

AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

**SUBORDINATE OFFICIALS,
EMPLOYEES OF
THE LONG ISLAND RAIL ROAD COMPANY**

Represented by the

**UNITED TRANSPORTATION UNION
LOCAL LODGE 645-B
MW SUPERVISORS**

**RULES UPDATED THROUGH
OCTOBER 31, 2009**

including

**AGREEMENT OF
DECEMBER 6, 2007**

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Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

SUBORDINATE OFFICIALS,
EMPLOYEES OF
THE LONG ISLAND RAIL ROAD COMPANY

in the
MAINTENANCE OF WAY AND
STRUCTURES DEPARTMENT

Represented by the

UNITED TRANSPORTATION UNION
LOCAL LODGE 645-B
MW SUPERVISORS

RULES UPDATED THROUGH
OCTOBER 31, 2009

including

AGREEMENT OF
DECEMBER 6, 2007

and

Rates of Pay Effective

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

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AGREEMENT between THE LONG ISLAND RAIL ROAD (hereinafter referred to as the "Railroad") and the UNITED TRANSPORTATION UNION-LOCAL 645-B (hereinafter referred to as the "Union"), an employee organization representing certain supervisory employees in the employ of the Railroad.

WHEREAS, the Railroad and the Union have made certain proposals with respect to the question of wage scales and working conditions as affecting supervisory employees whom the Union represents, which proposals have been submitted to and approved by the membership of the Union, and the parties desire to incorporate these proposals into a written agreement, and

WHEREAS, in consideration of the foregoing, and with the agreement of the Union:

(a) to cooperate with the Railroad in the maintenance of efficient, economical, safe and dependable transportation service, and

(b) to process employee grievances exclusively through machinery herein provided, without limitations or infringement, however, on any employee's rights under the Railway Labor Act or other law, and to exercise responsible discretion in the submission of grievances so that the grievance machinery may function effectively and promptly, to the end that the maximum fairness and equity may be achieved in the treatment of employees, the Railroad has agreed and decided to adopt, by appropriate action, wage scales, working conditions and employee benefits as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties to this Agreement do hereby agree as follows:

DEFINITIONS

The term "employees" as used in this Agreement shall include certain supervisory employees in the Engineering Department as follows:

- Assistant Supervisor-Power
- Assistant Supervisor-Right of Way
- Assistant Supervisor-Signal
- Assistant Supervisor-Structures
- Assistant Supervisor-Track
- Assistant Supervisor-Maintenance of Way Machinery
- Supervisor-Communications
- Supervisor-Maintenance of Way Machinery
- Supervisor-Power
- Supervisor-Right of Way
- Supervisor-Signal Construction
- Supervisor-Signal Maintenance
- Supervisor-Structures
- Supervisor-Track

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 shall constitute an Agreement between The Long Island Rail Road Company and supervisory employees in the Engineering Department represented by the United Transportation Union - Local 645-B and shall govern the hours of service, working conditions, grievance procedures, and rates of pay of the respective positions and employees classified therein.

ARTICLE 1
Declaration Of Purpose

The Railroad and the Union, in signing this Agreement, are governed by their mutual desires and obligations:

- (a) To assure to the people of the City of New York and the Counties of Nassau and Suffolk efficient, economical, safe and dependable transportation service.
- (b) To provide supervisory employees in titles represented by the Union with wage scales, hours, working conditions and grievance procedures.
- (c) To protect the interest of the public through definite understanding of the respective rights, duties and privileges, responsibilities and obligations of the Railroad, the employees and the Union.

ARTICLE 2
Recognition

The Carrier recognizes the Union as the exclusive bargaining representative and the exclusive representative for the presenting and processing of employee grievances of all of the supervisory operating employees of the Engineering Department as the titles listed in the Definitions.

ARTICLE 3
Management Rights

No change in headquarters, time, position and work assignments will be carried out unless it is discussed between the Chief Engineer of the Railroad and the duly accredited representative of the Union first and mutually agreed upon.

ARTICLE 4
Reciprocal Obligations

The Union fully accepts the Railroad's basic right to manage the Railroad properties and agrees to cooperate with the Railroad in a joint effort to place and keep the Railroad system on a safe, efficient and economical operating basis.

ARTICLE 5
Annual Salaries

- (a) The annual salaries of employees covered by this Agreement are specified in the rate schedule attached to and made a part of this Agreement as Appendix A. Such salaries shall be predicated on the employee rendering eight (8) consecutive hours service each day of his/her work assignment.
- (b) All employee paycheck stubs will reflect such information as the number of hours worked straight time, overtime, holiday pay, and earnings and taxes on a year-to-date basis.

ARTICLE 6
Workweek

- (a) The working time and headquarters of regularly assigned employees shall be scheduled and prescribed by their non-represented superiors as may be necessary to implement programmed work of the Carrier.
Headquarters may be established in accordance with the needs of service. At locations where an employee of the bargaining unit is headquartered for three (3) or more weeks, the Carrier will provide welfare facilities. The regularly scheduled hours of work for an employee shall not exceed forty (40) hours per week.
- (b) Except when otherwise assigned in accordance with paragraph (a) of this Rule, the workweek will begin on Monday and run through Friday, and shall consist of eight (8) consecutive hours a day between 7 a.m. and 5 p.m., including a one-half hour meal period.

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:
 - 1) when a check cashing service is available on pay day;
 - 2) when banks are not open during the hours of an employees' shift;

3) when an employee has direct deposit.

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

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

ARTICLE 7 Established Positions

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.

ARTICLE 8* Calls

(a) Regularly assigned employees notified or called to perform work, reporting for and performing such work between their assigned tours of duty and not continuous therewith, shall be paid on the actual minute basis at the rate of time and one-half computed from the time they are called until the time they actually stop such work. In the event an employee completes such work in less than three (3) hours, he/she will be paid at the rate of time and one-half for three (3) hours.

(b) Employees residing at or near (within one (1) hour traveling time) their headquarters will, if qualified and available, be given preference for overtime work, including calls, on work ordinarily and customarily performed by them.

(c) If, in the opinion of the non-represented supervisor making the overtime assignment, weather conditions are such as to warrant more than one hour traveling time, he/she may allow such additional time as he/she determines to be reasonable. His/Her decision in this regard will be final.

ARTICLE 9* Overtime

(a) When an employee is required to perform services outside his/her assigned working hours, he/she shall be compensated therefor at the rate of time and one-half.

(b) Regularly assigned employees performing service before and continuous with their assigned tours of duty, or beyond and continuous with their assigned tours of duty, shall be paid on an actual minute basis at the rate of time and one-half for all time worked prior or subsequent to their assigned tours of duty. In the event it is necessary for employees to return to their headquarters immediately after having performed service beyond and continuous with their assigned tours of duty, such employees shall be paid on an actual minute basis at the rate of time and one-half until they complete the work at their headquarters which necessitated their return.

*Rules 8 and 9 do not apply to any position classified as "Supervisor."

ARTICLE 9A Compensatory Time - Supervisors Only -

Compensatory time for overtime worked shall be granted only if non-represented managers receive comp-time.

ARTICLE 10
Seniority

(a) Employees will be listed in the order of their appointment to the position noted on the particular roster page.

Roster

(b) A roster of the employees covered by this Agreement will be provided to the duly accredited representative of the Union.

Date Of

(c) Where two or more employees were appointed to the position noted on the particular roster page on the same date, the employee with the earliest date of appointment to the next highest position covered by this Agreement will be listed first.

(d) Where two or more employees share the same appointment dates referred to in section (c) above, the employee with the earliest date of Railroad service will be listed first.

(e) Where two or more employees share the same appointment and service dates referred to in sections (c) and (d) above, the employees will be listed in the order that their names are drawn by lottery.

ARTICLE 11
Qualifications For Position

(a) Consideration will be given to UTU employees of the Engineering Department in filling such vacant positions within the scope of this Agreement as the Railroad desires to perpetuate, or such new positions as may be created within the scope of this Agreement, which will extend for a period of 30 days or more. Employees so considered will be evaluated by their immediate superiors, whose recommendations will be reviewed by the appropriate non-represented department heads. All such recommendations, together with the department heads' recommendations, will be submitted to the Chief Engineer for his/her consideration.

(b) The Chief Engineer may require employees being considered to give written and practical demonstrations of their capabilities to aid him/her in judging their suitability for the position. After consideration of all recommendations and other data available to him/her, the Chief Engineer will fill the position by appointment.

(c) In the event a junior UTU employee is being considered for promotion to the position, the promotion will be discussed between the Chief Engineer of the Railroad and the General Chairman of the Union.

Probationary Period

(d) Upon entry into the craft, an applicant for employment shall be rejected within one (1) year after the first day of service or the applicant shall be deemed to have been accepted.

ARTICLE 12
Temporary Vacancies

(a) If the positions of Supervisor-Track or Supervisor-Right of Way are temporarily vacated for more than seven (7) days as a result of vacation, sickness or temporary assignment, the respective Assistant Supervisor will be assigned to fill the vacancy. An employee so assigned shall receive the established rate of the higher position for each day that he/she works such assignment. Assistant Supervisor positions temporarily vacated for this or any other reason need not be filled.

(b) A Supervisor position, temporarily vacant due to vacation, sickness, or temporary assignment will be filled by a relief Supervisor. At the discretion of management, an Assistant Supervisor may be upgraded to cover a temporarily vacant Supervisor position at the full Supervisor rate of pay.

ARTICLE 13
Emergency

(a) The Railroad will maintain the emergency call desk and the person manning this desk will have the authority of the Assistant Chief Engineer-Maintenance of Way, and will call the forces in the track and structures organization who, in his/her opinion, are necessary to handle the emergency. If, in his/her opinion, the presence of supervisory employees of higher rank than foreman are required, the appropriate personnel will be called and advised of existing conditions. Such employees will then handle the emergency reporting results to the desk.

(b) When in the opinion of the Chief Engineer or his/her designated representative, the presence of a supervisory employee of higher rank than foreman in the track department is required for protect duty, the appropriate track supervisor will be assigned. Should the Chief Engineer or his/her designated representative determine that such coverage is necessary on both the east and west ends of the Railroad, an east end supervisor and a west end supervisor will be assigned, respectively. In the event it becomes necessary for a track supervisor, so assigned, to call trackmen to service during a snowstorm, he/she may be assisted by an Assistant Supervisor.

(c) If equipment assigned to the right of way subdivision is to be used in snow fighting, a supervisory member of the department will be called to assist in directing its use.

(d) If our on-track jet snow blowers are to be used in snow fighting, the Supervisor-MW Machinery will be called to supervise necessary fueling and repairs and such other assignments as may be directed.

ARTICLE 14
Rain Gear, Parkas,
Working In Rain,
Safety Shoes, Safety Gear

645-B employees who are required to work in the rain under the same field conditions as the UTU-MW employees whom they supervise shall be covered by the same rules as are provided in the UTU-MW Agreement as follows:

Rain Gear and Parkas

(a) Each employee required to supervise employees represented by the UTU-MW working in the rain will be furnished a complete set of such gear, consisting of a rain suit and boots, and will thereafter be personally responsible for its care and protection. Employees are not expected to rely on the safety of Carrier facilities for storage of said equipment and are personally responsible for security of rain gear.

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

(c) Rain gear which is damaged or worn out will be adequately repaired and 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.

Working In The Rain

(d)(1) Upon delivery of the above rain gear to employees, an option is granted to UTU-MW employees at the beginning of each tour of duty when light rain or drizzle is falling at the work site.

645-B employees who remain on duty (after UTU-MW employees voluntarily fail to complete that tour of duty) will finish tour of duty but will not work in the rain alone if crew has terminated services for the day.

(2) In the event a dispute arises as to the ability to work under such conditions, it will be resolved through the office of the Director-Safety which, after consultation with Local 645-B, will make a determination as to the extent work can be performed under the conditions either observed or reported to that office.

(3) In the event a dispute remains as to the decision of the Director-Safety or his/her representative, such dispute shall be subject to the grievance machinery set out in the Agreement.

(e) Employees assigned to work during periods of light rain in electrified areas are assured that power will be removed from electrified rails immediately adjacent to the work area, except in emergency conditions consistent with current practices. Foremen will be issued testers for the purpose of confirming the removal of electrical power.

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

Winter Parka

(g) A winter parka will be supplied by the Carrier at no cost to each employee covered by this Agreement performing bargaining unit work. The care and maintenance of the parka shall accrue to the employee; no more than one parka will be granted each employee during the term of this Agreement.

Safety Shoes
Safety Gear

(h) Effective July 29, 1994, each employee shall receive one hundred dollars (\$100.00) annually in July to be used for the purchase of Carrier-approved ANSI safety shoes.

(i) Safety gear when required by the Carrier'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 Carrier to the employee or an allowance provided by the Carrier 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).

ARTICLE 15
Meal Allowance

(a) If an employee works a full tour of eight (8) hours in any one day and is required to work additional time beyond such tour and continuous therewith, he/she will be entitled to a meal allowance after having worked a minimum of two (2) consecutive hours beyond the end of such tour. Employees shall be entitled to additional meal allowances after each succeeding four (4) hours of continuous duty.

(b) Employees performing service outside their assigned tour of duty, not continuous therewith, will be entitled to a meal allowance after having worked four (4) consecutive hours, with additional meal allowances granted after each succeeding four (4) hours of continuous duty.

(c) Employees will be entitled to a meal allowance after each four (4) consecutive hours of service before and continuous with their normal tour of duty.

(d) Under no circumstances will an employee be entitled to any meal allowances for service during his/her assigned tour of duty.

(e) Reimbursement of \$8.00 shall be made for the first meal allowance and \$5.00 for any thereafter in a continuous tour of duty. Receipts shall be submitted for all such meals.

ARTICLE 16
Operation Of Motor Vehicles-Injuries

If an employee is injured while operating a motor vehicle, or traveling in a motor vehicle as part of his/her regular assignment, the Railroad will be liable to the same extent as if the employee were injured on Railroad property.

ARTICLE 17
Physical Examinations

When a physical examination is required of an employee by the Carrier, arrangements shall be made to have it taken without loss of pay; and if required to take the examination outside the hours of the employee's assigned tour, he/she will be compensated for the time consumed at the pro-rata rate.

ARTICLE 18
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.

ARTICLE 19
Stabilization Of Force

(a) Regularly assigned employees covered by this Agreement shall be considered protected incumbents in the positions held on February 1, 1971.

(b) Individuals who are appointed or promoted to any of the positions listed subsequent to February 1, 1971, will not be considered protected incumbents in such position, but will retain such protected status as they may have had on February 1, 1971.

(c) Individuals who held positions on an "acting or provisional" basis on February 1, 1971, will not be considered protected incumbents in such positions unless the appointments are subsequently finalized. In the event the appointments are not finalized, the affected individuals shall be considered protected incumbents in the positions held prior to the provisional appointments.

(d) Individuals who are assigned to lower rated positions, subsequent to February 1, 1971, shall be considered protected incumbents in such lower rated positions from the effective dates of such assignments.

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

ARTICLE 20
Grievance Procedure

(a) A "grievance" is hereby defined to be a complaint on the part of any employee covered by this contract that there has been non-compliance with any of the provisions of this Agreement or any written working conditions, rule, or directive of the Railroad governing or affecting employees covered by this Agreement.

(b) A grievance may be submitted by an employee, or by a duly accredited representative, in writing, to the appropriate Assistant Chief Engineer of the Maintenance of Way Department no later than fifteen (15) calendar days from the date of the occurrence on which the grievance is based.

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

(d) When grievances presented in accordance with paragraph (b) are denied, the employee or his/her representative shall be notified to this effect, in writing, within fifteen (15) calendar days from the date the grievances were presented. When not so notified within fifteen (15) 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.

(e) A grievance denied in accordance with paragraph (d) shall be considered invalid unless the Union lists it for discussion with the highest Carrier officer designated to handle such appeals within thirty (30) calendar days after the date on which the grievance was last denied.

(f) When an appeal, handled in accordance with paragraph (e), is deemed accepted, the Union shall be advised, in writing, of the corrective action.

(g) Decision by the highest Carrier officer designated to handle such appeals shall be final and binding, unless within three (3) months from the date of said officer's decision proceedings for the final disposition of the grievances are instituted by the employee or his/her duly accredited representative before the National Railroad Adjustment Board or a local Board of Adjustment that has been assigned to by the parties hereto. It is understood, however, that the parties may, by agreement in any particular case, extend the three (3) month period herein referred to.

(h) If the Carrier orders grievant to attend the appeal hearings under this Rule, he/she will be paid at his/her pro-rata rate for the time spent at such hearings.

ARTICLE 21
Resolution of Jurisdiction of Work Disputes

The Agreement of December 3, 1986, 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.

ARTICLE 22
Discipline

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).

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.

Charges by an employee represented by the UTU against another employee represented by the UTU which may lead to discipline must be in writing. The parties agree to review disciplinary procedures to determine if there are mutually satisfactory modifications. Any change must be mutually agreed upon.

(a) Disciplinary suspensions and reprimands assessed for minor offenses which are 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.

(b) Disciplinary suspensions and reprimands assessed for infractions of operating rules (not including offenses for which the employee was properly removed from service) which were placed on an employee's discipline record shall be removed therefrom no less than five (5) years following the date the discipline was assessed. If the

discipline assessed was modified by Carrier or a Board of Adjustment, the five-year period will commence from the date the discipline assessed was finally adjusted.

(c) 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.

ARTICLE 23 Holidays

(a) An employee will be released from work without loss of pay on the following 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

(b) When an employee is required to work on one of the above holidays, he/she will be paid on the actual minute basis at the rate of time and one-half for the time worked, in addition to his/her day's pay for the holiday. In the event an employee completes such work in less than three (3) hours on such holiday, he/she will be paid at the rate of time and one-half for three (3) hours.

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

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

(d) 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 to this additional vacation day.

ARTICLE 24 Vacations

The vacation year will run from January through December, and will be governed by the following:

(a) Vacations for employees covered by this Agreement will be granted as follows:

Less than one year's service - One day for each month of service, up to a maximum of ten working days in the calendar year of employment.

From one to three years' service - Three weeks' vacation;

Three to fifteen years' service - Four weeks' vacation;

Fifteen years or more service - Five weeks' vacation.

(b) Any employee who is on vacation during a week in which one of the recognized holidays occurs will be released from work without loss of his/her regular day's pay on his/her next regularly assigned workday.

It is understood that in the assigning of vacations, the employee's non-represented superior shall determine how many employees shall be permitted to be on vacation at a given time.

Three Supervisors of Track will be permitted vacation leave at one time.

1) Vacation picks will be determined by seniority on the Track Supervisors' roster.

2) Vacation picks for Assistant Supervisors will be determined by seniority on the Assistant Supervisors' roster.

(c) If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with Union Shop Agreement, he/she shall at the time of such termination be granted full vacation pay earned in the preceding year not yet granted, and vacation for the succeeding year if the employee's employment relationship was terminated on or after April 1. An employee whose employment is terminated prior to April 1 shall not be granted a pro-rated vacation allowance for service performed in the year in which the termination is effective.

(d) If an employee thus entitled to 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.

(e) Employees shall not be entitled to a vacation of more than twenty-six (26) working days with pay in any calendar year.

(f) One additional day's vacation will be granted each employee as specified in and subject to the limitations of Rule 23(d).

ARTICLE 25 Sick Leave Allowance

Sick leave banks and sick leave buyout at retirement shall be identical to those of non-represented managers.

(a) Effective January 1, 1997, newly established MPA banks were created reflecting all prior accrued sick leave time. Effective January 1, 1997, all employees covered by this Agreement can accumulate 12 days sick leave time each year and can carry over unused days indefinitely with an unlimited accumulation of sick leave banks.

(b) The employee must notify or arrange for notification of the designated superior each day when he/she is unable to work because of illness.

(c) On his/her return to work, the employee will submit written record to the department head to cover the day or days on which he/she did not work because of illness.

(d) The employee will have his/her physician furnish the Railroad with information concerning his/her illness, when so requested by the department head.

(e)(1) Effective February 28, 1996: Any sick days paid or reimbursed shall be deducted from an employee's sick leave bank. Sick leave buyout benefits shall be paid in accordance with the MPA policy. (This entitlement shall replace the previous sick leave buyout provision that was effective January 1, 1983.)

(2) The payment established in paragraph

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

(3) Effective February 22, 1999, employees who are entitled to a sick leave buyout under the Agreement and who die while on active status shall have the buyout amount paid to his/her spouse or beneficiary.

Sick Leave - On-Duty Injury

(f) 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.

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.

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

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

In the event the parties are unable to agree on the neutral doctor in a particular specialty, the Medical Society of the employee's county of residence will be contacted to appoint a panel member.

Arrangements will be made for the neutral doctor to examine the employee in question within ten workdays 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 workdays. 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.

(g) 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?"

(h) 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 Article 25(h), 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 10th. Employee "B" – who runs out of sick leave and requests restricted duty assignment is cleared for restricted duty work on June 15th. If both employees can be placed in the same available restricted duty position, Employee "A" will be placed ahead of Employee "B". If the dates were reversed in this example, Employee "B" would be placed ahead of Employee "A".

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

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

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

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

The Carrier will provide 10 days' prior notice to an affected employee (copy to the respective Organization) 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.

ARTICLE 25A 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.

ARTICLE 26
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) Newly hired employees will be granted one (1) personal leave day for each four (4) months of service to a maximum of three (3) such days during their first calendar year of employment.

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

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

(4) Effective January 1, 2000, employees who attain twenty-five (25) years or more of service will be granted six (6) personal leave days in each calendar year consistent with Personal Leave Day Rules currently in effect.

(c) Personal leave days, as granted herein, shall be nonconsecutive and 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.

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

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

INTERPRETATION

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

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

(f) Effective January 1, 1980, current rules of agreements governing the granting of personal leave days shall be amended to provide:

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

ARTICLE 27
Bereavement Allowance

(a) Employees covered by this Agreement will be allowed a maximum of three (3) days off without loss of pay to attend funeral services when a death occurs in the immediate family. When such time off is taken in conjunction with relief days and/or a holiday, employees shall be allowed three (3) working days off without loss of pay.

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

(c) Employees must present satisfactory evidence as to the death in the immediate family in the form of a death certificate to his/her non-represented superior, in order for the allowance to be paid. Cause of death not required.

ARTICLE 28
Pension Plan

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

ARTICLE 29
Pass Rights

The Railroad will grant free transportation privileges as a benefit to its regularly assigned employees covered by this Agreement, their legal spouse and dependent children and is not to be used for commutation. The pass is the property of the Railroad, must be displayed when requested and must be surrendered upon demand.

ARTICLE 30
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.

ARTICLE 31
Health and Welfare Benefits

- (a) 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.
- (b) The Railroad will provide group life, vision and dental insurance policies for each regularly assigned employee and retirees covered by this Agreement. The Railroad will provide additional group life insurance for active employees of \$72,000. In the event that any of the benefits for non-represented employees of the Railroad are changed during the life of this Agreement, such changes will be applicable concurrently to regularly assigned employees covered by this Agreement.
- (c) Effective with this Agreement, the Railroad will provide a group insurance policy for each regularly assigned employee covered by this Agreement which will provide long-term disability benefits which will accrue to the benefit of the employee after six months of continuous disability according to the terms provided in the MPA policy.
- (d) Retiree health and welfare benefits are provided for retirees and eligible dependents pursuant to MPA policy.
- (e) Effective May 24, 2000, Carrier will extend health coverage to domestic partners of MW Supervisors. Health and welfare benefits are set forth in a separate booklet.

ARTICLE 32
Union Shop & Check-Off Agreements

The Union Shop and Check-Off Agreements, effective April 17, 1969, are applicable to all employees covered herein and are attached as Appendices E and F, respectively.

ARTICLE 33
Moratorium Clause

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

THIS RULEBOOK IS A COMPILATION OF EXISTING AGREEMENTS IN EFFECT BETWEEN THE LONG ISLAND RAIL ROAD COMPANY AND THE UNITED TRANSPORTATION UNION, LOCAL 645-B (M.W. SUPERVISORS), 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

February 14, 1989, As Amended February 28, 1989

Mr. Edward Yule, Jr., General Chairman
United Transportation Union, Local 645B
645 Franklin Avenue
Garden City, NY 11530

Dear Mr. Yule:

The following reflects the terms of an appendix to the agreement reached by The Long Island Rail Road and the United Transportation Union, Local 645-B - Maintenance of Way Supervisors:

1. Assistant Supervisors and General Foremen are promoted to the position of Supervisor in their respective departments, effective with the ratification of this Agreement.
 - a. Headquarters, time, position and work assignments will be established in accordance with Article #3 of the existing contract.
 - b. No Assistant Supervisor or General Foreman will be forced to accept the promotion to Supervisor. If an Assistant Supervisor or General Foreman does not accept the promotion and the employee's job becomes permanently vacant for any reason, the position will be upgraded to supervisor prior to being filled.
 - c. Assistant Supervisors and General Foremen promoted to the position of Supervisor will be placed on the Supervisor roster in accordance with their present roster standing.

2. MW Inspectors are promoted to the position of Assistant Supervisor, effective with the ratification of this Agreement.
 - a. Headquarters, time, position and work assignments will be established in accordance with Article #3 of the existing contract.
 - b. No MW Inspector will be forced to accept the promotion to Assistant Supervisor. If an MW Inspector does not accept the promotion and the employee's job becomes permanently vacant for any reason, the position will be upgraded to Assistant Supervisor prior to being filled.
 - c. MW Inspectors promoted to Assistant Supervisor will be placed on the Assistant Supervisor roster in accordance to their present roster standing.

3. The two existing vacant Track Supervisor positions will be filled. The one presently vacant MW Inspector position will be upgraded to Assistant Supervisor and filled.

The foregoing will result in the following permanent positions (except as provided in the Stabilization of Forces Agreement):

17 Track Supervisors
4 Structure Supervisors
9 Supervisors - Comm. Signal Const., Signal Maint. and Signal Supv.
10 Assistant Supervisors Track
3 Assistant Supervisors Structures
43 TOTAL

4. Three relief Supervisor of Track positions will be established.
5. Three Supervisors of Track will be permitted vacation leave at one time.
 - a. Vacation picks will be determined by seniority on the Track Supervisors' roster.
 - b. Vacation picks for Assistant Supervisors will be determined by seniority on the Assistant Supervisors' roster. (Amend Art. #24 to include vacation language.)
6. A Supervisor position, temporarily vacant due to vacation, sickness, or temporary assignment will be filled by a relief Supervisor. At the discretion of management, an Assistant Supervisor may be upgraded to cover a temporarily vacant Supervisor position at the full Supervisor rate of pay.
7. Overtime for Supervisors will be distributed equitably to the extent practicable; Overtime associated with a specific project will normally accrue to the incumbent on the assignment. If problems surface concerning the distribution of overtime, discussions on the issue will be reopened and a process will be developed to identify and rectify overtime abuse. The provisions of this paragraph are subject to Article 19 (Grievance Procedure).

8. A voluntary pool of Assistant Supervisors will be created and rotated through Construction on a six-month rotation, for the purpose of gaining field experience.

Signal, Communications, and Power

1. All Assistant Supervisor positions will be used for training positions, unless both parties agree otherwise.
 - a. Assistant Supervisor positions will be filled at the discretion of management.
 - b. The rate for Assistant Supervisors will be:
 - 80% - 1st year
 - 90% - 2nd year
 - 100% - End of 2nd year

Interpretation 2-28-89:

In the unlikely event that an employee is demoted from a higher level position to Assistant Supervisor, the employee will be placed at the 100% rate.

This Agreement is subject to the ratification of the membership of United Transportation Union, Local 645B.

In consideration of the foregoing, the Organization agrees to withdraw all outstanding grievances currently on file with the Carrier, or docketed for hearing by a board of adjustment.

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

Please sign on the designated line if the foregoing reflects your understanding of our agreement.

Very truly yours,

/s/ David M. Cohen
Director-Labor Relations

I CONCUR:

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

/s/ Michael Romano, Local Chairman
United Transportation Union, 645B

APPENDIX C

September 7, 1989

Mr. Bruce McIver, President
Long Island Rail Road
Jamaica Station
Jamaica, New York 11435

Re: Conferences - Local Committee - Carmen-Rule 73 New U.T.U. Rule

Dear Mr. McIver:

Pursuant to our numerous conversations concerning the above, I wish to confirm the following understanding with you.

During the negotiations November 1986 thru January 1987, in Washington, DC and Jamaica, NY, you personally guaranteed the United Transportation Union that the Long Island Rail Road would write into the Collective Bargaining Agreement the provision that the United Transportation Union be given the identical rule that the Carmen and other shop craft unions had in their Collective Bargaining Agreement, which states as follows:

RULE 73

Conferences, Local Committeemen

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

It was our agreement that this Rule would not take effect until all the Unions completed their negotiations and or arbitration relative to the negotiated agreement commencing January 1, 1985 thru June 30, 1989.

Now that all Unions have submitted "Section 6" demands for the contract period commencing July 1, 1989, it is agreed that the Carrier must now make good on this Agreement and implement this Rule.

I, therefore, request that you confirm the above agreement by signing in the space provided and return it to this office.

Very truly yours,

/s/ Edward Yule, Jr.
General Chairman

I CONCUR:

/s/ Bruce McIver, President
Long Island Rail Road

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. Meeting 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. 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. 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 cap 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 weeks 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 December 3, 1986

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- Labor Relations, in writing, of its objections. The organization shall specify which parts of the work it seeks, the rationale in support of its position, and the specific reference to the work performed in the organization's Scope Rule. If no objections are received within the 7-day period, the award of jurisdiction will become final immediately upon the expiration of the 7-day period, and may be implemented at that time.
5. Any organization which does not file an objection pursuant to paragraph 4 will be deemed to have no further interest in the matter, provided that the organization to whom the work is awarded need not file any statement to remain a party to any dispute which may arise.
6. If any organization(s) files an objection pursuant to paragraph 4, the Carrier will convene a meeting of all such organizations and the organization to whom the work is to be awarded, in an effort to resolve the dispute on the property. This meeting will be held within 10 days of the end of the 7-day period provided in paragraph 4.
7. In the event that the dispute is not resolved on the property, any of the organizations which had filed objections pursuant to paragraph 4 may demand arbitration of the dispute. Such a demand must be served on the Carrier and the other affected organization(s) within 4 days of the last meeting held pursuant to paragraph 6.
8. The parties to this Agreement hereby designate the following panel of neutrals to serve as the arbitrator in disputes arising under this procedure:
 - a.
 - b.
 - c.
9. One arbitrator shall sit as the board, and there shall be no partisan members. Each case will be assigned on a rotating basis to the next available arbitrator.
10. The arbitrator shall set the dispute for a hearing within 21 days, and shall render his award within 7 days. Each participant at the hearing may be represented by the person(s) of its choice, may present witnesses on its behalf and cross-examine witnesses presented by the other participants, and may submit any relevant exhibits. The hearing shall be transcribed.
11. The arbitrator shall have no power to add to, subtract from, change or modify any provision of any collective bargaining agreement, but shall be limited to interpreting the existing provisions of the agreements and applying them to the specific facts of the dispute. The arbitrator shall sustain the Carrier's award of jurisdiction unless the

objecting organization clearly demonstrates that it has exclusive system-wide jurisdiction over the work. The arbitrator shall have no power to limit the use of tools to employees of a specific craft or class.

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

APPENDIX E

This Agreement is entered into this 17th day of April, 1969, by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier" and the United Transportation Union, hereinafter referred to as the "Organization," as representatives of Subordinate Officials in the Maintenance of Way and Structures Department.

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 a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the Rules and Working Conditions Agreement of that class or craft temporarily perform in another class of service shall not be required to be members of organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4.

Nothing in this Agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organization unit.

Section 5.

(a) Each employee covered by the provisions of this Agreement shall be considered by a Carrier to have met the requirements of 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 failed to comply with the terms of this Agreement and who the organization therefore claims is not entitled to continue the employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request, the Carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the organization, unless the Carrier and the organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Certified Mail, Return Receipt Requested, directly to the Highest Officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of a decision on appeal by the Highest Officer of the Carrier designated to handle appeals under this Agreement, the organization or the employee involved requests such Highest Officer in writing by Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the Highest Officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested. If the position of the employee is sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a Carrier and the organization will not apply to cases arising under this Agreement.

(f) The General Chairman of the organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

(g) In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered shall not be counted.
Section 6.

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the organization involved.

Section 7.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (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 of 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 unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which 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 Carriers 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.

This Agreement shall become effective April 17, 1969, and shall remain in full force and effect until terminated in accordance with the provisions of the Railway Labor Act, except that it shall be automatically terminated on the effective date of a change in the duly accredited representatives of the craft or class of employees involved.

Signatures not reproduced.

APPENDIX F

This Agreement is entered into this 17th day of April, 1969, by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier," and the United Transportation Union, hereinafter referred to as the "Union," as representatives of Subordinate Officials in the Maintenance of Way and Structures Department.

IT IS AGREED:

1. In accordance with and subject to the terms and conditions hereinafter set forth, the Carrier will withhold and deduct from wages due employees represented by the Union amounts equal to periodic dues, initiation fees, and assessments (not including fines and penalties, nor insurance premiums unless included in the periodic dues) uniformly required as a condition of acquiring or retaining membership in the Union.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Carrier a written assignment in the manner and form hereafter provided, of such membership dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto, whichever occurs sooner. An employee who has executed and furnished to the Carrier such assignment may revoke said assignment by executing the revocation form specified hereinafter within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this Agreement or the Rules and Working Conditions Agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "B" hereto, and both the assignment and revocation of 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 by employees, and the delivery of said forms to the Company. Assignment and revocation of assignment forms shall be delivered with the deduction list hereinafter provided for, to the Company not later than the first of the month in which the deduction or termination of deduction is to become effective.

3. Deductions as provided for herein will be made monthly by the Carrier in accordance with a deduction list furnished it by the Union. Such list shall be furnished to the Carrier in triplicate, on or before the first of the month in which the deductions listed thereon are to become effective and shall be in the form and shall contain such information as are specified in Attachment "C" hereto. The employees whose names are contained in such lists shall in all cases be employees who have executed wage assignments as herein provided, which assignments have been delivered to the Carrier and are unrevoked on the date the list is delivered. The amounts contained in said deduction lists for individual employees shall, wherever possible, remain the same from one payroll period to the next. In cases where the amounts shown for individual employees are changed, the Union shall indicate this fact by a suitable symbol opposite the name of the employee involved.

4. Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the second pay period in each calendar month and the Carrier will pay, by draft, to the order of the Union, the total amount of such deductions, less sums withheld in accordance with the paragraph 8 hereof, on or before the last day of the month following the month in which such deductions are made. With said draft the Carrier shall return to the Union one copy of the deduction list marked to identify the deductions made and containing a computation of the sum withheld. When deductions cannot be made, the employee's name and amount shall be crossed off both the original and carbon copy of the Deduction List and the totals of the amounts deducted shall be corrected accordingly.

5. No deductions will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Agreement, after all deductions for the following purposes have been made:

- (a) Federal, State, and Municipal Taxes;
- (b) Supplemental Pension;
- (c) Other deductions required by law such as garnishment and attachment;
- (d) Amounts due Carrier;

6. In cases where no deduction is made from the wages of an employee in a particular payroll period due to insufficient funds or other reason, the amounts not deducted may be added to the deduction lists for that employee for subsequent payroll periods but not exceeding three months.

7. Responsibility of the Carrier under this Agreement shall be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Union, and any complaints against the Carrier in connection therewith shall be handled by the Union on behalf of the employee concerned.

8. No part of this Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in 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 in behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this Agreement.

9. The Union shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

10. This Agreement shall become effective on April 17, 1969, and shall remain in effect until altered, changed or cancelled in accordance with Railway Labor Act, as amended.

Signatures not reproduced.

ATTACHMENT "A"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
UNITED TRANSPORTATION UNION

DEPT. OCCUPATION

SOCIAL SECURITY NO.

PRINT LAST NAME FIRST NAME INITIAL

PRINT HOME ADDRESS NUMBER AND STREET

TOWN STATE ZIP

MGR.-DISBURSEMENTS ACCOUNTING,
THE LONG ISLAND RAIL ROAD COMPANY

I hereby assign to the United Transportation Union that part of my wages necessary to pay my monthly union dues, assessments, and initiation fees (not including fines and penalties, nor insurance premiums unless included in the periodic dues), as reported to the Carrier by the Secretary-Treasurer of the United Transportation Union, or his successors in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Carrier on April 17, 1969, 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 Agreement by executing a revocation form, as provided in paragraph 2 of the aforesaid Deduction Agreement within fifteen (15) days after the end of one year from the date of the execution hereof, this assignment shall be considered as re-executed and may not be revoked by me for an additional period of one year, unless within such year the aforesaid Deduction Agreement or the Rules and Working Conditions Agreement is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until I shall execute a revocation form within fifteen (15) days after the end of any such year.

Date _____

Signature _____

ATTACHMENT "B"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
UNITED TRANSPORTATION UNION

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____ NUMBER AND STREET _____

TOWN _____ STATE _____ ZIP _____

MGR.-DISBURSEMENTS ACCOUNTING,
THE LONG ISLAND RAIL ROAD COMPANY

Effective _____, I hereby revoke the Wage Assignment Authorization now in effect assigning to the United Transportation Union 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 _____

ATTACHMENT "C"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
UNITED TRANSPORTATION UNION

MGR.-DISBURSEMENTS ACCOUNTING,
THE LONG ISLAND RAIL ROAD COMPANY

The undersigned Financial Secretary-Treasurer, United Transportation Union, hereby certifies to The Long Island Rail Road Company, that dues, initiation fees and/or assessments and insurance premiums, in the amounts listed herein, are due and payable to the United Transportation Union for the month of _____, by the respective employees of the aforesaid company, listed below; and, upon the individual written assignment of any such employee, the aforesaid company may properly deduct from any wages due and payable to such employee, the total amount listed opposite his name.

Financial Secretary-Treasurer

For Company Use Only

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

United Transportation Union

Maintenance of Way Supervisors

Title	Year	% Inc.	Rate	Notes
Asst. Supervisor - Power (Occ: 4320)	1/1/2006	3%	37.831	3
	1/1/2007	4%	39.344	4 - 1/30/2008
	1/1/2008	3.5%	40.721	
	1/1/2009	3%	41.943	
Asst. Supervisor - R Of W (Occ: 4330)	1/1/2006	3%	36.789	
	1/1/2007	4%	38.261	4 - 1/30/2008
	1/1/2008	3.5%	39.600	
	1/1/2009	3%	40.788	
Asst. Supervisor - Signal (Occ: 4321)	1/1/2006	3%	37.831	3
	1/1/2007	4%	39.344	4 - 1/30/2008
	1/1/2008	3.5%	40.721	
	1/1/2009	3%	41.943	
Asst. Supervisor - Structures (Occ: 4331)	1/1/2006	3%	36.789	
	1/1/2007	4%	38.261	4 - 1/30/2008
	1/1/2008	3.5%	39.600	
	1/1/2009	3%	40.788	
Asst. Supervisor - Track (Occ: 4330)	1/1/2006	3%	36.789	
	1/1/2007	4%	38.261	4 - 1/30/2008
	1/1/2008	3.5%	39.600	
	1/1/2009	3%	40.788	
Asst. Supervisor - M.W. Machinery (Occ: 4325)	10/2/2006		36.789	1 - 10/6/2006
	1/1/2007	4%	38.261	4 - 1/30/2008
	1/1/2008	3.5%	39.600	
	1/1/2009	3%	40.788	
Supervisor - Communications (Occ: 4230)	1/1/2006	3%	44.321	2
	1/1/2007	4%	46.094	4 - 1/30/2008
	1/1/2008	3.5%	47.707	
	1/1/2009	3%	49.138	
Supervisor - M. W. Machinery (Occ: 4300)	1/1/2006	3%	44.321	2
	1/1/2007	4%	46.094	4 - 1/30/2008
	1/1/2008	3.5%	47.707	
	1/1/2009	3%	49.138	
Supervisor - Power (Occ: 4080)	1/1/2006	3%	44.321	2
	1/1/2007	4%	46.094	4 - 1/30/2008
	1/1/2008	3.5%	47.707	
	1/1/2009	3%	49.138	
Supervisor - R of W (Occ: 4260)	1/1/2006	3%	44.321	2
	1/1/2007	4%	46.094	4 - 1/30/2008
	1/1/2008	3.5%	47.707	
	1/1/2009	3%	49.138	
Supervisor - Signal Construction (Occ: 4280)	1/1/2006	3%	44.321	2
	1/1/2007	4%	46.094	4 - 1/30/2008
	1/1/2008	3.5%	47.707	
	1/1/2009	3%	49.138	

United Transportation Union

Maintenance of Way Supervisors

Title	Year	% Inc.	Rate	Notes
Supervisor - Signal Maintenance (Occ: 4290)	1/1/2006	3%	44.321	2
	1/1/2007	4%	46.094	4 - 1/30/2008
	1/1/2008	3.5%	47.707	
	1/1/2009	3%	49.138	
Supervisor - Track (Occ: 4310)	1/1/2006	3%	44.321	2
	1/1/2007	4%	46.094	4 - 1/30/2008
	1/1/2008	3.5%	47.707	
	1/1/2009	3%	49.138	
Supervisor - Structures (Occ: 4311)	1/1/2006	3%	44.321	2
	1/1/2007	4%	46.094	4 - 1/30/2008
	1/1/2008	3.5%	47.707	
	1/1/2009	3%	49.138	

NOTES:

- 1 - New Position
- 2 - Rates Includes Overtime Allowance
- 3 - Subject to New Hire Progression
- 4 - 2008 rates commenced 1/30/08. Backpay period 1/1/07-1/29/08.

New Hire Wage

Progression

1st Year	80%
2nd Year	90%
End of 2nd Year	100%