posted for a period of seven days at the headquarters of the gangs in the sub-department of employees entitled to consideration in filling the positions, during which time an employee may file his/her application.

(c) Application for new position or vacancy advertised under this Rule must be prepared on Form CT-88, with receipt attached thereto, properly filled out, and filed with the official whose name appears on the advertisement, who will detach receipt, sign, and return same to the applicant.

(d) Awards will be made and bulletin announcing the name of the successful applicant will be posted within seven days after the close of the advertisement.

This Rule shall not be construed so as to require the placing of employees on their awarded positions when properly qualified employees are not available at the time to fill their places, but physical transfers must be made within ten days.

(e) An advertisement may be canceled within seven days from the date advertisement is posted.

(f) An employee who desires to withdraw his/her bid or application for an advertised position or vacancy must file his/her request, in writing, with the official whose name appears on the advertisement within seven days from the date the advertisement is posted.

(g) The assignment of an employee to position of Inspector in the Bridge and Building Department to temporarily oversee work being performed by an outside contractor, and the filling of vacancies created by such assignment will not be subject to the provisions of Rule 8(a); and the filling of such assignment and resultant temporary vacancies will not be advertised even though they may extend over a period of more than thirty (30) days.

Employees temporarily assigned will be subject to displacement by senior qualified employees. Employees who are displaced from the assigned positions will return to their former positions.

An employee desiring to exercise seniority on an Inspector position must notify the Engineer of Structures Maintenance not less than twenty-four (24) hours in advance of the starting time of such position.

(h) When it is deemed necessary, during the course of Bridge and Building construction work on The Long Island Rail Road, to assign an employee to perform the service covered by the following paragraphs (1) and (2), a Bridge and Building Inspector will be assigned in accordance with the provisions of this Agreement.

(1) To protect the Railroad and see that no unsafe conditions develop when an agreed-upon contractor is working on or about the right-of-way performing work that would normally accrue to Bridge and Building Mechanics.

(2) An employee assigned as Bridge and Building Inspector under the terms of this Agreement may be required to check stringers, trestles, etc., and perform incidental service in connection therewith.

**RULE 9**  
**Relief Positions-Assignments**

**Relief Positions**  
**Advertisements - Awards**  
**When No Bids Received**

(a) Relief assignments will be advertised to employees in the class. No bids being received, these positions will be awarded first to qualified furloughed Maintenance of Way employees, following which the work may be awarded to qualified employees of other departments.

**Relief Positions-Track Worker**

(b) Positions of "Track Worker-Relief" may be established, the duties of which will be to work as relief on certain positions and, when not so engaged, to work as Track Worker with the gang to which assigned.

(c) Track Worker-Relief and/or relief assignments of less than five days per week may be established by agreement between the General Chairman and the Chief Engineer. Employees filling such relief assignments will be paid the rate of the position filled. Track Worker-Relief positions will be advertised to Track Worker and an employee filling such a position, so far as his/her seniority is concerned, will be considered as a Track Worker, and in reduction of forces can only be displaced by a senior Track Worker.

**Relief Foremen B & B Positions**

(d) Two positions of Relief Foreman shall be established in the Bridge and Building Department for the purpose of covering all vacancies, sickness and injuries, personal leave, jury duty and military leave.

When no vacancy is available, Relief Foremen shall work at the direction of Engineer-Structural Maintenance.

**NOTE:** No additional compensation for travel time will be allowed employees awarded relief or Track Worker-Relief positions.

**RULE 10**  
**Method Of Filling Temporary Positions And Vacancies**

(a) A position or vacancy may be filled temporarily pending assignment. When new positions or vacancies occur the senior qualified available employees will be given preference, whether working in a lower rated position or in the same grade or class pending advertisement and award.

The word senior as used in this paragraph (a) means, first, senior in the class in which the assignment is to be made and, thereafter, in the lower classes, respectively, in the same group in the order in which the classes appear on the seniority roster.

(b) An employee so assigned may be displaced by a senior qualified employee working in a lower rated position or in the same grade or class, provided displacement is made prior to the starting time of the assigned tour of duty, by notice to the foreman or other officer in charge. The latter employee will not be subject to displacement from such temporary assignment.

The word senior as used in this paragraph (b) means either senior in the class in which assignment has been made or senior in the highest class, in the same group in which the employee assigned holds seniority.

(c) Employees temporarily assigned in accordance with the foregoing will be governed by the starting time, headquarters, tour of duty and rate of pay of the position so filled.

The provisions of this paragraph (c) apply only when positions are filled by Carrier in accordance with paragraph (a) of this Rule, and when an employee in the exercise of seniority displaces a junior employee.

The provisions of this paragraph (c) do not apply to employees assigned by the Carrier to fill vacancies or new positions pending assignment after they have expressed a desire not to be so assigned.

(d) Temporary vacancies which are not advertised will be filled according to letter agreement dated April 27, 1999 attached as Appendix I.

**RULE 11**  
**Temporary Assignment In The Assistant Foreman's Class**

Employees assigned to fill vacancies of Assistant Foremen or Foremen, but who hold no seniority on such rosters, will be granted the benefit of accruing all time spent in filling such temporary assignments toward fulfilling time-frame periods required to satisfy step-rate increases.

Such time will be recorded for vacancies of two or more days; however, no record will be maintained for one-day vacancies.

Employees directed to act in the capacity of foreman who do not hold seniority on the Foremen's roster shall be paid the entry level rate of the position to which assigned.



**RULE 12**  
**Foreman Duties**

This Rule prohibits foremen in the exercise of their duties to perform work belonging to the Mechanics' Craft, except that a foreman may perform a small amount of manual work to correct or instruct employees under his/her supervision, to demonstrate new techniques and in cases of bona fide emergency.

**RULE 12A**  
**Foreman-Track Patrol Functions**

The Agreement of July 17, 1998, providing for Track Patrol functions in an effort to improve the quality of track inspection and repairs is attached as Appendix H-1.

**Track Foremen Who Perform Surfacing**

The Agreement of June 15, 1998, providing for the duties and training of Track Foremen who perform surfacing is attached as Appendix H-2.

**RULE 13**  
**Displaced From Temporary Position Or Vacancy**

(a) An employee displaced from an advertised temporary position or vacancy may within ten days after being displaced exercise seniority to obtain an advertised temporary position or vacancy, or return to his/her regular position. If his/her regular position has been abolished, or filled by a senior employee in the exercise of seniority in reduction of force, he/she may exercise seniority in accordance with Rule 20.

(b) An employee assigned to temporary service may, when released, return to the position from which taken without loss of seniority; in the event the position from which he/she was taken has been permanently filled by a senior employee in the exercise of seniority during his/her absence, he/she may exercise his/her seniority in accordance with the provisions of Rule 20.

**RULE 14**  
**Physical Displacement**

The terms "displace" or "displaced," as used in this Agreement, mean physical displacement of the position. An employee shall not be considered as being displaced until actually relieved by an employee exercising seniority to obtain the position.

**RULE 15**  
**Failure To Qualify**

**Bulletined Position**

(a) An employee awarded an advertised position, and failing to qualify within a reasonable time not exceeding thirty days, will retain his/her seniority and may bid on any advertised position thereafter, but may not displace any regularly assigned employee.

**Application For Former Position Vacated**

(b) When an employee bids for and is awarded a permanent position, his/her former permanent position will be declared vacant and advertised. Such employee cannot make application for position he/she had just vacated unless he/she has been affected by a force reduction or the position is vacated by the employee who filled the vacancy; he/she may then make application and his/her application will be considered.

**Advertisements and Notices of Award-Copy To**

(c) Copy of all advertisements and notice of awards or abolishments of positions covered by these Rules will be furnished the duly-accredited representative.

**RULE 16**  
**Placement Of Incapacitated Employees**

Subject to mutual understanding, in writing, between the Highest Appeals Officer and duly-accredited representative, in filling positions that can be taken by disabled employees, preference will be given to such employees who are capable of performing the service.

A disabled employee so placed may be compensated at the rate of the position to which assigned and cannot bid for advertised positions or vacancies.

Positions while occupied by such disabled employees will not be subject to the seniority or advertising rules.

An employee displaced in the application of this Rule shall exercise seniority in accordance with Rule 20.

**RULE 17**  
**Assignment To Positions**

(a) In the assignment of employees to positions under this Agreement, qualifications being sufficient, seniority shall govern.

The word "seniority" as used in this Rule means, first, seniority in the class in which the assignment is to be made, and thereafter, in the lower classes respectively in the same group in the order in which they appear on the seniority roster.

**Qualifications For Positions**

(b) The Carrier will establish qualifications for the various classes of employees, and employees in making application for an advertised position or vacancy, or in the exercise of seniority, will be required to take appropriate examinations, and perform actual demonstrations of their abilities in order to determine their qualifications. The UTU will be notified in advance, and, if they desire, may be present to observe that the examinations are conducted fairly.

Qualifying exams will be given subsequent to advertisement of positions. The sole exception will be any agreed upon school. This paragraph in no way applies to the mandated requalifying exams.

(c) An employee who satisfactorily demonstrates his/her ability to perform the duties of the position for which he/she is being tested shall have same recorded by Carrier. Notifications will also be made to employee and Union.

It is understood that should a representative of the UTU elect to attend said examination, the representative's attendance thereat shall be at no cost to Carrier. Should the Union representative fail to appear at appointed time and place, however, Carrier will conduct the examination as scheduled.

(d) If the employee is dissatisfied with the Carrier's determination, he/she may appeal said determination in accordance with the procedures set forth in Rules 38 and 39.

**RULE 18**  
**Seniority**

(a) Seniority begins at the time the employee's pay starts. An employee assigned to a position of higher class than Track Worker will begin to earn seniority in such higher class and lower classes on the same seniority roster in which he/she has not previously acquired seniority from the date first awarded an advertised position in such higher class. He/She will retain and accumulate seniority in the lower class from which assigned. An employee entering service in a class above that of Track Worker will acquire seniority in that class from date assigned to an advertised position and will establish seniority as of the same date in all lower classes on the same seniority roster.

**Seniority-Exercise Of**

(b) Except as provided in Rules 10, 16, 18c, 18d, and 26, an employee may exercise his/her seniority only in case of a vacancy, new position, force reduction or demotion for cause.

**Retention of Seniority - Appointment to Official or Supervisory Positions**

(c) An employee possessing seniority under the provisions of this Agreement now filling or hereafter appointed to a position which is not now subject to the application or exercise of seniority under the provisions of this or any other Agreement shall retain and continue to accumulate seniority in the class or classes in which he/she held seniority under this Agreement, prior to such appointment; and provided he/she reports for duty within thirty days after release from such position, he/she may exercise seniority in accordance with the provisions of Rule 26.

**Failure To Qualify, Transfers & Promotions**

(d) An employee transferred or promoted at the insistence of the Carrier and failing to qualify within thirty days may return to his/her former position without loss of seniority, or exercise seniority in accordance with the provisions of Rule 20.

**Promotions**

(e) Employees will be given consideration for appropriate promotions and career opportunities. Employees desiring such consideration should furnish the Chief Engineer with a summary (resume) of their qualifications.

Additionally, the Human Resources Division will invite employees to participate in a "skills inventory" program as soon as it is developed. This program will enable employees interested in consideration for promotion to provide updated data on their qualifications, and to have it in position to be reviewed as appropriate positions become available.

## **RULE 19 Shop Stewards**

### **Seniority**

(a) Shop Stewards during their tenure as shop stewards shall be granted preferred seniority in the exercise of seniority within their craft and class for the purpose of displacement from and attainment of advertised positions. Shop Stewards are not permitted to select daily assignments ahead of other employees based upon their status as shop stewards.

(b)(1) When it becomes necessary to call a group of five or more employees to work as a group or gang, outside of and not continuous with regular work assignments, a shop steward must be called as a working member of the group regardless of the seniority standing of the steward. The five employees identified above do not include employees assigned to the Foreman or Assistant Foreman class.

(2) Failure of the shop steward called to respond or refusal to respond will abrogate Carrier's obligation to call a shop steward as provided in (b)(1) of this Rule.

(3) The shop steward called need not be a regular member of the gang or assigned on a regular basis to the location where the overtime work is to be performed but will be the closest available shop steward. However, Carrier will endeavor to call the shop steward usually and customarily assigned to the gang and/or work location where the overtime service is to be performed.

(4) The shop steward responding to the overtime call is subject to perform service to the same extent as the other employees called. The steward shall not interfere with or disrupt the work in progress. In the event the steward questions any condition of the work as a violation of the collective bargaining agreement, he/she shall bring to the attention of the individual assigned as in charge of the gang his/her observations. In the event a disagreement as to the violation exists, the work shall continue as directed; and the dispute shall be addressed through the grievance procedure.

(5) All other rules of the Agreement shall remain in full force and effect as to the shop steward's service during such overtime calls.

(6) This Rule will not pertain to overtime work which is continuous or in advance of regular work assignments, except to the extent that a shop steward is present with the gang at the time overtime work is to be performed or will continue to work into the regular work period without leaving the gang or location, he/she shall be retained or called when five or more employees other than foreman or assistant foreman are so utilized.

### **Release For Union Business**

(c) Upon specific authorization and reasonable advance notification by Local 29, UTU shop stewards will be released from their work assignments to handle on-property union business. The Local agrees to furnish such advance notification to the Assistant Chief Engineer-MW and the Engineer-Structures, respectively, regarding affected shop stewards assigned to their respective work areas.

## **RULE 20 Seniority Districts-Working Zones**

(a) The Long Island Rail Road shall be one seniority district.

(b) The exercise of seniority by employees is confined to the sub-department in which employed, namely, Bridge and Building, Track, except employees in each of the following groups in the seniority district will be considered in the same seniority class irrespective of the sub-department in which employed:

M.W. Mechanic

Engineer-Work Equipment

Machine Operator-Work Equipment

Welder-(Manganese, Oxyacetylene, Electric Arc-Structural, Electric Arc-Track)

Sign Writer

M.W. Utility Worker

An employee from any class covered by this Agreement, who is awarded an equal or higher rated position in any of the foregoing classes, shall acquire seniority in the class to which transferred from the date awarded an advertised position therein. He/She shall retain and accumulate seniority in the class from which transferred. In the event of displacement in reduction of force, he/she may elect to take furlough or exercise seniority. In the event he/she elects to exercise seniority he/she must exhaust seniority in the class in which employed and successively in the lower classes on the same seniority roster, as provided in Rule 43, before he/she may exercise seniority in any other class on another seniority roster in which he/she has seniority.

(c) An employee in any of the foregoing classes who is awarded an equal or higher rated position in any other class covered by this Agreement will acquire seniority in the class to which transferred from the date awarded an advertised position therein. He/She shall retain and accumulate seniority in the class from which transferred. In the event of displacement in reduction of force he/she may elect to take furlough or exercise seniority. In the event he/she elects to exercise seniority he/she must exhaust seniority in the class in which employed and successively in lower classes on the same seniority roster as provided in Rule 43 before he/she may exercise seniority in any other class on another seniority roster in which he/she has seniority.

(d) Seniority is not interchangeable between crafts or classes.

(e) In accordance with provisions of Rule 20 the working zones on the Long Island Rail Road for employees covered herein are established in Appendix G.

## **RULE 21**

### **Seniority Rosters**

(a) Seniority rosters will be prepared in March of each year and will be posted at the headquarters of the various employees interested.

(b) The names of Track Workers will not be shown on roster until they have been in service in excess of sixty (60) calendar days. Track Workers will not be considered as having been in service sixty (60) calendar days, until they have actually worked sixty (60) calendar days. Track Workers with less than sixty (60) calendar days service, laid off in reduction of force, who comply with provisions of Rule 43, will be given credit for actual number of worked days as trackmen. After having actually worked sixty (60) days, seniority of track worker will date from the first day which is counted in calculating sixty (60) days.

(c) An employee, or duly-accredited representative in behalf of the employee, will have sixty (60) days from date his/her name first appears on the roster to appeal, in writing, his/her roster date or relative standing thereon, except that in case of an employee off duty on leave of absence, furlough, sickness, vacation, disability or suspension at the time the roster is posted, this time limit will apply from the date employee returns to duty. If no appeal is taken within the sixty (60) day period, future appeals will not be entertained unless the employee's roster date or his/her relative standing is changed from that first posted. A note will be placed on each roster stating the time limit of appeal.

(d) Appeals on roster date or relative standing filed in accordance with the provisions of paragraph (c) of this Rule will be held until the time limit of appeal has expired, following which all such appeals will be handled jointly by the Chief Engineer and duly-accredited representative and correction notice posted.

(e) Copy of roster and correction notice will be furnished to the representatives of employees. Roster and correction notice will be signed by the Chief Engineer and duly-accredited representative.

## **RULE 22**

### **Seniority Roster-Welding Plant**

Employees who on May 20, 1980, are regularly assigned as Operator-Mechanics at the Welding Plant, will be placed on the roster in relative seniority standing as they now appear on the trackmen's roster, the older first.

Additions to the Operator-Mechanics-Welding Plant will be made by employees successfully exercising seniority by virtue of an award of an advertised position at the Welding Plant. Employees displaced from other positions in other classifications may not displace employees in the Operator-Mechanics' class unless they hold seniority in that class and are senior on the Operator-Mechanic's roster to the employee's position to which seniority is being exercised.

## **RULE 23**

### **Seniority-Date Of**

The order in which the names of employees who enter service on the same date and in the same class shall be shown on the seniority rosters based on the following:

1. Length of previous service in the same class.
2. Length of previous service in other classes covered by these Rules.
3. Length of previous service in position not covered by these Rules.
4. Ranked by lottery, i.e., when more than one employee is involved, the required number of envelopes will be prepared each containing a number from one up to the total number of employees; these employees will then each select an envelope and will be marked on the roster in accordance with the number selected.

**RULE 24**  
**Two-Member Teams**

(a) There shall be established, in the Chief Engineer's B&B Department, two-member unit teams to handle minor station repairs, i.e., replacement of doors, windows, door and window frames, interior and exterior trim, replacement of window glass, lay various types of floor tile, painting normally in connection with repairs made, operating automotive trucks incident to duties assigned and other such duties that may be required of a B&B mechanic.

(b) The two-member unit teams may be augmented during regular tour of duty, in order to accomplish specific jobs as may be required, but this would not be a regular practice.

(c) The two-member unit team neither will be augmented nor combined with other two-member units to be used for overtime work in lieu of a regular B&B gang.

(d) The employees awarded positions in the two-member unit teams will be called out under the provisions of the Agreement to make miscellaneous repairs as a unit or as an individual, so long as it is reasonably within the capacity of the employee or employees to do the work, and the material to be handled is such that it can be carried in the trucks normally used.

(e) The two-member unit team positions will be advertised in accordance with provisions of the scheduled Agreement and awarded to the senior qualified employees.

**RULE 25**  
**Leave Of Absence**

(a) An employee given a leave of absence will retain and accumulate seniority during the period of such leave of absence.

(b) Employees who are granted leaves of absence to serve as the accredited representatives of the United Transportation Union, Local 29, will:

1. Retain and continue to accumulate seniority in the classes or grades in which they have seniority at the time they were granted leave of absence to the same extent as would be the case if they were in active service.

2. Acquire and accumulate seniority in higher classes or grades in which advertised positions are awarded to junior employees due to the absence of the accredited representative on leave of absence.

(c) Except when his/her seniority is protected by an Agreement, in writing, between the Highest Appeals Officer and the duly accredited representative, an employee absent on leave who engages in outside employment shall automatically forfeit all seniority under this Agreement.

**RULE 26**  
**Returning To Duty From Sickness, Leave Of Absence, Etc.**

An employee returning to duty after leave of absence, sickness, disability, vacation or suspension shall within ten (10) days after reporting as ready for duty return to his/her former position or exercise seniority to any position advertised during his/her absence.

If, during the time an employee is off duty on account of leave of absence, sickness, disability, vacation or suspension, his/her former position is abolished or filled by a senior employee in the exercise of seniority, he/she may exercise seniority as outlined in Rule 20.

Employees displaced from their regular positions by the return of an employee from leave of absence, sickness, disability, vacation or suspension shall exercise seniority as outlined in Rule 20.

**RULE 26A**  
**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.

**SECTION II**

**Overtime, Calls, Work On Rest Days & Holidays**

<b><u>Subject</u></b>	<b><u>Page</u></b>
Absorbing Overtime - Suspension Of Work To Absorb Overtime -- (Rule 31), .....	19
Assignment To Higher Or Lower Rated Positions -- (Rule 32), .....	19
Calls & Protect Service -- (Rule 30), .....	18
Employees Worked More Than Five Days In A Workweek -- (Rule 27(d)), .....	17
Holidays -- (Rule 28), .....	17
Overtime -- (Rule 27), .....	17
Preference For Overtime Work -- (Rule 29), .....	18
Protect Service On Holidays Or On The Employee's Assigned Rest Days -- (Rule 30(d)(e)), .....	19
Safety Rule -- (Rule 35), .....	20
Time That May Be Utilized In Computing 40 Hours Per Week -- (Rule 27(e)), .....	17
Time Worked In Excess of 40 Straight Time Hours In Any Workweek -- (Rule 27(c)(f)), .....	17
Variable Hours - Employees Assigned To Duty Requiring Variable Hours -- (Rule 33), .....	19
Waiting Or Traveling By Direction Of Carrier -- (Rule 34), .....	19

**RULE 27  
Overtime**

Time worked in excess of eight hours shall be paid for as follows:

(a) Time worked preceding or following and continuous with a regularly assigned eight-hour work period shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen continuous hours of work.

(b) Where the assignments of Highway Crossing Watchmen provide for eight non-consecutive hours of work, divided into two or more periods of less than eight hours each, time worked outside of such work periods, but preceding or following and continuous with such work periods, shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen continuous hours of work.

**Time Worked In Excess of 40 Straight Time Hours In Any Workweek**

(c) Employees required in an emergency to work continuously from one regular work period into another commencing twenty-four hours from the starting time of the first work period shall continue to receive double time after sixteen continuous hours, until relieved from the emergency work, and pro-rata for the remainder of the time worked during the regular assigned work period in the event that they so desire to continue work.

**Employees Worked More Than Five (5) Days In A Workweek**

(d) Time worked in excess of 40 straight-time hours in any workweek shall be paid at time and one-half rates except where such work is performed by an employee due to moving from one assignment to another.

Employees worked more than five days in a workweek shall be paid at time and one-half rates for work on the sixth or seventh days of their workweeks except where such work is performed by an employee moving from one assignment to another.

**Time That May Be Utilized In Computing 40 Hours Per Week**

(e) 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, deadheading, 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.

Employees released from emergency work previous to the starting time of the next work period shall receive double time pay up to the starting time of the next work period unless released at least eight hours in advance of the said starting time.

(f) 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 the provisions hereof.

(g) Employees qualifying for double time payments as set out in Rule 27(f), and who report for duty on their second relief day in advance of their regularly bulletined tours of duty for the convenience of the Carrier, shall be considered to be performing service on their second relief day commencing at the time established as the start of their regular daily tours of duty.

Those employees meeting all of the contractual requirements for double time payments for work performed on their second day of rest will be entitled to be paid at double the basic straight time rate beginning at the time of their regularly bulletined tour. All time worked on their second day of rest prior to their normal reporting time will be paid at time and one half. This understanding is limited to payments pursuant to Rule 27(f) and (g).

For example, an employee reporting for work at 10 p.m. on their first day of rest, who works through their second day of rest to 1 p.m. would be paid at double time beginning at the time of their normal reporting time to 1 p.m., assuming they have met all of the other contractual requirements for double time payments.

**RULE 28  
Holidays-Work Performed On Specified Holidays**

(a) Regular employees shall receive eight (8) hours pay at the pro-rata rate of the position to which assigned for each of the following enumerated holidays:

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



when such holiday falls on a workday of the workweek of the individual employee.

(b) An employee shall qualify for holiday pay provided for in paragraph (a) of this Rule if compensation paid by the Carrier is credited to the workday immediately preceding and following such holiday. If the holiday falls on the last day of an 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.

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

(c) Compensation for work performed on any of the holidays identified in paragraph (a) of this Rule shall be paid at the rate of time and one-half for actual service performed with a minimum payment of two (2) hours and forty (40) minutes.

(d) When any of the above holidays falls on an employee's rest day other than Sunday, the employee's next scheduled workday shall be considered the holiday.

(e) When any of the above holidays falls on a Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday.

(f) 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.

(g) Newly hired employees will not be entitled to the following holidays in the first calendar year of employment:

1. Memorial Day
2. Independence Day
3. Thanksgiving Day
4. Vacation day established in lieu of Birthday holiday.

During the second calendar year of employment, employees will not be entitled to the following holidays:

1. Thanksgiving Day
2. Vacation day established in lieu of Birthday holiday

Newly hired employees who are not permitted to work on the above listed holidays due to his/her office or unit being closed or his/her office or unit staffing being reduced by the Carrier shall be permitted to use an available Personal Leave Day in order to be paid for the day at straight time rates. An employee who wishes to so use a personal leave day must advise the company at least five days prior to the holiday. A newly hired employee may in the first calendar year of employment use one of the two personal leave days due the employee in his/her second calendar year of employment. This provision shall not apply to employees who are required to work on the above listed holidays. In the third calendar year of employment, employees referred to in this paragraph (g) will be granted all holidays applicable to current employees, consistent with holiday rules in effect.

## **RULE 29**

### **Preference For Overtime Work**

Not more than three (3) employees residing at or near the headquarters may, if qualified and available, be given preference for overtime work, including calls, on work ordinarily and customarily performed by them. If, in the Carrier's opinion, additional employees are required to perform said overtime work, they will be called from the section wherein the overtime service is to be performed in seniority order.

The provisions of this Rule will not apply to such employees when the workweek is staggered in accordance with the provisions of Rule 1. Employees at work during their bulletined working hours may be used on other than their own Section in other than emergencies and may continue on such work until it is completed, without being considered as violating the seniority rights of employees assigned to the sections involved who are off duty on their regular assigned rest days.

However, when it is necessary to call employees for service in advance of bulletined working hours, or after men have been released from work commenced during bulletin hours, the same preference will be given on rest days as on other days to not more than three (3) employees residing at or near the headquarters, provided they are qualified and available for service. If, in the Carrier's opinion, additional employees are required to perform said overtime work, they will be called in seniority order.

## **RULE 30**

### **Calls And Protect Service**

(a) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and shall be paid a minimum of two (2) hours and forty (40) minutes at the rate of time and one-half. If held on duty longer than two hours they shall be paid at the rate

of time and one-half on the actual minute basis with double time computed on the actual minute basis after sixteen continuous hours of work.

(b) The time of employees so notified to report at a designated time to perform service outside of and not continuous with the regularly assigned working hours shall begin at the time required to report and end when released. The time of employees so called to perform such service immediately shall begin at the time called and end when they are released provided he/she reports for service within one hour of the time called.

**B&B Mechanics Called For Emergency Repairs**

(c)(1) B&B Mechanics called to perform service outside of and not continuous with their regular assignments for the purpose of making emergency repairs will, unless otherwise directed, report directly to the incident work location.

(2) Upon arrival at the work location, the mechanic will attempt to make necessary repairs consistent with the given situation.

(3) In the event the mechanic is unable to effectuate the repair, further instructions as to how the situation is to be handled will be requested by the mechanic from the Control Desk.

(4) Employees called to perform service under the provisions of this Rule will be paid under the provisions of the "Call Rule" and be provided a mileage allowance for actual mileage traveled in their personal automobile at the allowance rate established by Carrier policy effective on the date service is performed under these provisions.

**Protect Service On Holidays Or On The Employee's Assigned Rest Days**

(d) Employees required to report for Protect Service on holidays and assigned rest days shall be allowed a minimum of eight hours at the rate of time and one-half.

(e) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and within one hour of the time designated to report and shall be paid at the rate of time and one-half for a minimum of two hours. All service beyond two hours shall be paid at the rate of time and one-half on the actual minute basis with double time computed on the actual minute basis after sixteen continuous hours of work.

**RULE 31  
Absorbing Overtime**

An employee will not be required to suspend work, after starting any daily assigned working period, for the purpose of absorbing overtime.

**RULE 32  
Assignment To Higher Or Lower Rated Positions**

An employee may be temporarily or intermittently assigned to different classes of work within the range of his/her ability. In filling the position of an employee which pays a higher rate, he/she shall receive such rate for the time thus employed. If assigned to a lower rated position for reasons other than reduction in force or his/her request or fault, he/she will, except as provided in Rule 9, be paid the rate of his/her regular position.

**RULE 33  
Variable Hours  
Employees Assigned To Duty Requiring Variable Hours**

An employee assigned to duty requiring variable hours working on or traveling over an assigned territory and away from and out of reach of his/her regular boarding place shall be paid eight hours per day at pro-rata rate to cover services whether working, waiting, or traveling, but if called upon to perform service foreign to his/her assigned duties and outside of normal working hours will be compensated therefor. Reasonable actual expenses will be allowed.

**RULE 34  
Waiting Or Traveling By Direction Of Carrier**

Time required for traveling, by the direction of management, in Carrier-provided modes of transportation outside of the employee's regular assigned work hours will be paid for on an actual minute basis at the pro-rata rate.

(a) Travel time on work trains by employees assigned thereto will be paid for as working time.

(b) Employees traveling on a motor car, trailer or highway vehicle, who are required to operate, flag or move the car or trailer to or from the track, or handle the tools to and from such vehicles, shall be paid for time riding as time worked.

(c) As provided in Rule 30.

(d) An employee will not be allowed time while traveling in the exercise of seniority or between his/her home and designated assembling points, or for other personal reasons.

(e) Employees assigned and held responsible for bulldozers or other heavy machines being transported from one location to another will be paid for time riding as time worked.

**RULE 35**  
**Safety Rule**

To provide a means to assure adequate and on-going attention to the mutual concern for safety, the Chief Engineer, or his/her designated representative, will meet with the designated Organization representative on a regular basis as mutually determined by the parties to discuss problems, and implement programs such as periodic field inspections, special studies, etc.

**SECTION III**

**Discipline, Claims Or Grievances, Examinations,  
Attending Court Or Investigations,  
Personal History File**

<b><u>Subject</u></b>	<b><u>Page</u></b>
Attending Court -- (Rule 41), .....	24
Attending Investigations -- (Rule 40), .....	24
Claims For Compensation - Time Limit For Filing -- (Rule 38), .....	23
Discipline -- (Rule 36), .....	22
Examinations - Physical And Others -- (Rule 42), .....	24
Grievance - Other Than Discipline -- (Rule 39), .....	24
Grievance Procedure -- (Rule 38), .....	23
Personal History File -- (Rule 37), .....	23
Resolution of Jurisdiction of Work Disputes -- (Rule 39), .....	24

**RULE 36**  
**Discipline**

(a) Employees who have completed their probationary period of employment shall not be suspended or dismissed from service without a fair and impartial trial unless such employees shall accept such dismissal or other discipline in writing and waive formal trial. Such waiver must be made in the presence of a duly accredited representative of the Organization.

(b) The employees may be held out of service pending such investigation 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) An employee who is required to make a formal statement prior to the trial in connection with any matter which may eventuate in the application of discipline to any employee, may, if he/she desires to be represented, be accompanied by a representative of the United Transportation Union.

(d) In the event that the individual involved indicates that he/she does not desire representation, then the Union's representative will take no part in the proceedings except to observe that there is no violation of the Agreement.

(e) A copy of all statements taken in connection with disciplinary matters shall be furnished to the General Chairman of the United Transportation Union. An employee will be entitled to a copy of his/her own statement if signed by him/her.

(f) Employees shall be given at least seventy-two (72) hours written notice in advance of the trial, such notice to set forth the specific charge or charges against them. 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. The trial shall be held at a place to be designated by the Carrier within ten (10) calendar days of the date when notified of the offenses or held from service (subject to one postponement by each party not to exceed an additional ten (10) calendar days).

(g) If he/she desires to be represented at such trial, he/she may be accompanied by a representative of the United Transportation Union or a representative whom he/she has authorized, in writing, to represent him/her. The accused employee or his/her representative shall be permitted to question witnesses whose testimony is presented at the trial 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 no expense incident thereto shall be borne by the Railroad.

(h) A true copy of the trial record shall be given to the accused employee and the General Chairman of the United Transportation Union at the time the notice of discipline is served.

(i) If discipline is to be imposed following the trial, the employee to be disciplined shall be given written notice thereof by the Chief Engineer or his/her designated representative at least ten (10) calendar days prior to the date on which the discipline is to become effective, but not later than ten (10) calendar days following the trial, except that in cases involving dismissal, such dismissal may be made effective at any time after decision without advance notice. If the discipline to be applied is suspension, the time the employee is held out of service prior to the serving of the notice of discipline shall be applied against the period of suspension.

(j) Employees dissatisfied with the decisions of the Chief Engineer or his/her designated representative shall have the right to appeal either in person or through their duly accredited representative, to the highest designated officer of the Carrier, and a conference shall be granted, provided written request is made to such officer and copy furnished to the Chief Engineer or his/her designated representative within ten (10) calendar days of the receipt of the Chief Engineer or his/her designated representative's decision. Except in those instances involving dismissals, notices of appeal will serve to stay imposition of discipline until the issue has been otherwise finally adjudicated.

(k) A conference on the appeal shall be held between the Carrier's highest designated officer and the employees or their designated representative of the Organization within twenty (20) calendar days of the date of the appeal. A decision on the appeal shall be rendered within ten (10) calendar days of the date of conference.

(l) Employees dissatisfied with the decisions of the Carrier's highest designated officer shall have the right to appeal, either in person or through their duly accredited representative, to a Special Board of Adjustment or Public Law Board established pursuant to this Article, provided written request is made to the Carrier's highest designated officer within thirty (30) calendar days of the date of receipt of the highest designated officer's decision.

(m) Upon receipt of timely notification of an appeal, the Carrier's highest designated officer will, within ten (10) calendar days, arrange to docket the appeal for review by the Special Board of Adjustment or Public Law Board established pursuant to this Rule on the next first date such board is able to meet. Copy of all correspondence related to the docketing of such appeals shall be furnished the employee and the General Chairman of the Organization.

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

(o) Where the term "duly accredited representative" is used in this Article, it is understood to mean the General Chairman or a duly constituted member of the General and Local Committee of Adjustment of the United Transportation Union.

(p) Upon notification that there is a case to be docketed for a hearing before the Board, the Carrier will contact those persons selected or designated to serve on the Special Board of Adjustment or Public Law Board. The Carrier will contact each successive person on the list who does not then have a docket of cases, and who has not already served the requisite number of months on the board, to determine their availability to hear the new docket of cases within a period of time which is not to exceed thirty (30) calendar days from the date they are being contacted.

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

#### **RULE 37 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 38 Claims For Compensation Time Limit For Filing**

(a) A claim for compensation alleged to be due may be made only by an employee, or on his/her behalf, by a duly accredited representative and must be presented in writing, to the Principal Engineer-Structural Maintenance or Principal Engineer-Track not later than sixty (60) calendar days from the date of the occurrence upon which the claim is based.

(b) If claims are not made within the time limit specified in the foregoing paragraph (a), they shall not be entertained or allowed.

(c) When claims for compensation alleged to be due have been presented in accordance with the foregoing paragraph (a) and are not allowed, the employee and his/her representative shall be notified to this effect, in writing, within sixty (60) calendar days from the date the claims were presented. When not so notified within the sixty (60) calendar days, the claim 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.

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

(e) Once appealed in accordance with paragraph (d), a hearing must be granted within thirty (30) days.

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

When a claim for compensation handled in accordance with paragraph (d) and (e) of this Rule is not allowed, the highest officer designated by the Carrier shall render his/her decision, in writing, within thirty (30) calendar days of the appeal conference. When not so notified within the thirty (30) calendar days, the claim 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.

(g) The decision by the highest officer designated by the Railroad to handle claims shall be final and binding, unless within six (6) months from the date of said officer's decision proceedings for the final disposition of the claim are instituted by the employee or his/her duly authorized representative before the National Railroad Adjustment Board or a local board of adjustment that has been agreed to by the parties hereto. It is understood, however, that the parties may, by written agreement in any particular case, extend the six (6) month period herein referred to.

**RULE 39**  
**Grievance Other Than Discipline**

When it is considered that an injustice has been done with respect to any matter other than discipline, the employee affected or the duly accredited representative, on his/her behalf, may within fifteen (15) days present his/her case in writing to the Chief Engineer. In the case of claims for compensation alleged to be due, the time limits specified in Rule 38 shall be observed.

**Resolution of Jurisdiction of Work Disputes**

The Agreement of January 21, 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.

**RULE 40**  
**Attending Investigations**

Employees required to report for investigation immediately after having finished, or just prior to reporting for work, will, if found not guilty, be allowed continuous time at their regular straight time rate. If required to attend investigations at any other than the above-mentioned times, except when under pay, they will, if found not guilty, be compensated in accordance with Rule 30. This Rule also applies to employees required to attend investigations as witnesses.

**RULE 41**  
**Attending Court**

(a) An employee required to attend court by direction of the Carrier on any day shall be paid eight (8) hours at the straight time rate.

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

**RULE 42**  
**Examinations-Physical And Others**

(a) When examinations are required by the Carrier, arrangements shall be made to take them without loss of time except:

(1) Examinations required of an employee returning from furlough or from absence caused by sickness or disability need not be given during the employee's tour of duty.

(2) 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.

(3) Employees required to take examinations, other than those covered by paragraphs (a)(1) and (2) of this Rule outside the hours of their regular tours of duty will be paid therefor under the provisions of Rules 27 or 30, whichever is applicable.

(b) The Carrier agrees to provide a copy of the medical form (AR3 or AR3A) to the employee at the conclusion of the visit to the company medical facility.

**Panel Of Doctors**

(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 (2-18-74) shall continue to apply.

In the event a dispute arises as to the ability of the employee to return to duty, a 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 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 County 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. The employee will bear the full cost of any expenses of his/her own doctor.

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 this Article, 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 a 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 10<sup>th</sup>. Employee "B" – who runs out of sick leave and requests restricted duty assignment is cleared for restricted duty work on June 15<sup>th</sup>. 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 42A**  
**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.

**SECTION IV**

**Accepting Positions Under Other Agreements,  
Failure To Return To Service After Notification, Reduction In Force,  
Increase In Force, Stabilization Of Force**

<b><u>Subject</u></b>	<b><u>Page</u></b>
Accepting Positions Under Other Agreements -- (Rule 46), .....	29
Failure To Return To Service After Notification -- (Rule 45), .....	29
Increase In Force - Other Than Track Workers -- (Rule 44(c)), .....	29
Increase In Force - Track Workers -- (Rule 44(a)(b)), .....	28, 29
Reduction In Force -- (Rule 43), .....	28
Reduction In Force - Emergency Force Reduction -- (Rule 43(f)), .....	28
Reduction In Force - Retaining Rank On Roster -- (Rule 43(d)(e)), .....	28
Stabilization Of Force -- (Rule 47), .....	29

**RULE 43**  
**Reduction In Force**

(a) When forces are reduced or positions abolished, employees will be given not less than thirty-six (36) hours advance notice and a bulletin shall be promptly posted identifying the positions to be abolished. All abolishments shall be effective at the close of the employee's tour of duty.

(b) When force is reduced, employees affected shall have the right, within ten (10) days (effective February 28, 1996: three [3] days) after the effective date of such reduction, to elect to take furlough or to exercise seniority to displace junior employees assigned to an advertised position, prior to the starting time of the assigned tour of duty, in accordance with the following provisions of this Rule.

During the ten (10) day (effective February 28, 1996: three [3] day) period after the effective date of such reduction, the displaced employee will be used as an extra employee until such time as he/she either elects to take furlough or exercises seniority in accordance with this Rule.

An employee displaced from a position in B&B, Track Projects, Track Construction or Right-of-Way in Working Zones A-1 or B-2 will be used in either of those zones; and an employee displaced from a position in Working Zones C-3 or D-4 will be used in either of those zones. The employee will receive the rate of pay of the job from which he/she was displaced during this period.

An employee displaced from a position in Track (other than those listed above) will be used in the same zone as the position from which he/she was displaced. The employee will receive the rate of pay of the job from which he/she was displaced during this period.

An employee displaced in reduction of force who elects to exercise seniority must exhaust seniority in the class in which employed and successively in lower classes shown on the same seniority roster. An employee who fails to exhaust seniority in any class before exercising seniority in a lower class forfeits seniority in the class in which he/she fails to exhaust seniority and in all classes of higher rank, except:

Employees after exhausting seniority in a class in a working zone established in accordance with Rule 20, may exercise seniority in the next lower class on the same seniority roster in such working zone without exhausting seniority in higher classes in other working zones.

(1) Employees of the Engineering Department whose positions are abolished, including those displaced in the exercise of seniority, may upon request be placed on positions in seniority order in the same working zone which are pending advertisement.

(2) An employee who is awarded an advertised permanent position while assigned to such temporary position shall be considered as having exercised his/her seniority as provided in Rule 20.

(3) An employee who is not awarded a permanent position shall at the end of the temporary assignment be governed by Rule 43. The ten (10) day (effective February 28, 1996: three [3] day) time limit specified in Rule 43 shall apply from the termination of the temporary assignment.

(c) An employee laid off as the result of reduction of force, desiring to retain his/her seniority, must within ten (10) days (effective February 28, 1996: three [3] days) from the date laid off, file his/her name and address, in writing, with the Chief Engineer and thereafter must maintain his/her current home address on file at all times. The employee will prepare three copies of such notice, retaining one copy and filing two copies with the officer referred to. One copy of such notice will be forwarded by the Carrier to the duly-accredited representative.

The requirement for filing name and address will not apply to an employee who exercises seniority in reduction of force to another position covered by this Agreement.

**Retaining Rank On Roster**

(d) An employee out of service in reduction of force two years who desires to retain his/her seniority must notify the proper officer, in writing, within thirty (30) days prior to the expiration of such two years, of his/her desire to be recalled to service when forces are increased and must continue to do so thereafter each year not later than February 1st. The employee will prepare three copies of such notice, retaining one copy and filing two copies with the office referred to. One copy of such notice will be forwarded by the Carrier to the duly-accredited representative.

(e) An employee who fails to comply with the provisions of paragraphs (c) and (d) of this Rule will forfeit his/her seniority and his/her name will be removed from the seniority roster.

**Emergency Force Reduction**

(f) In the event of a strike or work stoppage affecting the operations or business of the Carrier, no advance notice shall be necessary to abolish positions or make force reduction.

**RULE 44**  
**Increase In Force**

**Track Workers**

(a) When the number of track workers is increased, furloughed track workers previously employed, who have complied with Rule 43 will be recalled for service in seniority order.

(b) Track workers in active service may exercise seniority to displace a junior track worker within ten (10) days after the date such junior track worker starts to work. Employees desiring to exercise seniority as outlined above must notify Track or Production Supervisor not less than twenty-four (24) hours in advance of the starting time of the gang in which he/she desires to make his/her placement.

#### **Other Than Track Workers**

(c) When forces are increased in classes other than the track worker class, employees who, due to reduction in force, are working in lower classes or are out of service and who have complied with Rule 20 will be recalled for service in seniority order.

### **RULE 45**

#### **Failure To Return To Service After Notification**

An employee who fails to return to service within ten (10) days from date notification has been mailed to his/her last recorded address (in accordance with Rule 44) for a position or vacancy of thirty (30) days or more duration will forfeit all seniority under this Agreement. Forfeiture of seniority under this Rule will not apply:

(a) When an employee, within thirty (30) days from date of notification of recall, furnishes evidence satisfactory to the officer signatory to notification that failure to respond within ten (10) days was due to conditions beyond his/her control. Such evidence will be made available to the duly-accredited representative.

(b) To an employee when the position or vacancy to be filled is in a working zone other than the one from which such employee was laid off and a qualified employee is available in the working zone in which the vacancy exists.

(c) To an employee who has seniority only on one roster and who elected to take furlough under the provisions of Rule 43. Such an employee will forfeit seniority in the class from which he/she elected to take furlough and in all higher classes appearing on the same roster.

(d) To an employee who possesses seniority on two or more rosters and who elected to take furlough under the provisions of Rule 43. Such employee will forfeit seniority in the class to which he/she fails to accept recall and all higher classes appearing on the same roster but will retain seniority on all other rosters on which he/she possesses seniority.

### **RULE 46**

#### **Accepting Positions Under Other Agreements**

Except as provided in Rule 18, and except for furloughed employees, an employee coming within the Scope of this Agreement who accepts a position coming within the Scope of any other agreement for more than fifteen (15) days in a calendar year without having his/her seniority protected by an agreement, in writing, between the Carrier and duly accredited representative, will forfeit all seniority under this Agreement.

### **RULE 47**

#### **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.

Employees hired prior to January 1, 1998, who become subject to furlough shall, in lieu of such furlough, be given alternative employment with the Carrier.

The Carrier agrees to have an Officer or his/her designated representative confer with the accredited representative of the 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 force" as used herein shall not be construed to mean that the Carrier may abolish positions in one sub-division of craft or class to establish a position in another 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.

SECTION V

Rates Of Pay, Shift Differentials,  
Entrance Rate-New Employees,  
Paying Employees

<u>Subject</u>	<u>Page</u>
Check Cashing -- (Rule 49(c)), .....	31
Entrance Rates - New Employees -- (Rule 48(b)), .....	31
Established Positions -- (Rule 48(d)), .....	31
Paying Employees -- (Rule 49(a)), .....	31
Payroll Data -- (Rule 49(b)), .....	31
Rates Of Pay -- (Rule 48), .....	31
Shift Differential -- (Rule 48(c)), .....	31

**RULE 48**  
**Rates Of Pay, Differentials**

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

**Entrance Rates-New Employees**

(b) Effective January 31, 1987, for all employees hired thereafter, there will be a new hire entry progression as follows:

1st	365 calendar days	70%
2nd	365 calendar days	75%
3rd	365 calendar days	80%
4th	365 calendar days	85%
5th	365 calendar days	90%
After	1825 calendar days	100%

Employees of the Carrier who transfer into the craft after January 1, 1986, 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.

**Shift Differential**

(c)(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.

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 shift differential rates shall be increased by the 1999-2002 wage increases (Ex. – If the December 31, 1984, differential rate was \$1.00, then effective January 1, 1999, the differential rate will be \$1.02, etc.).

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

(2) Employees in a new hire progression will receive a pro-rata share of the differential as shown in Appendix A.

(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 49**  
**Paying Employees**

(a) Employees shall receive their paychecks during their regular working hours, in accordance with the existing State Laws. Paychecks will contain an itemized record of all deductions from employee's earnings.

**Payroll Data**

(b) 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.

**Check Cashing**

(c) The agreement is amended to provide an additional 30 minutes off during an employee's workday in order for an employee to cash his/her paycheck. The 30-minute break shall not be provided:

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

**SECTION VI**

**Benefits**

<b><u>Subject</u></b>	<b><u>Page</u></b>
Bereavement Allowance -- (Rule 57), .....	37
Compulsory Retirement -- (Rule 60), .....	38
Domestic Partner Coverage -- (Rule 58), .....	38
Foul Weather Gear -- (Rule 52), .....	33
Health & Welfare Benefits -- (Rule 58), .....	37
Jury Duty -- (Rule 56), .....	37
Moratorium Clause -- (Rule 65), .....	40
Notice Of Change -- (Rule 64), .....	39
Operation Of Motor Vehicles Injuries -- (Rule 61), .....	38
Parkas -- (Rule 52(b)), .....	33
Pension Plan -- (Rule 59), .....	38
Personal Leave -- (Rule 55), .....	36
Rain Gear -- (Rule 52(a)), .....	33
Safety Gear -- (Rule 52(h)), .....	34
Safety Shoes -- (Rule 52(g)), .....	34
Sick Leave Allowance -- (Rule 54), .....	35
Stoves -- (Rule 51), .....	33
Tools -- (Rule 50), .....	33
Training - B&B Foreman Program -- (Rule 62), .....	39
Training - CDL License Reimbursement -- (Rule 62), .....	39
Training - Crane Operator -- (Rule 62), .....	39
Training - Limited Class 1, N.Y. State Motor Vehicle License -- (Rule 62), .....	39
Training - Track Foreman Program -- (Rule 62), .....	39
Training - Track Foremen Seniority -- (Rule 62), .....	39
Trauma Leave -- (Rule 55A), .....	37
Union Shop And Check - Off Agreements -- (Rule 63), .....	39
Vacations -- (Rule 53), .....	34

**RULE 50**  
**Tools**

The Carrier will furnish employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workers.

An annual tool allowance of \$45.00 will be paid to each M/W mechanic and B&B employee in active service as of December 31 each year.

**RULE 51**  
**Stoves**

Crossing guards' watch-boxes and section tool houses will be equipped with stoves, except where other heating facilities are made available to employees, and fires will be permitted when the weather is cold or inclement.

**RULE 52**  
**Rain Gear, Parkas, Work Gloves,**  
**Working In The Rain,**  
**Safety Shoes, Safety Gear**

(a) (1) Each employee will be furnished a complete set of rain gear, consisting of a rain suit and boots, and will be personally responsible for its care and protection. Employees are not expected to rely on the safety of Carrier facilities and are personally responsible for security of rain gear.

(2) An employee will be required to replace any lost or stolen gear through the Carrier at the employee's personal expense.

(3) Rain gear which is damaged or worn-out will be adequately repaired or replaced by the Carrier at no cost to the employee provided the worn-out or damaged article is returned to the Carrier prior to the issuance of a replacement article.

(b) 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.

(c) The Carrier will expand its issuance of work gloves to all employees covered by this Agreement. Employees will be provided with gloves two times per year.

**Working In The Rain**

(d) (1) Effective September 1, 1991, an option will be granted to the employees at the beginning of each tour of duty when rain is falling at the work site.

Employees opting not to work under such conditions will be granted two hours pay at the straight time rate of pay then in effect and released from service with no further payment for the remainder of that tour; such release will not be considered a "check out" or "A/U."

Employees who opt to remain at work will be required to work during periods of rain.

Should rain begin during the tour of duty, employees will be required to work except during periods of heavy rain. However, should an emergency condition exist current practices will apply. Determination of heavy rain shall be the responsibility of the Foreman at the job locations unless a supervisor or management employee is at the job location at which time the determination shall be made by the supervisor or manager after consulting with the Foreman. In the event a dispute arises as a result of the determination, the affected employees may cease work. An employee who has refused to work will not be paid for the time which he/she has not rendered service nor will this action be considered a "check out" or "A/U." Employees who have been denied pay as a result of the aforementioned may submit a grievance in accordance with the applicable rule(s) set forth in the agreement. In the event it is determined that conditions were such as to prevent employees from working, any employee denied pay on that day will be made whole for all lost wages.

(e) Employees assigned to work during periods of rain in electrified areas are assured that power will be removed from electrified rails on the track which work is to be performed, or utilize rubber insulating mats, except in emergency conditions consistent with current practices. In work areas where track cars are utilized, the third rail will be de-energized on the track occupied by the track cars. Electrical power will only be removed from the adjacent third rail when the third rail of an operating track is directly opposite the running rail of the track being worked on; for example, the siding at Wyandanch. Foremen will be issued testers for the purpose of confirming the removal of electrical power and will thereafter be responsible for the care and protection of the testers.

(f) Employees will not be required to operate electrically powered tools during periods of rain. For the purpose of this rule battery powered tools are not considered electrically powered tools.



### Safety Shoes, Safety Gear

(g) 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.

(h) (1) 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.)

(2) Any safety gear issued by the Company upon becoming unwearable or broken must be turned in to 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.

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

### RULE 53 Vacations

Employees covered by this Agreement shall be granted vacations with pay, in accordance with the Vacation Agreement of December 17, 1941, and all subsequent amendments thereto.

(a) 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.

(b) 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 one hundred (100) days during the preceding calendar year and who has completed five (5) qualifying years of continuous service.

(c) 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 one hundred (100) days during the preceding calendar year and who has completed ten (10) qualifying years of continuous service.

(d) 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 one hundred (100) days during the preceding calendar year and who has completed fifteen (15) or more qualifying years of continuous service.

In the event an employee described in (b), (c), (d) or (h) of this Rule renders less than 100 days of compensated service his/her entitlement shall be calculated as follows:

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

One hundred 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.

(e) One additional day's vacation will be granted each employee as specified in Rule 28(f).

(f) 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.

(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 no 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/her return. In the event such an employee does not return to service in the following year for the same Carrier, he/she will be compensated in lieu of the vacation he/she has qualified for, provided he/she files written request therefor to the employing officer, a copy of such request to be furnished to his/her local or general chairman.

(i) The vacation provided for in this Rule shall be considered to have been earned when the employee has qualified under the existing Agreement. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop

agreement, or failure to return after furlough, he/she shall at the time of such termination be granted full vacation pay earned up to the time he/she leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified under the existing Agreement. 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/her estate, in that order of preference.

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

(k) Vacation periods as determined and scheduled at the time annual vacations are selected shall continue applicable for individual employees, notwithstanding the fact they may subsequently be members of track gangs other than the one to which they were assigned at the time of such vacation selections. Employees will be permitted up to five "splits" of weekly vacation time provided release of such employees for that vacation schedule will not interfere with the efficiency of operations as determined by the Carrier.

Should the Carrier determine it will not be able to permit an employee to continue to retain his/her selected vacation, as much advance notice as practicable will be afforded such employee.

(l) 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 not to include casual or unassigned overtime or amounts received from others 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.

(m) Employees who are part-time 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 54 Sick Leave Allowance**

The employees covered herein will be granted a sick leave allowance as set forth in the Sick Leave Agreement of August 15, 1968, (as amended, up to and including November 14, 2003) attached as Appendix B, subject also to the following provisions:

(a) Newly hired employees will be granted one (1) sick leave day after completion of each two (2) months of service during their first calendar year of employment. A month is defined within the current Sick Leave Agreement.

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

(c) 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.

(d) Current employees will be required to furnish medical proof acceptable to the Carrier for more than two consecutive days or for a third and subsequent sick leave absence consisting of a two-day period in a calendar year.

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

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

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

The employee at his/her option may have the first three (3) days paid and deducted as vacation or personal leave days provided the employee has such days accrued. If the employee has 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.

(f) No sick leave credits will be earned or accrued by employees engaged for temporary or seasonal employment; employees hired for summer work.

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

(h)(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 from the November 30, 1982 Mediation Agreement).

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 the 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 (h)(1) will not be included in pension calculations in any manner whatsoever.

(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 (h)(1) above.

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

## **RULE 55**

### **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 January 1, 1983, newly hired employees hired prior to September 1 in each year will be granted one (1) personal leave day in the calendar year of employment. Employees hired on or after September 1 will not be granted a personal leave day in the calendar year of employment.

(2) Employees referred to in paragraph (1) will be granted two (2) personal leave days during their second calendar year of employment.

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

(4) Employees who attain ten years but less than twenty years of service prior to September 1 each year will be granted four (4) personal leave days per calendar year consistent with Personal Leave Day rules currently in effect.

(5) Employees who attain twenty years but less than twenty-five years of service prior to September 1 each year will be granted five (5) personal leave days in each calendar year consistent with Personal Leave Day rules currently in effect.

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

(c) Personal leave days as granted herein shall not be taken in conjunction with vacation periods, 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.

Consecutive personal leave days may be granted at the discretion of the department head.

(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 Rule 55(e) is to assure that the employee's supervisor be adequately notified of his/her intended absence at least twenty-four 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 insure 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 55A  
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 56  
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 57  
Bereavement Allowance**

(a) Regularly assigned employees of the craft and class represented by the Organization signatory hereto shall be allowed time off from work during their workweek, without loss of wages to attend funeral services following the death of any member of the employee's immediate family.

(b) The maximum allowable time off during a workweek without loss of wages shall be three (3) days. Carrier's monetary liability shall be limited to actual wage loss at the basic day's pay at straight time and shall not include pay for loss of overtime or other increments to the employee's position while the employee is absent.

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

(d) For purposes of this Rule the term "immediate family" shall be defined and understood to mean:

1. Spouse, legal only, not to include divorced or legally separated persons.
2. Children, including Stepchildren.
3. Parents and Stepparents (current spouse of the employee's parent).
4. Sisters and Brothers.
5. Mother-in-law and Father-in-law.
6. Employee's Grandfather and Grandmother.
7. Employee's Grandchildren.

(e) In order to qualify for benefits under this Rule the employee must first submit satisfactory evidence of the death in his/her immediate family either by form prepared by Carrier or in the form of an attested certificate attesting to such death. The form of certificate which an employee must present as evidence to a death in the immediate family need not list the cause of death on such certificate.

(f) The benefits provided by this Rule shall not be coupled or used in conjunction with benefits provided by other agreements currently in effect between the parties, such as, sick leave, vacation, etc., for which the employee is being paid for time not worked.

(g) Any dispute arising out of an interpretation of this Rule shall be handled in the manner prescribed in the applicable rules agreement.

**RULE 58  
Health & 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. All restrictions and requirements as outlined in Carmen Rule 83 shall apply to the premium allowance. The retiree must show proof of insurance and the amount of the premium paid when required by the Company.

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, all payments and contributions for health and welfare purposes on behalf of M of W employees shall cease and terminate.

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 Carrier shall increase the Carrier-provided life insurance benefit from \$28,000 to \$100,000 for United Transportation Union (Maintenance of Way Employees) 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 Maintenance of Way employees.

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.

Health and Welfare benefits are set forth in a separate booklet.

#### **RULE 59 Pension Plan**

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

#### **RULE 60 Compulsory Retirement**

The compulsory retirement provision is null and void.

#### **RULE 61 Operation Of Motor Vehicles-Injuries**

In instances where employees of the Maintenance of Way 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.

**RULE 62**  
**Training**

The Carrier shall to the extent it determines necessary, provide pre-supervisory, supervisory and machine operator training for employees covered by this Agreement.

**Track Foreman Program**

The Track Foreman's Training Program signed May 10, 1979, is attached as Appendix E-1. The addendum Agreement of January 17, 1984, providing for Book of Rules periodic examinations for Foremen-Track Car Drivers is attached as Appendix E-1A.

**B&B Foreman Program**

The B&B Foreman's Training Program signed September 29, 1998, is attached as Appendix E-2.

**Track Foremen Seniority**

Effective December 8, 1994, employees who successfully complete the Track Foremen's Training Program shall have their names placed on the Track Foremen's roster. In the event two or more employees successfully complete the training program on the same date, their seniority ranking will be determined by their Trackmen's seniority date. Employees who successfully completed the Track Foremen's Training Program prior to the signing of this Agreement will also have their names placed on the Track Foremen's roster; seniority on the Track Foremen's roster will be determined by Trackmen's seniority in the event two or more employees successfully completed the program on the same date.

**Limited Class 1**

**New York State Motor Vehicle License**

The Training Program for the purpose of qualifying employees for a limited Class 1, New York State motor vehicle license, signed March 19, 1981, is attached as Appendix E-3.

**CDL License Reimbursement**

Effective December 8, 1994, employees who are required to possess a CDL license will be reimbursed for the difference between the cost of a regular driver's license and the required CDL license. Employees will be required to demonstrate proof of the cost of the license and shall be reimbursed via personal expense report. The aforementioned reimbursement will only apply to employees who obtain or renew their CDL licenses on or after December 8, 1994.

Effective February 22, 1999, Structural Welders in the Maintenance of Way Repair Shops are permitted to maintain the necessary CDL licenses and to drive company vehicles when required by the Carrier without additional compensation.

**Crane Operators Training**

The Crane Operators training, qualification and certification practices for the Maintenance of Way Department employees, signed September 12, 2002, is attached as Appendix L and is effective October 2, 2002.

**RULE 63**

**Union Shop And Check-Off**

The Union Shop Agreement and the Union Check-Off Agreement are attached as Appendices J-1 and J-2, respectively.

**RULE 64**

**Notice Of Change**

Should either the Carrier or the employees desire to change any or all of these Rules the party desiring to make the change shall notify the other party in writing of the desired change; and no change will be made except by mutual consent, until thirty (30) days after such notice has been given.

**RULE 65**  
**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 29, 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

### Sick Leave

Agreement dated August 15, 1968, as amended, (up to and including January 21, 1987 and including Agreements effective December 18, 2003, December 6, 2007, and Letter Agreement of April 30, 1996), covering Maintenance of Way 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 March 1, 1968, and on January 1st of each subsequent year thereafter.

The foregoing allowances shall not apply to summer employees.

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 year of employment, an employee will accrue an additional eight (8) 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.

**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** - No sick leave allowance will be granted in cases of absence due to indulgence in alcoholic liquors or narcotics.

**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, or for a third and subsequent sick leave absence consisting of a two-day period in a calendar year, must be accompanied by medical proof satisfactory to the Carrier and upon a form to be furnished by the Carrier, a doctor's statement on the reverse side of the sick leave form must include a true statement of the cause of the employee's absence from work, including the nature of 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 sick leave allowable under this Agreement. 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 subject to the terms and conditions hereinafter set forth:

	<b>Additional Days Per Sick Leave Year*</b>
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, 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 Sickness Act for absences due to illness or off-duty injury, credit will be taken by the Carrier for all such benefits regardless of the day that such benefits are payable. Such credit taken by the Carrier for the Railroad Retirement 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, then 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** - 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 be effective as of August 19, 1968 and 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 days remaining.

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

Sincerely,

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

\_\_\_\_\_  
/s/  
Michael J. Canino  
General Chairman  
United Transportation Union

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

**APPENDIX B-1**

March 22, 1993

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

Re: Mediation Agreement Dated 11/30/82

Dear Mr. Yule:

As a result of the recent conversations between us on the above-captioned subject, I wish to advise you that the Carrier still considers Roman Numeral IX, of the above-captioned Mediation Agreement, remaining as an effective and binding obligation in accordance with its terms.

I am advised that the Carrier has, for the past ten years, implemented the foregoing provisions in accordance with the understanding of the parties and without any grievances being filed. The Carrier will continue to implement Article IX as it has in the past, until and unless changed by virtue of any future collective bargaining between the parties.

Very truly yours,

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

## APPENDIX C

February 27, 1990

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

Dear Mr. Yule:

This has reference to your side bar letter signed by former President McIver on September 7, 1989, with regard to conferences between officials of the Long Island Rail Road and duly authorized local committee members.

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

Specifically, Carmen Rule 73 provides the following:

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

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

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

Carrier will apply the above criteria for duly authorized representatives that you designate with a cap to be calculated at two (2) hours/employee/year. This rule will be applicable to UTU Trainmen, Special Service Attendants, Maintenance of Way Supervisors and Maintenance of Way Employees. Carmen will continue to receive Code 7 payments consistent with their rule and practice and will not be part of this understanding.

The manpower count for each group will be the average Status One headcount for that group for the preceding year calculated by averaging the monthly totals for the group as displayed on the official company "Distribution of Represented Employees by Craft--Status One" as provided by the Department of Budgets and Financial Planning (copy attached). These reports will be provided to the UTU for its review. The subtotals for each group will be totaled to provide the overall number of days available to the UTU for Code 7 payments. These days may be used by the UTU for any group except Carmen. It is understood that for 1990 the daily cap calculated as stated above will be 465 days.

It is understood that the allocated Code 7 time as translated into dollars for each department is controlling and that all payments including overtime under Code 7 will be deducted from the dollar cap. The Code 7 days calculated for each group will be translated at the beginning of each year to a dollar cap at the Conductors' rate for Trainmen and Special Service Attendants and at composite rates for Maintenance of Way Supervisors and Maintenance of Way Employees. The calculation and caps for 1990 are attached. Any payments made in excess of these dollar caps will be made known to the UTU by the Carrier by the 30th day after the close of a calendar year and reimbursed by the UTU to the Carrier by the 60th day after the close of a calendar year. The Carrier will review the calculations of the dollar caps with the UTU. The UTU may shift dollars from one departmental cap to another on a quarterly basis.

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

It is understood that as much notice as practicable will be given when marking off for Code 7 service, specifically prior to the closing of the 10:30 a.m. Board for Passenger Trainmen, 8:00 p.m. Board for Road Freight and Yard Trainmen, and twenty-four (24) hours for Maintenance of Way, Special Service Attendants and Maintenance of Way Supervisors.

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

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

Duly authorized train service representatives off for Code 7 will be paid the Crew Book earnings of their assignment. Extra men and Freight Trainmen will be paid one fifth (1/5) of their previous week's earnings, exclusive of relief day, penalties or holiday compensation with a minimum of a basic day's pay at the Conductor's rate of pay. Special Service Attendants, Maintenance of Way Supervisors and Maintenance of Way Employees will be paid at the rate of pay of their assignments.

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

Very truly yours,

/s/ Basil J. Whiting  
Vice President-  
Human Resources

/s/ Edward Yule, Jr.  
General Chairman-UTU



## APPENDIX D

Attachment to Agreement of January 21, 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 workday which is not a weekend or holiday shall be the last day of that time period. The Carrier may, following the 90 days notice, implement its award of jurisdiction pending resolution of the dispute in accordance with this procedure without incurring any liability to any of the organizations.
15. Neither the Carrier nor the organizations shall exercise a right of self-help in connection with the matters subject to this Agreement.
16. This Agreement replaces all other jurisdictional dispute resolution provisions on the Long Island Rail Road, and all such provisions are abrogated.

**APPENDIX E-1**  
(Rule 62)

MEMO OF UNDERSTANDING  
TRACK FOREMAN'S TRAINING PROGRAM  
MAY 10, 1979

**Track Foreman's Training Program**

(A) It is the mutual intent of the Carrier and the Union to terminate the past practice of awarding positions of Foreman and Assistant Foreman to employees who are not "fully qualified" as defined in paragraph (B).

(B) In order to be considered "fully qualified," employees must successfully complete a Track Foreman's Training Program which consists of the following sections:

1. Book of Rules Familiarization.
2. Technical Skills.
3. Track Car Driver/Book of Rules.
4. Supervisory Skills.
5. Physical Characteristics.

(C) The Carrier recognizes its responsibility to underwrite a portion of this program and the Union recognizes the individual employee's responsibility to underwrite a portion of the training necessary for achievement of his personal career goals.

**Effective Date**

(A) Effective Friday, August 3, 1979, all Foremen and Assistant Foremen of Track must be "fully qualified" before: bidding, being awarded positions, and establishing seniority on rosters for the aforementioned classes.

(B) Employees currently on the Foreman and Assistant Foreman track rosters who are not "fully qualified" as defined in paragraph "B" (Page 1) will not be "disqualified" from their current position or class or be subject to the provisions of this Rule except that such employees when changing from Assistant Foreman to Foreman must be "fully qualified" in order to bid and be awarded a Foreman's position.

(C) In the event there are no "fully qualified" bidders for a position, the Carrier will assign personnel to cover this position while it is being rebid. If the employee assigned to cover the position is not currently on the roster of the position being covered, he will not establish any seniority on that roster until he becomes "fully qualified" and has bid and been awarded a position.

**Frequency of Training**

The Carrier will determine its needs for Track Foremen and periodically post a notice of all track department bulletin boards to advise employees that a Track Foreman's training program will commence.

**Acceptance Into Program**

Employees will request in writing to the Engineer of Track acceptance into the program. Acceptance will be granted on a seniority basis with the provision that an employee must have a minimum of three (3) years service in the LIRR track department, one (1) year of which must be in section gang work.

Upon being accepted into the Program, the employee will attend the following training sessions:

(1) Book of Rules Familiarization: This will consist of approximately 15 classroom hours scheduled at the Carrier's convenience outside normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday). Employees will attend without compensation or reimbursement of expenses from the Carrier. Carrier will provide instructional material and instruction without cost to employee. A final examination must be passed in order to remain in the program.

(2) Technical Skills: This will consist of 5 days (40 classroom hours) of instruction on technical aspects of track construction and maintenance. Classes will be held during the normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday). Employees will be released from normal work assignments and be compensated at the current basic rate of the position they hold. Carrier will provide all instructional handouts and instructor without cost to the employee. The final examination must be passed in order to remain in the program.

(3) Track Car Driver/Book of Rules: This will consist of 5 days (40 classroom hours) of instruction on the duties of a track car driver and Book of Rules qualification. Classes will be held during the normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and employees will be released from normal work assignments and be compensated at the current basic rate of the position they hold. Carrier will provide all instructional handouts and instructor without cost to the employee. The final examination must be passed in order to remain in the program.

(4) Supervisory Skills: This will consist of 5 days (40 classroom hours) of instruction on various and practical applications of leadership and supervisory skills. Classes will be held during the normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and employees will be released from normal work assignments and be compensated at the current basic rate of the position they hold. Carrier will provide all instructional handouts and

instructor without cost to the employee. A satisfactory evaluation by instructors will be required to remain in the program. (Instructors will be furnished by the Training Department.)

(5) Physical Characteristics:

(a) After completion of Section 1 through 4 of the program, employees will be permitted to bid a Foreman's position subject to passing an examination on physical characteristics for the territory covered by the position being bid. Examinations will be given on a seniority basis to the individuals bidding. Examination will be given after the bid date but prior to the award date. Examination will be given during normal working hours and the employees will be compensated at the basic rate of the position currently held. Failure of a Physical Characteristics test:

- (1) Will not be cause to reject bid.
- (2) Will not prevent employee from bidding future Foreman or Assistant Foreman positions.
- (3) Will not terminate employees from program.

(b) Passage of physical characteristic examination will provide for a period of one year or as long as the employee needs that position except that Carrier may require employees holding positions more than two years to re-qualify.

(c) Carrier will not provide any classroom hours for instructional purposes on physical characteristics. Employees will not be compensated or released from normal work assignments to learn the physical characteristics. Carrier will provide instructional handouts to assist employees.

(6) Termination from Program

(a) One final examination will be given at the end of each Section 1 through 3, and an evaluation at end of Section 4 of training. Employee must pass this examination or evaluation to proceed with the next session. Failure on any examination or evaluation will immediately terminate the employee from the program. Employee will be permitted to bid for acceptance into subsequent programs. One re-examination on Sections 1 through 4 shall be scheduled by Carrier in the event an employee does not satisfactorily pass Sections 1 through 4.

(b) Employees who have failed in two attempts to complete Section 1 through 4 of the program will not be permitted to request acceptance in the Track Foreman's Training Program for the following two years.

(c) Employees who have successfully completed Sections 1 through 4 of the program, and have not bid a Foreman or Assistant Foreman's position for a period of two years after the completion of Section 4, will lose their qualifications. For a period of one additional year, such employees will not be accepted into the Foreman's Training Program. These employees will not be permitted to bid Foreman or Assistant Foreman positions until the expiration of their penalty period, and until they have requested acceptance into the program and satisfactorily completed it.

(7)(a) Tests will be developed and a passing grade will be established unilaterally by the Carrier.

(b) Tests will be proctored jointly by a representative from the Carrier and a representative from the Union. Any evidence of improprieties by employees during tests will result in immediate failure and permanent termination from the program.

(c) Employees will be notified of their grades and whether they have passed by the Carrier as soon as practicable after testing.

This understanding supersedes any rules or agreements with which it is in conflict and shall remain in effect until otherwise changed or modified in accordance with the Railway Labor Act, as amended.

Signatures not reproduced.

**APPENDIX E-1A**  
(Rule 62)

ADDENDUM TO MAY 10, 1979  
MEMO OF UNDERSTANDING  
TRACK FOREMAN'S TRAINING PROGRAM

**Section A:** The Carrier, in the interest of safety of operations and to ensure proper knowledge and application of its operating rules, requires that all Foreman-Track Car Drivers be examined periodically to determine their continued maintenance of the highest level of qualification previously achieved and held regardless of the position they currently hold. These examinations may be written, oral or a combination thereof and will be administered as directed by the Chief Engineer.

**Section B:** These examinations will be required on a regular basis with employees being scheduled within approximately thirty (30) calendar days of the anniversary date of their last periodic examination. The frequency of these periodics will be as determined by the Carrier consistent with its current requirements. It is presently set at three (3) years. A minimum of thirty (30) calendar days' notice will be given to employees to report for the above periodic examination.

**Section C:** Employees must appear for examination and re-examination when scheduled. Failure to so appear will be regarded as a failure and treated accordingly as specified below. A postponement will be granted only for extenuating circumstances for a period of up to thirty (30) calendar days when authorized in writing by the Chief Engineer. A postponement will apply only to the initially scheduled examination. No postponements, regardless of the circumstances, will be granted for re-examinations.

**Section D:** The passing grade for all examinations and re-examinations will be 75%.

**Section E:** A Foreman-Track Car Driver who fails to pass a periodic Rules of the Operating Department Examination will be permitted to retain the position of Foreman and his present job; however, he will be immediately restricted from performing all duties as a Track Car Driver, and he will be subject to the following procedures:

- (1) On failing the examination, the employee will immediately be assigned a date for re-examination within thirty (30) calendar days of the date of his failure of examination.
- (2) On failing the re-examination, the employee will no longer be considered fully qualified as a Foreman and he may elect to take furlough or exercise seniority. In the event he elects to exercise seniority, he must exercise seniority successively in the lower classes on the same seniority roster. He will be immediately assigned a date for a second re-examination within thirty (30) calendar days of the date of his failure of the first examination.
- (3) If the employee fails the second re-examination, he will not be permitted to take a re-examination for a period of not less than six (6) months.
- (4) At any time that a re-examination is passed, the employee will be restored to the status of a fully qualified Foreman and will maintain the initial placement on the Foreman's Seniority Roster.

Signed at Jamaica, New York, this 17th day of January 1984.

Signatures not reproduced.

**APPENDIX E-2  
(Rule 62)**

**MEMO OF UNDERSTANDING  
B & B FOREMAN'S TRAINING PROGRAM**

**B & B Foreman's Training Program**

It is the intent of the Carrier and Union to restructure the B & B Foreman's Training Program.

In order to be considered a "fully qualified," B & B Foreman, employees must successfully complete a Training Program which consists of the following sections:

- 1) Technical Skills.
- 2) Supervisory Skills.

**Effective Date**

(A) Effective October 1, 1998, all B & B Foreman must be "fully qualified" before: bidding, being awarded positions, and establishing seniority on rosters for the aforementioned class.

(B) In the event there are no "fully qualified" bidders for a position, the Carrier will assign personnel to cover this position while it is being rebid. If the employee assigned to cover the position is not currently on the roster of the position being covered, he will not establish any seniority on that roster until he becomes "fully qualified" and has bid and been awarded a position.

**Frequency of Training**

The Carrier will determine its needs for B & B Foremen and periodically post a notice on Structures Department bulletin boards to advise employees that a B & B Foreman's Training Program will commence. Carrier shall determine the number of employees to be trained as well as the course content, development of all tests, program length, (as detailed below) and passing test grades.

**Acceptance Into Program**

Employees will request in writing to the Principal Engineer of Structures for acceptance into the program. Acceptance will be on the basis of seniority. However, in the event the employee has served discipline within eighteen (18) months of the start date of the training program for a major offense for which the employee was initially removed from service, the employee will not be accepted into the program.

Upon being accepted into the Program, the employee will attend the following training sessions:

(1) **Technical Skills:** This will consist of 5 days (40 classroom hours) of instruction on technical aspects of Structures Department work. Classes will be held during the normal working hours (8:00 a.m. to 5:00 p.m.; Monday through Friday). Employees will be released from normal work assignments and be compensated at the current basic rate of the position they hold. Carrier will provide all instructional handouts and instructor without cost to the employee. The final examination must be passed in order to remain in the program.

(2) **Supervisory Skills:** This will consist of up to 6 days (48 classroom hours) of instruction on various and practical applications of leadership and supervisory skills, including Employee in Charge in accordance with Roadway Worker Regulations. Classes will be held during the normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and employees will be released from normal work assignments and be compensated at the current basic rate of the position they hold. Carrier will provide all instructional handouts and instructor without cost to the employee. A passing grade on the final exam will be required to remain in the program.

**(3) Termination from Program**

(a) One final examination will be given at the end of each Section 1 and 2. Employee must pass this examination to proceed with the next session. Failure on any examination will immediately terminate the employee from the program. Employee will be permitted to bid for acceptance into subsequent programs. One re-examination on Sections 1 and 2 shall be scheduled by Carrier in the event an employee does not satisfactorily pass Sections 1 and/or 2.

(b) Employees who have failed in two attempts to complete Sections 1 and 2 of the program will not be permitted to request acceptance in the B & B Foreman's Training Program for the following two years.

(c) Employees who have successfully completed Sections 1 and 2 of the program, and have not bid a Foreman position for a period of two years after the completion of Section 2, will lose their qualifications. For a period of one additional year, such employees will not be accepted into the Foreman's Training Program. These employees will not be permitted to bid Foreman positions until the expiration of their penalty period, and until they have requested acceptance into the program and satisfactorily completed it.

(4) (a) Tests will be developed and a passing grade will be established unilaterally by the Carrier.

(b) Tests will be proctored jointly by a representative from the Carrier and a representative from the Union. Any evidence of improprieties by employees during tests will result in immediate failure and permanent termination from the program.

(c) Employees will be notified of their grades and whether they have passed by the Carrier as soon as practicable after testing.

Effective with the Foreman's class which is expected to commence on or about October 1, 1998, it will not be necessary for the class members to become qualified on Book of Rules or Physical Characteristics, as the Department presently has an adequate number of Foremen qualified in these areas.

It is understood, however, that in the event the Carrier determines in the future that it needs to qualify additional Foremen (class members of the October 1998 class and subsequent classes) on Physical Characteristics and Book of Rules, the following shall become effective:

(1) When Carrier, at its sole discretion, determines the need for additional Foremen to become PC and Book of Rules qualified, the Union shall be notified. Following notification, Carrier will, in seniority order, offer training to those Foremen who have not qualified on PC and/or Book of Rules. Carrier shall determine the number of employees to be trained, given anticipated service needs. This training shall be scheduled as detailed below. An employee canvassed for this training may initially refuse the training, and the next Foreman on the seniority roster will then be asked until all Foremen unqualified on Book of Rules and PC are canvassed. If, after the initial canvass is completed, an adequate number of candidates cannot be obtained, Carrier may then require employees, in reverse seniority to attend the training.

(2) Employees assigned to this training shall report to and go off duty at the training facility designated by Carrier without additional compensation for travel time.

(3) Training on Book of Rules and Physical Characteristics shall be conducted as indicated below:

(a) Book of Rules Familiarization: This will consist of approximately 15 classroom hours scheduled at the Carrier's convenience outside normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday). Employees will attend without compensation or reimbursement of expenses from the Carrier. Carrier will provide instructional material and instruction without cost to employee. The final examination on Book of Rules familiarization must be passed in order to remain in the program.

(b) Track Car Driver/Book of Rules: This will consist of 5 days (40 classroom hours) of instruction on the duties of a track car driver and Book of Rules qualification. Classes will be held during the normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and employees will be released from normal work assignments and be compensated at the current basic rate of the position they hold. Carrier will provide all instructional handouts and instructor without cost to the employee. The final examination on Track Car Driver/Book of Rules must be passed in order to remain in the program.

(c) Physical Characteristics: Upon completion of the Book of Rules sections, employees will be required to pass a modified Physical Characteristics exam, structured so that the employee will be considered to be qualified to serve in the territory or territories required.

The employee will be required to study for this examination on his own time, however, any tests required will be during the regular tour of duty. The employee shall receive his regular rate of pay for time spent at examination. Any study materials will be furnished by Carrier at no expense to the employee. Failure to pass the Physical Characteristics portion of the test will result in the employee's inability to be used on the territories related to the portions of the test failed until the employee successfully passes the appropriate PC test sections. In the event the Carrier is unable to attract and qualify the required number of PC/TC qualified Foremen after all of the above provisions have been followed, the Carrier may conduct additional Foremen training where PC/TC would be a requirement rather than an option.

\_\_\_\_\_/s/\_\_\_\_\_  
M. J. Canino                      Date  
General Chairman, UTU

\_\_\_\_\_/s/\_\_\_\_\_  
J. W. Bernet                      9/29/98  
V.P.-Labor Relations              Date

\_\_\_\_\_/s/\_\_\_\_\_  
R. M. Bilello                      Date  
Local Chairman, UTU

cc: F. Smith  
M. Timlin  
K. Douglas  
R. Semenick  
S. Drayzen



**APPENDIX E-3**  
(Rule 62)

Letter Agreement of March 19, 1981

This will confirm our mutual agreement to establish a training program for the purposes of qualifying employees for a Limited Class 1, New York State Motor Vehicle License.

In order to accomplish this objective, it is agreed:

(1) The program will be offered to employees who hold seniority on the M.W. Utilitymen's roster in seniority order.

(2) Each class will be limited to not more than nine (9) employees.

(3) The program will consist of seventeen (17) hours of instruction, five (5) with classroom instruction preceding twelve (12) hours of practical application.

(4) The twelve (12) hours of practical application will be provided in increments of two (2) hours each.

(5) The initial eight (8) hours of training will be scheduled outside of the employee's regular work assignments. No compensation will be paid to any employee during this initial training period.

(6) The remainder of the training may be undertaken during or outside of the employee's regular tour of duty. When such training is undertaken outside of the regular tour of duty, the affected employee will be compensated at the straight time rate of pay of his assignment for all time so involved.

(7) Upon completion of the classroom portion of instruction (5 hours), the employees must within seven (7) workdays obtain the appropriate permit from the New York State Department of Motor Vehicles.

(8) Employees will be granted the necessary time to obtain the permit during working hours without loss of pay, but only one such allowance will be permitted for this purpose.

(9) Employees failing to obtain the permit within seven (7) working days will be terminated from the program.

(10) Failure to attend any scheduled training session without prior approval from the instructor will be cause for dismissal from the program.

(11) An instructor may disqualify an employee from the program at any time during the program after advising the employee of the reasons for disqualification.

(12) Carrier will provide, at no cost to the employee, the vehicles and instructors required for training and will, likewise, provide the vehicle and instructor as required on the date the employee is scheduled to take the New York State Motor Vehicle Road Test, applicable to the limited Class 1 license.

(13) The frequency of training classes will be established by the Carrier consistent with its known and anticipated need for Class 1 qualified employees.

(14) Employees who drop out of the program, are dismissed from it or fail to obtain the appropriate New York State Motor Vehicle License upon completion of the training program will be barred from acceptance into subsequent driver training programs for a period of not less than two (2) years.

Signatures not reproduced.

## APPENDIX E-4

Letter Agreement of October 17, 1979

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 program 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 agreeable to the above proposal, will you please sign on the line provided, returning the original for our file?

Signatures not reproduced.

## APPENDIX F

### Agreement Of July 15, 1980, Covering Special Duty Positions for Track Geometry Vehicle

As a result of the introduction of utilization of technical and sophisticated electronic equipment into the scope of the duties assigned to Maintenance of Way Employees, it is agreed, effective July 7, 1980, to establish not more than four (4) positions excepted from certain rules of the Master Agreement. Those Rules are 1, 4, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 24, 27b,f, 29, 30, 33, 34c,d,e, 44, 47, 48, 51.

It is understood that the establishment of qualifications, the creation of any one or more of these positions as well as the abolishment of any one or more of the positions is a matter of Carrier prerogative. Likewise, the appointment of employees to the positions is the unilateral right of the Carrier upon notification to UTU, Local 29. The employees so selected need not be current Carrier employees.

Employees assigned to any of the excepted positions will be required to operate and maintain the Track Geometry vehicle or perform other track analysis and planning work as determined by the Carrier.

Appointment to these positions may be made from employees currently represented by UTU, Local 29, in which event such employee shall retain and accumulate seniority in the classes and grades in which they hold seniority at the time of appointment. Moreover, they shall establish seniority in higher classes and grades when junior employees are assigned positions in those classes and grades, which otherwise would have been assigned to incumbents of excepted positions.

In the event an employee is removed from an excepted position through abolishment of the position, disqualification or any other reason, an exercise of seniority will be permitted. Employees who possess no seniority will be furloughed.

Seniority will not be established between or amongst employees assigned to excepted positions. Excepted positions do not constitute a class or grade of service.

The following schedule of hourly rates of pay is hereby established for employees assigned to excepted positions:

Entrance Rate	12.323
After 6 Months	12.542
2nd Year	13.173
3rd Year	13.812

One of the excepted positions will be identified as Chief Measurement Operator with an hourly rate of 15.1932.

The above rates will be subject to future adjustments in the same manner and to the same extent as provided in the current agreement applicable to all employees in the bargaining unit.

The basic workweek of each established excepted position will consist of five days of eight hours each with two consecutive relief days in each seven.

Relief days and starting time shall be established by the Carrier and schedules of work assignments will be made available to employees two weeks in advance of that workweek.

Headquarters shall be designated by Jamaica and Ronkonkoma while employees are assigned to service on Carrier's system. In the event operational requirements prevent employees from returning to a headquarters site as set out above; lodging will be provided by the Carrier. Under such conditions, employees will be considered released from service at the time the Track Geometry vehicle is secured or yarded.

Meal periods shall be granted at times consistent with operational requirements.

Personal expenses incurred by employees in the performance of their duties will be reimbursed consistent with Carrier's policy applicable to non-represented employees except that assignments to properties other than the Long Island Rail Road system will permit a \$20.00 per diem allowance for meals and the requirement to submit receipts in those instances is waived.

The transfer of work or a position now subject to all the rules of the Agreement to a position exempted from the aforementioned rules and working conditions of the Agreement will not be made, except when such action is agreed to by the Highest Designated Officer of the Carrier and the General Chairman - UTU.

This understanding supersedes any rules or agreements with which it is in conflict and shall remain in effect until otherwise changed or modified in accordance with the Railway Labor Act, as amended.

Signatures not reproduced.

**APPENDIX G**  
(Rule 20)

WORKING ZONES

The four designated working zones of the employees of the Maintenance of Way Department are listed below:

A-1 Long Island City to Jamaica  
Brooklyn to Jamaica  
New York to Jamaica  
New York to Port Washington

Note: Sub 1 and Sub Dividers:  
Mainline, Metro Signal Bridge  
Atlantic Branch, Van Wyke Signal Bridge  
Lower Montauk, Jay Home Signal

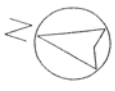
B-2 Jamaica to West of MP 18  
Jamaica to West of Covert Avenue, New Hyde Park  
Jamaica to Hempstead  
Valley Stream to Far Rockaway  
West Hempstead and Long Beach

Note: Sub 2 and Sub 3 Dividers:  
Mainline, Covert Avenue  
Montauk, Mile Post 18

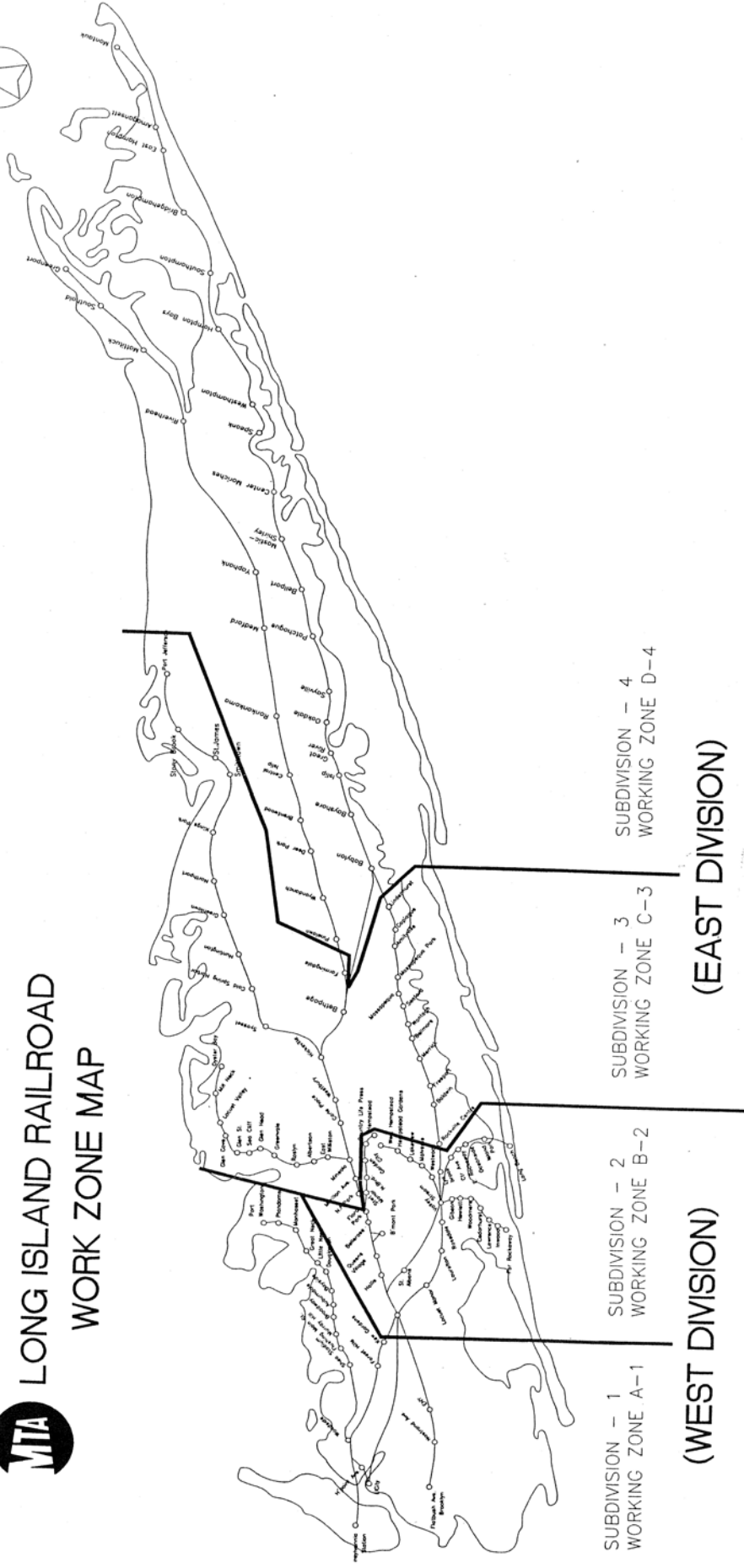
C-3 West of MP 18 to Bridge 1  
West of Covert Avenue, New Hyde Park to Farmingdale  
Hicksville to Port Jefferson  
Mineola to Oyster Bay

Note: Sub 3 and Sub 4 Dividers:  
Montauk, Bridge 1, Babylon  
Mainline, Wellwood Avenue Crossing  
Central Branch, Bridge 2, Bethpage

D-4 Bridge 1 to Montauk  
East End of Wellwood Avenue Crossing to Greenport



**LONG ISLAND RAILROAD  
WORK ZONE MAP**



SUBDIVISION - 1  
WORKING ZONE A-1

**(WEST DIVISION)**

SUBDIVISION - 2  
WORKING ZONE B-2

SUBDIVISION - 3  
WORKING ZONE C-3

**(EAST DIVISION)**

SUBDIVISION - 4  
WORKING ZONE D-4

**APPENDIX H-1**

July 17, 1998

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

**Re: Foreman – Track Patrol Agreement**

Dear Mr. Canino:

This will confirm our understanding concerning track patrol functions performed by Track Department employees. Walking track patrols have generally been performed by Trackmen-Patrol. In an effort to improve the quality of track inspection and repairs, however, the parties have entered into this Agreement, the details of which are set forth below:

Effective July 31, 1998, the Carrier will advertise new positions known as Foreman-Track Patrol. Employees interested in bidding for these positions must be pre-qualified as provided in accordance with Appendix E-1 (Rule 62), the Track Foreman Training Program. Additionally, employees awarded these positions must qualify on CFR 49 Part 213, in accordance with Rule 17.

Employees will be awarded these positions based on their Track Foremen seniority and qualifications. Successful applicants for these positions will be required to perform the work which was heretofore required to be performed by the Trackman-Patrol, as well as traditional Foreman duties.

The rate of pay for the new Foreman-Track Patrol position shall be fixed at \$26.124 per hour and not subject to step-rate increases, however, the rate will be subject to negotiated wage increases.

Service time working as a Foreman-Track Patrol shall count toward the Track Foreman's step rate progression as set forth in Appendix A for those individuals who subsequently are awarded a Track Foreman position.

In those situations in which a second employee is required to accompany the Foreman-Track Patrol, per CFR 49 Part 214 (Roadway Worker Protection), the second employee will not be required to have Foreman qualifications. When needed, the position will be advertised as a Trackman-Patrol. This individual will assist the Foreman-Track Patrol in making inspections, repairs and providing protection as stated in CFR 49 Part 214.

If the foregoing meets your approval, please affix your signature in the space provided, returning a copy for our files.

Very truly yours,

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

I CONCUR:

\_\_\_\_\_  
/s/  
M. J. Canino, General Chairman

\_\_\_\_\_  
7/23/98  
Date

\_\_\_\_\_  
/s/  
R. M. Bilello, Local Chairman

\_\_\_\_\_  
7/23/98  
Date

cc: M. Canino K. Douglas  
F. E. Smith J. Postorino  
M. Timlin S. M. Drayzen

**APPENDIX H-2**

June 15, 1998

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

**Re: Agreement Concerning Track Foreman Who Perform Surfacing**

Dear Mr. Canino:

The Track Department will advertise Surfacing Foreman positions on June 26, 1998 with AGGS qualifications. Successful bidders for these positions must be presently qualified on the AGGS system or be able to pass the requisite examination on the AGGS system prior to being awarded the position.

Within one (1) year of the signing of this Agreement, Carrier will have completed a training class designed to qualify Foremen on the AGGS system. Entry into this training program will be made on the basis of Track Foreman seniority. The Department will determine the number of individuals to be included in the training program. Selection of instructors, course content and instruction materials will be the responsibility of the Carrier. Upon completion of the training program, any surfacing Foreman positions requiring use of the AGGS system which are subsequently advertised will require the successful bidder to be presently qualified on the AGGS system. It is anticipated that classes will be held during the employee's tour of duty, however, if necessary, at Carrier's discretion, classes may be conducted outside the employee's tour of duty at the straight time rate of pay.

Surfacing Foremen who possess AGGS qualifications will be required to perform the following duties on tampers equipped with the AGGS system: verify calibration, develop marked proficiency with AGGS system using both "DOS" and "Windows NT" versions, be able to produce properly measured existing track geometry for geometric manipulations, have full understanding of all inputs and outputs performed by tamper, and proficiency in MDZ hook-up for machine movements.

The hourly rate of pay for Track Foremen awarded positions requiring AGGS-qualifications will be \$30.283 per hour.

If the foregoing is acceptable, please affix your signature in the space provided.

Very truly yours,

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

I CONCUR

\_\_\_\_\_  
/s/  
Michael J. Canino,  
General Chairman- UTU

\_\_\_\_\_  
6/22/98  
Date

\_\_\_\_\_  
/s/  
Robert M. Bilello,  
Local Chairman-UTU

\_\_\_\_\_  
6/22/98  
Date

cc: M. Timlin  
F. Smith  
K. Douglas  
J. Postorino  
S. Drayzen  
B. Greene

**APPENDIX I**

April 27, 1999

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

Re: Interpretation of Rule 10

Dear Mr. Canino:

This refers to our recent discussion concerning paragraph (d) of Rule 10.

It was agreed and understood that paragraph (d) of this Rule will be interpreted as follows:

1. The first five (5) working days of a temporary vacancy may be filled by high-rating an employee, in class and seniority order, presently working at the headquarters in which the vacancy occurs. Carrier may back-fill positions in the gang which become temporarily vacant as a result of the high-rate in the same manner.
2. If the position is still vacant after five (5) working days and Carrier desires to fill same, the Carrier will canvass the Roster for the senior qualified employee presently working in the zone (A-1, B-2, C-3 or D-4) in which the vacancy occurs. If the position cannot be filled in this fashion, Carrier will canvass the senior qualified employee working in the adjacent zone (East or West), then the adjacent division (East or West zones) combined.

Example: Vacancy in (West) zone A-1, canvass by class and seniority employees presently working in zone A-1, then employees in (West) zone B-2, and finally combined seniority in (East) zones C-3 and D-4.

3. If the position still cannot be filled, Carrier may again high-rate an employee presently working at the headquarters in which the vacancy occurred to cover the vacancy until the successful bidder for the advertised temporary position is selected and placed on the position. Back-filling of positions which become vacant as a result of the high-rate may also be filled as set forth in paragraph 1 above.

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

Very truly yours,

John W. Bernet  
Vice President-Labor Relations

I Concur:

\_\_\_\_\_  
/s/  
Michael J. Canino  
General Chairman-UTU

\_\_\_\_\_  
5/4/99  
Date

\_\_\_\_\_  
/s/  
Robert M. Bilello  
Local Chairman-UTU

\_\_\_\_\_  
5/4/99  
Date

cc: D. George  
J. Sais  
J. Postorino  
S. Drayzen



## APPENDIX J-1

(Rule 63)

Agreement dated January 20, 1967, covering Maintenance of Way 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 Agreement 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 agreement, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreement they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the Rules and Working Conditions Agreement 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 Agreement 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 or 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 not 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 noncompliance. 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 employees 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. 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. 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.

(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, retrain 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 Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance 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 enforceable termination of seniority and employment; Provided, however, that this Section shall not apply to any case in which the Carrier involved is plaintiff or the moving party in the action in which the aforesaid determination is made or 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.

**Section 11** - (Abrogated 6-06-85).

Signatures not reproduced.

## APPENDIX J-2

(Rule 63)

Agreement dated January 20, 1967, covering Maintenance of Way 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 then 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 quarterly by the Carrier from wages due employees for the third pay period in the months of March, June, September and December of each year, and the Carrier will, subject to the provisions of this Agreement, by voucher payable to the United Transportation Union, remit to the Union the total amount of such deductions on or before the fifth day of the following month, together with two copies of the deduction list marked to show the deduction which had been made. Receipt of such voucher by the United Transportation Union shall fully discharge the Carrier in respect to all amounts covered thereby.

4.(a) If the earnings of an employee in the third pay period of the month in which the quarterly deductions are to be made are insufficient to permit full amount of deduction, no deduction will be made in that month. However, the amount due will be deducted from the employee's earnings for the second pay period of the following month.

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

- Federal, State, and Municipal taxes;
- Garnishments;
- Assignments given prior to the date of this Agreement;
- Overpayments;
- Unemployment and Sickness Benefit withheld.

5. 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.

6. 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 of or non-compliance with, any part of this Agreement.

7. 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.

8. This Agreement shall become effective on January 20, 1967, and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signatures not reproduced.

CHECK-OFF AGREEMENT BETWEEN  
THE LONG ISLAND RAIL ROAD COMPANY  
AND  
UNITED TRANSPORTATION UNION, LOCAL 29  
(Representatives of the Maintenance of Way Employees)

ATTACHMENT "A"

DEPT. \_\_\_\_\_ OCCUPATION \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_ LAST \_\_\_\_\_ FIRST \_\_\_\_\_ INITIAL \_\_\_\_\_

PRINT HOME ADDRESS \_\_\_\_\_ NUMBER AND STREET \_\_\_\_\_

TOWN \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MGR.-DISBURSEMENTS ACCOUNTING  
THE LONG ISLAND RAIL ROAD COMPANY

I hereby assign to the United Transportation Union, Local 29, 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 General Chairman of the United Transportation Union, or his successors in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Carrier on January 20, 1967, 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 two 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 \_\_\_\_\_

CHECK-OFF AGREEMENT BETWEEN  
THE LONG ISLAND RAIL ROAD COMPANY  
AND  
UNITED TRANSPORTATION UNION, LOCAL 29  
(Representatives of the Maintenance of Way Employees)

ATTACHMENT "B"

DEPT. \_\_\_\_\_ OCCUPATION \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

PRINT FULL NAME \_\_\_\_\_ LAST \_\_\_\_\_ FIRST \_\_\_\_\_ 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 United Transportation Union, Local 29, that part of my wages necessary to pay my monthly union dues, assessments and initiation fees 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 \_\_\_\_\_

CHECK-OFF AGREEMENT BETWEEN  
THE LONG ISLAND RAIL ROAD COMPANY  
AND  
MAINTENANCE OF WAY EMPLOYEES  
UNITED TRANSPORTATION UNION  
LOCAL 29

ATTACHMENT "C"

MGR.-DISBURSEMENTS ACCOUNTING  
THE LONG ISLAND RAIL ROAD COMPANY

The undersigned, Secretary-Treasurer, United Transportation Union, Local 29, hereby certified 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 United Transportation Union, Local 29, 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 any wages due and payable to such employee, the total amount listed opposite the name.

Financial Secretary-Treasurer

\_\_\_\_\_  
For Company Use Only

<b>Payroll Number</b>	<b>Name of Employee</b>	<b>Total Amount Of Deduction</b>	<b>Amounts Deducted</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**APPENDIX K**

**Agreement Between  
The Long Island Rail Road  
And The  
United Transportation Union, Local 29  
Regarding  
Modified Rules Covering Work in the Panelized Switch/Track Division**

This will confirm our mutual agreement to modify certain contractual rules that will apply only to employees who are performing work in the Division known as the Panelized Switch/Track Division, provided the Carrier purchases said equipment.

In order to accomplish this objective, it is agreed:

1. Equipment

The Panelized Switch/Track Equipment shall normally contain the following equipment.

- a. a BLS 2000 Unit
- b. six to eight MFS 40 cars, 4 Flat Cars, 10 Ballast Cars
- c. 1-PK-1; 1-PK-2; 4 Tilt Cars; Raupen Wagon
- d. Payloader(s) + Grappler Truck(s)
- e. other support vehicles i.e. Buses & Trucks

2. Division Size and Rates of Pay

The size and makeup of the Panelized Switch/Track Division shall be determined by the Carrier. Normally, the Division shall consist of one or more of the following classes of employees at the following hourly rates of pay:

Track Foreman	\$39.167
MWU High Rail Grappler	\$30.170
MWU Crew Van	\$28.588
MWU Bus	\$29.125
EWE	\$33.000
EWE B	\$31.791*
MO A	\$30.276
MO B	\$29.732
Trackworker	\$27.990
MW Repairman	\$30.890
Track Welder	\$30.865**

\*As amended by letter agreement dated 2/11/04.

\*\*As amended by letter agreement dated 3/11/04.

3. Work Schedule

a) The Division shall be scheduled to work from Wednesday thru and including Saturday on a ten hour shift basis. The starting time from Wednesday thru Saturday shall commence between the hours of 6 a.m. to 10 a.m. inclusive. When portions of the Division are assigned to new headquarters as gangs at locations other than the bulletined headquarter location as in paragraph 4 below, the starting time may vary for each gang provided the starting time for each gang remains between 6 a.m. and 10 a.m. inclusive. Relief Days shall be Sunday, Monday and Tuesday.

b)The ten hours per day of this regular assignment shall be paid at straight time rates. Such employee who is required to work beyond his regular ten hour day shall be paid time and one half and if continued on duty beyond sixteen hours, double time.



c) Such employee who is required to work on his relief day, shall be paid as follows:

First Relief Day	Time and One Half
Second Relief Day	Time and One Half
Third Relief Day	Double Time (if the employee has worked his first and second relief days)

d) All Time Paid Not Worked time shall be converted from days to hours, so that when an employee on a ten hour work day takes a day off, he will have ten hours deducted from his appropriate accrual, i.e. an employee who does not work for four days due to vacation, sick leave or other lost time, shall have forty hours deducted from his vacation or sick leave bank just as he would have if he worked an eight hour day and took five days off.

e) The conversion of days to hours as in (d) above shall not apply to Personal Days, Bereavement Days or Holidays. Personal Days, Bereavement Days and Holidays will be applied to the ten hour day in the same manner as it does to an eight hour day.

f) A break and meal period shall be scheduled as follows:

- 15 minute break within the first two hours
- 45 minute meal period within the fourth and seventh hour

g) Rule 49(c), Check Cashing, shall not be provided to employees in this Division.

#### 4. Headquarters

a) Headquarters for the Division may be established by the Carrier at any location on the LIRR and for any duration of time. Carrier will provide portable sanitary facilities (Port-A-San) at all designated headquarters. If the duration of the headquarters is expected to exceed 15 calendar days, the Carrier will provide a trailer(s) at the headquarters location.

b) Further, once a bulletined headquarters is established, the Carrier may split the Division into gangs and assign the gangs to other locations as a new headquarters. When establishing additional gang headquarters, the Carrier shall advise the employees of the approximate length of the gang assignments. Assignments will be made in seniority order within each class of employee. If insufficient employees choose the additional headquarters assignment, the junior employee(s) in that class will be assigned.

c) When establishing new headquarters for the whole Division or for the gangs or when changing starting times not less than 36 hours advance notice, not including holidays or relief days, shall be given to the employees and the Local Chairman shall be advised.

d) When establishing new headquarters for the whole Division or for gangs, the employees shall not have the right to exercise Rule 7 seniority. Rather, the employee shall not exercise his seniority until the end of the seasonal assignment as defined in paragraph 5 below.

#### 5. Advertisement of Positions

a) The Carrier shall determine the approximate duration of the construction season for each year. Normally, the season shall be a duration of less than 365 days. However, the Carrier may establish a 365 day construction season. If a construction season is more than 365 days in duration, all positions in the division must be abolished and required positions re-advertised so that non-incumbent employees are provided the opportunity to bid into the division. The abolishment and re-advertisement shall be scheduled so that the re-advertised positions are in place on approximately the 365<sup>th</sup> day. This will not prohibit incumbent employees from bidding for positions in this division. Once established, the duration of a construction season may only be extended twice by the Carrier by a maximum of 30 days for each of the two extensions. Each 30 day extension shall provide employees with the right to exercise seniority out of this division after 15 days of the extension. Further, if the Carrier shortens the construction season after establishing the season it shall give 15 days advance notice.

b) Job bulletins will be posted each year prior to the construction season which will list the jobs available, initial headquarters locations and the approximate length of the construction season. Additional positions may be advertised as required by the Carrier during a construction season. In the event there are insufficient bidders for the advertised positions, the Carrier may force assign the junior employee in that class. The Carrier will, within 30 days of such assignment, train the most junior employee to replace the initially assigned employee. If there are no junior employees, the initially assigned employee must remain on the job for the duration of the construction season.

c) Employees who bid and are awarded the jobs, shall be required to remain on the job for the entire construction season. The employee shall not have a right to bid off the assignment until the end of the construction season.

d) Employees can request to be released from the aforementioned construction season assignment by demonstrating a hardship as defined by the Family Medical Leave Act. Employees will present their request to the Chief Engineer or his designee. Such request when verified as a hardship shall be granted when a qualified employee is immediately available and willing to replace the employee with the hardship. If the request is not verified or a replacement employee is not available, the request shall be denied.

e) In the event the Carrier establishes a 365 day or longer construction season, the employees have the right to bid out after completing 365 days on the assignment.

f) Employees who are not in the Panelized Switch/Track Division may not bump into the Panelized Switch/Track Division unless they are currently qualified at the time they exercise their seniority.

g) Employees who bid or bump into a Panelized Switch/Track Division must work at least one day in the division to trigger the higher rate of pay. (Example: an employee bids or bumps into the division on 6/1 and has two weeks of vacation scheduled to commence on 6/1. The employee shall not receive the higher rate of pay until after he returns to work from vacation on 6/15).

## 6. Qualification and Training

a) The Carrier shall establish the required training course and qualifications for certain classes of employees. Employees who bid and are awarded positions in the division shall be required to attend the training course when scheduled by the Carrier.

b) The following classes of employees are considered as not qualified and must pass the required Carrier training and qualification testing:

- 1) EWE
- 2) MO A
- 3) MO B \*\*\*

c) Thereafter, the Carrier will have the option of requiring applicants to be presently qualified at the time of the bulletin and when exercising seniority. \*\*\*

\*\*\*Paragraphs b) and c) amended by letter agreement dated 3/11/04 for sequencing purposes.

d) The MWU Highrail/Grappeler must pass a one day demonstration of his skill upon exercise of seniority.

e) The following classes of employees are considered as qualified and do not have to attend additional training:

- 5) Foreman
- 6) MWU Crew Van
- 7) MWU Bus
- 8) Trackworker
- 9) MW Repairman
- 10) Track Welder

## 7. Scope of Work

a) Employees subject to this agreement shall be used on work which is directly related to panelized switch/track construction only. Work considered to be directly related shall include but not be limited to prep work, cleanup, assembly, installation and removal of panels, transportation of panels or other related work in support of or incidental to the Panelized Switch/Track Division Surfacing and Boutet welding gangs shall not be subject to this agreement.

b) Small projects involving Panelized Switch/Track installation, removal or assembly which does not utilize the Panelized Switch/Track machine may be completed by other than the Panelized Switch/Track Division. Such work shall be subject to the Collective Bargaining Agreement and shall not be work considered to be under this agreement.

c) As a clarification of an existing agreement, MW Repairmen subject to this agreement may be assigned to use torch equipment to cut metal, if a welder is not available at the work site and subject to the restrictions of Rule 26A.

8. Off Property Work Assignments

a) When the Carrier agrees with any MTA agency, NJT, PATH, SEPTA or Amtrak for northeast corridor work, to provide the Panelized Switch/Track Machine to conduct such work on their property, LIRR forces will in accordance with this agreement operate such equipment provided to the foreign Road or Agency. Should the Carrier agree to provide said machine for a Railroad or Agency other than those listed above, the Carrier shall ask for volunteers from among qualified employees. If a sufficient number of employees to staff the machine for the entire assignment volunteer, than LIRR employees will be used. If an insufficient number of employees volunteer, then the Carrier shall have the right to let the machine out to the Road or Agency without LIRR employees.

b) The duration of such assignment shall not be limited except that employees assigned who are not given at least two relief days off per seven day period will be provided a three relief day period after fifteen calendar days on the off property assignment.

c) The hourly rates of pay as outlined in paragraph 2 for the assignment shall be increased by 10%. Single room lodging, if required, shall be provided at Carrier expense. "AAA" hotels or motels or the equivalent shall be used if available. The daily meal expense per diem shall be paid in accordance with Company policy.

d) Employees will report to a site on the LIRR, determined by the Carrier, and shall be transported under pay to the work location at Carrier expense. Employees shall only receive the applicable rate of pay for time being transported and for hours actually at work while on the off-property assignment. If employees are transported the day before their work begins, they will be considered under pay while being transported until release at the completion of their first work day.

e) Should an employee choose not to take the Carrier provided transportation, he shall be deemed not to be on company business nor on pay status until he begins work at the off-property work site. Further, if when returning to the LIRR reporting site either for days off or upon termination of the off-property assignment he again chooses not to use the Carrier provided transportation, he shall again be deemed not to be on company business nor on pay status from the end of the last hour actually worked at the off-property work site.

**For the United Transportation Union**

\_\_\_\_\_  
/s/  
Michael J. Canino, General Chairman

\_\_\_\_\_  
/s/  
R. M. Bilello, Vice General Chairman

\_\_\_\_\_  
/s/  
Martin Timlin, First Vice Chairman

**For the Long Island Rail Road**

\_\_\_\_\_  
/s/  
Kenneth J. Bauer, President

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

\_\_\_\_\_  
/s/  
Dennis George, Chief Engineer

\_\_\_\_\_  
/s/  
G. M. Moran, Director-Labor Relations

\_\_\_\_\_  
/s/  
S. M. Drayzen, Director-Labor Relations

## APPENDIX L

September 12, 2002

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

### Re: Crane Training and Assignments

Dear Mr. Canino:

We have had several discussions regarding the qualifications and training of employees assigned to operate industrial cranes within the Maintenance of Way (Track/B&B) Department. During these discussions, it was determined that the training, qualification and certification practices currently applicable to crane operators within the Maintenance of Equipment Department should be applicable to M of W Track Department employees as well. Since the duties and responsibilities of crane operators are similar within the two departments and all employees are represented by the UTU, we are proposing that they be standardized as follows:

1. Job Titles and Rates of Pay – M of W Track/B&B department will establish the positions of Crane Engineer – Road/Rail and Railbound Cranes and Assistant Crane Engineer – All Cranes. The hourly rate of \$29.501 for the M of E Crane Engineer shall apply to the Road/Rail Crane Engineer and \$28.501 shall apply to the Railbound Crane Engineer. The position of Assistant Crane Engineer – All Cranes, is similar to the current Engineer Work Equipment B (EWE B). The current hourly rate of pay of \$25.721 for EWE B shall be applicable to the Assistant Crane Engineer. Assistant Crane Engineers shall be fully qualified crane engineers and will assist Crane Engineers with all aspects of crane operation including but not limited to: crane operation, setting up and securing equipment at the start and end of the day plus the responsibility for flagging and roadway worker protection.

*Note: In order for an employee to be eligible to receive the above rates of pay, he/she must actually hold a Crane Engineer or Assistant Crane Engineer bulletined position or be in Phase II of the training program.*

2. Training and Testing – Phase I – The Carrier may post Assistant Crane Engineer training positions at Carrier's discretion so that a pool of qualified Crane Engineers will be available for future vacancies. Employees bidding for the Assistant Crane Engineer positions will be considered in seniority order and shall receive 40 hours of classroom instruction. There will be a test given to the employee prior to the completion of the classroom instruction. The test will be developed and administered by the Carrier. Employees must achieve a passing grade of 80% in order to continue in the training program. Once an employee enters the training program (i.e. Phase I) his/her former position shall be considered vacant and advertised in accordance with the Collective Bargaining Agreement.

Upon passing the exam, employees shall receive 120 hours of practical hands-on training on a crane assigned to the program. After the employee demonstrates proficiency on the assigned crane, he/she shall proceed to Phase II.

Any employee who fails the test or fails to demonstrate proficiency on the assigned crane shall not be permitted to advance in the program and must bid for an open position and will be barred from applying for crane operator training again for two years.

3. Training and testing – Phase II – Trainees shall be assigned to work with a qualified Crane Engineer on a rotating basis for five (5) months on Carrier owned equipment. (For example – TC 674 Grove – 22 ton hydraulic mobile, TC 901 Little Giant – 25 ton mobile lattice boom, TC 691 Little Giant – 20 ton lattice boom railbound, etc.)

*Note: The Assistant Crane Engineer rate of pay shall become applicable when an employee enters Phase II of the training program. The rate of pay for Phase I will be the rate of pay of the position held at the time the employee enters this program.*

Prior to completion of Phase II, employees shall be given a qualifying exam developed and administered by the Carrier on all cranes. The exam may be written, practical or both at Carrier's discretion. Employees must achieve a passing grade of 80% at this point to successfully complete the program. Employees who do not achieve a passing grade will be permitted one retest. If still unsuccessful he/she must bid for an open position and shall be barred from applying to the program again for two years. Once an employee successfully completes the program he/she shall be deemed a qualified crane engineer. Qualified employees will be placed in an open Assistant Crane Engineer position, pending award. In the event there are not a sufficient number of open Assistant Crane Engineer positions at the time, the open positions will be filled by seniority and the remaining individuals will be required to bid for a position elsewhere until such time that an open crane position becomes available.

Training will normally be conducted during regular business hours at Carrier designated training location(s). This shall not be considered a headquarters change, nor shall travel time/pay apply.

4. Lock-In – The bulletin for Crane Engineers and Assistant Crane Engineers shall be in accordance with the collective bargaining agreement. Newly qualified employees must satisfy a minimum lock-in requirement of twelve months including Phase I and II training. If no open positions exists at the time of qualification, then that employee must bid for any open Crane Engineer or Assistant Crane Engineer position as they become available. The lock-in is a one-time requirement and will only be credited when the employee is awarded one of the above positions.

Hardships – If an employee has not satisfied the twelve month lock-in and a hardship exists (as defined by the Family Medical Leave Act) that employee may request to be released from the amount of lock-in time remaining. In order for the employee's request to be granted, the hardship must be verified, plus another qualified employee must be immediately available and willing to replace the employee. The affected employee must fulfill the balance of the lock-in once the hardship no longer exists.

If the foregoing is acceptable to the United Transportation Union, please signify your concurrence in the space provided below.

For the United Transportation Union:

\_\_\_\_\_  
/s/  
Michael J. Canino, General Chairman

For the Carrier:

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

**APPENDIX M**

March 19, 2004

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

Re: Establishment of MW Repairman Technician position

Dear Mr. Canino:

This will confirm recent discussions with Messrs. Timlin, Bilello, Semenick, Kaspszak, Capone and Drayzen wherein it was agreed to establish a new position, as noted above.

The rate of pay for the MW Repairman Technician will be \$31.514 per hour. (This is the January 1, 2004 100% rate of pay). The new position will be required to perform all of the duties of a MW Repairman, and in addition must be able to operate, troubleshoot and repair tampers, ballast regulators/distributors and all other track maintenance/repair/construction machines utilized by Carrier, must be able to utilize computer technology to troubleshoot various track machines, including all electronic, hydraulic, and pneumatic systems thereon, must be able to read and interpret flowcharts and logic plans for all required machines, must have a general knowledge of track geometry (structure), including components of curves and understanding of surfacing terminology and procedures, must be proficient in the use of track geometry as it relates to surfacing equipment. Must also be able to work with and instruct mechanics during on-the-job training for this position and must be able to work with supervisory personnel to insure completion of assignment in timely fashion and must be able to properly prepare and submit necessary paperwork.

Carrier will establish the required training course and qualifications for these positions. Employees who bid and are awarded MW Repairman Technician positions shall be required to attend the training course when scheduled by Carrier. Thereafter, Carrier will have the option of requiring applicants to be presently qualified at the time of the bulletin and when exercising seniority. It will be necessary for the employee to demonstrate qualification through written and/or practical examinations to the satisfaction of the Department. Once deemed qualified for this position, an employee is subject to a lock-in period of 12 months, calculated from the date the employee begins work on the position. The lock-in is a one-time requirement for each qualified employee. Employees who are awarded MW Repairman Technician positions can request to be released from the lock-in period by demonstrating a hardship as defined by the Family Medical Leave Act.

Employees will present their request to the Chief Engineer or his designee. Such request when verified as a hardship shall be granted when another qualified employee is immediately available and willing to replace the employee with the hardship. If the request is not verified or a replacement employee is not available, the request shall be denied.

If the foregoing is acceptable, please sign in the space provided.

Very truly yours,

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

I CONCUR:

\_\_\_\_\_/s/  
M. J. Canino, General Chairman

\_\_\_\_\_  
3/30/04  
Date

- cc: R. M. Bilello
- M. Capone
- S. M. Drayzen
- B. J. Finn
- C. Kaspszak
- R. C. Semeneck
- M. J. Timlin

APPENDIX N

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 O

October 19, 2007

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

### Re: Agreement concerning MW Repair Shop

Dear Mr. Simon:

This refers to the understanding reached concerning the Maintenance of Way Repair Shop.

One (1) Foreman position will be created at the facility. Carrier will establish the qualifications for this position, which will be filled via the bulletin process by employees who hold seniority as MW Mechanics (Repairmen), Occupation No. 7450. This new position will take direction from the Supervisor and/or Assistant Supervisor, as well as managers, concerning operation of the shop and the maintenance of various M of W machines and vehicles. The rate of pay for this position will be the existing Track Foreman rate of pay progression. A new roster of MW Repair Shop Foremen will be established.

The parties recognize that the Carrier is not able to recruit and retain Maintenance of Way Mechanics (Repairmen) to work in the M of W Repair Shop. Employees who select these positions bid out after a short period of time, and positions routinely remain vacant. In order to address this problem, the parties agree to the following:

1. The Carrier may hire four (4) individuals from outside the Company or via the Career Opportunity process at Carrier's discretion to be employed as MW Mechanics (Repairmen), to fill four (4) vacant positions. These employees will be subject to a five (5) year lock-in period and they will accrue seniority during the lock-in period as MW Mechanics (Repairmen) and Trackmen. At the conclusion of the lock-in period, they may bid for other positions and will accrue seniority in the position(s) awarded at the time their pay starts in the position awarded. Additionally, future mechanic vacancies for positions under the scope of the MW Repair Shop will be filled in the following manner: the positions will be advertised on the bulletin posting per Rule 8. If the position cannot be filled via the bulletin process after three (3) consecutive postings of the bulletin, the Carrier may then hire an employee from outside the company or promote an employee via the Career Opportunity Program. This employee will be subject to the same lock-in period and conditions, described above. The UTU will be notified when Carrier seeks to employ an individual from outside of the Company or via the career opportunity process.
2. Should a MW Mechanic (Repairman) subject to the five (5) year lock-in be displaced during the lock-in period, he will be required to bump, bid for, or, be subject to assignment to an open MW Mechanic (Repairman) position during the remaining lock-in commitment period.
3. Additionally, the Carrier agrees that the four (4) MW Mechanic (Repairmen) positions will be compensated at 90% of the MW Mechanic (Repairmen) rate for the initial year of employment, and at the 100% rate thereafter. Subsequent MW Mechanic (Repairmen) vacancies that are filled by hiring individuals from outside of the Company (or via career opportunity) will be compensated in like manner.
4. Individuals currently qualified as MW Mechanics (Repairmen) but not currently working in this title will be given the opportunity to bid into the shop on the four (4) positions described above before Carrier attempts to fill the positions via career opportunity bulletin or direct recruitment. If an employee who is a qualified MW Mechanic (Repairman) but not working as such successfully bids for a MW Mechanic (Repairman) position and is presently being compensated at lower than the 90% rate of pay, he will be brought up to the 90% rate of pay for one year and thereafter be compensated at 100% of the MW Mechanic (Repairman) rate of pay for working the MW Repair Shop. Such an employee will be locked into the MW Repair Shop for a period of five (5) years and will not be able to bid out of the MW Repair Shop during this period. The provisions of Paragraph "2" above will apply to these individuals.
5. Current MW Mechanics (Repairmen) subject to the wage progression who are being paid less than 90% of the rate of pay and working in the MW Repair Shop will also be eligible to be paid 90% of the top rate of pay



as set forth in paragraph "5" above if they agree to be locked into the Repair Shop for a period of five (5) years during which time they cannot bid out of the Shop. The provisions of Paragraph "2" above will also apply to these individuals. Those employees who are working in the MW Repair Shop and are already being paid at 90% or more of the rate of pay will not be subject to the lock-in.

If you concur, please sign in the space provided.

Very truly yours,

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

I Concur:

\_\_\_\_\_/s/  
Anthony Simon, General Chairman

\_\_\_\_\_  
10/26/07  
Date

cc: M. Timlin, B. Finn, R. Semenick, C. Kaspszak, R. Agritelley, M. Chirillo, L. Kane, K. Layne

**BLANK**

United Transportation Union

Maintenance of Way Department

Title	Year	% Inc.	Rate	Progression For Night Differential*						Notes	
				100%	90%	85%	80%	75%	70%	No.	Eff.
Ass't Crane Engineer- All Cranes  (Occ. 7263)	1/1/2006	3%	28.107	1.607	1.446	1.366	1.286	1.205	1.125	2	10/2/2002
	1/1/2007	4%	29.231	1.607	1.446	1.366	1.286	1.205	1.125	3	1/30/2008
	1/1/2008	3.5%	30.254	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2009	3%	31.162	1.607	1.446	1.366	1.286	1.205	1.125		
Crane Engineer-Road/Rail Cranes  (Occ. 7261)	1/1/2006	3%	32.237	1.844	1.660	1.567	1.475	1.383	1.291	2	10/2/2002
	1/1/2007	4%	33.526	1.844	1.660	1.567	1.475	1.383	1.291	3	1/30/2008
	1/1/2008	3.5%	34.699	1.844	1.660	1.567	1.475	1.383	1.291		
	1/1/2009	3%	35.740	1.844	1.660	1.567	1.475	1.383	1.291		
Crane Engineer-Railbound Cranes  (Occ. 7262)	1/1/2006	3%	31.144	1.781	1.603	1.514	1.425	1.336	1.247	2	10/2/2002
	1/1/2007	4%	32.390	1.781	1.603	1.514	1.425	1.336	1.247	3	1/30/2008
	1/1/2008	3.5%	33.524	1.781	1.603	1.514	1.425	1.336	1.247		
	1/1/2009	3%	34.530	1.781	1.603	1.514	1.425	1.336	1.247		
Eng. Work Equipment - A  (Occ: 7260)	1/1/2006	3%	28.610	1.636	1.472	1.391	1.309	1.227	1.145		
	1/1/2007	4%	29.754	1.636	1.472	1.391	1.309	1.227	1.145	3	1/30/2008
	1/1/2008	3.5%	30.795	1.636	1.472	1.391	1.309	1.227	1.145		
	1/1/2009	3%	31.719	1.636	1.472	1.391	1.309	1.227	1.145		
Eng. Work Equipment - B  (Occ: 7260)	1/1/2006	3%	28.107	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2007	4%	29.231	1.607	1.446	1.366	1.286	1.205	1.125	3	1/30/2008
	1/1/2008	3.5%	30.254	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2009	3%	31.162	1.607	1.446	1.366	1.286	1.205	1.125		
M. W. Repairman Technician  (Occ: 7460)	1/1/2006	3%	33.433	1.593	1.434	1.354	1.274	1.195	1.115		
	1/1/2007	4%	34.770	1.593	1.434	1.354	1.274	1.195	1.115	3	1/30/2008
	1/1/2008	3.5%	35.987	1.593	1.434	1.354	1.274	1.195	1.115		
	1/1/2009	3%	37.067	1.593	1.434	1.354	1.274	1.195	1.115		
M. W. Utility Worker  (Occ: 7310)	1/1/2006	3%	26.032	1.489	1.340	1.266	1.191	1.117	1.042		
	1/1/2007	4%	27.073	1.489	1.340	1.266	1.191	1.117	1.042	3	1/30/2008
	1/1/2008	3.5%	28.021	1.489	1.340	1.266	1.191	1.117	1.042		
	1/1/2009	3%	28.862	1.489	1.340	1.266	1.191	1.117	1.042		
M.W. Utility Worker-Boom Truck  (Occ: 7310)	1/1/2006	3%	26.983	1.544	1.390	1.312	1.235	1.158	1.081		
	1/1/2007	4%	28.062	1.544	1.390	1.312	1.235	1.158	1.081	3	1/30/2008
	1/1/2008	3.5%	29.044	1.544	1.390	1.312	1.235	1.158	1.081		
	1/1/2009	3%	29.915	1.544	1.390	1.312	1.235	1.158	1.081		
M.W. Utility Worker-Boom Jet/Vac Truck  (Occ: 7310)	1/1/2006	3%	26.983	1.544	1.390	1.312	1.235	1.158	1.081		
	1/1/2007	4%	28.062	1.544	1.390	1.312	1.235	1.158	1.081	3	1/30/2008
	1/1/2008	3.5%	29.044	1.544	1.390	1.312	1.235	1.158	1.081		
	1/1/2009	3%	29.915	1.544	1.390	1.312	1.235	1.158	1.081		
M.W. Utility Worker-High Rail Boom  (Occ: 7310)	1/1/2006	3%	27.473	1.571	1.414	1.335	1.257	1.178	1.100		
	1/1/2007	4%	28.572	1.571	1.414	1.335	1.257	1.178	1.100	3	1/30/2008
	1/1/2008	3.5%	29.572	1.571	1.414	1.335	1.257	1.178	1.100		
	1/1/2009	3%	30.459	1.571	1.414	1.335	1.257	1.178	1.100		
M.W. Utility Worker-High Rail Boom/Dump Truck  (Occ: 7310)	1/1/2006	3%	27.473	1.571	1.414	1.335	1.257	1.178	1.100		
	1/1/2007	4%	28.572	1.571	1.414	1.335	1.257	1.178	1.100	3	1/30/2008
	1/1/2008	3.5%	29.572	1.571	1.414	1.335	1.257	1.178	1.100		
	1/1/2009	3%	30.459	1.571	1.414	1.335	1.257	1.178	1.100		
M. W. Utility Highwayman  (Occ: 7310)	1/1/2006	3%	26.521	1.517	1.365	1.289	1.214	1.138	1.062		
	1/1/2007	4%	27.582	1.517	1.365	1.289	1.214	1.138	1.062	3	1/30/2008
	1/1/2008	3.5%	28.547	1.517	1.365	1.289	1.214	1.138	1.062		
	1/1/2009	3%	29.403	1.517	1.365	1.289	1.214	1.138	1.062		
Machine Operator A  (Occ: 7290)	1/1/2006	3%	27.570	1.577	1.419	1.340	1.262	1.183	1.104		
	1/1/2007	4%	28.673	1.577	1.419	1.340	1.262	1.183	1.104	3	1/30/2008
	1/1/2008	3.5%	29.677	1.577	1.419	1.340	1.262	1.183	1.104		
	1/1/2009	3%	30.567	1.577	1.419	1.340	1.262	1.183	1.104		

\*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 Way Department

Title	Year	% Inc.	Rate	Progression For Night Differential*						Notes	
				100%	90%	85%	80%	75%	70%	No.	Eff.
Machine Operator B (Occ: 7290)	1/1/2006	3%	27.075	1.549	1.394	1.317	1.239	1.162	1.084		
	1/1/2007	4%	28.158	1.549	1.394	1.317	1.239	1.162	1.084	3	1/30/2008
	1/1/2008	3.5%	29.144	1.549	1.394	1.317	1.239	1.162	1.084		
	1/1/2009	3%	30.018	1.549	1.394	1.317	1.239	1.162	1.084		
Measurement Operator (Chief) (Occ: 4375)	1/1/2006	3%	39.235	2.243	2.019	1.907	1.794	1.682	1.570		
	1/1/2007	4%	40.804	2.243	2.019	1.907	1.794	1.682	1.570	3	1/30/2008
	1/1/2008	3.5%	42.232	2.243	2.019	1.907	1.794	1.682	1.570		
	1/1/2009	3%	43.499	2.243	2.019	1.907	1.794	1.682	1.570		
Track Patroller (Occ: 7360)	1/1/2006	3%	26.239	1.501	1.351	1.276	1.201	1.126	1.051		
	1/1/2007	4%	27.289	1.501	1.351	1.276	1.201	1.126	1.051	3	1/30/2008
	1/1/2008	3.5%	28.244	1.501	1.351	1.276	1.201	1.126	1.051		
	1/1/2009	3%	29.091	1.501	1.351	1.276	1.201	1.126	1.051		
Trackworker- A (Occ: 7321)	1/1/2006	3%	25.488	1.457	1.311	1.238	1.166	1.093	1.020		
	1/1/2007	4%	26.508	1.457	1.311	1.238	1.166	1.093	1.020	3	1/30/2008
	1/1/2008	3.5%	27.436	1.457	1.311	1.238	1.166	1.093	1.020		
	1/1/2009	3%	28.259	1.457	1.311	1.238	1.166	1.093	1.020		
Trackworker - B (Occ: 7320)	1/1/2006	3%	24.439	1.398	1.258	1.188	1.118	1.049	0.979		
	1/1/2007	4%	25.417	1.398	1.258	1.188	1.118	1.049	0.979	3	1/30/2008
	1/1/2008	3.5%	26.307	1.398	1.258	1.188	1.118	1.049	0.979		
	1/1/2009	3%	27.096	1.398	1.258	1.188	1.118	1.049	0.979		
Trafficman (Occ: 7321)	1/1/2006	3%	22.760	1.302	1.172	1.107	1.042	0.977	0.911		
	1/1/2007	4%	23.670	1.302	1.172	1.107	1.042	0.977	0.911	3	1/30/2008
	1/1/2008	3.5%	24.498	1.302	1.172	1.107	1.042	0.977	0.911		
	1/1/2009	3%	25.233	1.302	1.172	1.107	1.042	0.977	0.911		
Watchman (Occ: 7321)	1/1/2006	3%	22.411	1.281	1.153	1.089	1.025	0.961	0.897		
	1/1/2007	4%	23.307	1.281	1.153	1.089	1.025	0.961	0.897	3	1/30/2008
	1/1/2008	3.5%	24.123	1.281	1.153	1.089	1.025	0.961	0.897		
	1/1/2009	3%	24.847	1.281	1.153	1.089	1.025	0.961	0.897		
Watchman Highwayman (Crossing) (Occ: 7350)	1/1/2006	3%	22.411	1.281	1.153	1.089	1.025	0.961	0.897		
	1/1/2007	4%	23.307	1.281	1.153	1.089	1.025	0.961	0.897	3	1/30/2008
	1/1/2008	3.5%	24.123	1.281	1.153	1.089	1.025	0.961	0.897		
	1/1/2009	3%	24.847	1.281	1.153	1.089	1.025	0.961	0.897		
Welder (Occ: 7280)	1/1/2006	3%	28.107	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2007	4%	29.231	1.607	1.446	1.366	1.286	1.205	1.125	3	1/30/2008
	1/1/2008	3.5%	30.254	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2009	3%	31.162	1.607	1.446	1.366	1.286	1.205	1.125		
Welder - Flash Butt (Occ: 7480)	1/1/2006	3%	28.107	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2007	4%	29.231	1.607	1.446	1.366	1.286	1.205	1.125	3	1/30/2008
	1/1/2008	3.5%	30.254	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2009	3%	31.162	1.607	1.446	1.366	1.286	1.205	1.125		
Welder - Structural Arc (Occ: 7480)	1/1/2006	3%	28.128	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.447	1.367	1.286	1.206	1.126	3	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.447	1.367	1.286	1.206	1.126		
Foreman - Track Patrol (Occ: 4384)	1/1/2006	3%	31.817	1.820						1	7/31/1998
	1/1/2007	4%	33.090	1.820						3	1/30/2008
	1/1/2008	3.5%	34.248	1.820						4	10/19/2005
	1/1/2009	3%	35.275	1.820						5	
Foreman - Track Surfacing (Occ: 4382)	1/1/2006	3%	36.883	2.110						1	6/15/1998
	1/1/2007	4%	38.358	2.110						3	1/30/2008
	1/1/2008	3.5%	39.701	2.110						6	
	1/1/2009	3%	40.892	2.110							

\*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 Way Department

Title	Year	% Inc.	Rate	Progression For Night Differential*					Notes		
				100%	90%	85%	80%	75%	70%	No.	Eff.
Foreman - Entrance (Occ: 4380)	1/1/2006	3%	31.817	1.820							
	1/1/2007	4%	33.090	1.820						3	1/30/2008
	1/1/2008	3.5%	34.248	1.820							
	1/1/2009	3%	35.275	1.820							
Foreman - 6 Months (Occ: 4380)	1/1/2006	3%	32.389	1.852							
	1/1/2007	4%	33.685	1.852						3	1/30/2008
	1/1/2008	3.5%	34.864	1.852							
	1/1/2009	3%	35.910	1.852							
Foreman - 2nd Year (Occ: 4380)	1/1/2006	3%	34.017	1.945							
	1/1/2007	4%	35.378	1.945						3	1/30/2008
	1/1/2008	3.5%	36.616	1.945							
	1/1/2009	3%	37.714	1.945							
Foreman - 3rd Year (Occ: 4380)	1/1/2006	3%	35.666	2.040							
	1/1/2007	4%	37.093	2.040						3	1/30/2008
	1/1/2008	3.5%	38.391	2.040							
	1/1/2009	3%	39.543	2.040							
Asst. Foreman A - Entrance (Occ: 4487)	1/1/2006	3%	28.445	1.627							
	1/1/2007	4%	29.583	1.627						3	1/30/2008
	1/1/2008	3.5%	30.618	1.627							
	1/1/2009	3%	31.537	1.627							
Asst. Foreman A - 6 Months (Occ: 4488)	1/1/2006	3%	29.015	1.660							
	1/1/2007	4%	30.176	1.660						3	1/30/2008
	1/1/2008	3.5%	31.232	1.660							
	1/1/2009	3%	32.169	1.660							
Asst. Foreman A - 2nd Year (Occ: 4489)	1/1/2006	3%	30.646	1.752							
	1/1/2007	4%	31.872	1.752						3	1/30/2008
	1/1/2008	3.5%	32.988	1.752							
	1/1/2009	3%	33.978	1.752							
Asst. Foreman A - 3rd Year (Occ: 4490)	1/1/2006	3%	32.296	1.847							
	1/1/2007	4%	33.588	1.847						3	1/30/2008
	1/1/2008	3.5%	34.764	1.847							
	1/1/2009	3%	35.807	1.847							
Asst. Foreman B - Entrance (Occ: 4490)	1/1/2006	3%	27.857	1.593							
	1/1/2007	4%	28.971	1.593						3	1/30/2008
	1/1/2008	3.5%	29.985	1.593							
	1/1/2009	3%	30.885	1.593							
Asst. Foreman B - 6 Months (Occ: 4490)	1/1/2006	3%	28.424	1.625							
	1/1/2007	4%	29.561	1.625						3	1/30/2008
	1/1/2008	3.5%	30.596	1.625							
	1/1/2009	3%	31.514	1.625							
Asst. Foreman B - 2nd Year (Occ: 4490)	1/1/2006	3%	30.053	1.719							
	1/1/2007	4%	31.255	1.719						3	1/30/2008
	1/1/2008	3.5%	32.349	1.719							
	1/1/2009	3%	33.319	1.719							
Asst. Foreman B - 3rd Year (Occ: 4490)	1/1/2006	3%	31.698	1.813							
	1/1/2007	4%	32.966	1.813						3	1/30/2008
	1/1/2008	3.5%	34.120	1.813							
	1/1/2009	3%	35.144	1.813							

\*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 Way Department

Title	Year	% Inc.	Rate	Progression For Night Differential*					Notes		
				100%	90%	85%	80%	75%	70%	No.	Eff.
Measurement Operator - Entrance (Occ: 7315)	1/1/2006	3%	31.817	1.820							
	1/1/2007	4%	33.090	1.820						3	1/30/2008
	1/1/2008	3.5%	34.248	1.820							
	1/1/2009	3%	35.275	1.820							
Measurement Operator - 6 Months (Occ: 7315)	1/1/2006	3%	32.389	1.852							
	1/1/2007	4%	33.685	1.852						3	1/30/2008
	1/1/2008	3.5%	34.864	1.852							
	1/1/2009	3%	35.910	1.852							
Measurement Operator - 2nd Year (Occ: 7315)	1/1/2006	3%	34.017	1.945							
	1/1/2007	4%	35.378	1.945						3	1/30/2008
	1/1/2008	3.5%	36.616	1.945							
	1/1/2009	3%	37.714	1.945							
Measurement Operator - 3rd Year (Occ: 7315)	1/1/2006	3%	35.666	2.040							
	1/1/2007	4%	37.093	2.040						3	1/30/2008
	1/1/2008	3.5%	38.391	2.040							
	1/1/2009	3%	39.543	2.040							

Notes:

- 1 - New position (not subject to step-rate increases)
- 2 - New position
- 3 - 2008 rates commenced 1/30/08. Backpay period 1/1/07-1/29/08.
- 4 - Occupation Code changed from 4380 to 4384 effective 10/19/2005 to eliminate payroll discrepancies with similar titles.
- 5 - Employees that are not at 100% wage progression and promoted to Foreman-Track Patrol will be progressed to the 100% Foreman-Track Patrol 100% rate of pay and night differential.
- 6- Employees that are not at 100% wage progression and promoted to Foreman-Track Surfacing are subject to the wage progression.

New Hire Wage Progression:

1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	85%
5th	365	Calendar Days	90%
After	1,825	Calendar Days	100%

Progression Percentages are not applicable to Foreman Step Rate

Prior company service counts toward wage progression.

\*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**

**Panelized Switch/Track Division (PES Rates)**

**Maintenance of Way Department PES Rates**

Title	Year	% Inc.	Rate	Progression For Night Differential*					Notes		
				100%	90%	85%	80%	75%	70%	No.	Eff.
Track Foreman - PES (Occ. 4383)	1/1/2006	3%	42.799	2.040						2	3/17/2004
	1/1/2007	4%	44.511	2.040						3	1/30/2008
	1/1/2008	3.5%	46.069	2.040							
	1/1/2009	3%	47.451	2.040							
MWU - High Rail Grapppler - PES (Occ.7311)	1/1/2006	3%	32.967	1.571	1.414	1.335	1.257	1.178	1.100	2	3/17/2004
	1/1/2007	4%	34.286	1.571	1.414	1.335	1.257	1.178	1.100	3	1/30/2008
	1/1/2008	3.5%	35.486	1.571	1.414	1.335	1.257	1.178	1.100		
	1/1/2009	3%	36.551	1.571	1.414	1.335	1.257	1.178	1.100		
MWU - Crew Van - PES (Occ.7312)	1/1/2006	3%	31.239	1.489	1.340	1.266	1.191	1.117	1.042	2	3/17/2004
	1/1/2007	4%	32.489	1.489	1.340	1.266	1.191	1.117	1.042	3	1/30/2008
	1/1/2008	3.5%	33.626	1.489	1.340	1.266	1.191	1.117	1.042		
	1/1/2009	3%	34.635	1.489	1.340	1.266	1.191	1.117	1.042		
MWU-Bus-PES (Occ.7313)	1/1/2006	3%	31.826	1.517	1.365	1.289	1.214	1.138	1.062	2	3/17/2004
	1/1/2007	4%	33.099	1.517	1.365	1.289	1.214	1.138	1.062	3	1/30/2008
	1/1/2008	3.5%	34.257	1.517	1.365	1.289	1.214	1.138	1.062		
	1/1/2009	3%	35.285	1.517	1.365	1.289	1.214	1.138	1.062		
Engineer Work Equipment-PES (Occ.7264)	1/1/2006	3%	36.060	2.063	1.857	1.754	1.650	1.547	1.444	2	3/17/2004
	1/1/2007	4%	37.502	2.063	1.857	1.754	1.650	1.547	1.444	3	1/30/2008
	1/1/2008	3.5%	38.815	2.063	1.857	1.754	1.650	1.547	1.444		
	1/1/2009	3%	39.979	2.063	1.857	1.754	1.650	1.547	1.444		
Engineer Work Equipment B-PES (Occ.7265)	1/1/2006	3%	33.727	1.607	1.446	1.366	1.286	1.205	1.125	2	3/17/2004
	1/1/2007	4%	35.076	1.607	1.446	1.366	1.286	1.205	1.125	3	1/30/2008
	1/1/2008	3.5%	36.304	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2009	3%	37.393	1.607	1.446	1.366	1.286	1.205	1.125		
Machine Operator-A-PES (Occ.7291)	1/1/2006	3%	33.084	1.577	1.419	1.340	1.262	1.183	1.104	2	3/17/2004
	1/1/2007	4%	34.407	1.577	1.419	1.340	1.262	1.183	1.104	3	1/30/2008
	1/1/2008	3.5%	35.611	1.577	1.419	1.340	1.262	1.183	1.104		
	1/1/2009	3%	36.679	1.577	1.419	1.340	1.262	1.183	1.104		
Machine Operator-B-PES (Occ.7292)	1/1/2006	3%	32.489	1.549	1.394	1.317	1.239	1.162	1.084	2	3/17/2004
	1/1/2007	4%	33.789	1.549	1.394	1.317	1.239	1.162	1.084	3	1/30/2008
	1/1/2008	3.5%	34.972	1.549	1.394	1.317	1.239	1.162	1.084		
	1/1/2009	3%	36.021	1.549	1.394	1.317	1.239	1.162	1.084		
Trackworker-PES (Occ.7322)	1/1/2006	3%	30.586	1.457	1.311	1.238	1.166	1.093	1.020	2	3/17/2004
	1/1/2007	4%	31.809	1.457	1.311	1.238	1.166	1.093	1.020	3	1/30/2008
	1/1/2008	3.5%	32.922	1.457	1.311	1.238	1.166	1.093	1.020		
	1/1/2009	3%	33.910	1.457	1.311	1.238	1.166	1.093	1.020		
MW Repairman-PES (Occ.7451)	1/1/2006	3%	33.755	1.608	1.447	1.367	1.286	1.206	1.126	2	3/17/2004
	1/1/2007	4%	35.105	1.608	1.447	1.367	1.286	1.206	1.126	3	1/30/2008
	1/1/2008	3.5%	36.334	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	37.424	1.608	1.447	1.367	1.286	1.206	1.126		
Track Welder-PES (Occ.7281)	1/1/2006	3%	33.727	1.607	1.446	1.366	1.286	1.205	1.125	2	3/17/2004
	1/1/2007	4%	35.076	1.607	1.446	1.366	1.286	1.205	1.125	3	1/30/2008
	1/1/2008	3.5%	36.304	1.607	1.446	1.366	1.286	1.205	1.125		
	1/1/2009	3%	37.393	1.607	1.446	1.366	1.286	1.205	1.125		

\*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**

**Panelized Switch/Track Division (PES Rates)**

**Maintenance of Way Department PES Rates**

**Notes:**

1 - New position (not subject to step-rate increases)

2 - New position\*

3 - 2008 rates commenced 1/30/08. Backpay period 1/1/07-1/29/08.

**New Hire Wage Progression:**

1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	85%
5th	365	Calendar Days	90%
After	1,825	Calendar Days	100%

Progression Percentages are not applicable to Foreman Step Rate

Prior company service counts toward wage progression.

\*Engineer Work Equipment-B-PES is a new position created with the February 11, 2004 Agreement and is effective March 17, 2004.

Therefore, there is no 2002 rate for this position.

All other PES Titles were created with the February 20, 2002 Agreement. The equipment was not delivered and/or utilized until 2004, therefore, the effective date of these titles is also March 17, 2004.

\*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 Way Department, Bridge and Building

Title	Year	% Inc.	Rate	Progression For Night Differential*						Notes	
				100%	90%	85%	80%	75%	70%	No.	Eff.
Inspector B & B (Occ: 7430)	1/1/2006	3%	30.900	1.767	1.590	1.502	1.414	1.325	1.237		
	1/1/2007	4%	32.136	1.767	1.590	1.502	1.414	1.325	1.237	2	1/30/2008
	1/1/2008	3.5%	33.261	1.767	1.590	1.502	1.414	1.325	1.237		
	1/1/2009	3%	34.259	1.767	1.590	1.502	1.414	1.325	1.237		
M. W. Mechanic (Occ: 7450)	1/1/2006	3%	28.128	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.447	1.367	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.447	1.367	1.286	1.206	1.126	3	10/26/2007
	1/1/2009	3%	31.185	1.608	1.447	1.367	1.286	1.206	1.126		
Mechanic B & B (Occ: 7440)	1/1/2006	3%	28.128	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.447	1.367	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.447	1.367	1.286	1.206	1.126		
Mechanic B & B Driver (Occ: 7440)	1/1/2006	3%	28.128	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.447	1.367	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.447	1.367	1.286	1.206	1.126		
Mechanic B & B Helper (Occ: 7440)	1/1/2006	3%	26.043	1.489	1.340	1.266	1.191	1.117	1.042		
	1/1/2007	4%	27.085	1.489	1.340	1.266	1.191	1.117	1.042	2	1/30/2008
	1/1/2008	3.5%	28.033	1.489	1.340	1.266	1.191	1.117	1.042		
	1/1/2009	3%	28.874	1.489	1.340	1.266	1.191	1.117	1.042		
Signwriter (Occ: 7410)	1/1/2006	3%	28.128	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.447	1.367	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.447	1.367	1.286	1.206	1.126		
Welder - Structural Arc (Occ: 7480)	1/1/2006	3%	28.128	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.447	1.367	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.447	1.367	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.447	1.367	1.286	1.206	1.126		
Foreman B & B - Entrance (Occ: 4360)	1/1/2006	3%	31.817	1.820							
	1/1/2007	4%	33.090	1.820						2	1/30/2008
	1/1/2008	3.5%	34.248	1.820							
	1/1/2009	3%	35.275	1.820							
Foreman B & B - 6 Months (Occ: 4360)	1/1/2006	3%	32.389	1.852							
	1/1/2007	4%	33.685	1.852						2	1/30/2008
	1/1/2008	3.5%	34.864	1.852							
	1/1/2009	3%	35.910	1.852							
Foreman B & B - 2nd Year (Occ: 4360)	1/1/2006	3%	34.017	1.945							
	1/1/2007	4%	35.378	1.945						2	1/30/2008
	1/1/2008	3.5%	36.616	1.945							
	1/1/2009	3%	37.714	1.945							
Foreman B & B - 3rd Year (Occ: 4360)	1/1/2006	3%	35.666	2.040							
	1/1/2007	4%	37.093	2.040						2	1/30/2008
	1/1/2008	3.5%	38.391	2.040							
	1/1/2009	3%	39.543	2.040							
Foreman -MW Mechanic Entrance (Occ: 4408)	10/19/2007		31.817	1.820						1	10/26/2007
	10/19/2007	4%	33.090	1.820						2	1/30/2008
	1/1/2008	3.5%	34.248	1.820							
	1/1/2009	3%	35.275	1.820							

\*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 Way Department, Bridge and Building

Title	Year	% Inc.	Rate	Progression For Night Differential*						Notes	
				100%	90%	85%	80%	75%	70%	No.	Eff.
Foreman -MW Mechanic 6 Months (Occ: 4407)	10/19/2007		32.389	1.852						1	10/26/2007
	10/19/2007	4%	33.685	1.852						2	1/30/2008
	1/1/2008	3.5%	34.864	1.852							
	1/1/2009	3%	35.910	1.852							
Foreman -MW Mechanic 2nd Year (Occ: 4406)	10/19/2007		34.017	1.945						1	10/26/2007
	10/19/2007	4%	35.378	1.945						2	1/30/2008
	1/1/2008	3.5%	36.616	1.945							
	1/1/2009	3%	37.714	1.945							
Foreman -MW Mechanic 3rd Year (Occ: 4405)	10/19/2007		35.666	2.040						1	10/26/2007
	10/19/2007	4%	37.093	2.040						2	1/30/2008
	1/1/2008	3.5%	38.391	2.040							
	1/1/2009	3%	39.543	2.040							

Notes:

1-New position.

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

3-As per the 10/19/07 Agreement, effective 10/26/07, MW Mechanic (Repairmen) hired from outside the Company or via Carrier's Career Opportunity process will be subject to a five (5) year lock-in period and will accrue seniority during the lock-in period as MW Mechanic (Repairmen) and Trackmen. These titles will be compensated at 90% of the MW Mechanic (Repairmen) rate for the initial year of employment and at 100% rate thereafter. Employees currently qualified as MW Mechanic (Repairmen) but not currently working in the title will be afforded the opportunity to bid into the MW Mechanic (Repairmen) positions prior to Carrier's attempt to fill the positions via Career Opportunity bulletin or direct recruitment. If such employees successfully bids for an MW Mechanic (Repairmen) position and is presently being compensated at lower than 90% of the rate, the employee will be brought up to the 90% rate for one year, and thereafter be compensated at 100%. Such employee will be locked into the MW Repair Shop for a five (5) year period. Current MW Mechanics (Repairmen) subject to wage progression who are presently paid less than 90% of the rate of pay, and working in the MW Repair Shop, will be eligible to be paid 90% of the top rate of pay provided they agree to be locked into the Repair Shop for the five (5) year period. THOSE EMPLOYEES WORKING IN THE MW REPAIR SHOP AND ARE ALREADY BEING PAID AT 90% OR MORE OF THE RATE OF PAY WILL NOT BE SUBJECT TO THE LOCK-IN PERIOD.

New Hire Wage Progression:

1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	85%
5th	365	Calendar Days	90%
After	1,825	Calendar Days	100%

Progression Percentages are not applicable to Foreman Step Rate

Prior company service counts toward wage progression.

\*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.